REGULAR, 6/8/2021 10:30:00 AM

BE IT REMEMBERED that on June 08, 2021, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Shauberger

Honorable Theresa Goodness , County Clerk

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

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Darrell Bush, 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 June 08, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **08th** day of **June 2021** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:30 a.m.- WORKSHOP- To receive information regarding progress on the Airport Master Plan at the Jack Brooks Regional Airport.

11:00 a.m.-WORKSHOP -Receive update on Emergency Rental Assistance Program.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

PURCHASING:

1. Execute, receive and file a contract for Invitation for Bid (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) with Jet Aeration of Texas, LLC. for a Base Bid amount of $101,709.25 and Alternate Bid amount of $16,200.00; for a total contract amount of $117,909.25. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture. (TxCDBG Contract No. 7218240); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 9 - 337

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

2. Consider and approve award, execute, receive and file an Acceptance of Offer for (IFB 21-023/JW) Mini-Excavator for the Jack Brooks Regional Airport for a total of $60,350.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Funding for this equipment provided by the CARES Act Grant.

SEE ATTACHMENTS ON PAGES 338 - 417

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

3. Consider and approve award, execute, receive and file a contract for Request for Statements of Qualification (RFQ 20-051/JW) Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County to Dannenbaum Engineering Corporation for Engineering Design Services (only) for a cost not to exceed $365,512.73; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Funding for these services will be through the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); with the County to provide $61,004.81 towards the total contract amount.

SEE ATTACHMENTS ON PAGES 418 - 739

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

4. Consider and approve disposition of expired Ballistic Vests. Fiber Brokers International, LLC will dispose the vests as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 740 - 743

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

CONSTABLE PRECINCT 8:

5. Consider and possibly approve a Resolution recognizing Eddie J. Collins, Constable of Pct. 8 for 28 years and 4 months of dedicated service as an Elected Official of Jefferson County and wishes him well in his retirement.

SEE ATTACHMENTS ON PAGES 744 - 744

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

COUNTY AUDITOR:

6. Consider and approve budget transfer - Road & Bridge Pct. 1 - additional cost for rental of equipment.

111-0102-431-5053	RENT-EQUIPMENT	$11,000.00	
111-0101-431-1009	FOREMAN		$4,000.00
111-0102-431-2003	EMPLOYEES' INSURANCE		$4,000.00
111-0102-431-2001	F.I.C.A. EXPENSE		$3,000.00

SEE ATTACHMENTS ON PAGES 745 - 745

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

7. Consider and approve budget transfer - Road & Bridge Pct.1 - additional cost for materials.

111-0102-431-3001	ASPHALT	$55,000.00	
111-0101-431-2003	EMPLOYEES' INSURANCE		$17,000.00
111-0102-431-1009	FOREMAN		$5,000.00
111-0102-431-1028	LABORERS		$28,000.00
111-0102-431-2002	EMPLOYEES' RETIREMENT		$5,000.00

SEE ATTACHMENTS ON PAGES 746 - 746

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

8. Consider and approve electronic disbursement for $1,846.56 to Texas Department of Criminal Justice for June insurance reimbursement.

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

9. Regular County Bills - check #483205 through check #483368.

SEE ATTACHMENTS ON PAGES 747 - 753

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

COUNTY COMMISSIONERS:

10. Consider and possibly approve a Proclamation for Elder Abuse Prevention Awareness Month.

SEE ATTACHMENTS ON PAGES 754 - 754

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

ADDENDUMS

11. Consider and appoint a bargaining representative for County for collective bargaining discussions with the Jefferson County Deputy Sheriff Association.

Action: TABLED

ENGINEERING:

12. Consider and possibly approve a Minor Plat of Cecile Estates, 17.175 acres lying in the B. A. Vacocu Survey, Abstract No. 53, located off of Shellhammer Road and Englin 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 755 - 756

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

13. Execute, receive and file Utility Permit 11-U-21 to AT&T for fiber optic cable project on N Peterson Street located in Jefferson County in Precinct No.2.

SEE ATTACHMENTS ON PAGES 757 - 764

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

MOSQUITO CONTROL:

14. Receive and file Interlocal Agreement between Jefferson County, Texas and the City of Beaumont, Texas for Hurricane Crisis Cooperative Agreement Projects for aerial and ground adulticiding Pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 765 - 769

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

_____

Jeff R. Branick
County Judge

CONSTRUCTION CONTRACT

Project Number: (IFB 21-004/JW)
Project Name: Phase VI: First Time Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

THIS AGREEMENT made this the **8th day of June, 2021**, by and between Jet Aeration of Texas, LLC. (*a corporation organized and existing under the laws of the State of* Texas) hereinafter called the "***Contractor***", and Jefferson County, Texas hereinafter called the "***County***."

Scope of Work:

In accordance with Jefferson County Invitation for Bid (IFB 21-004/JW) Phase VI: First Time Sewer Improvements Project for Jefferson County) (Community Development Block Grant) (Tx CDBG No. 7218240).

CONTRACTOR will: furnish all labor, material and equipment, and perform all work necessary for:

- Installation of nine sanitary sewer grinder pump stations
- Installation of five near-side sanitary sewer service connections
- Installation of four far-side sanitary sewer service connections
- Abandonment of twelve existing on-site sanitary sewer facilities
- Installation of three on-site sanitary sewer facilities
- Installation of 1,200 linear feet of 2" PVC SDR 21 sanitary sewer force main (**Alternate Bid Item**)

This Scope of Work shall also include mobilization, trench safety, and shoring as included in the bid proposal; **for a Base Bid Amount of $101,709.25 and Alternate Bid Amount of $16,200.00, for a total contract amount of $ 117,909.25.**

This Scope of Work is in accordance with **drawings, specifications, and addenda (1-3)** as prepared by LJA Engineering, Inc. Funding for this project has been made available by Texas Community Development Block Grant funds from the Texas Department of Agriculture. (TxCDBG Contract No. 7218240)

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, Phase VI: First Time Sewer Improvements for Jefferson County (Texas Community Development Block Grant) (TxCDBG Contract No. 7218240) project, all in strict accordance with the contract documents including all addenda thereto, numbered **Addendum No. 1** (Dated March 8, 2021), **Addendum No. 2** (Dated March 11, 2021), **and Addendum No. 3** (Dated March 22, 2021), all as prepared by LJA Engineering, Inc. 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., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

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 the **Contractor's Bid Response** hereof.

ARTICLE 3. The Contract.

The executed contract documents shall consist of the following components:

a. This Agreement (pgs. 1-20)
b. Invitation for Bid (Legal Notice)
c. Bid Specifications
d. Technical Specifications
e. Addenda No. 1, 2, and 3
f. Signed Copy of Bid Response from Contractor
g. Drawings

ARTICLE 4. Performance. Work, in accordance with the Contract dated **June 8th, 2021**, shall commence per a **Notice to Proceed Notification** Issued by the County, and Contractor shall complete the WORK within **(100)** working days thereafter. The date of completion of all WORK therefore shall be *agreed upon* by the County and the Contractor, and *specified* in the County's **Notice to Proceed Notification** to the ***Contractor***.

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* (3) original copies on the day and year first above written.

Jet Aeration of Texas, LLC.

By: Sam Strand II
Printed Name

Signature:

Title: Owner

Jefferson County, Texas

By: Jeff R. Branick
Printed Name

Signature:

Title: Jefferson County Judge

ATTEST:
Theresa Goodness, Interim County Clerk
Jefferson County, Texas

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Corporate Certifications

I, Lisa Cecil, certify that I am the Accountant of the corporation named as Contractor herein; that Sam Stroud II, who signed this Agreement on behalf of the Contractor, was then Owner 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

Lisa Cecil
(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, Texas**, hereinafter called the "**County**" and **Jet Aeration of Texas, LLC.** 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 Document (Pages 1-20), Invitation for Bid (Legal Notice), Bid Specifications, Technical Specifications, Addenda No. 1, 2, & 3, Executed Copy of Bid Response from Contractor, 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. 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.

(d) 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; 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

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal or state 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 Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

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 for a non-jury trial only.

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 & Competed 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 Jefferson 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.

(c) 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.

(c) 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 **100 calendar days** thereafter.

49. 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.

SPECIFICATIONS AND
CONTRACT DOCUMENTS

FOR

JEFFERSON COUNTY, TEXAS
PHASE VI
FIRST-TIME SANITARY SEWER IMPROVEMENTS PROJECT
TDA – TxCDBG CONTRACT NO. 7218240

Prepared by:

LJA ENGINEERING, INC.

Texas Registered Engineering Firm F-1386
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702

FEBRUARY 2021

APPROVED:

LJA ENGINEERING, INC.

BY:_____
Toby J. Davis, Vice President
P.E. No. 81919

STATE OF TEXAS
TOBY J. DAVIS
81919
LICENSED
PROFESSIONAL ENGINEER
2/10/2021

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

February 23, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **(IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)**. Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)**
BID NO:	**IFB 21-004/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, March 24, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701**

There will be a pre-bid conference and walk-through at 2:00 PM CT on Wednesday, March 10, 2021, in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse).

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

Any questions relating to these bid submission requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us.

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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 24, 2021 and March 3, 2021

Table of Contents

Table of Contents 1
Instructions to Bidders 4
General Conditions of Bidding and Terms of Contract 8
FEMA Mandated Contract Provisions 13
Special Requirements/Instructions 23
Bidder Information Form 29
Construction Contract 30
Equal Opportunity Guidelines (A1001) 47
§ 135.38 Section 3 Clause 49
Section 3 Policy 50
Resolution Regarding Civil Rights (A1014) 51
Local Opportunity Plan 52
Federal Labor Standards 57
Title 29: Labor 62
Statement of Bidder's Qualifications Form 68
Contractor Certifications 71
Non-Collusion Affidavit 74
Bid Bond/Payment Bond/Performance Bond 75
Davis Bacon Wages 83
Certification of Payroll Officer 89
HUD Complaint Register 91
Offer to Contract Form 101
Acceptance of Offer Form 102
Bid Form 103
Vendor References Form 112
Signature Page 114
Conflict of Interest Questionnaire 115
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 116
Good Faith Effort Determination Checklist 117
Notice of Intent 118
HUB Subcontracting Participation Declaration Form 119
Residence Certification/Tax Form 124
House Bill 89 Verification 125
Senate Bill 252 Certification 126
Certification Regarding Lobbying 127
Disclosure of Lobbying (SF-LLL) Form: Completion Instructions & Form 129
Bid Affidavit 131

Minority Female Goals 132
TDA Signage Requirements 134
TECHNICAL SPECIFICATIONS & OSSF DESIGNS 135

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, 1st 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.

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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.

Bid Submissions:

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

https://www.co.jefferson.tx.us/Purchasing/

2. 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.

3. 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.

4. 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.

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.

5. Signatures

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

6. County Holidays – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

7. Rejection or Withdrawal

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

8. 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.

9. Award

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

substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

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

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

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

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

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

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

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

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

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

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

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with

all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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.

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.

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

> **i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
>
> **ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the non-discrimination 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and

the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report 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.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental,
developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded

by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, FEMA recommends
the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to

any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

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

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

5. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

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

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

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 including any addenda, 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 and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

All bids 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, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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.

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.

3. 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.

4. 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

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

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

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

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

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

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law. The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

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

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. **Submit a FORM 1295 online via the Texas Ethics Commission website link below.**
   Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

SAM.GOV®

JET AERATION OF TEXAS LLC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
075975299	**KJSWYEUL4KB8**	**7XVT3**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Mar 17, 2022**	**Active**
Physical Address	Mailing Address	
21232 Ih 10 **Vidor, Texas 77662** **United States**	**21232 Ih 10** **Vidor, Texas 77662** **United States**	

Business Information

Doing Business as	Division Name	Division Number
ASAP Septic Cleaning	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 36	**Texas / United States**	**http://www.jetaerationllc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 9, 2021	**Mar 17, 2021**	**Sep 6, 2017**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 1, 2013	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

Points of Contact

Electronic Business

Lisa Cecil, Accountant
4097691500

21232 I H 10
Vidor , Texas 77622
United States

Government Business

Lisa Cecil, Accountant
4097691500

21232 I H 10
Vidor , Texas 77622
United States

Past Performance

Jason Brown, Operatons Manager
4097691500

21232 Ih 10
Vidor, Texas 77662
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**238220**	**Plumbing, Heating, And Air-Conditioning Contractors**
	236210	**Industrial Building Construction**
	236220	**Commercial And Institutional Building Construction**
	237110	**Water And Sewer Line And Related Structures Construction**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Texas	**(blank)**	**(blank)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2021-738188
Date Filed:
04/14/2021
Date Acknowledged:
5/26/2021 JW

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Jet Aeration of Texas, LLC
Vidor, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
7218240
First-Time Sanitary Sewer Improvements Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Sam Stroud II, and my date of birth is _____.

My address is 3760 Hwy 1131 (street), Vidor (city), Tx (state), 77663 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of Texas, on the 26 day of May (month), 2021 (year).

Signature of authorized agent of contracting business entity
(Declarant)

6. Statement of Bidders Qualifications

Each bidder shall submit on the form (Page 67) 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.

7. Multiple Vendor Award

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

8. 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.

9. 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, 7th floor, Beaumont, TX 77701.

10. 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.

11. 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 46)

12. 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 of 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.

13. 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.

14. Insurance

The contractor (including any and all subcontractors as defined in Section 14.1.3 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

Excess Liability $1,000,000

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)

15. Workers' Compensation Insurance

15.1 Definitions:

15.1.1 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.

15.1.2 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.

15.1.3 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.

15.2 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.

15.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 14 above.

15.4 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.

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

15.5.1 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

15.5.2 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.

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

15.7 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.

15.8 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.

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

15.9.1 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.

15.9.2 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.

15.9.3 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.

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

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

15.9.4.2 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.

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

15.9.6 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

15.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 15.1. – 15.7., with the certificates of coverage to be provided to the person for whom they are providing services.

15.10 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.

15.11 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.

16. 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.

17. Multiple Vendor Award

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

18. 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.

19. 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, 7th floor, Beaumont, TX 77701.

20. 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2021

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

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

PRODUCER
Aldrich Insurance Agency, Inc.
P.O. Box 727
Sour Lake TX 77659-

CONTACT NAME: Mark Aldrich
PHONE (A/C, No, Ext): (409)287-2755 FAX (A/C, No): (409)287-3686
E-MAIL ADDRESS: mark@aldrich-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	17370
INSURER B: Great American Insurance Co.	16691
INSURER C: Progressive County Mutual	29203
INSURER D: Texas Mutual Insurance Company	22945
INSURER E:	
INSURER F:	

INSURED
Jet Aeration of Texas, LLC
21232 IH 10
Vidor TX 77662-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Contractual Liabilit	X	X	ECP201723815	02/13/2021	02/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	03105536-7	05/19/2021	05/19/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X	X	FFX201723915	02/13/2021	02/13/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001255113	07/10/2020	07/10/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractor's Pollution Liability		X	ECP201723815	02/13/2021	02/13/2022	Per Occurence	1,000,000
B	Contractor's Equipment Policy Rented/Leased			IMP153859704	10/02/2020	10/02/2021	Limit per Item Aggregate limit	325,000 500,000

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

CERTIFICATE HOLDER

JEFFERSON COUNTY
1149 PEARL
1st FLOOR
BEAUMONT TX 77701-

CANCELLATION AI 702

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

AUTHORIZED REPRESENTATIVE
Mark Aldrich

© 1988-2014 ACORD CORPORATION. All rights reserved.

Bidder Information Form

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

Bid Number & Name: (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

Bidder's Company/Business Name: Jet Aeration of Texas, LLC

Bidder's TAX ID Number: 46-3565532

Contact Person: Sam Stroud II **Title:** Owner

Phone Number (with area code): 409-769-1500

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-769-3577

Email Address: Sam.s@team-jet.com

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

21232 IH-10
Address

Vidor, TX 77662
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

CONSTRUCTION CONTRACT

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

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 Project; namely, **Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)** (funding provided to Jefferson County, Texas by Texas Department of Agriculture), all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by Jefferson County acting and in these contract documents preparation, referred to as the "*County.*"

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of ($_____).

SAMPLE

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

a. This Agreement (pgs. 1-3)
b. Invitation for Bid (Bid Specifications in their entirety)
c. Addenda
d. Instructions to Bidders
e. Signed Copy of Bid

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within _____100_____ consecutive working days thereafter. The date of completion of all WORK is therefore _____, _____.

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* original copies on the day and year first above written.

_____
(The Contractor)

By_____

Title_____

_____
Jefferson County, Texas

By_____

Jeff R. Branick

Title Jefferson County Judge

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.

SAMPLE

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 General Land Office and is subject to all applicable Federal and State laws and regulations.

(b) The 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 the (Jefferson County, Texas), 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 first-time sanitary sewer improvements contemplated in whole or in part under this contract.

(c) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bid (Bid Specifications in their entirety), Addenda, Instructions to Bidders, Signed Copy of Bid.

3. Supervision by Contractor

(a) Except where the C[illegible]or is an individ[illegible] and pe[illegible]s the wo[illegible] the Contractor shall provide a competent superintendent, satisfactory [illegible]e C[illegible]ty, [illegible]n the [illegible]o[illegible] at all ti[illegible]es during working hours with full authority to act as C[illegible]tra[illegible]or's agen[illegible] The Co[illegible]tra[illegible] shall a[illegible]o provi[illegible] adequate staff for the proper coordination and e[illegible]peditin[illegible] o[illegible]his wo[illegible]k.

SAMPLE

(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 provision 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 County 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 County.

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

SAMPLE

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 carefull 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 Texas General Land Office and Jefferson County 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.

SAMPLE

(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. 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.

SAMPLE

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for 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 for each working 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.

SAMPLE

12. Disputes

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal or state 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 Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

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 for a non-jury trial only.

13. 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.

14. 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) 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.

(c) 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.

(d) 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.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

SAMPLE

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. At the close of each day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dust condition.

15. 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 first-time sanitary sewer 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.

16. 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 time 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.

17. Sanitary Facilities

The Contractor shall furnish, install and maintain adequate 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, piped or transported as to keep it safe and fresh and served from single service containers or satisfactory type of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

SAMPLE

18. 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.

19. 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.

20. 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, 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 or 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.

SAMPLE

21. 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.

22. 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.

23. 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.

24. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

The Contractor shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements as written with the Invitation for Bid/Bid Specifications for this project. 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.

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."

25. 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.

SAMPLE

26. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract partial 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 _____ months from the date of final acceptance of the work.

27. 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.

28. 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.

29. Local Program Liaison

For purposes of this Agreement, the Jefferson 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.

30. Access to Information

(a) The Texas Department of Agriculture (TDA), The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, 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 closeout the County's TxCDBG contract with TDA.

c. Contractor shall include the substance of this clause in all subcontracts it awards.

31. 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.

32. Resolution of Program Non-Compliance and Disallowed Costs

SAMPLE

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 County 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.

33. 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.

34. 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 Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) award between _____ 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 Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) award between _____ 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.

SAMPLE

d. The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) award between _____ 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 Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. (7218240) 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.

35. 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."

36. Provisions Required by Law Deemed Inserted shattered

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

37. [For Contracts that exceed $100,000] 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

38. [For Contracts > $100K] 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 labore[illegible] mechani[illegible] receive[illegible] compe[illegible]ati[illegible] rate not less th[illegible] and one-half times his basic rate of pay for all hours worke[illegible] exces[illegible] of 40 h[illegible]rs i[illegible] such [illegible]or week, as the case may be.
42. [For Contracts > $150[illegible] Clean Air Act an[illegible] the F[illegible]al [illegible]ollu[illegible]on Cont[illegible]

SAMPLE

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).

39. 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.

SAMPLE

(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.

40. 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.

41. 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.

42. 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:]

43. 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.

SAMPLE

(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 3Residents; 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 are Section 3

(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).

44. 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.

45. 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 100 working days thereafter.

46. 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 and shall pay to the County the sum of Five Hundred Dollars ($ 500.00) as fixed, agreed and liquidated damages for each working day of delay from the above stipulated time for completion.

SAMPLE

47. 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.

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 ensure 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 ensure 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.

§ 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 (1) 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).

Executed Section 3 Plan (Form A1002)

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 13th **day of** February, **2017.**

JUDGE JEFF R. BRANICK
County Judge
Jefferson County, Texas

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHEAEL S. SINEGAL
Precinct No. 2

COMMISSIONER BRENT A. WEAVER
Precinct No. 3

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Local Opportunity Plan

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

_____ 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 _____.

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.

Table A

TABLE A

PROPOSED SUBCONTRACT BREAKDOWN

CONTRACT NUMBER: _____

PROJECT NAME: _____

CONSTRUCTION CONTRACTOR: _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*

*The Project Area is coextensive with the County of _____'s boundaries.

_____ _____

EEO Officer's Signature Date

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				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

SPECIFY TRADE CLASSIFICATION: _____

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: _____

Journeymen				
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: _____

Journeymen				
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.

_____ _____

(EEO Officer's Signature) (COMPANY NAME)

USE ADDITIONAL PAGES IF NECESSARY

SECTION 3 CERTIFICATION OF SELECTED BIDDER

Completed by Prime Contractor Only

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).

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR

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

Name of Signatory (print or type) _____ Title of Signatory _____

Signature _____ 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

Name of Subcontractor _____ Project Name _____

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.

Name & Title of Signer (Print or Type) _____

Signature _____ 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. **(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual 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 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional 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 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 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 journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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 1 01 0, 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 sub paragraph (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. §48:Reorg.Plan No. 14 of 1950, 64 Stat. 1267,5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

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

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 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, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

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

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

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

(d) The term *building or work financed in whole or in part by loans or grants from the 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 97, Jan. 4, 1964, as amended at 38 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/esa/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 10186, 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.

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

(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: 3/23/2021

Bidder (Legal Name of Firm): Jet Aeration of Texas, LLC

Date Organized: _____

Address: 21232 IH 10

Date Incorporated: 2013

Federal ID Number: 46-3565532

Number of Years in contracting business under present name 8

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

_____

_____

_____

Work Presently Under Contract:

Contract	Amount $	Completion Date
OCWCID#1 N Hwy 105	58,000	4/2021
Sabine River Authority - Frontier Park	121,800	4/2021

Type of work performed by your company: General Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
27

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
City of Bridge City, Tx - Regrading/Reshaping Ditches	$298,949.50	6/9/2020
HCWCID#1 - Sanitary Sewer Grinder Pump Station # 13816	$357,874.80	9/11/20
City of West Orange	$180,000	March 2020

Major equipment available for this contract: JT25 Boring Rig, CAT308 Excavator, CAT304 Mini-excavator, Crane Truck, skid steer

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: 960 N Main St Contact Name: Blaine Caillier

City & State: Vidor, TX Zip: 77662 Phone Number: 409-783-2426

Credit available: $ 100,000

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 24th day of March, 2021.

Signature

Sam Stroud II

Printed Name and Title

Owner

Company Name

Continued on Next Page

Statement of Bidders Qualifications Form (Continued)

Notary Statement:

Sam Stroud II, being duly sworn, says that he/she is the Position/Title Owner of Jet Aeration, Texas (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 Jefferson in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 24th day of March, 2021.

Notary Public

Deborah Sue Miller
Signature

Deborah Sue Miller
Printed Name

My Commission Expires: 2022.

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

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

Bidder: Complete & Return this 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)

Jet Aeration of Texas, LLC
21232 IH-10
Vidor, TX 77662

CERTIFICATION BY BIDDER

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

☒ Yes ☐ No

The undersigned hereby certifies that:

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

☒ The 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)

Sam Stroud II - Owner

SIGNATURE

DATE 5/25/2021

Bidder: Complete & Return this Form with Offer.

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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE 3/24/2021
Jefferson County	PROJECT NUMBER (if any) 7218240
C/O	PROJECT NAME Phase #1 - First Time Sanitary Sewer Improvements

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

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any 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:
   Jet Aeration of Texas, LLC
   21232 IH-10
   Vidor, TX 77662

   (b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe) Limited Liability Corporation

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

NAME	TITLE	ADDRESS
Sam Stroud II	Owner	21232 IH-10 Vidor, TX 77662

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

1st Aviation of Texas, LLC
(Contractor)

Date 3/24/2021

By

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of (Jefferson)

Sam Stroud II, being first duly sworn, deposes and says that:

(1) He/She is Owner. of Jet Aviation of Texas, LLC 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) _____

Owner
Title

Subscribed and sworn to me this 24 day of March.

By: Deborah Sue Miller
Notary Public

My commission expires 2022

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Jet Aeration of Texas, LLC as PRINCIPAL, and FCCI Insurance Company, as SURETY are held and firmly bound unto Jefferson County hereinafter called the "Local Public Agency", in the penal sum of Five Percent (5%) of the Total Amount Bid Dollars, ($ 5% of T.A.B.), 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 March 24,2021, for Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240) (IFB 21-004/JW)

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 March, 2021, 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.

Jet Aeration of Texas, LLC (SEAL)

(SEAL)

Attest: Lisa Cecil

By:

Affix Corporate Seal

FCCI Insurance Company

Attest: Kim Ngan Andes
Kim Andes, Analyst

By: Gloria M. Villa
Gloria M. Villa, Attorney-in-Fact

Affix
Corporate
Seal

Attest: By: _____

Countersigned

By N/A _____

* 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.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Sharon Cavanaugh; Sharen Groppell; David R Groppell; Francine Hay; Roxanne G. Brune; Beverly A Ireland; Kurt A Risk; Gloria M. Villa

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 24th day of March, 2021

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

BOND NO. 4404673

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

Jet Aeration of Texas, LLC
(Name of Contractor or Company)

21232 IH 10, Vidor TX 77662
(Address)

a Limited Liability Company, hereinafter called Principal,
(Corporation / Partnership)

and FCCI Insurance Company
(Name of Surety Company)

2435 North Central Expressway, Suite 1000, Richardson TX 75081
(Address)

hereinafter called Surety, are held and firmly bound unto

Jefferson County
(Name of Recipient)

1149 Pearl Street, 1st Floor, Beaumont TX 77701
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ One Hundred Seventeen Thousand, Nine Hundred Nine and 25/100

Dollars, $ 117,909.25 ---------- 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:

Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County
(Project Name)
(Community Development Block Grant) (TxCDBG No. 7218240)

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.

BOND NO. 4404673

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 three (3) counter-parts, each on of (Number) which shall be deemed an original, this the _____ day of _____.

ATTEST: Jet Aeration of Texas, LLC
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____ 21232 IH 10, Vidor TX 77662
(Witness as to Principal) (Address)

21232 IH 10, Vidor TX 77662 _____
(Address)

ATTEST: FCCI Insurance Company
(Surety)

Kourtney Reece By Roxanne G. Brune
(Witness as to Surety) Kourtney Reece (Attorney in Fact) Roxanne G. Brune
2435 North Central Expressway, Suite 1000 2435 North Central Expressway, Suite 1000
Richardson, TX 75081 Richardson, TX 75081
(Address) (Address)

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

BOND NO. 4404673

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

Jet Aeration of Texas, LLC
(Name of Contractor or Company)

21232 IH 10, Vidor TX 77662
(Address)

a Limited Liability Company hereinafter called Principal, and

FCCI Insurance Company
(Name of Surety Company)

2435 North Central Expressway, Suite 1000, Richardson TX 75081
(Address)

hereinafter called Surety, are held and firmly bound unto

Jefferson County
(Name of Grant Recipient)

1149 Pearl Street, 1st Floor, Beaumont TX 77701
(Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of $ One Hundred Seventeen Thousand, Nine Hundred Nine and 25/100 Dollars ($117,909.25) 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:

Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County

(Community Development Block Grant) (TxCDBG No. 7218240)

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and

shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3)

counterparts, each one of which shall be deemed an original, this the _____ day of

_____.

ATTEST:

Jet Aeration of Texas, LLC
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal)

21232 IH 10, Vidor TX 77662
(Address)

21232 IH 10, Vidor TX 77662
(Address)

_____

ATTEST:

FCCI Insurance Company
(Surety)

_____ By _____
(Witness as to Surety) Kourtney Reece
2435 North Central Expressway, Suite 1000
Richardson, TX 75081
(Address)

(Attorney in Fact) Roxanne G. Brune
2435 North Central Expressway, Suite 1000
Richardson, TX 75081
(Address)

BOND NO. 4404673

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, _____, 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: _____

Bidder: Complete & Return this Form with Offer.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Sharon Cavanaugh; Sharen Groppell; David R Groppell; Francine Hay; Roxanne G. Brune; Beverly A Ireland; Kurt A Risk; Gloria M. Villa

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 13th day of May, 2020.

Attest: _____
Christopher Shoucair, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida
Peggy Snow
My Commission GG 283505
Expires 02/27/2023

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, ____

_____
Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104
Austin TX 78714-9104
Fax: 1-512-490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

Copyright 2015 FCCI Insurance Group.

Wage Rate Issuance Notice

A702

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 www.wdol.gov.

TxCDBG Contract:

Grant Recipient Name: **Jefferson County Texas**

TxCDBG Contract #: **TDA 7218240**

LSO Name:	Susan Stover
Detailed Description of Bid Activity:	Sanitary Sewer Improvements
Date LSO Issued Wage Rates:	2-12-21
Estimated Bid Opening Date:	3-24-21

I have determined that the following General Wage Decision to be applicable for this construction work:

Wage Decision Number: TX20210053 Published: 1-1-21

Type of Work (check one): × Heavy ○ Highway ○ Building ○ Residential

ISSUED BY:

Name: Susan Stover Date: 2-12-2021

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***

"General Decision Number: TX20210053 01/01/2021

Superseded General Decision Number: TX20200053

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 $10.95 for calendar year 2021 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 $10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ELEC0479-003 09/28/2020

	Rates	Fringes
ELECTRICIAN	$ 30.00	12.94

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

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

==========

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.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

==========

END OF GENERAL DECISION

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, TX Contract #: 7218240
Project Name: Jefferson County, Texas Phase IV First-Time Sanitary Sewer Improvements Project

Firm Jet Aeration of Texas, LLC Date: 3/19/2021

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed Lisa Cecil 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: Lisa Cecil

Insert name, address, phone number & email address of person appointed as payroll officer

Address: 21232 IH10

City: Vidor State: TX Zip Code: 77662

Telephone No: 409-769-1500 Email Address: lisa.c@team-jet.com

Lisa Cecil ←
Identifying Signature of Appointee

Signature of Appointing Officer: ← Title: Owner ←

Contractor's Payroll Officer Appointment Form *Page 1*

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)
(Expires11/30/2018)

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.

1. Complainant Information:

Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	

2. You are: (check all that apply)

- ☐ Low/Very Low Income Person
- ☐ Public Housing Resident
- ☐ HUD Youthbuild Participant
- ☐ A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)
- ☐ Section 3 Business
- ☐ A Representative of a Section 3 Business
- ☐ Other: _____

3. Basis for alleged noncompliance with Section 3:

☐ Denied Training ☐ Denied Employment ☐ Denied Contracting ☐ Other (see below in item 6)

4. Complaint is against: (check one or more boxes)

☐ Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.) ☐ Contractor ☐ Subcontractor ☐ Other (please specify): _____

5. Who is this complaint being filed against?

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:	

6. **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
☐ Failed to notify Section 3 businesses about contracting opportunities	☐ Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
☐ Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	☐ Failed to notify potential subcontractors about Section 3 requirements
☐ Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	☐ Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
☐ Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	☐ Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
☐ Failed to award contracts to Section 3 businesses	☐ Failed to ensure that its subcontractors complied with Section 3
☐ Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	☐ Failed to train and/or hire Section 3 residents for new employment opportunities
☐ Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
☐ Failed to notify Section 3 residents about training and/or employment opportunities	☐ Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities	☐ Failed to award subcontracts to Section 3 businesses
☐ 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	☐ Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
☐ Failed to hire Section 3 residents for new employment opportunities	☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	☐ Other _____
☐ Other _____	

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

10. **Description of act(s) or incident(s) involving alleged violation of Section 3:** Summarize what happened? Attach additional information if necessary	
11. **Declaration Statement** **I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.**	
Signature	Date

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 (QWHRA); (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 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.

BOSTON REGIONAL OFFICE 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: complaints_office_01@hud.gov *Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont	**FORT WORTH REGIONAL OFFICE** 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: complaints_office_06@hud.gov *Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
NEW YORK REGIONAL OFFICE 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: complaints_office_02@hud.gov *Covers the following states: New Jersey and New York	**KANSAS CITY REGIONAL OFFICE** 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: complaints_office_07@hud.gov *Covers the following states: Iowa, Kansas, Missouri, and Nebraska
PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov *Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia	**DENVER REGIONAL OFFICE** 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: complaints_office_08@hud.gov *Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

ATLANTA REGIONAL OFFICE 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: complaints_office_04@hud.gov *Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands	**SAN FRANCISCO REGIONAL OFFICE** 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: complaints_office_09@hud.gov *Covers the following states: Arizona, California, Guam, Hawaii, and Nevada
CHICAGO REGIONAL OFFICE 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: complaints_office_05@hud.gov *Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin	**SEATTLE REGIONAL OFFICE** 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: complaints_office_03@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): 1, 2, 3, _____.

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

Jet Aeration of Texas, LLC
Company Name

21232 IH-10
Address

Vidor TX 77662
City State Zip

Signature of Person Authorized to Sign

SAM STROUD II
Printed Name

Owner
Title

For clarification of this offer, contact:

SAM STROUD II
Name

409-769-1500 409-769-3577
Phone Fax

SAM.SE team-jet.com
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

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

This contract shall henceforth be referred to as Contract No. 21-004/JW, Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

June 8, 2021
Date

Attest:

~~Carolyn L. Guidry~~
~~County Clerk~~

Theresa Goodness, Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder: Complete & Return this Form with Offer.

BID SUMMARY

Owner: **Jefferson County, Texas**
1149 Pearl Street, 1st floor
Beaumont, Texas 77701

Engineer: **LJA Engineering, Inc.**
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
409-833-3363

Project: **Jefferson County, Texas**
Phase VI: First-Time Sanitary Sewer Improvements Project
TDA – TxCDBG No. 7218240

Receipt is hereby acknowledged of the following addenda to the Plans and Contract Documents.

Addendum No. 1	Dated 3/8/2021	Received	3/8/2021
Addendum No. 2	Dated 3/11/2021	Received	3/11/2021
Addendum No. 3	Dated 3/22/2021	Received	3/22/2021
Addendum No. 4	Dated	Received	

BASE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	1 L.S.	**Mobilization** costs including transportation, moving on site, payment bond, performance bond, insurance, submittals, NOT TO EXCEED 3% of project total, all in accordance with the Plans and Specifications, for three-thousand four hundred thirty four dollars and twenty-five cents per LS.	$ 3,434.25	$ 3,434.25

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	9 EA	Furnish and install **Sanitary Sewer Grinder Pump Station**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, SCH 40 PVC gravity piping tie-in(s), cleanouts, fiberglass tank & cover, submersible grinder pump, control panel, 30A breaker disconnect, electrical conduit & conductors, and floats, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed and existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for five-thousand five hundred seventy-five dollars and 0 cents per EA.	$ 5,575.00	$ 50,175.00
3	5 EA	Construct **Near Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for four thousand five hundred dollars and 0 cents per EA.	$ 900.00	$ 4,500.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
4	4 EA	Construct **Far Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ Six thousand dollars and Ø cents per EA.	$ 1,500.00	$ 6,000.00
5	12 EA	**Abandon Existing On-site Sanitary Sewer Facility**, complete in place, all depths, including but not limited to, disposal of contents in the tank in accordance with all local, state, & federal laws, demolition of existing structures, backfill, surface restoration, seeding, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ three thousand Dollars and Ø Cents per EA	$ 250.00	$ 3,000.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 9529 Gilbert Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for Seven thousand eight hundred fifty dollars and 0 cents per LS.	$ 7,850.00	$ 7,850.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
7	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 14252 Dubois Road,** to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for eight thousand four hundred fifty dollars and -0- cents per LS.	$ 8,450.00	$ 8,450.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
8	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 16539 Sandell Drive**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the plans and specifications for eight thousand two hundred fifty dollars and ~~0~~ cents per LS.	$ 8,250.00	$ 8,250.00
9	1 LS	Provide Trench Safety Plan, sealed by a Professional Engineer licensed in Texas, complete in place, all in strict accordance with the plans and specifications for one thousand five hundred fifty Dollars and ~~0~~ Cents per LS.	$ 1,550.00	$ 1,550.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
10	1,200 LF	Trench Safety System in accordance with specification item No. 950 for all excavations in excess of 5 feet deep, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications for _____ Six-thousand Dollars and ~~0~~ Cents per LF	$ 5.00	$ 6,000.00
11	500 SF	Special shoring as required for Trench Safety in accordance with specification item No. 950, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the Plans and Specifications for two thousand five hundred Dollars and ~~0~~ Cents per SF	$ 5.00	$ 2,500.00

TOTAL BASE BID:

($ 101,709.25 .)

ALTERNATE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
A1	1,200 L.F.	Construct **2" PVC SDR 21 Sanitary Sewer Force Main** by Open Cut installed in trench, by Boring, or by Directional Drilling, complete in place, all depths, including fittings, valves, polywrap, boring, directional drilling insertion pits, steel casing, necessary clearing, embedment, backfill, thrust blocking, surface restoration, seeding, testing, and all appurtenances, all in strict accordance with the Plans and Specifications for sixteen thousand two-hundred dollars and zero cents per LF.	$ 13.50	$ 16,200.00

TOTAL ALTERNATE BID:

(Sixteen thousand two-hundred dollars and zero cents)

($ 16,200.00)

TOTAL BID PRICE

TOTAL BASE BID ITEMS:	$ 101,709.25 .
TOTAL ALTERNATE BID ITEMS:	$ 16,200.00 .
TOTAL AMOUNT BID: *(Base Bid plus Alternate Bid Items)*	$ 117,909.25 .

Amounts are to be shown in both words and figures. In case of discrepancy the amounts shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder or the Bidder whose evaluation by OWNER or whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable.

Bidder agrees that the work will be completed and ready for final payment within **100 working days**. Bidder accepts the provision of the agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the agreement.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions for the Bidding Documents.

In submitting this bid, Bidder represents that Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled bid opening for bids.

Bidder: Jet Aeration of Texas, LLC
Address: 21232 IH-10
Vidor, Texas 77662

Telephone: 409-769-1500

Signed:
By: Sam Stroud II
Title: OWNER
Date: 3/24/2021
Attest: Lisa Cecil

Bidder: Complete & Return this Form with Offer.

(IFB 21-004/JW) Phase VI: First Time Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

FINAL BID TABULATION

			AWARDED BIDDER:			
			Jet Aeration of Texas, LLC 21232 IH 10 Vidor, TX 77662 Contact: Sam Stroud II 409-769-1500 office 409-769-3577 fax sam.s@team-jet.com		**T. Johnson Industries, Inc.** 1443 Hwy. 69 South Kountze, TX 77625 Contact: Josh Armfield 409-246-2440 office 409-782-7005 alt. phone utilityinnovations@gmail.com	
Item No.	Estimated Quantities	Description	Unit Price	Total Amount Bid	Unit Price	Total Amount Bid
1	1 L.S.	**Mobilization:** costs including transporation, moving on site, payment bond, performance bond, insurance submittals, NOT TO EXCEED 3% of project total, all in accordance with the Plans and Specifications	$3,434.25	$3,434.25	$3,000.00	$3,000.00
2	9 EA.	Furnish and install **Sanitary Sewer Grinder Pump Station**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, SCH 40 PVC gravity piping tie-in(s), cleanouts, fiberglass tank & cover, submersible grinder pump, control panel, 30A breaker disconnect, electrical conduit & conductors, and floats, to the limits shown in plans, complete in place, including but not limited to, the connections to proposed and existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications.	$5,575.00	$50,175.00	$6,200.00	$55,800.00
3	5 EA.	Construct **Near Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications.	$900.00	$4,500.00	$850.00	$4,250.00
4	4 EA.	Construct **Far Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications.	$1,500.00	$6,000.00	$1,200.00	$4,800.00
5	12 EA.	**Abandon Existing On-Site Sanitary Sewer Facility,** complete in place, all depths, including but not limited to, disposal of contents in the tank in accordance with all local, state, & federal laws, demolition of existing structures, backfill, surface restoration, seeding, and all appurtenances, all in strict accordance with Plans and Specifications.	$250.00	$3,000.00	$600.00	$7,200.00
6	1 L.S.	Furnish and Install an On-Site Sanitary Sewer Facility at 9529 Gilbert Road, to the limits shown in the plans, to complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing, and all necessary appurtenances, all in strict accordance with the Plans and Specifications.	$7,850.00	$7,850.00	$9,500.00	$9,500.00
7	1 L.S.	Furnish and install an **On-Site Sanitary Sewer Facility at 14252 Dubois Road,** to the limits shown in the plans, to complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing, and all necessary appurtenances, all in strict accordance with the Plans and Specifications.	$8,450.00	$8,450.00	$10,300.00	$10,300.00
8	1 L.S.	Furnish and Install an On-Site Sanitary Sewer Facility at **16539 Sandell Drive,** to the limits shown in the plans, to complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing, and all necessary appurtenances, all in strict accordance with the Plans and Specifications.	$8,250.00	$8,250.00	$10,400.00	$10,400.00
9	1 L.S.	Provide Trench Safety Plan, sealed by a Professional Engineer licensed in Texas, complete in place, all in strict accordance with the plans and specifications.	$1,550.00	$1,550.00	$1,500.00	$1,500.00
10	1,200 L.F.	Trench Safety System in accordance with Specification Item No. 950 for all excavations in excess of 5 feet deep, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications.	$5.00	$6,000.00	$1.00	$1,200.00
11	500 S.F.	Special shoring as required for Trench Safety in accordance with Specification Item No. 950, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications.	$5.00	$2,500.00	$1.00	$500.00
			TOTAL BASE BID =	**$101,709.25**	**TOTAL BASE BID =**	**$108,450.00**

(IFB 21-004/JW)

PRELIMINARY BID TABULATION (CONTINUED)

ALTERNATE BID ITEM:

Item No.	Estimated Quantities	Description	Unit Price	Total Amount Bid	Unit Price	Total Amount Bid
A1	1,200 L.F.	Construct 2" PVC SDR 21 Sanitary Sewer Force Main by Open Cut installed in trench, by Boring, or by Directional Drilling, complete in place, all depths, including fittings, valves, polywrap, boring, directional drilling insertion pits, steel casing, necessary clearning, embedment, backfill, thrust blocking, surface restoration, seeding, testing, and all appurtenances, all in strict accordance wiht the plans and specifications.	$13.50	$16,200.00	$12.00	$14,400.00
			TOTAL ALT. BID=	**$16,200.00**	**TOTAL ALT. BID=**	**$14,400.00**



TOTAL BASE BID =	**$101,709.25**	**TOTAL BASE BID =**	**$108,450.00**
TOTAL ALT. BID =	**$16,200.00**	**TOTAL ALT. BID =**	**$14,400.00**
TOTAL AMOUNT = (BASE & ALT. BID)	**$117,909.25**	**TOTAL AMOUNT = (BASE & ALT. BID)**	**$122,850.00**

Vendor References Form

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Bride City

Address: 260 Rachel Ave Bridge City, Tx 77611

Contact Person and Title: Mike Lund - Director of Public Works

Phone: 409-735-6801 Fax:

Email Address: mlund@Bridgecitytx.com Contract Period: 1/2020 - 5/2020

Scope of Work: Reshaping/Regrading of Roadside Ditches

REFERENCE TWO

Government/Company Name: City of Vidor

Address: 460 E Bolivar St. Vidor, Tx 77662

Contact Person and Title: David LeJune Director of Public Works

Phone: 409-769-2669 Fax:

Email Address: dlejune@ocwc1.com Contract Period: 2/2021 - 4/2021

Scope of Work: N Hwy 105 Water Utility Line Extension

REFERENCE THREE

Government/Company Name: City of West Orange

Address: 2526 Western Ave West Orange, TX 77630

Contact Person and Title: Russell Love

Phone: 409-883-4003 Fax: _____

Email Address: _____ Contract Period: 2019-2020

Scope of Work: Sanitary Sewer Service Line Replacement/Repair

Bidder: Complete & Return this Form with Offer.

Signature Page

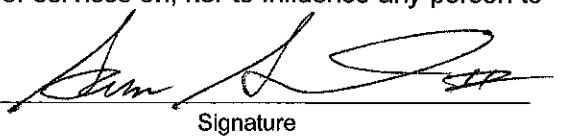
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

Jet Aeration of Texas, LLC	
Bidder (Entity Name)	Signature
21932 IH-10	Sam Stroud II
Street & Mailing Address	Print Name
Vidor, TX 77662	3/23/2021
City, State & Zip	Date Signed
409-769-1500	409-769-3577
Telephone Number	Fax Number
Sam.S@team-jet.com	
E-mail Address	

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **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?

☐ Yes ☐ 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?

☐ Yes ☐ 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

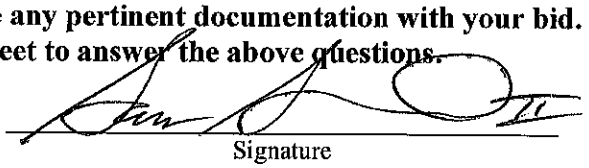
☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

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

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

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

Sam Stroud II
Printed Name of Authorized Representative


Signature

Owner
Title

3/24/2021
Date

Bidder: Complete & Return this Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Jet Aeration of Texas, LLC HUB: ☐ Yes ☐ No

Address: 21232 IH-10 (Street) Vidor (City) TX (State) 77662 (Zip)

Phone (with area code): 409-769-1500 Fax (with area code): 409-769-3577

Project Title & No.: Jefferson County, Texas Phase VI First-Time Sanitary Sewer Improvements - Contract No. 7318240

Prime Contract Amount: $

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

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

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

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative	Signature of Representative	Date
Sam Stroud II	Sam Stroud	3/24/2021
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Jet Aeration of Texas, LLC HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: 21232 IH-10 (Street) Vidor (City) TX (State) 77662 (Zip)

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

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

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

(BLANK PAGE) gw

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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 Jet Aeration of Texas, LLC [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.):	46-3565532
Company Name submitting bid/proposal:	Jet Aeration of Texas, LLC
Mailing address:	21232 IH-10 Vidor, Tx 77663
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Sam Stroud II, the undersigned representative of (company or business name) Jet Aeration of Texas, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

3/23/2021
Date

On this 23 day of March, 2021, personally appeared

Sam Stroud II, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

Deborah Sue Miller
Notary Signature

3/23/21
Date

Bidder: Complete & Return this Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Jet Aeration of Texas, LLC
Company Name

21-004/JW
IFB/RFP/RFQ number

Certification check performed by:

James Wright Asst. Purchasing Agent
Purchasing Representative

June 2, 2021
Date

Bidder: Complete & Return this Form with Offer.

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808

June 2020

Company Name	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	ID000000002241186	GB00BFXWHQ29
DNB ASA	ID000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD.		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	ID000000002228977	XS1217882171
SAMPENSION KP LIVSFORSIKRING A/S	ID000000002708138	DK0011163715

2020 List of Companies Engaging in Scrutinized Business Operations in Sudan
Chapter 2270 of the Texas Government Code

Company Name	ISIN

The United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017. As such, the U.S. Sudanese Sanctions Regulations were amended by the U.S. Office of Foreign Assets Control and authorize all transactions previously prohibited by the Regulations and Executive Orders 13067 and 13412, effective as of January 17, 2017.

However, the changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations (31 C.F.R. part 546) or Executive Orders 13400 or 13664. Accordingly, the Comptroller's office will continue monitoring for companies that meet the pertinent statutory definition of a scrutinized Company, i.e., companies that have been complicit in the Darfur genocide during any preceding 20-month period.

2020 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
ENEOS Holdings, Inc. f/k/a JXTG Holdings Inc	JP3386450005
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
RELX PLC	GB00B2B0DG97
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

Updated November 2020

Designated Foreign Terrorist Organizations

Pursuant to Texas Government Code Chapter 2270

June 2020

Organization
Abdallah Azzam Brigades (AAB)
Abu Sayyaf Group (ASG)
Al-Aqsa Martyrs Brigade (AAMB)
al-Ashtar Brigades (AAB)
al-Mulathamun Battalion (AMB)
al-Nusrah Front
al-Qa'ida (AQ)
Al-Qa'ida in the Indian Subcontinent
al-Qa'ida in the Arabian Peninsula (AQAP)
al-Qaida in the Islamic Maghreb (AQIM)
al-Shabaab
Ansar al-Dine (AAD)
Ansar al-Islam (AAI)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
Ansaru
Army of Islam (AOI)
Asa'b Ahl al-Haq (AAH)
Asbat al-Ansar (AAA)
Aum Shinrikyo (AUM)
Basque Fatherland and Liberty (ETA)
Boko Haram
Communist Party of the Philippines/New People's Army (CPP/NPA)
Continuity Irish Republican Army (CIRA)
Gama'a al-Islamiyya (Islamic Group - IG)
HAMAS
Haqqani Network (HQN)
Harakat ul-Jihad-i-Islami (HUJI)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
Harakat ul-Mujahidin (HUM)
Hizballah
Hizbul Mujahideen (HM)
Indian Mujahedeen (IM)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
ISIL-Khorasan (ISIL-K)
ISIS-Bangladesh
ISIS-Greater Sahara
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Isalamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Jaysh al-Adl (formerly Jundallah)
Kahane Chai (Kach)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
Mujahidin Shura Council in the Environs of Jerusalem (MSC)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia (FARC)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

Source: U.S. Department of State https://www.state.gov/foreign-terrorist-organizations/

List of Scrutinized Companies with ties to Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270

June 2020

Company Name	ISIN

No Companies Identified

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

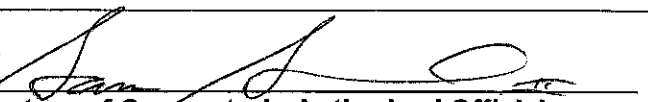
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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



Signature of Contractor's Authorized Official

SAM Stroud II

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

3/23/2021

Date

Bidder: Complete & Return this Form with Offer.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Red

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**3. Report Type:** a. initial filing ____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District,** *if known*:		**5. If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:		**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*		**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*		**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____

Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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 Sam Stroud II (name), who

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

"I, Sam Stroud II (name) am a duly authorized officer of/agent

for Jet Aviation of Texas, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Jet Aviation of Texas, LLC (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: Jet Aviation of Texas, LLC

21232 IH-10 Vidor, TX 77662

Fax: 409-769-3577 Telephone# 409-769-1500

by: Sam Stroud II (print name) Title: Owner

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Sam Stroud II on

this the 24 day of March, 20 21.

DEBORAH SUE MILLER
Notary ID #125860521
My Commission Expires
September 29, 2022

Deborah Sue Miller
Notary Public in and for
the State of Texas

Bidder: Complete & Return this Form with Offer.

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:	
Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2
Tyler-Longview Area:	
Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5
Beaumont-Port Arthur Area:	
Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6
Houston Area:	
Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4
Austin Area:	
Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2
Waco, Killeen, Temple Area:	
Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennanCo.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6
Dallas, Fort Worth Area:	
Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2
Wichita Falls Area:	
Wichita Falls, Clay Co. & Wichita Co.	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0
Abilene Area:	
Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackleford, Stephens, Stonewall & Throckmorton	10.9
San Angelo Area:	
San Angelo & Tom Green Co.	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0

San Antonio Area:

Laredo & Webb Co.	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8
Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4
Corpus Christi Area:	
Corpus Christi, Nueces Co. & San Patricio Co.	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2
Brownsville, McAllen, Harlingen Area:	
Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9
Odessa, Midland Area:	
Midland & Midland Co.	19.1
Odessa & Ector Co.	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
El Paso Area:	
El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewste,r Culbertson, Hudspeth, Jeff Davis & Presidio	49.0
Lubbock Area:	
Lubbock & Lubbock Co.	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5
Amarillo Area:	
Amarillo, Potter Co. & Randall Co.	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler	11.0

4.1.2 Temporary Project Signage

All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the owner. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- constructed of durable materials;

2019 TxCDBG Project Implementation Manual SECTION A - Chapter 4 Contract Special Conditions 09/01/2019 3

- minimum size of 11" x 17" with lettering no smaller than 1/2";
- Required text (or similar)*:

"This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program."

*Note: The text requirement above is satisfied by using the text in this manual. Alternate wording may be approved by TDA upon request.

Temporary sign age may be reused for future TxCDBG projects as appropriate.

TECHNICAL SPECIFICATIONS

ITEM 50 - MOBILIZATION ..... 50 - 1 of 1
ITEM 100 – PIPING CONSTRUCTION AND MATERIALS (SEWER) ..... 100 - 1 of 23
ITEM 120 – PROJECT RECORD DOCUMENTS ..... 120 - 1 of 3
ITEM 125 – SUBSURFACE CONDITIONS ..... 125 - 1 of 1
ITEM 130 – CLEARING & GRUBBING ..... 130 - 1 of 1
ITEM 140 – EMBANKMENT & FILL ..... 140 - 1 of 5
ITEM 150 – EXISTING UTILITIES ..... 150 - 1 of 1
ITEM 160 – STRUCTURAL EXCAVATION ..... 160 - 1 of 2
ITEM 190 – ABANDONMENT & REMOVAL OF EXISTING STRUCTURES ..... 190 - 1 of 3
ITEM 200 – STRUCTURAL CONCRETE ..... 200 - 1 of 16
ITEM 247 – ROAD BASE – FLEXIBLE LIMESTONE ..... 247 - 1 of 5
ITEM 300 - VALVES ..... 300 - 1 of 3
ITEM 325 – SANITARY SEWER SYSTEM TESTING ..... 325 - 1 of 9
ITEM 350 - BORING ..... 350 - 1 of 4
ITEM 380 – HORIZONTAL DIRECTIONAL DRILLING ..... 380 - 1 of 9
ITEM 401 – FLOWABLE BACKFILL ..... 401 - 1 of 3
ITEM 900 - SEEDING ..... 900 - 1 of 5
ITEM 950 – TRENCH SAFETY SYSTEMS ..... 950 - 1 of 4
ITEM 1000 – GRINDER PUMP STATION ..... 1000 - 1 of 6
ITEM 1050 – ON-SITE SANITARY SEWER FACILITY ..... 1050 - 1 of 2
ITEM 1400 – PROJECT SIGNAGE ..... 1400 - 1 of 1
OSSF DESIGN – 14252 DUBOIS ROAD ..... 1 of 7
OSSF DESIGN – 9529 GILBERT ROAD ..... 1 of 7
OSSF DESIGN – 16539 SANDELL DRIVE ..... 1 of 7

ITEM 50

MOBILIZATION

50.01 DESCRIPTION

This item shall consist of the mobilization of personnel, equipment and supplies at the project site in preparation for beginning work on other contract items. Mobilization shall include, but is not limited to, the movement of equipment, personnel, material, supplies, etc. to the project site and the establishment of office and other facilities necessary prior to beginning the work.

50.02 MEASUREMENT

Measurement of the Item, "Mobilization" as specified herein will be by the "Lump Sum", as the work progresses.

50.03 PAYMENT

Partial payments of the "Lump Sum" bid for mobilization will be as follows. The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum bid for Mobilization.

1. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid will be paid.

2. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum will be paid. Previous payment under this item will be deducted from the above amount.

3. When 10% of the adjusted contract amount for construction items is earned, 100% of the mobilization lump sum bid will be paid. Previous payments under this item will be deducted from the above amount.

ITEM 100

PIPING CONSTRUCTION AND MATERIALS (SEWER)

100.01 GENERAL

Construction of sanitary sewer lines includes all preparation of site, clearing, grubbing, excavation, street surface removal, dewatering, sheeting, bracing, laying and joining of pipe, bedding, backfilling, installation of fittings, testing, and clean up of the site. The work includes furnishing of all materials, equipment, tools, labor and all other incidentals to complete the construction.

100.02 SEQUENCE OF WORK

The Contractor shall pursue the job in an orderly fashion. All sewer pipe shall begin at the downstream connection to the existing or proposed facilities. All appurtenances shall be constructed as soon as the pipe line they serve is constructed to their location. The construction of appurtenances may be postponed upon approval of the Engineer and determination that the circumstances were beyond the control of the Contractor. A sufficient space as determined by the Engineer, shall be provided for proper installation at a later time.

At least ten (10) days prior to construction, the Contractor shall submit to the Engineer, in writing, a Construction Plan detailing the sequence in which each line segment will be constructed. The Contractor shall alter this plan at the request of the Engineer. The Contractor shall not deviate from this plan without the approval of the Engineer.

100.03 SUB-SURFACE CONDITIONS

If soil borings have been conducted as part of this project, the boring logs can be found in the Appendix. Neither the Engineer nor the Owner make any guarantees as to the accuracy of this information. The contractor should make himself familiar with the conditions along the project route and area. The contractor may, with the permission of the Engineer, conduct his own sub-surface investigation.

100.04 SITE OF WORK

The Owner will furnish the site, easements, or any right of way considered necessary by the Engineer. If the Contractor needs more working area, he shall make his own arrangements and indemnify the Owner from any damages or claims.

100.05 PROTECTION OF THE PUBLIC

The Contractor shall make any provisions necessary to protect the public from inconveniences and dangers caused by the construction. Storage and stringing of the material and equipment

and excavation shall be done in a manner to cause minimum obstruction and inconvenience to the traffic and the property owners along or adjacent to the construction site. Fire hydrants, water meters, water valves, gas valves, manholes, catch basins, and boxes for telephone, signal, and alarms shall not be obstructed or covered.

The Owner reserves the right to remedy any neglect on the part of the Contractor in regards to public conveniences and safety which may come to its attention. After twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency, when the Owner shall have the right to remedy any neglect without notice, and, in either case, the cost of such work done by the Owner shall be deducted from monies due or to become due to the Contractor.

100.06 HANDLING OF TRAFFIC

The Contractor shall make any provision necessary to handle, direct, and divert traffic when traffic is interrupted due to the contractor's work. At no time shall a street be closed due to the Contractor's construction without 48 hours notification to the city street department. Dead end streets must be kept accessible to the residents at all times.

100.07 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on in, or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals and shall provide such watchmen and shall take such precautionary measures for the protection of persons, property, and of the work, as necessary in the opinion of the Engineer. Barricades shall be recently painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain adequate lights at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor shall be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at the Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights, and for providing watchmen, shall not cease until the project has been accepted by the Owner.

Barricades, signs, and handling of traffic shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices as adopted by the Texas Highway Department, and as directed by the Engineer, all in accordance with these specifications. A copy of the manual is available for review without charge at the Engineer's office.

100.08 PROTECTION OF UTILITIES

The Contractor shall inspect the route of the construction during the bidding period to check the location of such utilities, possibility of any conflict, and addition of new utilities. If, during construction, it is determined that a conflict exists with the alignment of the proposed sewer mains, the Engineer may, at his option, make necessary changes in the alignment of the sewer line. The Contractor shall be responsible for the location of all utilities. Utilities shown on the plans are for informational purposes only. He shall be responsible for making any provisions necessary to protect all utilities, services, and appurtenances. He shall locate and give the owner-operator of each utility that utility's required advance notice prior to progressing to such utility. The Contractor and/or utility owner shall be responsible for repairing and damaged utilities. If the contractor is required to repair a utility, it shall be done without delay.

100.09 PROTECTION OF PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the Owner. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavement, driveways, sidewalks, buildings, service lines, or any other structure in or adjacent to private property. The contractor shall be responsible for any damage to private (or public) property caused by his work.

100.10 PREPARATION OF THE SITE AND THE ROUTE

The Contractor shall make all preparation necessary before excavation starts. The construction site, and or the route which the pipe will be laid in, shall be cleared and grubbed before pipe laying. All stumps, brush, logs, rubbish and other objectionable material shall be removed and disposed of in a manner approved by the Engineer at the sole cost of the Contractor. Burning and/or hauling of the material shall be executed in compliance with ordinances of the City, County, or any other governmental body. If work is proceeding through a utility easement, care shall be taken to clear all the proposed easement as specified above.

100.11 PROTECTION OF STREET AND DRAINAGE

The Contractor shall make all attempts to keep streets and drainage ways open. Streets should be cleaned when the contractor's work leaves the streets dirty and/or muddy. Drainage ditches shall be kept open and if backfilled by the Contractor, they shall be reopened before the crew leaves the site at the end of a working day. The contractor shall provide temporary pumping facilities to provide drainage when a ditch is blocked by the contractor's work, as instructed by the Engineer and the Owner, at no additional cost to the owner.

100.12 MATERIALS

A. PVC GRAVITY SEWER PIPE AND FITTINGS

This specification covers PVC (Poly Vinyl Chloride) pipe to be used as a gravity sewer line.

1. PVC gravity sanitary sewer pipe up to 15" in diameter shall consist of the following:

   a. Pipe. Pipe and fittings shall be manufactured to the dimensions and minimum design criteria as set forth in "Type PSM (Poly Vinyl Chloride) (PVC) Sewer Pipe and Fittings", ASTM D-3034 for diameters up to 15" with an allowed cell classification of 12454-B or 12454-C only. Sanitary sewer pipe in these sizes shall be a minimum SDR 26.

   b. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details. PVC sewer pipe shall be installed in accordance with ASTM D-2321 and the details in the plans.

   c. Joints. Joints shall be push-on type factory pre-molded gasketed joints and installed in accordance with the manufacturer's recommendations.

   d. Fittings. Where specifically called for in the plans, fittings shall be either ductile iron fittings meeting the specifications herein with transition gaskets or SDR 26 PVC heavy wall gasketed sewer fittings meeting ASTM D 3034. SDR 26 fittings are for non-pressure applications.

   e. Service Lines. Sanitary sewer service line shall be 4" SDR 35 or SCH 40 pipe with solvent weld joints. Fittings shall be SDR 35 or SCH 40 fittings. Connections to existing service lines shall be made with a PVC coupling or a flexible fitting with stainless steel straps.

2. PVC gravity sanitary sewer pipe from 18" to36" in diameter shall consist of the following

   a. Pipe. Pipe and fittings shall be manufactured to the dimensions and minimum design criteria as set forth in "Type PSM (Poly Vinyl Chloride) (PVC) Sewer Pipe and Fittings", ASTM F679, with an allowed cell classification of 12454-B or 12454-C only. Sanitary sewer pipe in these sizes shall be a minimum SDR 26 with a minimum pipe stiffness of 115 psi.

b. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details. PVC sewer pipe shall be installed in accordance with ASTM D-2321 and the details in the plans.

c. Joints. Joints shall be push-on type factory pre-molded gasketed joints and installed in accordance with the manufacturer's recommendations.

3. PVC gravity sanitary sewer pipe 48" in diameter shall consist of the following:

a. Pipe. Pipe and fittings shall be manufactured to the dimensions and minimum design criteria as set forth in "Type PSM (Poly Vinyl Chloride) (PVC) Sewer Pipe and Fittings", ASTM F679, with an allowed cell classification of 12454-B or 12454-C only. Sanitary sewer pipe in these sizes shall be a minimum pipe stiffness of 46 psi.

b. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details. PVC sewer pipe shall be installed in accordance with ASTM D-2321 and the details in the plans.

c. Joints. Joints shall be push-on type factory pre-molded gasketed joints and installed in accordance with the manufacturer's recommendations.

B. PVC FORCE MAIN PIPE AND FITTINGS

The following specification covers PVC (Polyvinyl Chloride) pipe to be used under pressure for sanitary sewer force mains. All ANSI and AWWA references shall be the latest revision thereof. All PVC pipe and fittings used in this contract shall meet the requirements of the American National Standards Institute\National Sanitation Foundation (ANSI\NSF) standard 61 and ASTM D-1784. All PVC pipe shall bear the National Foundation Seal of Approval.

1. Pipe. Pipe shall consist of SDR 21 pipe & couplings with push-on type factory pre-molded gasketed joints and shall be made from Class 12454-B virgin compounds as defined in ASTM D-1784 and conforming with the outside dimensions of cast iron pipe.

2. Installation. PVC pipe shall be installed in flat-bottom trenches with tamped backfill and a minimum of three (3) feet of cover as per ASTM D-2774 and/or as shown in the details.

3. Joints. Joints shall be mechanical type or the push-on type as specified with confined elastomeric gasket and installed in accordance with the manufacturer's recommendations.

4. Fittings. Fittings shall be manufactured and tested in accordance with AWWA C-110\ANSI A21.10, "Specification For Gray-Iron and Ductile Iron Fittings For Water and Other Liquids". Fittings shall be Mechanical Joint with Megalug restraining flanges. Transition gaskets shall be used where necessary to connect to existing piping.

C. DUCTILE IRON PIPE

The following specification covers ductile iron pipe to be used in both gravity and pressure applications. All ANSI and AWWA references shall be the latest revision thereof.

1. Pipe and Fittings. Ductile Iron Pipe shall be designed, manufactured, and tested in accordance with ANSI A21.51 (AWWA C-151) and ANSI 21.50 (AWWA C-150). Pipe and spool pieces 12" and smaller shall be Class 350; 14" to 20" shall be Class 250; 24" shall be Class 200; and sizes larger than 24" shall be Class 150, unless otherwise noted on the plans. Flanged joints shall be as per AWWA C-115-1985 and mechanical joints shall be as per AWWA C-111-1985.

   Fittings shall be manufactured and tested in accordance with AWWA C-110\ANSI A21.10, "Specification for Gray-Iron and Ductile Iron Fittings for Water and Other Liquids".

2. Coating. The interior of the pipe and fittings for sanitary sewer lines shall be completely lined with a minimum of 40 MILS of Protecto 401 ceramic epoxy-lining, or prior approved equivalent.

   The exterior of all underground ductile iron pipe and fittings shall be coated with 1 mil of asphaltic coating applied at the factory. All underground ductile iron piping and fittings shall be totally encased with a single layer 8 mils high-density "Polywrap" polyethylene film, ANSI/ASTM D1248, installed to manufacturer's instructions and AWWA C105, unless otherwise specified.

   The exterior of all exposed (above ground) ductile iron pipe and fittings shall be prepared and coated according to the below specifications.

   Priming (by pipe manufacturer) - **All above ground (exposed) ductile iron pipe shall be shop primed.** The primer shall be compatible with Tnemec paint. The pipe supplier shall supply the Contractor with one gallon of the same primer used to prime the pipe so that the Contractor can field prime areas of the pipe that may be damaged during delivery.

Field painting - All exposed (above ground) ductile iron pipe and fittings shall be prepared and coated according to the following specifications:

Surface preparation: Sand all surfaces using 150 grit sandpaper to uniform and thoroughly abraded surface. If necessary, clean surface with solvents (for example, MEK) to remove grease, oil and other soluble contaminants. All surfaces shall by dry, clean and free of all dust, dirt, oil, grease and other contaminants. In areas where the coating has been damaged, clean with wire brushes and apply one coat of primer (provided by pipe supplier) to the bare area. Feather edges smooth. All surface preparation shall be in accordance with the painting specification, or approved equivalent.

First coat: Apply one coat of Tnemec Series N69 Hi-Build Epoxoline II at 6.0 to 8.0 dry mils. Thin only with Tnemec No. 4 Thinner.

Finish coat: Apply one coat of Tnemec Series 1074 Endura-Shield II at 2.0 to 5.0 dry mils. Thin only with Tnemec No. 39 Thinner. Finish color shall be battleship grey.

For ductile iron piping to be used in a sewage wetwell environment the following coating shall be used.

First coat: Apply one coat of Tnemec Series N69 Hi-Build Epoxoline II at 6.0 to 8.0 dry mils. Thin only with Tnemec No. 4 Thinner.

Finish coat: Apply one coat of Tnemec Series N69 Hi-Build Epoxoline II at 2.0 to 5.0 dry mils. Thin only with Tnemec No. 4 Thinner. Finish color shall be battleship grey.

3. Joints. Pipe and fittings shall be furnished with the type of joint and end combinations as well as pressure class specified. Mechanical joint fittings shall be furnished complete with glands, gaskets and nuts and bolts. Mechanical Joint fittings shall have Megalug restraining flanges and transition gaskets shall be used where necessary to connect to existing piping. Flanged joint fittings shall be furnished complete with gaskets and nuts and bolts. All bolts, glands and gaskets shall be in accordance with AWWA Standard Specification C111-85 and installed in accordance with the manufacturer's recommendations.

4. Installation. Ductile Iron pipe shall be installed in flat-bottom trenches with tamped backfill as shown in the details.

D. HIGH DENSITY POLYETHYLENE (HDPE) PIPE

This specification covers HDPE (High Density Polyethylene) pipe to be used as a sewer main. Pipe shall be manufactured from a high density high molecular weight polyethylene (HDPE) resin which conforms to ASTM D-1248 and AWWA C906 and meets the requirements for Type III, Class B, Grade P34, Category 5, and has a PPI rating of PE 3408, when compounded. The pipe produced from this resin shall have a minimum cell classification of 345434E (inner wall shall be light in color) under ASTM D3350.

Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) or IPS (Iron Pipe Size) as shown on the plans and in the specifications.

Before beginning work, the Contractor shall submit to the Engineer for approval, the vendor's specific technical data with complete physical properties of pipe and pipe dimensions pertinent to this job.

The outside diameter and minimum wall thickness shall conform to dimensions listed in Table I and shall be measured in accordance with ASTM D-2122.

TABLE 1
POLYETHYLENE PIPE DIMENSIONS

DIPS (Inches)	NOMINAL OD (Inches)	MINIMUM WALL THICKNESS (Inches)	
		DR 17	DR 11
4	4.80	0.282	0.436
6	6.90	0.406	0.627
8	9.05	0.532	0.823
10	11.10	0.653	1.009
12	13.20	0.776	1.200
14	15.30	0.900	1.391
16	17.40	1.024	1.582
18	19.50	1.147	1.773
20	21.60	1.271	1.964
24	25.80	1.518	2.345

30	32.00	1.882	2.909

Standard dimension ratio is calculated by dividing the specified outside diameter by the minimum wall thickness. The wall thickness tolerance shall be within plus 12%.

Tests for compliance with this specification shall be made according to the applicable ASTM specification. A certificate of compliance with this specification shall be provided by the manufacturer for all material furnished under this specification. In addition, the purchaser may, at his own expense, witness inspection and test of the materials.

1. Intermediate Connections

   a. Fusion Fittings

      Fusion couplings for adjoining HDPE pipe in the trench may be used. Materials shall be as specified by the pipe manufacturer. Installation procedures shall only include equipment recommended and provided by the pipe manufacturer. The Contractor **MUST** provide proof to the Engineer that the equipment used in the installation process is approved by the pipe manufacturer for use on the pipe and fusion fittings to be used in this project.

2. Installation Procedures

   a. Finished Pipe

      Pipe with gashes, nicks, abrasions, or any such physical damage which may have occurred during storage and/or handling, which are larger/deeper than 10% of the wall thickness shall not be used and shall be removed from the construction site. The installed pipe shall meet requirements of the pressure test as specified herein.

   b. Pipe Joining

      Sections of polyethylene replacement pipe shall be assembled and joined on the job site above the ground. Joining shall be accomplished by the heating and butt-fusion method in strict conformance with the manufacturer's printed instructions and ASTM D-2657.

      The butt-fusion method for pipe joining shall be carried out in the field by operators with prior experience in fusing polyethylene pipe with similar equipment using proper jigs and tools per standard procedures outlined by

the pipe manufacturer. These joints shall have a smooth, uniform, double rolled back bead made while applying the proper melt, pressure, and alignment. It shall be the sole responsibility of the Contractor to provide an acceptable butt-fusion joint. All joints shall be made available for inspection by the Engineer before insertion. The replacement pipe shall be joined on the site in appropriate working lengths near the insertion pit.

c. Insertion of Pipe

The pipe shall be allowed time to relax prior to making connections and sealing the ends of casing. The Contractor shall allow the time recommended by the manufacturer, but not less than twelve (12) hours, for the pipe to relax from the stretching incurred during the pulling process.

3. Testing of HDPE Pipe

Pressure testing will be required as called for in the Technical Specifications Item 320.

4. Quality Assurance

a. Referenced Specifications for HDPE: This Specification references American Society for Testing and Materials (ASTM) standard specification and American Water Works Association (AWWA) standards, which are made apart hereof by such reference and shall be the latest edition and revision thereof:

1. ASTM D 1784 - Specification for Rigid (Poly Vinyl Chloride) (PVC) Compounds.
2. ASTM D 1248 - Polyethylene Plastics Molding and Extrusion Material.
3. ASTM D 2122 - Determining Dimensions of Thermoplastic Pipe and Fittings.
4. ASTM D 2412 - Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading.
5. ASTM D 2837 - Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
6. ASTM D 3350 - Polyethylene Plastics Pipe and Fittings Materials.
7. ASTM F 385 - Practice for Insertion of Flexible Polyethylene Pipe Into Existing Sewers.
8. ASTM F 714 - Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter.

9. AWWA C906 - Polyethylene (PE) Pressure Pipe and Fittings, 4 in. through 63 in. for Water Distribution.

b. Causes for rejection of piping material and fittings shall include but not be limited to physical defects in pipe including but not limited to concentrated ridges, chain marks, discoloration, excessive spot roughness, pitting, visible cracks, foreign inclusions, and varying wall thickness.

E. SERVICE TAPS

Service taps shall be as per details located in the plans. If no details are provided, the service taps shall be made using a flexible saddle and series 300 stainless steel bands, as manufactured by Hefco Plastics, Inc., an In Insert-a-Tee, or prior approved equivalent. The saddle shall be constructed of a durable non-corrosive material. The saddle may be either "T" shaped or wye shaped. Where applicable on large diameter pipes, Insert-a-Tee fittings may be used in lieu of saddles.

100.13 EXCAVATION AND BACKFILL

Excavation for the sewer line shall be by open trench method as necessary to install the sewer main to the grade and alignment shown on the plans. Backfill and bedding shall be in accordance with the details in the plans for each specific surface type. Backfill of stabilized material in the street shall be done in 12" lifts or as indicated in the plans and shall be compacted as indicated in the plans to prevent voids in the backfill. Surface restoration shall be as shown in the details and shall be to the original condition or better. Backfill outside of the pavement shall done in 12" lifts and shall be the more stricter of that shown in the plans or select native material compacted to the density of the surrounding soil except driveways which shall be the same as for streets of the same types of materials. Backfilling shall begin as soon as the joining of the pipe has been completed. All open trenches and pits shall be backfilled before the end of the day. No open pits shall be left open overnight unless they are barricaded in accordance with this specification and they are out of the roadway.

All excavations deeper than five (5) feet shall adhere to the trench safety specification herein.

A. BEDDING

The bedding will typically be 6" thick or as indicated in the details. The bedding should be compacted as indicated except that joint locations shall be over excavated to allow the pipe to rest on its barrel and not on the bell or joints. The top 2" of the bedding area shall be loosened to provide a soil envelope for the pipe barrel. Bedding material shall be as specifically called for in the plans and details in accordance the definitions below:

1. Select (Native) Fill - select fill material shall be composed of native material or material obtained from borrow, channel, or structural excavations as approved by the

Engineer. The select material may be composed of graded sand-clay mixtures; graded gravel (less than three (3") inches) with sand-clay binder; and /or sand. This material shall have a binder with a Plasticity Index between 0 and 13 and a liquid limit less than 46. The material shall be free of vegetation, debris, rocks with a diameter over 1.5 inches and clay lumps. This material shall not include soils with a Unified System Classification of OL, MH, OH, CH, and PT or soils with an AASHTO classification of A-7. Sand-clay material should be 50-70% sand and 30-50% clay with sand size range being that portion passing a #10 sieve and retained on a #270 sieve, or as approved by the Engineer;

2. Crushed Stone - crushed stone shall be Class I materials, well graded angular crushed stone in the range of 3/4" to 1/16" with good stability. Crushed stone shall be graded in accordance with Size #67 and #68 of AASHTO M43, ASTM D448;

3. Sand (or Bank Sand) - sand shall be Class II materials, sands with very little or no fines. Soils with a Unified System Classification of SW, SM, and SP, or an AASHTO classification of A-3 shall be required.

4. Gravel - gravel shall be Class II materials, have less than 10% by weight fines. The sieve analysis of gravel shall be in accordance with Size #67 or #68 of AASHTO M43, ASTM D448;

5. Concrete - concrete shall be Class B concrete in accordance the applicable specifications herein.

B. PIPE ZONE

Pipe Zone backfill is from the top of the bedding to normally a minimum of 12" above the top of the pipe but as indicated on the plans and details. Backfill shall be one of the materials listed above, as indicated on the plans and details. Only hand operated compaction equipment shall be used within the pipe zone.

The Contractor shall not disturb the pipe location, jointing, or embedment when moving trench protection equipment. Removal of trench protection below the top of the pipe and within 2 ½ pipe diameters of each side of the pipe shall not be done once the pipe zone has been compacted. Any voids left in the embedment material or relaxing of the trench envelope by support removal shall be carefully filled with granular material and compacted as indicated in the plans and details.

C. BACKFILL ABOVE THE PIPE ZONE

Backfill above the pipe zone and ultimate surface restoration shall be as shown on the plans and details for the specific conditions.

100.14 BACKFILL COMPACTION TESTING

The Contractor shall have all necessary laboratory testing performed at his own expense by a commercial laboratory acceptable to the Engineer. Reports shall be provided to the Engineer on a regular basis or as soon as they are provided to the Contractor. If a section of backfill fails a compaction test, the Contractor shall immediately remedy the situation by excavating the failed area and recompacting with new material and re-testing each lift at his own expense. If the Owner elects to conduct additional testing at its own expense, the Contractor shall coordinate with the Owner's testing laboratory regarding access to the construction, scheduling, and notification of on going work.

Materials shall be compacted to the minimum percentage indicated on the plans of the Standard Proctor Density as determined by ASTM D698. In place density tests shall be performed in accordance with ASTM D2922 at a frequency of every 300 linear feet of trench for the bedding and each lift within the pipe zone and each lift within the backfill above the pipe zone where a specific density percentage requirement is called out. Where the details call for compaction to the density of the surrounding soil, compaction testing is not required.

Stabilized sand backfill shall be compacted to the minimum percentage indicated on the plans of the maximum dry density as determined by ASTM D558 .

100.15 LAYING OF PIPE

The Engineer has provided sufficient information on the plan sheets to establish horizontal alignment of the sewer mains to be constructed. Unless otherwise noted in the plans and specifications, no construction staking will be provided by the Engineer. The contractor is responsible for both horizontal and vertical control. Proper implements, tools, and equipment should be used for placement of the pipe in the trench to prevent damage. Under no circumstances should the pipe or accessories be dropped into the trench. Jointing of pipes shall be in strict accordance with manufacturer's printed instructions. Each pipe segment shall rest on the bottom of the trench the entire length of the pipe.

PVC Pipe shall be installed in accordance with ASTM D-2774. Pipe bells should be laid on the upstream end. All foreign matter or dirt should be removed from the pipe interior. Pipe joints should be assembled with care. Whenever pipe laying is interrupted, the open ends of installed pipe shall be closed to prevent entrance of trench water, mud, or foreign matter.

All pipe lines must be laid in a straight line, unless otherwise shown on the drawings, with the flow line of the pipe at the grade shown on the plans. Pipe joints shall not be located inside of manholes. Instead, pipe bells shall be placed two to three feet outside of the manhole walls and a straight pipe section used to make the entry.

No variation from true and even grade, alignment, and invert will be permitted except to avoid existing underground utilities, and then only with the written permission of the Engineer.

If a piece of pipe that is installed is determined to be defective or collapses, the Contractor shall replace that section of pipe, at no additional cost to the Owner, including surface restoration.

100.16 FLOW CONTROL

The contractor shall bypass pump when necessary to maintain sewer service. Temporarily blocking of a line is permissible as long as the Owner is given 24 hours notice and the sewer main is restored to service at the end of the day. The contractor shall not allow any sewage to back up into private property and shall continually monitor a blocked sewer line to prevent overflows. If this happens, the contractor shall replace and restore any damaged Owner or private property to its original condition or better.

100.17 LOCATING INTERSECTING PIPES

The Contractor shall make attempts to locate intersecting lines ahead of pipe laying. He shall locate and excavate in advance any sewer lines which will be tied into the system being constructed. All service connections shall be restored to the property line immediately. No residence shall be left out of service overnight.

All pipe lines and gas lines, as well as underground power lines and telephone cables, shall be located and the owner given proper notification prior to construction near the lines.

100.18 DEWATERING

Under no circumstances shall the surface water be allowed to flow in the trench. When ground water exists in the trench, the Contractor shall drain it away from the pipe laying area, pump it out of the trench, or provide for dewatering by other means. Well pointing, when provided for in the Bid Proposal, shall be paid for at the bid price and other means of trench dewatering will be incidental to the line installation. The approval of the engineer is required prior to using well pointing. When not provided for in the Bid Proposal, well pointing shall be considered incidental to other appropriate bid items.

100.19 TRENCH BOTTOM STABILIZATION

If quicksand, water sand, or standing water is present in the trench bottom, and cannot be removed with dewatering or dewatering is not included in the project, the Contractor shall, with the approval of the Engineer, undercut the trench subgrade a minimum of 6" (or more as necessary) below the bedding area and replace it with a Class I granular material, such as crushed stone or gravel, wrapped in a non-woven filter fabric. The filter fabric shall be

overlapped a minimum of 12".

Payment shall be as specified in the Payment portion of this specification. No payment shall be made for trench bottom stabilization unless approval from the Engineer is obtained prior to placement of the material.

100.20 STREET SURFACES

Streets shall be restored in the most workmanlike manner without needless delay and shall in every respect be equal in quality, character, material and workmanship to the original street or better. The expense of restoring the streets must be included in the price bid per linear foot for main lines, unless otherwise provided. Backfill in and along streets shall be as per the details in the plans. If the streets are not immediately restored, temporary base material shall be placed in the upper portion of the excavation until such time that the street is restored to its original condition. No extra payment will be made for temporary street materials.

100.21 CROSSING OF DRIVEWAYS

Should the Contractor damage any portions of a driveway, or Wastewater Treatment Plant (WWTP) road the shall restore those driveways and their culverts to their original condition or better as soon as possible. He shall inform citizens which will be affected by this work at least 24 hours prior to the start of the work. No driveway shall be left unusable overnight.

All asphalt and concrete driveways shall be bored without casing unless otherwise noted on the plans.

For any disturbed concrete driveways, the disturbed areas shall be backfilled to within 2" of the existing concrete with 2 sack per ton stabilized sand and then with 3000 psi reinforced concrete. Asphalt driveways shall be replaced similarly to asphalt streets, as shown in the details in the plans. Driveways which are open cut shall be replaced with sand or native material around the pipe, 2 sack per ton cement stabilized sand to within 8" of the surface, and with the original material to the surface and to the original condition or better. Care should be taken when compacting the backfill under existing driveways so that future settlement does not occur.

This backfill is only for those driveway crossings called for in the plans to have stabilized backfill. Any other areas must have the approval of the Engineer prior to placement of stabilized backfill.

100.22 UTILITY LINE CROSSINGS

The plans note the existence of pipe lines and utility lines in the route of construction. Exact locations are not in the plans. The Owner and the Engineer assume no responsibility for inaccuracies, additions, omissions, or revisions. It is the responsibility of the Contractor to

locate all utility lines, contact the owner of the utility line, and make arrangements for crossing such lines. It is best to locate such lines a few hundred feet ahead of the pipe laying operation in order to make revisions in grade or alignment, if they are necessary and approved by the Engineer.

100.23 EXCESS SOILS

Excess soils shall be disposed of by the Contractor in accordance with all local, state, and federal laws. The Contractor shall make his own arrangements, at his own cost, to dispose of the excess soils in a manner approved by the Engineer. If, in the opinion of the Engineer, the excess soils constitute a hazard or a nuisance, the Contractor shall dispose of those soils immediately.

110.24 AGENCY REQUIREMENTS TO BE MET

All water and sewer lines installed shall meet the requirements of the Texas Commission on Environmental Quality (TCEQ). Sewer lines shall comply with the requirements of design criteria for sewerage systems as established by the TCEQ. In particular, all sanitary sewer installations shall be in accordance with the 30 TAC Chapter 217:

§217.53(d) Separation Distances.

For this section the term "Reclaimed Water Line" and "Non-Potable" water line shall be the same.

The following rules apply to separation distances between potable water, water lines and sanitary sewers.

A. Separation distances between public water supply pipes and wastewater collection system pipes or manholes.

(1) Collection system pipes must be installed in trenches separate from public water supply trenches.

(2) Collection system pipes must be no closer than nine feet in any direction to a public water supply line.

(3) If a nine-foot separation distance cannot be achieved, the following guidelines will apply:

(a) If a collection system parallels a public water supply pipe the following requirements apply:

(i). A collection system pipe must be constructed of cast iron, ductile iron, or PVC meeting ASTM specifications with at least a 150 pounds per square inch (psi) pressure rating for both the pipe and joints.

(ii). A vertical separation must be at least two feet between the outside diameters of the pipes.

(iii). A horizontal separation must be at least four feet between the outside diameters of the pipes.

(iv). A collection system pipe must be below a public water supply pipe.

(b) If a collection system pipe crosses a public water supply pipe, the following requirements apply:

(i). If a collection system is constructed of cast iron, ductile iron, or PVC with a minimum pressure rating of 150 psi, the following requirements apply:

(I). A minimum separation distance is six inches between outside diameters of the pipes.

(II). A collection system pipe must be below a public water supply pipe.

(III). Collection system pipe joints must be located as far as possible from an intersection with a public water supply line.

(ii). If a collection system pipe croses under a public water supply pipe and the collection system pipe is constructed of acrylonitrile butadien styrene (ABS) truss pipe, similar semi-rigid plastic composite pipe, clay pipe, or concrete pipe with gasketed joints, the following requirements apply:

(I). A minimum separation distance is two feet.

(II). If a collection system pipe is within nine feet of a public water supply pipe, the initial backfill around the collection system pipe must be:

(-a-) sand stabilized with two or more 80 pound bags of cement per cubic yard of sand for any section of collection system pipe within nine feet of a public water supply pipe.

(-b-) installed from one quarter of the diameter of the collection system pipe below the centerline of the collection system pipe to one pipe diameter (but not less than 12 inches) above the top of the collection system pipe.

(iii). If a collection system crosses over a public water supply pipe, one of the following procedures must be followed:

(I) Each portion of a collection system pipe within nine feet of a public water supply pipe must be constructed of cast iron, ductile iron, or PVC pipe with at least 150 psi pressure rating using appropriate adapters.

(II). A collection system pipe must be encased in a joint of at least 150 psi pressure class pipe that is:

(-a-) centered on the crossing;

(-b-) sealed at both ends with cement grout or manufactured seal;

(-c-) at least 18 feet long;

(-d-) at least two nominal sizes larger than the wastewater collection pipe; and

(-e-) supported by spacers between the collection system pipe and the encasing pipe at a maximum of five-foot intervals.

4. Public water supply pipe and collection system manhole separation.

A. Unless collection system manholes and the connecting collection system pipe are watertight, as supported by leakage tests showing no leakage, they must be installed a minimum of nine feet of horizontal clearance from an existing or proposed public water supply pipe.

B. If a nine-foot separation distance cannot be achieved, the requirements in paragraph (3) of this subsection apply.

B. Non potable water line/sewer line separation

For this section the term "Reclaimed Water Line" and "Non-Potable" water line shall be the same.

Where a reclaimed water line parallels a sewer line, horizontal separation distance shall be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines which parallel sewer lines may be placed in the same benched trench.

1. New waterline installation - parallel lines.

a. Where new potable water lines.

(I) Where a new potable waterline parallels an existing, non-pressure or pressure rated wastewater main or lateral and the licensed professional engineer licensed in the State of Texas is able to determine that the existing wastewater main or lateral is not leaking, the new potable waterline shall be located at least two feet above the existing wastewater main or lateral, measured vertically, and at least four feet away, measured horizontally, from the existing wastewater main or lateral. Every effort shall be exerted not to disturb the bedding and backfill of the existing wastewater main or lateral.

(II) Where a new potable waterline parallels an existing pressure rated wastewater main or lateral and it cannot be determined by the licensed professional engineer if the existing line is leaking, the existing wastewater main or lateral shall be replaced with at least 150 psi pressure rated pipe. The new potable waterline shall be located at least two feet above the new wastewater line, measured vertically, and at least four feet away, measured horizontally, from the replaced wastewater main or lateral.

(III) Where a new potable water line parallels a new wastewater main,

the wastewater main or lateral shall be constructed of at least 150 psi pressure rated pipe. The new potable water line shall be located at least two feet above the wastewater main or lateral, measured vertically, and at least four feet away, measured horizontally, from the wastewater main or lateral

2. New waterline installation - crossing lines.

   a. Where a new potable waterline crosses an existing, non-pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least two feet above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral is disturbed or shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.

   b. Where a new potable waterline crosses an existing, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.

   c. Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and the standard pipe segment length of the wastewater main or lateral is at least 18 feet, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least two feet above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a

minimum pipe stiffness of 115 psi at 5.0% deflection. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause f) of this subparagraph) for the total length of one pipe segment plus 12 inches beyond the joint on each end.

d. Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and a standard length of the wastewater pipe is less than 18 feet in length, the potable water pipe segment shall be centered over the wastewater line. The materials and method of installation shall conform with one of the following options.

(I) Within nine feet horizontally of either side of the waterline, the wastewater pipe and joints shall be constructed with pipe material having a minimum pressure rating of at least 150 psi. An absolute minimum vertical separation distance of two feet shall be provided. The wastewater main or lateral shall be located below the waterline.

(II) All sections of wastewater main or lateral within nine feet horizontally of the waterline shall be encased in an 18-foot (or longer) section of pipe. Flexible encasing pipe shall have a minimum pipe stiffness of 115 psi at 5.0% deflection. The encasing pipe shall be centered on the waterline and shall be at least two nominal pipe diameters larger than the wastewater main or lateral. The space around the carrier pipe shall be supported at five-foot (or less) intervals with spacers or be filled to the springline with washed sand. Each end of the casing shall be sealed with watertight non-shrink cement grout or a manufactured watertight seal. An absolute minimum separation distance of six inches between the encasement pipe and the waterline shall be provided. The wastewater line shall be located below the waterline.

(III) When a new waterline crosses under a wastewater main or lateral, the waterline shall be encased as described for wastewater mains or laterals in subclause (II) of this clause or constructed of ductile iron or steel pipe with mechanical or welded joints as appropriate. An absolute minimum separation distance of one foot between the waterline and the wastewater main or lateral must pass a pressure and leakage test as specified in AWWA C600 standards.

e. Where a new potable waterline crosses a new, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over

the wastewater line such that the joints of the waterline pipe or equidistant and at least nine feet horizontally from the center line of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a minimum pressure rating of at least 150 psi. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause (f) of this subparagraph for the total length of one pipe segment plus 12 inches beyond the joint on each end.

f. Where cement stabilized sand bedding is required, the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume(at least 2.5 bags of cement per cubic yard of mixture). The cement stabilized sand bedding shall be a minimum of six inches above and four inches below the wastewater main or lateral. The use of brown coloring in cement stabilized sand for wastewater main or lateral bedding is recommended for the identification of pressure rated wastewater mains during future construction.

100.25 MEASUREMENT AND PAYMENT

Pipe and fittings will be measured by the linear foot of pipe complete in place. Such measurement will be along the centerline between the ends of the pipe barrel, as installed. When provided for in the bid proposal, unit price shall include all materials, labor, excavation, backfilling, testing, pavement and surface restoration, seeding where required, bypass pumping, and other incidentals necessary for a complete installation. Otherwise, all piping shall be incidental to appropriate bid items. No payment shall be made for line that is not backfilled. Unless specifically provided for in the bid proposal, there will be no extra payment for the removal and disposal of brush, trees, and roots. Such payment shall be incidental to the installation of the pipe.

Special embedment materials, if approved by the Engineer and provided for in the bid proposal, shall be paid for at the unit bid per linear feet of trench, otherwise it shall be incidental to the appropriate bid items. Special embedment material shall be materials determined to be necessary after inspection of the trench bed. Sand, if used, is not considered special embedment material. Non-woven filter fabric, if used and approved by the Engineer and provided for in the bid proposal, shall be paid for at the unit price bid per linear feet of trench, otherwise it will be incidental to the appropriate bid items.
If not specifically provided for in the bid proposal, no extra payment will be made for the control of groundwater or surface water in trenches or pits, including well pointing systems. Such payment shall be considered incidental to cost of the various bid items.

Fittings shall be paid for individually if specifically called for in the plans and provided for in the bid proposal. Any other fittings that are a result of a field decision shall be incidental to the line work. The cost for the Megalug restraining flanges and any necessary transition gaskets shall be considered incidental to the installation of the fittings. Payment for the connections of proposed lines to existing lines shall be considered full payment for the connection regardless of any field modifications or other fittings that may be necessary due to space or other limitations or conditions.

ITEM 120

PROJECT RECORD DOCUMENTS

120.01 GENERAL

Prepare and maintain record documents for the project to accurately reflect the construction "As Built." Documents must be maintained up to date on an ongoing basis. Proof of this shall be required for each monthly pay estimate. Documents must also be submitted at work completion as a condition of final acceptance.

120.02 MAINTENANCE OF RECORD DOCUMENTS

A. Maintain at the job site, one copy of:

(1) Contract drawings.

(2) As-Built drawings.

(3) Specifications.

(4) Addenda.

(5) Reviewed shop drawings.

(6) Change orders and field orders.

(7) Other contract modifications.

(8) Field test records.

(9) Correspondence.

B. Store record documents in an approved location apart from documents used for construction. Do not use record documents for construction purposes. Provide files and racks for orderly storage. Maintain documents in clean, dry, legible condition. Make documents and samples available at all times for inspection by the Engineer.

120.03 MARKING DEVICES

Mark all changes legibly in red ink.

120.04 RECORDING

A. Keep record documents current. Do not permanently conceal any work until required information has been recorded.

B. Label each document "PROJECT RECORD" in neat, large, printed letters. Legibly mark contract drawings to record actual construction:

(1) Alignment and profile of water line, and location and depth of appurtenances.

(2) Horizontal and vertical location of underground and under slab utilities and appurtenances referenced to permanent surface improvements.

(3) Location of internal utilities and appurtenances referenced to permanent surface improvements.

(4) Field changes of dimension and detail.

(5) Changes made by change order or field order.

(6) Details not on original contract drawings.

C. Legibly mark specifications and addenda to record:

(1) Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

(2) Changes made by change order or field order.

(3) Other matters not originally specified.

D. Legibly annotate shop drawings to record changes made after review.

120.05 SUBMITTAL

A. At project completion, deliver record documents to the Engineer. Place all letter-sized material in a 3-ring binder, neatly indexed. Bind contract drawings and shop drawings in rolls of convenient size for ease of handling.

B. Accompany the SUBMITTAL with a transmittal letter in duplicate, containing:

(1) Date.

(2) Project title and number.

(3) Contractor's name and address.

(4) Title and number of each record document.

(5) Certification that each document as submitted is complete and accurate.

(6) Signature of Contractor.

ITEM 125

SUBSURFACE CONDITIONS

125.01 DESCRIPTION

Soil borings have been conducted as part of this project. A copy of the boring logs and the soils report is included in the Appendix. The Contractor may, with the permission of the Engineer, conduct his own subsurface investigation to establish the condition of the soil. Neither this specification nor any other portion of the Plans and Specifications shall be construed as being a warrant of subsurface conditions.

125.02 ADDITIONAL INFORMATION

Bidders should visit the proposed project site to acquaint themselves with the site conditions prior to bidding on the project.

125.03 CONSTRUCTION METHODS

The Contractor shall submit a plan of construction, including sketches and other information, covering in detail his proposed construction methods, procedures, and equipment.

ITEM 130

CLEARING AND GRUBBING

130.01 SCOPE

Clearing and grubbing shall consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter.

130.02 CONSTRUCTION METHODS

The entire street or drainage right-of-way and/or other specified areas shall be cleared, except such trees and brush as may be designated by the Engineer for preservation. Trees and brush designated to be left in place shall be carefully trimmed as directed and shall be protected from scarring, barking or other injuries during construction operations.

When directed by the Engineer, this item shall receive priority and shall be completed throughout the project.

Areas required for embankment construction, structural fill, foundation construction and any other construction shall be cleared and grubbed a minimum of 8" or more if indicated in the plans from natural ground and shall remove all organic materials prior to subbase preparation.

On areas required for roadway, channel or structural excavation and for storm sewer construction, all stumps, roots, etc., shall be removed to a depth of at least two (2) feet below the existing ground surface. All holes remaining after clearing and grubbing shall be backfilled with select materials and tamped as directed by the Engineer.

All cleared and grubbed material shall become the property of the Contractor and shall be disposed of at the Contractor's expense.

130.03 MEASUREMENT AND PAYMENT

When specifically included as a Bid Item, Clearing and Grubbing performed as specified herein, will be measured by the acre of surface area as measured on the ground within the limits designated on the plans. All work performed satisfactorily as specified and measured as herein provided shall be paid for at the unit price bid for "Clearing and Grubbing" which price shall be full compensation for furnishing all labor, materials, equipment, tools, supplies and incidentals necessary to perform the work as specified.

When not included as a Bid Item, Clearing and Grubbing will not be paid for directly but will be considered subsidiary to pay items.

ITEM 140

EMBANKMENT AND FILL

140.01 DESCRIPTION

This item shall govern the placement and compaction of all materials obtained from roadway, borrow, channel, structural excavation and purchased material for utilization in the construction of roadway embankments, levees, dykes, concrete slabs, and all other areas or items which require fill.

140.02 FILL MATERIAL

1. General - All fill material shall be free from all humus or organic debris, inorganic silt, and gravel larger than three (3") inches. The fill material shall not contain highly expansive or compressible clays, highly plastic soils, very loose sand and silts, or poorly drained less soils. No large lumps or clods will be permitted, and material should be friable. Very moist or dry material shall not be used until the material has been reworked to proper moisture content.

   Trees, stumps, roots, and other vegetation shall not be placed in fills and embankments.

   Unless otherwise indicated on the plans, the surface of ground of all unpaved areas other than rock which are to receive embankment shall be loosened by scarifying or plowing to a depth of not less than 4 inches. The loosened material shall be recompacted with the new embankment as hereinafter specified.

2. Select (Structural) Fill - Select fill material shall be composed of native material or material obtained from borrow, channel, or structural excavations as approved by the Engineer.

   The selected materials shall be composed of graded sand and gravel with clay binder. The maximum size of the granular portion should be limited to 1.5". The clay binder shall have a Plastic Index less that 10 (PI<10) and a Liquid Limit less than 40 (LL<40). The selected soil shall conform to AASHTO Classification Group A4. The selected soil (clayey sand soil) should be 50% to 70% sand with 30% to 50% clay. The sand particles shall 100% pass a Standard Sieve #10 and the clay particles shall 100% be retained between a sieve #200 and #270. The selected material shall be free of any organic material (OH), Clay with high plasticity (CH), silt with high compressibility (MH), peet materials (PT). The material shall be free of vegetation, debris, and clay lumps.

3. Sand Cushion Under Structures - The top layer of fill underneath a slab shall consist of clean sand or clean bank sand free from clay, clay lumps, shale, loam, organic matter, or

excessive amounts of silt or other deleterious materials. The fine particle should be limited to 5% by weight of the soil and should have a maximum Plasticity Index of seven percent (7%).

4. Granular Fill Under Structures - The Contractor shall provide an 18" to 24" thick layer of granular fill under the entire footing of a structure. The Contractor shall over excavate the structure by 18 to 24 inches and compact the subgrade before installing granular material. Granular fill shall be installed in 8-inch lifts and shall be compacted to 95% of its maximum density confirmed by Standard Proctor Compaction Test. Granular material shall be a mix of well graded sand and gravel with a maximum particle size of one inch (1"). The fine portion of the soil shall be less than 5% by weight.

140.03 CONSTRUCTION METHODS

1. Preparation and Scarifying - Fill and embankment shall not be placed until stripping and/or clearing and grubbing has been completed for the excavation sources and for the proposed fill areas. Stump holes or other small excavations in the limits of the embankment shall be backfilled with suitable material and thoroughly tamped by approved methods before commencing embankment construction. The surface of the ground, including plowed, loosened ground, or surface roughened by small washes or otherwise, shall be restored to approximately its original slope by blading or other methods. Where indicated on plans or required by the Engineer, the ground surface thus prepared shall be compacted by sprinkling and rolling.

   Where embankments are to be placed adjacent to or over existing roadbeds, or levees, the existing slopes shall be plowed or scarified to a depth of not less than four (4") inches and the embankment built up in successive layers, as hereinafter specified, to the satisfaction of the Engineer, the top of the old bed shall be scarified and re-compacted with the next layer of the new embankment. The total depth of the scarified and added material shall not exceed the permissible depth for a layer.

   Other areas shall be scarified to the satisfaction of the Engineer before placing any fill material.

2. Layer Construction - Unless otherwise required by the plans, all fill shall be constructed in layers approximately parallel to finished grade, covering the full length and width of the fill area. Layers of embankment for roadbeds, levees, or similar purposes shall have a uniform slope of one-fourth (1/4") inch per foot form the centerline of the roadbed to the outside.

   Fill under structures and roads shall be placed in eight (8") inch maximum layers (measured loose). Where fill to subgrade is less than six (6") inches, the ground shall be scarified to a depth of six (6") inches and compacted as specified. All fill shall be placed to subgrade elevation without addition of topsoil.

Fill not covered by structures or roads shall be placed in ten (10") inch maximum layers (measured loose). This fill shall be placed within four (4") inches of finish grade unless otherwise specified by the plans. Four (4") inches of topsoil shall be placed over these fill areas within limits shown on plans, or as directed by the Engineer.

Regardless of the fill location, fill shall be placed in six (6") inch maximum layers (measured loose) when pneumatic tire rollers are used.

3. Spreading, Sprinkling, and Compaction - Layers of fill may be placed by equipment which will spread the material as it is dumped; or the material may be dumped in piles or windrows, then spread evenly by blading or other acceptable method.

Each layer of fill shall be uniform as to material, density, and moisture content before beginning compaction. Where layers of unlike materials abut each other, each layer shall be feather-edged or the material shall be so mixed as to prevent abrupt change in the soil. No material placed in the fill by dumping in a pile or windrow shall be incorporated in a layer in that position, but all such piles or windrows shall be moved by blading or similar methods.

Clods or lumps shall be broken and the fill material mixed by blading, barrowing, or similar methods, so that a uniform material of uniform density is secured in each layer.

All fill shall be compacted at or near optimum moisture for maximum compaction. Water needed to bring the material to this moisture level shall be evenly applied, and the Contractor shall secure a uniform moisture content throughout the layer by such methods as may be necessary. In order to facilitate uniform wetting of the fill material, the Contractor may apply water at the material source if the sequence and methods used are such as not to cause an undue waste of water. Such procedure shall be subject to the approval of the Engineer. Water shall be clean fresh (not salty) and free of oil or any organic materials.

Each layer of fill shall be compacted until there is no evidence of further compaction. The material shall be kept leveled with suitable equipment to insure uniform compaction over the entire layer.

Where the placement method above is impractical, such as fill placed against buildings, retaining walls, or structural walls, the material shall be compacted with mechanical tampers. Layers shall not exceed six (6") inches in depth, and moisture content must be suitable for effective compaction by this method.

4. Shaping - Fill areas shall be constructed to the cross sections shown on the plans, and each section of the embankment shall correspond to the detailed section of slopes established by the Engineer. After completion of the

earthwork, the embankment shall be continuously maintained to its finished section and grade until the project is accepted.

5. Compaction Requirements - Minimum density of fill shall be ninety-five (95%) percent standard Proctor (Maximum Density - Optimum Moisture), as per ASTM D698, unless noted otherwise in the plans. This requirement shall also apply to undisturbed native soil which will directly support load bearing members. Should the subgrade, due to any reason or cause, lose the required stability, density or finish before the pavement or the structure is placed, it shall be recompacted and refinished at the sole expense of the Contractor. Excessive loss of moisture in the subgrade shall be prevented by sprinkling, sealing or covering with a subsequent layer or granular material. Excessive loss of moisture shall be construed to exist when the subgrade soil moisture content is more than 4 percent below the optimum of compaction ratio density.

6. Testing - The Contractor shall have all necessary laboratory testing performed at his own expense by a commercial laboratory acceptable to the Engineer.

   Required material tests prior to fill placement are as follows:

   a. At least one (1) Proctor needle plasticity test for each material type to be used in fill areas.

   b. At least one (1) Atterberg limit test per 500 cu. yds. of material.

   Required density tests following compaction are as follows:

   a. At least one test per lift per 400 sq. ft. under structures.

   b. At least one test per lift per 1000 sq. ft under driving areas and parking lots.

   c. At least one test per lift per 5000 sq. ft in other areas not under concrete or other structural units.

   d. At least one test per 150 linear ft. in levee and roadway areas.

7. Waste Materials - The Contractor shall waste stripped materials from areas so indicated on the plans. Waste material shall be spread over designated areas as directed by the Engineer, dressed by blading, and sloped to provide drainage.

8. Final Cleanup - Washes, ruts, depressions, and mounds shall be leveled to give the site a smooth finish.

140.04 MEASUREMENT AND PAYMENT

Embankment construction will be measured in its original position and the volume computed in cubic yards by the method of average end areas.

When specifically included as a bid item, payment will be made at the unit price bid per cubic yard of Embankment construction, measured as provided herein, for the actual quantity excavated within the theoretical section specified, which price shall be full compensation for furnishing all labor, materials, equipment and incidentals required to complete the work as specified.

Interim measurements of embankment construction shall be made by the Contractor while the final grade inspection and volume calculations will be made by the Owner for final payment. The method of volume calculations shall be the average end area or other Engineer approved method.

When not specifically provided for in the Bid Proposal, embankment shall be incidental to other appropriate bid items. When provided for as a lump sum item, unit price quantities will not be used.

ITEM 150

EXISTING UTILITIES

150.01 DESCRIPTION

Utility locations shown on the plans are for informational purposes only and are not exact. The Contractor shall be responsible for locating and protecting all utility lines during the construction and for support and maintenance in position of all ducts and conduits. The Contractor should also make sure that all utilities have been located as there may be more utilities present than what is shown on the plan sheets. The Contractor shall be responsible for any damage to existing utilities and shall promptly repair same, or make arrangements for such repair with the Owner of the utility involved.

150.02 CONSTRUCTION METHOD

In all cases the Contractor shall coordinate his work with the Owners of the various utilities and shall notify their proper representative not less than forty-eight (48) hours in advance of any work which might damage, interfere with or require adjustments to utilities along or adjacent to the work.

All utility adjustments shall be the responsibility of the Owners of the utilities and if in the opinion of the Engineer adjustment is required, the Contractor will be responsible for notifying the respective owner.

150.03 PAYMENT

Payment for this item will be subsidiary to other items.

ITEM 160

STRUCTURAL EXCAVATION, FOUNDATIONS, & BACKFILL

160.01 DESCRIPTION

This item shall provide for the removal of all earth, rock, water, and other materials, as necessary for the construction of the facilities shown on the plans. This item shall include preparing the subgrade and/or sub-base for the foundation of the facilities and backfilling around the facilities to the grades established by the plans or as required by the Engineer.

160.02 EXCAVATION AND FOUNDATIONS

1. General. Excavations shall be sized as necessary for the construction of the work in the manner, shape, and size shown on the plans. Excavation shall extend a sufficient distance from the walls to allow for placing and removal of forms, installation of piping, and inspection. The sides of the excavation shall be laid back or stepped when warranted by the soil conditions encountered. The Contractor shall furnish all necessary temporary supports for piping and structures within the excavation, at no extra compensation. All work shall conform to the trench safety specification in this contract.

   Final trimming and bottom excavation shall be done just prior to placing of steel and concrete to insure a firm footing base. If such bases become softened, the Contractor shall excavate to firm material by facing and concreting to replace the softened material at no extra compensation.

   When caissons are used for excavation, no excavation shall be made outside the outer face of the caisson.

2. Seal Slabs. The contractor may, at his option and at no extra compensation, provide a seal slab underneath a proposed structural slab. The seal slab shall cover the bottom of the excavation on which the structure will rest, as shown on the plans. The Contractor shall excavate to the depth required for the seal slab, performing final excavation to grade just before placement of the seal slab.

3. Protection of Excavations. Excavations shall be protected from rainfall and surface water. If bearing values of supporting soils are affected by excessive moisture or drying, the Contractor shall excavate deeper and/or wider at no cost to the Owner.

   The Contractor shall pump or bail from the foundation enclosure if necessary to prevent water from moving through or alongside concrete being placed. No pumping or bailing shall be done during concrete placement.
   Pumping or bailing for dewatering sealed cofferdams shall not be started until the seal has set for at least 36 hours.

160.03 STRUCTURAL BACKFILLING

The backfill material shall consist of excavated clay soils or an imported clay or sand. Granular backfill with less than 12 percent passing the No. 200 sieve shall be compacted to a relative density between 60 and 70 percent of the maximum density. Sand with more than 12 percent passing the No. 200 sieve or clay backfill shall be compacted to a minimum of 90 or 95 percent of the maximum density, as indicated on the plans, and as defined by the standard moisture-density relationship (ASTM D-698). If the Contractor uses sand backfill, a minimum of 24-inch thick clay cover shall be used.

All backfilling inside structural units and concrete paved areas shall be in layers of eight inches (8") thick or less and shall be compacted to at least 95% of its maximum density obtained by a certified geotechnical laboratory and confirmed by the Standard Proctor Tests (ASTM D-698 or AASHTO T-99).

All backfilling outside of structural units or concrete shall be deposited in layers of not more than twelve (12) inches thick and shall be compacted to the density of the surrounding soil, unless indicated otherwise in these specifications and on the plans. No backfill may be placed against a concrete wall until the concrete has cured at least seven (7) days and the forms have been removed. In the case of a concrete box or similar underground structure, no backfill may be placed adjacent to or over the structure until the top slab has attained 1500 psi flexural strength.

Before placing backfill against walls of a partially completed structure, the Contractor shall determine from the Engineer whether the design features of the wall will permit such backfilling operations. The Contractor shall exercise care to prevent wedging action of backfill against structures, including stepping or serrating adjacent slopes if necessary.

All backfilling adjacent to a wall or a structure within three feet (3') or less shall be done using hand operating compaction equipment. Backfilling in this area shall be maximum six inches (6") thick.

Unless otherwise authorized by the Engineer, all backfilling shall be performed in the presence of the Engineer or his authorized representative.

160.04 MEASUREMENT AND PAYMENT

When not included as a Bid Item, this item will not be paid for directly but will be considered subsidiary to pay items.

ITEM 190

ABANDONMENT OR REMOVAL EXISTING STRUCTURES

190.01 DESCRIPTION

This item shall provide for the removal and disposal of old structures or portions of old structures, as noted on the plans, and shall include all excavation and backfilling necessary to complete the removal. The work shall be done in accordance with the provisions of these specifications.

190.02 METHOD OF REMOVAL

1. Culverts or Sewers:

   Pipe shall be removed by careful excavation of all dirt on top and the sides in such manner that the pipe will not be damaged. Those pipes which are deemed unsatisfactory for re-use by the Engineer may be removed in any manner the Contractor may select. Those pipes which are to be crushed in place shall be thoroughly crushed and may not be used as fill material within the eighteen (18") inches of the finished grade. Those pipes which are to be abandoned in place shall be sealed at both ends with concrete unless otherwise approved by the Engineer.

2. Concrete or Brick Structures:

   Concrete or brick structures or concrete portions of structures shall be removed by sledging the concrete into sizes not larger than one cubic foot. (Except designated salvageable items such as concrete pipe, beams, pilings, etc.).

3. Steel Structures:

   Steel structures (or steel portions of structures) shall be dismantled in sections as determined by the Engineer. The sections shall be of such weight and dimensions as will permit convenient handling, hauling, and storing. All necessary severing of connections between members, or between members and supports, shall be done in a manner which will not injure the members for reuse. Flame-cutting of members will be permitted only with the written permission of the Engineer.

4. Timber Structures:

   Timber structures or timber portion of structures shall be removed in such manner as to damage the timber for further use as little as possible. All bolts and nails shall be removed from such lumber as deemed salvageable by the Engineer.

Unless otherwise specified on the plans, timber piles shall be either pulled or cut off at a point not less than two (2) feet below ground line, with the choice between these two methods resting with the Contractor.

5. Fiberglass Structures:

Fiberglass structures shall be removed from the site and shall become the property of the Contractor to salvage or dispose of at his discretion, unless indicated otherwise on the plans.

190.03 UNDERGROUND PORTIONS OF STRUCTURES

Concrete portions of structures below the permanent ground line, which will, in the opinion of the Engineer, not interfere in any manner with the proposed construction, may be left in place. The removal shall be carried at least two feet below the permanent ground line and neatly squared off, unless indicated otherwise on the plans and details. Reinforcement shall be cut off close to the concrete.

When a sewer line, lift station, or other structure is to be constructed on the site of a structure to be removed, removal shall extend at least two (2') feet below and outside the proposed structure. If the old structure is located under a proposed road excavation, removal shall extend at least two (2') feet below the proposed undercut. The excavation shall be backfilled according to the requirements of the new structure or roadway.

190.04 SALVAGE

All material such as pipes, timbers, railings, concrete beams, etc., which the Engineer deems as salvageable for re-use shall be carefully removed and placed within the right-of-way at convenient loading points which will not interfere with traffic of construction. All of these materials shall be the property of the Owner. When specified, salvaged materials shall be hauled to a storage site designated by the Owner to be off loaded by the Contractor.

Materials which are not deemed salvageable by the Engineer shall become the property of the Contractor and shall be removed to suitable disposal areas away from the construction site as arranged for by the Contractor or otherwise disposed of in a manner satisfactory to the Engineer.

190.05 BACKFILL

All excavation made in connection with this item and all openings below the natural ground line caused by the removal of old structures or portions thereof shall be backfilled to the level of the original ground line, unless otherwise provided on the plans.

That portion of the backfill which will support any portion of that roadbed or embankment shall be placed in layers of the same depth as those required for placing embankment. Material in each layer shall be wetted uniformly if required and shall be compacted to the density required in the adjoining embankment. In places inaccessible to blading and rolling equipment, mechanical or hand tamps or rammers shall be used to obtain the required compaction.

Backfill which will support any portion of a structure or an underground pipe shall be placed in layers and compacted to the same density as the surrounding undisturbed soil. Special backfill material may be required by the specifications for the structure.

That portion of the backfill which will not support any portion of the roadbed nor embankment shall be place as directed by the Engineer in such a manner and to such state of compaction as will preclude objectionable amounts of settlement.

190.06 MEASUREMENT AND PAYMENT

When specifically included as a bid item, payment will be made at the lump sum price bid for removing structures. When not specifically included as a bid item, no direct pay will be made for this work and payment shall be considered subsidiary to pay items provided.

ITEM 200

STRUCTURAL CONCRETE

200.01 DESCRIPTION

This item governs materials, proportioning and mixing, testing, placing, finishing, and curing of all plain and reinforced cast-in-place concrete, fibermesh reinforced concrete, and prestressed concrete.

The concrete shall be composed of portland and other hydraulic cements, fine and coarse aggregate, fibermesh, and water, with or without admixtures, conforming to the design and test requirements of The American Concrete Institute(ACI), Mix Design or this specification. This item excludes lightweight concrete.

200.02 QUALITY ASSURANCE

1. Materials and work shall conform to the requirements of all standards, codes and recommended practices required in this section. In conflicts between standards, required standards and this specification, or this specification and the local building code, the more stringent requirement shall govern.

2. Contractor shall provide at least one person, when requested by the Engineer, who shall be present at all times during execution of any concrete work and who shall be thoroughly trained and experienced in placing the type of concrete specified and who shall direct all work performed under this section.

200.03 MATERIALS

Ready mix concrete conforming to ASTM C-94 or site-mixed concrete (dry weight 145-150 pounds per cubic foot.)

1. All cement used in any monolithic placement shall be of the same type and brand. Only one brand of each type of cement will be permitted in any one structure unless otherwise authorized by the Engineer. Only one brand of cement shall be used for exposed concrete. The Contractors shall furnish the Engineer with Certified Mill Test Reports for all types of cement used in the work.

    a. Type I Portland Cement shall conform to ASTM C-150.

    b. Blended Hydraulic Cement shall conform to ASTM C-595, excluding Type S and Type SA.

c. Expansive Hydraulic Cement, Type E-1 shall conform to ASTM C-845-76T.

CLASSIFICATION TABLE

Class - Type	Min. Comp. Strength		Max Water Content		Min. Cement Per C.Y.		Slump Range (in.)	Total Air Content (%)	Max. Agg. Size
	7 Day	28 Day	lbs. of Water/ lb. Cement	Gallons of Water/ Bag Cement	Lbs.	Bags			
Structural	2800	4000	0.45	5.65	564	6	5 - 7	2.5-4.5	0.75"-1"
General	2000	3000	0.60	6.75	470	5	5 – 7	2.5-4.5	1"-1.25"

* All Slump Ranges ± ½ inch Tolerance.

Note: a) Structural Concrete to contain approved admixture to increase workability. Water is not to be added to increase workability.

b) The Contractor shall submit his mix design to the Engineer for approval and shall modify as directed at no additional cost to the Owner.

2. Water used in mixing concrete shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement.

3. Aggregates shall be clean, uncoated, and free of any impurities other than nominal amounts of fine particles (clay and silt), the limits of which are specified herein. Aggregates shall conform with ASTM C-33 except that the gradation shall be within limits specified in the classification table. Aggregates shall be well graded and clean (Fine particles ≤ 5% by weight).

4. Fibermesh Reinforcement. Shall be 100 percent virgin polypropylene, fibrillated fibers containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement. Volume (Weight) per cubic yard shall equal a minimum of 0.1% (1.5 pounds).

5. Admixtures (requiring prior approval of the Engineer) to be used in concrete shall be produced and serviced by established, reputable manufacturers and used in compliance with manufacturer's recommendations.

a. Air-entraining Admixture shall conform to ASTM C-260, and when requested, certification attesting to compliance shall be furnished by the manufacturer.

b. Water-reducing, Set Controlling Admixture shall conform to ASTM C-494 and when requested, a qualified concrete technician employed by the manufacturer shall be available to advise and assist in the use, proportioning and adjustment of concrete mix.

c. Fly-ash or Other Pozzolans used as admixtures shall conform to ASTM C-618. Use 25% fly-ash for water tight structures such as water/wastewater treatment units; wet wells; etc.

6. Bar Supports (chairs) shall be plastic, plastic protected wire, stainless steel, or precast concrete supports. Precast concrete bar supports shall be wedge-shaped, not larger than 3-1/2 X 3-1/2 inches of thickness equal to that indicated for concrete cover and shall have an embedded hooked tie wire for anchorage.

7. Metal Accessories shall be spacers, chairs, ties, and other approved devices necessary for properly assembling, spacing and supporting the reinforcement in place.

8. Expansion Joint Material shall be premolded saturated felt, or other approved material, not less than plan thickness and as wide as the slab depth.

200.04 CONCRETE PROPORTIONING

The Contractor shall be responsible for the design and costs of all concrete mixtures and all concrete testing. Concrete shall be proportioned and produced to provide an average compressive strength as provided for herein. (f'_c = specified ultimate compressive strength of concrete).

1. Proportioning of concrete for the required compression strength (f'_c) shall be based on 28- day compressive test and shall be based on laboratory trail batches performed by an independent testing laboratory meeting the requirements of ASTM E-329 and approved by the Engineer, and/or on the basis of field experience, both as set forth in ACI 318-Latest Edition and this specification. The average compressive strength used as a basis for selecting the proportions shall exceed the specified f'_c as required by Engineer.

2. Proportions of materials for concrete shall conform to minimum cement content and maximum water to cement ratios for various classes as shown on Classification Table.

3. Where different materials are to be used for different portions of the work, each combination shall be evaluated separately.

4. Concrete proportions, including water-cement ratio, shall be established on the basis of field experience, or laboratory trial batches, with materials to be employed, as required herein.

5. Average Strength Reduction

After sufficient test data become available from the job, methods of "Recommended Practice for Evaluation of Compression Test Results of Concrete (ACI 214-65)" may be used to reduce the amount by which the average strength must exceed f'_c .

(1) Probable frequency of strength tests more than 500 psi below f'_c will not exceed 1 in 100;

(2) Probable frequency of an average of three consecutive strength tests below f'_c will not exceed 1 in 100, and;

(3) Concrete Classification Requirements Table are met.

6. Evaluation and Acceptance of Concrete

a. Frequency of Testing. Samples for strength tests of each class of concrete placed each day shall be taken not less than once a day, nor less than once for each 100 cubic yard of concrete, nor less than once for each 5000 sq. ft. of surface area for slabs or walls. A minimum of four (4) samples will be taken.

On a given project, if total volume of concrete is such that frequency of testing required would provide less than five strength tests for a given class of concrete, tests shall be made from at least five randomly selected batches or from each batch if fewer than five batches are used.

When total quantity of a given class of concrete is less than 50 cubic yards, strength tests may be waived by the Engineer if in his judgment adequate evidence of satisfactory strength is provided.

Average strength of two cylinders from the same sample, tested at 28 days or the specified earlier age, is required for each strength test. Tests shall be made at 7, 14, and 28 days or prior to removal of forms or shoring (any temporary structures).

b. Tests of Cured Specimens. Samples for strength tests shall be taken in accordance with "Method of Sampling Fresh Concrete" (ASTM C-172).

Samples for strength tests shall be taken in accordance with "Method of Sampling Fresh Concrete" (ASTM C-172). Cylinders for strength tests shall be molded and laboratory cured in accordance with "Method of Making and Curing Concrete

Test Specimens in the Field" (ASTM C-31) and tested in accordance with "Method of Test for Compressive Strength of Cylindrical Concrete Specimens" (ASTM C-39).

Strength level of an individual class of concrete shall be considered satisfactory if both of the following requirements are met:

(1) The average of all sets of three consecutive strength tests equal or exceed required f'_c.

(2) No individual strength test (average of two cylinders) falls below required f'_c by more than 500 psi.

c. Investigation of Low-Strength Test Results. If any strength test of cured cylinders falls below required f'_c by more than 500 psi or if test indicate deficiencies in protection and curing, steps shall be taken to assure that load-carrying capacity of the structure is not jeopardized.

If the likelihood of low-strength concrete is confirmed and computations indicate that load-carrying capacity may have been significantly reduced, tests of cores drilled from the area in question may be required in accordance with "Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete" (ASTM C-42). In such case, three cores shall be taken for each strength test more than 500 psi below required f'_c.

If concrete in the structure will be dry under service conditions, cores shall be air dried (temperature 60 to 80 F, relative humidity less than sixty (60%) percent) for seven (7) days before test and shall be tested dry.

If concrete in the structure will be more than superficially wet under service conditions, cores shall be immersed in water for at least 48 hours and be tested wet.

Concrete in an area represented by core tests shall be considered structurally adequate if the average of three cores is equal to at least eighty-five (85%) percent of f'_c and if no single core is less than seventy-five (75%) percent of f'_c. To check testing accuracy, locations represented by erratic core strengths may be retested.

If criteria above are not met, and if structural adequacy remains in doubt, the Engineer may order load tests for the questionable portion of the structure, or take other action appropriate to the circumstances.

d. Slump Test: The contractor shall perform a slump test on the concrete prior to placing. The slump shall be in accordance with the classification table.

200.05 MIXING AND PLACING CONCRETE

1. Preparation

Preparation before concrete placement shall include the following:

(1) All equipment for mixing and transporting concrete shall be clean.

(2) All debris and ice shall be removed from spaces to be occupied by concrete.

(3) Forms shall be properly coated.

(4) Masonry filler units that will be in contact with concrete shall be well drenched.

(5) Reinforcement shall be thoroughly clean of ice or other deleterious coatings.

(6) Water shall be removed from place of deposit before concrete is placed unless a tremie is to be used or unless otherwise permitted by the Engineer.

(7) All laitance and other unsound material shall be removed before additional concrete is placed against hardened concrete.

2. Mixing

All concrete shall be mixed until there is a uniform distribution of materials and shall be discharged completely before mixer is recharged.

Ready-mixed concrete shall be mixed and delivered in accordance with requirements set forth in "Specification for Ready-Mixed Concrete" (ASTM C-94). Mixing water shall not be added after a truck has left the plant. No concrete shall be used in the work which has been held longer than one hour in a mixer truck.

Job-mixed concrete shall be mixed in accordance with the following:

(1) Mixing shall be done in a batch mixer of approved type.

(2) Mixer shall be rotated at a speed recommended by the manufacturer.

(3) Mixing shall be continued for at least 1-1/2 minutes after all materials are in the drum, unless a shorter time is shown to be satisfactory by the mixing uniformity tests of "Specification for Ready-Mixed Concrete" (ASTM C-94).

3. Conveying

Concrete shall be conveyed from mixer to place of final deposit by methods that will prevent separation or loss of materials.

Conveying equipment shall be capable of providing a supply of concrete at site of placement without separation of ingredients and without interruptions sufficient to permit loss of plasticity between successive increments.

4. Depositing

Concrete shall be deposited as nearly as practicable in its final position to avoid segregation due to rehandling or flowing.

Concreting shall be carried on at such a rate that at all times concrete remains plastic and flows readily into spaces between reinforcement. All concrete shall be thoroughly consolidated by suitable means during placement and shall be thoroughly worked around reinforcement and embedded fixtures and into corners of forms. The use of approved type of mechanical vibration is recommended and urged.

Concrete that has partially hardened or been contaminated by foreign materials shall not be deposited in the structure.

Retempered concrete or concrete that has been remixed after initial set shall not be used unless approved by the Engineer.

Top surfaced of vertically formed lifts shall be generally level.

When construction joints are required, joints shall be made in accordance with the details provided on structural drawings and Item 200.07.4, and in accordance with the General Concrete Construction Notes in the Construction Plans.

No concrete shall be placed until all pipes, conduits, sleeves, thimbles hangers, flashing and other items required to be placed in the concrete have been properly installed and approved by the Engineer.

Concrete may be placed when the temperature is 45 F, or more and rising, provided there is no reason to expect a drop in temperature to below 45 F within 12 hours of the placement of concrete. Concrete may not be placed when the temperature of the concrete is more than 90 F.

Before depositing concrete, forms shall be thoroughly wetted or coated with an approved form release product and all debris removed.

Water shall be removed from the space to be occupied by concrete and any continuous flow of water shall be diverted to a sump or removed by pumping.

Concrete shall be deposited continuously or in layers of such thickness that no concrete shall be deposited against hardened concrete. If a section cannot be placed continuously, construction joints may be located at points as provided for in the drawings or approved by the Engineer. Before depositing new concrete against old, the forms shall be retightened, the hardened surfaces cleaned and covered with a coating of mortar of an approved bonding liquid approved by the Engineer.

200.06 CURING

1. Concrete (other than high-early-strength) shall be maintained above 50° F and in a moist condition for at least the first seven (7) days after placement, except when cured in accordance with 200.06.3.

2. High-early strength concrete shall be maintained above 50° F and in a moist condition for at least the first three (3) days, except when cured in accordance with 200.06.3.

3. Accelerated Curing

   a. Curing by high pressure steam, steam at atmospheric pressure, heat and moisture, or other accepted process, may be employed to accelerate strength gain and reduce time of curing, with prior approval of the Engineer.

   b. Accelerated curing shall provide a compressive strength of the concrete at the load stage considered at least equal to required design strength at that load stage.

   c. Curing process shall be such as to produce concrete with a curability at least equivalent to the curing method of 200.06.1 or 200.06.2.

   d. Supplementary strength tests may be required to assure that curing is satisfactory. The Engineer may require strength tests of cylinders cured under field conditions to check adequacy of curing and protection of concrete in the structure.

4. Cold Weather Requirements

   a. Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather.

   b. All concrete materials and all reinforcement, forms fillers, and ground with which concrete is to come in contact shall be free form frost.

   c. Frozen materials or materials containing ice shall not be used.

   d. Temperature of concrete at time of placement shall not be less than 50 F.

5. Hot Weather Requirements

During hot weather, proper attention shall be given to ingredients, production methods, handling, placing, protection, and curing to prevent excessive concrete temperatures or water evaporation that may impair required strength or serviceability of the member or structure. Temperature of concrete at time of placement shall not be more than 90 F.

6. Immediately after placement, concrete shall be protected from premature drying, extremes in temperatures, rapid temperature changes, mechanical injury, and injury from rain and flowing water. All materials and equipment needed for adequate curing and protection shall be available at the job site prior to start of concrete placement. Concrete shall be protected from the damaging effects of rain for 12 hours, flowing water for 14 days and direct rays of the sun for 3 days. All concrete shall be adequately protected from damage. No fire nor excessive heat shall be permitted near nor in direct contact with concrete at any time.

7. Moist Curing:

Concrete moist-cured shall be maintained continuously (not periodically) wet for the entire curing period. If water or curing materials used stain or discolor concrete surfaces which are to be permanently exposed, they shall be cleaned as required by the Engineer. When wooden form sheathing is left in place during curing, the sheathing shall be kept wet at all times.

Horizontal surfaces shall be cured by ponding, by covering with a minimum uniform thickness of two (2") inches continuously saturated sand, or by covering with saturated non-staining burlap or cotton mats or sealed impervious sheet materials. . .the following exceptions are permitted:

1) Horizontal construction joints may be allowed to dry for twelve (12) hours immediately prior to placing of the following lift.

2) Where insulation is approved for cold weather protection, all joints in the insulation shall be sealed to prevent moisture loss and maintained sealed throughout curing period.

8. Membrane Curing:

Any surface to which concrete, paint, sack rubbed finish or any subsequent treatment that depends on adhesion or bonding to the concrete shall not be cured with curing compound. Curing compound shall be of an approved pigmented or non-pigmented type. On surfaces permanently exposed to view, the non-pigmented type containing a fugitive dye shall be shaded from direct rays of the sun for the first seven days of the curing period.

The curing compound shall be applied to formed surfaces immediately after the forms are removed and prior to any patching or other surface treatment except the cleaning of loose sand, mortar, and debris from the surface. The surfaces shall be thoroughly moistened with water and curing compound applied to unformed surfaces as soon as free water has disappeared. The curing compound shall be applied in a two-coat continuous operation by approved power spraying equipment and at a uniform coverage of not more than 400 square feet per gallon for each coat. Concrete surfaces on which the curing compound has been applied shall be adequately protected for the duration of the entire curing period from pedestrian and vehicular traffic and from any other cause which will disrupt the continuity of the curing membrane.

200.07 FORMWORK AND CONSTRUCTION JOINTS

1. Design

a. Forms shall be so constructed that the finished concrete will conform to the shape, line, grades, and dimensions indicated on the drawings. Lumber used in the forms for exposed surfaces shall be dressed to a uniform thickness and shall be horizontal or vertical. Lumber once used in forms, or used lumber, shall be cleaned and satisfactorily reconditioned to the satisfaction of the Engineer.

b. Forms shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly shored, braced, and otherwise supported so as to maintain the desired position and shape during and after placing concrete.

c. Bolts and rods shall be used for interval ties; they shall be arranged so that when the forms are removed, no metal shall be within the recommended concrete cover but not less than one (1") inch.

d. Forms and their supports shall be designed and erected without damaging previously placed structures.

e. Design of formwork shall include the following factors:

(1) Rate and method of placing concrete;

(2) Construction loads, including vertical, horizontal, and impact loads;

(3) Special form requirements for construction of shells, folded plates, domes, architectural concrete, or similar types of elements.

f. Forms for prestressed concrete members shall be designed and constructed to permit movement of the member without damage during application of

prestressing force.

g. If conditions are favorable, the Engineers may permit the use of earth forms for trenches or footings; in which case the bottom shall be level, clean and without fill; and the sides shall be even and clean and unless otherwise shown, shall be vertical. The bottom shall be covered with two inches (2") of compacted clean sand or a layer of plastic cover (Minimum of 4 mil. Thickness).

h. Suitable moldings or bevels shall be placed in the angles of forms to round or bevel the edges of the concrete where such shaping is shown on the drawing or where directed by the Engineer.

i. The inside of forms shall be coated with a non-staining mineral oil or other approved material. Oil shall be applied before the reinforcement is placed.

j. Temporary openings shall be provided at the base of column and wall forms and at other points where necessary to facilitate cleaning and inspection immediately before depositing concrete.

k. Form designs shall be submitted to the Engineer if the Contractor plans to construct any portion of vertical wall or columns at a height above 14'.

2. Removal of Forms

a. The removal of forms shall be subject to the Engineer's approval and shall not be started until the concrete has attained the necessary strength to support 125% of the sum of its own weight, weight of concrete and any construction live loads.

Sufficient strength may be demonstrated by field-cured test cylinders and by a structural analysis considering proposed loads in relation to field-cured cylinder strengths and strength of the forming and shoring system. Such analysis and strength test data shall be furnished by the Contractor to the Engineer when so required.

b. No construction loads exceeding combination of superimposed dead load plus specified live load shall be supported on any unshored portion of the structure under construction, unless the Contractor provides a detailed analysis that indicates adequate strength to support such additional loads.

c. Forms shall be removed in such manner without impairing the safety and serviceability of the structure. All concrete to be exposed by form removal shall

have sufficient strength not to be damaged thereby.

d. Form supports for prestressed concrete members may be removed when sufficient prestressing has been applied to enable prestressed members to carry their dead load and anticipated construction loads.

e. Forms will remain in place a minimum of 72 hours for all conditions except in the following case:

Concrete subject to high bending stress and wholly (or almost wholly) reliant on forms for vertical support. Examples: Roof or floor slabs and beams; undersides of sloping surfaces (flatter than 1:1); walkways and platforms; bridge decks and girders.

Forms will remain in place a minimum of 4-1/2 days in those areas where no immediate superimposed loading will occur and a minimum of 10 days at all other areas.

f. The early removal of forms (except as noted above) to facilitate the normal progress of work will be permitted only by approval of the Engineer, and in no case less than 24 hours after placement.

3. Conduits and Pipes Embedded in Concrete

a. Conduits, pipes and sleeves of any material not harmful to concrete may be embedded in concrete with approval of the Engineer, provided they are not considered to replace structurally the displaced concrete.

b. Except when plans for conduits and pipes are approved by the Structural Engineer, conduits and pipes embedded within a slab, wall, or beam (other than those merely passing through) shall satisfy the following:

(1) They shall not be larger in outside dimension than 1/3 the overall thickness of lab, wall, or beam in which they are embedded.

(2) They shall not be spaced closer than 3 diameters or widths on center.

(3) They shall not impair significantly the strength of the concrete.

(4) Concrete cover for pipes and fittings shall not be less than one and one-half (1-1/2") inches for concrete exposed to earth or weather, nor three-fourths (3/4") inches for concrete not exposed to weather or in contact with ground.

4. Construction Joints

a. Where a construction joint is to be made, the surface of concrete shall be thoroughly cleaned and all laitance and standing water removed.

b. Vertical construction joints shall be thoroughly wetted and coated with neat cement grout immediately before new concrete placement.

c. Construction joints not indicated on the design drawings shall be so made and located as not to impair significantly the strength of the structure and shall be approved by the Engineer.

d. Construction joints in floors shall be located near the middle of spans of slabs, beams, or girders, unless a beam intersects a girder at the middle location, in which case joints in the girders shall be offset a distance equal to twice the width of the beam.

Provision shall be made for transfer of shear and other forces through construction joints.

e. Beams, girders, or slabs supported by columns or walls shall not be cast or erected until concrete in the vertical support members is no longer plastic.

f. Beams, girders, column capitals, and haunches shall be considered as part of a slab system and shall be placed monolithically therewith.

g. Structures containing liquids shall have all exterior walls and bottom slab joints constructed with water stops and/or seals. When prevention of contamination and/or control of leakage is necessary at exterior or interior wall/slab, water stops and/or seals shall be provided at joints.

h. Horizontal joints in walls less than twelve feet high are not to be located for contraction or expansion, but for construction only. Such horizontal wall joints shall be minimal and as approved by the Engineer only.

Triangular fillet seals should be made on liquid-face when leakage control is necessary.

i. Vertical joints in walls shall be located at points of no shear. Joints shall be constructed with water-stops and fillet seals where control of leakage is required.

j. Where slabs are cast in two separate lifts, joints are to be staggered. All joints shall be located at positions of no shear.

k. Longitudinal keys at least one and one-half (1 - 2") inches deep shall be provided in all joints in walls and between walls and slabs or footings.

l. When joints are not indicated on plans, Contractor shall supply shop drawings clearly indicating all joints in any part of the structures, sequence of pours and time lapse for control of shrinking, for approval by the Engineer. No intermediate joints will be allowed other than those on the approved shop drawings without the express approval of the Engineer.

200.08 PATCHING AND SURFACE FINISH

1. GENERAL

After forms are removed, the Contractor shall remove all concrete fins, projections and form ties. All surfaces which will remain exposed will be inspected by the Engineer and all voids, stone pockets, tie holes, honeycombed and defective areas shall be patched as directed. The patching mortar shall be sand-cement grout with sufficient white Portland Cement added to effect a match with the concrete surfaces. Areas to be patched shall be clean, free of loose material and dampened before applying grout. The patched areas shall be rubbed before the grout is set hard to blend into adjacent areas.

2. FINISHED EXPOSED SURFACES

The type of surface finish shall be one of the three types herein described as called for on the plans or in the special provisions. Where the plans do not specify the type of surface finish, Type I Surface Finish shall be used.

Type I Surface Finish:

All faces of concrete units including the exterior and interior sections, the underside of overhanging beams, and all portions of piers, columns, bents, retaining walls, and culverts which are exposed to view after backfill is placed shall be surface finished with a first and second rubbing as hereinafter described. The area inside of culvert barrels including both sidewalls and the underside of the top slab shall be a distance equal to one-third (1/3) the clearance height but not less than eighteen (18) inches shall be considered exposed to view.

Forms for all surfaces which are to be finished as specified above shall be face lined with a lining material such as masonite or plywood.

The finish for the joints of concrete culverts (including those used for basin construction), seams from concrete forms, and all others concrete sections shall have the same look, texture, and be uniform for all surfaces within view of normal pedestrian trafficked areas.

Type II Surface Finish: All concrete units including the exterior and interior sections, the underside of overhanging beams, and all portions of piers, columns, bents, retaining

walls, and culverts which are exposed to view after backfill is placed shall be surface finished with a first and second rubbing as hereinafter described.

The following concrete surfaces, while not required to be rubbed, shall be made of smooth and uniform texture by face lining the forms with a lining material such as masonite or plywood; the outside vertical face of curbs and slabs, the underside of overhanging slabs, and all portions of piers, columns, bents, and retaining walls which are exposed to view after backfill.

Type III Surface Finish: All concrete units including the exterior and interior sections, the underside of overhanging beams, and all portions of piers, columns, bents, retaining walls, and culverts which are exposed to view after backfill is placed shall be surface finished with a first and second rubbing as hereinafter described. No other rubbing will be required except as hereinafter specified for patching and correcting defective surfaces. No face lining of forms will be required with Type III Surface Finish.

The first rubbings shall be performed as follows: as soon as forms are removed, all necessary pointing shall be done. When the pointing has set sufficiently to permit it, all surfaces requiring surface finish shall be wet with a brush and given a first surface rubbing with No. 16 Carborundum Stone or an abrasive of equal quality. The rubbings 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 paste will not be permitted.

Where a second rubbing is not specified, cambered corners shall be rubbed in the first rubbing and the material which has been ground to a paste in the rubbing process shall be spread uniformly over all rubbed surfaces by striping with a brush and the mortar on the surface shall be allowed to take a re-set. The surface shall be left with a clean, neat, and uniform appearance and shall be uniform in color.

Where a second rubbing is to follow the first rubbing, the material ground into a paste during the first rubbing shall be carefully spread or brushed uniformly over the surface and allowed to take a re-set, but washing down following this first rubbing will not be required. Also, cambered corners generally shall not be rubbed in the first rubbing if a second rubbing is to follow.

The second rubbing, when required, shall be performed as follows: during the process of conditioning the complete structure for final acceptance, the surfaces of the entire structure requiring finish shall be given a final finish with a No. 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 re-set. 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. The

surface of concrete roadway and sidewalk slabs shall be finished by floating, screening and belting.

Rubbing of surfaces other than those herein specified will not be required, unless such surfaces are not true or have porous spots or honeycombed areas. In case these defects occur, the areas immediately affected shall be given a first surface rubbing. Such rubbing shall extend over a sufficient area around the blemished portions to blend the rubbed area into the surrounding unfinished surface, but this shall not be construed to require the rubbing of large areas of unblemished surfaces of the portion of the structure in question unless, however, the result is a non-uniform look. In this case, the remaining surfaces shall be finished for a uniform look for all surfaces within view of normal pedestrian trafficked areas.

200.09 DEFECTIVE WORK

The following defects shall be cause for rejection of placed concrete:

1. Voids, rock pockets, honeycombing, and spalled areas which, in the opinion of the Engineer, cannot be satisfactorily repaired, will affect the strength of the structure materially, or will limit the life of the reinforcement.

2. Uneven or bulged surfaces resulting from shifting of the forms during placement or curing.

3. Concrete found structurally inadequate after thorough investigation according to Item 200.04.6 Subsections **a** through **c**.

Upon discovery of any of these defects, the Engineer may declare the structure defective and require the Contractor to remove and replace the portion of the structure affected, at the Contractor's expense.

200.10 PAYMENT

Payment for concrete in place will be paid for only when specifically included as a bid item. This price shall be full compensation for furnishing, forming, pouring, providing and installing reinforcing steel, finishing, and curing.

When not included as a bid item, concrete placement will be considered incidental to pay items.

ITEM 247

ROAD BASE/FLEXIBLE LIMESTONE

247.01 DESCRIPTION

This item shall govern for the delivery and stockpiling as herein specified or established by the Engineer.

247.02 MATERIALS

The flexible base material shall be crushed as necessary to meet the requirements herein, and shall consist of durable coarse aggregate particles and binding materials.

A. General

The use of flexible base-limestone, as shown on the plans, shall be the thickness indicated compacted in place to 95% Standard Proctor.

B. Physical Requirements

1. General

The flexible base material shall meet the physical requirements for the specified grade(s) as set forth in Table 1.

Additives, such as, but not limited to, lime, cement or fly ash, shall not be used to alter the soil constants or strengths shown in Table 1, unless otherwise shown on the plans.

Unless otherwise shown on the plans, the base material shall have a minimum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II

2. Type A

Type A material shall be crushed stone produced from oversize quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

TABLE 1

PHYSICAL REQUIREMENTS

GRADE I		GRADE 2	
Triaxial Class 1: Min. compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure		Triaxial Class 1 to 2.3: Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure	
Master Grinding		Master Grinding	
1-3/4"	0	2-1/2"	0
7/8"	10-35	1-3/4"	0-10
3/8"	30-50		
No. 4	45-65	No. 4	45-75
No. 40	70-85	No. 40	60-85
Max LL	35	Max LL	40
Max PI	10	Max PI	12
Wet Ball Mill		Wet Ball Mill	
Max	40	Max	45
Max increase in Passing		Max increase in Passing	
No. 40	20	No. 40	20

Notes:

1. Gradation requirements are percent retained on square sieves.
2. When a magnesium, soundness value is shown on the plans the material will be tested in accordance with Test Method Tex-411-A.
3. When lightweight aggregates are used, the wet ball mill requirements will not apply and the lightweight aggregate shall meet the Los Angeles Abrasion, Pressure Slaking and Freeze Thaw requirements of Item 303, "Aggregate for Surface Treatment (Lightweight)".

C. Pilot Grading

When pilot grading is required on the plans, the flexible base shall not vary from the designated pilot grading of each sieve by more than five (5) percentage points. However, the flexible base grading shall be within the master grading limits as shown in Table 1. The pilot grading may be varied by the Engineer as necessary to insure that the base

material produced will meet the physical requirements shown in Table 1.

D. Testing

Testing of flexible base materials shall be in accordance with the following Department standard laboratory test procedures:

Moisture Content	Tex-103-E
Liquid Limit	Tex-104-E
Plasticity Index	Tex-106-E
Bar Linear Shrinkage	Tex-107-E, Part II
Sieve Analysis	Tex-110-E
Moisture-Density Determination	Tex-113-E
Roadway Density	Tex-115-E
Wet Ball Mill	Tex-116-E
Triaxial Tests (Part I or II as selected by the Engineer)	Tex-117-E
Particle Count	Tex-460-A, Part I

Samples for testing the base material for triaxial class, soil constants, gradation and wet ball mill will be taken prior to the compaction operations.

E. Tolerances

Unless otherwise shown on the plans, the limits establishing reasonably close conformity with the specified gradation and plasticity index are defined by the following:

1. Gradation

The Engineer may accept the material, providing not more than one (1) out of the most recent five (5) consecutive gradation tests performed are outside the specified limits for master grading or pilot grading, as applicable, on any individual sieve by no more than five (5) percentage points.

2. Plasticity Index

The Engineer may accept the material providing not more than one (1) out of the most recent five (5) consecutive plasticity index samples tested are outside the specified limit by no more than two (2) percentage points.

F. Material Sources

The flexible base material shall be furnished by the Contractor. When a non-commercial

source is utilized, it shall be opened in such manner as to immediately expose the vertical faces of all the various strata of acceptable material. Unless otherwise approved by the Engineer, the material shall be secured and processed by successive vertical cuts extending through all of the exposed strata.

Unless otherwise shown on the plans, the flexible base material shall be temporarily stockpiled prior to delivery to the roadway. Unless otherwise shown on the plans, the stockpile shall not be less than 10 feet in height and shall be made up of layers not greater than two (2) feet in thickness. After a sufficient stockpile has been constructed the Contractor may proceed with loading from the stockpile for delivery. In loading from the stockpile for delivery, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

When temporary stockpiles are to be tested for acceptance prior to delivery to its intended use, any stockpile that has been sampled and accepted shall not have material added or removed unless otherwise approved by the Engineer. The Contractor will be charged for additional sampling and testing required as a result of material being removed from a previously approved stockpile without the approval of the Engineer. Such charges will be deducted from the Contractor's estimates.

G. Stockpile Delivery

It shall be the responsibility of the Contractor to prepare the stockpile site, to provide and deliver the required amount of base material to the designated stockpile site and to construct the stockpile. Unless otherwise shown on the plans, the stockpile shall not be less than ten (10) feet in height and shall be made up in layers not to exceed two (2) feet in thickness.

247.03 MEASUREMENT

Measurement will either be by lump sum, square yards or be by the ton of 2000 pounds dry weight in vehicles as delivered. For weight measurement, a set of standard platform truck scales conforming to the requirements of Item 520, "Weighing and Measuring Equipment' shall be furnished by the Contractor and placed at a location approved by the Engineer. When the material is weighed during mixing or batching, reweighing will not be necessary. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture in the material will be determined in accordance with Test Method Tex-103-E at least once each day and more often if conditions warrant.

247.04 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as

provided under "Measurement" will be paid for at the unit price bid for "Flexible Base-Limestone" of the type, grade and measurement specified. This price shall be full compensation for securing and furnishing all materials, including royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loading all materials; for hauling and delivering, for labor, tools and incidentals necessary to complete the work.

When the plans specify "Flexible Base (Stockpile Delivery)", the unit price bid also will be full compensation for preparing the stockpile area and for spreading and shaping the material in the stockpile.

When not specifically provided for in the Bid Proposal, Flexible Base Limestone shall be incidental to other appropriate bid items. When provided for as a lump sum item, unit price quantities will not be used.

ITEM 300

VALVES

300.01 GENERAL

The Contractor shall furnish all equipment, materials, fittings, and appurtenances and perform all necessary operations required for a complete installation of each valve in its specified location. This shall include all nuts and bolts, gaskets, and supports. Where required, manhole enclosures shall be installed as shown in the details with traffic load lids marked "Sewer" or "Water", as appropriate.

300.02 GATE VALVES

Gate valves shall strictly conform to the requirements of the latest revisions of the American Water Works Association Standard Specification C509 in addition to changes and additions specifically stated in these specifications. Gate valves for this project shall be American Valve & Hydrant Model AFC-500 FLG x FLG or prior approved equivalent. The gate valve shall be designed to withstand a minimum of 400 psi while in the open position and a minimum of 200 psi in the closed position.

Valve Construction shall be as follows:

1. All gate valves shall be of the non-rising stem type and shall be resilient seated. Those valves installed under ground shall have an operating nut and shall include a valve box as indicated in the plans and those valves installed above ground shall have a hand wheel. Valve boxes for sewage applications shall have lids marked "Sewer" and those for water applications shall have lids marked "Water".
2. The valve body and the bonnet shall be cast from a high grade gray cast iron conforming to the latest revision of ASTM A-126 Class B. The valve stem, stem nuts, and stem collars shall be forged from manganese bronze.
3. The minimum number of turns required to fully open a gate valve shall be a minimum of 4 turns per inch of nominal diameter for each gate valve.
4. All ferrous surfaces, both inside and out, shall be coated with a fusion bonded epoxy conforming to the latest revision of AWWA C550.

300.03 SWING CHECK VALVES

Check valves shall be swing check type and shall conform to the latest revisions of AWWA C508. Check valves shall be gray iron flange x flange, ANSI B16.1 Class 125, with stainless steel shaft and ductile iron hinge with pin. The check valve shall have a minimum working pressure of 200 psi. The check valve shall be as per AFC 50SC line swing check valve or prior approved equivalent. Check valves shall be supplied with outside weight, lever, and spring.

300.04 SILENT GLOBE CHECK VALVES

Check valves shall be globe style silent check valves and shall conform to the latest revisions of AWWA C508. Check valves shall be gray iron ASTM A-126-B, with stainless steel spring and screws. The seat, plug and bushings shall be bronze, B-62. The check valve shall have a minimum working pressure of 400 psi.

300.05 BALL VALVES

Ball valves shall conform to the latest revisions of AWWA specifications. The ball valve shall be threaded and have a full ported all bronze body except the ball and stem which shall be stainless steel, unless noted otherwise on the plans.

300.06 PLUG VALVES

Eccentric plug valves shall be DeZurik Permaseal valves or approved equivalent. The valve body shall be constructed of cast iron or ductile iron. It shall be equipped with ANSI Class 150 flanges on each end and a handle. All joints and castings shall be completely watertight. No casting shall show any indication of permanent distortion. The resilient mechanism shall provide zero leakage at the rated water working pressure when installed with the flow in either direction. All seats shall be PTFE type. The valve shall be furnished with all required bolts, glands, and gaskets for a complete installation.

300.07 BUTTERFLY VALVES

Butterfly valves shall strictly conform to the requirements of the latest revisions of the American Water Works Association Standard Specification C504 in addition to changes and additions specifically stated in these specifications. Butterfly valves for this project shall be DeZurik valves or prior approved equivalent.

Butterfly valves shall have wafer type or flanged bodies and shall be resilient seated. The valve body shall be cast from a high grade gray cast iron conforming to the latest revision of ASTM A-126 Class B. The disc shall be ductile iron conforming to the latest revision of ASTM A 395. The shaft shall be type 416 stainless steel conforming to ASTM A276. The wafer type valves shall be operated with a minimum 10 position lever while the flanged butterfly valves shall have an operating nut with a removable handle.

300.08 COMBINATION AIR VALVES FOR SEWAGE/WATER SERVICE

The combination air release valve (single body double orifice) shall be of the single housing type and have both the features of an air/vacuum and an air release valve with a working pressure of up to 250 psi. The combination valve shall have an inlet and an outlet as shown in the plans. The valve body shall be epoxy coated steel. Floats shall be made of composite material. Nuts

and bolts shall be stainless steel according to ASTM 276. The valve shall not have any corrosive type materials in its construction.

The Contractor shall furnish all equipment, appurtenances, and labor necessary for the installation of a complete air valve. Installation shall be in the vertical position at high points in the piping system and will include an inlet valve, and air valve. The inlet valve shall be a stainless steel ball valve with stainless steel stem and handle, or other non-corrosive material approved by the Engineer. PVC valves or handles will not be allowed. The assembly shall be installed in accordance with the locations and notes in the plans. Backflushing attachments shall be provided with the valve.

Manufacturers shall be **A.R.I. Flow Control Accessories, model D-020, D-023, and D-023 NS** or prior approved equivalent.

300.09 PAYMENT

Payment for valves shall include payment for furnishing all equipment and materials necessary for a complete installation. Materials shall include, but not be limited to Megalug flanges, valve, valve box or other specified enclosure such as manholes, fittings, nuts and bolts, polywrap, painting, and testing. Where not specifically provided for in the bid proposal, payment for valves shall be considered incidental to appropriate bid items.

ITEM 325

SANITARY SEWER SYSTEM TESTING

325.01 DESCRIPTION

This Item shall govern for the furnishing of all materials and equipment and performance of all operations necessary for testing of the completed sanitary sewer lines and manholes prior to being placed in service.

The Contractor shall provide all necessary equipment and shall perform all work required in connection with the tests. All pipe installations shall be tested. The contractor shall complete the test record form and submit it to the Engineer before the improvements are considered tested.

325.02 PRESSURE MAIN TESTING

The test pressure shall be 50 psi greater than the maximum force main design pressure or 125 pounds per square inch gauge, whichever is greater. The test shall be held for a period of four (4) hours.

Each test section shall be slowly filled with water, care taken to expel all air from the pipe. If necessary, the pipes shall be tapped at high points to vent the air. There will be no extra charge to the Owner for venting.

At the end of the test period, the amount of leakage shall be determined by the quantity of water that must be supplied into the pipe, or any valved section thereof, to maintain pressure within five pounds per square inch of the specified test pressure, after the air in the pipe has been expelled. The maximum allowable leakage shall be calculated using the following formula.

$$L = \frac{10 \cdot S \cdot D \cdot T}{(5280)\,(24)}$$

Where L = total leakage in gal.
S = length of pipe in ft
D = inside diameter of pipe in inches
T = duration of test in hours

If the quantity of leakage exceeds the maximum amount calculated, the failed section will be rejected and not accepted until it meets the above requirements.

325.03 GRAVITY LINE TEST

A. Ground Water Level

It is imperative to determine an accurate water table at the time of testing. Any approved and logical method of determining the water table will be considered.

B. Low Pressure Air Test

A low pressure air test shall be conducted on the sewer lines less than 36" in diameter unless the pipe is to be joint tested.

Conduct test between two (2) consecutive manholes, as directed by the Engineer.

The test section of sewer line is plugged at each end. One of the plugs used at the manhole must be tapped and equipped for the air inlet connection for filling the line from the air compressor.

All plugs shall be properly braced against the internal pressure to prevent air leakage by slippage and blowouts.

Connect air hose to tapped plug selected for the air inlet. Then connect the other end of air hose to the portable air control equipment which consists of valves and pressure gauges used to control:

a. The air entry rate to the sewer test section, and

b. to monitor the air pressure in the pipe line.

More specifically, the air control equipment includes a shut-off valve, pressure regulating valve, pressure reduction valve and a monitoring pressure gauge having a pressure range from 0 to 15 psi. The gauge shall have minimum divisions of 0.10 psi and an accuracy of + or - 0.04 psi.

Connect another air hose between the air compressor and the air control equipment.

Supply air to the test section slowly, filling the pipe line until a constant pressure of 3.5 psig plus 0.433 psi for each foot of ground water level above the invert of the pipe. The air pressure must be regulated to prevent pressure inside the pipe from exceeding 15.0 psig.

When constant pressure of 3.5 psig above ground water pressure adjustment is reached, throttle the air supply to maintain the internal pressure at 3.5 psig plus ground water pressure adjustment for at least 5 minutes. If leakage is detected at any cap or plug, release the pressure in the line and tighten all leaky caps and plugs. Then start the test operation again by supplying air. When it is necessary to bleed off the air to tighten or repair a faulty plug, a new five-minute interval must be allowed after pipe line has been refilled.

After the stabilization period, adjust the air pressure to just above 3.5 psig above ground water pressure adjustment and shut off or disconnect the air supply.

Observe the gauge until the air pressure reaches 3.5 psig above ground water pressure adjustment. At 3.5 psig above ground water pressure, commence timing with a stop watch which is to run until the line pressure drops to 2.5 psig above the ground water pressure at which time the stop watch is stopped.

If the time, in minutes and seconds, for the air pressure to drop 1.0 psig is greater than that shown in the table below for the designated pipe size, the section undergoing test shall have passed.

If the time, in minutes and seconds, for the 1.0 psig drop is less than that shown in the table below for the designated pipe size, the section of pipe shall not have passed the test; therefore, adequate repairs must be made and the line retested.

Minimum Time-Air Test

$$T = \frac{0.085 \text{ X } D \text{ X } K}{Q}$$

T = time for pressure to drop 1.0 pound per square inch gauge in seconds
K = 0.000419 X D X L, but not less than 1.0
D = average inside pipe diameter in inches
L = length of line of same pipe size being tested, in feet
Q = rate of loss, 0.0015 cubic feet per minute per square foot internal surface shall be used

Since a K value of less than 1.0 shall not be used, there are minimum testing times for each pipe diameter as follows:

Pipe Diameter (inches)	Minimum Time (seconds)	Length for Minimum Time	Time for Longer Length (seconds)

(feet)

6	340	398	0.855(L)
8	454	298	1.520(L)
10	567	239	2.374(L)
12	680	199	3.419(L)
15	850	159	5.342(L)
18	1020	133	7.693(L)
21	1190	114	10.471(L)
24	1360	100	13.676(L)
27	1530	88	17.309(L)
30	1700	80	21.369(L)
33	1870	72	25.856(L)

The test may be stopped if no pressure loss has occurred during the first 25% of the calculated testing time. If any pressure loss or leakage has occurred during the first 25% of the testing period, then the test shall continue for the entire test duration as outlined above or until failure.

C. Joint Testing for Pipes 36" and Larger in Diameter

Lines with a 27-inch average diameter and larger may be air tested at each joint instead of low pressure air testing. Pipe greater than 36 inch diameter must be tested for leakage at each joint. If the joint test is used, a visual inspection of the joint shall be performed immediately after testing. The pipe is to be pressurized to 3.5 psi greater than the pressure exerted by groundwater above the pipe. Once the pressure has stabilized, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be 10 seconds.

D. Deflection Test

Deflection tests shall be performed on all semi-rigid pipe in accordance with the TCEQ Chapter 217 design requirements. The test shall be conducted after the final backfill is in place for 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid mandrel (required for pipes less than 27" in diameter), the diameter of the
mandrel shall be a minimum of 95% of the inside diameter of the carrier pipe in accordance with the TCEQ requirements. The test shall be performed without the use of mechanical pulling devices.

325.04 MANHOLE TESTING

Testing of new or rehabilitated sanitary sewer manholes shall be independent of testing of sanitary sewer lines and shall be by either hydrostatic exfiltration test or vacuum test according to the following.

A. Hydrostatic Exfiltration Test

The hydrostatic exfiltration test shall be as follows:

1. Plug all incoming and outgoing lines securely.

2. Fill manhole with water up to the top.

3. The water level shall be maintained full for at least one hour.

4. If the water loss exceeds the maximum allowable of 0.025 gallons per foot diameter per foot of manhole depth per hour, the manhole shall have failed the test.

   For concrete manholes, a wetting period of 24 hours may be used prior to testing in order to allow for saturation of the concrete.

5. Repair and retest any manholes which fails the test.

B. Vacuum Test

1. DESCRIPTION

   This specification governs all work and materials necessary to perform vacuum testing of new or existing sanitary sewer manholes. Manholes may be tested after installation with all connections (existing and/or proposed) in place. Vacuum testing may be performed prior to or after backfilling by the installer. Final acceptance, in accordance with the requirements of this specification, will consist of vacuum testing of the completed and installed structure (manhole) in place to include manhole/adjustment rings and manhole casting.

2. MATERIALS

   Vacuum testing shall consist of a minimum of the following:

   a. Engine.

b. Vacuum Pump.

c. Hose.

d. Test Head device capable of sealing opening in manhole casting as required.

e. Pneumatic Test Plugs - these plugs shall have a sealing length equal to or greater than the diameter of the connecting pipe to be sealed.

3. PROCEDURE

a.. The test head shall be placed at te to of the manhole in accordance with the manufacturer's recommendations.

b. A vacuum of 10 inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 inches of mercury.

c. The manhole shall pass if the time for the vacuum reading to drop from 10 inches of mercury to 9 inches of mercury meets or exceeds the values indicated in Table

d. If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall then be retested until a satisfactory test is obtained.

TABLE 1 - Minimum Test Times for Various Manhole Diameters (ASTM C1244)

Depth	Diameter, inches				
(Feet)	42	48	54	60	72
	Time, seconds				
8	17	20	23	26	33
10	21	25	29	33	41
12	25	30	35	39	49
14	30	35	41	46	57
16	34	40	46	52	67
18	38	45	52	59	73
20	42	50	53	65	81
22	46	55	64	72	89
24	51	59	64	78	97
26	55	64	75	85	105
28	59	69	81	91	113
30	68	74	87	98	121

4. TESTING AND CERTIFICATION

a. Testing shall be done by the Contractor and witnessed by the Engineer or his representative. All manholes and structures shall be tested as finished and completed for final acceptance.

b. ANY DEFECTIVE WORK OR MATERIALS shall be corrected or replaced by the Contractor and retested. This shall be repeated until all work and materials are acceptable.

325.04 MEASUREMENT AND PAYMENT

Work performed and materials furnished as prescribed by this Item will not be measured or paid for directly, but shall be considered subsidiary to the various bid items in the contract.

A. Pressure Main Test Report Form

Date:_____

Line Segment(s) Tested (with Line Size):_____

All Valves Open/Closed:_____ Flow Meter Calibrated:_____

Initial Flow Meter Reading: _____ gal

Beginning Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Low Pressure: _____ psi Water Pumped: _____ gal Resulting Pressure: _____ psi

Total Water Pumped: _____ gal

Leakage Calculation:_____
_____
_____
_____
_____

Allowable Leakage for Test Section: _____ gal Passed: ____ Failed: ____

B. Air Test Report for Gravity Sewer Line

Date :_____

Line Segment(s) Tested (with Line Size):_____

Time allowed for 0.5 psi pressure drop:_____

Beginning pressure:_____

Ending pressure:_____

Time for drop:_____ Passed: ____ Failed:____

Person conducting test: _____

C. Vacuum Test Report for Gravity Sanitary Sewer Manholes

Date:_____

Manhole Designation: _____

Time for vacuum drop from 10 inches of Mercury to 9 inches of Mercury: _____

Pass: _____ Fail:_____

Person conducting test: _____

D. Hydrostatic Exfiltration Test

Date:_____

Manhole Designation: _____

Height of water that leaked from manhole: _____

Volume of water that leaked from manhole: _____ gal per ft diam per ft depth per hour

Pass: _____ Fail:_____

Person conducting test: _____

ITEM 350

BORING

350.01 GENERAL

This specification shall cover materials and procedures required for installing pipelines under roadways, highways, railroads and ditches as indicated on the plans. Items of work included herein are bore without encasement and bore with encasement.

350.02 MATERIALS

The carrier pipe shall be as specified under appropriate specifications included herein. The encasement pipe shall be as called for in the plans and specified below.

A. Steel Encasement

Specification for steel encasement pipe shall be steel pipe ASTM A 139, Grade B. The exterior of the casing pipe shall have a minimum of 20 mils of coal tar epoxy applied in three separate coats after surface preparation. Surface preparation shall be a minimum SSPC-SP10-85, a near white condition. The Contractor shall mechanically brush any blemishes and welded joints and paint with a quick cure coal tar epoxy.

The contractor shall be responsible for determining the appropriate wall thickness of the casing. The casing and joints shall be designed to carry thrust of jacks or loads due to pulling mechanism in combination with overburden, earth, and hydrostatic loads. Select casings for dry augering to withstand action of auger without damage. Use the following design elements:

1. Design stress in pipe wall shall be 50 percent of minimum yield point of steel or 18,000 psi, whichever is less, when subjected to applicable loading conditions;

2. Wall thickness shall provide for a maximum allowable deflection which does not exceed 3 percent of nominal casing diameter;

3. User Cooper E-80 locomotive loading distribution as criteria for railroad crossings in accordance with AREMA specifications for culverts. In design, account for additive loadings due to multiple tracks;

4. Use H-20 vehicle loading distribution as criteria for truck loading in accordance with AASHTO;

5. When not specifically indicated on the plans or in the specifications, select casing diameter to permit practical installation (including skids or spacers) and grouting.

B. HDPE Encasement

Specification for high density polyethylene (HDPE) encasement pipe shall be high density polyethylene DR11 pipe, iron pipe size (IPS) in accordance with ASTM D 3350 and ASTM F 714. Pipe meet the requirements of AWWA C906-90 "Polyethylene (PE) Pressure Pipe and Fittings, 4 in through 63 in, for Water Distribution."

C. Carrier and Casing Sizes

The carrier and casing material options shown below are approximate sizes and thicknesses for bidding purposes. The Contractor shall submit the recommended sizes, thicknesses, and clearances to the Engineer in accordance with the design parameters contained herein.

Carrier Pipe	Steel Casing Pipe

350.03 METHODS OF CONSTRUCTION

A. GENERAL

Bore pits and tail trenches shall be located to prevent damage to surrounding facilities and shall not be larger or deeper than required for the bore and as shown on the plans. Any damages to adjacent facilities caused by the Contractor's work shall be repaired or replaced by the Contractor at his expense. The Contractor shall provide shoring, sheet piling, or other stabilization equipment as required for a safe installation and in accordance with the Trench Safety specification contained herein. All trench backfill shall be mechanically tamped back to its original density. Clean up of the area requires all roadway shoulders, berms, slopes, and ditches be shaped to original condition or better.

All bores shall be accomplished with a mechanical boring machine capable of producing a smooth, straight bore. The boring device shall be capable of making grade adjustments at the boring face during the boring process. Grade shall be controlled using a laser beam or other approved leveling device. The size of the bore shall be such that sufficient room is provided for bells and joints.

Bores in Texas Department of Transportation ROW shall be wet bores if the bore hole is 15" or smaller and shall be dry bores if the bores are larger than 15".

B. HORIZONTAL DIRECTIONAL DRILLING

Steerable method for the installation of pipes using a surface launched drilling rig, in which a fluid filled pilot bore is drilled. The hole is then enlarged to the size required by rotating a large pipe and cutting head. Tracking of the drill string is done by using a down hole survey tool. The required deviation during pilot boring is achieved by positioning the bent sub. The void between the pipe and the bore hole wall shall not be greater than 1" or it shall be pumped full of grout in accordance with ASTMC 476.

The contractor shall be responsible for ensuring the facilities crossed are not damaged from heaving of the soil or any other portion of the boring operation. The contractor shall employ whatever means necessary to prevent damage including relief holes, removal of materials to prevent excessive pressures, additional incremental cutting procedures, and/or any other procedure recommended by the equipment manufacturer. Any damage caused by the contractor shall be repaired or replaced at his expense.

C. WET BORES

The bore hole shall be of such a diameter to permit the insertion of the carrier pipe following the removal of excess materials from the bore hole. The bore shall allow for the insertion of the carrier pipe by jacking without exceeding the jacking load capacity of the pipe as specified by the manufacturer. The bore diameter shall not be more than 1" larger than the maximum diameter of the carrier pipe. Annular void between the pipe and the bore hole wall shall pumped full of grout if the annular space is greater than 1". Pumping of grout shall be in accordance with ASTM C-476.

D. DRY BORES

The bore shall be made so as to facilitate the immediate placement of the casing pipe by jacking. Casing shall be installed with even bearing throughout its length laid at the grade indicated on the plans. The bore hole shall be of such a diameter to permit the insertion of the casing pipe without exceeding the jacking load as specified by the manufacturer. The bore diameter shall not be more than 1" larger than the maximum diameter of the casing pipe. Annular voids between the pipe and the bore hole wall shall pumped full of grout if the annular space is greater than 1". Pumping of grout shall be in accordance with ASTM C-476. The removal of excess material through the inside of the casing shall be accomplished in a manner that will not damage the protective coating. The carrier pipe shall be supported with a minimum of casing spacers with a minimum of two per joint of pipe so as to provide adequate support and to prevent damage to pipe bells during installation. Casing spacers shall be of a non corroding material such as polyethylene and must be approved by the Engineer. The pipe shall not rest on the pipe bells, but, rather, on the supports. The annular space at both ends of the encasement pipe shall be plugged with grout 12" into the pipe to prevent excessive water infiltration.

E. JACKING OF CASING PIPE

Heavy duty jacks suitable for jacking of the casing pipe size and type as specified herein shall be used by the Contractor. The jacking process shall provide for even pressure around the entire circumference of the casing pipe. The jacking head shall be not less than six (6) inches larger in diameter than the casing pipe. The boring equipment shall be such that an even grade and alignment as called for in the plans can be obtained and such that all forces are transmitted to undisturbed soils in the bore pits. Once the jacking process has begun, the operations shall be complete without interruption. Any pipe damaged in this process shall be replaced by the Contractor at his own expense. Bore pits and trenches shall be backfilled immediately upon completion of the boring process.

350.04 NOTIFICATION

The contractor shall notify the appropriate R.O.W. owner at least seven (7) days prior to initiation of construction. R.O.W. owners shall be informed of all construction schedule changes within their respective R.O.W.'s.

350.05 MEASUREMENT AND PAYMENT

Boring shall be measured for payment in linear feet along the centerline from end to end of the casing specified to be placed therein. Boring shall be paid for at the contract unit price per linear foot complete in place. The linear foot price shall be total compensation for furnishing and placing all materials including grout packing, backfill, jacking, boring, excavation, backfill, bore pits, dewatering, drainage control, disposal of materials, labor, tools, equipment, and incidental necessary for a complete installation, as specified in the plans and specifications.

Payment shall be only for the limits as shown on the plans, unless prior approval is obtained from the Engineer.

ITEM 380

HORIZONTAL DIRECTIONAL DRILLING

380.1 GENERAL

A. SCOPE OF WORK

This section contains guidelines and specifications applicable to the installation of sanitary sewer force mains using horizontal directional drilling (HDD). It includes minimum requirements for design, materials and equipment used for the horizontal directional drilling for the substantially trenchless construction of pipelines. The section also includes materials, dimensions and other pertinent properties of pipe and required accessories. These properties provide minimum performance requirements for various components including joints.

The Contractor shall submit to the Engineer for review, the bore profile produced from the boring software used prior to making the bores.

B. DESCRIPTION OF SYSTEM

Installation of sanitary sewer force mains shall be carried out by HDD, where shown on the drawings and elsewhere by approval of the Engineer. The bore path shall be designed by the drilling contractor to ensure that pipe joints do not deflect more that 50% of manufacturer's recommended maximum deflection.

380.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. The following standards contain provisions that, through reference in this text, constitute provisions of these guidelines. All standards are subject to revision, and users of these guidelines are cautioned to use the latest revisions.

1. American National Standards Institute (ANSI)/American Water Works Association (AWWA)

380.3 SUBMITTALS

A. Prior to beginning work, the Contractor shall submit to the Engineer a work plan detailing the procedure and schedule to be used to execute the project. The work plan shall include a description of all equipment to be used, down-hole tools, a list of personnel and their qualifications and

experience (including back-up personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), traffic control plan (if applicable), an environmental protection plan and contingency plans for possible problems. Work plan shall be comprehensive, realistic and based on actual working conditions for this particular project. Plan shall document the thoughtful planning required to successfully complete the project.

B. Specifications on material to be used shall be submitted to Engineer and material shall include the pipe, fittings, drilling mud, drilling additives and any other item, which is to be an installed component of the project or used during construction.

C. GENERAL

1. The bore path alignment and design for HDD shall be based on the Engineer's plans and other factors. Some of these factors are the pipe bell and barrel diameters, the optimum individual pipe length, bore path inside diameter and maximum deflection capabilities of the joint.

2. Prior to the start of drilling, reaming and pipe placement operations, the Contractor shall properly locate and identify all existing utilities in proximity to the pipeline alignment. The Contractor shall confirm the alignment of all critical utilities, using vacuum excavation or other suitable excavation method, for further detailed confirmations as necessary.

D. PIPE AND FITTINGS

1. Pipe and fittings shall meet the requirements of AWWA/ANSI C151/A21.51 and ANSI/AWWA C153/A21.53, respectively. Pipe used for directional drilling shall be as specified by the engineer, with pipe manufacturer designed restrained flexible joints and smoothly contoured bells. Joints with bulky glands or flanges that may prevent the smooth flow of the drilling fluid/soil slurry over the joint shall not be acceptable.

E. LININGS AND COATINGS

1. Pipe for sewer applications shall be Cement-Mortar lined in accordance with ANSI/AWWA C104/A21.4 or if required by the engineer, lined with PROTECTO 401®.

380.4 EQUIPMENT AND EXPERTISE

The Contractor shall have equipment and expertise, appropriate for horizontal directional drilling installations. This includes the preparation and maintenance of the bore path using drilling fluids appropriate for the geology of the soils. The Contractor shall also have experience in safety and dependability installing, in similar geology, similar size and length of piping involved.

A. DRILLING SYTEMS

1. The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at variable angles down to 8 degrees above horizontal, while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall have a capacity to adequately complete the drilling and piping installation. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor the maximum pull-back pressure during the pull-back operation. The rig shall be grounded during drilling and pull-back operations. There shall be a system to detect electrical current from the drill string and an audible alarm, which automatically sounds when an electrical current is detected.

2. The drill head shall be a steerable type and shall provide the necessary cutting surfaces and drilling fluid jets. Mud motors shall be adequate power to turn the required drilling tools.

B. GUIDANCE SYSTEM

1. A conventional electromagnetic sound walkover system, Magnetic Guidance System (MGS) probe or proven gyroscopic probe and interface shall be used to provide a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance shall be capable of tracking at the maximum depth required and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information to the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system shall be accurate to ± 2% of the vertical depth of the borehole at sensing position at depths up to one hundred feed and accurate within 4.5 feet, (54"), horizontally.

2. The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The

Operator shall be aware of any geo-magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

C. DRILLING FLUID (MUD) SYSTEM

1. A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be a minimum of 500 gallons. Mixing system shall continually agitate the drilling fluid during drilling operations.

2. Additives to drilling fluid such as drill soap, polymers, etc. shall be "environmentally safe" and be approved for such usage. No diesel fuel shall be used.

D. OTHER EQUIPMENT

1. Pipe rollers shall be of sufficient size to fully support the weight of the pipe while being hydro-tested and during pull-back operations. Sufficient number of rollers shall be used to prevent excess sagging of pipe. Rollers shall be used as necessary to assist in pull back operations and in layout/jointing of piping.

2. Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

3. Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval shall be made on an individual basis for each specified location. The proposed device or system shall be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

380.5 JOINTS, INTERCONNECTIONS, AND PULLING BELL ASSEMBLIES

A. Joints used for directional drilling shall be boltless, flexible, restrained. Pipe and joint seals, when properly assembled and installed, shall be capable of dependably handling the specified internal pressure, as well as vacuum and external pressures that can occur in pipeline operation. Joints shall exhibit such performance attributes in straight alignment or at maximum rated joint deflection. The pipe pulling head shall be made of ductile-iron and designed and furnished by the pipe manufacturer or an approved equal. The pulling head assembly shall have the same performance characteristics as the pipe to which it is connecting. It shall also be supplied with a filling/testing port, of appropriate size, for testing of the pipe after it is pulled through the borepath.

B. For pipe that is installed using the Assembly Line method or Ramp Method, described as follows, the pulling head may also be used as one of the two (2) bulkheads required for a low pressure air test of the pipe string prior to pull back, if required by the engineer. After complete installation, the pulling head may also be helpful, with or without further connection of piping, in normal higher pressure hydrostatic testing of the installed piping.

380.6 PROOF-OF-DESIGN TESTS

The Manufacturer shall have representative proof-of-design tests of flexible restrained pipe joints.

380.7 EXECUTION

A. GENERAL

1. The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

2. The drawings show existing utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that the other utilities may not be present. The Contractor is to field locate existing utilities in advance of the work so as not to delay work and avoid conflict or disruption of utility services.

B. PERSONNEL REQUIREMENTS

1. All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety. Contractor must show job

history and reference list of equal or greater size and length of piping involved. The Supervisor must have at least two years directional drilling experience. A competent and experienced supervisor representing the Drilling Contractor shall be present at all times during the actual drilling operations. A responsible representative who is thoroughly familiar with the equipment and type work to be performed, must be in direct charge and control of the operation at all times.

C. DRILLING PROCEDURE

1. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.

2. Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If Contractor is using a magnetic guidance system, drill path shall be surveyed for any surface geo- magnetic variations or anomalies.

3. Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner.

4. Pipe lengths shall be connected together in one length, if space permits. Pipe shall be placed on pipe rollers before pulling into bore hole with rollers spaced close enough to prevent excessive sagging of pipe.

5. Pilot hold shall be drilled on bore path with no deviations greater that 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', Contractor shall notify Engineer and Engineer may require Contractor to pull-back and re-drill from the location along bore path before the deviation.

6. Upon successful completion of pilot hole, Contractor shall ream bore hole to a minimum of 25% greater than outside diameter of pipe bell for straight pulls and 50% greater for curved or radius pulls using the appropriate tools. Contractor shall have the option to pre-ream or ream and pull back pipe in one operation if conditions allow. Contractor shall not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.

7. After successfully reaming bore hole to the required diameter, Contractor shall pull the pipe through the bore hole. In front of the pipe shall be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations Contractor shall not apply more that the maximum safe pipe pull force at any time. In the event that pipe becomes stuck, Contractor shall notify Engineer.

Engineer, Contractor, and/or the maintaining agency shall discuss options and then work shall proceed accordingly.

8. Excess pipe shall be removed and the bore hole associated with this excess pipe shall be filled with flowable fill or grout unless the area of the excess pipe is excavated and backfilled as part of the tie-in operations. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, Contractor shall cease operations and shall discuss corrective options with the Engineer and/or maintaining agency, then work shall proceed accordingly.

D. BASIC ASSEMBLY/PULLING METHODS

1. Cartridge Assembly (Option 1) - Cartridge assembly option is defined as the assembling of individual sections of flexible restrained joint carrier pipe in a secured entry and assembly pit. The pipe sections are assembled individually and then progressively pulled into the bore path a distance equivalent to a single pipe section. This assembly-pull process is repeated for each pipe length until the entire line is pulled trough the bore path to the exit point.

2. Assembly-Line or Ramp Method (Option 2) - Assembly-line option is defined by the pre-assembly of multiple lengths of flexiblerestrained joint carrier pipe, with subsequent pulling installation into the bore path as a long pipe string. With this option the Contractor shall provide an entry ramp to the entrance of the bore path. The ramp shall be of sufficient length and grade such that any one pipe joint does not exceed the allowable joint deflection at any point prior to the pipe string entering the bore path. The Contractor shall be responsible for providing the necessary equipment or ground surface preparation to allow the pipe to be pulled back along the surface prior to the entry ramp and bore path without damaging the PE encasement, if required. The Contractor shall repair any damage to the wrap prior to the pipe section entering the bore path.

E. JOINT CLEANING/ASSEMBLIES IN HDD

1. The Contractor shall be responsible for the proper assembly of all pipe and appurtenances in accordance with the Manufacturers written installation procedure and as supplemented by these guidelines. Prior to joint assembly all joints and joint components shall be thoroughly cleaned and examined to ensure proper assembly and performance. In the event that the Contractor is not experienced with the assembly of the type of flexible restrained joint being used, it shall be the responsibility of the Contractor to contact a factory-trained representative for recommendations on the proper and efficient installation of the joint.

F. PIPE TESTING

1. Following successful pullback of pipe, Contractor shall hydro-test pipe.

G. SITE RESTORATION

1. Following drilling operations, the Contractor shall de-mobilize equipment and restore the work-site to original condition. Any noticeable surface defects, due to the drilling operation, shall be repaired by the Contractor.

H. RECORD KEEPING

1. Contractor shall maintain a daily record of the drilling operations and a guidance system log with a copy given to Engineer at completion of boring. As-built drawings shall be certified by the Contractor, for accuracy.

2. Contractor shall accurately record, maintain, and provide to the Engineer, copies of the plan and profile drawings of the Contractor installed horizontal directional drilled carrier pipe.

ITEM 401

FLOWABLE BACKFILL

401.01 GENERAL

This Specification is from the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. All references to other Specification Items hereby incorporate those Texas Department of Transportation Specifications into this project

401.02 DESCRIPTION

Furnish and place flowable backfill for trench, hole, or other void.

401.03 MATERIALS

A. Cement. Furnish cement conforming to DMS-4600, "Hydraulic Cement."

B. Fly Ash. Furnish fly ash conforming to DMS-4610, "Fly Ash."

C. Chemical Admixtures. Furnish chemical admixtures conforming to DMS-4640, "Chemical Admixtures for Concrete."

D. Fine Aggregate. Provide fine aggregate that will stay in suspension in the mortar to the extent required for proper flow and that meets the gradation requirements of Table 1.

Table 1
Aggregate Gradation Chart

Sieve Size	**Percent Passing**
3/4 in.	100
No. 200	0-30

Test fine aggregate gradation in accordance with Tex-401-A.

Plasticity Index (PI) must not exceed 6 when tested in accordance with Tex-106-A.

E. Mixing Water. Use mixing water conforming to the requirements of Item 421, "Hydraulic Cement Concrete."

401.04 CONSTRUCTION

Submit a construction method and plan, including mix design and shrinkage characteristics of the mix, for approval. Provide a means of filling the entire void area, and be able to demonstrate

that this has been accomplished. Prevent the movement of any inserted structure from its designated location. If voids are found in the fill or if any of the requirements are not met as shown on the plans, remove and replace or correct the problem without additional cost to the Department.

Unless otherwise shown on the plans, furnish a mix meeting the requirements of Sections 401.3.A, "Strength," and 401.3.B, "Consistency."

A. Strength. The 28-day compressive strength range, when tested in accordance with Tex-418-A, must be between 80 psi and 150 psi unless otherwise directed. Two specimens are required for a strength test, and the compressive strength is defined as the average of the breaking strength of the 2 cylinders.

B. Consistency. Design the mix to be placed without consolidation and to fill all intended voids. Fill an open-ended, 3-in.-diameter-by-6-in.-high cylinder to the top to test the consistency. Immediately pull the cylinder straight up. The correct consistency of the mix must produce a minimum 8-in.-diameter circular spread with no segregation.

When necessary, use specialty type admixtures to enhance the flowability, reduce shrinkage, and reduce segregation by maintaining solids in suspension. All admixtures must be used and proportioned in accordance with the manufacturer's recommendations.

Mix the flowable fill using a central-mixed concrete plant, ready-mix concrete truck, pug mill, or other approved method.

Furnish all labor, equipment, tools, containers, and molds required for sampling, making, transporting, curing, removal, and disposal of test specimens. Furnish test molds meeting the requirements of Tex-447-A. Transport, strip, and cure the test specimens as scheduled at the designated location. Cure test specimens in accordance with Tex-447-A. The Engineer will sample, make, and test all specimens. Dispose of used, broken specimens in an approved location and manner. The frequency of job control testing will be at the direction of the Engineer.

401.05 MEASUREMENT

This Item will be measured by the cubic yard of material placed. Measurement will not include additional volume caused by slips, slides, or cave-ins resulting from the Contractor's operations.

401.06 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Flowable Backfill." This price is full compensation for furnishing, hauling, and placing materials and for equipment,

tools, labor, and incidentals. Where not specifically provided for in the bid proposal, payment for grouting annular spaces will be incidental to boring, tunneling, or other bid items bid items.

ITEM 900

SEEDING

900.01 DESCRIPTION

This Item shall govern for preparing ground, providing for sowing of seeds, mulching with straw, hay, or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

900.02 MATERIALS

All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (P.S. = purity x germination), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer. The amount of seed planted per acre shall be of the type specified below.

Common Name	Scientific Name
Bermuda and giant Bermuda grass (Hulled or Unhulled)	Cynodon dactylon
Annual Rye	Lolium multiflorum
German Foxtail Millet	Setaria italica

900.03 PLANTING SEASON

Planting dates, seed mixtures and application rates shall conform to the following table.

Planting Date	Type(s)	Application Rate (Lbs. per Acre P.S.)
April 1 - September 30	Bermuda and Giant Bermuda grass (Hulled)	20
	Millet	40
October 1 - March 31	Hulled Bermuda	20
	Unhulled Bermuda	20
	Annual Ryegrass	40

900.04 FERTILIZER

All fertilizers used shall be delivered in bags or containers clearly labeled showing the analysis. The fertilizer is subject to testing in accordance with the Texas Fertilizer Law. A palette or granulated fertilizer shall be used with an analysis of 13-13-13 or having the analysis shown on the plans. The figures in the analysis represent the percent of nitrogen, phosphoric acid, and potash nutrients respectively as determined by the methods of the Association of Official Agricultural Chemists.

In the event it is necessary to substitute a fertilizer of a different analysis, it shall be a palette or granulated fertilizer with a lower concentration, but the total amount of nutrients furnished and applied per acre shall equal or exceed that specified for each nutrient.

Palette or granulated fertilizer shall be applied uniformly over the area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the Engineer.

Unless otherwise indicated in the plans or specifications, fertilizer shall be applied uniformly at the average rate of 600 pounds per acre for all types of "Seeding."

900.05 SPRINKLE IRRIGATION

Sprinkle Irrigation shall consist of the authorized application of water on those portions of the right of way as shown on plans or as directed by the Engineer, and as herein specified.

Water shall be furnished by the Contractor and shall be clean and free of industrial wastes and other substances harmful to the growth of grass.

This work will be done only at such time as approved by the Engineer and in sufficient frequency to allow optimum germination. The Contractor shall furnish and operate approved sprinklers which will insure the distribution of water in a uniform and controllable rate of application.

900.06 STRAW MULCH

Straw mulch shall be oat, wheat, or rice straw. Hay mulch shall be prairie grass, Bermuda grass, or other hay as approved by the Engineer. The mulch shall be free of Johnson grass or other noxious weeds and foreign materials. It shall be kept in a dry condition and shall not be molded or rotted.

900.07 CELLULOSE FIBER MULCH

Cellulose fiber mulch shall be a natural cellulose fiber mulch produced from grinding clean, whole wood chips, or fiber produced from ground newsprint with a labeled ash content not to

exceed 7%. The mulch shall be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch shall be such that when applied the material shall form a strong, moisture-retaining mat without the need of an asphalt binder. Application rate for mulch in HYDRO MULCH SEEDING shall be 2000 Lbs/acre.

900.08 SOIL STABILIZER/TACKING AGENT

Soil stabilizer for hydro-mulch seeding shall be of a commercially available type approved by the Engineer and shall be applied at a rate of 40 Lbs./acre unless otherwise specified.

900.09 CONSTRUCTION METHODS

After the designated areas have been completed to the lines, grades and cross sections shown on the plans and as provided for in other items of this contract, seeding shall be performed in accordance with the requirements hereinafter described. All areas to be seeded shall be cultivated to a depth of at least four (4") inches, unless otherwise directed by the Engineer. The seed bed shall be cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deep for optimum germination. Cultivation of the seed bed will not be required in loose sand where depth of sand is four (4") inches or more.

The cross-section previously established shall be maintained throughout the process of cultivation and any necessary reshaping shall be done prior to any planting of seed.

The following are four methods of seeding which may be specified in the plans:

900.10 STRAW OR HAY MULCH SEEDING

The seed or seed mixture in the quantity specified shall be uniformly distributed over the areas shown on plans or where directed by the Engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed as well as fertilizer may be distributed at the same time provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment. Upon completion of planting of seed, straw or hay mulch shall be spread uniformly over the seeded area at the rate of approximately 1½ to 21 tons of hay or 2 to 2½ tons of straw per acre. A mulching machine approved by the Engineer shall be equipped to inject a tacking agent into the straw or hay uniformly as it leaves the equipment at a rate of 0.05 to 0.10 gallon of tacking agent per square yard of mulched area. If the straw or hay and tacking agent are placed by hand, then the rate of application for the tacking agent shall be approximately 0.15 gallon per square yard.

900.11 CELLULOSE FIBER MUCH SEEDING

The seed or seed mixture, in the quantity specified, and fertilizer, shall be uniformly distributed over the areas shown on the plans or where directed. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used all varieties of seed as well as fertilizer may be distributed at the same time, provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment. After planting, the planted area shall be rolled with a corrugated roller of the "Cultipacker" type. All rolling of the slope areas shall be on the contour. Upon completion of planting and cultipacking of the seed, cellulose fiber mulch shall be spread uniformly over the area at the rate of 2000 lbs. per acre given in dry weight of mulch per acre. A mulching machine, approved by the Engineer, shall be equipped to eject the thoroughly wet mulch material at a uniform rate to provide the mulch coverage specified.

900.12 HYDRO MULCH SEEDING

The seed or seed mixture, in the quantity specified, shall be mixed in an approved mixer/distributor with fertilizer and Cellulose Fiber Mulch at the specified rates. Mixing and distributing shall be in such a manner so that thoroughly wet mulch material will be distributed at a uniform rate to provide the coverages specified. Soil stabilizer/tacking agent shall be added to the mixture at the specified rates.

900.13 BROADCAST SEEDING

The seed or seed mixture in the quantity specified shall be uniformly distributed over the areas shown on plans or where directed by the engineer. If the sowing of seed is by hand, rather than by mechanical methods, the seed shall be sown in two directions at right angles to each other. If mechanical equipment is used, all varieties of seed as well as fertilizer may be distributed at the same time provided that each component is uniformly applied at the specified rate. When seed and fertilizer are to be distributed as a water slurry, the mixture shall be applied to the area to be seeded within 30 minutes after all components are placed in the equipment. After planting, the planted area shall be rolled with a corrugated roller of the "Cultipacker" type. All rolling of the slope areas shall be on the contour.

900.14 REQUIRED COVERAGE

Germination and establishment of a good stand of Bermuda grass will be required in order to qualify any Seeding as "Acceptable Work." Substantial bare spots and ruts designed by the Engineer will be reseeded and fertilized as required to achieve germination. Isolated bare spots measuring 2 ft. in diameter or less will be considered as acceptable work. These requirements will be adhered to assuming normal weather conditions. In the event of abnormal flooding conditions, these requirements will be applied to areas above measured high-water marks.

900.15 MEASUREMENT AND PAYMENT

Work and accepted material as prescribed for this item, will be incidental to those bid items calling for seeding. This shall include all materials, for all excavation, loading, hauling, stockpiling, placing, sprinkling, and rolling and for furnishing all labor, equipment, tools, supplies and incidentals necessary to complete the work. There will be no separate pay item for Seeding.

ITEM 950

TRENCH SAFETY SYSTEMS

950.01 DESCRIPTION

This section covers excavation and supporting systems for trenches to protect the safety of workers, provide suitable means for constructing utility lines, and to protect public or private property, including existing utilities. A trench system shall be required for all trenches or excavation 5 feet or greater in depth.

The Contractor shall comply with the minimum requirements of this specification. Maintenance and inspection of any shoring and related equipment shall be the responsibility of the Contractor. The Contractor shall determine the safety system needed for the project within the minimum requirements of this specification. The Contractor has the sole responsibility to provide a safe work environment for all of his employees and anyone else present at the work site.

950.02 SUBMITTALS

The Contractor shall submit to the Owner's Engineer a Trench Safety System designed and sealed by a Registered Professional Engineer registered and in good standing in the State of Texas. The Trench Safety System along with certification from the Contractor's Registered Professional Engineer indicating that the Contractor's Trench Safety System meets the minimum requirements of this specification shall be submitted to the Owner's Engineer. The Contractor shall make adjustments as required by the Owner and/or Engineer to meet minimum requirements at Contractor's expense. Approval of a trench safety system by the Owner and/or Engineer shall not relieve the Contractor of his responsibility to provide a safe working place for his employees.

In addition, the Contractor shall submit a general safety program that conforms to OSHA standards that govern the activities of individuals in and around trench excavations. Both the Trench Safety System and the general safety plan shall be submitted to the Owner's Engineer prior to the start of construction.

950.03 REGULATORY COMPLIANCE

All trench excavations shall be accomplished in accordance with the detailed specifications set out in the provisions for Excavations, Trenching, and Shoring, as published by the Federal Occupational Safety and Health Administration (OSHA), 29 CFR, Part 1926, Subpart P, Section 1926.650 - 1926.653, and also the Rules published in the Federal Register (Vol. 52, No. 209, pages 45959 - 45991) on Tuesday October 31, 1989, or the latest revision thereof. These sections are hereby incorporated, by reference, into these specifications. Whatever method or option the Contractor may select, a request in writing must be submitted to the Engineer for approval before work can start.

REVIEW AND APPROVAL OF METHOD, EQUIPMENT AND PLANS BY THE ENGINEER WILL BE ONLY FOR GENERAL CONFORMANCE WITH OSHA SAFETY STANDARDS, AND IN NO CASE WILL REVIEW AND APPROVAL RELIEVE THE CONTRACTOR OF SOLE AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ENSURING THE SAFETY OF ALL PERSONS PRESENT AT HIS WORK SITE OR FROM PROTECTING PROPERTY FROM DAMAGE WHICH MAY RESULT FROM HIS CONSTRUCTION OPERATIONS.

950.04 EXISTING STRUCTURES

Where existing buildings, other utilities, streets, highways, or other structures are in close proximity to the trench, adequate protection shall be provided by the use of sheeting and shoring to protect the structure, street, or highway from possible damage. In the case of utilities, the Contractor may elect to remove the utility provided that the removal and subsequent replacement meets with the approval of the Engineer and the utility owner. In all cases, it shall be the responsibility of the Contractor to protect public and private property and any person or persons who might, as a result of the Contractor's work, be injured.

950.05 IMPLEMENTATION AND INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspections are to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or failures, 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. The Contractor shall maintain a permanent record of daily inspections.

It is the sole duty, responsibility and prerogative of the Contractor, not the Owner or the Engineer, to determine the specific applicability of trench safety systems to each field and soil condition encountered on the project. He shall pay special attention to the type of soil or soils in which he will be working, any adjacent roads, highways, and railroads, and any previous excavations. All underground installations shall be located, including utility lines , pipelines, etc., before any excavation begins.

The Contractor shall provide a trench safety system in every trench. The trench safety system shall be installed in a true horizontal position, be spaced vertically and shall be secured to prevent sliding, falling, or kickouts. The trench safety system shall be effective to the bottom of the excavation. All tenches shall be provided with an adequate means of exit at all times with spacings of 25 feet or less. These means of exit shall be anchored in place in order to aid in the event a quick exit is necessary. During trench excavation, the excavated material shall be placed a minimum of two feet (2') away from the edge of the trench.

950.06 MATERIALS AND MAINTENANCE

Materials used for sheeting, sheet piling, cribbing, bracing, shoring, and underpinning shall be in good serviceable condition. All materials which are found to be defective in any way shall be immediately removed from the job site. It shall be the responsibility of the Contractor to

regularly check all trench safety equipment for soundness and adequacy. Steel trench shields shall be constructed of steel plate sides, welded to a steel framework. All shields shall be constructed in order to provide protection equivalent to or greater than sheeting or shoring required for the trench. Adjustable jacks may be used in order to adjust the shield to varying trench widths. An access ladder shall be provided at the midpoint.

All maintenance of the trench safety equipment shall be the sole responsibility of the Contractor.

950.07 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owner, its employees and agents and the Engineer, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the failure of trenches constructed under this contract.

The Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner and the Engineer in case the Owner and/or Engineer is negligent either by act or omission in providing for trench safety, including, but not limited to inspections, failure to issue stop work orders, and the hiring of the Contractor.

The Trench Safety System plan by the Contractor's Engineer should cover all situations that my be encountered during construction. It should be recognized that information contained in the Geotechnical Report is based on the data obtained from the soil borings and conditions along the line route may differ from those found at the individual soil boring locations. It is the Contractor's responsibilities to detect varying conditions which may be hazardous and take appropriate action. The Contractor is responsible for determining the appropriate trench safety systems necessary for specific locations based on actual subsurface conditions encountered during construction. The Owner and Owner's Engineer shall be held harmless from any claim or liability for injury or loss that results from failure on the part of the Contractor to implement the Trench Safety System plan properly or to make necessary changes to the trench safety systems necessitated by conditions encountered during construction.

950.08 MEASUREMENT AND PAYMENT

Measurement for payment for temporary sheeting, shoring, and bracing or equivalent method shall be paid for by the linear foot, all depths, as measured along the center line of the pipe including manholes/inlets and bore pits in accordance with the specification.

Measurement for payment for temporary sheeting, shoring, and bracing or equivalent method shall be paid for by the square foot for all shoring from five feet below ground to the bottom of the excavation.

Payment shall be full compensation, in accordance with the pay items set in the bid for the trench safety system, including but not limited to planning, engineering, materials, equipment, fabrications, installation, inspection, recovery, all incidental work required, excavation and

backfill including all benching, sloping, hauling shoring, sheeting, excess excavations, dewatering, sheet piling, bracing, trench shields, and all other incidentals necessary to provide the trench safety system as specified in the approved Trench Safety System plan.

ITEM 1000

INDIVIDUAL GRINDER PUMP STATION

1000.01 DESCRIPTION

This item shall govern for the furnishing and installation of individual progressive cavity grinder pump stations for residential domestic wastewater.

1000.02 GENERAL

A. Contractor shall furnish all labor, materials, equipment and incidentals required to provide submersible centrifugal sewage grinder pump station(s) as specified herein, each consisting of a basin, grinder pump, and all necessary appurtenances to form a complete package system.

1000.03 OPERATING CONDITIONS

A. Each pump shall be rated 2 HP, 230 Volts, 1 Phase, 60 Hertz, and 3500 RPM. The unit shall produce 25 U.S. GPM at 112 feet TDH.

1000.03 CONSTRUCTION

A. Each pump shall be of the sealed submersible grinder type, model HVRS-200 as manufactured by Hydromatic Pump. The pump volute, motor and seal housing shall be high quality gray cast iron, ASTM A-48, Class 30. All external mating parts shall be machined and Nitrile O-ring sealed on a beveled edge. Gaskets shall not be acceptable. All fasteners exposed to the pumped liquid shall be 316 series stainless steel.

1000.04 ELECTRICAL POWER/CONTROL CORD

A. Electric power/control cord shall be SOOW water resistant 600V, UL and/or CSA approved. The single cord shall incorporate both power and sensor leads and shall be a minimum of seven (7) 12 gauge conductors.

B. The pump shall be protected with compression fitting and epoxy potted area at the power cord entry to the pump. A separation between the junction box areas of the pump and the motor by a stator lead sealing gland or terminal board shall not be acceptable.

C. The power cable entry into the cord cap assembly shall first be made with a compression fitting. Each individual lead shall be stripped down to bare wire, at staggered intervals, and each strand shall be individually separated. This area of the cord cap shall then be filled with an epoxy compound potting which will prevent water contamination to gain entry even in the

event of wicking or capillary attraction.

D. The power cord leads shall then be connected to the motor leads with extra heavy connectors having copper inserts with a crimped wire-to-wire connection, rather than a terminal board that allows for possible leaks.

E. The cord cap assembly shall be sealed with a Nitrile O-ring on a beveled edge to assure proper sealing.

1000.05 MOTOR

A. The stator, rotor and bearings shall be mounted in a sealed submersible type housing. The stator windings shall have Class F insulation (155°C or 311°F) and a dielectric oil-filled motor, NEMA B design (3 phase), NEMA L design (single phase). Because air-filled motors do not dissipate heat as efficiently as oil-filled motors, they shall not be acceptable.

B. The pump and motor shall be specifically designed so that they may be operated partially dry or completely submerged in the liquid being pumped. The pump shall not require cooling water jackets. Dependence upon, or use of, water jackets for supplemental cooling shall not be acceptable.

C. Stators shall be securely held in place with a removable end ring and threaded fasteners. No special tools shall be required for pump and motor disassembly.

D. Pump shall be equipped with heat sensors. The heat sensor(s) (one on single phase, two on three phase) shall be a low resistance, bimetal disc that is temperature sensitive. It (they) shall be mounted directly in the stator and sized to open at 120°C or 130°C and automatically reset at 30–35°C differential. The sensor shall be connected in series with the motor starter coil so that the starter is tripped if a heat sensor opens. The motor starter shall be equipped with overload heaters so all normal overloads are protected by an external heater block.

1000.06 BEARINGS AND SHAFT

A. An upper single row ball radial bearing and a lower single row ball thrust bearing shall be provided. Bearings shall be permanently lubricated by the dielectric oil that fills the motor housing.

B. The shaft shall be machined from solid 400 series stainless steel and be designed with large diameters and minimum overhang to reduce shaft deflection and prolong bearing and seal life.

1000.07 SEALS AND SENSORS

A. 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 type 21 carbon ceramic mechanical seals mounted in tandem. The seal housing shall be equipped with 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 be stopped or removed from the wet well.

1000.08 IMPELLER

A. The impeller shall be designed for rough duty service and shall be of a five-vane, semi-open design with hydrodynamic sealing vanes on the rear shroud. The impeller shall be constructed of engineered thermoplastic, with a permanently molded, hexagonally locked bronze insert. The impeller shall be of a non-overloading design and be factory or field trimable to meet specific performance conditions.

B. Optional all bronze impeller available.

1000.09 GRINDER CUTTERS

A. The combination centrifugal pump impeller and grinder unit shall be attached to the common motor and pump shaft made of 416 stainless steel. The grinder unit shall be on the suction side of the pump impeller and discharge directly into the impeller inlet, leaving no exposed shaft to permit packing of ground solids. The grinder shall consist of two stages. The cutting action of the second stage shall be perpendicular to the plane of the first cut for better control of the particle size. The grinder shall be capable of grinding normal domestic sewage. Both stationary and rotating cutters shall be made of 440C stainless steel hardened to Rockwell 60C and ground to close tolerance.

B. The upper (axial) cutter and stationary cutter ring shall be reversible to provide new cutting edges to double life. The stationary cutter ring shall be pressed into the suction opening of the volute and held in place by three (3) 300 series stainless steel screws. The lower (radial) cutter shall macerate the solids against the I.D. of the cutter ring and extrude them through the slots of the cutter ring. The upper (axial) cutter shall cut off the extrusions, as they emerge from the slots of the cutter ring to eliminate any roping effect that may occur in single stage cutting action. The upper (axial) cutter shall fit over the hub of the impeller and the lower (radial) cutter shall be slip-fit and secured by means of peg and hole and rotate simultaneously with the rotation of the shaft and impeller. The grinding mechanism shall be locked to the shaft by a 300 series stainless steel countersunk washer in conjunction with a 300 series stainless steel flat head cap screw threaded into the end of the shaft.

1000.10 STARTUP/TESTING

A. Prior to startup of the installed individual grinder pump station, the pump core must be

removed, the incoming sewer line flushed, and all debris removed from the wet well. After the wet well has been thoroughly cleaned, the pump core shall be reinstalled.

B. Commercial testing shall be required and include the following:

1. The pump shall be visually inspected to confirm that it is built in accordance with the specifications as to HP, voltage, phase and hertz.

2. The motor and seal housing chambers shall be hi-potted to test for moisture content and/or insulation defects.

3. Pump shall be allowed to run dry to check for proper rotation.

4. Discharge piping shall be attached, the pump submerged in water, and amp readings taken in each leg to check for an unbalanced stator winding. If there is a significant difference in readings, the stator windings shall be checked with a bridge to determine if an unbalanced resistance exists. If so, the stator will be replaced.

1000.11 PAINT

A. The pump shall be painted with waterborne hybrid acrylic/alkyd paint. This custom engineered, quick dry paint shall provide superior levels of corrosion and chemical protection.

1000.12 WARRANTY

A. The pump unit or any part thereof shall be warranted against defects in material or workmanship for a period of twelve (12) months from the date of installation or eighteen (18) months after receipt of shipment, whichever occurs first, and shall be replaced at no charge with a new or remanufactured part, F.O.B., factor or authorized warranty service station. The warranty shall not assume responsibility for removal, reinstallation or freight, nor shall it assume responsibility of incidental damages resulting from the failure of the pump to perform. The warranty shall not apply to damage resulting from accident, alteration, design, misuse or abuse.

B. Shop Drawings: After receipt of notice to proceed, the manufacturer shall furnish the engineer a minimum of six (6) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The engineer shall promptly review this data, and return two (2) copies to the manufacturer as approved, or approved as noted. Upon receipt of accepted shop drawings, the manufacturer shall proceed immediately with fabrication of the equipment.

1000.13 PUMP STATION EQUIPMENT

A. PUMP: As noted in Section 1000.03 of these specifications.

B. BASIN: The pump basin shall be 24" x 60", fiberglass, with anti-float ring and bold on fiberglass lid. The basin shall be field modifiable and will include four Adaptaflex Fittings (3 – 1 ¼" and 1 – 4") rubber grommets.

C. CONTROL/PANEL: Each pump station control panel shall be Single Phase Simplex SJE-Rhombus Type 113 and shall include a NEMA 4X Non Metallic enclosure. It shall include circuit breaker(s) and all necessary components to accomplish proper pump and control operation including the following alarm capabilities:

1. When liquid level in sewage wet-well rises above the alarm level, a visual alarm will be activated.

2. Visual alarm remains illuminated until sewage in wet-well returns to normal operating level.

3. Alarm for seal failure.

The visual alarm shall be a red fluted lens mounted to the top of the enclosure in such a manner as to maintain rain proof integrity.

D. FLOAT CONTROL SWITCH: Control switches shall be Sensor Float Control Switch by SJE-Rhombus.

E. DISCHARGE PIPING: Includes 1 ¼" Sch. 80 threaded PVC pipe with male adaptor, 1 ¼" Alprene 90° Bend PVC with grip rings.

F. CORROSION PROTECTION: All materials exposed to wastewater shall have inherent corrosion protection: i.e. cast iron, fiberglass, stainless steel, PVC. Cable connectors must be liquid-tight in NEMA 4X enclosures. All conduit running from the sump or tank to the control panel must be sealed with conduit sealant to prevent moisture or gases from entering the panel.

1000.14 MANUALS

A. The manufacturer shall supply four (4) copies of Operation and Maintenance Manuals to the District, and one (1) copy of the same to the engineer.

1000.15 PAYMENT

A. Payment shall be per bid item.

ITEM 1050

ON-SITE SANITARY SEWER FACILITY (OSSF)

1050.01 DESCRIPTION

This item shall govern for the furnishing and installation of the on-site sanitary sewer facilities for residential domestic wastewater.

1050.02 GENERAL

Contractor shall furnish all labor, materials, equipment, and incidentals required to provide a complete on-site sanitary sewer facility as specified herein, consisting of all equipment, tanks, piping, hardware, fittings, and all necessary appurtenances to form a complete and operable on-site sanitary sewer package system.

1050.03 DESIGN REQUIREMENTS

Design requirements are set forth in the Registered Sanitarian/Professional Engineer's design package following the technical specifications.

1050.04 PERMITTING

The Contractor shall be responsible filing the necessary documentation to Jefferson County and the Texas Commission on Environmental Quality (TCEQ) for the permitting of the on-site sanitary sewer facilities. Proof of permitting shall be provided prior to the close-out of the project.

1050.05 SUBMITTALS

Submittals shall be provided in accordance with the General Conditions and shall include the following:

1. Manufacturer's catalog data and descriptive literature.
2. General arrangement and dimensional drawings of the on-site sanitary sewer facility.
3. Written recommended procedures for storage, handling, installation, and start-up of the equipment.

Operation and maintenance manuals to be provided at the completion of the project and in accordance with the General Conditions.

1050.06 WARRANTY & MAINTENANCE CONTRACT

A two (2) year warranty, operation, & maintenance contract shall be provided with each on-site sanitary sewer facility installed. The on-site sanitary sewer facility or any part thereof shall be warranted against defects in material and shall be replaced at no charge with a new or remanufactured part. The warranty, operation, & maintenance contract shall be included in the cost of the bid item and shall cover all components of the on-site sanitary sewer facility. The contract shall also include customer service calls for operational issues and periodical site visits for routine maintenance. This contract shall be provided to the homeowner prior to the close of the project and shall be transferable.

1050.07 OPERATION & MAINTENANCE MANUALS

The manufacturer shall supply four (4) copies of Operation and Maintenance Manuals to the County, one (1) copy to the Homeowner, and one (1) copy of the same to the Engineer.

1050.08 PAYMENT

Payment shall be per bid item.

ITEM 1400

PROJECT SIGN

1400.01 GENERAL

The Contractor shall furnish all materials and appurtenances required for a complete installation of a project sign.

1400.02 DESCRIPTION

Public buildings, facilities, centers, constructed with Texas Community Development Block Grant (TxCDBG) assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TxCDBG funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the Owner.

Project Sign Wording:

"This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

1400.03 PERMANENT SIGN CONSTRUCTION METHOD

The temporary project sign shall consist of an 12" x 18"x 1/16" aluminum plate with the required wording with lettering no smaller than 1/2" printed on laminated paper to withstand weather throughout the duration of construction. Sign shall be attached to a support comprised of a minimum 1" x 1" x 1/8" galvanized angle with 3/8" nuts and bolts. The bottom of the sign shall be at least 48" above natural ground.

1400.04 PAYMENT

Payment for furnishing and installing the project sign shall be paid for directly as per the bid proposal.

LESTER A. SAUCIER, JR., P.E. No. 32372

ENGINEER MANAGEMENT
P.O. BOX 886, BRIDGE CITY, TEXAS 77611
(409)735-7155, FAX (409)735-7156

DATE: Feb. 8, 2021

JEFFERSON COUNTY HEALTH DEPARTMENT
2748 VITERBO ROAD BOX 4
BEAUMONT, TEXAS

ATTENTION: Ronda Conlin

SUBJECT: ON SITE SEWAGE DESIGN
SURFACE TREATED WASTEWATER

TECHNICAL AND SITE INFORMATION
SUBJECT: William Hranicky
ADRESS: 14252 Dubois Rd.
Fannett, Texas
TEL. #: (409)

LOT: 1-acre
OSSF: TABLE III
INSTALLER: _____
OTHER: _____
_____

PROPERTY & SOIL INFORMATION: Residence on 1-acre
BUILDING SIZE Residence SQ. FT. LIVING 2300 NO. BEDROOMS 3 NO. BATHS 2 W.S.D. yes
One Restroom (not public)
WATER DEMAND GPD = 240 GPD
EXCEPTIONS OSSF TABLE III 240 GPD TOTAL
SURFACE DESIGN AREA: TABLE III (OSSF): 240 GPD ÷0.35 in/hr G/ sq. ft./D = 6857 SQ. FT.
SPRAY SYSTEM #1 2289 ft² 27 Ø #2 2289 ft² 27 Ø #3 2289 ft² 27 Ø TOTAL 6867 ft²

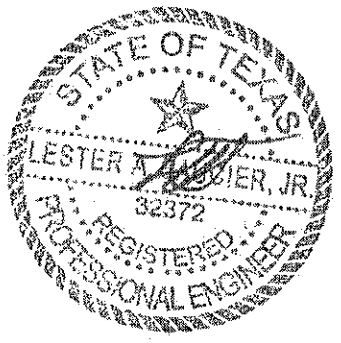
WASTEWATER SYSTEM SPECIFICATIONS: MANUFACTURER _____ MODEL NO. _____
PRE-TREATMENT TANK 500 gal. AERATION TANK 500 gal. PUMP TANK 500 gal.
CHLORINATOR STACK EFFLUENT PUMP 12 ½ GPM/HP *Timer
SPRINKLER 4 GPM (MFG) IRRIGATION PIPE 1 IN./TYPE
OTHER REQUIREMENTS OR COMMENTS:
OWNER HAS A RESIDENCE ON A 1-ACRE WITH A FAILED SYSTEM AND WOULD LIKE TO INSTALL AN AEROBIC WASTEWATER SYSTEM. IT IS MY RECOMMENDATION TO INSTALL AN AEROBIC WASTEWATER SYSTEM AS SHOWN ON THE ATTACHED DRAWING. WATER IS TO BE PROVIDED FROM A PUBLIC SOURCE.A TIMER WILL BE INSTLLED IN ORDER TO REDUCE THE BUFFER ZONE FROM 20' TO 10'.

The purpose of this design is to provide an individual with on-site sewage facilities for the disposal of treated effluent so as not to contaminate potable water supplies or threaten the health and welfare of the public. The data provided herein is to establish minimum standards for the construction of these on-site sewage facilities. The use of brand names, manufacturers, trademarks or other identifying symbols appearing in the drawings is to establish a standard or equal and does not constitute on endorsement. All construction must be done in accordance with the TCEQ and local government laws and regulations.

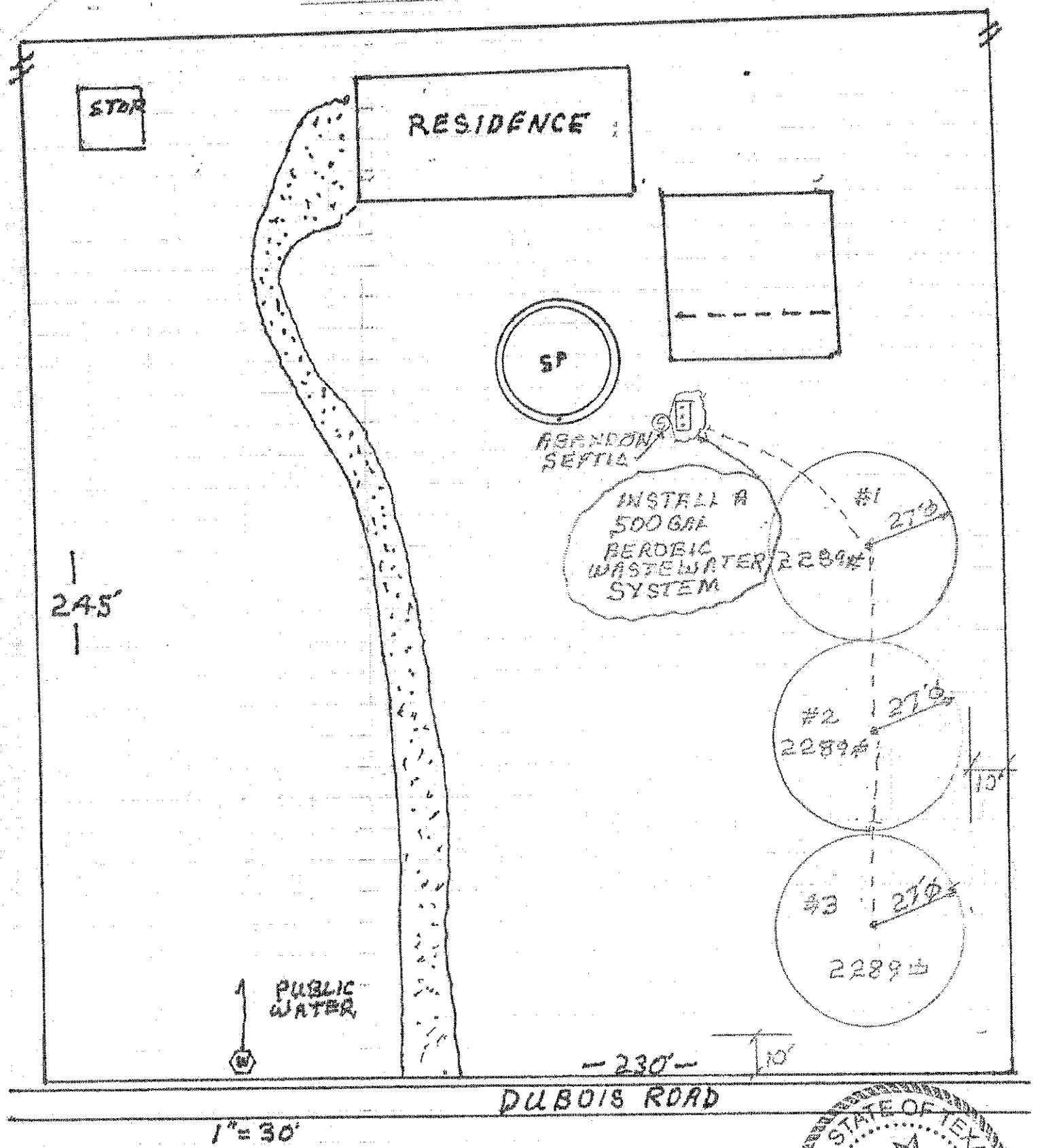
A person may not construct, alter, repair, extend, modify on OSSF system without obtaining a permit and approved plans form TCEQ or it's authorized agent. Only a registered and/or qualified installer may install a system. All equipment utilized must be approved for use in accordance with the Texas Administration Code #285.12 (c)(7). The owner of each system shall have on-going maintenance as provided by an approved company.

Criteria considered in this design was location, application area soil classification, buffer requirements, equipment data and etc. in my professional opinion, the proposed system can be installed and maintained without causing a threat or harm to any existing supply system or to the public health, or causing a threat of pollution or nuisance conditions, provided the system is properly installed, loaded and maintained.

LESTER A. SAUCIER, JR.



ON-SITE SEWAGE DATA SHEET



LESTER A. SAUCIER, JR.
3137 TEXAS AVE.
BRIDGE CITY, TEXAS
TEL. 409-735-7155

NAME WILLIAM HRANICKY

ADDRESS 14252 DUBOIS Rd

LOCATION FANNETT, TEXAS

STATE OF TEXAS
LESTER A. SAUCIER, JR.
32372
REGISTERED
PROFESSIONAL ENGINEER

Texas Commission of Environmental Quality

ON-SITE SEWAGE FACILITY
TECHNICAL INFORMATION FOR PERMIT

PROFESSIONAL DESIGN REQUIRED?: ☒ Yes ☐ No If yes, professional design attached: ☒ Yes ☐ No

Designer Name: Lester A. Seucier, Jr. License Type and No. P.E. 72372

Phone No. (409) 735-7155 Other or Fax No. (409)735-7156

Mailing Address: 3122 Texas Avenue City: Bridge City State: Tx Zip: 77611

I. TYPE AND SIZE OF PIPING FROM: (EXAMPLE: 4" SCH 40 PVC)

Stub out to treatment tank: 4" SCH 26" PVC

Treatment tank to disposal system: 1" SCH 40" PVC

II. DAILY WASTEWATER USAGE RATE: Q= 240 (gallons/day)

Water Saving Devices: ☐ Yes ☒ No

III. TREATMENT UNIT(S): ☐ Septic Tank ☒ Aerobic Unit

A.
- Tank Dimensions: 500
- Size Proposed: 500 (gal)
- Liquid Depth (bottom of tank to outlet):
- Material/Model #: Hoot
- Manufacturer:
- Pretreatment Tank: ☒ Yes SIZE: 500 (gal) ☐ No ☐ NA
- Pump/Lift Tank: ☒ Yes SIZE: 500 (gal) ☐ No ☐ NA

B. OTHER ☐ Yes ☐ No If yes, please attach description.

IV. DISPOSAL SYSTEM:

Disposal Type: Surface Spray System

Manufacturer and Model:

Area Proposed: 6867 square feet

V. ADDITIONAL INFORMATION:

NOTE - THIS INFORMATION MUST BE ATTACHED FOR REVIEW TO BE COMPLETED.

A. Soil/Site evaluation B. Planning materials (If Applicable)

DO NOT BEGIN CONSTRUCTION PRIOR TO OBTAINING AUTHORIZATION TO CONSTRUCT. UNAUTHORIZED CONSTRUCTION CAN RESULT IN CIVIL AND/OR ADMINISTRATIVE PENALTIES.

SIGNATURE OF INSTALLER OR DESIGNER: DATE: 2/8/2021

If you have questions on how to fill out this form or about the on-site sewage facility program, please contact us at your local regional office or at 512/239-6799. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512/239-3282.

This application may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any executed signature on this agreement may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this application shall constitute an original signature for all purposes.

OSSF Soil Evaluation

Date: 2/8/2021

Number: 32372

Applicant Information:

Name: William Hranicky
Address: 14252 Dubois Rd.
City: Bannatt State: Tx
Zip Code: Phone: Fax:

Site Evaluator Information:

Name: LESTER A. SAUCIER, JR. P.E.
Company: LASCO
Address: 3122 TEXAS AVE.
City: BRIDGE CITY
Zip Code: 77611 Phone: 735-7155 Fax: 735-7136 State: TEXAS

Soil Boring Number: 1

Depth (Feet)	Textural Class	Structure (If applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 7"	II	Sandy Loam			
1	III	Clay Loam			
2					
3					
4					
5					

Soil Boring Number 2

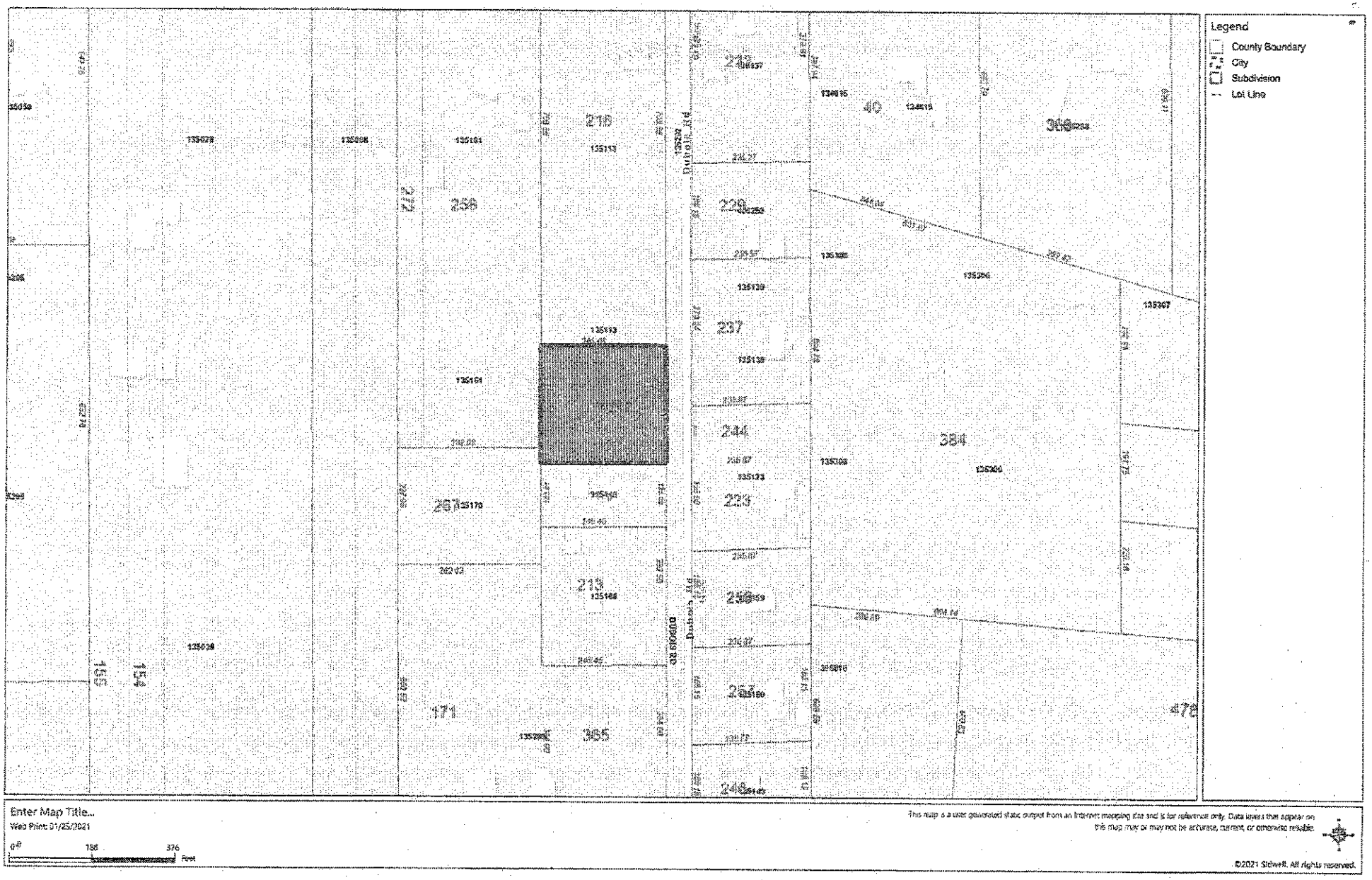
Depth (Feet)	Textural Class	Structure (If applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 7"	II	Sandy Loam			
1	III	Clay Loam			
2					
3					
4					
5					

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Signature of Site Evaluator

2/8/2021
Date

Google
Rue du Faubourg
Rue Dubois Fanelli
Rue du Faubourg


Legend
County Boundary
City
Subdivision
Lot Line
Enter Map Title...
Web Print: 01/25/2021
0
188
376
Feet
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
©2021 Stitwell. All rights reserved.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number: 21-004/JW

IFB Title: Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

IFB Due: **11:00 am CT, Wednesday, March 24, 2021**

Addendum No.: 1

Issued (Date): March 8, 2021

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:

Revisions to Bid Specifications – Bid Proposal (ATTACHED)
Revisions to Construction Plan Sheets 9, 17, & 18 (ATTACHED)

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:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Sam Strand II - owner
Title of Person Signing Above

Jet Aeration of Texas, LLC
Typed Name of Business or Individual

21232 IH-10 Vidor, TX 77662
Address

BID SUMMARY (N/A)

Owner: **Jefferson County, Texas**
1149 Pearl Street, 1st floor
Beaumont, Texas 77701

Engineer: **LJA Engineering, Inc.**
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
409-833-3363

Project: **Jefferson County, Texas**
Phase VI: First-Time Sanitary Sewer Improvements Project
TDA – TxCDBG No. 7218240

Receipt is hereby acknowledged of the following addenda to the Plans and Contract Documents.

Addendum No. 1 Dated_____ Received_____
Addendum No. 2 Dated_____ Received_____
Addendum No. 3 Dated_____ Received_____
Addendum No. 4 Dated_____ Received_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	1 L.S.	**Mobilization** costs including transportation, moving on site, payment bond, performance bond, insurance, submittals, NOT TO EXCEED 3% of project total, all in accordance with the Plans and Specifications, for _____ _____ _____dollars and _____ cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	9 EA	Furnish and install **Sanitary Sewer Grinder Pump Station**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, SCH 40 PVC gravity piping tie-in(s), cleanouts, fiberglass tank & cover, submersible grinder pump, control panel, 30A breaker disconnect, electrical conduit & conductors, and floats, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed and existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____
3	5 EA	Construct **Near Side Sanitary Sewer Service Connection** with 1-1/4" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
4	4 EA	Construct **Far Side Sanitary Sewer Service Connection** with 1-1/4" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____
5	1,200 LF	Construct **2" PVC SDR 21 Sanitary Sewer Force Main** by Open Cut installed in trench, by Boring, or by Directional Drilling, complete in place, all depths, including fittings, valves, polywrap, boring, directional drilling insertion pits, steel casing, necessary clearing, embedment, backfill, thrust blocking, surface restoration, seeding, testing, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LF.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	12 EA	**Abandon Existing On-site Sanitary Sewer Facility**, complete in place, all depths, including but not limited to, disposal of contents in the tank in accordance with all local, state, & federal laws, demolition of existing structures, backfill, surface restoration, seeding, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____Dollars and _____Cents per EA	$_____	$_____
7	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 9529 Gilbert Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
8	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 14252 Dubois Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
9	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 16539 Sandell Drive**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the plans and specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____
10	1 LS	Provide Trench Safety Plan, sealed by a Professional Engineer licensed in Texas, complete in place, all in strict accordance with the plans and specifications for _____ _____Dollars and _____Cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
11	1,200 LF	Trench Safety System in accordance with specification item No. 950 for all excavations in excess of 5 feet deep, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications for_____ _____ _____Dollars and _____Cents per LF	$_____	$_____
12	500 SF	Special shoring as required for Trench Safety in accordance with specification item No. 950, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the Plans and Specifications for_____ _____ _____Dollars and _____Cents per SF	$_____	$_____

TOTAL BID PRICE

TOTAL BASE BID ITEMS: $_____.

Amounts are to be shown in both words and figures. In case of discrepancy the amounts shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder or the Bidder whose evaluation by OWNER or whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed, and final

payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable.

Bidder agrees that the work will be completed and ready for final payment within **100 working days**. Bidder accepts the provision of the agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the agreement.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions for the Bidding Documents.

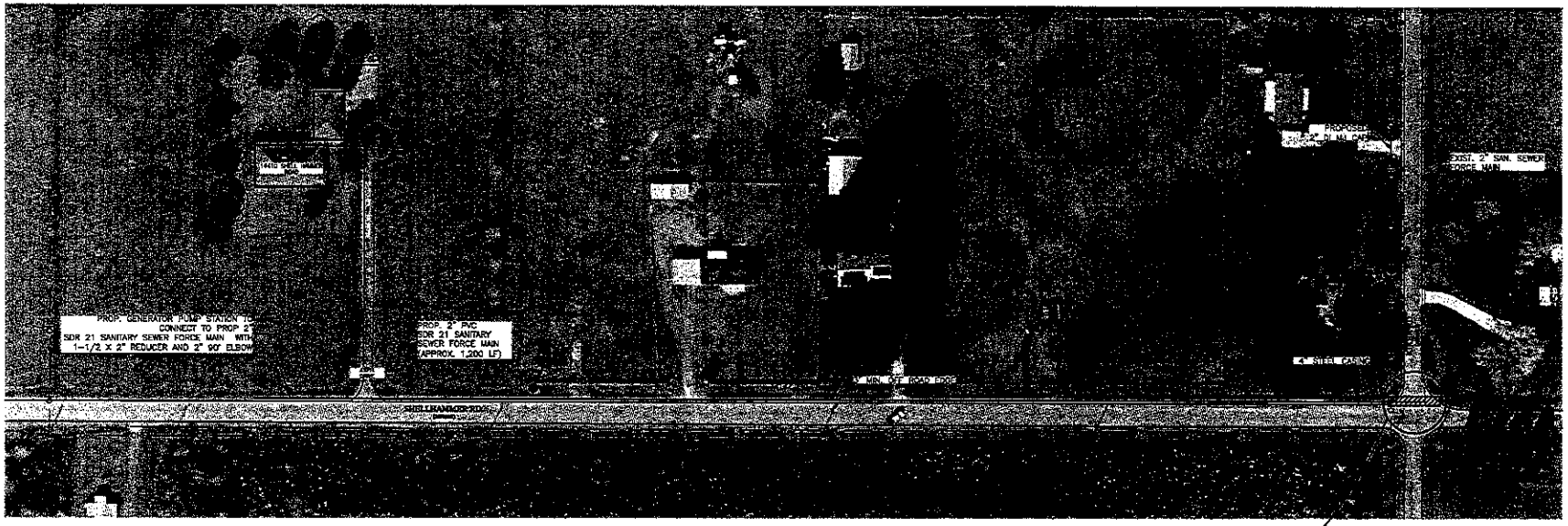
In submitting this bid, Bidder represents that Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled bid opening for bids.

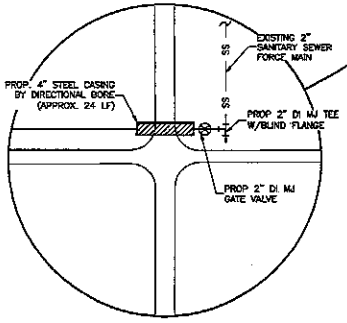
Bidder:_____
Address:_____
_____
_____
Telephone:_____

Signed:_____
By:_____
Title:_____
Date:_____
Attest:_____

Bidder: Complete & Return this Form with Offer.



SCALE: 1" = 60'



LEGEND

PP	POWER POLE	MH	MANHOLE
LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TS	TRAFFIC SIGN	SS	SANITARY SEWER LINE
L.S.	LANDSCAPING	W	WATER LINE
TVBI	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
EBX	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

O:\PROJECTS LJA 8000 - 8999\8957-JEFFERSON COUNTY\1003 - GLO CDBG PHASE VI - GRINDER PUMP STATION\CAD\8957-1003-09-15 PLAN SHEETS ADDENDUM 1.DWG

Date : 3/4/2021
File Name : 8957/1003
File Drawer No. : 8957/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TONY J. DAVIS, P.E. 81919.
ON 2/10, 20 21.

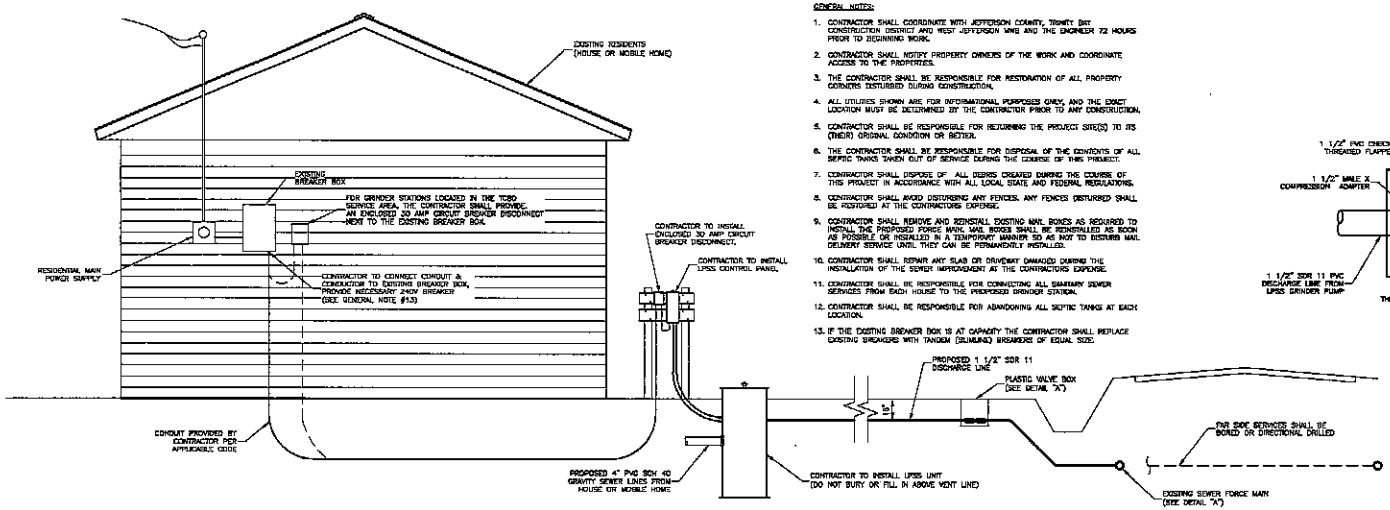
No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

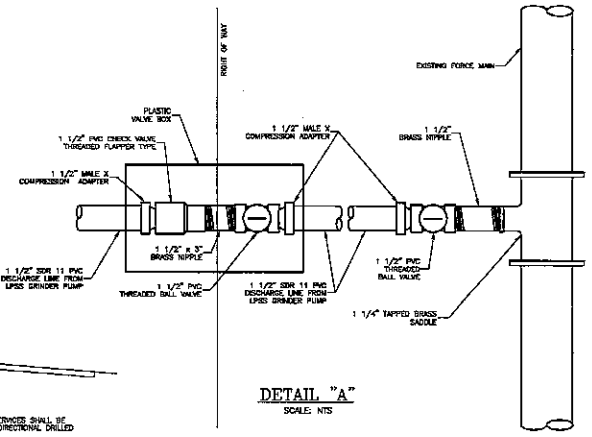
Action	Name	Date
Design	XXX	01/21
Drawn	XX	01/21
Checked	MM	01/21
Approved	XXX	01/21
Scale	AS SHOWN	
Sheet	9 of 19	



TYPICAL RESIDENTIAL INSTALLATION
TANK, PUMP, AND APPURTENANCES
SCALE: NTS

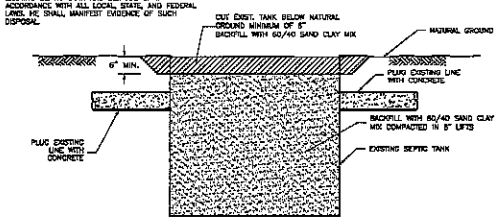
GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH JEFFERSON COUNTY, TRINITY BAY CONSTRUCTION DISTRICT AND WEST JEFFERSON WSS AND THE ENGINEER 72 HOURS PRIOR TO BEGINNING WORK.
2. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS OF THE WORK AND COORDINATE ACCESS TO THE PROPERTIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ALL PROPERTY CORNERS DISTURBED DURING CONSTRUCTION.
4. ALL UTILITIES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY, AND THE EXACT LOCATION MUST BE DETERMINED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING THE PROJECT SITE(S) TO ITS (THEIR) ORIGINAL CONDITION OR BETTER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF THE CONTENTS OF ALL SEPTIC TANKS TAKEN OUT OF SERVICE DURING THE COURSE OF THIS PROJECT.
7. CONTRACTOR SHALL DISPOSE OF ALL DEBRIS CREATED DURING THE COURSE OF THIS PROJECT IN ACCORDANCE WITH ALL LOCAL STATE AND FEDERAL REGULATIONS.
8. CONTRACTOR SHALL AVOID DISTURBING ANY FENCES. ANY FENCES DISTURBED SHALL BE RESTORED AT THE CONTRACTORS EXPENSE.
9. CONTRACTOR SHALL REMOVE AND REINSTALL EXISTING MAIL BOXES AS REQUIRED TO INSTALL THE PROPOSED FORCE MAIN. MAIL BOXES SHALL BE REINSTALLED AS SOON AS POSSIBLE OR INSTALLED IN A TEMPORARY MANNER SO AS NOT TO DISTURB MAIL DELIVERY SERVICE UNTIL THEY CAN BE PERMANENTLY INSTALLED.
10. CONTRACTOR SHALL REPAIR ANY SLAB OR DRIVEWAY DAMAGED DURING THE INSTALLATION OF THE SEWER IMPROVEMENT AT THE CONTRACTORS EXPENSE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL SANITARY SEWER SERVICES FROM EACH HOUSE TO THE PROPOSED GRINDER STATION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR ABANDONING ALL SEPTIC TANKS AT EACH LOCATION.
13. IF THE EXISTING BREAKER BOX IS AT CAPACITY THE CONTRACTOR SHALL REPLACE EXISTING BREAKERS WITH TANDEM (SLIMLINE) BREAKERS OF EQUAL SIZE.

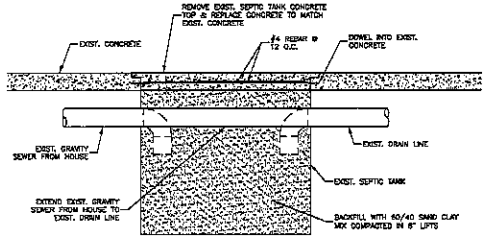


DETAIL "A"
SCALE: NTS

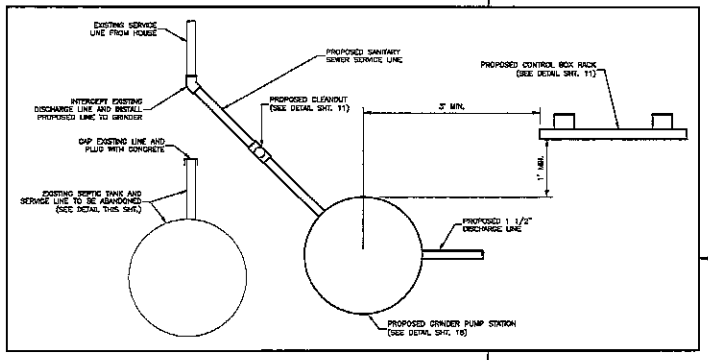
NOTES:
CONTRACTOR SHALL PUMP OUT CONTENTS OF EXISTING SEPTIC TANK AND DISPOSE OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS. HE SHALL MANIFEST EVIDENCE OF SUCH DISPOSAL.

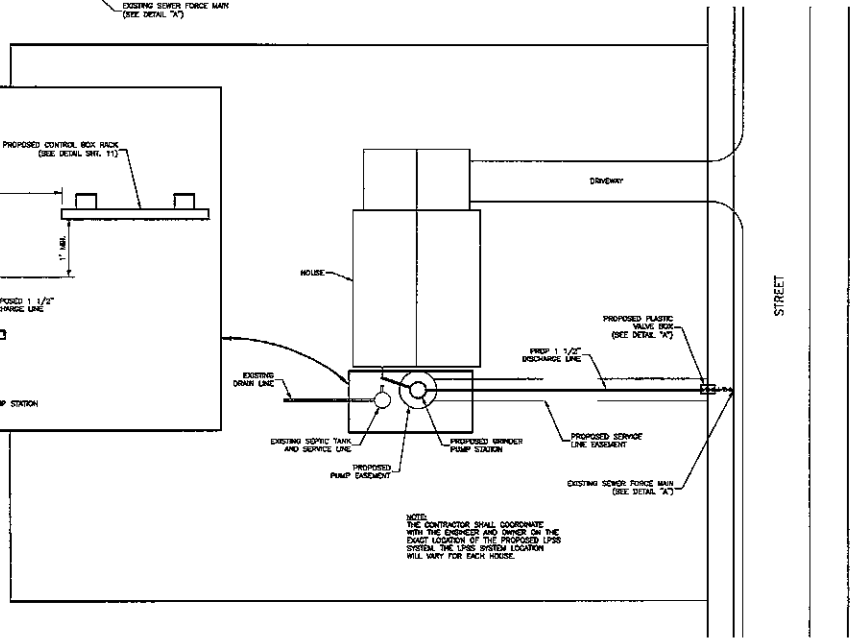


TYPICAL ABANDONMENT OF
EXISTING SEPTIC TANK
SCALE: NTS



TYPICAL ABANDONMENT OF
EXISTING SEPTIC TANK UNDER CONCRETE
SCALE: NTS





NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE.

TYPICAL GRINDER PUMP STATION SITE PLAN
SCALE: NTS

G:\PROJECTS LJA 8006 - 8000\8857-JEFFERSON COUNTY\1003 - SLO CDBG PHASE VI - GRINDER PUMP STATION\CAD\8857-1003-16-17 SAN SEWER DETAILS ADDENDUM 1.DWG

Plot Date : 3/4/2021
File Name : 8857/1003
File Drawer No. : 8857/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919. ON 3/19, 20 21.

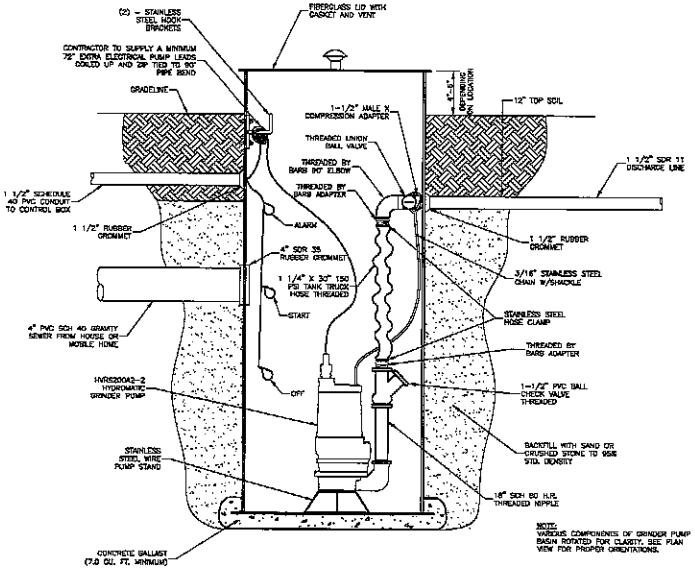
No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

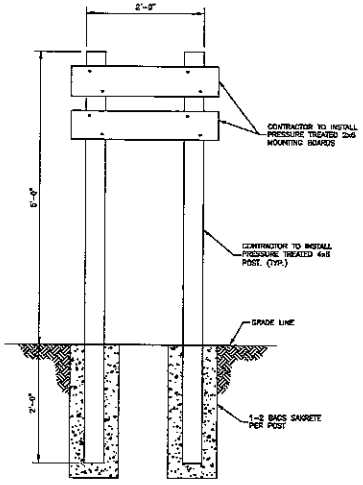
SANITARY SEWER DETAILS

Action	Name	Date
Design	TJD	01/21
Drawn	JH	01/21
Checked	JAD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	17 of 19	



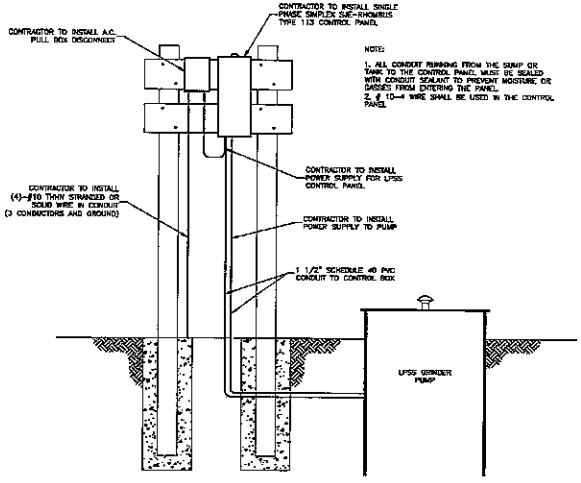
24"x60" FIBERGLASS BASIN

SCALE: 1 1/2" = 1'-0"



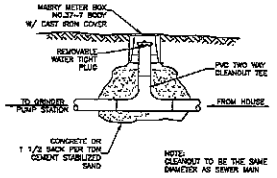
CONTROL BOX RACK DETAIL

SCALE: 1" = 1'-0"



CONTROL BOX MOUNT DETAIL

SCALE: 1" = 1'-0"



TYPICAL SANITARY SEWER LINE CLEANOUT

SCALE: NTS

G:\PROJECTS LJA 8000 - 8500\8857-JEFFERSON COUNTY\1003 - SLO CDBG PHASE VI - GRINDER PUMP STATION\CAD\8857-1003-16-17 SAN SEWER DETAILS ADDENDUM 1.DWG

Plot Date :	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919. ON 2/19, 2021.
3/4/2021	
File Name :	
8857/1003	
File Drawer No. :	
8857/1003/CAD	

No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7216240

SANITARY SEWER DETAILS

Action	Name	Date
Design	TJD	01/21
Drawn	RH	01/21
Checked	JAD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	16 OF 19	

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: 21-004/JW

IFB Title: Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

IFB Due: **11:00 am CT, Wednesday, March 24, 2021**

Addendum No.: 2

Issued (Date): March 11, 2021

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:

- **Revisions to Bid Form (ATTACHED)**
- **Revisions to Construction Plan Sheet # 9 (ATTACHED)**
- **Deadline for Project Question Submission: 5:00 pm, CT, Tuesday, March 16, 2021**

Please submit questions to Jamey West via email at jwest@co.jefferson.tx.us

---

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:

Witness

Lisa Cecil
Witness

Approved by ____ Date: 3/24/21

Authorized Signature (Bidder)

Owner
Title of Person Signing Above

Jet Aeration of Texas, LLC
Typed Name of Business or Individual

21232 IH 10 Vidor, Tx 77662
Address

BID SUMMARY

* see page 103 for completed Bid Proposal - GW

Owner: **Jefferson County, Texas**
1149 Pearl Street, 1st floor
Beaumont, Texas 77701

Engineer: **LJA Engineering, Inc.**
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
409-833-3363

Project: **Jefferson County, Texas**
Phase VI: First-Time Sanitary Sewer Improvements Project
TDA – TxCDBG No. 7218240

Receipt is hereby acknowledged of the following addenda to the Plans and Contract Documents.

Addendum No. 1 Dated_____ Received_____
Addendum No. 2 Dated_____ Received_____
Addendum No. 3 Dated_____ Received_____
Addendum No. 4 Dated_____ Received_____

BASE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	1 L.S.	**Mobilization** costs including transportation, moving on site, payment bond, performance bond, insurance, submittals, NOT TO EXCEED 3% of project total, all in accordance with the Plans and Specifications, for _____ _____ _____dollars and _____ cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	9 EA	Furnish and install **Sanitary Sewer Grinder Pump Station**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, SCH 40 PVC gravity piping tie-in(s), cleanouts, fiberglass tank & cover, submersible grinder pump, control panel, 30A breaker disconnect, electrical conduit & conductors, and floats, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed and existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____
3	5 EA	Construct **Near Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
4	4 EA	Construct **Far Side Sanitary Sewer Service Connection** with 1-1/2" HDPE SDR 11 pipe, to the limits shown in the plans, complete in place, all depths, including but not limited to, tapping saddle, valves, fittings, plastic valve box, tracer wire, boring, backfill, seeding, surface restoration, testing, utility coordination, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per EA.	$_____	$_____
5	12 EA	**Abandon Existing On-site Sanitary Sewer Facility**, complete in place, all depths, including but not limited to, disposal of contents in the tank in accordance with all local, state, & federal laws, demolition of existing structures, backfill, surface restoration, seeding, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____Dollars and _____Cents per EA	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 9529 Gilbert Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
7	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 14252 Dubois Road**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
8	1 LS	Furnish and install an **On-site Sanitary Sewer Facility at 16539 Sandell Drive**, to the limits shown in the plans, complete in place, including but not limited to, meeting/coordination with homeowner, 2-year operation & maintenance contract, filing of permit through Jefferson County and TCEQ, SCH 40 PVC gravity piping tie-in(s), cleanouts, piping, and electrical equipment, conduit, & conductors, to the limits shown in the plans, complete in place, including but not limited to, the connections to proposed & existing equipment, fittings, hardware, excavation, backfill, surface restoration, seeding, utility coordination, testing and all necessary appurtenances, all in strict accordance with the plans and specifications for _____ _____ _____dollars and _____cents per LS.	$_____	$_____
9	1 LS	Provide Trench Safety Plan, sealed by a Professional Engineer licensed in Texas, complete in place, all in strict accordance with the plans and specifications for _____ _____Dollars and _____Cents per LS.	$_____	$_____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
10	1,200 LF	Trench Safety System in accordance with specification item No. 950 for all excavations in excess of 5 feet deep, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the plans and specifications for_____ _____ _____Dollars and _____Cents per LF	$_____	$_____
11	500 SF	Special shoring as required for Trench Safety in accordance with specification item No. 950, complete in place, including design, supervision, maintenance, and all necessary appurtenances, all in strict accordance with the Plans and Specifications for_____ _____ _____Dollars and _____Cents per SF	$_____	$_____

TOTAL BASE BID:

_____

_____

_____

_____($_____.)

ALTERNATE BID ITEMS

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
A1	1,200 L.F.	Construct **2" PVC SDR 21 Sanitary Sewer Force Main** by Open Cut installed in trench, by Boring, or by Directional Drilling, complete in place, all depths, including fittings, valves, polywrap, boring, directional drilling insertion pits, steel casing, necessary clearing, embedment, backfill, thrust blocking, surface restoration, seeding, testing, and all appurtenances, all in strict accordance with the Plans and Specifications for _____ _____ _____dollars and _____cents per LF.	$_____	$_____

TOTAL ALTERNATE BID:

_____

_____

_____

_____($_____.)

TOTAL BID PRICE

TOTAL BASE BID ITEMS: $ _____.

TOTAL ALTERNATE BID ITEMS: $ _____.

TOTAL AMOUNT BID: $ _____.
(Base Bid plus Alternate Bid Items)

Amounts are to be shown in both words and figures. In case of discrepancy the amounts shown in words will govern. The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

If the contract is to be awarded, it will be awarded to the Best Bid, the lowest Bidder or the Bidder whose evaluation by OWNER or whose Bid indicates to the OWNER that the award will be in the best interest of the Project.

Bidder understands that the Owner reserves the rights to reject any and all bids and to waive any informalities in the bidding. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents and Specifications, if applicable.

Bidder agrees that the work will be completed and ready for final payment within **100 working days**. Bidder accepts the provision of the agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the agreement.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions for the Bidding Documents.

In submitting this bid, Bidder represents that Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled bid opening for bids.

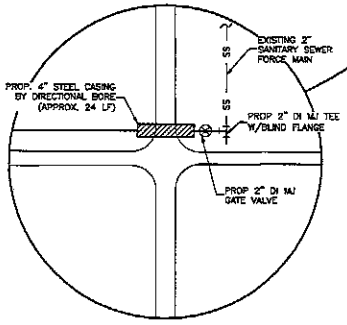
Bidder:_____
Address:_____
_____
_____
Telephone:_____

Signed:_____
By:_____
Title:_____
Date:_____
Attest:_____

Bidder: Complete & Return this Form with Offer.



SCALE: 1" = 60'



ALTERNATE NO. 1

LEGEND

PP	POWER POLE		MANHOLE
LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TS	TRAFFIC SIGN	SS	SANITARY SEWER LINE
L.S.	LANDSCAPING	W	WATER LINE
TVBX	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

O:\PROJECTS LJA 8000 - 8900\8857-JEFFERSON COUNTY\1003 - GLO CDBG PHASE VI - GRINDER PUMP STATION\CAD\8857-1003-09-15 PLAN SHEETS ADDENDUM 2.DWG

Date :	3/11/2021
File Name :	8857/1003
File Drawer No. :	8857/1003/CAD

STATE OF TEXAS — TOBY J. DAVIS — 81919 — REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919.
ON 2/19, 20 21.

No.	Revisions	By	Checked	Date
1	ADDENDUM NO. 1	JAD	JAD	3/3/21
2	ADDENDUM NO. 2	JAD	JAD	3/11/21

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET
(ALTERNATE BID NO. 1)

Action	Name	Date
Design	TJD	01/21
Drawn	KH	01/21
Checked	MM	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	9 of 19	

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO IFB

IFB Number: 21-004/JW

IFB Title: Phase VI: First Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) (TxCDBG No. 7218240)

IFB Due: **11:00 am CT, Wednesday, March 24, 2021**

Addendum No.: 3

Issued (Date): March 22, 2021

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:

- **Revisions to Bid Specifications: Additional Construction Documents (ATTACHED)**
- **Change of Bid Opening Location:**

The Bid Opening Location has been changed from the Jefferson County Engineering Conference Room ***to*** the **Commissioners' Courtroom located on the 4th Floor of the Jefferson County Historic Courthouse (1149 Pearl Street, Beaumont, Texas 77701)**

NOTE: Bids are to be **submitted to the Purchasing Department**, located on the 1st floor of the Jefferson County Historical Courthouse.

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:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Bidder)

Owner
Title of Person Signing Above

St Aviation of Texas, LLC
Typed Name of Business or Individual

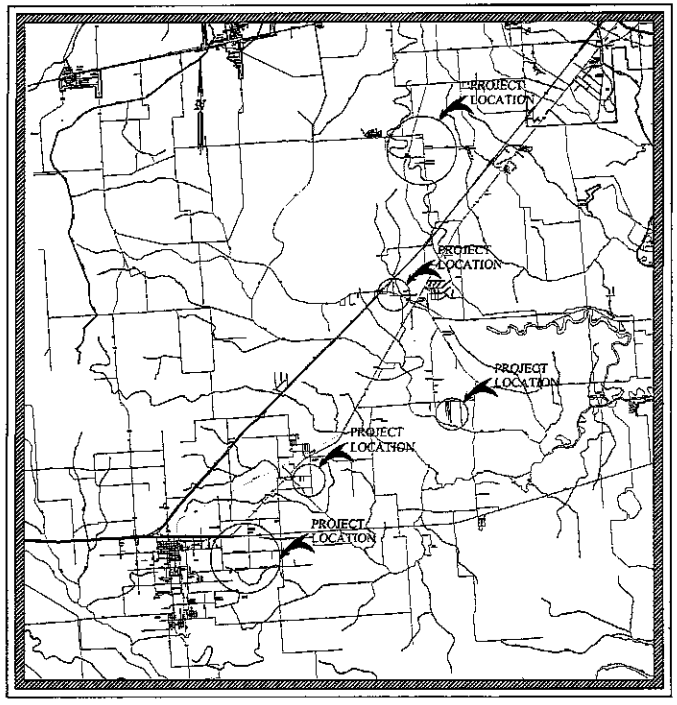
21232 IH-10 Vidor, TX 77662
Address

JEFFERSON COUNTY, TEXAS

PHASE VI: FIRST-TIME SANITARY SEWER IMPROVEMENT PROJECT
TDA – TXCDBG PROJECT NO. 7218240

INDEX TO DRAWINGS

TITLE	*SHEET NO.*
TITLE SHEET	*1*
CONSTRUCTION NOTES	*2*
OVERALL PROJECT LOCATION MAPS	*3*
HOUSE INDEX MAPS	*4–8*
SANITARY SEWER PLAN SHEETS	*9–16*
SANITARY SEWER DETAILS	*17–18*
TRENCH DETAILS	*19*



PROJECT LOCATION
NTS

APPROVED
LJA ENGINEERING, INC.

BY: _____ 2/10/21
TOBY J. DAVIS P.E. NO. 81919 *DATE*

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919.
ON 2/10, 2021

PREPARED BY:
LJA ENGINEERING, INC.
CONSULTING ENGINEERS
2615 CALDER AVENUE BEAUMONT, TEXAS 77702
Texas Registered Engineering Firm FRN-F-1386

FEBRUARY 2021

GENERAL CONSTRUCTION NOTES

1. In all construction, the Contractor shall be responsible for providing all fittings and appurtenances necessary for a complete installation even if not specifically mentioned.
2. The Contractor shall verify all dimensions and existing conditions of the job site. Any variation from dimensions or details as shown on the structural drawings shall be reported to the Engineer.
3. The Contractor shall confine his operations to the indicated easements and rights of ways. He shall keep all work sites in a neat, orderly, and safe manner during the course of the construction. All excess soils and materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws at the Contractor's expense. All litter and temporary trash disposal facilities shall be removed, all materials designated to be salvaged to the Owner shall be deposited in an Owner approved site, and all surface restoration, including seeding shall be completed prior to the Contract being considered complete.
4. All work areas, surfaces, and ditches disturbed by the Contractor shall be cleaned and restored to their original condition or better in the time frame established in the specifications.
5. The location of all utilities (water, sewer, telephone, cable, electrical, gas, etc.) is the responsibility of the Contractor. The utilities shown on the plans are for informational purposes only and are not intended to show the exact location of the utilities. The Contractor shall give each utility Owner the required notice prior to beginning construction near each utility. The Contractor shall be responsible for resolving any disputes with the utility Owners regarding damage to the utilities. The owner shall not be responsible for damage to existing utilities.
6. The contractor shall be responsible for the control of ground water. The contractor shall submit to the engineer his plan for keeping the ground water out of trenches and excavations. At no time shall ground water be allowed in the excavation while pouring concrete.
7. The Contractor shall be responsible for the restoration of all property markers disturbed during construction.
8. The Contractor shall take necessary precautions to prevent large amounts of soil, rock, and other excavation materials from being washed into the ditches and drainage ways. The streets shall be kept free of dirt and mud that results from the Contractor's work. The Engineer and Owner shall have the right to require that the Contractor immediately remedy any situation which they consider detrimental to public health, safety, the environment, and any other problematic disturbances that are caused by the Contractor's work.
9. In the TxDOT R.O.W.'s and where indicated on the plans, disturbed soil areas shall be broadcast seeded after surface restoration, in accordance with the specifications.
10. Megalug restraining flanges shall be used at all mechanical joint ductile iron fittings. Transition gaskets shall be used where necessary to connect to existing piping. Payment shall be subsidiary to appropriate bid items.
11. The Contractor shall not remove any trees from the project site without prior approval from the Engineer.
12. The slopes of any ditches or any surfaces that are disturbed shall be returned to their original condition or better. Any ditches that the main crosses and that are open cut shall have their slopes backfilled immediately to its original condition.
13. The Contractor shall coordinate with the District a minimum of 48 hours prior to making connections to any existing water lines or sewer lines.
14. Trench protection in accordance with the specifications shall be used where excavations are deeper than five (5) feet deep or if the trench is less than (5) feet deep and in a dangerous condition. The contractor shall be responsible for all shoring or open pits as required by OSHA and the specifications.
15. The contractor shall keep all work sites in a neat, orderly and safe manner during the course of the construction. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be the responsibility of the contractor and shall be in accordance with all local, state, and federal laws. All work areas and surfaces disturbed by the contractor shall be restored to their original condition or better.
16. The Contractor shall dispose of all materials and rubbish removed from the project site at an off site disposal area in accordance with all local, state, and federal laws. On site burning will not be allowed.
17. The Contractor shall be responsible for removing any trees, stumps, and brush in the areas of construction and where indicated on the plans as necessary to construct the improvements in this project in accordance with all local, state, and federal laws and the scope of work. On site burning will not be allowed. The Contractor shall dispose of all refuse at an off site facility at his own expense. Payment for clearing and disposal will be incidental to the line work.
18. The Contractor shall be responsible for keeping all state and county roads free of dirt, debris, or any other nuisance conditions caused by his activities. The Contractor shall be responsible for the repair of any damage to county or city roads resulting from his operations.
19. All disturbed areas of the project site shall be broadcast seeded in accordance with the specifications. Any damage to existing facilities or ground surfaces by the Contractor will be replaced to its original condition by the Contractor at no additional cost to the Owner.
20. All water lines to be abandoned shall have the end of the pipes capped or plugged according to the details. Thrust blocking shall be constructed at the ends of all capped or plugged water lines that will still be receiving water pressure from the existing mains. Payment for abandonment of water lines will be incidental to other appropriate bid items.
21. Any elevation changes necessary on the proposed water or sewer lines that require 45° fittings that are not shown on the plans shall be installed at no additional cost to the owner.
22. The Contractor shall notify all land owners who will have their service lines reconnected to the new water mains or sewer mains a minimum of 48 hours prior to making connections.
23. Any work that is called for in the plans that is not included in a specific bid item shall be considered incidental to the appropriate bid items, with no additional cost to the owner.
24. The Contractor shall verify existing lateral water line sizes that are shown to be connected to new main on the plans prior to installing branch tees or taps. The contractor shall notify the Engineer of any different water line sizes found prior to installing the lateral tees or taps.
25. If unstable or wet soil conditions are encountered in the trench bottom, the Contractor shall cease work and stabilize the unstable area according to the method called for in the specifications. The Contractor must obtain the approval of the Engineer prior to placement of such material. There will be no additional payment for trench bottom stabilizing or dewatering, regardless of the method used.
26. All underground fittings shall be ductile iron according to the specification. The Contractor shall construct thrust blocks at all bends and tees as approved by the Engineer. See thrust block details.
27. All proposed water mains & sewer mains shall have a minimum of 36" of cover including ditch crossings and bores.
28. The Contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
29. All drainage structures shall be cleaned and outfall channels unobstructed on a daily basis.
30. All existing signs and sign posts within the limits of construction are to be removed during construction and replaced upon completion to prevent damage. Any signs or posts damaged by the Contractor shall be replaced at his entire expense. There will be no direct expense for this work, but it shall be considered subsidiary to the various bid items of the contract.
31. Erosion control will be subsidiary to other items.
32. Valve markers shall be placed at all valves that are outside of pavement. Payment shall be incidental to appropriate bid items.
33. If an open pit is to be left unbackfilled overnight, all open pipes in the pit shall be plugged. Open pits shall be barricaded and roped off and warning signs shall be placed directing pedestrian traffic around the pit. If an open pit is left overnight in the roadway, lighted signs shall be used in accordance with the "Manual on Uniform Traffic Control Devices" as adopted by TxDOT. No driveway or intersection shall be left blocked overnight by the Contractor's operations. The Contractor shall be responsible for all maintenance of the travelway and appurtenances within the barricades for the duration of the project.
34. The Contractor shall follow the alignments as shown on the plans. Deviations shall only be allowed in order to avoid existing facilities and then only with the approval of the Engineer. All deviations from the plan sheets shall be shown on the "As Built" plans.
35. Driveway widths shown on the plans are approximate.
36. The Contractor shall install a durable metal tracer wire for the location of all sanitary sewer service lines installed in this project. The tracer wire shall conform to the following:
    - A. The tracer wire shall be minimum 12 gauge solid coated wire (THHN rubber coating).
    - B. Contractor shall install tracer wire on top of sanitary sewer service lines, secure to main every 5' with tape.
    - C. Loops of tracer wire shall be brought up to the side of each grinder pump station to provide access for connecting the locator in a manner consistent with the recommendations of the manufacturer.
    - D. Payment for furnishing and installing tracer wire and connections shall be incidental to the construction of the sanitary sewer service lines.
    - E. Connections made on tracer wire shall be soldered and taped.
38. The Owner shall supply water for the testing and sterilization of the water line and sewer line. If the line fails and a retest or additional sterilization is necessary the Contractor will pay the Owner for water to refill the line the second time.
39. The water lines & sewer lines will cross or closely parallel existing culvert pipe in various locations. In the event that any culverts are removed or damaged, the contractor shall relay or replace the culvert pipe to their existing condition or better. Replacement culvert shall be the same size and type as the existing pipe, laid to the same alignment and grade. Existing culvert pipe to be reinstalled shall be free of any damage and shall be cleaned out prior to replacement. All such work shall be incidental to the line work pay item. No additional payment will be made for boring under culverts or drainage structures not indicated on the plans.
40. All signage and safety markings for construction purposes shall be in accordance with TxDots "Manual on Uniform Traffic Control Devices".
41. All driveways and parking areas with material (rock, concrete, and asphalt) shall be bored. All roads shall be bored. Grass driveways may be open cut. Payment for all boring shall be incidental to appropriate bid items.
42. No bores over 60' in length shall be made without prior engineer approval.
43. Payment for individual fittings and valves shall only be made where specifically called for on the plans and provided for individually in the bid proposal. Fittings along the lines will be considered incidental to the line work. Fittings associated with the connection to a water line or sewer line will be included in the connection bid item, if specifically provided for in the bid proposal. Valves called for at a connection to existing water lines & sewer lines will also be considered part of the connection bid item for Hot Taps and all connections to existing 2" water lines. All 3" and 6" valves called for not associated with a Hot Tap shall be paid for individually."
44. If the excavated disturbance will exceed 1 acre for the overall project, a Storm Water Pollution Prevention Plan shall be required. If a SWPPP is necessary the cost shall be incidental to the appropriate bid items.
45. All concrete shall be 3000 psi concrete.
46. The Contractor shall seal the end of the new water lines & sewer lines at the end of each day during installation to prevent anything from entering pipes.
47. Prior to ordering any materials or beginning any construction, the Contractor shall field verify horizontal and vertical location of all existing utilities which will or could impact the Contractor's work whether or not shown on the plans. If there is any discrepancy between the plans and the actual field conditions, then the Contractor shall notify the Owner and/or Engineer before proceeding with any work and before ordering any materials effected by the discrepancy.
48. The Contractor shall video all roadways and right of ways in which work will be performed prior to work beginning. Videos shall include date notation and audio identification of the roadways and locations. This pre-construction video taping of impacted roadways shall be considered subsidiary work.
49. The Contractor shall notify all land Owners who will have their service lines reconnected to the new water mains, by providing door hangers a minimum of 48 hours prior to making connections. Door hangers shall be approved by the engineer prior to the contractor proceeding.
50. The Contractor shall pump out contents of existing septic tank and dispose of in accordance with all local, state, and federal laws. He shall manifest evidence of such disposal.

TRAFFIC CONTROL

1. The Contractor shall maintain at least one line of traffic open at all times when working within or crossing a public road right-of-way, unless otherwise noted. All work shall be limited to County right-of-way and easements. The Contractor shall notify the City and the Engineer of all street or lane closures and construction schedules. All signage and safety markings for construction purposes shall be in accordance with TxDots "Manual on Uniform Traffic Control Devices.
2. The Contractor shall be responsible for traffic control and detours around intersections and roads that will be shut down to thru traffic in any direction. Detour signs shall give directions and have flashing lights.
3. If the Contractor's operations shall block driveways, the Contractor shall notify those residences and make provisions for residents' access to and from their homes. Driveways shall not be left blocked over night.
4. The Contractor shall submit a detour and traffic control plan if requested by the Engineer for any road closure necessary.

Plot Date : 1/22/21
File Name : 8857-1003
File Drawer No. : 8857-1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. VAND, P.E. 81919.
ON 1/22, 2021
81919 REGISTERED PROFESSIONAL ENGINEER

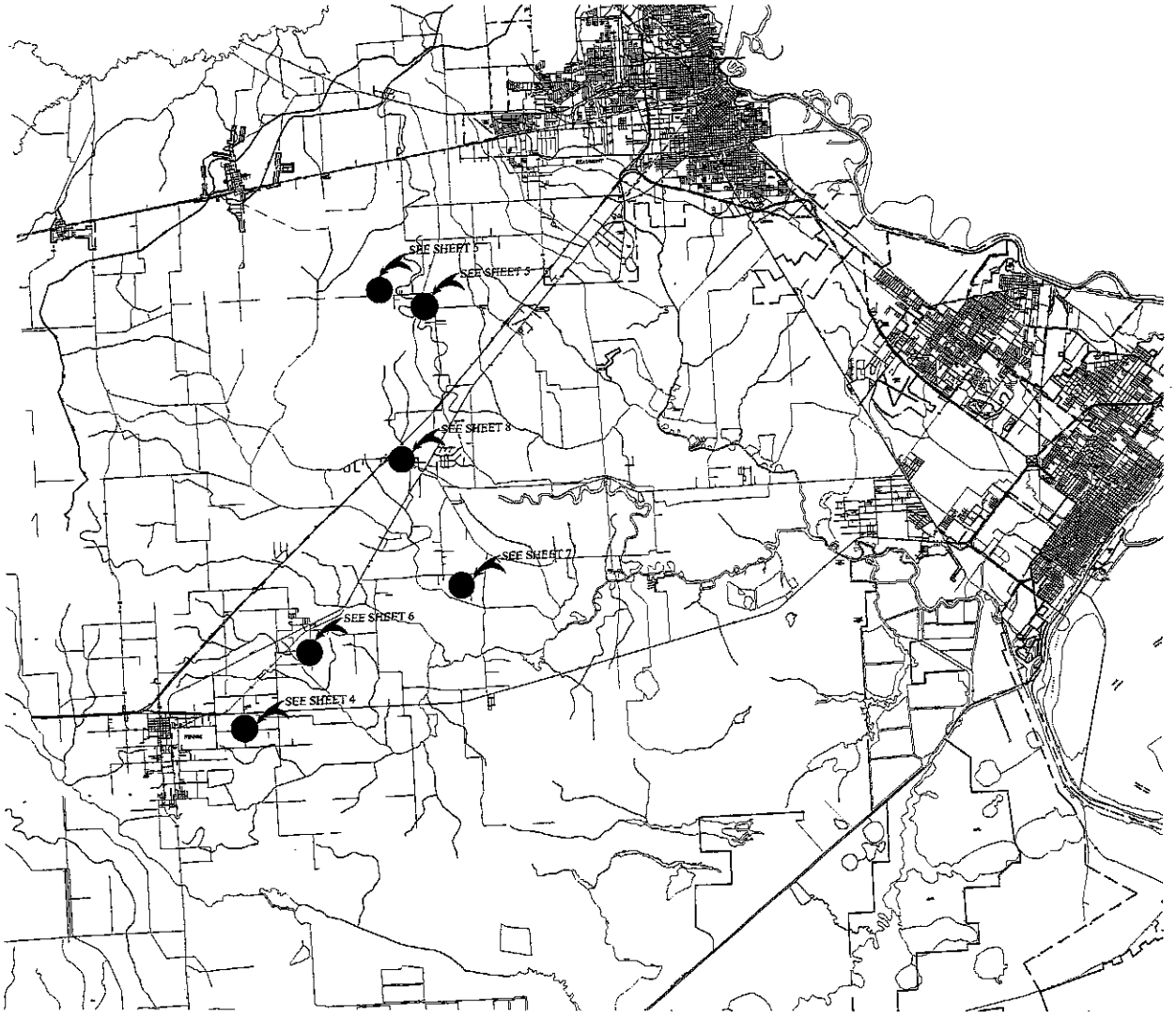
No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

CONSTRUCTION NOTES

Action	Name	Date
Design	TJD	1/21
Drawn	RH	1/21
Checked	JAD	1/21
Approved	TJD	1/21
Scale	AS SHOWN	
Sheet	02 of 19	



SCALE: NTS

O:\PROJECTS LJA 8000 - 8XXX\8857-JEFFERSON COUNTY\1003 - GLO CDBG PHASE VI - GRINDER PUMP STATION\DGN\8857-1003-03 OVERALL PROJECT LOCATION MAP.DWG

Date : 2/11/2021
File Name : 8857/1003
File Drawer No. : 8857/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919.
ON 2/10, 2021

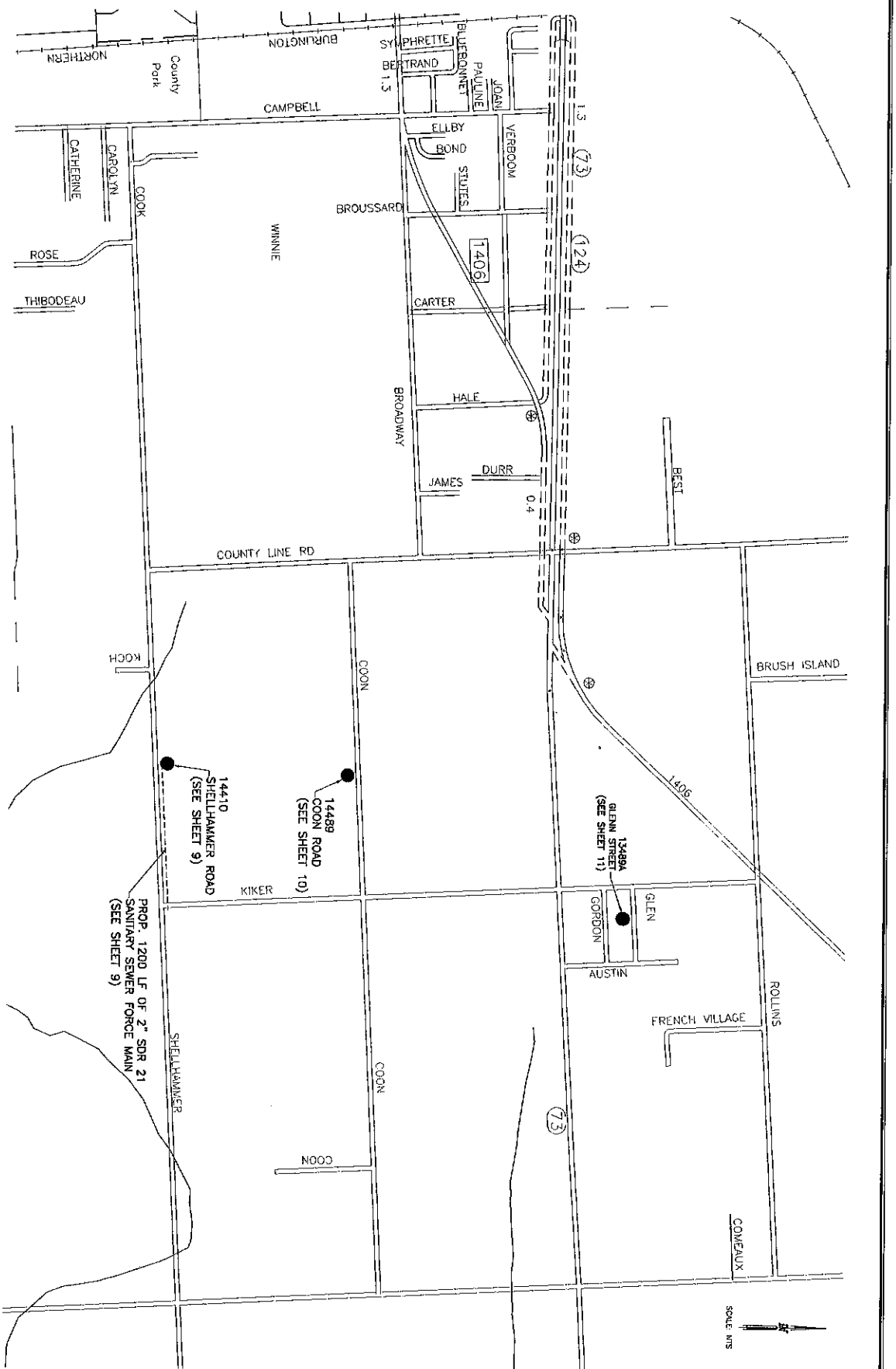
No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3383
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

OVERALL PROJECT LOCATION MAP

Action	Name	Date
Design	TJD	01/21
Drawn	RH	01/21
Checked	JAD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	3 of 10	



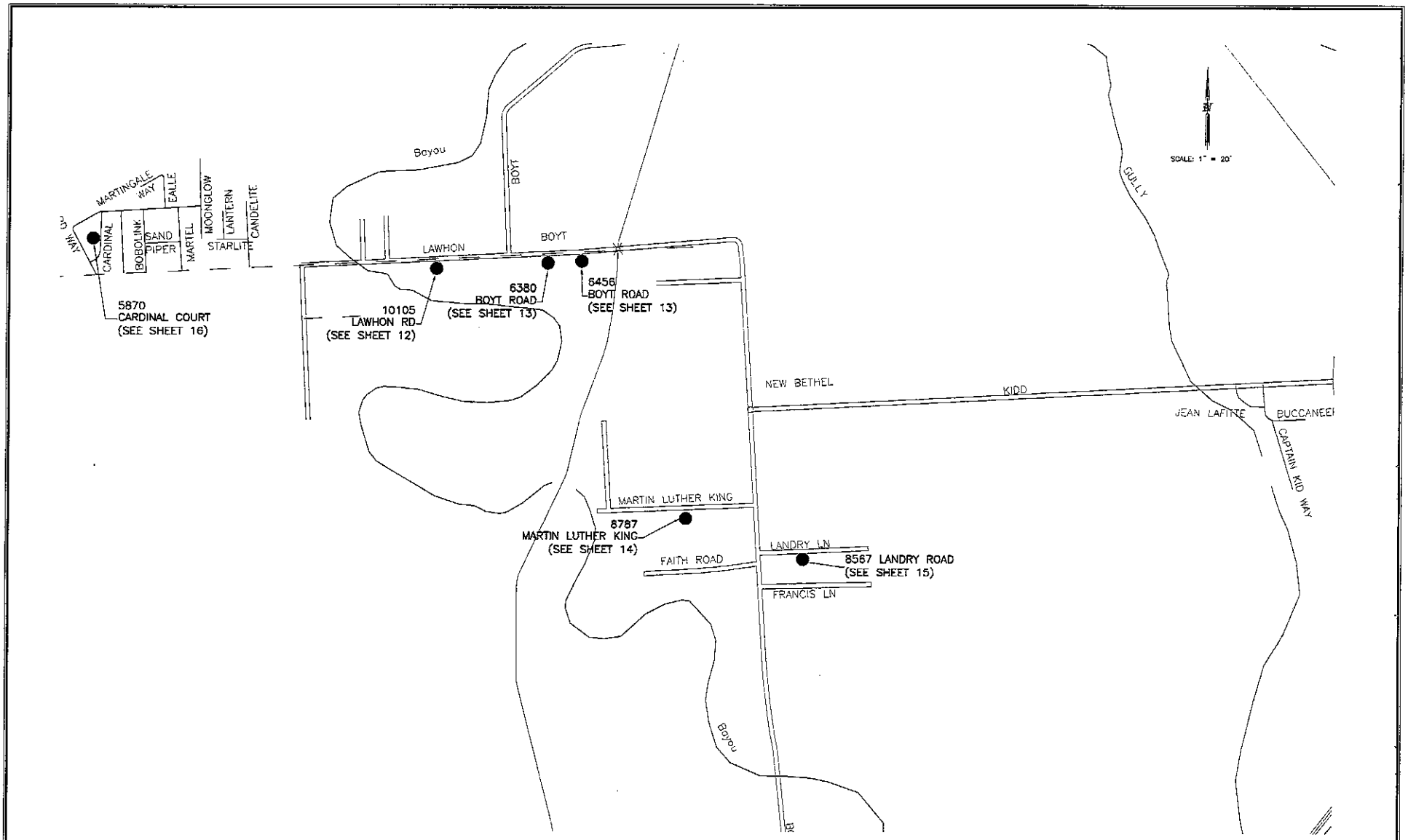
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3383
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

HOUSE INDEX MAPS

Action	Name	Date
Design	TJD	01/23
Drawn	RW	01/23
Checked	JJD	01/23
Approved	TJD	01/23
Basis	AS SHOWN	

Sheet 4 of 12



G:\PROJECTS LJA 2000 - 2000\8857-JEFFERSON COUNTY\1003 - CDG CDBG PHASE VI - GRINDER PUMP STATION\CAD\8857-1003-04-08 INDEX MAP.DWG

Date : 2/11/2021
File Name : 8857/1003
File Drawer No. : 8857/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 91919.
ON 2/11, 2021

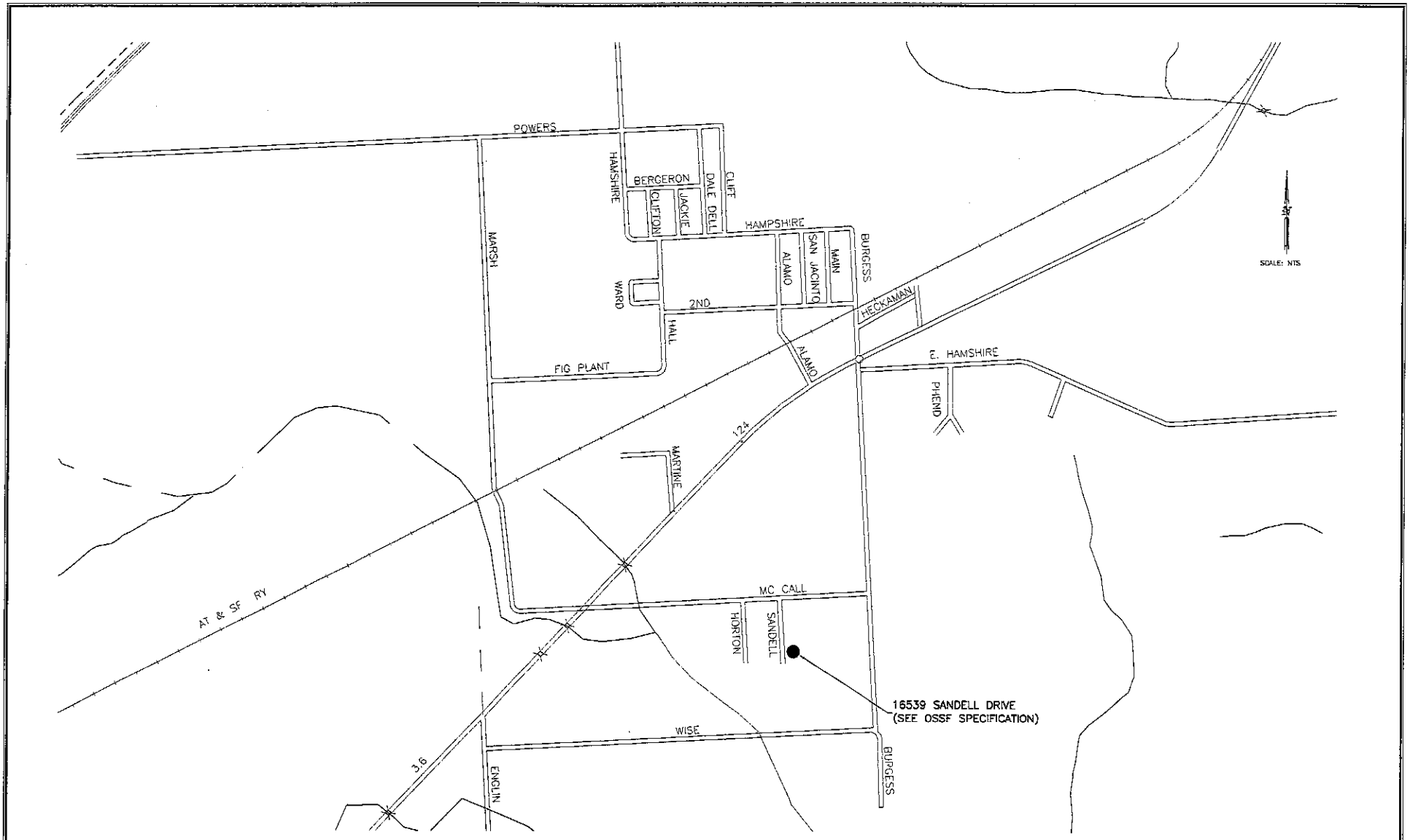
No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

HOUSE INDEX MAPS

Action	Name	Date
Design	TJD	01/21
Drawn	RH	01/21
Checked	TJD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	5 Of 19	



G:\PROJECTS LJA 3000 – 3000\3857–JEFFERSON COUNTY\1003 – GLO CDBG PHASE VI – GRINDER PUMP STATION\CAD\3857-1003-04-08 INDEX MAP.DWG

Date : 3/11/2021
File Name : 3857/1003
File Drawer No. : 3857/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919, ON 3/19, 2021

No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7216240

HOUSE INDEX MAPS

Action	Name	Date
Design	TTD	01/21
Drawn	RH	01/21
Checked	JAD	01/21
Approved	TTD	01/21
Scale	AS SHOWN	
Sheet	6 of 19	



O:\PROJECTS LJA 8000 - 8000\8657-JEFFERSON COUNTY\1003 - GLO CDBG PHASE VI - GRINDER PUMP STATIONS\CAD\8657-1003-04-09 INDEX MAP.DWG

Date :	2/11/2021
File Name :	8657/1003
File Drawer No. :	8657/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERY J. DAVIS, P.E. 81919, ON 2/11, 2021.

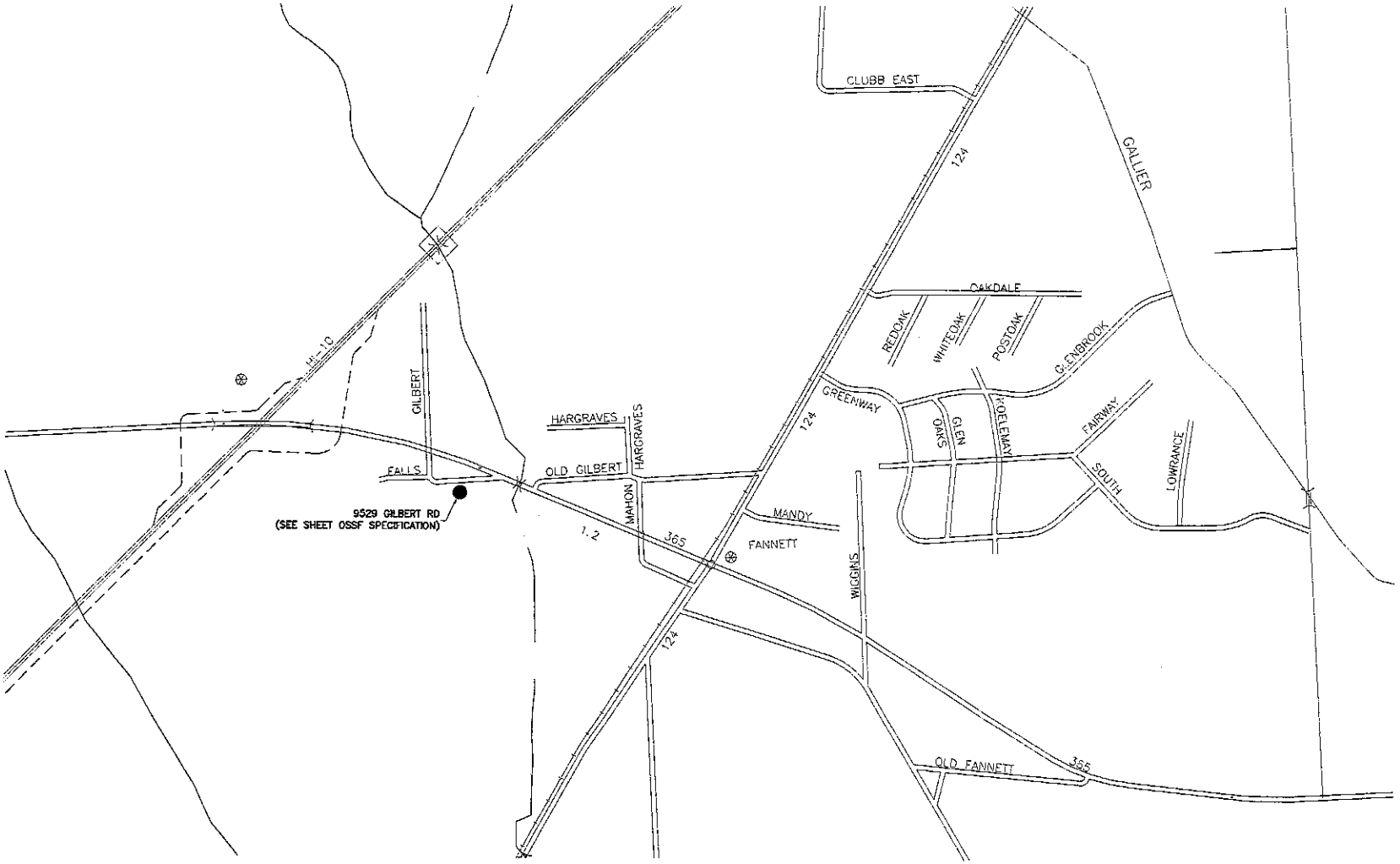
No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

HOUSE INDEX MAPS

Action	Name	Date
Design	TJD	01/21
Drawn	RN	01/21
Checked	JAD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	7 of 10	



G:\PROJECTS LJA 9000 - 9999\9857-JEFFERSON COUNTY\1003 - OLD CDBG PHASE VI - DRAINER PUMP STATION\CAD\9857-1003-04-05 INDEX MAP.DWG

Date : 2/11/2021
File Name : 9857/1003
File Drawer No. : 9857/1003/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. OMAS, P.E. 81919. ON 2/11, 20 21.

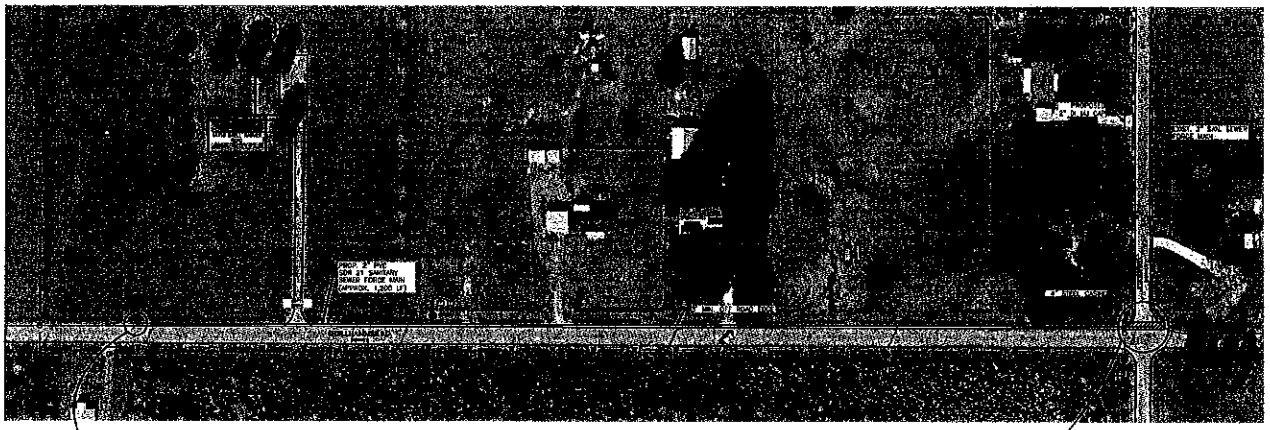
No.	Revisions	By	Checked	Date

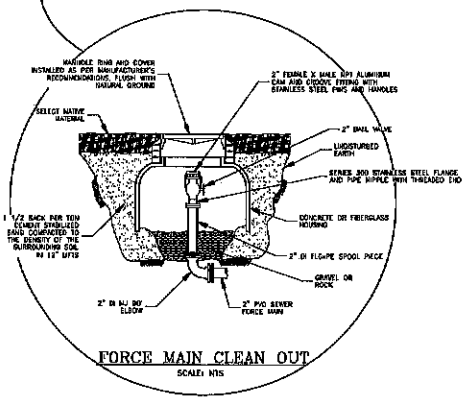
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

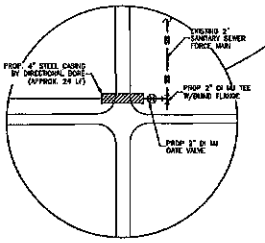
HOUSE INDEX MAPS

Action	Name	Date
Design	TJD	01/21
Drawn	RH	01/21
Checked	JAD	01/21
Approved	TJD	01/21
Scale	AS SHOWN	
Sheet	8 of 19	





FORCE MAIN CLEAN OUT
SCALE: NTS



LEGEND

PP	POWER POLE		MANHOLE
LP	LIGHT POLE		BREAK OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TB	TRAFFIC BOOM	SS	SANITARY SEWER LINE
LS	LANDSCAPING	W	WATER LINE
TMB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
305	CONCRETE		PROPERTY LINE
1894	ADDRESSES		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED EPOS SYSTEM. THE EPOS SYSTEM LOCATIONS WILL VARY FOR EACH HOUSE

J:\PROJECTS LJA 2005 -- BASE\2005 -JEFFERSON COUNTY\2005 -- CDBG 2006 PHASE IV -- GRINDER PUMP SYSTEM\CAD\SANITARY--2005-06-18 PLAN SHEETS.DWG

Date:	Revisions	No.	By	Checked	Date
6/21/2006					
File Name:					
2005/2006					
File Number No.:					
2005/2006/CDP					

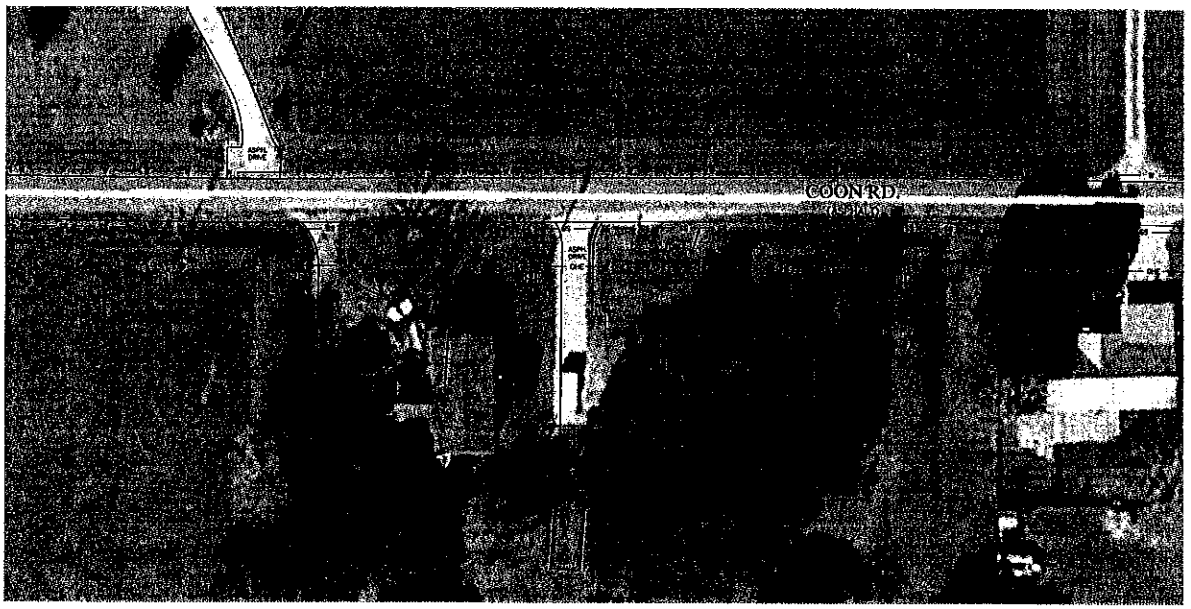
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. DAVIS, P.E. 81959, ON 2/10, 20 06

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.5353
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	KJB	6/06
Drawn	KJB	6/06
Checked	JMV	6/06
Approved	KJB	6/06
Scale	AS SHOWN	
Sheet	9 of 18	



SCALE: 1" = 20'

LEGEND

PP	POWER POLE		MANHOLE
LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED GRAVITY SEWER LINE
GA	GUY ANCHOR		PROPOSED MAINS LINE
TB	TERMITE BOND	SS	SANITARY SEWER LINE
LS	LANDSCAPING	W	WATER LINE
TVB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
EB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
CON	CONCRETE		PROPERTY LINE
1814	ADDRESS		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE

G:\PROJECTS\LJA 2000 — ENGINEERS-JEFFERSON COUNTY\1000 — OLD CDBG PHASE IV — SEWER PUMP STATION\DGN\1003-000-10 PLAN SHEET.DWG

Date: 5/21/2002
File Name: 1003/2000
File Drawer No.: 1000/1003/DGN

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY GEOFF J. DAMS, P.E. 81019.
ON 5/21/02, 20 A.D.

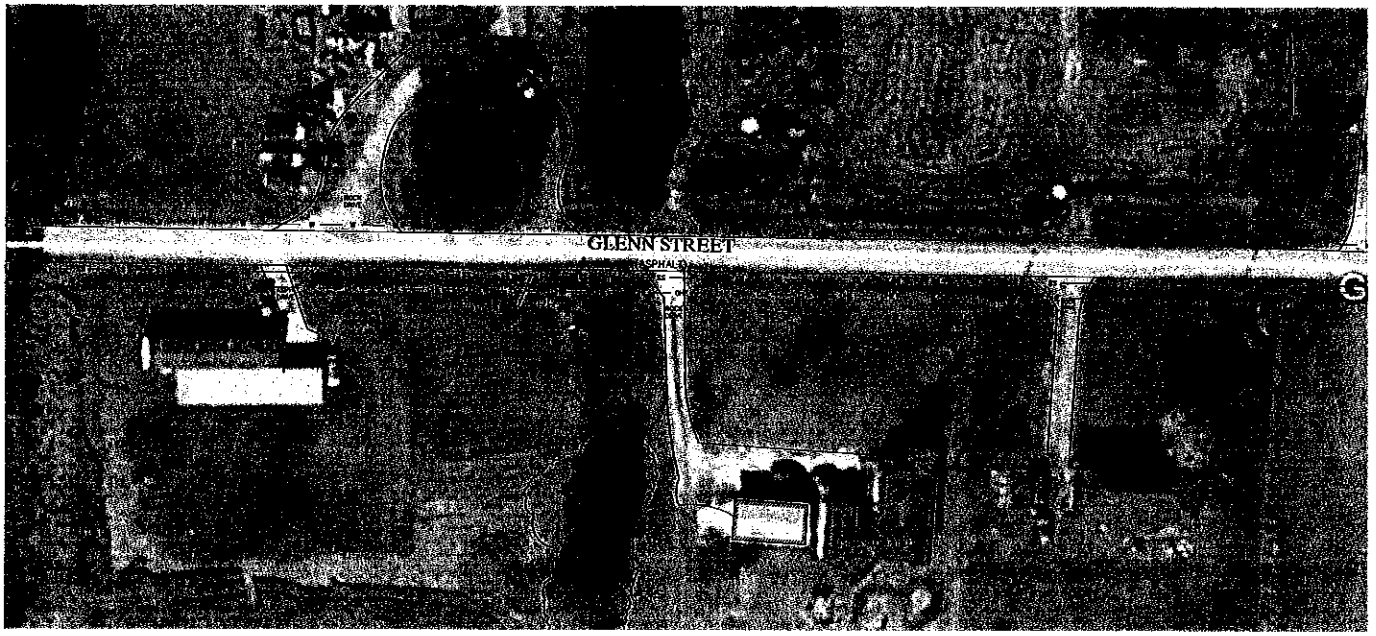
No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN-F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218040

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	TJS	5/21
Drawn	MH	5/21
Checked	MH	5/21
Approved	TJS	5/21
Scale	AS SHOWN	
Sheet	10 of 12	



LEGEND

⊕ PP	POWER POLE	● ○ SD	MANHOLE
⊕ LP	LIGHT POLE		CLEAN OUT
⊕ FH	FIRE HYDRANT		PROPOSED BARRIER SEWER LINE
⊣ GA	GUY ANCHOR		PROPOSED WATER LINE
⊿ TB	TRAFFIC BOX	SS	BARRIER SEWER LINE
S.S.	LANDSCAPING	W	WATER LINE
TMH	TV BOX	X	CHAIN LINK FENCE
MH	SEWER MANHOLE		WOOD FENCE
ESB	ELECTRONIC SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	GAS MAINLINE GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUCHER
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATIONS WILL VARY FOR EACH HOUSE

G:\PROJECTS\LJA 5000 -- 5000\5043-JEFFERSON COUNTY\001 -- CDBG CDBG PHASE V -- SEPTIC PUMP SEWER\CAD\DWG\5043-001-09-10 PLAN SHEET.DWG

Date: 6/1/2021	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. DAVIS, P.E. 81819. ON 6/1/21, 20 21	No.	Revision	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3393 Fax 409.833.0317 FRN - F-1386	JEFFERSON COUNTY, TEXAS PHASE IV FIRST TIME SANITARY SEWER PROJECT CDBG PROJECT NO. 7218240	Action	Name	Date
File Name: 5043\001\DWG									Design	TJD	06/21
File Drawer No.: 5043\1000\DWG									Drawn	RJT	06/21
									Checked	JAD	06/21
								SANITARY SEWER PLAN SHEET	Approved	TJD	06/21
									Scale	AS SHOWN	
									Sheet	11 OF 18	



LEGEND

⊕	PP	POWER POLE	MANHOLE
☀	LP	LIGHT POLE	CLEAN OUT
⊙	GM	GAS METER	PROPOSED SANITARY SEWER LINE
—•	GA	GUY ANCHOR	PROPOSED WATER LINE
⌒	TS	TRAFFIC SIGN	SANITARY SEWER LINE
	LS	LANDSCAPING	WATER LINE
TV	TVR	TV RISE	CHAIN LINK FENCE
WM	WM	WATER METER	WOOD FENCE
EB	EMB	ELECTRICAL SERVICE BOX	UNDERGROUND TELEPHONE LINE
TB	TJB	TELEPHONE JUNCTION BOX	UNDERGROUND CABLE T.V. LINE
RCP	RCP	REINFORCED CONCRETE PIPE	UNDERGROUND GAS LINE
CMP	CMP	CORRUGATED METAL PIPE	UNDERGROUND ELECTRIC LINE
000		BUILDING	OVERHEAD ELECTRIC LINE
XX		FENCELINE	PROPERTY LINE
0000		ADDRESS	BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE.

D:\PROJECTS\LJA 2000 - 2999\2900's-JEFFERSON COUNTY\2902 - OLD CORD PHASE IV - GRINDER PUMP STATION\DGN\SHEET-1903-04-10 PLAN SHEETS.DWG

Date : 6/21/2001
File Name : 2902/2902.DGN
File Name No. : 2902/2902.DGN

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. BAKS, P.E. 81910.
ON 6/19, 20 01

No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.3817
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7216240

SANITARY SEWER PLAN SHEET

	Name	Date
Author		
Design	TJD	06/01
Drawn	RH	06/01
Checked	JAB	06/01
Approved	TJD	06/01
Scale	AS SHOWN	
Sheet	10 OF 10	



SCALE: 1" = 20'

LEGEND

● PP	POWER POLE	S	MANHOLE
● LP	LIGHT POLE	○ CO	CLEAN OUT
⊕ FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
→ GA	GUY ANCHOR		PROPOSED WATER LINE
⊸ TB	TESTING BOX	SS	SANITARY SEWER LINE
L.S.	LANDSCAPING	W	WATER LINE
TVR	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1234	ADDRESSES		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATIONS WILL VARY FOR EACH HOUSE.

G:\PROJECTS\LJA 2002 -- JEFFERSON COUNTY\1602 -- JEFF CDBG PHASE IV -- SEWER PUMP STATION\DGN\1602-1065-02-10 PLAN SHEETS.DWG

Date: 6/21/2021
File Name: 1602/1065
Job Number No.: 1602/1065/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TONY J. DAVIS, P.E. 81570. ON 6/21, 20 21

No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3353
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	RM	6/21
Drawn	RM	6/21
Checked	JLS	6/21
Approved	TJD	6/21
Scale	AS SHOWN	
Sheet	13 of 22	



SCALE: 1" = 20'

LEGEND

⊕ PP	POWER POLE	● MH	MANHOLE
☀ LP	LIGHT POLE	○ CO	CLEAN OUT
⊕ FH	FIRE HYDRANT	—	PROPOSED SANITARY SEWER LINE
⊣ GA	GUY ANCHOR	—	PROPOSED WATER LINE
▲ VB	VALVE BOX	SS	SANITARY SEWER LINE
LSL	LANDSCAPING	W	WATER LINE
TCB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
ESB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
BLDG	BUILDING	OHE	OVERHEAD ELECTRIC LINE
CONC	CONCRETE		PROPERTY LINE
1601	ADDRESS		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LPSS SYSTEM. THE LPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE.

G:\PROJECTS\LJA 2000 - PRACTICE\JEFFERSON COUNTY\1001 - CDBG 2000 PHASE VI - GRANGER PUMP STATION\CAD\JEFF-1001-00-10 PLAN SHEET.DWG

Date : 6/21/2001
File Name : JEFF/1000
File Drawer No : JEFF/1000/CAD

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81919.
Dt: 6/21/01

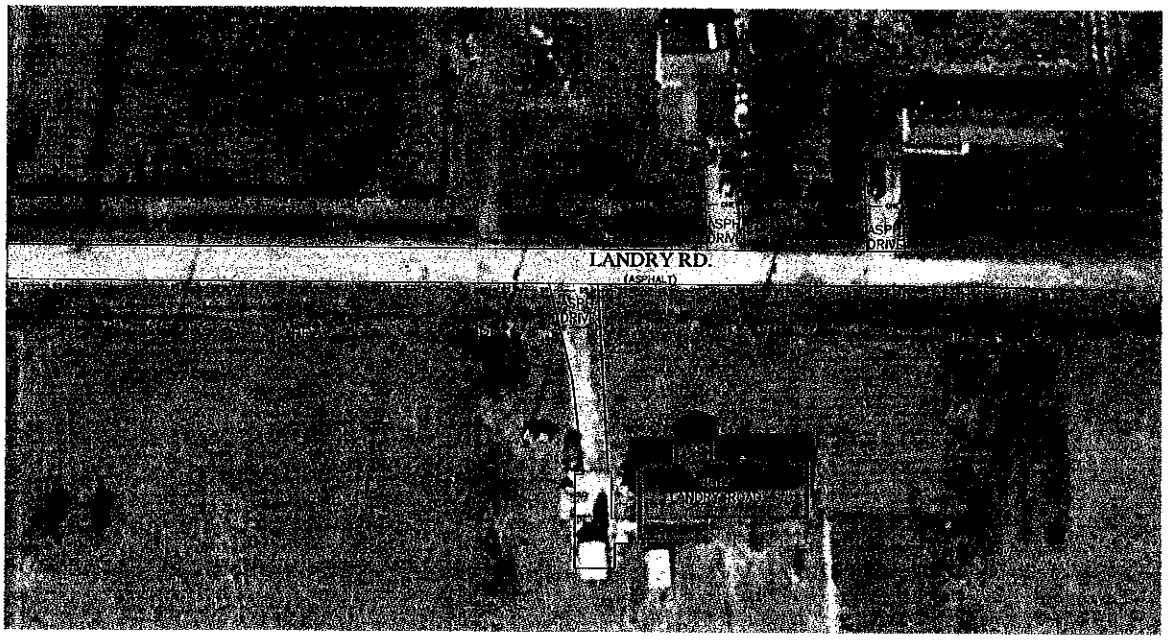
No	Revision	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

Action	Name	Date
Design	TTD	06/01
Drawn	BDH	06/01
Checked	JAD	06/01
Approved	TTD	06/01
Scale	AS SHOWN	
Sheet	14 of 19	



SCALE: 1" = 20'

LEGEND

PP	POWER POLE		MANHOLE
LP	LIGHT POLE	CO	CLEAN OUT
FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
GA	GUY ANCHOR		PROPOSED WATER LINE
TB	TRAFFIC BOX	SS	SANITARY SEWER LINE
LS	LANDSCAPING	W	WATER LINE
TVB	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
EOB	ELECTRICAL SERVICE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
205	CONCRETE		PROPERTY LINE
1604	ADDRESSES		DITCHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED LIFT STATION. THE LIFT STATION LOCATION WILL VARY FOR EACH HOUSE.

O:\PROJECTS\JA 0000 - SERVICES\7000-7099\7060\DGN\7060-1003-00-10 PLAN SHEETS.DGN

Date: 3/21/2002	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRY J. DAVIS, P.E. 81512. ON 3/21, 2002	No.	Revisions	By	Checked	Date
File Name: 8552/9000						
File Drawer No.: 8552/1003/CAD						

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.839.3353
Fax 409.839.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7210024D

SANITARY SEWER PLAN SHEETS

Action	Name	Date
Design	TJD	06/02
Drawn	BJF	06/02
Checked	JAD	06/02
Approved	TJD	06/02
Scale	1" = 20'-0"	
Sheet	10 of 19	

SCALE: 1" = 20'



LEGEND

● PP	POWER POLE	● CO	MANHOLE
☀ LP	LIGHT POLE		CLEAN OUT
⊕ FH	FIRE HYDRANT		PROPOSED SANITARY SEWER LINE
⊣ GA	GUY ANCHOR		PROPOSED WATER LINE
▲ TB	TERMITE BOND	SS	SANITARY SEWER LINE
LS	LANDSCAPING	W	WATER LINE
TCS	TV BOX	X	CHAIN LINK FENCE
WM	WATER METER	//	WOOD FENCE
EB	ELECTRICAL ADVANCE BOX	TEL	UNDERGROUND TELEPHONE LINE
TJB	TELEPHONE JUNCTION BOX	FO	UNDERGROUND FIBER OPTICS
RCP	REINFORCED CONCRETE PIPE	GAS	UNDERGROUND GAS LINE
CMP	CORRUGATED METAL PIPE	UGE	UNDERGROUND ELECTRIC LINE
	BUILDING	OHE	OVERHEAD ELECTRIC LINE
	CONCRETE		PROPERTY LINE
1818	ADDRESS		BUSHES
			TREES

NOTE:
THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND OWNER ON THE EXACT LOCATION OF THE PROPOSED SPSS SYSTEM. THE SPSS SYSTEM LOCATION WILL VARY FOR EACH HOUSE.

G:\PROJECTS LJA 2005 — 2005\2005-JEFFERSON COUNTY\1003 — BID DOCS PHASE IV — SEWERS FIRST SHARON\DWG\2007-1003-04-10 PLAN SHEETS.DWG

Date: 6/27/2008
File Name: 2007/1003
File Owner No.: 2007/1003/010

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TOBY J. DAVIS, P.E. 81910, ON 6/26, 20 08.

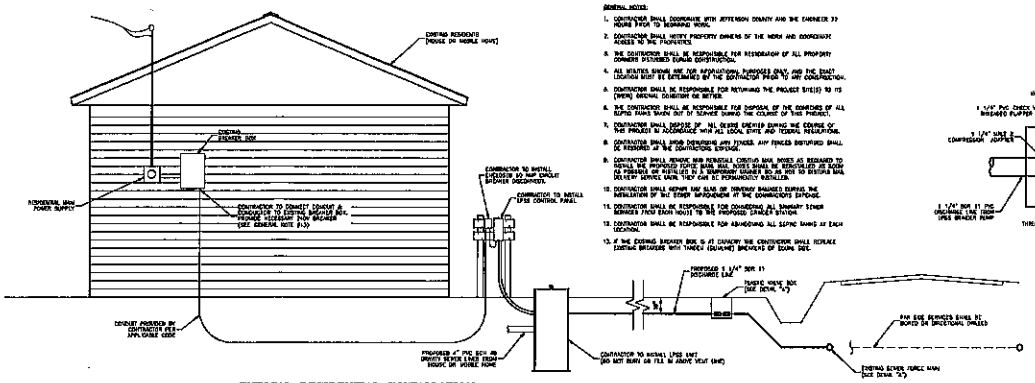
No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.3917
FRN - F-1386

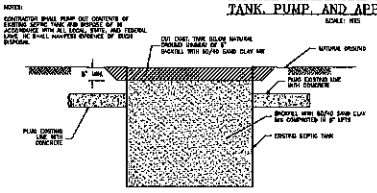
JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

SANITARY SEWER PLAN SHEET

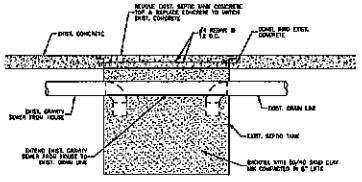
Action	Name	Date
Design	TJD	6/08
Drawn	RH	6/08
Checked	MD	6/08
Approved	TJD	6/08
Scale	AS SHOWN	
Sheet	10 OF 12	



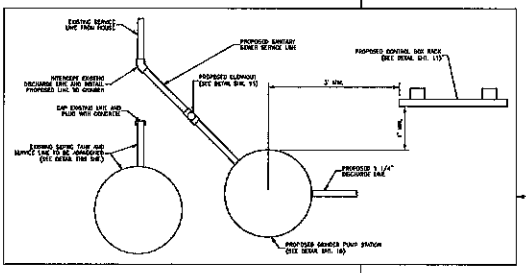
TYPICAL RESIDENTIAL INSTALLATION
TANK, PUMP, AND APPURTENANCES
SCALE: NTS

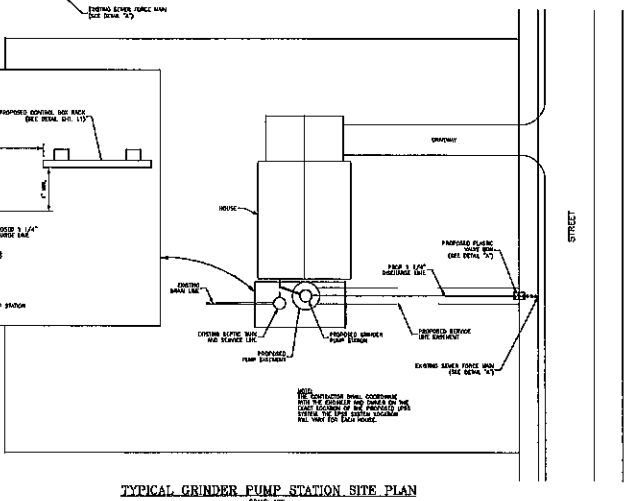


TYPICAL ABANDONMENT OF
EXISTING SEPTIC TANK
SCALE: NTS

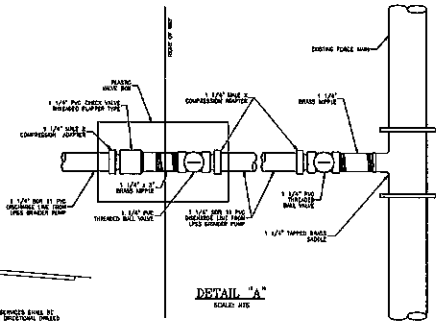


TYPICAL ABANDONMENT OF
EXISTING SEPTIC TANK UNDER CONCRETE
SCALE: NTS



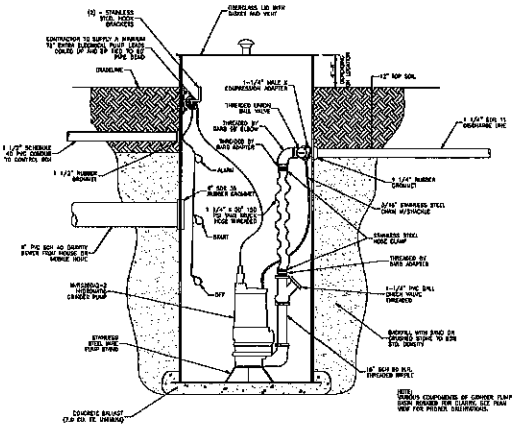


TYPICAL GRINDER PUMP STATION SITE PLAN
SCALE: NTS

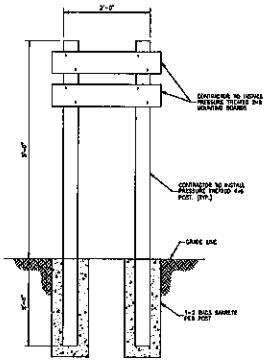


DETAIL "A"
SCALE: NTS

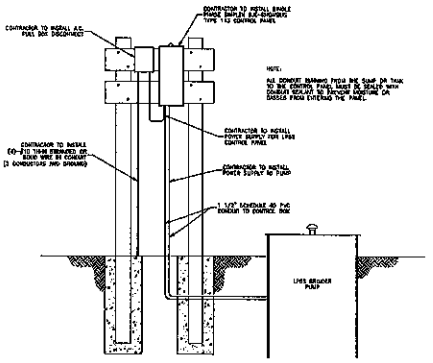
Plot Date : 6/21/2021	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TROY J. DAVIS, P.E. 81918. ON 6/21, 2021.	No.	Revisions	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3363 Fax 409.833.0317 FRN - F-1386	JEFFERSON COUNTY, TEXAS PHASE IV FIRST TIME SANITARY SEWER PROJECT CDBG PROJECT NO. 7218540	Action / Name / Date: Design TW 6/21; Drawn TW 6/21; Checked JAB 6/21; Approved TWD 6/21; Scale AS SHOWN; Sheet 17 OF 18
File Name : 8857/DWG/C10								SANITARY SEWER DETAILS	
File Number No. : 8857/7002									



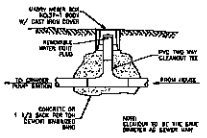
24"x60" FIBERGLASS BASIN
SCALE: 1 1/2" = 1'-0"



CONTROL BOX RACK DETAIL
SCALE: 1" = 1'-0"

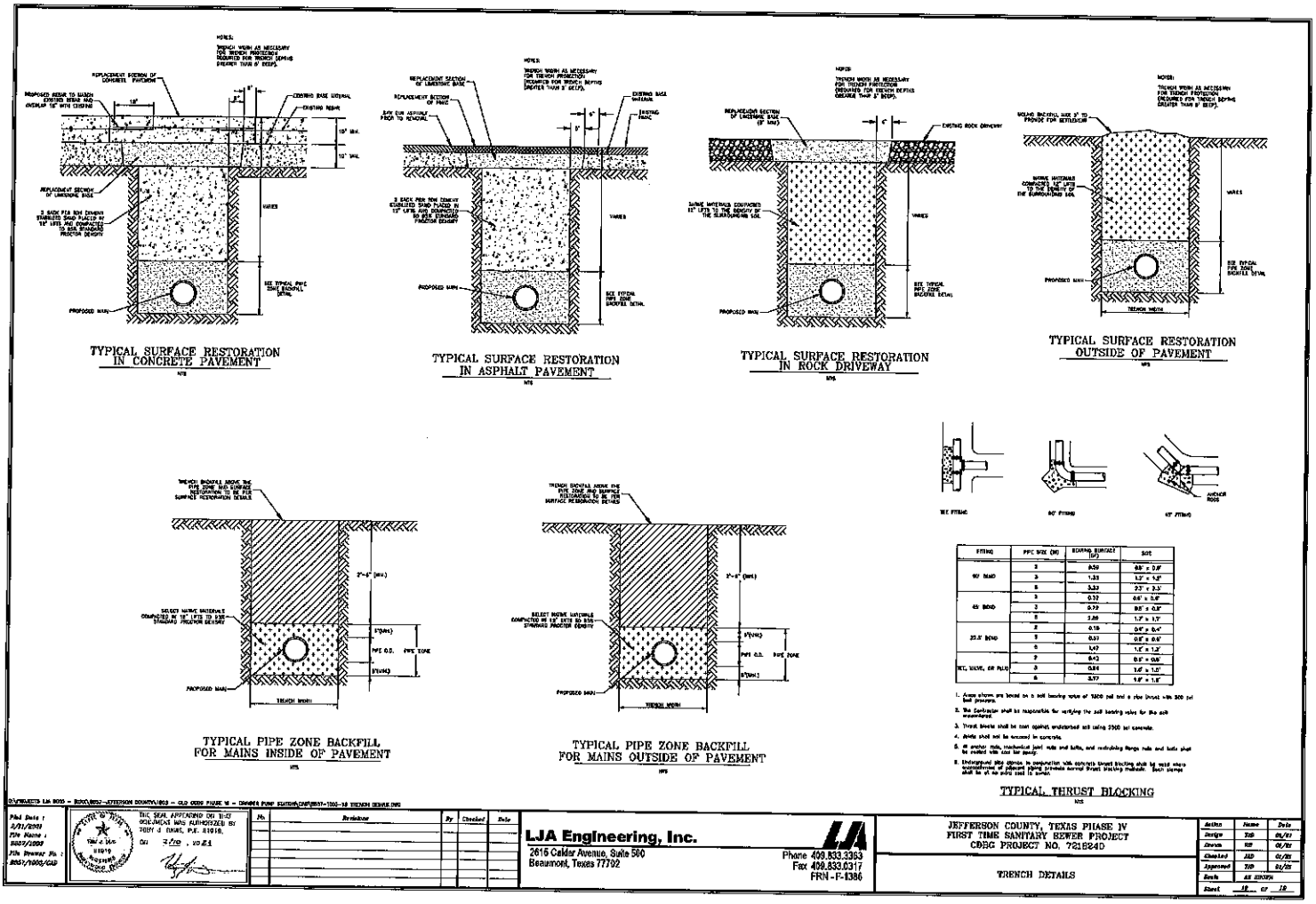


CONTROL BOX MOUNT DETAIL
SCALE: 1" = 1'-0"



TYPICAL SANITARY SEWER LINE CLEANOUT
SCALE: NTS

Plot Date: 9/21/2009 File Name: 2007/1003 File Owner No.: 2007/1003/CAD	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARY J. CORD, P.E. 81418. ON 9/29, 20 21	No.	Revision	By	Checked	Date	LJA Engineering, Inc. 2615 Calder Avenue, Suite 500 Beaumont, Texas 77702 Phone 409.833.3363 Fax 409.833.0317 FRN - F-1386	JEFFERSON COUNTY, TEXAS PHASE IV FIRST TIME SANITARY SEWER PROJECT CDBG PROJECT NO. 7210240 SANITARY SEWER DETAILS	Action / Name / Date Design MJB 09/21 Drawn MJB 09/21 Checked MJB 09/21 Approved MJB 09/21 Scale AS SHOWN Sheet 10 OF 10



TYPICAL SURFACE RESTORATION IN CONCRETE PAVEMENT

TYPICAL SURFACE RESTORATION IN ASPHALT PAVEMENT

TYPICAL SURFACE RESTORATION IN ROCK DRIVEWAY

TYPICAL SURFACE RESTORATION OUTSIDE OF PAVEMENT

TYPICAL PIPE ZONE BACKFILL FOR MAINS INSIDE OF PAVEMENT

TYPICAL PIPE ZONE BACKFILL FOR MAINS OUTSIDE OF PAVEMENT

FITTING	PIPE SIZE (IN)	BEARING SURFACE (SF)	SIZE
90° BEND	3	0.50	0.5' x 1.0'
	4	1.33	1.3' x 1.0'
	6	3.33	2.3' x 1.5'
45° BEND	3	0.33	0.5' x 0.5'
	4	0.70	0.5' x 0.5'
	6	2.00	1.0' x 1.5'
22.5° BEND	3	0.15	0.5' x 0.5'
	4	0.31	0.5' x 0.5'
	6	1.47	1.0' x 1.5'
TEE, SLEEVE, OR PLUG	3	0.43	0.5' x 0.5'
	4	0.84	1.0' x 1.0'
	6	2.77	1.5' x 1.5'

1. Areas shown are based on a soil bearing value of 1500 psf and a pipe thrust with 300 psi test pressure.
2. The Contractor shall be responsible for verifying the soil bearing value for the soil encountered.
3. Thrust blocks shall be cast against undisturbed soil using 2500 psi concrete.
4. Joints shall not be encased in concrete.
5. At anchor rods, mechanical joint nuts and bolts, and restraining flange nuts and bolts shall be coated with coal tar epoxy.
6. Underground pipe clamps in conjunction with concrete thrust blocking shall be used where accommodation of adjacent piping prevents normal thrust blocking methods. Each clamp shall be of the same size as pipe.

TYPICAL THRUST BLOCKING

No.	Revisions	By	Checked	Date

LJA Engineering, Inc.
2616 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3383
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS PHASE IV
FIRST TIME SANITARY SEWER PROJECT
CDBG PROJECT NO. 7218240

TRENCH DETAILS

Author	Name	Date
Design	TGB	05/21
Drawn	KM	05/21
Checked	MD	05/21
Approved	TGB	05/21
Scale	AS SHOWN	
Sheet	18 OF 19	

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

Beaumont Tractor Co.
Company Name

4430 College St.
Address

Beaumont Tx. 77707
City State Zip

Kyle Lee
Signature of Person Authorized to Sign

Kyle Lee
Printed Name

Government Sales
Title

For clarification of this offer, contact:

Kyle Lee
Name

409-866-3360 409-866-5884
Phone Fax

KYLE@BEAUMONTTRACTOR.COM
E-mail

Bidder: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items:

One (1) Mini-Excavator for the Jack Brooks Regional Airport

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

This contract shall henceforth be referred to as Contract No. 21-023/JW, Mini-Excavator the Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

June 9, 2021
Date

Attest:

~~Carolyn L. Guidry~~ Theresa Goodness, Interim County Clerk
~~County Clerk~~

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder: Complete & Return this Form with Offer.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

April 6, 2021

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 21-023/JW) Mini-Excavator for the Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website: https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593. Funding for this equipment provided by CARES Act Grant.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and 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 Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Mini-Excavator for the Jack Brooks Regional Airport**
BID NO:	**IFB 21-023/JW**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, May 12, 2021**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

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: April 7, 2021 & April 14, 2021. The Examiner: April 8, 2021.

Table of Contents

Instructions to Bidders 2
General Conditions of Bidding and Terms of Contract 7
FEMA Mandated Contract Provisions 12
Special Requirements/Instructions 22
Minimum Specifications 27
Equipment Bid Specifications 28
Bidder Information Form 32
Bid Form 33
Offer to Contract Form 34
Acceptance of Offer Form 35
Vendor References 36
Signature Page 37
MANUFACTURER SPECIFICATIONS ("INSERT HERE" COVER SHEET) 38
ITEMIZED ITEM COMPARISON(S) ("INSERT HERE" COVER SHEET) 39
Certificate of Buy American Compliance 40
Certification Regarding Lobbying 41
Conflict of Interest Questionnaire 42
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 43
Good Faith Effort Determination Checklist 44
Notice of Intent 45
HUB Subcontracting Participation Declaration Form 46
Residence Certification/Tax Form 50
House Bill 89 Verification 51
Senate Bill 252 Certification 52
Bid Affidavit 53

Bid Submissions:

Bidder is responsible for submitting: One (1) original and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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, 1st 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.

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

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

Bidder shall submit bid in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of 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.

Bidder is responsible for submitting:

- **One (1) Original Bid Copy and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

https://www.co.jefferson.tx.us/Purchasing/

2. 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.

3. 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Bidders are strongly urged to plan accordingly.

4. 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.

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.

5. Signatures

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

6. County Holidays – 2021:

January 18, 2021	Martin Luther King, Jr. Day	Monday
February 15, 2021	President's Day	Monday
April 2, 2021	Good Friday	Friday
May 31, 2021	Memorial Day	Monday
July 5, 2021	Independence Day	Monday
September 6, 2021	Labor Day	Monday
November 11, 2021	Veteran's Day	Thursday
November 25 & 26, 2021	Thanksgiving	Thursday & Friday
December 23 & 24, 2021	Christmas	Thursday & Friday
December 31, 2021	New Year's	Friday

7. Rejection or Withdrawal

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

8. 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.

9. Award

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

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

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

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

10. 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.

11. 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.

12. 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.

13. 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 https://www.co.jefferson.tx.us/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

14. 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.

15. 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.

16. 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.

17. 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.

18. Currency

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

19. 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.

20. Notice to Proceed/Purchase Order

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

21. 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.

22. Definitions

"County" – Jefferson County, Texas.

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

23. 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 ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

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

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

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

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

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

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

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will

be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

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

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Confidential/Proprietary Information

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

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

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

2. Performance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 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.

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.

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the non-discrimination 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request

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

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report 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.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open
market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

> **(1) Overtime requirements.** No contractor or subcontractor contracting for any Part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> **(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> **(3) Withholding for unpaid wages and liquidated damages.** Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
>
> **(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of $150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R.Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:
https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

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

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

5. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

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

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

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 are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting:

One (1) Original Bid Copy and (3) Numbered Bid Copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

All bids 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, Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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.

2. 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

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

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

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

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

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

Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – (CONTINUED)

FORM 1295 Exemptions:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

• a sponsored research contract of an institution of higher education

• an interagency contract of a state agency or an institution of higher education

• a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract

• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity

• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code

• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

4. Multiple Vendor Award

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

5. 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.

6. 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, 7th floor
Beaumont, TX 77701.

SAM.GOV®

BEAUMONT TRACTOR COMPANY INC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
926377920	**SE7YAUKL5LA9**	**3QXC3**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Dec 28, 2021**	**Active**
Physical Address	Mailing Address	
4430 College ST **Beaumont, Texas 77707** **United States**	**4430 College ST** **Beaumont, Texas 77707** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 28, 2020	**Dec 28, 2020**	**Feb 17, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 1, 1995	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

Points of Contact

Electronic Business

CRAIG COLE
4098663360
4098663360 (Non-US Phone)

4430 College Street
Beaumont, Texas 77707
United States

Tom Morgan
4098663360

4430 College Street
Beaumont, Texas 77707
United States

Government Business

CRAIG COLE
4098663360
4098663360 (Non-US Phone)

4430 College Street
Beaumont, Texas 77707
United States

BRANDON MACKAN
4098663360

4430 College Street
Beaumont, Texas 77707
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**444210**	**Outdoor Power Equipment Stores**

Disaster Response

This entity does not appear in the disaster response registry.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-760768

Date Filed:
06/02/2021

Date Acknowledged:
6/2/2021

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Beaumont Tractor Co
Beaumont, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Jefferson County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
IFB 21-023/JW
Kubota Equipment Dealer

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is KYLE LEE, and my date of birth is 1/23/1967.

My address is 4430 College St. (street), Beaumont (city), Tx. (state), 77707 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 2 day of June (month), 2021 (year).

Kyle Lee
Signature of authorized agent of contracting business entity
(Declarant)

7. 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.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 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
Excess Liability	$1,000,000

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

Workers' Compensation	Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

9.1.1 **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.

9.1.2 **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.

9.1.3 **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.

9.2 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.

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 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.

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

9.5.1 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

9.5.2 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.

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

9.7 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.

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

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

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

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

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

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

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

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

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

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

9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 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.

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

Minimum Specifications

The following requirements and specifications **supersede** General Requirements where applicable. Contact Jamey West, Assistant Purchasing Agent (e-mail: jwest@co.jefferson.tx.us; phone:409-835-8593), regarding any questions or comments. Please reference bid number IFB 21-023/JW.

Scope

Jefferson County is soliciting bids for a Mini-Excavator for the Jack Brooks Regional Airport, with the purchase of this equipment to be funded by the FAA under the CARES Act Grant.

Specifications are based off the Kubota (K Series) KX040-4R3TP model. **All bidders having equipment similar in nature are encouraged to bid.** These bid specs are in no way intended to be interpreted as "sole-sourcing" or requiring a specific manufacturer/brand name.

All bids should be for **brand new**, completely unused equipment.

The specifications shown are intended to define level of quality, performance, and features ONLY. Products offered shall be of equivalent dimensions, quality, performance and features or better.

All bidders bidding equivalent items shall submit, an itemized comparison documenting equivalence for dimensions, quality, performance, and features of the products offered.

Instructions to Bidders: Brand Reference/Equivalent Item Bids

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Please be sure to address all specifications and/or features included in the Bid Item Description in your bid response.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS** (to include Full Warranty terms)

Bidders, please be sure to review these bid specifications carefully, as the item that you are offering must MEET or EXCEED these specifications.

Equipment Bid Specifications

The Jack Brooks Regional Airport is needing to acquire a **Kubota K Series (Model: KX040-4R3TP) Mini-Excavator or Approved Equivalent** to perform a variety of Airfield Maintenance tasks, including:

- Accessing underground airfield electrical lines
- Airside and landside drainage maintenance (culvert cleaning, ditch maintenance, etc.)
- Dressing safety area surface variations
    - Runway edge maintenance, edge damming and pavement lips
- Snow/Ice removal
- Vegetation removal
    - Near/around airfield lights when traditional mowing would create ruts due to wet soil conditions
    - Hard to reach areas

STANDARD FEATURES:

- Eco Plus System
- Auto Idler
- Rubber Track Model
- ROPS/OPG (Top Guard, Level I)
- Air Conditioning Cab
- Suspension Seat
- Kubota 1 Hydraulic Pump Load Sensing System
- 1 Variable Displacement Pump
- All Controls Hydraulic Pilot Controls
- Two Operating Pattern Selection System
- Accumulator
- Digital Control Panel
- Attachment Flow Presets, Service Alerts
- Standard Front Dozer Blade w/Float
- Optional Float Angle Blade w/ Bolt-on Cutting Edge
- 360 Degree Full Rotation
  70 Degree Left, 55 Degree Right Boom Swing
- 17.2 gpm Adjustable Auxiliary Hydraulics Port 1
- Auxiliary Hydraulics Diverter Valve
- 9.8 gpm Adjustable Auxiliary Hydraulics Port 2 Option
- Thumb Bracket and Relief Valves
- Five Second Quick Preheat System
- Key Switch Stop System Half
- Half-Pitch Rubber Tracks
- Self-Bleed Fuel System
- Auto-Downshift Two-Speed Travel System
- Swivel Negative Brake
- Travel Negative Brake
- Third Line

Equipment Bid Specifications (CONTINUED)

ENGINE:

- D1803 Kubota DI Turbo CRS Tier 4 Diesel Engine
- 3 Cylinder, 4-Cycle
- 40.4 Net HP @ 2200 rpm

DIMENSIONS AND OPERATING WEIGHT:

KX040-4R3TP, Rubber Tracks, Air-Conditioned ROPS/OPG (TOP GUARD, LEVEL I) Cab, 6-in-1 Dozer Blade, SP2

- Overall Length: 16' 8.1"
- Overall Width: 5' 6.9"
- Overall Height: 8' 1.8"
- Operating Weight: 9,195 lbs*
- Ground Clearance: 12.9"

**Includes Operator's Weight*, 175 lbs.

OPERATIONAL DIMENSIONS:

- Max Digging Depth 11' 2.7"
- Max Digging Radius @ Ground Level 17" 9.0"
- Max Vertical Digging Depth 7' 4.8"
- Max Dumping Height 12' 9.5"

DOZER BLADE DIMENSIONS:

- Width 66.9"
- Height 15.75"
- Lift Above Ground 15.17"
- Drop Below Ground 15.94"

PERFORMANCE:

- Digging Force @ Bucket (K7875) 9,535 lbs.
- Digging Force @ Dipper Arm 4,112 lbs.
- Travel Speed (Low) 1.8 mph
- Travel Speed (High) 3.1 mph

Equipment Bid Specifications (CONTINUED)

PERFORMANCE - Continued:

- Climbing Ability 36% / 20 degrees
- Lift Capacity 4,080 lbs.
- Over Front
- Blade Grounded
- 2.0 ft. Load Point Height
- 8.0 ft. Load Radius

REQUIRED FEATURES (Or Equivalent within Proximity of these features):

- Enclosed cab with air conditioning
- Rubber tracks
- Diesel Engine – approx. 40HP
- 6-in-1 dozer blade – minimum width equal to track width
- Hydraulic operating system
- 360-degree full rotation
- (2) Auxiliary hydraulic diverter valve
- Thumb bracket and relief valves
- Digging depth – approx. 11 feet
- Digging radius at ground level – approx. 17 feet
- Quick coupler for arm attachments
- 18" quick attach trenching bucket (or similar)
- Hydraulic thumb kit
- 42" cutting width arm attachment brush mower, hydraulic, ¼" deck, galvanized

DELIVERY: Bid price must include all fees associated with delivery.

WARRANTY: Bid price must include a standard warranty for this piece of equipment. A copy of the Full Terms of Warranty is to be included with bid submission.

Equipment Bid Specifications (CONTINUED)

KX Series Specifications

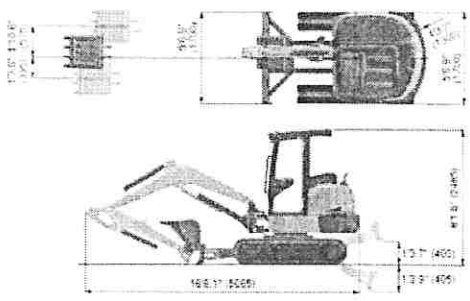
KX040-4

Kubota

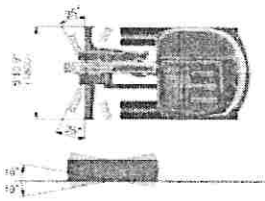
Model				KX040-4	KX040-4 Angle Blade	KX040-4 6-in-1 Blade
Type of ROPS / OPG (Top Guard Level I)*				Canopy / Cab		
Type of tracks				Rubber / Steel		
Engine	Model			Kubota D1803-CR-TE4		
	Output (SAE J1995 gross)		HP (kW) / rpm	40.4 (30.1) / 2200		
	Output (SAE J1349 net)		HP (kW) / rpm	38.9 (29.0) / 2200		
	Displacement		cu. in. (cc)	111.4 (1826)		
Dimensions	Overall length		ft. in. (mm)	16'8.2" (5085)		
	Overall height	Canopy / Cab	ft. in. (mm)	8'1.8" (2485) / 8'1.8" (2485)		
	Overall width		ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
	Min. ground clearance		in. (mm)	12.99" (330)		
Hydraulic system	Pump capacity		GPM (ℓ/min)	24.4 (92.4)		
	Auxiliary hydraulic flow	AUX1 / AUX2	GPM (ℓ/min)	17.2 (65) / 9.8 (37)		
	Max. breakout force	Bucket / Arm	lbf. (kgf)	9535 (4325) / 4112 (1865)		
Drive system	Travel speed	Low / High	mph (km/h)	1.8 (2.9) / 3.1 (5.0)		
	Max. traction force	Low speed	lbf. (kgf)	9747 (4420)		
	Tumbler distance		ft. in. (mm)	5'7.3" (1710)		
	Crawler length		ft. in. (mm)	7'1.6" (2175)		
	Shoe width		ft. in. (mm)	1'1.8" (350)		
	Ground contact pressure	Rubber Canopy / Cab	psi (kPa)	4.53 (31.2) / 4.68 (32.3)	4.70 (32.4) / 4.86 (33.5)	4.87 (33.6) / 5.02 (34.6)
		Steel Canopy / Cab	psi (kPa)	4.61 (31.8) / 4.76 (32.8)	4.78 (33.0) / 4.93 (34.0)	4.95 (34.1) / 5.10 (35.2)
Swing system	Unit swing speed		rpm	9.2		
	Boom swing angle	Left / Right	degree	70 / 55		
Blade	Dimensions	Width	ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
		Height	ft. in. (mm)	1'1.8" (350)	1'3.2" (385)	
	Max. lift above ground		ft. in. (mm)	1'3.7" (400)	1'4.5" (420)	1'4.9" (430)
	Max. drop below ground		ft. in. (mm)	1'3.9" (405)	1'8.1" (510)	1'8.9" (530)
	Angle	Left / Right	degree	-	25 / 25	
		Tilt	degree	-		10 / 10
Hydraulic oil (Reservoir / System)			gal (ℓ)	11.1 (42) / 19.8 (74)		
Fuel reservoir			gal (ℓ)	16.9 (64)		
Operating weight (Including operator's weight @ 175 lbs.)		Rubber Canopy / Cab	lbs. (kg)	9195 (4170) / 9500 (4310)	9545 (4330) / 9855 (4470)	9900 (4490) / 10210 (4630)
		Steel Canopy / Cab	lbs. (kg)	9350 (4240) / 9655 (4380)	9700 (4400) / 10010 (4540)	10050 (4560) / 10360 (4700)

* OPG (Top Guard Level I) in accordance with ISO 10262 is equivalent in definition to ROPS (Falling Object Protective Structure).
The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty information.
For your safety, Kubota strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt for almost all applications.

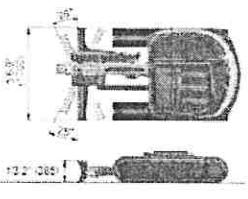
DIMENSIONS



6-in-1 Blade



Angle Blade



Bidder Information Form

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

Bid Number & Name: (IFB 21-023/JW) Mini-Excavator for the Jack Brooks Regional Airport

Bidder's Company/Business Name: Beaumont Tractor Co.

Bidder's TAX ID Number: 76-0452736

Contact Person: Kyle Lee **Title:** Government Sales

Phone Number (with area code): 409-866-3360

Alternate Phone Number if available (with area code):

Fax Number (with area code): 409-866-5884

Email Address: Kyle@BeaumontTractor.com

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

4430 College St.
Address
Beaumont, Tx. 77707
City, State, Zip Code

Bidder: Complete & Return this Form with Offer.

Bid Form

EQUIVALENT/ALTERNATE ITEMS:

Bidder Submitting Bid for Equivalent/Alternate Items Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS (to include Full Warranty terms)**
- **ITEMIZED COMPARISON** documenting equivalence for dimensions, quality, performance, and features of the product offered in bid submission. Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

EXACT MAKE/MODEL:

Bidder Submitting Bid for Exact Make/Model as specified, Must Include in Bid Submission:

- **COPY OF THE MANUFACTURER SPECIFICATIONS (to include Full Warranty terms)**

Item No.	Qty.	Item Description	Bid Price
1	1	**Kubota (K Series) KX040-4R3TP Model Mini-Excavator -OR- Approved Equivalent**	$ 60,350.00 . ____
Projected Delivery Lead Time from Date of Purchase:			6-8 **weeks**
Equivalent Item Description (Make & Model) for Item No. 1:			

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____
Addendum 2 _____ Date Received_____
Addendum 3 _____ Date Received_____

Bidder: Complete & Return this Page with Offer.

Vendor References Form

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: Jefferson County Precinct #2

Address: 7759 Viterbo Rd. Ste. 1 Beaumont, Tx. 77705

Contact Person and Title: Mike Trahan Road Superintendent

Phone: 409-727-2173 Fax: 409-722-1916

Email Address: mtrahan@co.Jefferson.Tx.us Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: Tyler County Precinct #1

Address: 300 West Bluff Woodville, Tx. 75979

Contact Person and Title: Martin Nash Commissioner

Phone: 409-283-7296 Fax: 409-283-6307

Email Address: Nashent@Hotmail.com Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: City of Beaumont

Address: 4955 LaFini Dr. Beaumont, Tx. 77705

Contact Person and Title: Jeff Harville Fleet Manager

Phone: 409-842-5885 Fax: 409-842-0851

Email Address: Jeff.Harville@Beaumont Texas.Gov Contract Period: _____

Scope of Work: _____

Bidder: Complete & Return this Form with Offer.

Signature Page

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

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

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

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

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

Beaumont Tractor Co.	Kyle Lee
Bidder (Entity Name)	Signature
4420 College St.	Kyle Lee
Street & Mailing Address	Print Name
Beaumont, Tx. 77707	4/28/21
City, State & Zip	Date Signed
409-866-3960	409-866-5884
Telephone Number	Fax Number
Kyle@BeaumontTractor.com	
E-mail Address	

Bidder: Complete & Return this Form with Offer.

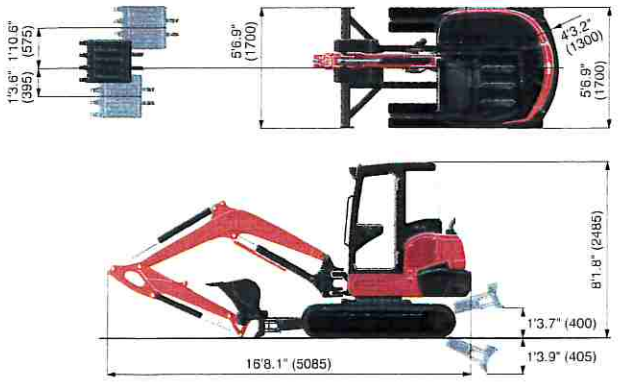
INSERT COPY OF MANUFACTURER SPECIFICATIONS HERE

SPECIFICATIONS

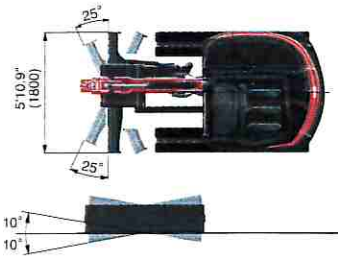
Model				KX040-4	KX040-4 Angle Blade	KX040-4 6-in-1 Blade
Type of ROPS / OPG (TOP Guard, Level I)*				Canopy / Cab		
Type of tracks				Rubber / Steel		
Engine	Model			Kubota D1803-CR-TE4		
	Output (SAE J1995 gross)		HP (kW) / rpm	40.4 (30.1) / 2200		
	Output (SAE J1349 net)		HP (kW) / rpm	38.9 (29.0) / 2200		
	Displacement		cu. in. (cc)	111.4 (1826)		
Dimensions	Overall length		ft. in. (mm)	16'8.2" (5085)		
	Overall height	Canopy / Cab	ft. in. (mm)	8'1.8" (2485) / 8'1.8" (2485)		
	Overall width		ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
	Min. ground clearance		in. (mm)	12.99" (330)		
Hydraulic system	Pump capacity		GPM (ℓ/min)	24.4 (92.4)		
	Auxiliary hydraulic flow	AUX1 / AUX2	GPM (ℓ/min)	17.2 (65) / 9.8 (37)		
	Max. breakout force	Bucket / Arm	lbf. (kgf)	9535 (4325) / 4112 (1865)		
Drive system	Travel speed	Low / High	mph (km/h)	1.8 (2.9) / 3.1 (5.0)		
	Max. traction force	Low speed	lbf. (kgf)	9747 (4420)		
	Tumbler distance		ft. in. (mm)	5'7.3" (1710)		
	Crawler length		ft. in. (mm)	7'1.6" (2175)		
	Shoe width		ft. in. (mm)	1'1.8" (350)		
	Ground contact pressure	Rubber Canopy / Cab	psi (kPa)	4.53 (31.2) / 4.68 (32.3)	4.70 (32.4) / 4.86 (33.5)	4.87 (33.6) / 5.02 (34.6)
		Steel Canopy / Cab	psi (kPa)	4.61 (31.8) / 4.76 (32.8)	4.78 (33.0) / 4.93 (34.0)	4.95 (34.1) / 5.10 (35.2)
Swing system	Unit swing speed		rpm	9.2		
	Boom swing angle	Left / Right	degree	70 / 55		
Blade	Dimensions	Width	ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
		Height	ft. in. (mm)	1'1.8" (350)	1'3.2" (385)	
	Max. lift above ground		ft. in. (mm)	1'3.7" (400)	1'4.5" (420)	1'4.9" (430)
	Max. drop below ground		ft. in. (mm)	1'3.9" (405)	1'8.1" (510)	1'8.9" (530)
	Angle	Left / Right	degree	-	25 / 25	
		Tilt	degree	-		10 / 10
Hydraulic oil (Reservoir / System)			gal (ℓ)	11.1 (42) / 19.6 (74)		
Fuel reservoir			gal (ℓ)	16.9 (64)		
Operating weight (Including operator's weight @ 165 lbs.)		Rubber Canopy / Cab	lbs. (kg)	9195 (4170) / 9500 (4310)	9545 (4330) / 9855 (4470)	9900 (4490) / 10210 (4630)
		Steel Canopy / Cab	lbs. (kg)	9350 (4240) / 9655 (4380)	9700 (4400) / 10010 (4540)	10055 (4560) / 10360 (4700)

* OPG (TOP Guard, Level I) in accordance with ISO10262 is equivalent in definition to FOPS (Falling Object Protective Structure).
The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty infomation. For your safety, Kubota strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt for almost all applications.

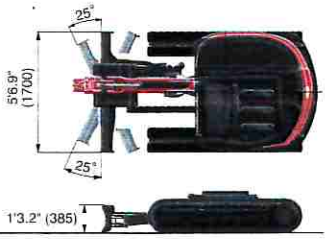
DIMENSIONS



6-in-1 Blade



Angle Blade



Unit: ft. in. (mm)

Kubota®

KUBOTA TRACTOR CORPORATION
1000 Kubota Drive, Grapevine, TX 76051 Tel 888-4 KUBOTA

Visit our web site at: KubotaUSA.com

©2019 Kubota Corporation



Kubota Genuine Parts for maximum performance, durability and safety

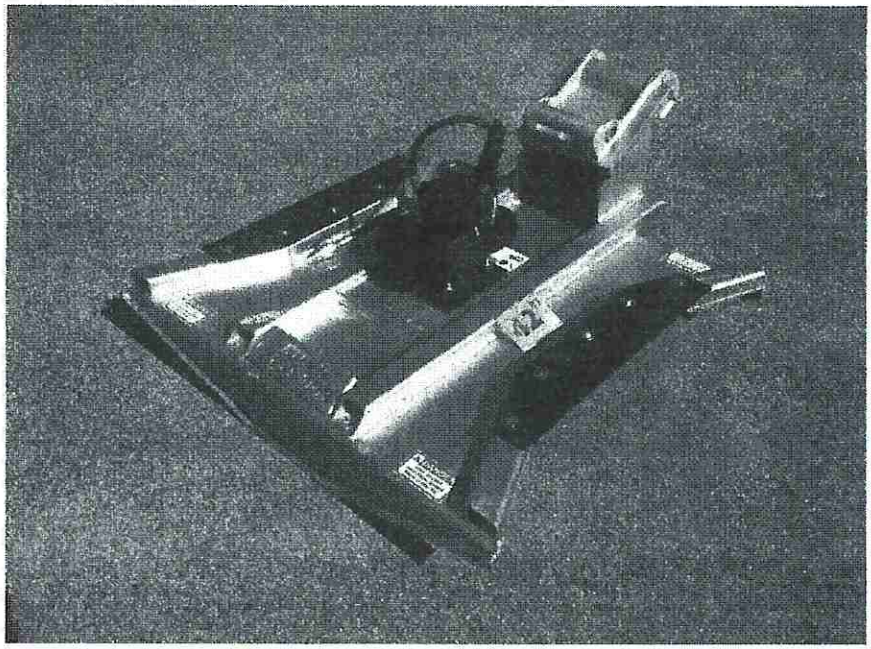




MX401-42SL

The Mini X Bushmaster creates a completely new market for your mini excavator. Hillsides that could only be reached with manual labor now can be cleared with your Mini X Bushmaster. Bank mowing, trail management and landscaping maintenance are a few examples of ideal applications. This attachment will become as common as your bucket.

Cutting Width: 42 in.
Cutting Capacity: 3 in.
Cutting Direction: Bi-Directional
Hydraulic Minimum: 10 gpm
Hydraulic Maximum: 18 gpm
Weight: 480 lbs.
Blade Carrier: Stump Jumper*
Deck: 1/4" Reinforced



Utility Vehicle and Turf Products

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
RTV Utility Vehicles	All Usage	Basic Standard Limited	24 Months or 1000 Hours (whichever occurs first)	Does not include any implement (see implement warranty)
Z100, ZG100, Z200, and T Series Mowers	All Usage	Basic Standard Limited	48 Months or 300 Hours (whichever occurs first)	Includes mower deck Kawasaki engine warranty administered by Kawasaki. Refer to Kawasaki warranty for detail
Z400 Series Mowers	Non-Commercial Home & Residential Use	Basic Standard Limited	48 Months or 500 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	24 Months	
Z700 Series Mowers	Non-Commercial Home & Residential Use	Basic Standard Limited	48 Months or 750 Hours (whichever occurs first)	
	Commercial Use	Basic Standard Limited	24 Months	
Z, ZG, ZD, and F Series Mowers Not Otherwise Listed	All Usage	Basic Standard Limited	24 Months	Includes mower deck; Except Z100, ZG100, Z200, Z400, Z700
SZ and W Series Mowers	All Usage	Basic Standard Limited	24 Months	
G, GR Series	Non-Commercial Home & Residential Use	Basic Standard Limited	24 Months or 1500 Hours (whichever occurs first)	Includes mower deck
	Commercial Use	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	

Construction Equipment

WARRANTY

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
SVL Compact Track Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
SCL Compact Utility Loaders	All Usage	Basic Standard Limited	12 Months or 1500 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
K, KX, U, and R Series	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	Rubber Tracks 12 Months or 1000 Hours (whichever occurs first)
SSV Skidsteer Loaders	All Usage	Basic Standard Limited	24 Months or 2000 Hours (whichever occurs first)	

Replacement Engine and Parts

Products Series	Usage Category	Unit/System Coverage	Coverage Period	Exclusion/Comment
Replacement Diesel Engines	All Usage	Basic Standard Limited	12 Months from purchase date	Or the remainder of applicable warranty, whichever is longer
Replacement Parts (Except listed wear items)	All Usage	Basic Standard Limited	6 Months from purchase date	Or the remainder of applicable warranty, whichever is longer
Replacement Wear Items	All Usage	Basic Standard Limited	90 Days from purchase date or 20 hours of use (whichever occurs first)	See Page 3 for List of Wear Items

For Earth, For Life

Kubota

KX

KUBOTA COMPACT EXCAVATOR

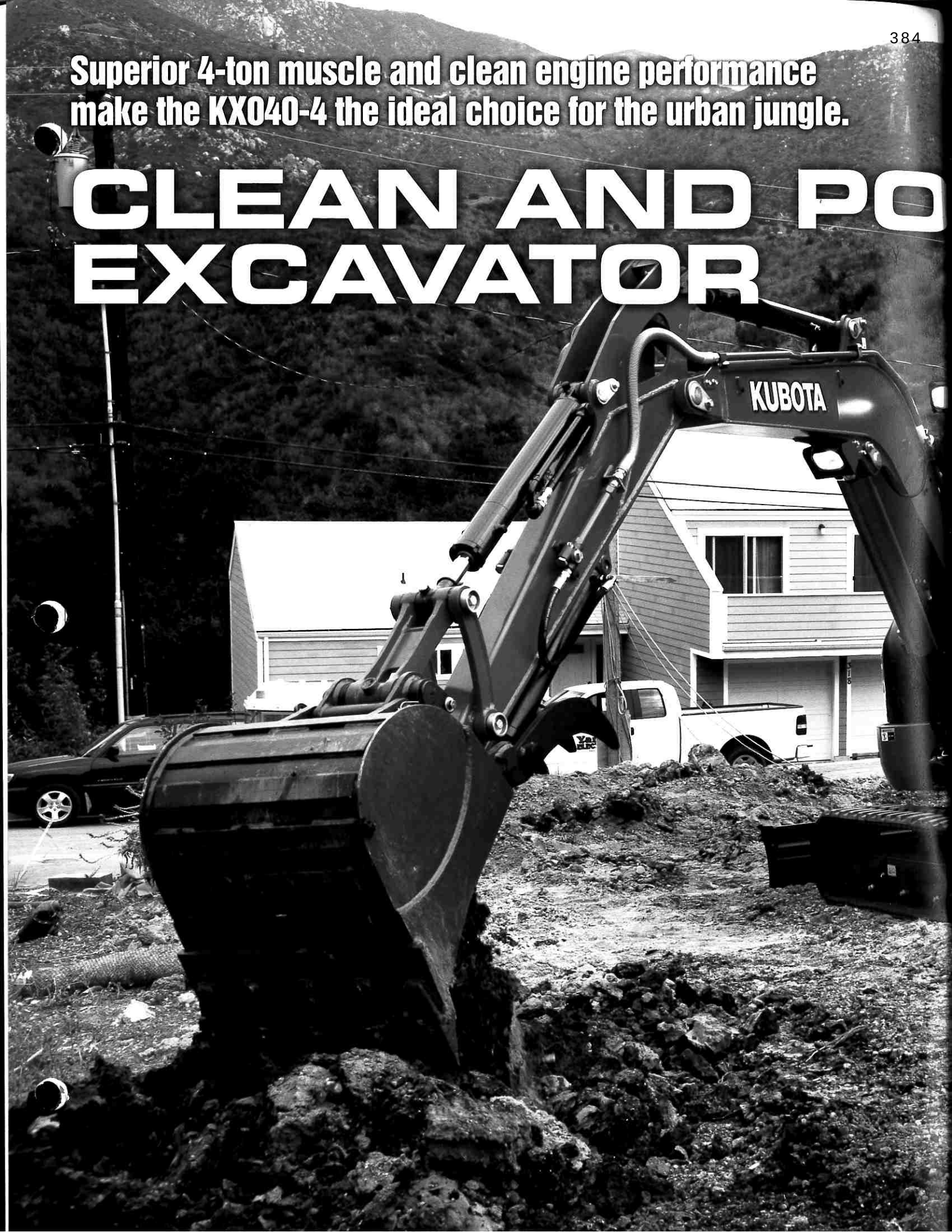
KX040-4

The superior compact excavator that combines exceptional strength and versatility with performance and user-friendly operation.



Superior 4-ton muscle and clean engine performance make the KX040-4 the ideal choice for the urban jungle.

CLEAN AND PO EXCAVATOR



WERFUL

Common Rail System and Diesel Particulate Filter (DPF) muffler

The Common Rail System (CRS) electronically controls the fuel injection timing and amount in stages rather than all at once for optimal combustion. The results are greater efficiency, better fuel economy and less engine noise. Its combination with the Exhaust Gas Recirculation (EGR) and Diesel Particulate Filter (DPF) Muffler reduces harmful emissions to make the KX040-4 Tier IV-compliant.

Automatic regeneration system

Kubota's original automatic regeneration system automatically burns accumulated particulate matter (soot) in the DPF muffler to keep the muffler clean for longer operation. For safety reasons, automatic regeneration can be turned off with the inhibit switch when the excavator is operating in areas that are prone to fires.



Introducing ECO PLUS

Kubota's original ECO PLUS prioritizes fuel economy, and supports the environment.

For tough digging applications, use Standard Mode and experience a 3% productivity improvement over the prior model and use less fuel, up to 12% less.

Activate Eco Mode with the flick of a switch for up to 9% fuel savings over Standard Mode.


Eco Mode Switch



Eco Mode Indicator

STANDARD MODE
• Improved Productivity • Lower Fuel Consumption
Compared to Prior Model



ECO MODE
• Focus on Lower Fuel Consumption
**Compared to Standard Mode*



DELUXE INTERIOR

The KX040-4 raises the standard in 4-ton excavator comfort with a spacious cab that rivals 5-ton excavators. The luxurious cab features a wider entrance, greater legroom and a deluxe seat. Operability is greatly enhanced with more easy-to-use features than ever before.

New spacious cab

Designed for greater comfort, the new large cab with a fully flat floor provides more legroom to minimise fatigue.

Easy-open front side window

Unlike many excavator windows, the front glass window of the KX040-4 opens with ease. Just flip the latches on the window sides and slide it up. A gas-assist mechanism makes this action almost effortless.







Wider entrance

The KX040-4's larger cab provides a much wider door and more ample foot space, to make getting on and off the excavator a breeze.



A. Deluxe suspension seat

Designed and engineered to fit better and to keep you working longer comfortably, Kubota's high-back suspension seat reduces strain and minimizes operator fatigue. It reclines to accommodate your individual posture, and offers weight compensation, firm and adjustable wrist support and retractable seat belts.

B. 2-speed travel switch



By placing the 2-speed travel switch on the dozer lever, dozing operations can be done faster and easier.

C. Cup holder

With the convenience of a bigger cup holder, you can quench your thirst and work longer without leaving the cab. Or store your cell phone. The charging port is located conveniently close by.

D. Wrist rest

A thoughtfully designed wrist rest enhances operation and reduces operator fatigue.

E. Air conditioning

The overall air circulation in the cab has been improved, thanks to a stronger cooling/heating unit and the positioning of six vents around the operator to offer better all-round comfort.



Fully flat floor

For added comfort, the cabin floor is completely flat for greater legroom and a more spacious feel.



SUPERIOR PERFORMANCE



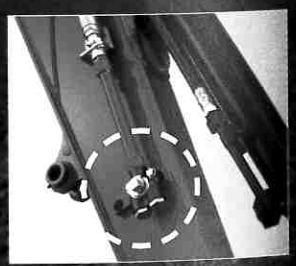
Proportional flow control of auxiliary circuit (AUX1/2) and maximum oil flow setting

The KX040-4 is available with a standard AUX1 and optional AUX2 auxiliary circuits. The convenient thumb-operated switch on the lever allows easy proportional flow control of the auxiliary circuit, while a forefinger-operated on/off switch enables simple operation of special applications that require a constant oil flow. The maximum oil flow setting is conveniently adjustable from the digital panel. Up to five flow rates corresponding to specific attachments can be programmed in the memory on the digital panel for easy retrieval for the next job.



AUX1 diverter valve

With the AUX1 diverter valve, the AUX oil supply can be changed without having to remove the thumb pipeline when the operator wants to use a hydraulic attachment.



Third line hydraulic return

When working with one-way hydraulic attachments, such as a breaker or brush cutter, the standard third-line hydraulic return system allows oil to flow directly back to the tank without running through the control valves. This contributes to less oil contamination, reduced back pressure, and greater oil flow efficiency.



Strong bucket breakout

Even when heavily loaded, the KX040-4 won't slow down, thanks to its powerful breakout force. With the pin-on or quick coupler bucket, the bucket breakout force is more than enough for even the toughest excavating jobs.

Thumb bracket and relief valves

The hydraulic thumb makes short work of a variety of loading and material handling jobs. The factory installed mount brackets and hydraulics significantly reduce the time needed to mount accessories.

Hydraulic 6-in-1 Blade Models

Kubota's hydraulic 6-in-1 Blade can be angled right and left, and now, tilted as well. This blade enables six different positions: neutral, float-up, left-end-up, right-end-up, left-end-forward and right-end-forward. This feature makes leveling and backfilling work incredibly easy, even on inclines and uneven terrain, making you more productive and more efficient.

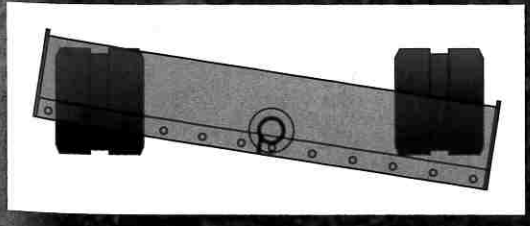
Tilt blade control

The 6–in-1 blade is a true productivity enhancer, and operation is now even more rewarding. Blade up, down, and float functions are the same as the previous model. Operate the rocker switch on top of the blade control to tilt the blade 10° up or down, and simply twist the control handle to angle the blade 25° left or right. Command all six functions simultaneously for more convenient control of landscaping, shaping, and backfilling jobs.



Superior width and tilt angle

This 5' 10.9"-wide blade stretches across the entire machine width, even when tilted. It can be tilted a generous 10 degrees right or left, allowing the operator to dig ditches easily when tilted on a flat surface.



Bolt-On cutting Edge (BOE)

The cutting edge protects the angle blade during heavy-duty dozing operations. The reversible cutting edge is devided into two sections to easily invert the edge for continued use.

Tie-down/lift points

The dozer blade's thick side plates impro the tie-down point's durability. Use them also as lifting points, along with the lifting point on top of the boom, for convenient 3-point crane lifting of the KX040-4.

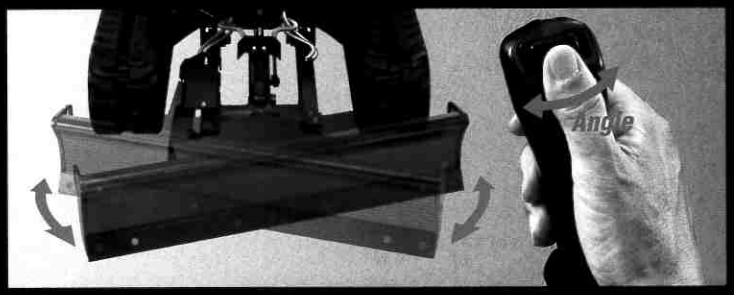
Angle Blade Models

FLOAT ANGLE BLADE

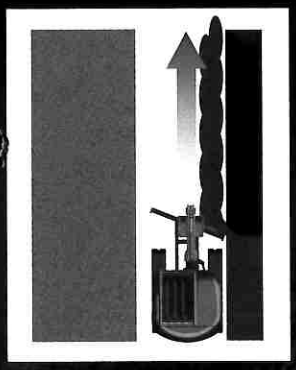
Save time and work more efficiently. With a simple movement of the blade lever, the hydraulic angle blade can be angled to the right or left to push soil to the side as the machine moves forward, eliminating the need for repetitive repositioning at right angles when backfilling trenches.

Angle Blade control

Simply operate the rocker switch on the top of the blade lever to angle the blade up to 25° left or right. Work more efficiently and save time pushing soil to the side as the machine moves forward. After backfilling, just travel backward along the covered trench with the dozer in the float position for a beautiful finish!

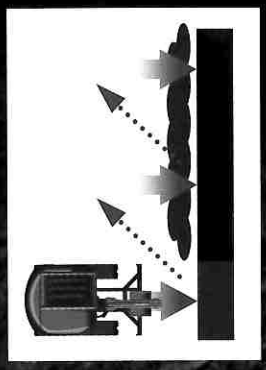


What makes our Angle Blade excavator so productive? Check it out.



With Angle Blade

Moving only in a forward direction one time, which is equivalent to a trencher backfilling its one side, the KX040-4 Angle Blade excavator backfills smoothly and efficiently.

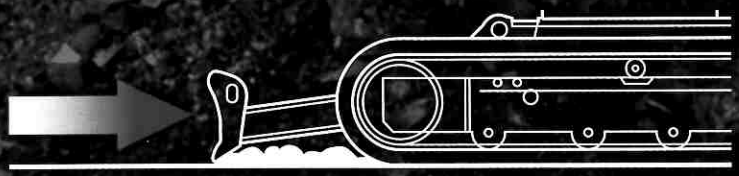


Without Angle Blade

Without the angle blade feature, time-consuming, repetitive repositioning at right angles to the trench is required.

Float position

The float function is a standard feature on the KX040-4. Ground finishing work can be completed quickly and simply without the need to adjust the dozer height. After backfilling, simply travel backwards along the covered ditch with the dozer in the float position.



Fully locked hydraulic system

An Engine Start Lockout System prevents the engine from starting when the safety levers are lowered. A Safety Lever Lockout System helps prevent unexpected excavator and attachment movement when entering or exiting the machine. An Auto House Parking Brake automatically locks the house in the position it was in when the engine was shut off, eliminating the need for a swing lock pin. It also makes the excavator more compact during transport and more secure when parked on an incline.



TPSS

The Two-Pattern Selection System positioned under the seat allows the operator to shift control styles conveniently while seated. A simple turn of a switch is all it takes to select between the ISO pattern and the SAE backhoe pattern.

The KX040-4 has the power and versatility to take on almost any task even in the toughest conditions. Combined with improved digging and lifting power, and smoother travel performance, it can get the job done right!



ROPS/OPG (TOP Guard, Level I) canopy and cabin

The OSHA-certified ROPS/OPG (Top Guard, Level I) canopy and cabin provide protection in the event of accidental rollovers and falling objects.

Auto idling system

Save fuel with Kubota's Auto Idle. When the control levers are in neutral for more than 4 seconds, the engine RPM automatically idles. Move any control lever and the engine RPM immediately returns. This innovative feature reduces noise and exhaust emissions while reducing operating costs.

Auto down shift

The auto down shift system enables automatic travel shift from high to low depending on traction effort and terrain. This gives smoother simultaneous operations when dozing and turning.

One-sided engine maintenance

Kubota has made routine maintenance extremely simple by consolidating primary engine components onto one side for easier access. Engine and other vital components can be inspected quickly and easily.

DPF muffler

Fuel filter

Alternator

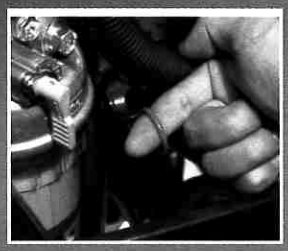
Fuel/water separator

Clean fuel is of paramount importance for our Tier 4 engines, so we have made it easy to check and drain accumulated water. The fuel/water separator has a clear bowl for easy visibility of accumulated water. Simply open the drain spout to remove accumulated water without having to open the filter assembly.

Starter motor



Engine oil gauge



Engine oil filter



MAINTENANCE

Although your Kubota excavator is state-of-the-art, its maintenance doesn't get much easier. Thanks to the full-opening rear and right side hoods, engine, control valves and various components are accessible for easy inspection and repair.

LASTING DURABILITY

Kubota has a reputation for quality products that are consistently reliable, offering operators an unrivaled level of confidence and peace of mind. Every component of the KX040-4 has been thoroughly engineered for a longer lifecycle, providing the power you demand and the durability you deserve.

Centralized swivel bearing lubrication

Grease ports for the swivel bearing, gear teeth, and swing cylinder pin are conveniently grouped on the front of the house.

Front pin bushings

To maximize durability, we've introduced bushings on all of the pivot points on the front attachment and connecting points on the swing bracket.



Protected cylinder hoses

The bucket cylinder hoses are located inside the arm. And the boom cylinder hoses are routed under the boom bottom.

Two-piece hose design

The two-piece hose connections for the dozer cylinder hoses simplify hose replacement and reduce downtime.



Dual element air filter

Excavators often operate in dusty conditions. To maintain outstanding engine durability, dual element air filters help ensure that only clean air enters the engine.



NEW DIGITAL PANEL



Following the excellence of Kubota's Intelligent Control System, the new digital panel puts convenience at the operator's fingertips. Featuring easier button operation, the user-friendly digital panel is positioned to the front right corner of the operator. This operator-facing wider display greatly improves visibility. With easier access, simpler settings, easy-to-read indicators and alerts, you'll always be aware of the excavator's functioning status.

A. Hour meter
B. Coolant temperature
C. Clock
D. Fuel level
E. Engine RPM



Operation history record

Operation history is automatically recorded on the KX040-4. You can trace back up to 90 days of the machine's usage dates by simply checking the built-in calendar.





Service mode



Warning mode



Operation history record



Max. oil flow setting (AUX1 and optional AUX2)

Automatic regeneration mode

The automatic regeneration system automatically burns particulate matter (soot) that accumulates in the diesel particulate filter (DPF) muffler. The soot is burned when the engine is operating at sufficient engine speed for regeneration. If the engine speed is lower than the required level for regeneration, the indicator requests an increase in the engine speed to keep the accumulation level low and the DPF clean. A service call or DPF filter replacement is required when the accumulated soot reaches a level that reduces the engine speed.







KX040-4 OPTIONS

STANDARD EQUIPMENT

Safety system
- Engine start safety system
- Travel motor with disc brake
- Swivel motor with disc brake
- All hydraulic control

Working equipment
- Auxiliary hydraulic circuit 1
- 2 working lights on cab and 1 light on the boom
- Dozer blade with float function
- Thumb bracket and relief valve

Operator's space
- ROPS/OPG (TOP Guard, Level I) canopy
- Weight-adjustable full suspension seat
- Retractable seat belt
- Hydraulic pilot control levers with wrist rests
- Travel levers with foot pedals
- Two pattern selection system
- Digital panel
- 12V power source
- Cup holder
- Horn

Engine/Fuel system
- Double element air filter
- Auto idling system
- Water separator with drain cock

Undercarriage
- 1'1.8" (350 mm) rubber track
- 1 × upper track roller
- 4 double-flange track rollers on each side
- 2-speed travel switch on dozer lever
- 2-speed travel with auto-shift

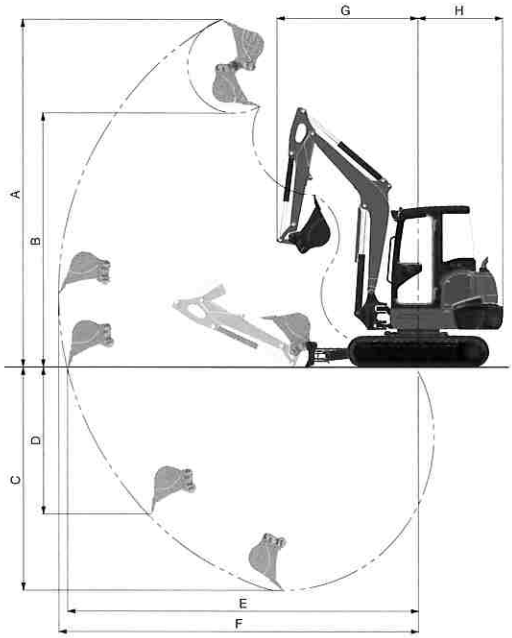
Hydraulic system
- 1-pump load sensing system
- Pressure accumulator
- Hydraulic pressure checking ports
- Straight travel circuit
- Third line hydraulic return
- Auxiliary switch (AUX1) on right control lever
- Adjustable maximum oil flow on auxiliary hydraulic circuits 1

Others
- Tool box
- Grease gun holder

OPTIONAL EQUIPMENT
- 6 in 1 blade with float function and BOE
- Angle blade with float function and BOE
- Cab with A/C
- Canopy lights
- Beacon lights
- 1'1.8" (350 mm) steel track
- Additional auxiliary hydraulic circuit 2 (adjustable max. oil flow control)
- Travel alarm
- Mirror kit
- Cab radio
- Hydraulic breaker
- Hydraulic thumb
- Pin-on and quick attach buckets

WORKING RANGE

	Model			KX040-4
A	Max. digging height		ft. in. (mm)	17'6" (5335)
B	Max. dumping height		ft. in. (mm)	12'9.5" (3900)
C	Max. digging depth		ft. in. (mm)	11'2.7" (3420)
D	Max. vertical digging depth		ft. in. (mm)	7'4.8" (2255)
E	Max. digging radius, at ground level		ft. in. (mm)	17'9" (5410)
F	Max. digging radius		ft. in. (mm)	18'2.1" (5540)
G	Min. turning radius	W/o swing	ft. in. (mm)	7'1.8" (2180)
		W swing	ft. in. (mm)	5'11.1" (1805)
H	Min. tail turning radius		ft. in. (mm)	4'3.2" (1300)

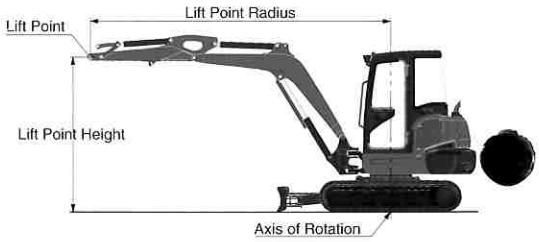


LIFTING CAPACITY

Cab rubber

LIFT POINT HEIGHT (ft)		LIFTING CAPACITY OVER-FRONT BLADE DOWN unit=1000 lbs			LIFTING CAPACITY OVER-SIDE unit=1000 lbs		
		LIFT POINT RADIUS (ft)			LIFT POINT RADIUS (ft)		
		8	12	14	8	12	14
	6	2.72	1.91	1.75	2.72	1.60	1.27
	4	3.54	2.13	1.86	2.76	1.55	1.25
	2	4.08	2.32	1.96	2.65	1.51	1.22
GL	0	4.25	2.43	2.01	2.60	1.48	1.21

Machine with cab and rubber crawler, without bucket, with standard blade

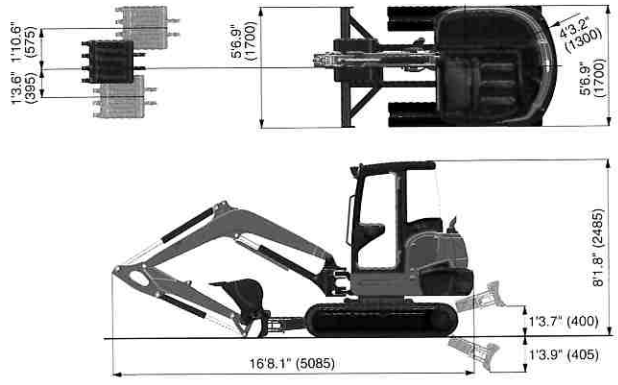


SPECIFICATIONS

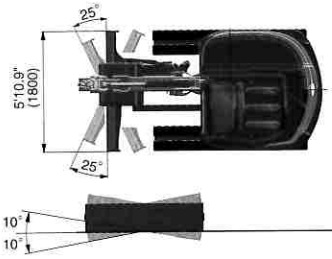
Model				KX040-4	KX040-4 Angle Blade	KX040-4 6-in-1 Blade
Type of ROPS / OPG (TOP Guard, Level I)*				Canopy / Cab		
Type of tracks				Rubber / Steel		
Engine	Model			Kubota D1803-CR-TE4		
	Output (SAE J1995 gross)		HP (kW) / rpm	40.4 (30.1) / 2200		
	Output (SAE J1349 net)		HP (kW) / rpm	38.9 (29.0) / 2200		
	Displacement		cu. in. (cc)	111.4 (1826)		
Dimensions	Overall length		ft. in. (mm)	16'8.2" (5085)		
	Overall height	Canopy / Cab	ft. in. (mm)	8'1.8" (2485) / 8'1.8" (2485)		
	Overall width		ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
	Min. ground clearance		in. (mm)	12.99" (330)		
Hydraulic system	Pump capacity		GPM (ℓ/min)	24.4 (92.4)		
	Auxiliary hydraulic flow	AUX1 / AUX2	GPM (ℓ/min)	17.2 (65) / 9.8 (37)		
	Max. breakout force	Bucket / Arm	lbf. (kgf)	9535 (4325) / 4112 (1865)		
Drive system	Travel speed	Low / High	mph (km/h)	1.8 (2.9) / 3.1 (5.0)		
	Max. traction force	Low speed	lbf. (kgf)	9747 (4420)		
	Tumbler distance		ft. in. (mm)	5'7.3" (1710)		
	Crawler length		ft. in. (mm)	7'1.6" (2175)		
	Shoe width		ft. in. (mm)	1'1.8" (350)		
	Ground contact pressure	Rubber Canopy / Cab	psi (kPa)	4.53 (31.2) / 4.68 (32.3)	4.70 (32.4) / 4.86 (33.5)	4.87 (33.6) / 5.02 (34.6)
		Steel Canopy / Cab	psi (kPa)	4.61 (31.8) / 4.76 (32.8)	4.78 (33.0) / 4.93 (34.0)	4.95 (34.1) / 5.10 (35.2)
Swing system	Unit swing speed		rpm	9.2		
	Boom swing angle	Left / Right	degree	70 / 55		
Blade	Dimensions	Width	ft. in. (mm)	5'6.9" (1700)		5'10.9" (1800)
		Height	ft. in. (mm)	1'1.8" (350)	1'3.2" (385)	
	Max. lift above ground		ft. in. (mm)	1'3.7" (400)	1'4.5" (420)	1'4.9" (430)
	Max. drop below ground		ft. in. (mm)	1'3.9" (405)	1'8.1" (510)	1'8.9" (530)
	Angle	Left / Right	degree	-	25 / 25	
		Tilt	degree	-		10 / 10
Hydraulic oil (Reservoir / System)			gal (ℓ)	11.1 (42) / 19.6 (74)		
Fuel reservoir			gal (ℓ)	16.9 (64)		
Operating weight (Including operator's weight @ 165 lbs.)		Rubber Canopy / Cab	lbs. (kg)	9195 (4170) / 9500 (4310)	9545 (4330) / 9855 (4470)	9900 (4490) / 10210 (4630)
		Steel Canopy / Cab	lbs. (kg)	9350 (4240) / 9655 (4380)	9700 (4400) / 10010 (4540)	10055 (4560) / 10360 (4700)

* OPG (TOP Guard, Level I) in accordance with ISO10262 is equivalent in definition to FOPS (Falling Object Protective Structure).
The company reserves the right to change the above specifications without notice. This brochure is for descriptive purposes only. Please contact your local Kubota dealer for warranty infomation. For your safety, Kubota strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt for almost all applications.

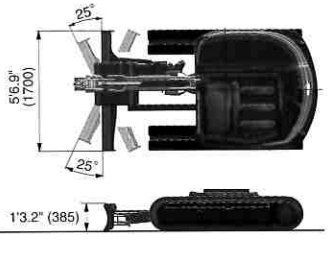
DIMENSIONS



6-in-1 Blade



Angle Blade



Unit: ft. in. (mm)

Kubota®

KUBOTA TRACTOR CORPORATION
1000 Kubota Drive, Grapevine, TX 76051 Tel 888-4 KUBOTA

Visit our web site at: KubotaUSA.com

©2019 Kubota Corporation



Kubota Genuine Parts
for maximum performance, durability and safety



Cat. No.8885B-01-US Printed in Japan '19-12D. ◁▷. 15

*N/A.
JW

IF SUBMITTING BID FOR EQUIVALENT/ALTERNATIVE ITEM, INSERT ITEMIZED COMPARISON(S) HERE

Certificate of Buy American Compliance for Manufactured Products

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States. In accepting AIP funding, grant recipients must certify that all steel or manufactured products used on any portion of the AIP-funded project are produced in the United States and are of 100 percent U.S. materials.
Under 49 U.S.C. § 50101(b), the FAA has the authority to waive these Buy American Preferences if certain market or product conditions exist. These are:

- Applying the Buy American Preferences would be inconsistent with the public interest;
- The steel or goods produced in the U.S. are not produced in a sufficient and reasonably available amount or are not of a satisfactory quality;
- When the cost of components and subcomponents produced in the U.S. is more than 60 percent of the cost of all components of the facility or equipment procured and final assembly occurs in the United States; or
- Including domestic material will increase the cost of the overall project by more than 25 percent.

49 U.S.C. § 50101 also prohibits fraudulent use of "Made in America" labels, "a person shall not intentionally affix a label bearing the inscription of "Made in America", or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101 by selecting one of the following certification statements. These statements are mutually exclusive.

Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

---OR---

☑ Bidder or offeror hereby certifies that it cannot comply with 49 USC 50101 by, however it may be eligible for an exemption by the FAA.

4/28/21 Kyle Lee
Signature / Date

Government Sales
Title

Bellemont Tractor Co.
Company / Offeror

(IFB 21-023/JW)
IFB/RFP/RFQ number

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Kyle Lee

Signature of Contractor's Authorized Official

Kyle Lee Government Sales

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

4/28/21

Date

Bidder: Complete & Return this Form with Offer.

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Beaumont Tractor Co.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **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?

☐ Yes ☐ 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?

☐ Yes ☐ 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Kyle Lee
Signature of vendor doing business with the governmental entity

4/28/21
Date

Adopted 8/7/2015

Bidder: Complete & Return this Form with Offer.

Local Government Officer
Conflicts Disclosure Statement – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

Note: This Form is for Office Use Only.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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

Kyle Lee
Printed Name of Authorized Representative

Kyle Lee
Signature

Government Sales
Title

4/28/21
Date

Bidder: Complete & Return this Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Beaumont Tractor Co. HUB: p Yes (p No)

Address: 4430 College St. Beaumont Tx. 77707
Street City State Zip

Phone (with area code): 409-866-3360 Fax (with area code): 409-866-5884

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Kyle Lee	Kyle Lee	4/28/21
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

<u>Bidder</u>: Complete & Return this Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): KYLE LEE

Title: GOVERNMENT SALES

Signature: Kyle Lee

Date: 4/28/21

E-mail address: KYLE@PEALEMONTTRACTOR.COM

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

Name (print or type): PAULA ADAMS

Title: ACCOUNTS REC.

Date: 4/28/21

E-mail address: ACCOUNTING@PEALEMONTTRACTOR.COM

Bidder: Complete & Return this 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 Beaumont Tractor Co. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	76-0452736
Company Name submitting bid/proposal:	Beaumont Tractor Co.
Mailing address:	4430 College St. Beaumont, Tx. 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

Bidder: Complete & Return this Form with Offer.

House Bill 89 Verification

I, Kyle Lee, the undersigned representative of (company or business name) Beaumont Tractor Co. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Kyle Lee
Signature of Company Representative

5/11/21
Date

On this 11 day of May, 2021, personally appeared Kyle Lee, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal
PAULA ADAMS
My Notary ID # 10923094
Expires May 23, 2021

Paula Adams
Notary Signature

5/11/2021
Date

Bidder: Complete & Return this Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Beaumont Tractor Co.
Company Name

(IFB 21-023 / JW)
IFB/RFP/RFQ number

Certification check performed by:

Amey West Asst. Purchasing Agent
Purchasing Representative

June 2, 2021
Date

Bidder: Complete & Return this Form with Offer.

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808

June 2020

Company Name	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	ID000000002241186	GB00BFXWHQ29
DNB ASA	ID000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD.		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	ID000000002228977	XS1217882171
SAMPENSION KP LIVSFORSIKRING A/S	ID000000002708138	DK0011163715

2020 List of Companies Engaging in Scrutinized Business Operations in Sudan
Chapter 2270 of the Texas Government Code

Company Name	ISIN

The United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017. As such, the U.S. Sudanese Sanctions Regulations were amended by the U.S. Office of Foreign Assets Control and authorize all transactions previously prohibited by the Regulations and Executive Orders 13067 and 13412, effective as of January 17, 2017.

However, the changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations (31 C.F.R. part 546) or Executive Orders 13400 or 13664. Accordingly, the Comptroller's office will continue monitoring for companies that meet the pertinent statutory definition of a scrutinized Company, i.e., companies that have been complicit in the Darfur genocide during any preceding 20-month period.

Updated November 2020

2020 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
ENEOS Holdings, Inc. f/k/a JXTG Holdings Inc	JP3386450005
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
RELX PLC	GB00B2B0DG97
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

Updated November 2020

Designated Foreign Terrorist Organizations June 2020

Pursuant to Texas Government Code Chapter 2270

Organization	Organization
Abdallah Azzam Brigades (AAB)	ISIL-Khorasan (ISIL-K)
Abu Sayyaf Group (ASG)	ISIS-Bangladesh
Al-Aqsa Martyrs Brigade (AAMB)	ISIS-Greater Sahara
al-Ashtar Brigades (AAB)	ISIS-Philippines
al-Mulathamun Battalion (AMB)	ISIS-West Africa
al-Nusrah Front	Islamic Jihad Union (IJU)
al-Qa'ida (AQ)	Islamic Movement of Uzbekistan (IMU)
Al-Qa'ida in the Indian Subcontinent	Isalamic Revolutionary Guard Corps (IRGC)
al-Qa'ida in the Arabian Peninsula (AQAP)	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
al-Qaida in the Islamic Maghreb (AQIM)	Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
al-Shabaab	Jaish-e-Mohammed (JEM)
Ansar al-Dine (AAD)	Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Ansar al-Islam (AAI)	Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Ansar al-Shari'a in Benghazi	Jemaah Anshorut Tauhid (JAT)
Ansar al-Shari'a in Darnah	Jemaah Islamiya (JI)
Ansar al-Shari'a in Tunisia	Jaysh al-Adl (formerly Jundallah)
Ansaru	Kahane Chai (Kach)
Army of Islam (AOI)	Kata'ib Hizballah (KH)
Asa'b Ahl al-Haq (AAH)	Kurdistan Workers Party (PKK, aka Kongra-Gel)
Asbat al-Ansar (AAA)	Lashkar i Jhangvi (LJ)
Aum Shinrikyo (AUM)	Lashkar-e Tayyiba (LeT)
Basque Fatherland and Liberty (ETA)	Liberation Tigers of Tamil Eelam (LTTE)
Boko Haram	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Communist Party of the Philippines/New People's Army (CPP/NPA)	National Liberation Army (ELN)
Continuity Irish Republican Army (CIRA)	Palestine Islamic Jihad (PIJ)
Gama'a al-Islamiyya (Islamic Group - IG)	Palestine Liberation Front (PLF)
HAMAS	PFLP-General Command (PFLP-GC)
Haqqani Network (HQN)	Popular Front for the Liberation of Palestine (PFLP)
Harakat ul-Jihad-i-Islami (HUJI)	Real Irish Republican Army (RIRA)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)	Revolutionary Armed Forces of Colombia (FARC)
Harakat ul-Mujahidin (HUM)	Revolutionary People's Liberation Party/Front (DHKP/C)
Hizballah	Revolutionary Struggle (RS)
Hizbul Mujahideen (HM)	Shining Path (SL)
Indian Mujahedeen (IM)	Tehrik-e Taliban Pakistan (TTP)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)	

Source: U.S. Department of State https://www.state.gov/foreign-terrorist-organizations/

List of Scrutinized Companies with ties to Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270

June 2020

Company Name	ISIN
No Companies Identified	

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Kyle Lee (name), who

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

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

for Beaumont Tractor Co. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Beaumont Tractor Co (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: N/A

Fax: _____ Telephone# _____

by: _____ (print name) Title: _____

Signature: Kyle Lee

SUBSCRIBED AND SWORN to before me by the above-named Kyle Lee on

this the 11 day of May, 2021.

PAULA ADAMS
My Notary ID # 10923094
Expires May 23, 2021

Paula Adams
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

CONTRACT

PROFESSIONAL ENGINEERING SERVICES

PART I: AGREEMENT

THIS AGREEMENT, entered into this 8th day of June 2021, by and between the COUNTY OF **Jefferson, Texas** hereinafter called the "County", acting herein **by Jeff R. Branick, Jefferson County Judge** here unto duly authorized, and **Dannenbaum Engineering Corporation** hereinafter called "the Contractor" and/or "DEC", acting herein by **Wayne G. Ahrens, Chief Operating Officer.**

WITNESSETH THAT:

WHEREAS, **the County of Jefferson, Texas** desires to implement/complete the following:

Drainage Improvements at Taylor's Bayou to Widen the Width of Taylor's Bayou and Replace the Highway 124 Bridge. Whereas the County desires to engage **Dannenbaum Engineering Corporation** to render certain **Engineering Design Services** in connection with this Taylor's Bayou Drainage Improvement Project, Contract Number 20-051/JW. (Funding provided by the Texas General Land Office / Contract No. 20-065-121-C408).

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**
   The Contractor will perform the services set out in Part II, Scope of Services.

2. **Time of Performance**
   The services of the Contractor shall commence per the County's issuance of a Notice to Proceed. In any event, all of the services required and performed hereunder shall be completed no later than 6 months after Notice to Proceed, dependent on TxDOT review periods.

3. **Local Program Liaison**
   For purposes of this Contract, The Jefferson 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.

4. **Access to Records**
   The Texas General Land Office, 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 Engineering Services award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Engineering Services contract with Dannenbaum Engineering Corporation.

5. **Retention of Records**
   The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

6. **Compensation and Method of Payment**
   The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $365,512.73. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. **Indemnification**

The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the

Contractor's negligent acts or omissions of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the GLO contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. **Miscellaneous Provisions**

a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. **Extent of Agreement**

This Agreement, which includes Parts I-IV, [*and if applicable,* including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

The executed agreement documents shall consist of the following components:

a. **This Professional Services Agreement Document (pgs. 1-10) and (EXHIBIT A, and EXHIBIT B)**
b. **RFQ Specifications for the Project (with a Revised Scope of Services for this Project to include Engineering Design Services only.)**
c. **Addendum No. 1 to Specifications**
d. **Signed Copy of Contractor's RFQ Response.**

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____ **DATE:** June 8, 2021

Jeff R. Branick, Jefferson County Judge

BY: Wayne G Ahrens **DATE:** May 27, 2021

AUTHORIZED REPRESENTATIVE
Dannenbaum Engineering Corporation

Wayne G. Ahrens, P.E.
PRINTED NAME

ATTEST: _____ **DATE:** 6/8/21

Theresa Goodness, Interim County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACT

PROFESSIONAL ENGINEERING SERVICES
PART II: SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Awarded firms shall be responsible for the performance of all required Engineering Design Services as described within the bid specifications, addenda, and appendices for this project. All submitted responses shall be for principal firms and may include subcontractors.

A description of services that may be utilized under this RFQ includes but is not limited to:

All-project related Engineering Design Services to the County for drainage improvements at Taylor's Bayou to Widen the width of Taylor's Bayou and Replace of the Highway 124 bridge; as described in the documents included in **EXHIBIT A** to this contract document:

- **Scope of Work Introduction Letter (Pages A.1 - A.2)**

- **Scope of Work Document (Pages A.3 – A.12)**

- **Proposed Subcontractor Documentation:**
  - **LJA Surveying (A.13 – A.15)**
  - **Tolunay-Wong Engineers (A.16 – A.22)**
  - **Projeplan Engineering Services (A.23 – A.31)**

CONTRACT

PROFESSIONAL ENGINEERING SERVICES
PART III: PAYMENT SCHEDULE

County shall reimburse **Dannenbaum Engineering Corporation** for **Engineering Design Services** provided and as described within this contract document and bid specifications, as described in the documents included in **EXHIBIT B** to this contract document:

- **Engineering Fee Estimate (Pages B.1 – B.8)**
- **Rate Schedule (Page B.9)**

PROFESSIONAL ENGINEERING SERVICES
PART IV: TERMS AND CONDITIONS

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the County.** 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.

   [Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. **Changes.** The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief 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 Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. 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.

5. **Personnel.**
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Assignability.** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. **Reports and Information.** The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. **Records and Audits.** The Contractor shall ensure the submission of fiscal records and supporting documentation for all expenditures of funds made under this contract to the County; in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

   a. **Findings Confidential**. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

   b. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

   c. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. **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 the GLO award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor 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 Engineering Services award between Dannenbaum Engineering Corporation and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the Engineering Services award between Dannenbaum Engineering Corporation and the County or this Agreement. 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 GLO award between GLO 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.

10. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Contractor certifies, by entering into this Agreement, 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 Agreement 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."

Federal Civil Rights Compliance.

11. **Equal Opportunity Clause (applicable to federally assisted construction 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.

12. **Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.**

13. **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.

14. **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.

15. **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:]

16. **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 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 Agreement 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 Agreement. 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 Agreement 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).

EXHIBIT A

DEC ENGINEERING EXCELLENCE

EXHIBIT A: PAGE A.1

DE Corp.
3100 West Alabama
Houston, Texas 77098
(713) 520-9570

May 17, 2021

Jefferson County Engineering Department
Attn: Ms. Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Re: Taylor's Bayou Drainage Improvements (RFQ 20-051/JW)
Revised Scope of Work and Design Costs

Dear Ms. Clark:

Please find attached the following documents:

- Revised Dannenbaum Engineering Scope of Work
- Revised Dannenbaum Engineering Design Costs
- Revised Subconsultant Proposals (LJA Survey, Tolunay-Wong Engineers, and ProjePlan Engineering Services)

These have been revised as per our conversations with Jamey West on 5/10/21 and 5/13/21. The scope of work has been divided into 2 Parts:

- Part 1 - Preliminary Engineering
- Part 2 - Final Design (PS&E)

The proposal has been crafted to match the required TxDOT submissions of 30%, 60%, 90% and 100%. Preliminary Engineering is considered 30%.

Our Subconsultants include:

- LJA Surveying - Field Surveying / ROW
- Tolunay-Wong Engineers - Geotechnical / Material Testing
- ProjePlan Engineering Services - Section 3 Consultant - Constructability Reviews

As per our understanding with the County:

- The County will handle the environmental requirements of the project.
- The geotechnical portion will be prepared for only what's needed for the bridge design as per TxDOT requirements.
- We will use the Drainage District 6 H&H model to determine the bridge opening size and low chord height.

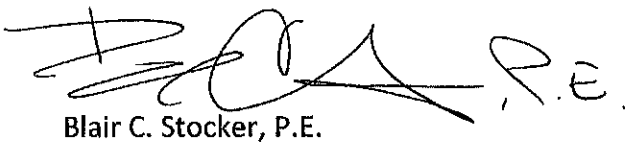
The RFQ indicated the design period to cover 5 months and we agree to complete the design in that time frame. However, if we have to abide by TxDOT review times, this could be problematic.

EXHIBIT A: PAGE A.2

We will proceed at the County's direction. Since this is an aggressive schedule, we will need to start tasks such as surveys and geotechnical simultaneously. To meet this aggressive schedule, it is our intent to keep open communication with the County's representatives and to ensure decisions are made quickly without delay. Upon Notice to Proceed (NTP), we will develop a detailed project schedule. One of the main items to get approved early in the project is the Detour Plan. The team will develop a preliminary plan and submit to the County for concurrence.

Thank you for this opportunity to serve the County and we look forward to working with your staff on this interesting project.

Sincerely,



Blair C. Stocker, P.E.
Senior Project Manager
(713) 527-6367 - Office
(281) 731-4338 - Mobile

xc: Nick Bokaie (DEC)
Chris Sallese (DEC)
File Management (DEC)

Taylor Bayou Drainage Improvements
Jefferson County
EXHIBIT A: PAGE A.3 Scope of Work

Preliminary Engineering, Final Design, Bid Phase and Construction Phase Services
Dannenbaum Engineering Corporation (DEC)
Revised: May 25, 2021

PART 1 - Preliminary Engineering

This part includes preparation of the preliminary design of Taylor's Bayou Drainage Improvements and replacement of the SH 124 bridge over Taylor's Bayou to a 30% level to support the preparation of the environmental documents. Included in this work is field survey, preliminary roadway design (Plan & Profile), utilities, preliminary geotechnical, preliminary drainage, preliminary construction costs and the Preliminary Engineer's Report (PER). The following tasks describe each work task and their deliverables. This work is based on the information contained in the RFP for this project.

Section 1.0: Mapping/Field Surveys

This work will be performed by our subconsultant LJA Engineering, Inc. (LJA) and includes topographic field survey, DTM/contours, utility research/field pick-up, and borehole locations. Please refer to LJA proposal dated February 25, 2021 (attached) for their detailed scope.

DEC will coordinate with LJA during the field work and subsequent mapping development to ensure consistency and accuracy of the mapping end product and the Digital Terrain Model (DTM). LJA's access to properties will be facilitated by Right to Enter letters provided by DEC.

Deliverables - Topography, DTM, Utility Locations (horizontal locations), ROW Information

Section 2.0: Preliminary Roadway Design

This work includes the development of the Plan and Profile based upon the preliminary opening size provided to DEC by Drainage District (DD) 6. DEC will develop their preliminary plan and profile from their Bentley Open Roads model using the DTM prepared by LJA and typical sections developed by DEC. The Typical Sections will be based on TxDOT criteria for two lane, rural arterials.

DEC will prepare a preliminary title sheet and index sheet. DEC will coordinate with Jefferson County on use of Jefferson County standard sheet borders and title sheet (Jefferson to provide). In the event Jefferson doesn't have any sheet borders DEC will utilize one of their standard borders and provide to Jefferson for concurrence. Once a final plan/profile is established DEC will submit the plans to the County for review and concurrence. Cross Sections will be developed in Part 2, Final Design.

Deliverables - Preliminary Title Sheet; Index (1 Sht.); Preliminary 30% Alignment (Plan/Profile) with ROW Lines (2 Shts., 40 scale); typical sections (2 Shts.)

EXHIBIT A: PAGE A.4

Section 3.0: Preliminary Design - Utilities

DEC will develop the utility matrix with input from LJA to aid in their utility work. DEC will update the matrix with the information provided from LJA regarding the location and size of each utility. The updated information will be acquired through One Call. For the purposes of this proposal we assume 6 utilities will be contacted and information acquired. Acquired information and LJA's related field work will be placed on a utility plan to be developed during final design.

DEC will provide the utility matrix to the County for review and concurrence. Due to the rural nature of the project and limited utilities, Subsurface Utility Engineering (SUE) is not included in this project scope of work. If during the preliminary investigation we find there is more complexity to the existing utilities than anticipated, SUE will be requested to be added to the project.

Deliverables - Utility contact matrix; utility coordination documentation

Section 4.0: Preliminary Design – Geotechnical

This work to be performed by our subconsultant Tolunay-Wong Engineers, Inc. (TWE) includes review of site data, preparation of a boring plan, drilling of proposed borings and development of geotechnical recommendations for drilled shafts/driven piles and global stability. The site data and boring plan will be provided to DEC during Part 1. Refer to TWE Engineering proposal dated February 25, 2021 (attached) for their detailed scope.

DEC will add boring locations to roadway plan. TWE will provide the boring plan to LJA for field survey of boring locations. TWE will provide boring logs to DEC to be placed on plan sheets. DEC will submit to the County for review and concurrence the boring plan and preliminary geotechnical recommendations

Deliverables - Boring plan, boring logs, field survey of borings, preliminary geotechnical recommendations

Section 5.0: Preliminary Right of Way

For the purposes of this proposal DEC assumes there will be no property impacts/purchases and the project will be built within existing road or bayou Right of Way. DEC will develop ROW lines and property lines from information obtained by LJA such as tax maps and online property information. DEC's preliminary review of the project shows 6 parcels owned by 4 property owners surrounding the bridge site. Right of Entry (ROE) letters (assume 4) will be prepared by the County.

Deliverables - Update of ROW matrix

Section 6.0: Preliminary Drainage Design

As per DEC's understanding, we will use the existing DD6 H&H model to develop bridge opening size and low chord elevation. DEC will provide no H&H modeling or design including CLOMR & LOMR.

Preliminary Drainage Plan and Profile - DEC will prepare the preliminary Drainage Plan and Profile sheets using the approved vertical and horizontal alignment prepared in Section 2. This plan will be prepared using our Bentley Geopak drainage program. At this stage the inverts and other drainage details will not be provided. It is assumed we'll use mainly ditches to drain the new pavement.

Deliverables – Preliminary Drainage Plan and Profile (2 Shts. @ 40 scale)

Section 7.0: Environmental

The County will prepare the environmental requirements for this project.

Deliverables – None

Section 8.0: Preliminary Bridge Design

This work includes the following:

- Preliminary Bridge Layout Review (PBLR) – DEC will prepare the PBLR for the SH 124 bridge following TxDOT requirements.

Deliverables – PBLR to include:
- *Plan, Profile, and Typical Section*
- *Bore hole locations*
- *Hydraulic data*
- *Span arrangement*

Section 9.0: Preliminary Construction Costs/Quantities

This work includes the development of preliminary quantities and construction cost estimate. DEC will use TxDOT unit costs for most items supplemented by historic project cost data and Jefferson County historical cost data from recent projects. DEC will document all quantities and how they were calculated and also provide a summary of the quantities and cost estimate for review and concurrence by the County. Quantity Summary sheets will not be provided at this time.

Deliverables - Quantity Summary and Construction Cost Estimate

EXHIBIT A: PAGE A.6

Section 10.0: Preliminary Engineer's Report

This section includes the preparation of the Preliminary Engineers Report (PER). This report will include an executive summary, project design parameters, project challenges, a summary of preliminary design, utility coordination, preliminary design drawings, environmental reports (if available to be provided by the County), site photographs and preliminary construction costs.

This document will be submitted to the County for review and concurrence at the end of Preliminary design. Upon acceptance of this report, Preliminary Engineering will end and final design will commence.

Deliverables - PER with attachments

Section 11.0: QA/QC

This task includes performing a QA/QC review on all the preliminary engineering plans (assume 10 shts.) and the PER, using Dannenbaum's Transportation Department's QA/QC Plan. The review will be lead by our Department QA/QC Manager. Documentation of the review will be provided on request by the County.

Deliverables - QA/QC Reviewed Plans (provided upon request)

EXHIBIT A: PAGE A.7

PART 2 - Final Design

This part includes preparation of the Final Design of Taylor Bayou Drainage Improvement project to a 100% Plans, Specs and Estimates (PS&E) level to take the project into the bidding phase. Included in this work is field surveys updates, Roadway Design, utilities, geotechnical Engineering, Final Drainage Design, Traffic Control, Signing/Pavement Marking, SWP3 Plans, Landscaping/Planting, Quantities/Construction Costs, Preparation of the PS&E Package including Project Manual and project management. This work is based on the approved Preliminary Engineering plans prepared under Part 1.

Section 1.0: Field Surveys

This work will be performed by our subconsultant LJA and includes required updates to the project survey and locate drilled borehole locations. Please refer to LJA proposal dated February 25, 2021 (attached) for detailed scope.

DEC will coordinate with LJA during the field work and subsequent mapping updates as necessary to ensure consistency and accuracy of the mapping end product and the Digital Terrain Model (DTM). DEC will place the boring locations on the roadway plans.

Deliverables – Field Survey Updates, updated DTM (as necessary), borehole locations

Section 2.0: Roadway Design

This work includes the preparation of the final roadway design including 60, 90 and 100% submissions and will be based on the approved design detailed in the Preliminary Design task (30%) and will include the following:

Plan Description	No. of Sheets	Notes
Title	1	Based on approved preliminary Title
Index	1	
General Notes	5	
Summary of Quantities	7	
Typical Sections	2	
Project Layout	1	200 scale
Plan and Profile	2	Based on 30% Plan/Profile
Driveway Adjustments	2	Anticipated 2 driveway adjustments
Demolition Plans	2	40 scale
Standard Drawings	160	Throughout Plan set
TCP	4	Includes 100 scale detour plan
SPM	3	
SW3P	4	

Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work

EXHIBIT A: PAGE A.8

Plan Description	No. of Sheets	Notes
Boring Location Plan	1	100 scale (by TWE)
Boring Logs	3	2 Boring Logs per Sheet (by TWE)
Cross Sections	33	40 Sections/2 sections/sht.; 13 sections/ 1 section/sht.

This work will be based on the approved 30% design developed in Preliminary Engineering, TxDOT and AASHTO design criteria, standard details and specifications as supplemented by Jefferson County requirements. DEC will use the Open Roads 3D model prepared in preliminary engineering that was based on the DTM provided by LJA to develop the final design plan and profile sheets. The DTM will be updated by LJA as necessary as the design proceeds and additional field conditions are uncovered.

DEC anticipates 2 driveway adjustments. The driveway design will follow TxDOT criteria for driveway adjustments. DEC will insert into the PS&E plan set boring location plans at 100-scale and boring log plans both prepared by TWE. The locations will be provided by LJA after they survey the actual boreholes and the boring logs will be provided by TWE.

The cross sections will be prepared from the Open Roads model created in the preliminary stage and will be developed in accordance to TxDOT criteria for preparation of roadway plans and cross sections. DEC anticipates 40 cross sections at 10 scale anticipating 2 sections per sheet and 13 Sections @ 10 scale anticipating 1 per sheet. This includes both SH 124 and Taylor's Bayou.

Deliverables - Title Sheet; Index (1 sht.); General Notes (5 Shts.), Typical Sections (2 Shts.), Project Layout (1 Sht. @ 200 scale), Plan/Profile Sheets (2 Shts., 40 scale); Driveway Adjustments (2 Shts.), Demolition Plans (2 Shts. @ 40-scale), Standard Drawings (160 Sshts.), TCP (4 Shts. @ 100 scale); SPM (2 Shts @ 100 scale; SW3P (4 Shts. @ 40 scale); Boring Plan (1 Sht. @ 100 scale), Boring Logs (3 Shts.), Cross Sections (33 Shts. @ 10 scale)

Section 3.0: Final Utilities

This work includes the continued coordination with the utility companies impacted by the project and preparation of Utility Plans. The utility plans will include the location of each utility provided by the utility companies, both horizontally and vertically and will be prepared at 40-scale using the final alignment design developed under Section 2, Roadway Design. As noted in Part 1, SUE is not included in this proposal. However, as noted if it is determined SUE may be needed, we will request it be added to the project. The utility location information will be gleaned from the utility companies. The utility plan will start with the utility information gathered during preliminary engineering. As per TxDOT requirements, one utility meeting will be held.

Deliverables - Utility Plans (4 Shts. @ 40 scale), Utility Contact Matrix updates, & Utility coordination

Section 4.0: Geotechnical Final Design

This work includes testing, analysis, preparation of the Geotechnical Engineering Report (GER) and boring logs. This work will be performed by TWE (refer to attached detailed scope of work dated February 25, 2021). DEC will provide coordination with TWE during final design regarding pavement thicknesses, ditch configurations and fill slopes. TWE will provide boring logs to DEC for insertion into the final plan set.

Deliverables - GER Report, Boring Logs

Section 5.0: Final Drainage Design

This work includes preparing the final drainage design for this project. Work tasks include drainage plan and profile sheets, drainage areas, flows and volumes. The plan and profile sheets will be prepared at 40 scale. The drainage design will be based on the approved preliminary drainage design in Part 1. It is anticipated the road drainage will be controlled mostly by ditches. The drainage design will use Bentley's Geopak Drainage software. DEC will prepare scour report documenting required pier protection as necessary in accordance with TxDOT requirements.

Deliverables - Drainage Plan & Profile (4 Shts. @ 40-scale), Drainage Calculations/Areas (2 Shts.)

Section 6.0: Structural Bridge Design

This work involves preparation of the final bridge design based upon the approved bridge layout prepared under Part 1. The bridge will be designed for HL-93 Loading in accordance with AASHTO LRFD Bridge Specifications, 8th Edition, as modified by the TxDOT Bridge Design Manual - LRFD, Jul 2018 and TxDOT Bridge Detailing Guide Aug 2018.

The following will be produced:

Foundation Design

- Boring logs (by TWE)
- Foundation layout (drilled shafts or piles)

Substructure Design

- 2 abutments
- 4 interior bents

Superstructure Design

- Concrete slab plans for two concrete units (length of units are based on TxDOT design criteria for a multi-span bridge)
- Girder layout for two units
- Prestressed beam design

EXHIBIT A: PAGE A.10

All bridge design requires review and concurrence of TxDOT at each design submission stage. DEC will follow through with revisions as required.

Deliverables – Final Bridge Design Plans (25 Shts., 40 standard drawings)

Section 7.0: Environmental

This work involves work by the County for environmental documentation. It is our understanding the County will provide necessary environmental documentation for the project and DEC is not involved except to provide design information as necessary.

Deliverables - None

Section 8.0: Traffic Control

This work involves preparation of the traffic control plan for the project. The traffic control plan will include the construction work at the tie-ins on either end of the project and the detour plans for the bridge replacement. The plan will be based on TxDOT criteria for Traffic Control plans and will include 4 plan sheets at 100 scale and 2 detail sheets. It is anticipated the bridge and roadway will be constructed first along with the bayou widening within the direct vicinity of the bridge. The remaining bayou widening will be constructed as a second phase.

Deliverables - Traffic Control Plans (5 Shts.)

Section 9.0: Signing/Pavement Marking Plans

This work involves the preparation of the signing and pavement marking plan for the project. The combined plan will include 2 double stacked sheets at 40-scale and 1 detail sheet. The plan will be based on TxDOT criteria and requirements supplemented by Jefferson County requirements.

Deliverables – Signing/Pavement Marking Plan (3 Shts. @ 40-scale, 2 detail Shts.)

Section 10.0: SWP3 Plans

This work is the preparation of the SWP3 plan. This plan will include erosion control devices and their location throughout the project site. Devices may include silt fence/sediment logs, rock entrances, sedimentation basins, temporary ditches, pipes, inlets and outlets. The sheets will be prepared in accordance to local and state requirements for these types of plans. The 2 plan sheets will be developed at 40-scale and double-stacked on a sheet.

Deliverables - SWP3 Plans (2 Shts. @ 40-scale, 2 Detail Shts.)

Section 11.0: Quantities/Construction Cost Estimate/Project Manual including Specifications

This work includes the development of project quantities, preparation of the final construction cost estimate and preparation of the project specifications. DEC will build upon the construction cost estimate prepared in preliminary engineering using TxDOT unit costs for most items supplemented by historic project costs and Jefferson County historical cost data from recent projects. DEC will document all quantities and how they were calculated and organized into a quantity book by item number. DEC will use standard TxDOT items and numbers unless Jefferson County has their own. This will be decided at the beginning of final design. The quantity book and cost estimate will be submitted to the County at each required submission for their review and concurrence. Also included in this task is the preparation of the quantity summary sheets for the project. DEC assumes 10 sheets of summary sheets will be required. A project manual will be prepared that includes general and special provisions and project specifications. Project Specifications will be developed from standard TxDOT specifications, supplemented by Jefferson County specifications (if available). General and special provisions will be provided by the County.

Deliverables - Quantity Summary Sheets (7 Shts.), Quantity book, Construction Cost Estimate, Project Manual including Specifications

Section 12.0: Preparation of PS&E Package

This work includes assembling the PS&E package for bidding and QA/QC of the package. The QA/QC review will follow DEC's Transportation Department's QA/QC process and Manual. Assembling of the PS&E package only occurs at the 90 and 100% submissions. The QA/QC covers all 3 submissions (60, 90 & 100%). The 100% submission will be reviewed by the County, adjustments made, then signed and sealed by DEC. DEC will coordinate with the County to affix the proper County signatures to the title sheet. The PS&E Package totals 231 sheets. This package will be submitted for final review by both TxDOT and the County.

Deliverables - PS&E Package including 231 Shts., project manual including specifications and construction cost estimate.

Section 13.0: Project Management

This work includes performing project management throughout the project and includes management of the project in accordance with scope, schedule and budget, preparing and updating schedules, coordination with agencies, utilities and the County, resource management, invoices, budget tracking, updates to the County, status reports (monthly), general coordination with the County, management/coordination with the subconsultants and attendance/ documentation of project meetings. DEC anticipates the project design to least 6 months with preliminary design/environmental using 2.5 of the 6. The monthly meetings are anticipated to be in person meetings at the County offices

EXHIBIT A: PAGE A.12

Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work

in Beaumont. There will be 4 major submissions covering 4 of the 6 meetings. It is anticipated 2 other meetings throughout the design process. Also 1 utility coordination meeting is anticipated with the County.

DEC will provide coordination with TxDOT throughout the project including TxDOT Connect project data input services. DEC will follow TxDOT requirements for data distribution and filing.

DEC assumes the following meetings:

- Coordination with the County (monthly meetings - 6)
- Utility Coordination - 1

Deliverables - Meeting Minutes, monthly invoices/status reports, schedule, regular discussions with the County, TxDOT data input as required.

Note: At the County's direction, Bid Phase and Construction Phase Services are not included in this work.

EXHIBIT A: PAGE A.13

LJA SURVEYING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJASURVEY.com TBPLS 10105600

May 17, 2021 **PROPOSAL**

Dannenbaum
ATTN: Blair Stocker, PE
Blair.Stocker@dannenbaum.com

Re: Professional Surveying Services to perform an As-Built Topographic Survey
Highway 124 and Taylors Bayou, Fannett, Texas
LJA Proposal No. 21-1351_Rev1
LJA Project No. N/A

Dear Mr. Stocker:

LJA Surveying, Inc. ("LJA") is pleased to provide this proposal to Dannenbaum ("Client") for professional surveying services for the referenced subject. Based on our understanding of your needs, our services are to provide an as-built topographic survey, therefore we propose the following scope of services:

SCOPE OF SERVICES

Phase I – Project Control

LJA will set two primary control points on each side of existing bridge structure as well as one secondary control point on each side of the existing bridge structure. A digital level loop will be completed through all set project control points. GPS will be utilized to reference any existing control networks with TxDOT's VRS network.

Deliverables: Project Control Sheets, Project Control Map

Lump Sum Cost: $5,000.00

Phase II – Topographic Survey

LJA will collect 4 bore locations across the subject site limits to be marked by others. Cross sections will be collected utilizing GPS at 50-foot intervals from approximate right of way line to approximate right of way line for 1,000 feet in each direction from the existing bridge. Cross sections of the bayou will be collected at 25-foot intervals utilizing GPS and single beam sonar mounted on a hydrone (unmanned remote boat) approximately 250 feet upstream and downstream from the existing bridge. Depending on tree canopy GPS or conventional total station will be utilized to collect top of bank to edge of water and grade shots out 100-foot from top of bayou. Locate sufficient boundary to establish right of way lines along existing highway a minimum of 1500 feet in each direction and any easements or boundaries along the bayou a minimum of 250 feet upstream and downstream. Research for current vesting deeds and descriptions will be done for adjoining properties within the survey limits. A one call will be made to assist with location of underground utilities and locates will be made to extent possible by RD8100 electronic locator. All data will be collected based on the current TxDOT field code library.

Deliverables: Microstation CAD file, DTM Model of surveyed area, ASCII Point File, Field Notes

Lump Sum Cost: $11,150.00

EXHIBIT A: PAGE A.14

EXCLUSIONS:
The following services are not included in the scope of work for this proposal.

- No right of way plats or maps are included in this scope of work.

PROVIDED BY CLIENT:

- Graphic representation of the site to be surveyed
- Any documentation that the client feels will be helpful
- Permission to access any affected parcels

COMPENSATION
LJA proposes to provide the scope of services described above for the **lump sum fee of $16,150.00**. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services.

ASSUMPTIONS
In preparing this proposal, we have made the following assumptions:

- There are no access issues, boundary problems, disputes, or lawsuits associated with the tract, which would affect completion of the survey work.
- Right of entry permission to be acquired by others.

STANDARD TERMS AND CONDITIONS
See Attachment A, incorporated herein by reference.

Reimbursable Expenses
Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle mileage will be charged at the current IRS mileage rate per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

Payments
Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. The amount of any sales, excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

EXHIBIT A: PAGE A.15

If this proposal meets with your approval, kindly sign below.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
DANNENBAUM

By:_____
Name:_____
Title:_____

APPROVED FOR "LJA"
LJA SURVEYING, INC.

By:_____
Name: Wesley Maxey, RPLS
Title: Beaumont Survey Manager

Effective Date: 05/17/2021

Attachments:
A – Standard Terms and Conditions

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A • Beaumont, Texas 77705 • Phone (409) 840-4214 • Website www.tweinc.com

May 17, 2021

Dannenbaum Engineering Corporation
3100 West Alabama
Houston, Texas 77098

Attn: Mr. Blair Stocker, P.E.
blair.stocker@dannenbaum.com

Ref: Proposal for Geotechnical Services
Taylor's Bayou Drainage Improvements
Jefferson County CDBG-DR Program
Jefferson County, Texas
TWE Proposal No. P21-B073 (Revision 2)

Dear Mr. Stocker,

Tolunay-Wong Engineers, Inc. (TWE) is pleased to submit this revised proposal to provide geotechnical services for the referenced project. This revised proposal presents a general description of the project, our proposed scope of services to be provided and the estimated cost for completion of our services associated with the project.

Project Overview

The project includes the design and construction of a new 5-span bridge and bayou widening for the Jefferson County Taylor's Bayou Drainage Improvements (CDBG-DR Program) project in Jefferson County, Texas. The existing 140-ft long, 7-span Highway 124 bridge spanning over Taylor's Bayou will be replaced with a new 260-ft long, 5-span bridge to accommodate the proposed bayou widening. We understand drilled shafts or driven piles are being considered for bridge bent and abutment foundations.

Scope of Services

The purpose of our geotechnical study will be to provide the geotechnical information and recommendations needed to assist the Client in the design and construction of the proposed new bridge structure and bayou widening. Our scope of services can be categorized into three (3) major areas: field program, laboratory testing and engineering analysis/report preparation.

Field Program

We propose to explore the subsurface conditions within the project site by performing two (2) test borings to a depth of 10-ft below existing grade within the existing Highway 124 pavement section and two (2) test borings to a depth of 80-ft below existing grade at the existing bridge abutments as shown in TWE Drawing No. P21-B073.1 (Revision 2) attached to this proposal. All borings will be conducted landside. Borings within Taylor's Bayou are not proposed at this time.

Upon notice to proceed, TWE will conduct an initial site visit to identify the proposed test boring locations and survey them using a hand-held global positioning system (GPS) device to provide approximate geographical coordinates. We anticipate the Client will provide professional surveying services to provide precise coordinates and ground surface elevations for the proposed borings. We also anticipate the proposed test boring locations will be accessible to conventional truck or highland buggy-mounted drilling equipment. The proposed locations may be offset to accommodate our equipment.

Prior to mobilizing, TWE will coordinate with the Texas Department of Transportation (TxDOT) to submit Right-of-Way (RoW) Authorization and Permit Requests, Traffic Control Plans (TCPs) and a Certificate of Insurance (COI). We will also notify the Texas 811 One Call system of our planned boring locations prior to commencement of our field program so that known subsurface pipelines and utilities can be identified. Our field personnel will also work with appropriate Client and Owner representatives to identify and avoid known underground structures. Other field program safety tasks will include preparation of daily inspection forms, daily Job Safety Analysis (JSA) and tailgate safety meeting documents.

The test borings will be performed and logged by experienced Geotechnicians under the direction of a registered Professional Engineer experienced in geotechnical engineering. Geotechnical drilling, sampling and grouting of the test borings will be performed in accordance with ASTM International standards and the TxDOT Geotechnical Manual. We will dry-auger the test borings until ground water is observed or until borehole conditions require the use of wash-rotary drilling methods. When groundwater is encountered, the level will be allowed to stabilize for about 15-min prior to completing the test borings.

Texas Cone Penetrometer (TCP) tests will be performed at 5-ft depth intervals throughout each test boring per the TxDOT Geotechnical Manual using our energy-calibrated automatic hammer. Undisturbed, thin-walled tube samples and disturbed split-spoon samples will be obtained throughout the test borings prior to performing TCP tests. Soil samples will be obtained continuously on 2-ft depth intervals to a depth of 12-ft, then at 13-ft to 15-ft depth and at 5-ft depth intervals thereafter until the boring completion depths are reached.

In relatively soft materials, the TCP will be driven 12-in and the number of blows required for each 6-in increment will be noted. In hard materials, the TCP will be driven for one hundred (100) blows and the depth of penetration for the first set and second set of fifty (50) blows will be recorded. The number of hammer blows for the first 6-in increment of penetration and the second will be recorded separately as these indicate the general type of material.

Fine-grained, cohesive soils will be sampled using pushed, thin-walled tubes with an inside diameter of 2.87-in. Our Geotechnician will conduct field strength measurements using a pocket penetrometer or hand torvane device on each cohesive soil sample recovered. The samples will be wrapped in foil, placed in moisture-sealed bags and handled to minimize disturbance during transport to our laboratory.

Where coarse-grained, cohesionless or semi-cohesionless soils are encountered, sampling will be performed using standard penetration test (SPT) methods and our energy calibrated automatic hammer. Our Geotechnician will monitor the driving resistance of the split barrel sampler while performing the SPTs and will record blow counts. The disturbed samples from SPT sampling will be placed in moisture-sealed bags and delivered to our laboratory.

Cuttings and fluids from the drilling and sampling operations will be spread at the ground surface adjacent to the test boring locations. The test borings will be backfilled with cement-bentonite grout upon completion.

Laboratory Testing

Selected samples from the test borings will be used for geotechnical laboratory testing in accordance with ASTM International standards. We will retain unused portions of the samples for a minimum of 60-days after completion of laboratory testing. We will discard the samples after that time unless instructed otherwise.

The geotechnical laboratory testing program will depend on actual subsurface conditions encountered and the assignments selected by the Geotechnical Engineer. The program could include index and classification properties such as moisture content, Atterberg limits, grain size distribution and unit weight. Undrained soil shear strength properties will be derived from unconfined compression (UC) and/or unconsolidated-undrained (UU) triaxial tests.

Engineering Analysis/Report Preparation

The TxDOT Core Logging and Foundation Design (WINCORE) program will be utilized for boring data entry, boring log compilation and bridge foundation design. Engineering analyses will be conducted utilizing WINCORE in conjunction with the information collected from our field and laboratory efforts to provide geotechnical recommendations for design and construction of the proposed bridge and bayou widening. We will present the results and findings of our geotechnical services in a Geotechnical Engineering Report (GER). Our final GER will include the following:

a. Discussion of our findings including:
   i. Summary of field and laboratory tasks;
   ii. Existing project site conditions;
   iii. Subsurface soil and groundwater conditions;
   iv. WINCORE boring logs presenting tabulated geotechnical field and laboratory test results;

b. Geotechnical design recommendations for drilled shaft and driven pile foundation systems for the proposed bridge structure including WINCORE skin friction and point bearing design charts; and,

c. Geotechnical construction recommendations including site and subgrade preparation, excavation considerations, slope grading and/or stabilization, fill and backfill placement, compaction requirements, foundation installation and overall quality control monitoring, and inspection guidelines.

Schedule

Our proposed schedule to perform the scope of services stated herein is shown in Table 1 below:

Table 1 – Proposed Schedule	
Item	**Total Time to Complete**
Pre-Commencement Activities	1 to 2 Weeks[1)]
Field Program	2 to 3 Days
Laboratory Testing	1 to 2 Weeks
Log Compilation / Engineering Analysis / Report Preparation	1 to 2 Weeks
Total Estimated Project Duration (Field to Report)	**4 Weeks**

Note: (1) Dependent upon TxDOT RoW permitting/authorization, TWE's current field schedule and personnel/equipment availability, site access, weather contingencies and clearance of subsurface utilities and/or pipelines within the project site.

We will communicate with the Client as we progress through our study and can provide interim information as needed to avoid delays in the overall project schedule.

Estimated Cost

The estimated budget of our services is **$24,930.00** as shown in the itemized budget estimate attached to this proposal. Every reasonable effort will be made to stay within our proposed budget. We will not exceed the budgeted amount without prior approval from the Client.

Acceptance of Proposal

To authorize TWE to proceed with this project, please provide a Subcontract for Professional Services for our review and execution. The authorizing document should be sent to mabedelwahab@tweinc.com with copy to thenneke@tweinc.com.

Closing

If you have any questions regarding this proposal, please contact us at **(409) 840-4214**. We appreciate your consideration for this project and we look forward to continuing our working relationship with Dannenbaum Engineering Corporation.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.
TBPE Firm Registration Number F-000124

Mariam Abedelwahab, E.I.T.
Project Professional

Tyler G. Henneke, P.E.
Vice President

Jaideep Chatterjee, PhD, P.E., DGE
Vice President

MA/TGH/JC/ma

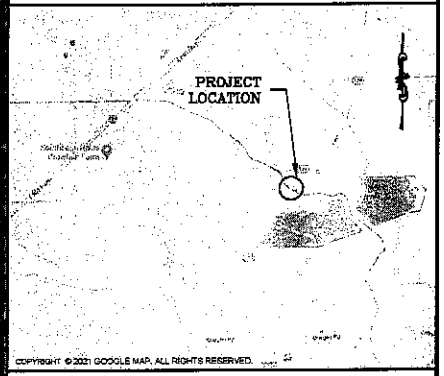
Attachments:

1) TWE Drawing No. P21-B073 (Revision 2)
2) TWE Itemized Budget Estimate (Revision 2)

EXHIBIT A: PAGE A-21



VICINITY MAP



FIELD PROGRAM COORDINATES

ITEM	DEPTH	LATITUDE	LONGITUDE
TB-1	10'	29° 54' 01.05" N	94° 16' 08.31" W
TB-2	80'	29° 54' 00.60" N	94° 16' 07.86" W
TB-3	80'	29° 55' 59.92" N	94° 16' 09.65" W
TB-4	10'	29° 53' 59.51" N	94° 16' 09.21" W

LEGEND

SYMBOL	DESCRIPTION
⊕	TEST BORING LOCATION

Tolunay-Wong Engineers, Inc.

PROPOSED TEST BORING LOCATION PLAN
TAYLOR'S BAYOU DRAINAGE IMPROVEMENTS
JEFFERSON COUNTY CDBG-DR PROGRAM
JEFFERSON COUNTY, TEXAS

Drawn	*M.A.*	*05-17-2021*
Checked	*J.C.*	*05-17-2021*
Approved	*T.G.H.*	*05-17-2021*
Scale	*N.T.S.*	

THE DRAWING NO. *P21-B073.1 (Revision 2)*

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A - Beaumont, Texas 77705 - Phone: (409) 840-4214 -Website: www.tweinc.com

Proposed Budget Estimate					
	Description	Unit	Quantity	Rate	Extension
Pre-Commencement Activities/Meetings/Site Reconnaissance/Submittals					
1	Senior Project Manager	hour	4	$200.00	$800.00
2	Project Professional	hour	4	$130.00	$520.00
3	Field Services Supervisor	hour	4	$95.00	$380.00
4	Support Vehicle	trip	1	$75.00	$75.00
Field Program					
5	Transports of Highland Buggy-Mounted Geotechnical Drilling Equipment/Personnel	each	2	$300.00	$600.00
6	3-Man Geotechnical Drilling Crew/Equipment	day	2.5	$3,400.00	$8,500.00
7	Senior Technician	day	2.5	$1,050.00	$2,625.00
8	Support Vehicles	day	2.5	$150.00	$375.00
9	Field Services Supervisor	hour	5	$95.00	$475.00
Laboratory Testing					
10	Standard Index/Strength Laboratory Testing	foot	180	$12.00	$2,160.00
Meetings/Engineering Analysis/Report Preparation/Construction Support					
11	Principal	hour	4	$225.00	$900.00
12	Senior Geotechnical Engineer	hour	16	$200.00	$3,200.00
13	Project Professional	hour	24	$130.00	$3,120.00
14	Staff Professional	hour	12	$100.00	$1,200.00
Total Budget Estimate					**$24,930.00**

EXHIBIT A: PAGE A.23

ProjePlan

PROJEPLAN ENGINEERING SERVICES

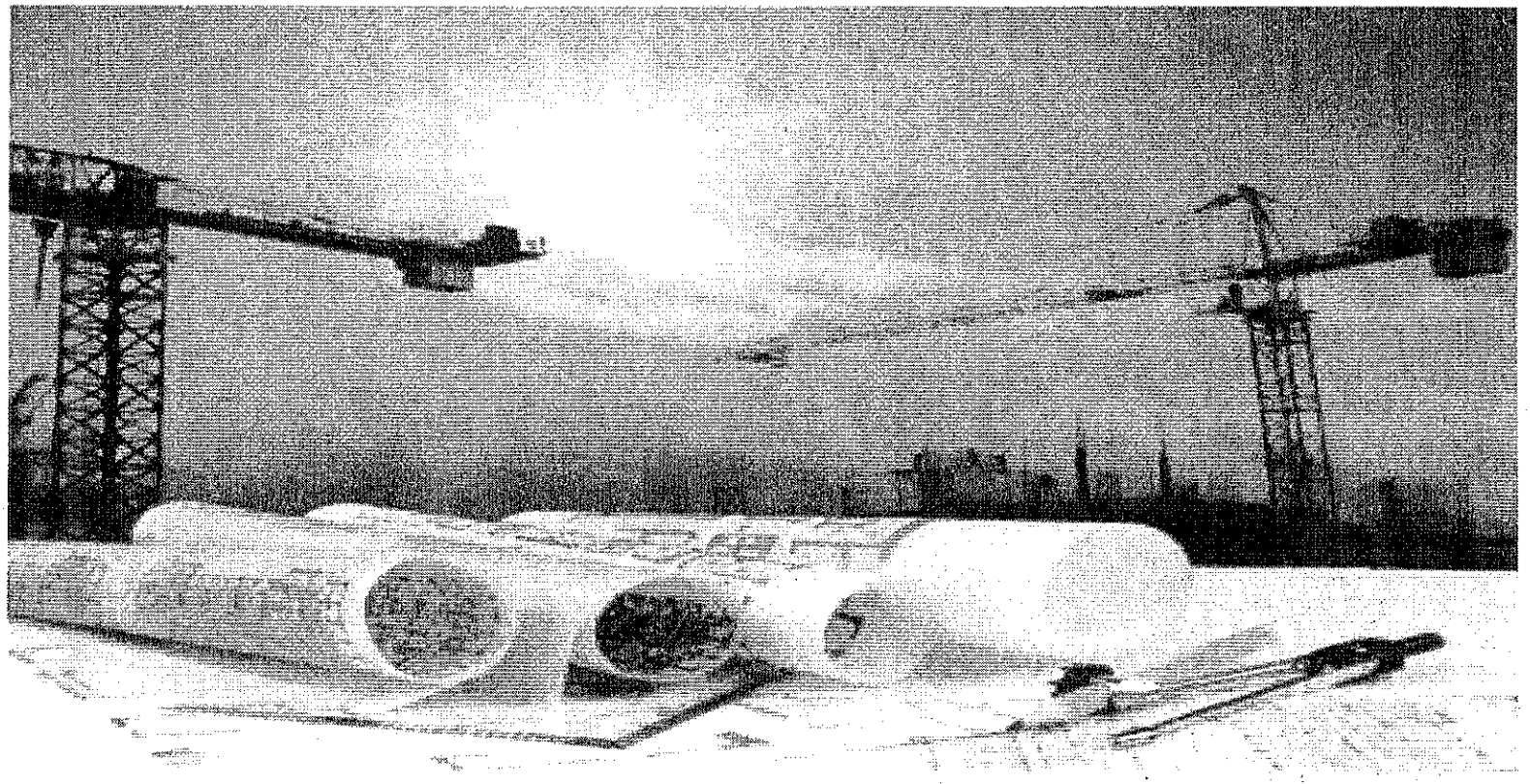


TABLE OF CONTENTS

1. Letter
2. Company Overview
3. Scope of Work
4. Project Team - Leadership
5. Published Price Sheet & Estimated budget

EXHIBIT A: PAGE A.24

ProjePlan

PROJEPLAN ENGINEERING SERVICES

February 25, 2021

Blair C. Stocker
Sr. Project Manager
Dannenbaum Engineering Corporation
Email: blair.stocker@dannembaum.com

Project Estimate Proposal # 2021/05104-Rev1

Dear Mr. Stocker,

Thank you for your interest in utilizing Projeplan Engineering Services to assist Dannenbaum in the Taylor's Bayou Drainage Project at Jefferson County. Based upon our discussions, I have attached a revised proposal which includes the descriptions of our services and fees.

Our team has significant experience in EPCM – Engineering, Procurement and Construction Management and has a successful track record with similar clients and projects. We pride ourselves on delivering only the best results for our clients.

Should you have any questions about this proposal, please do not hesitate to call me at (323) 332-8702. I look forward to hearing from you.

Sincerely,

Ada Lewis
President and CEO
Projeplan Engineering Services - Houston, USA
https://projeplanservices.com
email: ada.lewis@projeplanservices.com
Phone: +1(281) 404-5529

ProjePlan

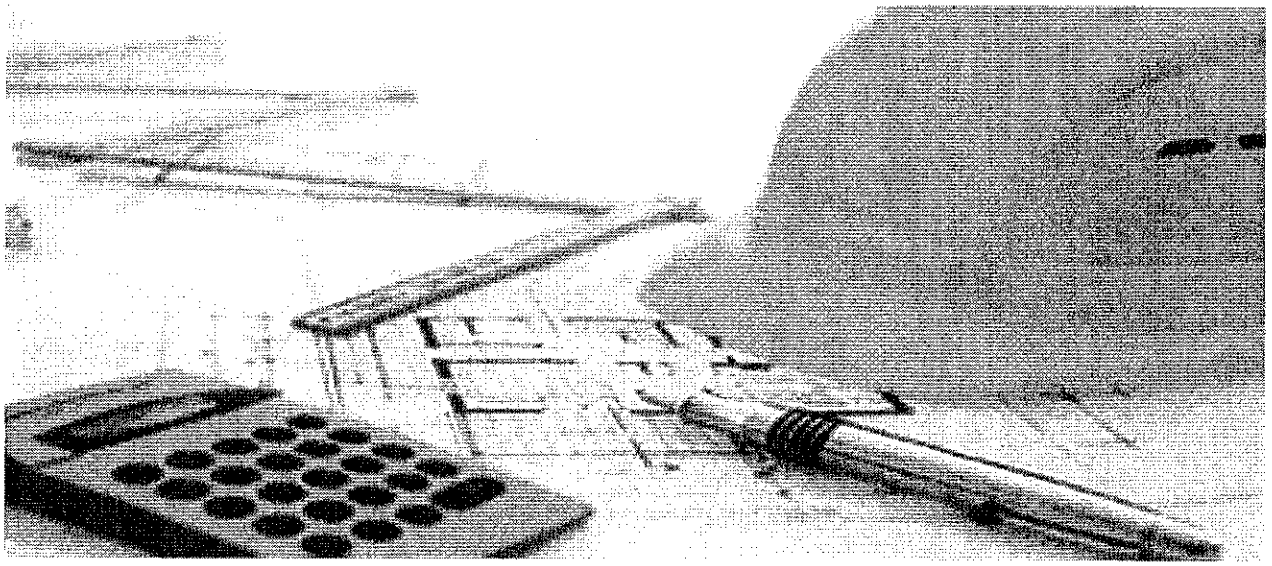
EXHIBIT A: PAGE A.25

PROJEPLAN ENGINEERING SERVICES

PROPOSAL FOR

CONSTRUCTABILITY REVIEW SERVICES

2021/05104-Rev.1



Taylor's Bayou Drainage Project

February 2021

COMPANY OVERVIEW

PROJEPLAN Engineering Services is headquartered in Sugar Land, Texas.

Our leadership team brings a world of experience to Projeplan. Each member has over 30 years of experience working in large and complex projects for Fortune Best Companies prior to joining us. We combine our expertise to empower Projeplan in delivering the best for our customers.

PROJEPLAN has a powerful network of professionals built with the best experts, which our customers can count on.

No work is too small or too big for us to handle.

PROJEPLAN utilizes innovative technologies to help our customers to save money and time delivering projects. We have recently developed SmartInspection™, which utilizes remote video inspections and digital twin technology to track projects and perform digital commissioning virtually.

PROJEPLAN provides a complete menu of stand-alone design phase services. These include cost estimating, value engineering, scheduling, **constructability reviews**, bid package strategies, bidder evaluations, and building evaluations & assessments.

PROJEPLAN is a young, woman-owned firm led by Ada Lewis - a professional project manager with a successful track record of over 30 years leading large projects. Our purpose is to share this knowledge and experience to implement controls for projects and assure compliance through the entire Project Lifecycle.

Ada Lewis maintains a hands-on approach with every project.

PROJEPLAN prides itself on providing an extremely thorough review and analysis of construction documents, thoroughly checking them for accuracy, completeness, and coordination issues. Through this process, we can identify missed details prior of project bidding phase; which in turn, minimizes the potential for change orders and claims during the project execution phase.

Our estimating team has developed billions of dollars of construction project cost estimates on all types of construction nationally and internationally.

SCOPE OF WORK:

Design Phase Services

1) Constructability Review

Constructability Review will include, but not be limited to the following items:

1. Geotechnical issues addressed, if any
2. Confirm that vegetation preservation areas identified on plans to be saved are properly identified in the plans and that plans show preservation requirements and required specifications.
3. Confirm safe passage, or if it has been coordinated with others for that pedestrian and bicyclist when an existing trail.
4. Confirm that elevations of all utilities, including pipelines have been shown verified by respective utility companies. Confirm that requirements for construction vehicles driving over utilities and pipelines are provided in the plans. Confirm that contact information is shown on plans. Confirm that utility signatures have been obtained and are included in the plans where necessary.
5. Confirm that an adequate traffic control plan is provided and that traffic movement is maintained during construction.
6. Confirm that trench protection plans, details, specifications and pay item(s) are provided.
7. Confirm that a plan for care and control of water is provided.
8. Confirm adequate construction easements are provided.
9. Confirm that demolition required by others prior to the project construction start is identified.
10. Confirm quantities on slopes (sod, slope paving) are accurate and that there is a pay item for all activities that the plans, specifications and general notes are asking the Contractor to perform and that incidental items are identified as subsidiary specific pay items.
11. Confirm that Contractor required surveying is properly identified and that provisions are made to establish construction control and to ensure accuracy in the measurement and verification of excavation quantities for final payment.

EXHIBIT A: PAGE A.28

ProjePlan

PROJEPLAN ENGINEERING SERVICES

12. Review General Notes for appropriateness of use on the project.
13. Verify contact names and telephone numbers shown in plans are correct.
14. Confirm that encroachment letters have been sent and ready to give to the contractor.
15. Confirm that the Summary of Work properly the work to be performed on the project.
16. Confirm that all scales included on plan sheets correct and measurable.
17. Verify that project control (baseline and benchmarks), bearings and distances and units are clearly and correctly provided on the plans.
18. Confirm that numeric values are correct and that text content is clear and concise.
19. Verify that the design is generally constructible with typical means and methods of construction.

Constructability reviews will be provided for the 50% and 80% review submittals.

SUMMARY

PROJEPLAN endeavors a strong team spirit that will ensure that the best interests of the Client are at the forefront of every decision. Although our approach to each challenge is unique, the approach is designed to always achieve the client's objectives. All of PROJEPLAN's strategies have one single common denominator: Client Satisfaction.

EXHIBIT A: PAGE A.29

ProjePlan

PROJEPLAN ENGINEERING SERVICES

PROJECT TEAM - Leadership

Principal-in-charge of Constructability Review
Ada Lewis

As Principal, Ms. Lewis oversees and provides leadership to Projeplan and its personnel. Ms. Lewis has over 30 years of experience in large and complex projects working for Shell Oil, GE Energy, Foster Wheeler and other EPC companies worldwide. She successfully sustains a high safety performance reputation, maintains quality standards, and minimizes corporate costs and liability.

EXHIBIT A: PAGE A.30

ProjePlan

PROJEPLAN ENGINEERING SERVICES

PUBLISHED PRICE SHEET – HOURLY RATE

(1 January 2021 through 31 December 2021)

ITEM	CATEGORY	HOURLY RATE
011	PROJECT EXECUTIVE (PRINCIPAL)	265.00
021	Sr. PROJECT MANAGER	223.00
022	PROJECT MANAGER	180.00
032	Sr. ENGINEER	180.00
035	TASK LEAD ENGINEER	150.00
036	ENGINEER	130.00
038	Jr. ENGINEER / INTERN ENGINEER	100.00
052	PROJECT CONTROLS MANAGER	160.00
053	PROJECT CONTROLS ENGINEER	130.00
054	Sr. COST ESTIMATOR	130.00
058	ESTIMATOR	115.00
059	Jr. ESTIMATOR	70.00
062	Sr. SCHEDULER	130.00
063	Jr. SCHEDULER	70.00
067	Sr. PLANNER	100.00
065	PLANNER	70.00
082	CONTRACT MANAGER	180.00
084	CONTRACT ENGINEER	130.00
093	ARCHITECT	122.00
111	CONSTRUCTION MANAGER	180.00
113	CONSTRUCTION ENGINEER	130.00
123	Sr. FIELD REPRESENTATIVE	112.00
125	FIELD REPRESENTATIVE	92.00
127	Jr. FIELD ADMINISTRATIVE	70.00
130	DOCUMENT CONTROL	70.00
140	ADMINISTRATIVE	45.00

ProjePlan

EXHIBIT A: PAGE A.31

PROJEPLAN ENGINEERING SERVICES

Key Stakeholders

Client	Jefferson County
Prime Contractor	Dannenbaum Engineering Corporation
Project Principal	Blair Stocker

Estimated budget fees:

1) Constructability review – Includes ~~50~~ 60% and ~~80~~ 90% deliverable reviews - Total: ~~28,000~~ 12,000

GRANDTOTAL: ~~$ 28,000~~ $12,000 – Not To Exceed Value

Conditions:

- The estimated total Not To Exceed Value of this proposal is based on the limited knowledge of the project. An accurate estimate will be provided after Projeplan receives Dannenbaum drawings and plans for the 50% deliverable review.
- The estimated budget fees are based on worked hours and unit rates published at the time of the estimate.
- Unit rates are for regular hours and all inclusive
- Reimbursable Costs: Travel related costs for out-of-town travel, Computer Plotting/printing, Photocopies, Courier Services (UPS/FedEx, etc.), US Mail, Parking, and other third-party services, if required.
- Estimated budget fees do not include contingency, overtime hours, costs for out-of-town travel, and other third-party services.
- Compensation: Prime Contractor shall pay Projeplan at the unit rates for its personnel performing the services.
  - ❖ All approved hours shall be billed bi-weekly
  - ❖ Any and all travel and/or expenses may be billed separately during the project
- Monitoring: Projeplan will monitor hours worked and will notify Prime Contractor regarding any change in the estimated hours, and or tasks. All changes shall be documented through change orders.

Approval Signatures

Ada Lewis, ProjePlan Engineering Services

Blair Stocker, Dannenbaum Eng. Corp

EXHIBIT B

EXHIBIT B: PAGE B.1

Taylor's Bayou Drainage Improvements (RFQ 20-051/JW)
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
May 2021

Scope Section	Factored Labor Rates ($ Per Hour)	Project Manager $ 265.00	Project Engineer $ 185.00	EIT $ 110.00	CADD Designer $ 135.00	Admin Support $ 85.00	Sub-Total (Manhours)	Total by Task
	Part 1 Preliminary Engineering							
1.0	**Mapping /Field Surveys**							
	Field Survey/Mapping Coordination				6		6	$ 810.00
	Subtotal	0	0	0	6	0	6	**$810.00**
2.0	**Roadway Design**							
	30% Plans							
	Title Sheet (1 sheet)		1		4		5	$ 725.00
	Index of Sheets (1 sheet)		1		4		5	$ 725.00
	Project Layouts (1 sheets)	1	2		10		13	$ 1,985.00
	DTM Coordination	1	2	12			15	$ 1,955.00
	Develop Open Roads Model	1	20	8			29	$ 4,845.00
	Plan and Profile (2 sheets)		2	12	20		34	$ 4,390.00
	Typical Sections (2 sheets)		4		8		12	$ 1,820.00
	Subtotal	3	32	32	46	0	113	**$ 16,445.00**
3.0	**Preliminary Utilities**							
	Investigate utilities in project area	1	4	8	3		16	$ 2,290.00
	Contact utilities for location information (assume 4)	1	2	3	2		8	$ 1,235.00
	Subtotal	2	6	11	5	0	24	**$ 3,525.00**
4.0	**Preliminary Geotechnical**							
	Geotechnical Coordination/Mapping	1	3	2	2		8	$ 1,310.00
	Subtotal	1	3	2	2	0	8	**$ 1,310.00**
5.0	**Right of Way**							
	N o work effort						0	$ -
	Subtotal	0	0	0	0	0	0	**$ -**
6.0	**Preliminary Drainage**							
	Drainage Area Maps (Existing) (1 Sheet)	0	2	4	8		14	$ 1,890.00
	Drainage Areas Maps (Proposed) (1 sheet)	1	2	4	8		15	$ 2,155.00
	Drainage Plan and Profiles (2 Sheets)	1	2	6	6		15	$ 2,105.00
							0	$ -
	Subtotal	2	6	14	22	0	44	**$ 6,150.00**
7.0	**Environmental**							

EXHIBIT B: PAGE B.2

Taylor's Bayou Drainage Improvements (RFQ 20-051/JW)
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
May 2021

Scope Section	Factored Labor Rates ($ Per Hour)	Project Manager $ 265.00	Project Engineer $ 185.00	EIT $ 110.00	CADD Designer $ 135.00	Admin Support $ 85.00	Sub-Total (Manhours)	Total by Task
	No work effort						0	$ -
	Subtotal	0	0	0	0	0	0	$ -
8.0	**Bridge Design**							
	Bridge						86	$ 12,000.00
	Subtotal						86	**$ 12,000.00**
9.0	**Preliminary Costs / Quantities**							
	Calculation of Quantities		2	8			10	$ 1,250.00
	Preparation of Preliminary Cost Estimate		4	4			8	$ 1,180.00
	Subtotal	0	6	12	0	0	18	**$ 2,430.00**
10.0	**Preliminary Engineer's Report**						0	$ -
	Preparation of Report	4	8	8	12	4	36	$ 5,380.00
	QA/QC	2	4				6	$ 1,270.00
	Subtotal	6	12	8	12	4	42	**$ 6,650.00**
11.0	**QA/QC**							
	Preliminary Engineering Plans (26 sheets)	1	4	4	4		13	$ 1,985.00
	Subtotal	1	4	4	4	0	13	$ 1,985.00
	PART 1 SUBTOTAL HOURS	**15**	**69**	**83**	**97**	**4**	**354**	$ 39,305.00
	PART 1 SUBTOTAL DESIGN FEE	**$ 3,975.00**	**$ 12,765.00**	**$ 9,130.00**	**$ 13,095.00**	**$ 340.00**		**$51,305.00**
	Part 2 Final Design							
1.0	**Mapping /Field Surveys**							
	Mapping Updates				4		4	$ 540.00
	Horizontal /Vertical Control and Staking (3 sheets)						0	$ -
	Subtotal	0	0	0	4	0	4	**$ 540.00**
2.0	**Roadway Design**							
	60% Plans							
	Title, Index & General Notes (7 Sheets)	1	2	8	8		19	$ 2,595.00
	Project Layout (1 Sheet)		2		6		8	$ 1,180.00
	Typical Sections (2 sheets)	0	1	2	2		5	$ 675.00
	Plan and Profiles (2 Sheets)	2	4	8	12		26	$ 3,770.00
	Driveway Adjustments (3 Sheets)	2	6	8	8		24	$ 3,600.00

EXHIBIT B: PAGE B.3

Taylor's Bayou Drainage Improvements (RFQ 20-051/JW)
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
May 2021

Scope Section		Project Manager	Project Engineer	EIT	CADD Designer	Admin Support	Sub-Total (Manhours)	Total by Task
	Factored Labor Rates ($ Per Hour)	$ 265.00	$ 185.00	$ 110.00	$ 135.00	$ 85.00		
	Demolition Plan (2 Sheets)		2	4	8		14	$ 1,890.00
	Standard Drawings (50 Sheets)		1	2	12		15	$ 2,025.00
	Cross Sections Roadway (20 Sheets)	2	4	24	18		48	$ 6,340.00
	Cross Sections Bayou (13 Sheets)	4	4	24	18		50	$ 6,870.00
	Subtotal	11	26	80	92	0	209	**$ 28,945.00**
	Roadway Design							
	90% Plans							
	Title, Index & General Notes (7 Sheets)		1	2	4		7	$ 945.00
	Project Layout (1 Sheet)	0	2		4		6	$ 910.00
	Typical Sections (2 sheets)		1	1	2		4	$ 565.00
	Plan and Profiles (2 Sheets)	1	2	8	8		19	$ 2,595.00
	Driveway Adjustments (3 Sheets)	1	2	2	8		13	$ 1,935.00
	Demolition Plan (2 Sheets)		1	4	4		9	$ 1,165.00
	Standard Drawings (50 Sheets)		0	2	2		4	$ 490.00
	Cross Sections Roadway (20 Sheets)	1	2	8	16		27	$ 3,675.00
	Cross Sections Bayou (13 Sheets)	1	2	8	8		19	$ 2,595.00
	Subtotal	4	13	35	56	0	108	**$ 14,875.00**
	Roadway Design							
	100% Plans							
	Title, Index & General Notes (7 Sheets)		1	4	2		7	$ 895.00
	Project Layout (1 Sheet)	1	1		2		4	$ 720.00
	Typical Sections (2 sheets)		1		1		2	$ 320.00
	Plan and Profiles (4 Sheets)	1	2	4	4		11	$ 1,615.00
	Driveway Adjustments (3 Sheets)	1	1	2	4		8	$ 1,210.00
	Demolition Plan (2 Sheets)	1	1	2	2		6	$ 940.00
	Standard Drawings (50 Sheets)		1	2	4		7	$ 945.00
	Cross Sections Roadway (20 Sheets)		2	8	8		18	$ 2,330.00
	Cross Sections Bayou (13 Sheets)		2	6	6		14	$ 1,840.00
	Subtotal	4	12	28	33	0	77	**$ 10,815.00**
3.0	**Final Utilities**							
	Utility Plans (4 Sheets)	1	4	6	12		23	$ 3,285.00
	Utility Contact Matrix Updates	1	2	6			9	$ 1,295.00
	Contact utilities for location information (assume 4)		4				4	$ 740.00
	Subtotal	2	10	12	12	0	36	**$ 5,320.00**

EXHIBIT B: PAGE B.4

Taylor's Bayou Drainage Improvements (RFQ 20-051/JW)
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
May 2021

Scope Section	Factored Labor Rates ($ Per Hour)	Project Manager $ 265.00	Project Engineer $ 185.00	EIT $ 110.00	CADD Designer $ 135.00	Admin Support $ 85.00	Sub-Total (Manhours)	Total by Task
4.0	**Geotechnical-Final Design**							
	Geotechnical Coordination/GER		4		4		8	$ 1,280.00
	Subtotal	0	4	0	4	0	8	**$ 1,280.00**
5.0	**Final Drainage Design**							
	Hydraulic Data Sheets (1 Sheet)	1	1	6	6		14	$ 1,920.00
	Drainage Area Maps (Existing) (1 Sheet)	1	1	4	9		15	$ 2,105.00
	Drainage Areas Maps (Proposed) (1 sheet)	1	1	6	9		17	$ 2,325.00
	Drainage Plan and Profiles (4 Sheets)	1	2	6	6		15	$ 2,105.00
	Standards and Miscellaneous Details (10 Sheets)	1	2	7	5		15	$ 2,080.00
	Scour Analysis & Report	2	12	16		8	38	$ 5,190.00
							0	$ -
	Subtotal	7	19	45	35	8	114	**$ 15,725.00**
6.0	**Bridge Design**							
	Bridge Design						888	$ 121,665.00
	Subtotal						888	**$ 121,665.00**
7.0	**Environmental**							
	No work effort						0	$ -
							0	$ -
	Subtotal	0	0	0	0	0	0	**$ -**
8.0	**Traffic Control**							
	Conceptual Detour Plan (2 Options)	2	6	8	8		24	$ 3,600.00
	TCP Meetings for Detour Options (1 Meetings)	3	3				6	$ 1,350.00
	Final Detour Plan	1	1	8	6		16	$ 2,140.00
	Standard Drawings (25 Sheets)		0	2	2		4	$ 490.00
	Subtotal	6	10	18	16	0	50	**$ 7,580.00**
9.0	**Signing/Pavement Marking**							
	S&PM Plans (2 Sheets)		1	4	2		7	$ 895.00
	S&PM Details (2 Sheets)		1	2	2		5	$ 675.00
	Standard Drawings (20 Sheets)	1	1	4	4		10	$ 1,430.00
	Subtotal	1	3	10	8	0	22	**$ 3,000.00**

EXHIBIT B: PAGE B.5

Taylor's Bayou Drainage Improvements (RFQ 20-051/JW)
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
May 2021

Scope Section	Factored Labor Rates ($ Per Hour)	Project Manager $ 265.00	Project Engineer $ 185.00	EIT $ 110.00	CADD Designer $ 135.00	Admin Support $ 85.00	Sub-Total (Manhours)	Total by Task
10.0	**SWP3 Plans**							
	SWP3 Plans (2 Sheets.)	1	1	2	8		12	$ 1,750.00
	Details (2 Sheets)	0	1	2	4		7	$ 945.00
	Standard Drawings (5 Sheets)		1	1	1		3	$ 430.00
	Subtotal	1	3	5	13	0	22	**$ 3,125.00**
11.0	**Quantities / Construction Costs**							
	Quantities	1	8	16			25	$ 3,505.00
	Construction Costs	1	2	4			7	$ 1,075.00
	Summary of Quantities (7 Sheets.)		2	8			10	$ 1,250.00
	Subtotal	2	12	28	0	0	42	**$ 5,830.00**
12.0	**Preparation of Bid Package**							
	Assemble Bid Package (231 Sheets) & Documents	2	2	8	12		24	$ 3,400.00
	QA/QC Package (60-90-100% Submissions) (231 Sheets)	4	24	16	20		64	$ 9,960.00
	Subtotal	6	26	24	32	0	88	**$ 13,360.00**
13.0	**Project Management (Project)**							
	Project Management	40	9			6	55	$ 12,775.00
	Meetings (Assume 6 meetings)	40	9			4	53	$ 12,605.00
	Subtotal	80	18	0	0	10	108	**$ 25,380.00**
	PART 2 SUBTOTAL HOURS	**124**	**156**	**285**	**305**	**18**	**888**	$ 135,775.00
	PART 2 SUBTOTAL DESIGN FEE	**$ 32,860.00**	**$ 41,340.00**	**$ 75,525.00**	**$ 80,825.00**	**$ 4,770.00**		**$257,440.00**
	TOTAL HOURS	**139**	**225**	**368**	**402**	**22**	**1,242**	
	TOTAL DESIGN FEE	**$ 36,835.00**	**$ 41,625.00**	**$ 40,480.00**	**$ 54,270.00**	**$ 1,870.00**		**$308,745.00**
	Subconsultants							
								$ -
	LJA Engineering, Inc(Field Surveys)							**$ 16,150.00**
								$ -
	Tolunay-Wong Engineers, Inc (Geotechnical Consultant)							**$ 24,930.00**
	Projeplan Engineering Services							**$ 12,000.00**

EXHIBIT B: PAGE B.6

Taylor's Bayou Drainage Improvements (RFQ 20-051/JW)
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
May 2021

Scope Section	Factored Labor Rates ($ Per Hour)	Project Manager $ 265.00	Project Engineer $ 185.00	EIT $ 110.00	CADD Designer $ 135.00	Admin Support $ 85.00	Sub-Total (Manhours)	Total by Task
	Part 3 Bid Phase Services							$ -
	Part 4 Other Direct Costs							$ 3,641.52
	Part 5 Construction Engineering & Inspection							$ -
	TOATAL FEE							$365,466.52

EXHIBIT B: PAGE B.7

Taylor's Bayou Drainage Improvements
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
March 2021

Scope Section		Project Manager	Senior Engineer	Senior Structural Engineer	Design Engineer	Senior Designer	CADD Oper/ Tech.	QA/QC Review	Clerical	Total Labor Hrs. & Costs	No. of Dwgs.	Labor Hrs. per Sheet
	Factored Labor Rates ($ Per Hour)	**$ 265.00**	**$ 200.00**	**$ 180.00**	**$ 110.00**	**$ 115.00**	**$ 120.00**	**$ 185.00**	**$ 85.00**	**Task**		
	Bridge Design											
	Bridge Layout	1	19	14		22				56	1	56
	Boring Logs		2		1	3	7			13	1	13
	Estimated quantities and bearing seat elevations	1	11	2	23		15			52	1	52
	Foundation Layout		8	4		20	8			40	1	40
	Foundation Details- 2 type(s)		20	10	30	20	20			100	2	50
	Abuts- 1 Type(s) - 2 Total		22	6	38	22	22			110	4	27.5
	Bents- 1 Type(s) - 4 Total		34	10	58	34	34			170	8	21.25
	Conc Slab Plan & Deflection- 2 Unit(s)		16	4	24	20	16			80	2	40
	Conc Framing Plan & Bent Report- 2 Unit(s)		14	4	36	18	18			90	2	45
	Conc Typical Sections - 2 Unit(s)		24	8	16	16	16			80	2	40
	Prestressed Concrete Beams - IGND		11	4	28	7	21			71	1	71
	30 % QA/QC Submittal Review							10	2	12		
	60 % QA/QC Submittal Review							6	2	8		
	90 % QA/QC Submittal Review							5	1	6		
	SUBTOTAL HOURS	**2**	**181**	**66**	**254**	**182**	**177**	**21**	**5**	**888**	**25**	
	SUBTOTAL DESIGN FEE	**$ 530.00**	**$ 36,200.00**	**$ 11,880.00**	**$ 27,940.00**	**$ 20,930.00**	**$ 21,240.00**	**$ 2,520.00**	**$ 425.00**	**$121,665.00**		

$121,665.00

EXHIBIT B: PAGE B.8

Taylor's Bayou Drainage Improvements
Bridge Replacement on SH 124
Engineering Fee Estimate
Preliminary Engineering & Final Design
March 2021

	Amount	Unit Cost	Notes	Total
ODC's				
Design				
Mileage (6 Meetings)	1,092	$ 0.56		$ 611.52
Plots (color on bond) TCP Detours (Roll Plot) (3)	6	$ 2.50		$ 15.00
Plots Printing (11x17) (325 Sheets) (4 Submittals) (3 Copies each)	3,900	$ 0.20		$ 780.00
Plots Printing (8 1/2 x 11) (3 Reports) (2 Copies)	1,200	$ 0.10		$ 120.00
Plans (24x36) (325 Sheets) (Final Submittals) (3 Copies)	975	$ 2.00		$ 1,950.00
Overnight (Reports)	3	$ 15.00		$ 45.00
Overnight (Plans)	4	$ 30.00		$ 120.00
Subtotal				**$ 3,641.52**
Construction				
Construction Truck Rental (18 Months)	18	$ 1,575.00		$ -
Construction Materials & Testing	1	$ 500.00		$ -
Miscellaneous Construction Equipment	1	$ 40,000.00		$ -
Milage (Construction Manager) (1 Trip per Month)	2,970	$ 0.56		$ -
Subtotal				**$ -**
Total				**$3,641.52**

*** FEMA Fees $6,800 for CLOMR & $8,300 for LORM)	1	$ 15,100.00		$ -

*** This effort will be added if required.

DANNENBAUM ENGINEERING CORPORATION
SCHEDULE OF HOURLY SALARY COST (INCLUDES MARKUP)

EXHIBIT B: PAGE B.9

MARCH, 2021

RANGE OF CLASSIFICATION	SALARY COST PER HOUR		
Clerks, Printers, etc.	30.00	-	100.00
Secretaries	45.00	-	165.00
Program Control Coordinator	80.00	-	115.00
Executive Secretary, Administrative Asst., Proposal Asst.	110.00	-	245.00
CAD Manager	210.00	-	245.00
System Analyst, Computer Operators	110.00	-	180.00
Computer Technicians I, Draftsmen I	45.00	-	85.00
Computer Technicians II & III, Draftsmen II & III	65.00	-	150.00
Designers, Grade I & II	55.00	-	165.00
Designers, Grade III	110.00	-	230.00
4 Man Survey Crew	160.00	-	245.00
3 Man Survey Crew	130.00	-	195.00
2 Man Survey Crew	80.00	-	150.00
Party Chief	45.00	-	100.00
Instrument Technicians	30.00	-	50.00
Rodmen, Chainmen	30.00	-	50.00
Project Survey Technician	65.00	-	85.00
Survey Coordinator, Project Surveyor	110.00	-	230.00
Director of Survey, Registered Surveyor, Chief of Surveying	195.00	-	230.00
Environmental Specialist	160.00	-	195.00
Transportation Planner	175.00	-	215.00
GIS Analyst	80.00	-	180.00
GIS Manager	160.00	-	260.00
Right of Way Agent	70.00	-	100.00
Right of Way Translator	95.00	-	130.00
Real Estate Researcher	120.00	-	180.00
Interior Design Tech	145.00	-	180.00
Right-of-Way Specialist	195.00	-	440.00
Inspectors, Project Representatives	95.00	-	235.00
Project Administrator	65.00	-	115.00
Project Scheduler	130.00	-	165.00
Construction Superintendent	130.00	-	165.00
Construction Manager	160.00	-	295.00
Program Manager	325.00	-	410.00
Mechanical Engineer Supervisor	305.00	-	345.00
Engineers - Intern	45.00	-	85.00
Engineers I & II, Engineering Assistant	80.00	-	150.00
Engineers III, Engineering Associate	95.00	-	165.00
Engineers IV	95.00	-	245.00
Engineers V, Project Manager	160.00	-	345.00
Engineers VI, Project Director	260.00	-	490.00
Engineers VII, Senior Division Manager	260.00	-	540.00
Engineers VIII, Director, Principal, President	390.00	-	540.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	$ 0.05 per Copy (8 ½" x 11")
Xerox Prints	$ 1.00 per Square Foot
Bluelines	$ 0.20 per Square Foot
Sepias	$ 1.50 per Square Foot
Mylars	$ 3.75 per Square Foot
Vellum	$ 2.30 per Square Foot

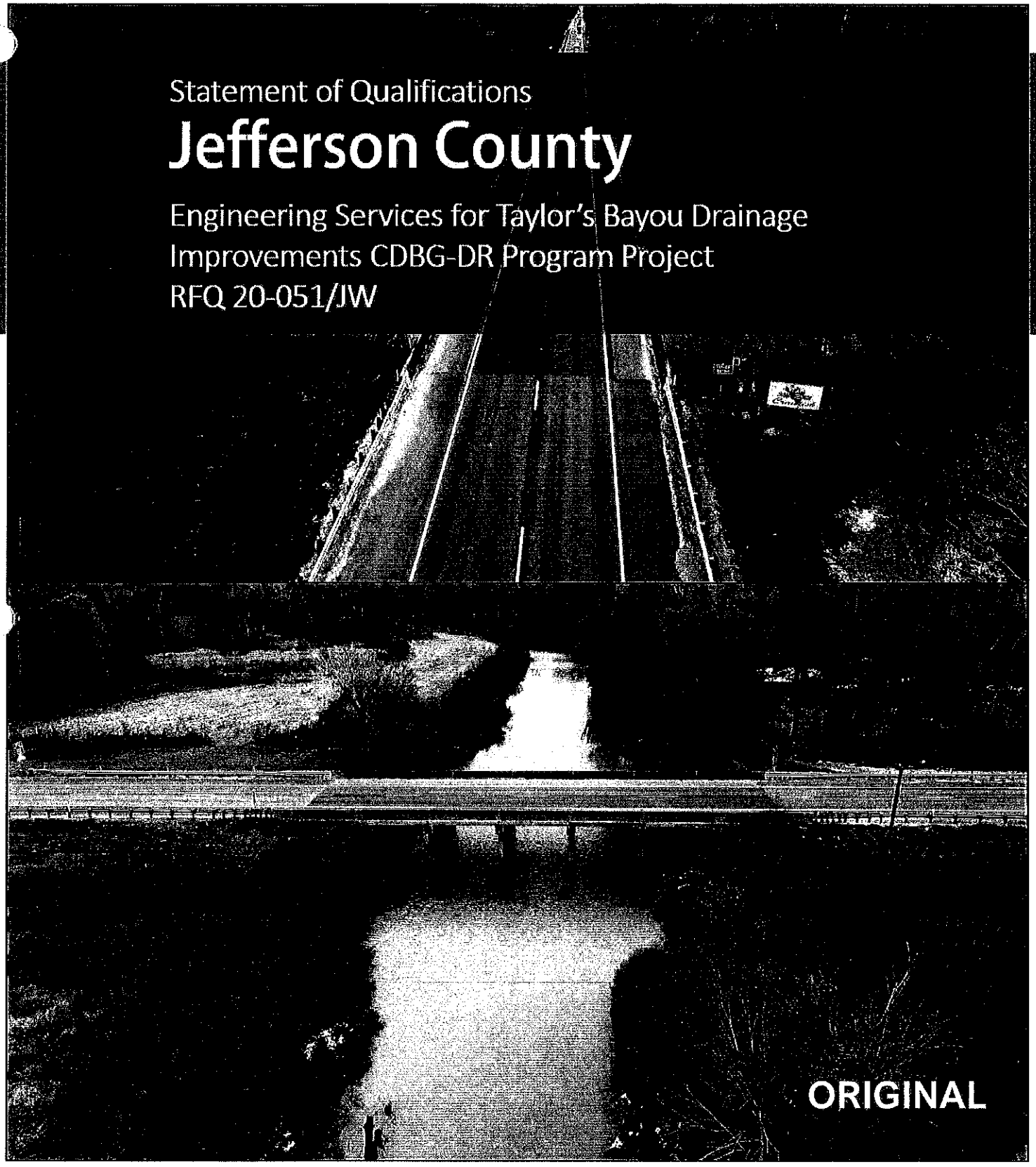
Subconsultants and other miscellaneous expenses at cost plus 10%

Certified: Shari J. Brickell

Statement of Qualifications

Jefferson County

Engineering Services for Taylor's Bayou Drainage Improvements CDBG-DR Program Project
RFQ 20-051/JW



ORIGINAL

November 25, 2020

DANNENBAUM ENGINEERING
EXCELLENCE SINCE 1945
75th ANNIVERSARY

DANNENBAUM ENGINEERING
EXCELLENCE SINCE 1945
75th ANNIVERSARY

Trust, Respect & Excellence

3100 West Alabama
Houston, Texas 77098
(713) 520-9570

November 25, 2020

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
Attention: Deborah L. Clark, Purchasing Agent

**RE: Professional Engineering Services for Taylor's Bayou Drainage Improvements –
Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County
RFQ 20-051/JW**

Dannenbaum Engineering Corporation (Dannenbaum Engineering) is pleased and excited to submit our qualifications for this very important disaster recovery project resulting from the impacts of Hurricane Harvey, funded through Community Development Block Grant (CDBG) – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). We understand the scope of work includes Taylor's Bayou H&H analysis, modeling, and widening, bridge and approaches design, coordination with TxDOT, bid preparation support services, and construction phase services. We have assembled a team unequaled and uniquely qualified to provide these services for this important project. Our team was carefully chosen based on each firm's strength in their respective discipline, proximity to the area of the work, and knowledge of the local system. Our team includes:

Dannenbaum Engineering	Prime, Project Management, QA/QC, Roadway and Bridge Design, H&H, Utility Coordination, Traffic and TCP, Coordination with TxDOT, and Construction Phase Services
Berg-Oliver Associates, Inc.	Environmental including Permitting, NEPA Documentation, and CLOMR/LOMR Review
LJA Engineering, Inc. & LJA Surveying, Inc.	H&H and Field Surveys
Tolunay-Wong Engineers, Inc.	Geotechnical
Projeplan Engineering Services	Section 3 Administration

Within the last five years alone, Dannenbaum Engineering has provided services for a number of projects located in Harris and Chambers Counties and the general region, funded from various state and federal sources including CDBG–Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO), Federal Emergency Management Agency (FEMA), and US Department of Housing and Urban Development (HUD). We have helped communities across Texas plan, finance, design, and build infrastructure facilities of all types, including storm water channels, detention basins, levees, and other flood control facilities. Our team fully understands the requirements of this project and is ready to begin work with the Jefferson County staff immediately. Our key staff will be dedicated to the project for the duration.

Our Project Manager Blair Stocker has led large, multi-disciplined projects throughout his career, including similar drainage/flood mitigation and bridge projects. He has developed strong skills in management of large teams of professional staff and subconsultants. Mr. Stocker is familiar with local projects and is certified as an LGPP professional by TxDOT. He is currently providing project management and oversight for design services for a federally funded city street paving and drainage and mitigation project for the City of Pasadena.

On behalf of the Dannenbaum Engineering Team, we look forward to working with Jefferson County staff on these projects which are so important to the community. We value this opportunity to serve you.

Sincerely,

Nick Bokaie, PE
Principal

Blair Stocker, PE, LGPP
Project Manager

NB/BCS/sk 9144-98

Table of Contents

1. Experience ..... Page 1

Firm History and Capabilities 1

- Project Understanding & Unique Qualifications for CDBG-DR Engineering Services 2
- Additional Firm Information 4
  - Company Structure/Organization 4
  - Commitment to M/W/DBE and Section 3 Participation 4
  - Litigation Statement 4

Subconsultant Introduction 5

Related Background and Experience 6

- Experience with Relevant Federal, State, and Local Agencies 6
  - List of Past Government Clients 7
- Dannenbaum Engineering Project Experience 8
- Subconsultant Project Experience 18

2. Work Performance ..... Page 24

Projects Completed on Schedule / Quality of Work 24

- Project Controls 26
- Communication and Continuity during COVID-19 27
- Quality Assurance/Quality Control Program 27

3. Capacity to Perform ..... Page 29

Organizational Chart 29

Qualifications and Experience of Staff 30

- Key Staff Qualifications 30
- Team Resumes ..... 32 (Resume Page 1)

Capability to Meet Deadlines 33

- Firm Capacity and Resources 33
- Current and Projected Workloads 33
- Integrating Staff and Maintaining Presence with the County 35

Understanding of Services Required 35

- Understanding/Qualifications to Provide Services for CDBG-DR & Other Grant Funded Projects 35
- Understanding of Project Scope 37

4. Licensing and Insurance

Licensing

Insurance

5. Copy of RFQ and Required Forms

1. Experience

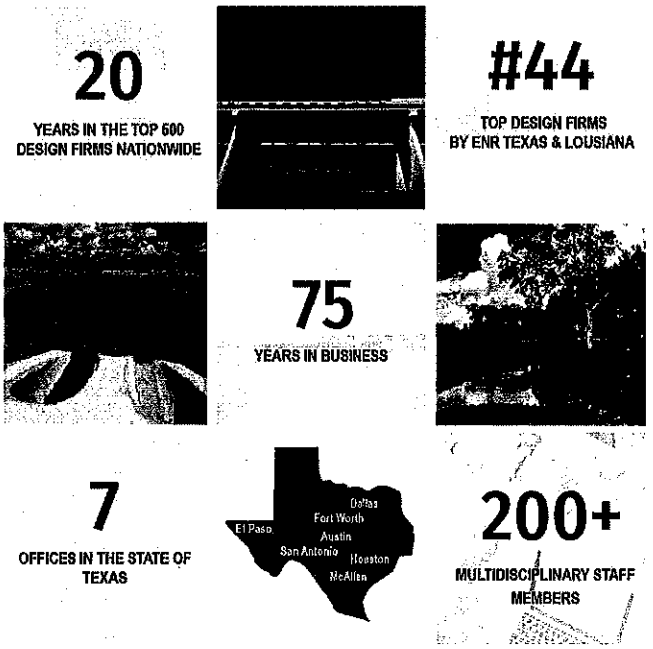
Firm History and Capabilities

Dannenbaum Engineering Corporation
(Dannenbaum Engineering)

Project Role: *Prime, Project Management, QA/QC, Roadway and Bridge Design, H&H, Utility Coordination, Traffic Control and Traffic Control Plans, Coordination with TXDOT, and Construction Phase Services*

Dannenbaum Engineering is a Texas based consulting engineering firm headquartered in Houston, providing professional engineering services to municipal, state, and federal agencies for 75 years. Our services include a full spectrum of civil engineering preliminary planning and final design, H&H, project management, program management, and construction phase services. We offer premier planning and design engineering for all types of infrastructure, including strong expertise in hydrology and hydraulics and drainage design for storm sewers, channels, and detention facilities.

Dannenbaum Engineering has extensive experience analyzing areas with known drainage problems to ascertain contributing factors causing flooding, quantifying the extent of flooding experienced, and developing realistic, cost-effective solutions.



DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945

Local and Corporate Office Address:
3100 W. Alabama, Houston, TX 77098

TBPE No. F-392
TxDOT Precertified (Firm Sequence No. 229)

We are well versed in standard methodologies and tools used in the region to model storm water run-off and our team is familiar with H&H methodology. Our projects routinely use the latest releases of HEC-HMS, steady and unsteady HEC-RAS (1D, 2D) for watershed-level modeling; ICPR and SWMM for dynamic modeling of complex overland and storm sewer systems.

For over 50 years Dannenbaum Engineering has conducted hydrologic and hydraulic analyses, prepared master drainage plans, and designed and provided construction oversight of conveyance channels and detention basins in Texas, including projects in the Port Arthur/Beaumont region and Jefferson County. We have also recently performed Harris County Flood Control District (HCFCD) channel conveyance improvements and storm water detention basins from concept and preliminary engineering report through final design and construction phase services in the Clear Creek Watershed.

Dannenbaum Engineering has completed similar drainage/flood mitigation work directly for Jefferson County's Drainage District No. 7 (DD7) in recent years and currently serves as the general engineering consultant on the Sabine Pass to Galveston Bay project for the rehabilitation of the Port Arthur hurricane protection system. Dannenbaum Engineering has also worked in a collaborative manner with DD7 in the successful development of the Gulf Coast Community Protection and Recovery District (GCCPRD) comprehensive report, which included many aspects

of DD7's flood mitigation measures. GCCPRD was formed to access the needs of a six-county area to protect them from potential storm surge through comprehensive mitigation measures. The effort is funded by the TxGLO and benefits counties including Jefferson and Orange.

Dannenbaum Engineering has successfully provided services for transportation projects to TxDOT Districts and Divisions all over the State since the 1970s. In the early 90s, when TxDOT turned to the private sector for major planning and design support, we made a commitment and began an effort to become a premier highway consulting practice. Today, we have one of the largest in-state staffs dedicated to highway work for TxDOT, with most of our engineers and technicians having considerable experience working on TxDOT projects.

Work for TxDOT includes the design of hundreds of similar TxDOT bridge projects such as:

- The ongoing **TxDOT/Chambers County FM 1409 Bridge in Chambers County,** a top-to bottom structural design for a new 500-foot-long, 6-span, 2-lane bridge over IH 10.
- The ongoing **TxDOT/Fort Bend County, FM 521 (FM 2234 to SH 6) in Fort Bend County** roadway design for reconstruction and widening. Includes replacing three bridge class culverts with proposed bridge structures, reconstructing two existing bridges, and drainage improvements.
- Dannenbaum Engineering also provided similar services to TxDOT for the **Grand Parkway/SH 99 Segment F-1 Design-Build Project** (completed in 2016), which encompassed a number of detention pond and channel improvements including 15 detention ponds, three floodplain crossings, and four channel crossings and 37 bridges.

Project Understanding & Unique Qualifications for CDBG-DR Engineering Services

Work is expected to include preliminary and final design plans and specs, H&H analysis and modeling, bayou widening, bridge and roadway design, environmental, geotechnical, utility coordination, survey, traffic control, construction bid assistance, field testing and inspection construction management, and TxDOT standards and regulations.

Dannenbaum Engineering is uniquely qualified to provide these services to Jefferson County as outlined below:

CDBG-DR Project Experience

Dannenbaum Engineering has provided similar services including federally funded, drainage, and CDBG funded drainage projects and understand what is required to provide theses services. We have recent experience providing CDBG-DR and engineering services for hurricane disaster recovery work for the City of Pasadena, Chambers County, and Galveston County. This experience enables us to understand CDBG-DR grant requirements and to successfully meet them.

Knowledge of the Area

Dannenbaum Engineering has local experience evidenced by successfully delivering projects to state, county, and municipal clients in Jefferson County and the surrounding area, including the recent drainage and flood control projects for DD7 and GCCPRD, the City of Mont Belvieu Hackberry Gully regional detention basin, TxDOT/Chambers County FM 1409 extension, and the widening of four bridges in Liberty County and IH 10 Cotton Bayou bridge replacements in Chambers County, both for the TxDOT Beaumont District. Our experience ensures our familiarity with local, state, and federal design criteria, guidelines, and practices for all types of drainage and roadway projects including bridges, storm water detention basins, and channel conveyance improvements.

Expertise of Team

- Extensive statewide TxDOT transportation resume that includes urban highways and rural county roadways with bridges.
- Experience working with multi-jurisdictional entities for projects including the GCCPRD storm surge suppression study, and master drainage plans/watershed flood control plans for Clear Creek and Galveston and Brazoria Counties.
- Our project manager and several of our team members are certified under TxDOT's Local Government Project Procedures for federally funded project requirements.
- Our Project Manager Blair Stocker, PE, LGPP with 35 years of experience, brings experience in various types of bridge replacement projects from major river crossings to local bridges such as

the Birch Road Bridge replacement project in Galveston County. Although not a structural engineer, Mr. Stocker understands the nuances of structural design and the detail required to properly design a bridge. As a project manager, Mr. Stocker will endeavor to work closely with Jefferson County personnel to ensure the bridge design meets their requirements and criteria. He will also advise the county on TxDOT requirements and what will be needed for TxDOT concurrence. Options for traffic control will also be explained in detail to gain County concurrence. He will hold regularly scheduled update meetings with County engineering personnel and also present as necessary updates to the commissioners and judge. He will hold his team accountable for design efficiencies to ensure the schedules and budgets are met. Mr. Stocker's overall goal on all projects is to make the client happy.

- Bridge Task Lead Michel Maksoud has successfully led structural design teams on new and reconstruction bridge projects throughout the state. He has been involved with various design refinements and alternatives and he will use this experience to develop the best bridge design for this site. Dr. Maksoud's knowledge of bridge design provides the team with a unique viewpoint on developing the required bridge. Mr. Stocker will have him present his ideas to the County engineering team early in the project to develop the most cost-effective design at this location.
- Senior Bridge Design Engineer Joe Tejidor has 38 years of bridge experience, 13 of which he spent with TxDOT in the Bridge Division and as Austin District Bridge Engineer. Mr. Tejidor will be the senior engineer in charge of the bridge design. He will work closely with Mr. Stocker and Dr. Maksoud to ensure the County is satisfied with the design and project progress and will incorporate Dr. Maksoud's ideas into the design details of the project.
- GLO Liaison Larry Marr has performed many projects for the GLO, most recently managing all the Hurricane Ike CDBG work for Galveston County (a total of 14 projects). He is currently working on a couple of projects with TxDOT Houston District that are in the final stages of completion. Mr. Marr brings a unique perspective to these types of projects through his experience with GLO type projects. He will use his expertise to assist Mr. Stocker in navigating the project smoothly through the CDBG-DR administration process and minimize the pitfalls of the process.
- Due to the project having extensive TxDOT coordination, we have created a liaison position to assist the project team in coordination with TxDOT. We have selected Mr. Mike Kasper to cover this position through his role as roadway design task lead. As he is leading the design effort, Mr. Kaspar will assist the team leadership in navigating through the TxDOT requirements and criteria and its design process. Mr. Mike Kaspar has worked closely with TxDOT throughout his career providing services as a task lead, designer, or project manager for all types of roadway and drainage projects.

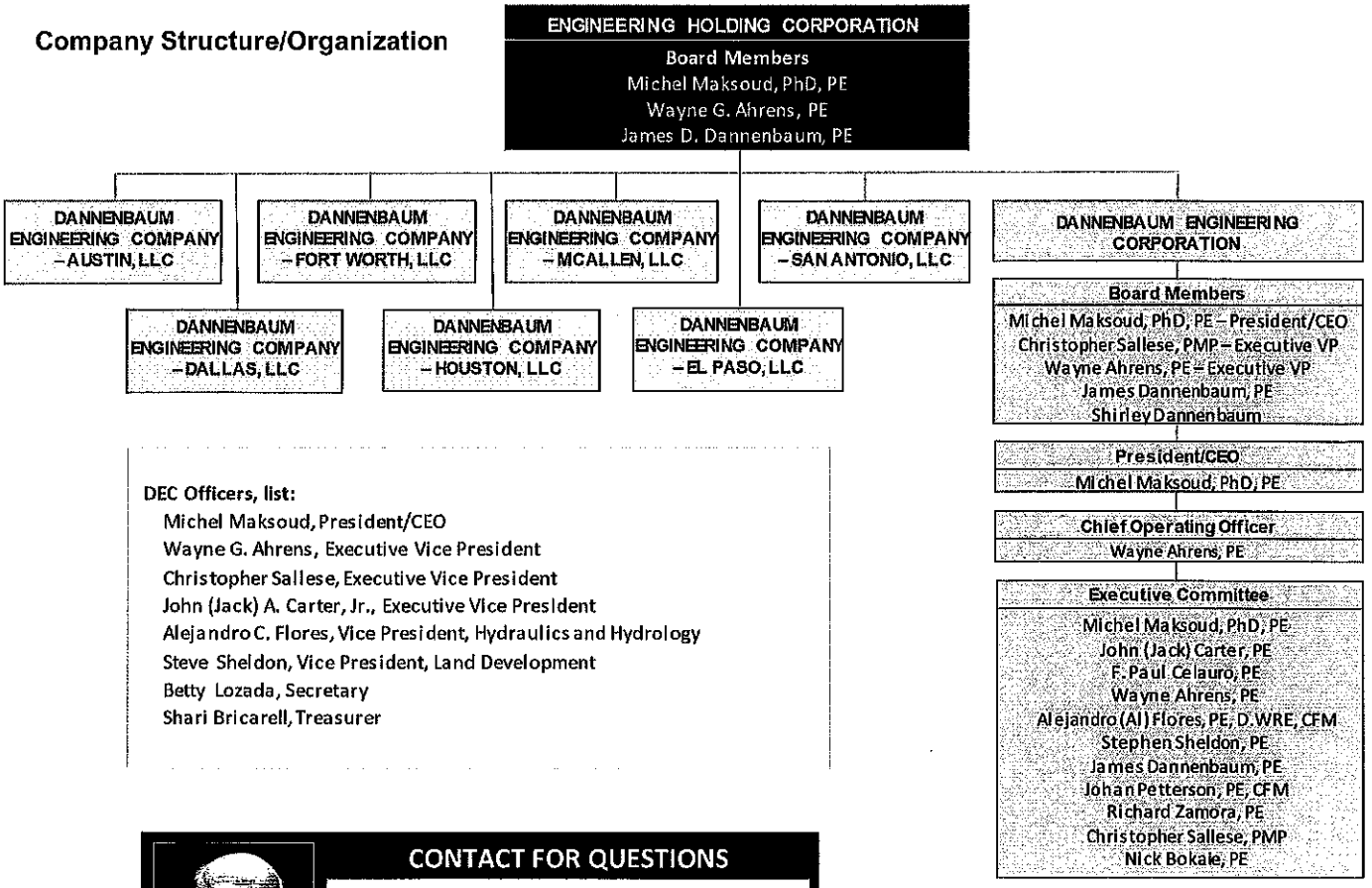
Cohesiveness of Team

Although teamwork has become a popular topic, it's the result that matters. We strongly believe that assembling the required discipline experts who have worked well together on previous projects creates a cohesive and productive team. At Dannenbaum Engineering, we emphasize the importance of efficient collaboration between discipline leaders to achieve successful outcomes for our clients. For successful coordination, team members not only need a shared understanding of the issues and vision, they also need to be aware of the skills and abilities of their colleagues and how the other team members approach each task. Perhaps more important, is how well they have worked together in the past on similar projects. We feel team members who have worked together for a long time achieve coordination and team work implicitly. We feel a cohesive team that has worked together creates better synchronized and synergistic teamwork.

Dannenbaum Engineering has worked with LJA Engineering and LJA Survey, Berg-Oliver, and Tolunay-Wong for many years and has a great working relationship with each of the members of the team. We have carefully selected each team member for this project because of their experience, expertise, and relationships with the governing and reviewing agencies.

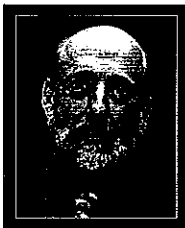
Additional Firm Information

Company Structure/Organization



DEC Officers, list:

Michel Maksoud, President/CEO
Wayne G. Ahrens, Executive Vice President
Christopher Sallese, Executive Vice President
John (Jack) A. Carter, Jr., Executive Vice President
Alejandro C. Flores, Vice President, Hydraulics and Hydrology
Steve Sheldon, Vice President, Land Development
Betty Lozada, Secretary
Shari Bricarell, Treasurer



CONTACT FOR QUESTIONS

Blair Stocker, PE, LGPP
Project Manager
3100 W. Alabama, Houston, TX
P: 713.527.6367 • Email:
Blair.Stocker@Dannenbaum.com

PERSONS AUTHORIZED TO CONTRACTUALLY BIND FIRM		
Blair Stocker, PE, LGPP, Project Manger **Nick Bokaie, PE, Principal**	3100 W. Alabama, Houston, TX 77098	**713.527.6367** (Direct) **716.527.6331** (Direct) 713.520.9570 (Main)

Commitment to M/W/DBE and Section 3 Participation

Dannenbaum Engineering is committed to utilizing the services of, and encourages, small, minority, woman-owned, and disadvantaged business enterprise (S/M/W/DBE), historically underutilized business (HUB), and Section 3 firm participation whenever possible. We have a strong history of working with S/M/W/DBE and HUB subconsultant firms specializing in a variety of engineering related disciplines and are committed to meeting or exceeding any participation requirements related to these goals. Dannenbaum Engineering certifies that all engineering services provided by the Dannenbaum Engineering Team on this contract will meet or exceed any established M/W/DBE and Section 3 participation goals, along with any other participation goals, for the project.

Litigation Statement

Dannenbaum Engineering has no litigation, outstanding judgements, or liens affecting the firm.

Subconsultant Introduction

Berg-Oliver Associates, Inc. *(Berg-Oliver)*
Project Role: *Environmental including Permitting, NEPA Documentation and CLOMR/LOMR Review*

Berg-Oliver is a full-service environmental science firm with over 30 years of experience in the environmental consulting services. Berg-Oliver and its 23 staff members, comprised of NEPA specialists, chemists, ecologists, professional geologists, registered environmental managers, soil scientists, and registered wetland delineators, are exceedingly qualified to successfully complete the required work. Berg-Oliver staff have an excellent working relationship and track record working with local, state, and federal agencies. This experience has allowed them to be successfully involved with over 2,400 federally and state reviewed and approved projects by agencies such as TxDOT, TxGLO, USACE, FEMA, TWDB, US EPA), TCEQ, U.S. Fish and Wildlife Service, Federal Highway Administration, Historical Commission, National Marine Fisheries, US Coast Guard, and Natural Resource Conservation Service. Berg-Oliver is TxDOT pre-certified and has provided services for TxDOT projects throughout Texas.

Berg-Oliver's team of professionals excel in conducting investigations required for NEPA compliant reports, especially with regard to drainage projects. Berg-Oliver currently holds an environmental services provider contract with the GLO to conduct levels of review (CEs and EAs) under the CDBG-DR Program – Hurricanes Ike and Dolly, with over 43 environmental review records (ERRs) prepared to-date. Other projects include a current project with the City of Simonton for CDBG-DR drainage improvements, an EA ERR under the HUD CDBG-DR Program funded through the Harris County Affordable Rental Housing Program (The Arbor at Wayforest); and FEMA-HGMP funded drainage project EA for the City of Pasadena; and a FEMA-HGMP grant application for the City of Huntsville, completed in May of 2015, which involved preparation of an EA and Section 404 Individual Permit for substantial channelization improvements to prevent flooding within the city during heavy rainfall events.

LJA Engineering, Inc. *(LJA)*
Project Role: *Hydraulics & Hydrology*

For 48 years, LJA has offered full-service planning, engineering, surveying, and construction management to public and private sector clients. LJA has over 1,200 employees in 36 offices across Texas, Oklahoma, and Florida, and is organized around nine comprehensive sectors: public infrastructure, land development, energy services, environmental & coastal, surveying, rail services, flood control & drainage, CEI, and transportation. LJA has extensive experience with all levels of hydrologic and hydraulic studies. They have produced analyses for site development and performed and managed studies to meet the Section 211(f) requirements for large watershed federal projects. LJA has developed master drainage plans for cities, counties, drainage districts, and levee improvement districts across Texas, as well as flood protection plans for various cities throughout the state. LJA transportation staff has also worked on projects in all 25 TxDOT Districts and is TxDOT pre-certified.

LJA Surveying, Inc. *(LJAS)*
Project Role: *Survey*

LJAS is a wholly owned subsidiary of LJA Engineering and branched off in 2017. This multi-disciplinary surveying and SUE firm provides topographic and bathymetric surveys for all LJA Engineering disciplines. LJAS is a multi-discipline surveying, aerial systems, and SUE firm serving both the public and private sectors and includes the following disciplines:

land development, transportation, energy, aerial photogrammetric mapping, and hydrographic and bathymetry surveys. Core technology includes global positioning systems, geographic information systems, hydrographic acoustic imaging, high definition terrestrial laser scanning and aerial imagery, LiDAR, and remote sensing. In addition, LJAS utilizes the latest in technology for SUE and surveying to locate underground pipelines, electrical, and fiber optic telecommunication utilities. LJAS has worked on TxDOT projects throughout the state and is TxDOT pre-certified.

Tolunay-Wong Engineers, Inc. *(Tolunay-Wong)* **MBE, HUB**
Project Role: *Geotechnical Engineering*

Tolunay-Wong is a geosciences and materials engineering company founded in 1993 providing geotechnical engineering, construction materials testing, geophysical services, environmental field services, and deep foundations testing They provide a wide range of consulting and testing services for projects located throughout the Gulf Coast, nationally, and internationally. Their staff of over 380 employees is comprised of engineers, scientists, technicians, and support personnel located in 12 offices throughout Texas and Louisiana. TWE's quality system is compliant with ASTM E329 and ISO Guide 17025-2005 and they are compliant with the NQA-1 quality standards developed by the American Society of Mechanical Engineers (ASME) for field exploration, laboratory testing, and engineering for nuclear facilities. Tolunay-Wong has worked on TxDOT projects throughout the region and is TxDOT pre-certified.

Tolunay-Wong has provided geotechnical investigation, engineering, reporting, and consulting on relevant bridge, drainage canal, and disaster recovery projects such as the South End Overpass Project in Jefferson County, Orange County Terminal Overpass Project, and Old Highway 90 Widening and Overpass Installation, all for the Port of Beaumont. They have provided services for the Port Arthur Emergency Floodwall Replacement at Taylor's Bayou for DD7 and USACE SWG, Brays Bayou Channel Improvements for HCFCD, and canal improvements for the Lower Neches Valley Authority. Work for TxDOT has included IH 10 Bridge over Cow Bayou in Jefferson County and FM 1764 Overpass at Willow Street Extension in Galveston County and the Galveston Causeway Bridge Replacement.

Projeplan Engineering Services *(Projeplan)* **SECTION 3 Firm, W/MBE, SBE, HUB**
Project Role: *Section 3 Administration*

Projeplan is headquartered in Houston and specializes in engineering, procurement, and project and construction management support for local and global companies. Services include construction services involving strategic planning, process improvement, contract/subcontract management including QA/QC administration, risk management, project control, and claims avoidance and resolution.

Related Background and Experience

Experience with Relevant Federal, State, and Local Agencies

Dannenbaum Engineering has coordinated and complied with agencies at the federal, state, and local levels throughout our 75 year history, including US Department of Housing and Urban Development (HUD), Texas GLO (TxGLO), numerous TxDOT districts and divisions, USACE, FEMA, US Fish & Wildlife Service (USFWS), Texas Historical Commission (THC), US EPA, US International Boundary and Water Commission, US Coast Guard, Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), Texas Parks & Wildlife Department, and the

Federal Highway Administration as well as many cities, counties, drainage districts, and water authorities. We are extremely confident in our ability to coordinate with all local, state, and federal agencies which may be involved with this project including the USACE, FEMA, USFWS, TxDOT, GLO, HUD, and THC.

Our team has worked with governmental agencies at every level and is quite familiar with the laws, rules, guidelines, policies, and processes involved with this of project, as is evidenced by our team's project experience in the following section. For example, the ongoing GLO flood study, which covers 12 counties and crosses multiple jurisdictions, requires careful coordination with federal, state, regional, and local entities. We also coordinated with multiple governmental stakeholders on the recent GCCPRD six county storm surge suppression study, including the USACE. In addition, during our 30 years of continuing support to the USACE Galveston District and the Clear Creek Watershed Steering Committee on a highly complex H&H program for the Clear Creek watershed, we have worked closely with multiple stakeholders who have different concerns and objectives. Dannenbaum Engineering's leadership on this project has resulted in a watershed program that built consensus around a defined plan and established policies and procedures for local authorities.

List of Past Government Clients

Dannenbaum Engineering has a long, proven history of exemplary performance in the State of Texas and locally for all types of infrastructure planning, design, project management, program management, and construction management and inspection services. Following is a representative list (not all inclusive) of current and past local, state, and federal governmental clients:

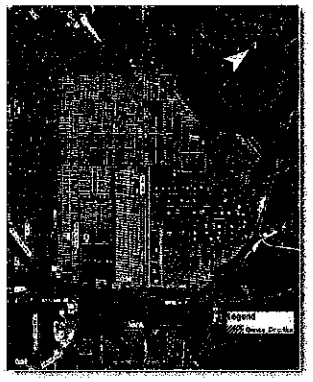
- Jefferson County
- Chambers County
- Texas Department of Transportation
- Jefferson County Drainage District No. 7
- City of Beaumont
- City of Port Arthur
- City of Mont Belvieu
- Texas Parks & Wildlife Department
- Texas General Land Office
- USACE Fort Worth District
- USACE Galveston District
- USACE Little Rock District
- City of Brenham
- City of Houston
- City of Houston/Houston Airport System
- City of Galveston
- City of Freeport
- City of Friendswood
- City of Galena Park
- City of Jersey Village
- City of League City
- City of Madisonville
- City of Missouri City
- City of Pasadena
- City of Baytown
- City of Pearland
- City of Rosenberg
- City of Seabrook
- City of Stafford
- City of Sugar Land
- Town of Magnolia
- Cy-Fair Independent School District
- Fort Bend Independent School District
- Houston Independent School District
- North Harris County Regional Water Authority
- West Harris County Regional Water Authority
- Brazoria Drainage District No. 4
- Clear Creek Drainage District
- Clear Creek Watershed Steering Committee
- Galveston County Consolidated Drainage District
- First Colony Levee Improvement District No. 2
- Fort Bend County
- Fort Bend County Toll Road Authority
- Galveston County
- Harris County
- Montgomery County
- Galveston County Beach & Parks Department
- Gulf Coast Water Authority
- Gulf Coast Waste Disposal Authority
- Gulf Coast Protection and Recovery District
- Harris County Flood Control District
- Harris County Engineering
- Harris County Public Infrastructure Department
- Harris County Toll Road Authority
- Harris-Galveston Coastal Subsidence District
- Houston-Galveston Area Council
- San Jacinto River Authority
- Port of Houston Authority
- Metropolitan Transit Authority of Houston
- Texas Water Development Board
- US International Boundary and Water Commission

Dannenbaum Engineering Project Experience

The following projects demonstrate Dannenbaum Engineering's experience and qualifications with federally funded projects, including CDBG-DR, federally funded drainage projects, and professional engineering services for drainage projects. *Please also refer to section "2.Work Performance" and reference forms for our quality and budget/schedule performance.*

JEFFERSON COUNTY DD7, GROVES DETENTION POND, JEFFERSON COUNTY

Completed: Ongoing



Jefferson County Drainage District No. 7 selected Dannenbaum Engineering to perform a hydrologic and hydraulic study, assist with the design, prepare construction plans, and provide limited construction phase services for the regional detention basin on Atlantic Canal in the City of Port Arthur in Jefferson County. The study will analyze the portion of the 113-square-mile Crane Bayou watershed that drains to Atlantic Canal (a tributary to the West Crane Bayou), which is a total of 877 acres. This project is funded by the FEMA Hazard Mitigation Grant Program in support of post-Hurricane Harvey recovery efforts.

Groves Detention Pond project will include in-depth H&H analysis and modeling studies, preliminary and final design, preliminary cost estimation and benefit-cost analysis, final PS&E, survey, geotechnical, environmental assessment and permitting, real estate acquisition, preparation of bid package, and limited construction phase services. The project will also include a structural inventory analysis to estimate existing damages and the reduction in damages due to proposed improvements along with the development of a GIS database.

A final report will be prepared documenting study findings including a detailed description of the analysis performed along with water surface profiles and floodplain maps for the existing and proposed conditions and detention alternatives.

The project is to be performed in two phases: the first includes a detailed hydrologic and hydraulic study to support the master drainage plan recommendations and to analyze the benefits of the mitigation on existing problem areas. The second focuses on construction plans preparation and limited construction phase services for the alternative recommended in the drainage analysis.

Relevance

- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Final Design
- Contract Management/Construction Oversight
- Grant Application
- Disaster Recovery
- Public Works Construction
- Federally Funded Construction
- Local Government Client

Client

Jefferson County DD7
Phil Kelly, General Manager
pkelley@dd7.org
409.985.4369
Cost: $402K (Phase 1)
$672K (Phase 2)

TXGLO, FLOOD STUDIES WITHIN COMBINED RIVER BASINS (REGION 1, TRINITY-SABINE-NECHES), 12 COUNTIES IN SOUTHEAST TX

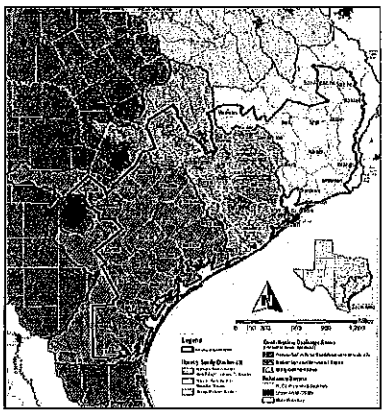
Completed: Ongoing

Regional and local planning studies with the intent of providing flood mitigation recommendations in the Texas counties that received a presidential disaster declaration relating to Hurricane Harvey. The GLO has split the disaster impacted area, consisting of 49 counties, into three assessment areas (regions), delineated based on the State of Texas major river basins.

Relevance

- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Cost Estimates
- Grant Application Development
- Economic Analysis (BCR)
- Disaster Recovery
- Federally Funded Planning Study
- Local Government Coordination

Dannenbaum Engineering was selected by the GLO to execute the Region 1 flood study. The study covers the Trinity-Neches-Sabine region and includes 12 counties which crosses multiple jurisdictions, requiring careful coordination with federal, state, regional, and local entities including various districts, and numerous communities in the region. The objective of the study is to analyze flood risk within the region and provide local officials with the tools to make informed decisions. The study will also evaluate projects within the region that have a significant impact on reducing flood risk within communities. Stakeholder outreach and assessment includes public outreach for community awareness and engagement.



The project includes extensive H&H data collection from multiple federal, state, regional, and local organizations; detailed H&H analysis modeling, alternatives analysis; environmental support; grant assistance/funding support; survey; structural analysis: and emergency management coordination.

The final report will outline the requirements for a region-wide flood management plan that starts at the local community level. The plan will address measures that effectively mitigate future flood risk, provide a funding strategy for each identified project, and the pathway forward for project implementation.

Client
GLO
Tyler Payne, Project Manager, GLO
979.575.0554
tyler.payne.glo@recovery.texas.gov
Cost: $25M

GCCPRD, SIX COUNTY STORM SURGE SUPPRESSION STUDY, ORANGE/JEFFERSON/ CHAMBERS/HARRIS/GALVESTON/BRAZORIA COUNTIES

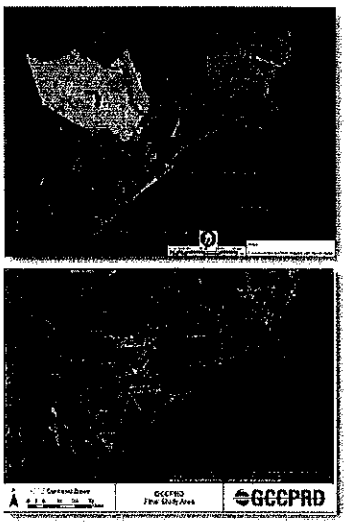
Completed: 2018

The Gulf Coast Community Protection and Recovery District (GCCPRD) TxGLO HUD CDBG-DR funded Storm Surge Protection Study includes all USACE civil works planning activities associated with long-term planning and strategy to protect communities in a six-county region from storm surge and flooding. This study examines structural and non-structural alternatives to determine appropriate actions that must be taken along the coast to provide life, safety, personal and environmental health, and economic protection for the region. The analysis of benefit-to-cost led to the recommended plan. Work included:

- Program standards and controls, scheduling, budget management
- Preliminary civil design of floodwalls, levees, closure gate structures (navigation, railroad, road), pump stations, and geotechnical analysis and reports
- ADCIRC, STWAVE, HEC-FDA, HEC-HMS, HEC-RAS, HEC-GeoRAS, HEC-1, and HEC-2 H&H modeling and analysis
- HEC-FDA economic modeling and analysis including structural occupancy inventory, study area population and socio-economic statistics, stage frequency and damage curve analysis, alternative BCRs, analysis of extended non-typical benefits affecting the population, and economy using the REMI model

Relevance

- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Economic Analysis (BCR)
- Disaster Recovery
- Federally Funded Planning Study
- Local Government Coordination



- Environmental planning and analysis including impact assessments, mitigation requirements, tidal flow analysis, and Delft 2D modeling to assess water quality, sediment transport, and salinity impacts on bays and estuaries
- Cultural resource analysis using NHRP to assess potential impacts
- Public outreach: public scoping meetings and stakeholder engagement to identify structural and nonstructural alternatives and final results
- GIS mapping of ADCIRC/STWAVE inundation results, structural inventory, environmental impacts, and alternatives

ACEC

2017 ACEC National Engineering Excellence National Recognition Award

DANNENBAUM

Upper Texas Coastal Hurricane Storm Surge Suppression Study

Gulf Coast Community Protection & Recovery District (GCCPRD)

Client
GCCPRD
Judge Robert Eckels (Former Harris County Judge)
713.416.0000
robert@eckels.us
Cost: $7.1M

TXGLO CDBG DISASTER RECOVERY PROGRAM, GALVESTON COUNTY

Completed: Ongoing

Dannenbaum Engineering is the program manager and engineering service manager for various projects in Galveston County. Engineering services include 1) managing all engineering consultants and subconsultants for 14 projects, 2) preparing preliminary engineering documents, and 3) coordinating design, project manual preparation, bidding, and construction inspection and testing services. The 14 projects include street improvements, drainage improvements, municipal water systems, and back-up generator systems and include a variety of disciplines such as street rehabilitation, water and sanitary line rehabilitation, generator installations, MUD motor control center, and channel improvements. Specialized services include geotechnical, survey/SUE, planning studies, feasibility studies, legal documentation (ROW), and an ESA Phase I on several projects. Projects include:

Client
Galveston County
Nancy Baher, PE
Assistant County Engineer
409.770.5399
Nancy.baher@co.galveston.tx.us

TXGLO HIGHLAND BAYOU DRAINAGE IMPACT STUDY, GALVESTON COUNTY

Completed: 2017

This is one of the projects within the Texas GLO contract for multiple projects within Galveston County. The Highland Bayou Methodist Church lateral extension is a proposed improvement of the Methodist Church lateral (MCL), which is a tributary to Highland Bayou. Proposed improvements involve enclosing the tributary in a storm sewer box and extending the system to the north to provide flood relief to additional property owners.

The purpose of the study was to determine the storm sewer sizes for the MCL improvement that would be adequate for reducing ponding in the area, providing alternative system configurations, and quantifying impacts to the Highland Bayou main channel. Three alternatives were analyzed and a performance and a cost comparison was completed to determine the most feasible alternative.

The analysis utilized the XP-SWMM modeling program, along with HEC-HMS and HEC-RAS, for the Highland Bayou main channel analysis. An outfall channel analysis was performed due to the flow diversion from the Dickinson Bayou

Relevance

- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Grant Application
- Public Works Construction
- Disaster Recovery
- Federally Funded Construction
- Local Government Client

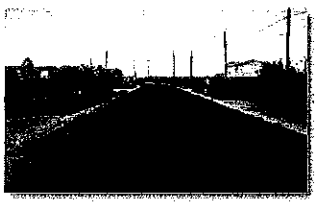


watershed to the Highland Bayou watershed. Overall, the MCL extension was determined to reduce flooding and ponding in the area without any adverse flood impacts to the Highland Bayou main channel

Client
Galveston County
Cost: $387K

TXGLO FREDDIESVILLE STREET RECONSTRUCTION/IMPROVEMENT PROJECTS & LAWRENCE ROAD AREA STREET IMPROVEMENT PROJECTS, GALVESTON COUNTY

Completed: 2017 (Design) Ongoing (Construction)
Dannenbaum Engineering serves as a Texas GLO engineering service provider for multiple projects in the community of Freddiesville and the Lawrence Road Area in Galveston County. This contract consists of using the T-RecS information system for GLO projects.





Dannenbaum Engineering's program manager reviews, organizes, and inputs all submittal documents and engineering provider draw requests and was responsible for the preparation of preliminary engineering (30%) plans and design documents for 16 street reconstruction projects in Freddiesville and three street reconstruction projects in the Lawrence Road Area.

These projects included street improvements, drainage improvements, and water line improvements. Dannenbaum Engineering coordinated with GLO engineering subcontractors, the environmental service provider, grant administrator, and grantee in ensuring the performance statement goals were met.

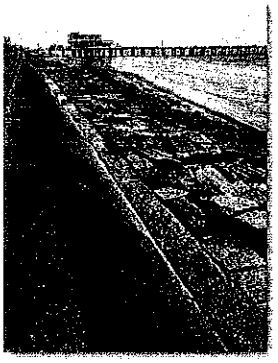
Dannenbaum Engineering also provided specialized services for the projects performed by our team, with the exception of the environmental services, which were performed by a firm under direct contract with the GLO. Dannenbaum Engineering did subcontract for environmental site assessment (ESA) Phase I investigations on several projects, however. Specialized services provided include: geotechnical, survey/subsurface utility engineering, planning studies, feasibility studies, and legal documentation for ROW.

Relevance
- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Final Design
- Contract Management/Construction Oversight
- Disaster Recovery
- Public Works Construction
- Federally Funded Construction
- Local Government Client

Construction Cost: $5.8M (est)

GALVESTON SEAWALL REPAIR/REMEDIATION, GALVESTON COUNTY

Completed: Ongoing (Construction est 2021)
FEMA funded Hurricane Ike mitigation measures project. This is the final project of the 14 for Galveston County's GLO CDBG-DR. Hurricane Ike damaged the seawall revetment and wall projection was damaged or removed due to wave action and storm surges. This project places 9,500 tons of granite derrick stones in the areas along the wall that was damaged to fortify and protect the wall from further storm and wave damage. The design team surveyed the area with county engineering personnel to determine the extent of derrick stone replacement and consulted with USACE to determine any permitting requirements. Since the project falls under a nationwide USACE permit for maintenance, no additional



Relevance
- Preliminary Engineering/Design
- Final Design
- Bid Phase
- Contract Management/Construction Oversight
- Disaster Recovery
- Public Works Construction
- Federally Funded Construction
- Local Government Client

permitting was required. Due to the close proximity of the seawall to SH 3005 and to allow for the construction method of placing the 5.5 tons per derrick stone, a detailed maintenance of the traffic plan was developed and approved by TxDOT. The project included preliminary engineering, final PS&E, survey, TCP, SW3P, bid phase services, construction phase services, and environmental services.

Client
Galveston County
Michael Shannon, PE, CFM
County Engineer
409.770.5399
michael.shannon@co.galveston.tx.us
Construction Cost: $1.9M

WILLOW CREEK MASTER DRAINAGE PLAN (CDBG-DR), HARRIS COUNTY

Completed: Ongoing

The purpose of this watershed planning study is to identify a plan and projects to reduce riverine flood risk within the Willow Creek watershed. The study is substantially funded under the 2017 Hurricane Harvey Texas Community Development Block Grant Disaster Recovery (CDBG-DR) grant and includes identification and quantification of existing flood risk and channel level of service Identification of planning objectives, constraints, and opportunities, formulation of flood risk reduction alternatives, evaluation and refinement of flood risk reduction alternatives, selection of a recommended flood damage reduction plan for the watershed, and identification of initial projects from that plan.

Tools and activities in the planning study will include hydrologic and hydraulic analysis and modeling, environmental assessments, engineering analyses, cost estimates, ROW assessments, and community engagement and may include fluvial geomorphology, landscape architecture, geotechnical review, real estate evaluation, housing assistance, and others. The resultant flood-risk reduction plan will identify ROW needs and may include targeted buy-outs, detention basins, channel modifications, bridge/culvert modifications, flow diversions, new storm sewer trunk lines, or other features.

Relevance
- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Disaster Recovery
- Federally Funded Construction
- Local Government Client

Client
HCFCD
Kent Wu, PE, Project Manager
713.684.4057
fang.wuhcfcd@hctx.net
Cost (A-E Fee): $800K

CITY OF PFLUGERVILLE 2018 & 2019 PAVEMENT MAINTENANCE PROGRAM, (CDBG) PFLUGERVILLE

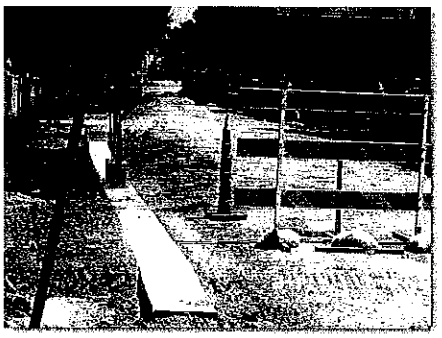
Completed: 2018

The City of Pflugerville was successful in obtaining a CDBG for substandard neighborhood streets. Dannenbaum Engineering provided design and construction administration services for the fast-tracked reconstruction of local and collector roadways for Mill Creek Road, Green Meadows Lane, El Malino Drive, Bellemeade Boulevard, Yellow Sage, and Frost Circle.

Dannenbaum Engineering's engineering team coordinated with the City of Pflugerville, visited the sites to review the pavement structure, and identified potential drainage issues. They also conducted neighborhood meetings and provided exhibits of the project so that stakeholders could express their concerns and understand how the project would impact them during and after construction. Research on utilities and data collection through a topographic survey, subsurface utility engineering, geotechnical testing, and life-cycle costs were evaluated.

Roadway plans were developed with detailed drainage design that included storm sewer design on Mill Road and Bellemeade Boulevard. Existing drainage sheet-flowed across Mill Creek Road and into the adjacent properties. By installing area inlets, curb inlets, and storm sewer pipe and improving the

Relevance
- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Final Design
- Contract Management/Construction Oversight
- Public Works Construction
- Federally Funded Construction
- Local Government Client



ditches, the sheet flow was contained with an outfall in the creek. The rehabilitation will lead to a long pavement life due to the cement stabilizing of existing base with a new layer of hot-mix asphalt.

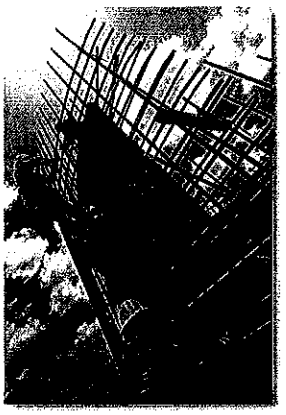
Due to Dannenbaum Engineering's responsiveness, the project moved along smoothly and was kept under budget and within the fast-tracked schedule, even with several additional scope items added.

Client
City of Pflugerville
Cost: $600K

VISTA STREET LIFT STATION REHABILITATION AND TRUNK SEWER (TXGLO HUD CDBG), PASADENA

Completed: 2015

Dannenbaum Engineering provided services for the relining of a lift station and the addition of a new submersible pump with back-up diesel generator in conjunction with the rehabilitation of approximately 6,000 LF of gravity sanitary sewer using cured-in-place pipe. Additionally, all associated manholes were investigated, and a determination made for rehabilitation. In addition to the design of the gravity sewer lines and lift station, Dannenbaum Engineering also provided construction phase and pump start-up services, traffic control plans, and the storm water storm water pollution prevention plan.



Relevance
- Preliminary Engineering/ Design
- Final Design
- Contract Management/Construction Oversight
- Public Works Construction
- Federally Funded Construction
- Local Government Client

Client
City of Pasadena
Robin Green, Director of Public Works
713.475.7835 / rgreen@pasadenatx.gov
Cost: $2.2M

CITY OF PASADENA, PAVING AND DRAINAGE EVALUATION/FLOOD MITIGATION FOR FIVE CITY STREETS (PROJECT A3) (FEMA HMGP), PASADENA

Completed: Ongoing (estimated completion: 2021)

Reconstruction of five streets totaling 7,100 feet. The project includes lowering each street an average of two feet to gain detention capacity and to minimize the major storm impacts on the surrounding residences. The work included replacing the existing pavement with concrete pavement on crushed concrete base course, replacing or adding sidewalks, ADA ramps, new drainage and outlets, concrete walls with brick formliners, and new driveways.



Issues on this project included: impacts on utilities and subsequent lowering; saving of mature trees by eliminating the sidewalk; elimination of ADA ramps at driveways by using a 1 foot wedge curb; saving project costs by using a 4-inch thick sidewalk except at driveways and walls; minimizing impacts on private owner's impediments; adjusting side streets/driveways to meet new profiles of the reconstructed streets; reconnecting private walkways from houses; routing new drainage around existing sanitary and water lines; adding warning signs/sensors for high water levels; using recycled concrete for the crushed concrete base course; using 6-inch underdrain to drain the subgrade; using reinforcement to tie the walls, sidewalk, curb, and pavement together to make it one unit; and adjusting profiles to allow storm water to drain during low rain events.

Relevance
- H&H Studies/Modeling/Analysis
- Preliminary Engineering/Design
- Final Design
- Grant Application
- Bid & Award
- Contract Management/Construction Oversight
- Disaster Recovery
- Public Works Construction
- Federally Funded Construction
- Local Government Client

Client
City of Pasadena
Mark Gardemal, PE
City Engineer
713.475.7835
MGardemal@ci.pasadena.tx.us
Design Cost: $374K

CLEAR CREEK REGIONAL MASTER DRAINAGE PLAN (PH I AND II), HARRIS COUNTY

Completed: Ongoing support to HCFCD

Phase I

This project required the development of a comprehensive storm water management plan and environmental assessment for the Clear Creek Watershed and encompassed approximately 260 square miles of drainage area and 50 miles of network channels. The project involved hydrologic analysis of all sub-watersheds in the basin, land use analysis, development of runoff coefficients, and a storm frequency and rainfall analysis. This information was used to develop new floodplain maps, evaluate channel rectification needs, analyze detention requirements, and investigate alternative design solutions for future improvements.

Phase II

Unified the design for four counties, 17 cities, five drainage districts, and 27 utility districts. Storm water technical, legal, financial, and environmental issues were addressed in the development of a management plan including collecting, evaluating, and updating all previous and ongoing major studies and plans, which influenced formulating an overall master plan. Other projects that were incorporated into this Master Drainage Plan include the USACE Clear Creek project; the League City Drainage Master Plan; the Clear Creek Drainage District's Chigger, Mary's, and Cowart Creeks; and other planning projects. The project establishes policy and procedures for all these agencies to cooperate in implementation and enforcement of a watershed management program.

This phase included the analysis of flood control pure alternatives such as no-action, non-structural, channelization, detention, and a combination plan consisting of regional detention sites and channel improvements of main channel and tributaries that were devised to significantly reduce flooding in the Clear Creek Watershed.

Half of the project was funded by the TWDB and the other half was funded by HCFCD. Three public meetings were held to present the project and receive input from residents.

Relevance

- H&H Studies/Modeling/Analysis
- Federally Funded Construction
- Local Government Client





Client
HCFCD
Mike Talbott (retired)
Former Director at HCFCD
Mtalbo35@comcast.net
Cost: $1.5M (est)

HACKBERRY GULLY PHASE 1 REGIONAL DETENTION BASIN: MONT BELVIEU (CHAMBERS COUNTY)

Completed: 2016

Design and construction phase services for 46 acre-feet of detention for Phase 1 of a regional detention facility. The Phase 1 basin serves 42 acres of commercial development north of IH 10 and west of Eagle Drive, 28 acres of residential development, and the extension of Langston Road. The total Phase 1 development area is 76 acres.

Phase 1 consists of a single pond (Pond 2). Water from a limited area north of Pond 2 drains directly into the Phase 1 basin and additional storm run-off is diverted from Hackberry Gully to the pond via a weir with a 30-foot crest length and 24-inch RCP low flow culvert, then drained back to the channel via a 3- x3-foot RCB culvert. Dannenbaum Engineering provided PS&E design and construction phase services to include pre-bid activities, conducting progress

Relevance

- H&H Studies/Modeling/Analysis
- Preliminary Engineering/Design
- Final Design
- Bid & Award
- Contract Management/Construction Oversight
- Public Works Construction
- Local Government Client

Client
City of Mont Belvieu
Ricardo Villagrand, Community Development Director

meetings, response and tracking of RFIs and submittals, and coordination to resolve construction issues.

281.576.2213
rvillagrand@montbelvieu.net
Cost: $120K

USACE/HCFCD MUD GULLY CHANNEL CONVEYANCE IMPROVEMENTS: UNINCORPORATED HARRIS COUNTY

Completed: July 2020 (Design) / est 2022 (Construction)

Mud Gully Channel conveyance improvements consist of approximately 4,500 LF from Sagedowne Lane to the South Belt storm water detention pond, HCFCD Unit A520-03-00. Mud Gully is a tributary of Clear Creek that generally flows from west to east and drains into Clear Lake, which eventually drains into Galveston Bay at Seabrook. Mud Gully is located within Harris County and has a drainage area of approximately 9.39 square miles. The project is generally located towards the southeast part of the Mud Gully catchment, in southeast Harris County (Precinct 1). The purpose of this project is to provide modifications to Mud Gully, HCFCD Unit A120-00-00, which will reduce flood damages within the drainage area.

The Mud Gully Channel Conveyance Improvements project is a co-sponsored project between HCFCD and the USACE, part of the Clear Creek Flood Risk Management Project. The purpose of the project is to provide modifications to Mud Gully, HCFCD Unit A120-00-00, which will increase conveyance and reduce the risk of flood damages within the Mud Gully sub-watershed. Proposed improvements consist of designing the channel as a fully concrete-lined channel with improved reinforced concrete pipe outfalls.

Services provided by Dannenbaum Engineering for the channel conveyance improvements include:

- Development of an unsteady HEC-RAS model for Mud Gully and Clear Creek, with 2D areas
- Preparation of the design documentation report and impact analysis
- Development of PS&E for Mud Gully Channel Conveyance Improvements
- Community engagement presentation and meeting exhibits
- Construction phase services

Relevance

- H&H Studies/Modeling/Analysis
- Preliminary Engineering/Design
- Final Design
- Grant Application
- Bid & Award
- Contract Management/Construction Oversight
- Public Works Construction
- Federally Funded Construction
- Local Government Client

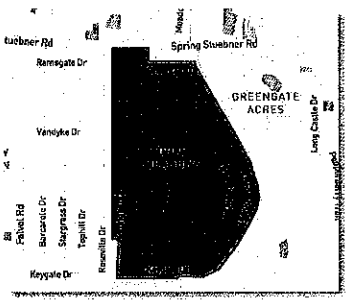


Client
HCFCD
Tommi Jo G. Scott, PE, CFM
Project Manager
346.286.4320
TommiJo.Scott@hcfcd.hctx.net
Cost: $10M

DOVE MEADOWS DETENTION ANALYSIS AND DESIGN: LEAGUE CITY

Completed: Early 2021 (est design)

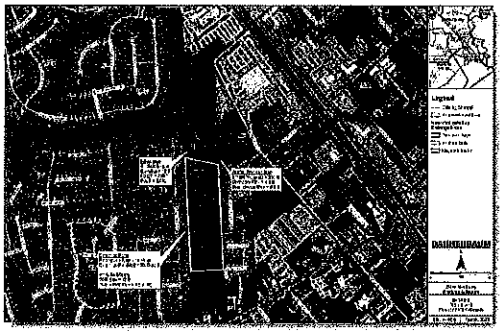
The Magnolia Bayou and Borden's Gully analysis of improvements to existing detention areas completed by Dannenbaum Engineering reviewed the possibility of the benefits of construction of the Dove Meadows detention pond and eliminating flow constrictions at the Hughes Lane and West Deats Road crossings. The City authorized Dannenbaum Engineering to expand and finalize256K the analysis of the Dove Meadows detention pond and prepare construction plans.



Relevance

- H&H Studies/Modeling/Analysis
- Preliminary Engineering/Design
- Final Design
- Grant Application
- Bid & Award
- Contract Management/Construction Oversight
- Public Works Construction
- Federally Funded Construction
- Local Government Client

Dannenbaum Engineering analyzed the detention pond as an on-line basin with Borden's Gully and off-line, which entails directing all Dove Meadows development storm sewer system into the basin. Dannenbaum Engineering evaluated additional culverts and/or upsizing the existing crossings at Hughes Land and West Deats Road to relieve the flow constrictions as well as potentially lowering the bottom elevations of all area detention ponds to add more storage capacity. Using the analysis results, Dannenbaum Engineering determined the viability of additional storage along Borden's Gully and upsizing down-stream culverts and provided a recommendation to the City. Using the analysis results, Dannenbaum Engineering will design the Dove Meadows detention pond and provide bid and construction phase services for the project.



Client
League City
Jack Murphy, PE
Senior Civil Engineer
281.554.1430
Jack.murphy@leaguecity.com
Cost: $3.3M

TXDOT/FORT BEND COUNTY, FM 521 (FM 2234 TO SH 6), FORT BEND COUNTY

Completed: Ongoing

Roadway design for 5.4 miles of roadway reconstruction and widening main lanes and side streets. FM 521 is being expanded from a 2-lane undivided rural road to a 5-lane urban section with a raised median, curb, and gutter, and a sidewalk. The proposed roadway also includes replacing three bridge class culverts with proposed bridge structures and reconstruction to expand two existing bridges. Drainage improvements include addition of two detention ponds, in-line storm sewer storage, and regrading proposed ditches to maximize the available ROW. Extra storage created by the storm sewer, roadside ditches, and roadway will be used for detention to offset the increased runoff volume and peak flow rates from the proposed FM 521 roadway improvements. Services include PS&E design, utility conflicts, traffic control, wetlands permitting, coordination with UPRR, and construction phase services.



Relevance
- H&H/Drainage Improvements
- Preliminary Engineering/Design
- Final Design
- Construction Oversight
- Public Works Construction
- Local Government Client

Client
Fort Bend County
Stacy Slawinski, PE, County Engineer
281.633.7508
stacy.slawinski@fortbendcountytx.gov
Cost: $80M

BIRCH ROAD BRIDGE, GALVESTON COUNTY

Completed: Ongoing

Dannenbaum Engineering prepared construction plans for the replacement of an 80-foot bridge structure over the Clear Lake Shores Canal. The project included the associated structural design, approach roadway work, H&H analysis, drainage design and storm sewer system, traffic control plans, and signing and pavement markings.



Relevance

- H&H Studies/Modeling/ Analysis
- Preliminary Engineering/Design
- Final Design
- Construction Phase Services and Construction Inspection
- Public Works Construction
- Local Government Client

Client

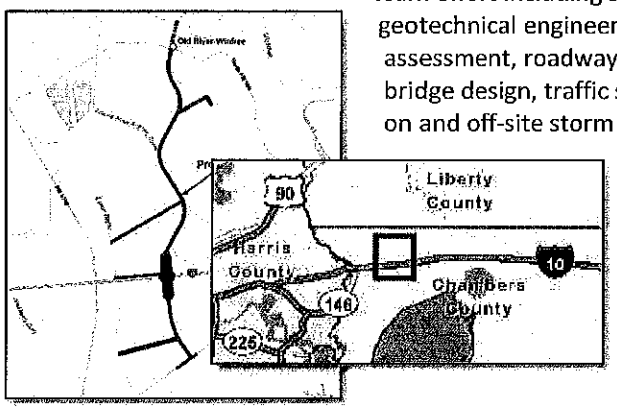
Galveston County
Michael Shannon, PE, CFM
County Engineer
409.770.5399
Michael.Shannon@co.galveston.tx.us
Construction Cost: $860K

TXDOT/CHAMBERS COUNTY, FM 1409 IH 10 BRIDGE, CHAMBERS COUNTY

Completed: 2022

Dannenbaum Engineering is the program manager, design engineer, and construction manager for the extension of FM 1409 in Chambers County. The project extends FM 1409 from FM 565 in Old River-Winfree, south across IH 10 (~6 miles) and consists of a 2-lane roadway with shoulders and open ditches, a 2-lane bridge across IH 10, and off-site drainage features. The new bridge includes

top-to-bottom structural design for the 500-foot-long, 6-span, 2-lane concrete bridge over IH 10. Included final drawing markup/check and preparation and siphon sump structure design. Dannenbaum Engineering is managing the entire team effort including schematics, surveying, geotechnical engineering, environmental assessment, roadway, interchange, and bridge design, traffic signals and illumination, on and off-site storm water drainage features, traffic control plans, SWPPP, bidding, construction materials testing, inspection, and construction management.



Relevance

- H&H Studies/Modeling/ Analysis
- Bridge Design
- Preliminary Engineering/Design
- Final Design
- Construction Management
- Public Works Construction
- Local Government Client

Client

Chambers County
Cory Taylor, PE, County Engineer
409.267.8379
cwtaylor@chamberstx.gov
Cost: $20M (total roadway)

CITY OF GALVESTON 59TH STREET PUMP STATION, GALVESTON

Completed: 2018

Dannenbaum Engineering was the designer of record for a new 20,000 GPM 59th Street Pump Station infrastructure project, which replaces the City's current pump station. We provided services in support of design and construction of a new facility and installation of an emergency power generator and all related equipment.

Relevance

- Preliminary Engineering/Design
- Final Design
- Contract Management/Construction Oversight

The footprint of the new pump station matches the footprint of the existing pump station within 10%, due to limited space for horizontal expansion at the site. The new pump station will be expanded vertically to accommodate new pump equipment. This pump station provides approximately 30% of the potable water to Galveston Island, and all of the potable water to Pelican Island (home to Texas A&M University at Galveston). The City has deemed the pump station a critical facility, therefore the design elevates the first entry-level floor of the facility to above the 500-year flood elevation, ensuring that there is at least one potable water pump station on the Island designed to withstand flood elevations greater than 100-year.



Design, construction phase services, demolition of the existing building, and construction of the new building and emergency power supply were funded by the FEMA HMGP. All remaining components were funded through a HUD CDBG-DR and FEMA PA (improved project) funds.

- Disaster Recovery
- Public Works Construction
- Federally Funded Construction
- Local Government Client

Client
City of Galveston
Trina Jankowski
Construction Division Manager
409.797.3966
tjankowski@galvestontx.gov
Cost: $22M

Subconsultant Project Experience

The following projects demonstrate our subconsultant team's experience and qualifications with federally funded projects including CDBG-DR, federally funded drainage projects, and professional engineering services for drainage projects:

BERG-OLIVER

TxGLO, HUD CDBG-DR for Hurricanes Ike/Dolly – CEs and EAs, East Texas and Texas Coast
Completed: Ongoing / Cost: $207K to-date

Berg-Oliver was selected as an environmental service provider (ESP) for the HUD CDBG-DR program by the state administrator, the TxGLO. Under this program, 2008 supplemental disaster recovery funds are utilized to address deficiencies and failures of public infrastructure systems (water/sewer, storm drainage, and roadways) that occurred in a widespread range of coastal areas within the state as a result of Hurricanes Ike and Dolly in 2008. Since 2013, Berg-Oliver has completed a total of 43 CEs/EAs under this contract, all within the HUD established required timeframes, when not delayed by extenuating circumstances, for projects located as far north into East Texas to across the Greater Houston region to south along the coast near Corpus Christi.



Tasks include desktop research (data collection), site reconnaissance, and preparation of the applicable ERR (CE or EA) for each project, including all appropriate forms. Resources and issues assessed include hazardous materials, socioeconomics and EJ, community services, cultural resources, T&E species, air quality, and noise. Berg-Oliver has conducted substantial project management and agency coordination (THC/State Historic Preservation Office, USFWS, NRCS, TCEQ, tribal nations, and GLO – coastal zone management) due to the

various interested parties involved throughout the environmental process. Public involvement for these projects included preparation of legal public notices, addressing floodplain and/or wetland impacts, if applicable, as well as the FONSI-NOI RROF.

One of the projects relevant to the one described in this RFP is the Gum Bayou Tributary Channel Improvements (N9) EA, which was issued an AUGF in July of 2016. This project involved the restoration and capacity increase of approximately 4,000 LF of the Gum Bayou Tributary Channel in Galveston County. Work included clearing and re-grading of the channel, repairing channel slopes, building maintenance berms, planting vegetation, and performing site work associated with construction. Due to the identification of the channel as a NWI wetland (per the online NWI Wetland Mapper) and the project's location within the 100-year floodplain, BOA prepared and managed publication of the early and final floodplain and wetland notices and completed the 8-step processes for both floodplains and wetlands. Per site reconnaissance, no actual wetlands were present within the project area. The project qualified for a Section 404 nationwide permit 13 without preconstruction notification since no special aquatic sites would be impacted and jurisdictional impacts were less than 0.1 acre.

The Arbor at Wayforest (Atlantic Pacific Communities) / HUD CDBG-DR Program for Hurricane Harvey – Environmental Assessment
Completed: June 2020 / Cost: $15K



Berg-Oliver was selected as the environmental consultant for ERR preparation under the HUD CDBG-DR Program and administered through the Harris County Affordable Rental Housing Program. The project involved construction of a 192-unit, multi-family apartment community on an approximately 8.2-acre undeveloped, vacant tract for low-to-moderate income families within a designated Harris County Community Services Department target area. Tasks conducted as part of this contract included desktop research (data collection), site reconnaissance, and preparation of an EA ERR. Resources and issues assessed included hazardous materials (Phase I ESA), socioeconomics and EJ, community services, cultural resources, T&E species, and air quality. Due to the identification of a NWI wetland area within the project limits, a wetlands due diligence study was conducted and revealed a potentially isolated, non-jurisdictional wetland at the NWI wetland location. Per Berg-Oliver recommendations, no further investigations or USACE Section 404 permitting/mitigation was warranted. An 8-step process and public notices for the wetlands were completed, and compliance with EO 11990 for wetlands protection was met. A noise analysis was also conducted by Berg-Oliver and indicated that noise levels reached below the "acceptable" threshold and no mitigation was required. The draft ERR was completed in 45 days from contract execution and the revised, final ERR was completed in five days from receipt of the official GLO review comments. AUGF certification was issued in June of 2020.

City of Pasadena, Street Drainage and Flood Mitigation Project – FEMA NEPA EA, Pasadena
Completed: Sept 2020 / Cost: $220K



Berg-Oliver provided NEPA-compliant EA under FEMA's HMGP for proposed flooding mitigation for the City of Pasadena, particularly for flood prone areas located outside of the floodplains in low-to-moderate income neighborhoods. The City proposed to lower the elevations by 1 to 2 feet of ~100 local streets throughout the city limits, with the goal of enhancing the drainage properties of the streets and effectively transforming the streets into drainage channels during significant rainfall and/or flooding events. The scope of work included data collection, agency coordination (including TPWD for Chapter 26 impacts), biological and natural resource impact assessment, review of hydrological elements, wetland delineation, USACE permit determination and avoidance, review of socioeconomic and EJ elements, hazardous waste impacts assessment, cultural resources (archeological and historical) assessment, and public

involvement, as well as EA preparation and agency coordination. The EA, which also conformed to the *Principles, Requirements, and Guidelines* (PR&G) for Federal Investments in Water Resources, was approved by FEMA. FONSI received September 2020.

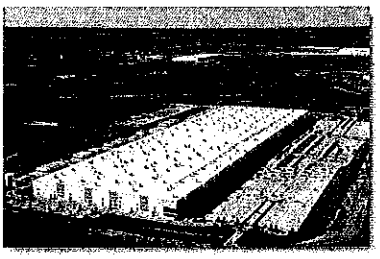
LJA

HCFCD, K163-00-00 Channel Improvements, Harris County
Completed: Ongoing / Cost: $9M

LJA provided drainage analysis, a project development report, and final design of conveyance improvements within the K163-00-00 watershed, a subwatershed of Cypress Creek (K100-00-00). The goal of this study was to determine the appropriate conveyance improvements to the K163-00-00 channel to increase the capacity of the channel and reduce the frequency of flooding with the adjacent subdivisions. Existing channel has several obstructions within the channel as well as significant bank erosion in several locations within the downstream section. Several alternatives were modeled to optimize capacity of K163-00-00 including increasing the depth of the channel, adjustment/removal of existing obstructions, repairing areas of bank scour, and diverting flows to K100-00- 00 downstream of the existing confluence where both K163-00-00 and L100-00-00 enter K100-00-00 in close proximity. The study consists of analyzing seven alternatives for conveyance improvements, geotechnical investigation, erosion and scour analysis, environmental investigation, and civil survey comparisons of channel degradation. The drainage analysis resulted in a recommendation of conveyance improvements to K163-00-00 that was documented with PDR and included a complete discussion of H&H analysis and preliminary engineering design. The approved PER was the basis for the development of PS&E for the recommended channel improvements.

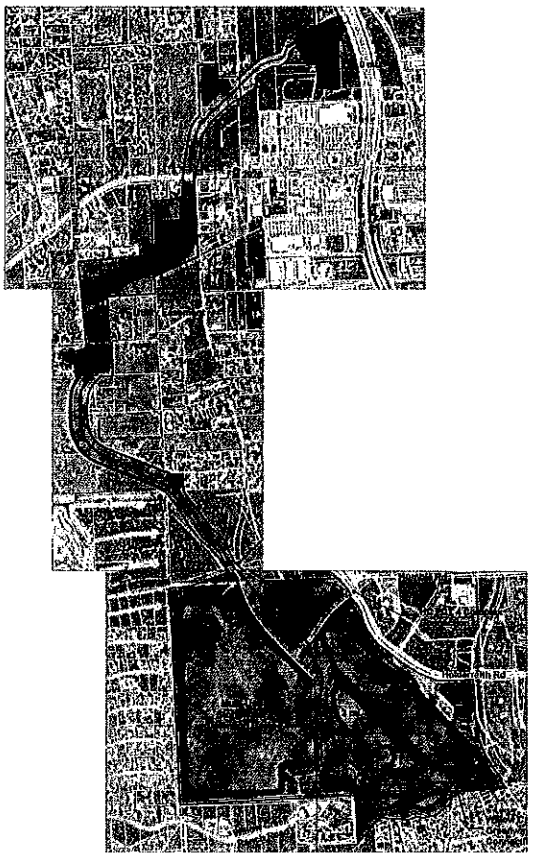


Amazon E-Fulfillment Center, Haslet
Completed: 2014 / Cost: $75M



LJA provided planning, surveying, H&H, traffic, environmental, site civil design, and construction phase services for the e-fulfillment center build-to-suit in Alliance. The project included the re-routing of the unnamed tributary to Henrietta Creek. Hydrologic and hydraulic modeling was prepared to evaluate and size channel improvements which included several drop structures, two culvert crossings, a reach of concrete channel and natural creek lined areas, and proper erosion control. As part of the site design, these channel improvements were designed and constructed to serve the facility. Our team prepared and coordinated the application and obtaining the Section 404 permit from the USACE, and associated water quality treatment for storm discharge. A LOMR was applied for, and received from, FEMA. In addition to coordination with USACOE, FEMA, the City of Haslet, and the City of Fort Worth, LJA provided coordination with the FAA due to proximity to the Alliance Airport. Site design services included site grading, water and sanitary sewer service, water loop for fire protection, paving, storm drainage and water quality facilities, off-site roadway, and utilities to serve the 66-acre site including ~3,000 parking spaces.

HCFCD, M124-00-00 Channel Conveyance Improvements, Harris County
Completed: Ongoing / Cost: $1.6M



LJA is currently working on the Phase 2 of the M124 watershed improvements from SH 249 to Willow Creek. Phase 2 starts upstream as SH 249 and expands the Phase 1 channel including sizing of the culvert crossing from FM 2920, which was coordinated with TxDOT for FM 2920 improvements. The M124-00-00 channel project will improve the level of service (LOS) of the M124-00-00 channel from the current 10-year LOS to a post-Atlas 14 100-year LOS. Incorporating natural channel design techniques, the channel geometry will be widened and deepened to provide a bank-full or low flow natural channel that is approximately 2-feet deep with a 30-foot top width to meander within the proposed 220 to 300-foot-wide channel right-of-way. The average channel conveyance depth will be 10 feet and with a top width ranging from 120 to 200 feet. The channel ROW will allow for maintenance berms of 30 to 50 feet which can accommodate future multi-use hiking trails along the channel.

The goal of the natural channel design application is to provide a series of riffle and pools as well as a riparian corridor to achieve a stream quality equal to or better than the existing stream. By employing the natural channel design techniques, a concentrated effort is being made to minimize the use of hard armoring to control erosion and use more in stream structures such as rock/log vanes, check dams, sediment trap, root wads, live stakes, and transplants to control velocities and shear stress to reduce erosion and provide stable channel banks. Additionally, regional detention facilities associated with the M124-00-00 project include 14 proposed basins that will service the 4.9-sq-mile watershed and be a mix of wet and dry bottom basins to provide both stormwater detention and water quality benefits. The basins include in-line and off-line basins that require channel crossing designs to be optimized at eight locations for both conveyance and control along the channel to take full advantage of the proposed storage available along channel alignment. As such, the proposed design was modeled using an unsteady HEC-RAS model to ensure the hydraulic analysis considers both conveyance and storage in the channel and the available storage in the basins.

LJAS

City of Jasper Sand Creek Drainage, Jasper
Completed: March 2020 / Cost: $15K

LJAS provided topographic survey services, collecting cross sections of existing conditions and route of Sandy Creek Drainage Channel through the City of Jasper. LJAS completed ~3,500 feet of survey along the drainage channel, collecting all bends and any drainage structures at road crossings or from adjacent outfalls. Ground truthing was collected in areas of proposed retention to verify LiDAR data.

Jefferson County DD7 Hurricane Protection System Rehabilitation, Port Arthur
Completed: July 2020 / Cost: $230K

LJAS provided control, utility, and boundary survey services for the project. Boundary surveys were performed for all tracts of land affected by approximately one mile of the Port Arthur and vicinity hurricane flood protection system within the Valero refinery facility in Port Arthur. Included showing property lines and easements for each individual tract (~12 tracts). LJAS provided a utility survey for all above- and below-ground utilities within 50-feet of the Port Arthur and vicinity flood protection system easement within the subject area.

Project Control was established by utilizing GPS surveying methods and conventional leveling. Multiple 180-epoch observations were collected at each control point and averaged to obtain the horizontal location. A conventional level loop originating from a published monument was run and closed through the primary control network to establish the elevations for each control point.

Boundary Survey – an examiners report was acquired for each tract to obtain vesting deeds and easements affecting the tracts. Field crews located existing property corners and collected data on each one, utilizing conventional surveying methods and the previously established control. Calculations were made, missing corners set, and easements plotted. Survey results were provided in pdf, dwg, and dgn formats.

Utility Survey – a Texas 811 utility locate ticket was submitted for the subject area. Underground storm structures were traced out by removing manhole covers and visually inspecting lines. A thorough examination of the area was made by field crews to locate above ground utilities. Field crews located all utilities and collected data on each by utilizing convention surveying methods and the previously established control. Survey results were provided in pdf, dwg, and dgn formats.

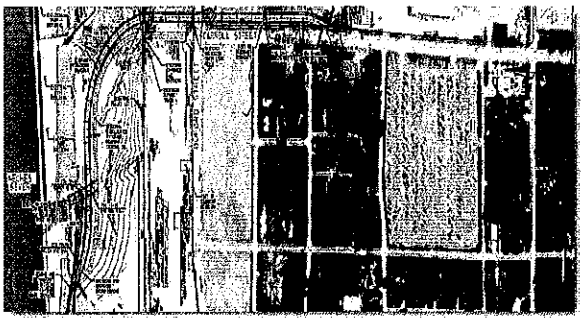
Trinity Bay Conservation District Drainage Improvements, Chambers County
Completed: March 2020 / Cost: $60K

LJAS provided topographic survey, collecting cross-sections of the existing conditions and route of Spindletop Bayou through Chambers County within the Trinity Bay Conservation District. LJAS completed ~38.5 miles of survey along the drainage channel, collecting all bends and any drainage structures at road crossings or from adjacent outfalls. Included a terrestrial laser scan of the weir structure at the end of the route to determine the existing condition and potential design criteria.

TOLUNAY-WONG

Port of Beaumont, South End Overpass Jefferson County
Completed: 2020 / Cost: $10M

Tolunay-Wong provided geotechnical services including subsurface exploration, laboratory testing, and geotechnical consulting. The project consisted of the design and construction of the South End Overpass within the Port of Beaumont. The new bridge structure was ~1,562 feet long and the overall roadway was ~2,445 feet long. The proposed bridge structure was supported on drilled cast-in-place concrete shafts and the approach embankments were surrounded entirely by mechanically stabilized earth retaining walls.





Port of Beaumont, Orange County Terminal Overpass, Orange County
Completed: 2019 / Cost: $12.5M

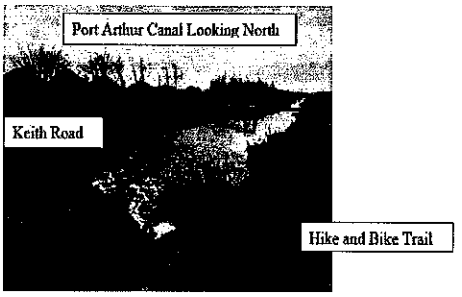
Tolunay-Wong provided geotechnical services including subsurface exploration, laboratory testing, and geotechnical consulting. The project provides improved access into the Orange County Terminal, a liquid bulk trans-load facility operated by the Port of Beaumont's private partner and terminal operator, Jefferson Energy Companies. The overpass is located on the south side of IH 10, east of the Neches River and the new overpass will promote the smooth and efficient flow of passenger vehicles and freight trucks into the facility without impeding safe movement of railroad traffic.





Lower Neches Valley Authority, Port Arthur Canal Improvements, Jefferson County
Completed: 2019 / Cost: $6.6M

Tolunay-Wong provided geotechnical services including subsurface exploration, laboratory testing, and geotechnical consulting for improvements to the Port Arthur Canal (PAC) operated by Lower Neches Valley Authority. The canal segment to be improved was located parallel to Keith Road between Dishman Road and the Union Pacific Railroad tracks, just south of Phelan Boulevard in Jefferson County. The canal was ~15-feet deep. Progressive shallow slope failures and distresses at localized sections along the PAC were observed when grass and shrubs were removed from the canal slope which was part of beatification project for the Gulf Terrace hike and bike trail. The trail was a 3.6-mile moderately trafficked loop trail parallel to the canal.



2. Work Performance

Projects Completed on Schedule/Quality of Work

Dannenbaum Engineering is committed to the highest level of excellence in the professional services we offer. We respect the value clients place on their schedules and budgets, and we have built our reputation on meeting or exceeding expectations in these areas while maintaining the high-quality product our clients expect. Dannenbaum Engineering will competently and efficiently perform the work required to successfully meet and/or exceed the County's expectations for schedule, budget, and quality.

The examples below, in addition to the projects presented in section "1. Experience", demonstrate Dannenbaum Engineering's track record of past performance on contracts with government agencies and private industry in terms of budget/cost control, quality of work, and compliance with performance schedules.

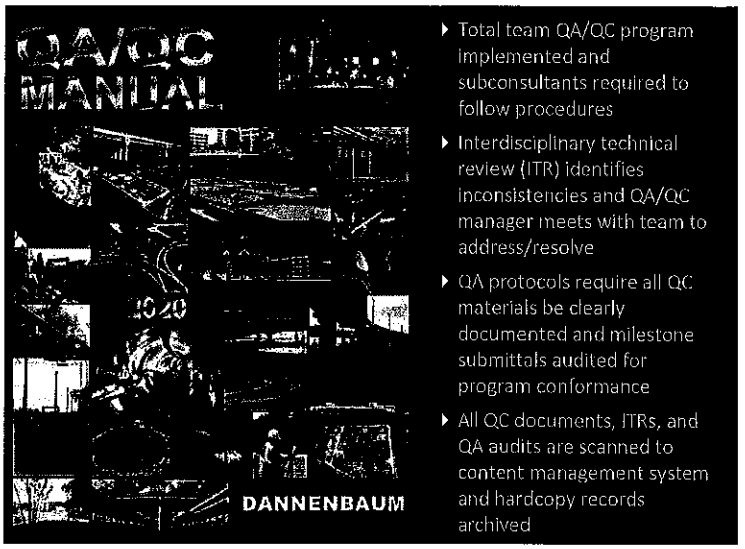
The chart below provides examples demonstrating our team's track record and capacity to perform including: 1) working within budget, 2) meeting deadlines, and 3) quality performance for relevant projects.

Project	Budget	Schedule	Quality/Reference
TxDOT/Fort Bend County, FM 521 (FM 2234 to SH 6), Fort Bend County: Roadway design for reconstruction and widening. Includes replacing three bridge class culverts with proposed bridge structures, reconstructing two existing bridges, and drainage improvements.	$80M	Ongoing (design) (All deadlines met to-date)	**Effective in providing a high quality of work within the agreed upon schedule.** Stacy Slawinski, PE Fort Bend County / County Engineer 281.633.7508 Stacy.slawinski@fortbendcountytx.gov
Birch Road Bridge, Galveston County: Construction plans for replacement of an 80-foot bridge structure including associated structural design approach roadway work, H&H analysis, drainage design and storm sewer system, TCP, and signing and pavement markings.	$860K	Ongoing (All deadlines met to-date)	**Dannenbaum Engineering has always been highly responsive to our needs.** Michael Shannon, PE, CFM Galveston County / County Engineer 409.770.5399 Michael.Shannon@co.galveston.tx.us
South Belt Storm Water Detention Basin, Phases I, II, and III, Harris County PER, final design, project manual, specifications, cost estimate, and construction phase services including monthly meetings, RFIs and submittals and minor design changes for 3 separate projects (phases).	Total: $1.4M *(Currently w/in established budget)*	Ongoing (All deadlines met to-date)	**Excellent Project / Executed in Phases** Brandie Johnson, PE, CFM HCFCD / Project Manager (Phase 3) 346.286.4134 Brandi.Johnson@HCFCD.org
Hackberry Gully Phase 1 Regional Detention Basin, City of Mont Belvieu Design and construction phase services for 46 acre-feet of detention for a commercial and residential area north of IH 10 and west of Eagle Drive in the City of Mont Belvieu (Chambers Co.).	Total: $130K *(Completed w/in schedule and established budget)*	2017 (Met all deadlines)	**Excellent Project / Executed Well** Ricardo Villagrand, PE City of Mont Belvieu / City Engineer 281.576.2213 rvillagrand@montbelvieu.net

Project	Budget	Schedule	Quality/Reference
Mud Gully Channel Conveyance Improvements, Harris County Final design for Mud Gully channel conveyance improvements, including coordination of surveying and geotechnical activities, 50/90/100% plans, utilities, construction cost estimate, project manual and duration of construction.	Total: $600K *(Completed w/in established budget)*	2018 (Met all deadlines)	**Excellent Project / Executed Well** Imelda Diaz, PE, CFM HCFCD / Project Manager 713.684.4033 Imelda.Diaz@HCFCD.org
Clear Creek Watershed Steering Committee (CCWSC), Galveston County Continued Support to USACE Galveston District – General Re-Evaluation Report (GRR)	$3.2M *(Currently w/in established budget)*	1989 – Ongoing (all deadlines met to-date)	**Excellent Project / Executed in Phases** Commissioner Ken Clark CCWSC / Board Member 281.316.8744 clarkken@juno.com
TxDOT/Chambers County, FM 1409 IH 10 Bridge: Chambers County: Top-to-bottom structural design for new 500-ft-long, 6-span, 2-lane bridge over IH 10.	$20M *(total roadway project cost)*	Ongoing (est bridge completion 10/2022) (All deadlines met to-date)	**Dannenbaum Engineering has performed well. Their quality of work is good.** Cory Taylor, PE Chambers County / County Engineer 409.267.8379 cwtaylor@chamberstx.gov
Jersey Village Long-Term Flood Recovery Plan, Jersey Village Fast-track schedule for rapid assessment of homes, development of structural and non-structural alternatives, and quantification of flood reduction.	$650K *(Completed w/in budget)*	2017 (Met all deadlines on fast-track schedule)	**Quality, Rapid Delivery on a Fast-Track Schedule** Austin Bleess City of Jersey Village / City Manager 713.466.2109 ableess@ci.jersey-village.tx.us
Grand Pkwy (SH 99) Segment F-1 (12 Mile) Design-Build, Harris/ Montgomery Counties Final design for channel improvements and regional detention ponds for mitigation of flow increases due to new tollway. Included 3 floodplain crossing, 4 channel crossings, 9 major culverts, 11 equalizing culverts, and 15 detention ponds.	Total contract F-1, $270M *(Completed w/in schedule and established budget)*	2015 (Met all deadlines under a tight schedule)	**The Grand Parkway Project Received the 2016 National Council for Public-Private Partnership Award** James Colbert, PE Parsons / Senior Project Manager 303.831.8100 James.Colbert@Parsons.com Elie Alkhoury, PE TxDOT / 713.802.5508 Elie.Alkhoury@Txdot.gov

Project Controls

The Dannenbaum Engineering standards for successfully managing this assignment will be in place to provide guidance to the team, as directed by our Project Manager Blair Stocker. The tools are highlighted below and are included as part of our approach to deliver the Taylor's Bayou drainage improvements project on time and on budget.



Our team's program and project controls efforts will be used to manage the overall team effort through the development of internal work plans and production schedules. Project controls will be seamlessly integrated using state-of-the-art technology systems and best practice processes, as demonstrated in our specialized experience.

Key control elements of our performance plan include:

- **Performance Management:** performance will be monitored by an earned value management system, analyzing performance by hours of effort in addition to cost, in order to ensure planned delivery success.
- **Performance Reporting:** progress will be monitored daily with formal reporting during weekly reviews. This will be accomplished with various online and proprietary management tools employed by the team.
- **Risk Management:** key personnel, as well as Jefferson County, will collaborate to identify, prioritize, and manage the effects of unknown events that may occur. Risks will be managed daily and reviewed monthly.
- **Planning:** each project task will be carefully planned to promote effective control and greater accuracy.
- **Schedule Control:** our team will manage work efforts at the task level. Mr. Stocker will continuously evaluate and adjust workloads to avoid schedule variances.
- **Change Control:** Mr. Stocker will evaluate benefits and consequences of promised changes/resource management. He will proactively manage the project utilizing our resources to make informed decisions, as guided by our documented management procedures and processes.
- **Quality Management:** through prior experience, our team has developed an integrated quality program founded upon industry best practices.

Quality Management Plan (QMP) – we understand that quality management is essential to the success of any project. Having performed literally hundreds of similar designs and inspections, we have come to understand the importance of a well prepared and executed quality management plan. Mr. Stocker will work with the County to identify the deliverables for this project, and the quality plan will address checked documents for the County's use on this project. The QMP, which consists of the quality control plan, the quality assurance plan, and the communications plan, will guide all efforts for this project. All assigned team members will be required to complete quality management training prior to performing any services.

The ultimate responsibility for the execution of the quality plan belongs to Mr. Stocker, with additional support from Quality Manager Bob Hasenkamp and the task leads. The fundamental principle driving force of the QMP is to provide the County with a complete, biddable, and constructible set of design documents consistent with good engineering professional practices and Jefferson County and TxDOT standards. Utilizing our QMP will stimulate the smooth flow of design information and document control through:

- A central point of contact
- Professionals with prior independent technical review experience

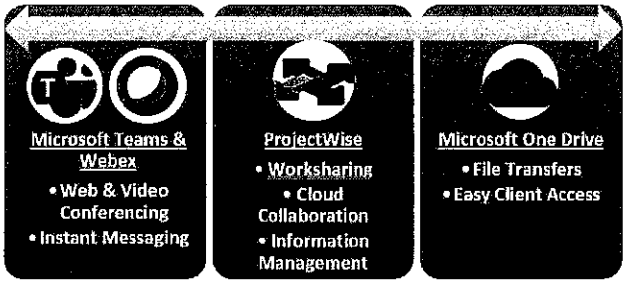
- Standardized procedures applied to all design and construction efforts
- Performing internal quality audit projects for quality control plan compliance
- Formal quality manual to be used by all personnel in the program on projects

The quality plan makes provisions to audit the quality process for all members of the project team, including subconsultants. Periodic audits will be performed by the quality manager on all project deliverables and formal documentation of the audits performed will be kept as part of the project records.

Communication Plan – the communication plan establishes a communications framework for the Dannenbaum Engineering Team to provide professional consulting services for the Taylor's Bayou drainage improvements. This plan will serve as a guide for communications throughout the life of the project between Jefferson County, our project manager, and the team. The plan will be updated as communication requirements change during the life of the project. This plan identifies and defines the roles of project team members as it pertains to communications. It also includes a communications matrix, which maps out procedures for meetings, establishing proper document control, etc. The project manager will take the lead in ensuring effective communications are maintained on this project.

Communication and Continuity During COVID-19

Dannenbaum Engineering complies with all federal, state, and local guidelines regarding the COVID-19 pandemic. To facilitate that, our communications software allows us to hold virtual progress meetings and share information electronically. To ensure our client and staff safety and continuity of business, Dannenbaum Engineering uses Microsoft Teams and WebEx for phone and video conference calls and instant messaging. ProjectWise allows our team to "workshare" and manage information during design, bid, and construction phases. Our Microsoft OneDrive site share s large files across the web without limiting file sharing due to size constraints. Dannenbaum Engineering uses Microsoft Outlook for email correspondence and Microsoft Project to schedule reports and for staff resource tracking and availability.



Communication and Continuity Tools

Quality Assurance/Quality Control Program

We build client and peer reviews and meetings into our schedule to ensure the quality of our deliverables.

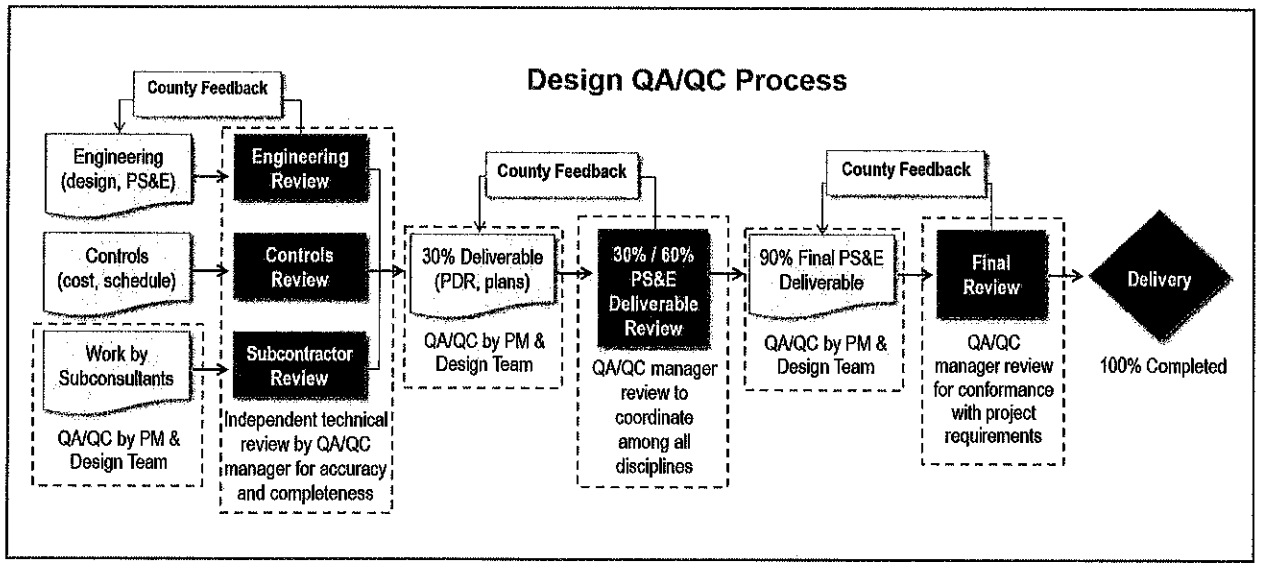
Dannenbaum Engineering is committed to quality performance through quality assurance/quality control (QA/QC). Much of the reputation established by the organization relates to the quality of work performed. We recognize that QA/QC requires relentless and unending effort by top management with engagement from all employees. We also believe in the definition of quality as conformance with requirements such as those of Jefferson County and TxDOT, plus any industry, professional, or governmental standards that may be applicable. Dannenbaum Engineering's QA/QC process reflects a philosophy that emphasizes the prevention of errors, rather than merely checking and counting. It is a departure from relying on inspection for quality control and involves all aspects of our services. A total team QA/QC program is implemented on every assignment we undertake and Dannenbaum Engineering requires all subconsultants participate as well. The diagram on the next page outlines our QA/QC process.

QA/QC Manager Bob Hasenkamp's focus will be on confirming that the team's attention remains on accuracy and completeness of the work product. He provides a "fresh set of eyes" on each task and is responsible for assuring that Dannenbaum Engineering's QA/QC program is executed and not circumvented in any way for the County's project.

Our professionals take great pride in the quality of our design documents and other work products.

Quality work enables us to maintain change order rates that average less than half of the industry standard. Our QA/QC process facilitates completing project milestones in a timely manner, for on-time project completion. A project-specific QA/QC plan will be developed that will guide the project team as the work progresses.

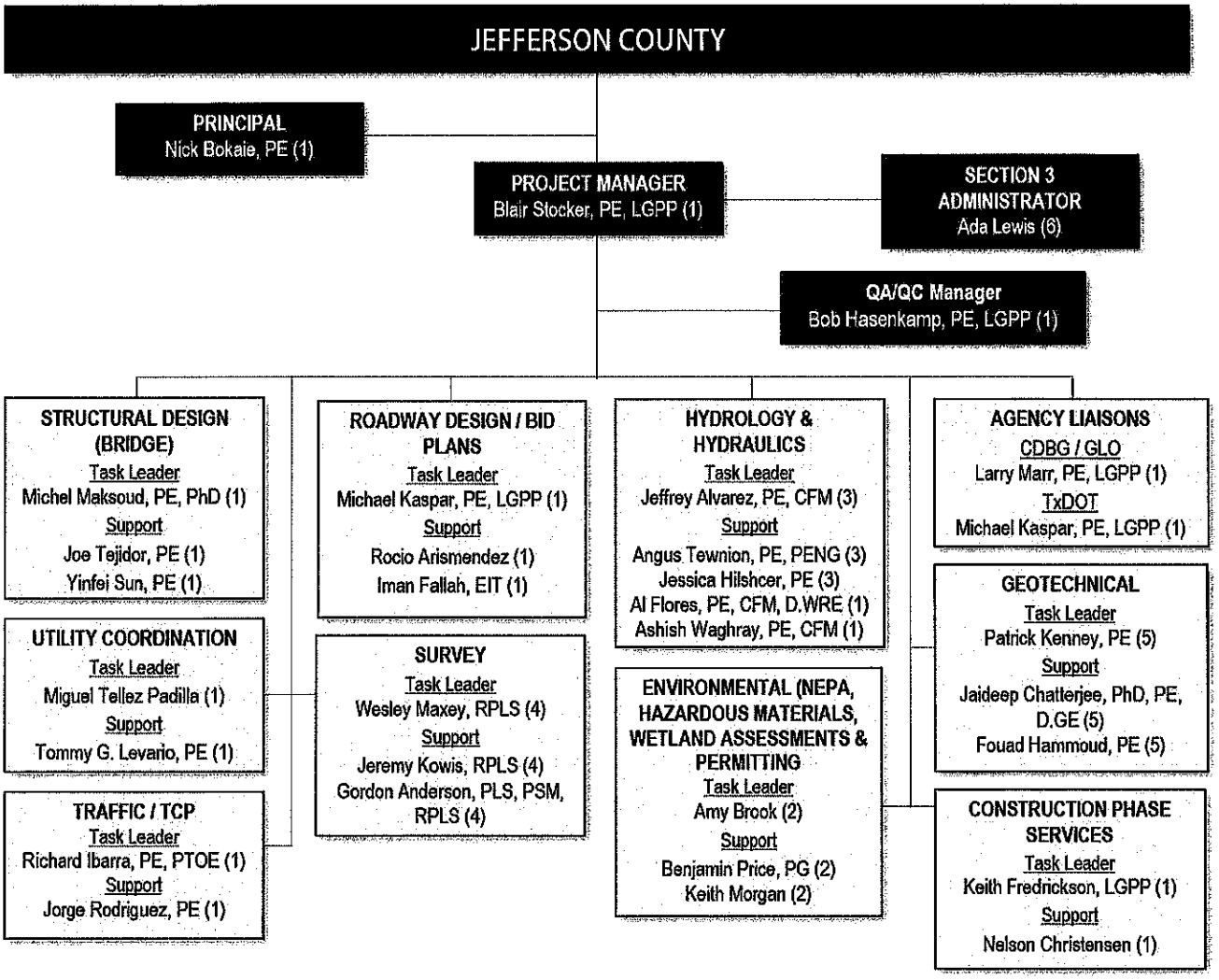
Each review is performed prior to a submittal to the client, then each level deliverable is also submitted to the client for review to incorporate their preferences and direction into the design documents. This review is not a detailed final review, but is intended to identify concepts or major inconsistencies in the design development. The QA/QC manager then meets with the design team to ensure all items and issues are addressed. The specific check procedures also require that each document be reviewed in detail by an independent party (not the original designer) and that the independent reviewer sign off on the document in written form. The QA/QC manager continues the oversight and detailed review through the 100% design level and into, and through, construction completion.



3. Capacity to Perform

Organizational Chart

The Dannenbaum Engineering Team is composed of highly qualified professionals who have been carefully selected for their qualifications, experience, and availability. The organization chart below displays the team structure, project leadership, and reporting responsibilities. The structure provides a clear framework by which our team will function in an efficient, cost-effective manner for the County.



(1) **Dannenbaum Engineering Corporation** – 3100 W. Alabama, Houston, TX 77098
(2) **Berg-Oliver Associates, Inc.** – 14701 St. Mary's Lane, Suite 400, Houston, TX 77079
(3) **LJA Engineering, Inc.** – 2615 Calder Avenue, Suite 500, Beaumont, TX 77702
(4) **LJA Surveying, Inc.** – 2615 Calder Avenue, Suite 500, Beaumont, TX 77702
(5) **Tolunay-Wong Engineers, Inc.** (MBE, HUB) – 2455 West Cardinal Drive, Suite A, Beaumont, TX 77705
(6) **Projeplan Engineering Services** (Section 3, W/MBE, SBE, HUB) – 6606 Tara Creek Court, Sugar Land, TX 77479

Qualifications and Experience of Staff

Key Staff Qualifications

NAME	ROLE	QUALIFICATIONS
Blair Stocker, PE, LGPP	**Project Manager**	35 years of project management experience including planning, design, and construction oversight of a diverse variety of complex infrastructure projects. These projects include various bridge projects from river crossings to small local bridge projects. Management philosophy includes effective communication with the project team and client, strong quality control throughout the project (not just at submissions), attention to detail regarding schedules and budgets, and always keeping the client happy and satisfied. Considers communication the number one issue regarding the successful completion of a project. Always willing to innovate if makes sense. However, understands researching a new idea takes time and budget the project may not have. Uses the principle of: "keep it simple" to ensure projects stay on track and don't get out of control budget wise. Also, always has the end product in mind as the project progresses and communicates project news to the client, whether good or bad. Creates a project plan at the beginning and follows that plan throughout.
Nick Bokaie, PE	**Principal**	35+ years of design and management of infrastructure facilities for public and private clients across Texas including cities, counties, TxDOT, FHWA, FEMA and USACE.
Bob Hasenkamp, PE, LGPP	**QA/QC**	32 years in transportation including 25 years of performing QA/QC review. Manages our QA/QC process for Dannenbaum Engineering's Transportation Department. Recently finished reviewing FM 455 at IH 35 in Denton County, which was a 1,200+ sheet design plan at the 95% level. Uses key staff members to assist him in the reviews. Our QA/QC plan requires all projects to have QC reviews prior to each submission. Mr. Hasenkamp and his staff ensure each project has the proper reviews in place.
Ada Lewis	**Section 3 Administrator**	31 years in project contract and construction management support, maintaining high quality standards, practices, and procedures.
Michel Maksoud, PE, PhD	**Structural Design (Bridge) Task Leader**	28 years in structural design for bridges and other transportation related projects. He has successfully led major structural design teams on new and reconstruction bridge projects.
Joe Tejidor, PE	Structural Design (Bridge) Support	38 years in structural planning and design including bridges over water. Spent 13 years with TxDOT in the Bridge Division and as Austin District bridge engineer. Mr. Tejidor is our key senior bridge engineer for this project. He will ensure the bridge design adheres to all standards and criteria at the highest quality.
Yinfei Sun, PE	Structural Design (Bridge) Support	8 years in structural design for transportation including design for TxDOT and other local agencies.
Michael Kaspar, PE, LGPP	**Roadway Design/Bid Plans Task Leader** and TxDOT Liaison	17 years relevant experience in civil design for various types of projects with specialization in drainage systems, facilities, and utilities. He has worked closely with TxDOT throughout his career providing services as a task lead, designer, or project manager for all types of roadway and drainage projects.

NAME	ROLE	QUALIFICATIONS
Rocio Arismendez	Roadway Design/Bid Plans Support	30 years designing and producing PS&E for roadway design projects in Texas. In the early stages of her career, Ms. Arismendez worked for the engineering design section at TxDOT. Her knowledge of TxDOT design standards and criteria is second to none. She will support Michael Kasper in the roadway design task and use her knowledge to ensure the design meets TxDOT expectations.
Iman Fallah, EIT	Roadway Design/Bid Plans Support	7+ years in transportation and roadway engineering. Mr. Fallah provides expertise in development of alignments using Bentley's new computer design program, OpenRoads. He is one of our aspiring engineers and will support Ms. Arismendez and Mr. Kaspar.
Jeffrey Alvarez, PE, CFM	**H&H Task Leader**	25 years in planning, analysis, and design of complex drainage and flood control projects including for FEMA, USACE, and TxDOT.
Angus Tewnion, PE, PENG	H&H Support	23 years in surface water resources with diverse experience in the development and operation of detailed H&H watershed and stream models.
Jessica Hilshcer, PE	H&H Support	6 years in civil design for transportation including roadway, drainage, and utilities.
Al Flores, PE, CFM, D.WRE	H&H Support	46+ years relevant experience in H&H analysis, planning, design and construction services for storm water channels & detention facilities, including multiple projects simultaneously.
Ashish Waghray, PE, CFM	H&H Support	14 years relevant experience in H&H project management and engineering for drainage studies, master plans, and stormwater/flood mitigation projects, including channel conveyance and detention basin projects.
Larry Marr, PE, LGPP	CDBG / GLO Liaison	48 years in project and program management for local projects including serving as program manager for Galveston Co.'s Hurricane Ike CDBG (TxGLO). As liaison for the CDBG/GLO, Mr. Marr will use his knowledge of their processes to assist Mr. Stocker in assuring the project moves ahead in an orderly fashion.
Miguel Tellez Padilla	**Utility Coordination Task Leader**	5 years in utility coordination and relocation and SUE. Mr. Tellez has completed utility investigation and coordination on the Birch Road bridge, Pasadena city streets, and County Road 400 projects. He has good rapport with the utilities and gets results.
Tommy Levario, PE	Utility Coordination Support	30 years in transportation design projects. He has provided utility coordination for municipalities and TxDOT projects.
Richard Ibarrra, PE, PTOE	**Traffic/TCP Task Leader**	22 years as a traffic operations and transportation project engineer for the design, operation, and management of transportation systems.
Jorge Rodriguez, PE	**Traffic/TCP Support**	25 years in traffic engineering operations and design. With TxDOT for 24 years (16 as a traffic engineer).
Wesley Maxey, RPLS	**Survey Task Leader**	9 years in boundary and topographic survey with experience in GPD control records.
Jeremy Kowis, RPLS	Survey Support	15 years in survey, specializing in transportation (TxDOT) work.
Gordon Anderson, PLS, PSM, RPLS	Survey Support	30 years managing survey projects and operations with a broad range of advanced technical skills.
Amy Brook	**Environmental Task Leader**	24 years of relevant experience in environmental studies, preparation of NEPA-compliant EAs & CEs for review and approval by various Federal agencies (FEMA, USACE, USEPA, etc.).

NAME	ROLE	QUALIFICATIONS
Benjamin Price, PG	Environmental Support	30+ years in geology and biology with expertise in environmental regulations, property assessments, hazardous waste testing and evaluation, wetland evaluation, endangered species audits, and health and safety issues.
Keith Morgan	Environmental Support	16 years relevant experience in environmental analysis and investigations, modeling, and Section 404, nationwide, and individual permits.
Patrick Kenney, PE	**Geotechnical Task Leader**	30+ years relevant experience in civil and geotechnical engineering, soils/foundation analyses and design, laboratory testing, materials engineering, and report preparation.
Jaideep Chatterjee, PhD, PE, D.GE	Geotechnical Support	14 years in geotechnical and civil design and consulting including for disaster recovery and bridge/transportation projects.
Fouad Hammoud, PE	Geotechnical Support	35+ years in geotechnical engineering/investigation/testing for roadway and bridge projects including canals and multi-lane roadway bridges and overpasses.
Keith Fredrickson, LGPP	**Construction Phase Services Task Leader**	25 years construction management for civil construction. Mr. Fredrickson has provided CPS services for many of our projects including the widening of Calder Road, Birch Road bridge replacement, new construction of FM 1409, and the widening of SH 242.
Nelson Christensen	Construction Phase Services Support	48 years relevant experience in construction phase services including construction engineering, management and inspection for drainage and flood control including detention basin design, transportation, and special projects.

Team Resumes

Resumes for key staff, demonstrating their experience and qualifications, begin at the end of this section (following the "Resumes" tab).

Capability to Meet Deadlines

Firm Capacity and Resources

Dannenbaum Engineering is one of the leading project management and engineering services companies with seven offices across the state of Texas and over 230 professional, technical, and support staff. Our corporate headquarters is located in Houston, with over 145 employees. Our firm has been providing engineering services in Texas for over 75 years and our depth of resources and sound financial backing ensure our ability to undertake the Taylor's Bayou drainage improvements project successfully. We have ample staff, with significant local drainage, bridge, and roadway experience, supported by a full gamut of management systems and technical tools.

We have assigned a combined team of 31 personnel in key disciplines, including management, QA/QC, and agency coordination roles. We have additional staff within the firm in all required disciplines who can be called upon if needed (providing redundancy in all areas) to keep the project's schedule and budget on track. Our subconsultants have also committed the required engineers, specialists, technical, and survey staff to this project, and will provide additional staff, if needed.

The table at the top right demonstrates our capacity to support this project for the County.

ASSIGNED PROJECT PERSONNEL			Total Team Capacity
	Dannenbaum Engineering	Subconsultant	
Project Managers	1		237
Design Engineers	3	3	153
Designers (CAD)	2		165
H&H Engineers	2	3	39
Structural Engineers	3		26
Traffic Engineers	2		70
Geotechnical		3	31
Environmental Engineers/Specialists		3	42
Surveyors		3	18
Construction Managers/ Construction Inspector	2		32
Section 3 Administrator		1	1

Current and Projected Workloads

Our team is immediately available to begin work on this project from day one and see it through to its successful completion. Our current workload for our technical and support staff is such that all our proposed key staff members and their support staff will be committed to this project for its entire duration.

The table below shows the current and projected workloads for our key team leadership:

Project Name	% Involvement	% Project Completion	Expected Project Completion Date
Blair Stocker – PM			
Birch Road Bridge	5%	45%	3/2021
County Road 400	10%	75%	1/17/2021
Harris County On-Call	5%	80%	12/31/2020
Smith Ranch Road	5%	90%	1/22/2022
Bob Hasenkamp – QA/QC			
Gessner Left Turn Lane	50%	75%	11/13/2020
NHCRWA Contract 31A TCP	50%	5%	7/18/2021
Quitman St	25%	30%	7/2022
Michel Maksoud – Bridge TL			
SH 242	5%	100%	03/2021
Laura Koppe	5%	60%	05/2022
Administrative	50%	N/A	N/A
Michael Kaspar – Roadway TL			
FM 521	25%	60%	Mid 2021
FM 1093 Westpark	5%	99%	12/2020
Hempstead Road	5%	50%	End of 2022

Project Name	% Involvement	% Project Completion	Expected Project Completion Date
TxDOT Utility Contract (Currently 7 Open Work Authorizations)	50%	50%	05/2023 (Contract Expiration)
SH 99 Grand Parkway SBFR	5%	20%	End of 2021
Jeffery Alvarez – H&H TL			
Solterra Development Dam Breach Analysis, Mesquite	50%	25%	12/2020
City of Jasper Sandy Creek Drainage Relief Project, Jasper	35%	98%	12/2020
Spindletop Bayou Watershed Study, Chambers County	50%	99%	12/2020
Miguel Tellez – Utilities TL			
Birch Road Bridge (CPS)	60%	45%	03/2021
Pasadena DMA 3	2%	95%	03/2021
Harris County On-Call	5%	90%	01/2021
County Road 400	15%	65%	01/2021
Richard Ibarra – Traffic TL			
TxDOT PR 22 & SH361 Feasibility Study, Corpus Christi	20%	50%	8/2021
TxDOT Loop 1604 Schematic/ Environmental, San Antonio	15%	40%	12/2021
TxDOT Traffic On-Call, San Antonio	20%	10%	12/2022
Wesley Maxey – Survey TL			
SAWS Medina Sewer and Water Project, Medina and Bexar County	20%	85%	1/1/2021
Pearce Lane from Kellar Rd to Wolf Ln	10%	90%	2/2/2021
Woodlands Subdivision Phase 1-4 Tree Survey	15%	10%	1/15/2021
City of Round Rock, Swale Rehabilitation & WL Replacement	10%	90%	12/15/2020
Amy Brook – Environmental TL			
IH 35W (Johnson Co)	2%	5%	2023
FM 3005 CE (Galveston Co)	5%	10%	Late Spring 2021
FM 521 CE (Fort Bend Co)	5%	5%	Summer/Fall 2021
SH 288 @ Rodeo Palms Reeval (Brazoria Co)	5%	60%	Summer 2021
IH 45 Drainage Improvements (Montgomery Co)	5%	10%	Summer 2021
Pearce Lane Widening (Travis Co)	5%	50%	08/2021
US 96 EA, Jasper	5%	10%	Late 2021/Early 2022
NHCRWA Water Line EDF	5%	10%	03/2021
Patrick Kenney – Geotechnical TL			
Sims Bayou Tunneling Pjt, Instrumentation Installation & Monitoring Pgm	20%	10%	12/2021
Formosa Plastics – The Sunshine Pjt	20%	<10%	01/2023
CPChem – USGC II	5%	20%	01/2023
Air Products – Gulf Coast Ammonia Pjt	5%	30%	01/2022
Keith Fredrickson – CPS TL			
FM 1409 Roadway	95%	40%	09/23/2021
FM 1409 Bridge	95%	Bid Phase	04/18/2022
Calder Rd South	3%	55%	05/2021
Birch Rd	2%	25%	09/2021

Integrating Staff and Maintaining Presence with the County

Dannenbaum Engineering's staffing plan is to function as an extension of the County's staff. This is structured around having clearly defined project responsibilities. The team is organized around our Project Manager Blair Stocker, who will have direct responsibility for the day-to-day activities. He is backed by our Principal Nick Bokaie, who will support Mr. Stocker with resourcing and be an advocate within Dannenbaum Engineering to ensure the project has the resources and manpower to successfully complete this project.

Project Manager Blair Stocker will be the main point of contact for the County. He will be supported by the discipline leads (DL), who reflect the expertise needed for the assigned project. The various DLs will serve as the lead project engineer for that particular task. The DLs will assist Mr. Stocker in providing day-to-day communication for the project status reporting and daily project operations.

Communication will continue until all outstanding technical, financial, and contractual issues are resolved. In addition to periodic meetings, site visits, and conference calls, Mr. Stocker and the DLs will coordinate with the County's project representative(s) on a routine basis throughout the project. This coordination will establish the times and locations for meetings, deliverables, and important milestone updates.

Mr. Stocker will prepare and distribute monthly management reports. The status reports address milestones, accomplishments, status, variance, next steps to be taken by whom and when, outstanding tasks, and issues from the previous week to the next week. Mr. Stocker and the DLs will also provide special reporting to County representatives if problems arise that may delay the team's activities or pose consequences to any delivery effort. Regular communication ensures that the project is proceeding according to plan and schedule.

Understanding of Services Required

Understanding/Qualifications to Provide Engineering Services for CDBG-DR and Other Grant Funded Projects

Dannenbaum Engineering understands the services required and qualifications necessary to provide CDBG-DR engineering services, having prepared applications and obtained funding through disaster recovery grants including the US Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Fund; FEMA Hazard Mitigation Grant Program (HMGP); a grant funded through the USEPA; a Restore Act Grant administered through TCEQ; several Texas Community Development Program (TCDP), grants administered through the TxGLO; utility improvements funded through Harris County grants; a number of research, planning, and design grants funded through the TWDB as well as several grants funded through the TWDB Economically Distressed Areas Program (EDAP) Fund and State Water Implementation Fund (SWIFT). These agencies have assisted transportation agencies, municipalities, and other agencies to obtain funding for much needed infrastructure and transportation improvements.

Our CDBG administration support experience includes managing Harris County's Hurricane Ike CDBG work contracted/funded by the Texas GLO. These projects included street, water line, and sanitary line rehabilitation. Dannenbaum Engineering's recent grant funded projects were in Galveston County, which received a $35M grant from the Texas GLO to repair damage from Hurricane Ike. Dannenbaum Engineering is the engineer-of-record for the 14 projects that resulted from the grant, managing all engineering services. The projects included a variety of disciplines such as channel improvements, street rehabilitation, water and sanitary line rehabilitation, generator installations, and a MUD motor control center. Dannenbaum Engineering worked closely with the grant administrator to manage the funds that were part of the grant and provided documentation to the grant administrator so that the GLO could verify compliance for the engineering work performed. As

such, we are familiar with working with the GLO and their funding process.

Dannenbaum Engineering has also obtained over $1B in funding in the last 10 years from TWDB programs and subsequently provided surveying, planning, design, and construction management services for over 50 projects. All the projects are associated with either water resources, regional flood control, highway design, or solid waste design.

The list below is a brief summary of a few of our relevant projects completed in recent years involving CDBG, FEMA HGMP, or other grant funding:

Jefferson County DD7 Groves Detention Pond, Jefferson County	One of three storm water detention basin Hurricane Harvey recovery projects. Includes in-depth analysis and modeling studies, design, and CPS.	Ongoing	FEMA HMGP
Texas GLO Flood Studies Within Combined River Basins (Trinity-Sabine-Neches), 12 Counties in SE TX	Regional and local planning studies to provide flood mitigation recommendations as a result of Hurricane Harvey in Region 1 of three assessment areas (49 counties).	Ongoing	TxGLO CDBG-DR
TxGLO CDBG Disaster Recovery Program, Galveston County	14 projects for Galveston County which include street improvements, drainage improvements, municipal water systems, and back-up generator systems and include a variety of disciplines such as street rehabilitation, water and sanitary line rehabilitation, generator installations, MUD motor control center, and channel improvements.	Ongoing	TxGLO CDBG-DR
Gulf Coast Community Protection and Recovery District (GCCPRD) Six County Storm Surge Suppression Study, Orange/Jefferson/ Chambers/Harris/Galveston/Brazoria Counties	The study includes all USACE civil works planning activities associated with long-term planning and strategy to protect communities in a six-county region from storm surge and flooding.	Completed 2018	TxGLO HUD CDBG-DR
Harris County Hurricane Ike CDBG, Harris County	The projects included street, water line, and sanitary line rehabilitation	Completed 2016	TxGLO CDBG
Willow Creek Master Plan, Harris County	Study to identify a plan and projects to reduce riverine flood risk	Ongoing	CDBG-DR
City of Pflugerville 2018 Pavement Maintenance Program, Pflugerville	Design and construction administration services for the reconstruction of local and collector roadways	Completed 2018	CDBG
FEMA Hurricane Ike Recovery, Chambers County	Services in support of post-Ike projects including disaster recovery work for Oak Island Volunteer Fire Department fire station replacement and work for McCollum Park. Other services included design, cost estimation, bid support, and construction management	Completed 2010	FEMA
Vista Street Lift Station Rehabilitation and Trunk Sewer, Pasadena	Design for rehabilitation of lift station and 6,000 LF of gravity sanitary sewer	Completed 2015	TxGLO CDBG HUD
City of Galveston 59th Street Pump Station, Galveston	Provided services in support of design and construction of a new facility and installation of an emergency power generator and all related equipment.	Completed 2018	FEMA HMGP, HUD CDBG-DR

City of Pasadena, Paving and Drainage Evaluation/Flood Mitigation for Five City Streets (Project A3) under Hazard Mitigation Bond Program, Pasadena	Comprehensive drainage evaluations, pavement assessment, mitigation design, and construction phase services for the rehabilitation/ reconstruction of over 7,400 feet of 5 city streets	(est) 2021	FEMA HMGP
Clear Creek Regional Master Drainage Plan (Phases I & II), Harris County	P1: Development of storm water management plan of Clear Creek Watershed P2: Unification and update of management plan to incorporate into Master Drainage Plan	Ongoing	TWDB and HCFCD
FEMA Hurricane Ike Recovery, City of Pasadena	Post-disaster recovery support for the City's convention center, administration building, and fire facilities. Other services included design, cost estimation, bid support, and construction management	Completed 2019	FEMA HMGP

Understanding of Project Scope

Bridge Approach

The proposed project is considering replacing the existing 140-foot-long, 7 span bridge with a new 260-foot-long, 5-span structure.

Designing for this new 5-span bridge will most likely require raising the profile because the new bridge will have 52-foot-long spans, which are greater than the existing 20-foot spans. The new longer spans will require a deeper superstructure which will affect the current freeboard. We will optimize the design using the shallowest TX girder in TxDOT's inventory that can span 52-feet. We will also consider whether drilled shafts may be more economical than using driven piles. Additionally, we will select a bridge rail that will be strong against vehicles but also function to reduce any adverse effects if the bridge were to be overtopped with water. We intend to close the approaches to the bridge during construction, demolishing the existing bridge before construction of the new bridge. We are assuming that the replacement bridge will be the same width as the existing bridge.



We could also consider extending the existing bridge if the inspection inventory shows this bridge to be in good shape and able to function for another 50 years or so.

Extending this bridge to meet the bayou's widening requirement will require adding 60-feet to both ends. This will require adding three spans of 20-foot length, utilizing the existing superstructure type. Joe Tejidor, bridge support on this project, is one of Dannenbaum Engineering's lead bridge project managers and has done this successfully on a project for the City of Austin. The existing abutments will be converted to interior bents requiring some modifications to the caps and retexturing the now exposed drilled shafts or pilings. Additional foundations members may need to be added to the existing abutment if analysis proves the existing foundations cannot handle the additional loads due to the extension. If this option is feasible, we will also assume the approaches to the bridge will be closed and all work to extend the bridge will not require any phasing. Extending the existing bridge could result in lower construction cost due to less bridge area needing to be built. We will have to evaluate the differences because the number of spans required to extend the bridge will be greater than the proposed bridge. Savings could come in the form of reduced construction and construction time due to less bridge area required, as opposed to the proposed bridge.

Hydrologic & Hydraulics Approach

Our H&H team, comprised of LJA and Dannenbaum Engineering staff, presents the following brief overview of the approach for H&H analysis to consider in the development of the channel widening/erosion control project. We also understand that Jefferson County will have individual key needs associated with the channel widening and erosion control measures along with the bridge replacement. However, we believe that to accomplish the County's desired outcome, it will need to have these important components.

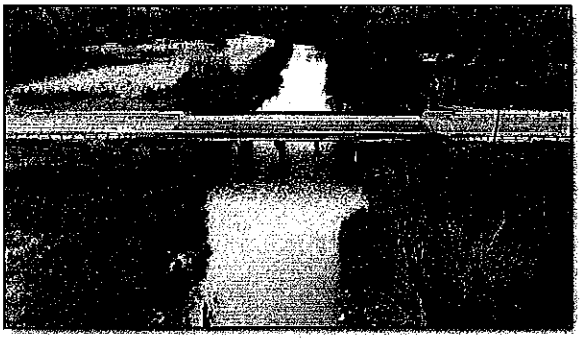
- Conduct H&H analyses to identify flood prone areas and flood/erosion control options within the project limits
- Evaluate conceptual channel and bridge improvement options per the RFQ for potential increased flood risk
- Update any necessary channel/bridge sizing as needed to prevent any resulting adverse flood risks to adjacent or downstream property owners
- Ensure compliance with TXDOT H&H standards
- Review and approval by the County, TXDOT, and the USACE (if necessary)
- Prepare a FEMA CLOMR and/or LOMR as required by the County to adhere to the FEMA NFIP requirements for alterations to regulatory floodplains



We have identified a comprehensive approach that will accomplish the project's objectives utilizing the following tasks:

Collection of Baseline Information

Our team, in conjunction with Jefferson County, will acquire existing watershed studies and data relevant to the development of the baseline, existing conditions for the Taylor's Bayou channel. This information will include the following:



- Existing H&H studies by Jefferson County and other stakeholders such as TxDOT, FEMA, and USACE
- As-built construction drawings from the County and/or TXDOT for the existing bridge
- LiDAR and aerial photography from TNRIS or other regional entity to determine watershed boundaries, land use, hydrologic parameters, and channel cross-sections
- Limited field surveys to fill data gaps for hydraulic structures and drainage infrastructure identified as critical
- Perform field site visit to determine H&H parameters

H&H Modeling – Existing Conditions

After the collection of the necessary data, our team will consult with County staff to determine the appropriate modeling methods and drainage criteria to be used in the creation of an existing conditions model. We will then create existing condition hydraulic models of the channel within the project limits. Utilizing these existing models as a baseline, our team will update the hydrology with current land use, delineate watersheds, and update hydrologic parameters with current criteria for the creek.

The baseline hydraulics of Taylor's Bayou will be based on HEC-RAS hydraulic models prepared from LiDAR channel cross sections and structure geometry from available as-builts and limited survey within the project limits. Aerial photography and field reconnaissance will be used to determine land cover and channel roughness coefficients.

All analyses will be in accordance with TXDOT's hydraulic design criteria.

Channel/Bridge Sizing Evaluation

Once the baseline modeling has been completed, our team will present the findings to Jefferson County to review the results after thorough

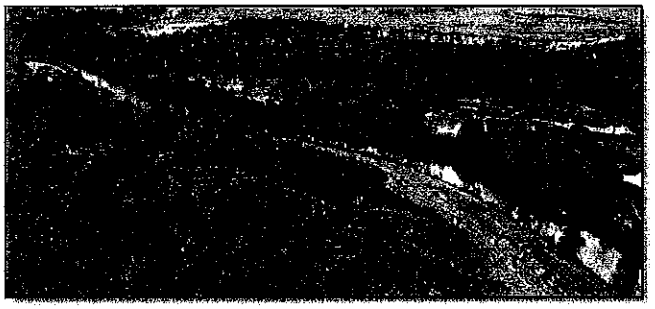
evaluation through our team's QC process and before evaluating the proposed improvements. H&H models will be updated with proposed channel widening, deepening, and bridge replacement improvements to determine their impact on discharges and water surface elevations. Our team will provide recommended improvements that will be in compliance with TXDOT's and FEMA's drainage/floodplain requirements. Our team will evaluate alternative channel and bridge sizing options that will be presented to Jefferson County for review and approval.

Coordination with Governing Agencies

With approval from Jefferson County on the results of the H&H analysis, our team will present the results to the local TXDOT regional governing office for review and approval. With TXDOT approval of the preliminary schematic sizing of the channel and bridge replacement, a FEMA conditional letter of map revision (CLOMR) would be prepared and submitted to the County for approval to FEMA. A CLOMR may be required should the alternative increase water surface elevations more than one-foot as compared to existing conditions, or if there is an increase in waer surface elevation more than 0.0 feet in a floodway. The County could bypass the CLOMR process should an alternative meet FEMA requirements, and a final letter of map revision (LOMR) would be submitted to FEMA after construction is completed to obtain FEMA approval and have the regulatory flood maps revised to reflect the improvements to Taylor's Bayou through this reach.

Environmental Approach

Environmental compliance for any project is often the critical path. Our team's environmental consultant Berg-Oliver environmental task lead will facilitate a discussion with the client and, if necessary, other project representatives regarding the process, findings, and potential solutions to avoid or minimize impacts and to keep the agency review and approval moving expediently We take a proactive approach in communicating with our clients and team members about concerns and solutions – THAT IS OUR JOB. In our initial review of the project, we have identified four specific agency reviews that trigger environmental assessment, adherence to the National Environmental Policy Act (NEPA) process, and potential permitting.



1) **CDBG- DR** funding is a federal program requiring NEPA documentation. This is reviewed by the GLO and, potentially, HUD
2) The **bridge replacement** is part of a TxDOT highway system and will require a separate NEPA document review by TxDOT
3) **Taylor Bayou** is considered a Water of the United States and subject to jurisdictional review by USACE under Section 404 of the Clean Water Act (CWA) and Section 10 of the Rivers and Harbors Act
4) **CLOMR/LOMR:** as part of the FEMA review, coordination with USFWS under Section 7 of the endangered species act (ESA) is required.

Our approach is to provide these assessments and documentations simultaneously to the extent allowed by the NEPA process, in order to compress the review schedule.

CDBG-DR funding is administered with GLO and, potentially, HUD. The challenges of conducting environmental services with any federally funded program, such as the CDBG-DR program, are often the requirements under NEPA. These grants have firm schedules, adherence to regulated protocol and simultaneously working through the environmental review process during design development is crucial to the project schedule. Our environmental team will work diligently with the engineers and agencies to facilitate this parallel portion of our approach.

This parallel approach is critical for schedule when evaluating the level of review such as the difference between nationwide permit (three months) and individual permit (18 months) with the USACE, the need for Section 7 Coordination with USFWS and Section 106 coordination with the Texas Historical Commission, and the differences between categorical exclusion not subject to 58.5 (three months); categorical exclusion subject to 58.5; environmental assessment (EA); or environmental impact statement (EIS) (24 months).

The **bridge replacement** will require coordination with TxDOT and a separate NEPA document that fits their procedures and guidelines. Since the work would be confined within the existing ROW, TxDOT would likely allow a D-list categorical exclusion (CE) with public involvement **IF** the project requires temporary route changes.

Taylor's Bayou is considered a **Water of the United States** and subject to jurisdictional review by USACE. While the project does not propose fill that would trigger the need for a permit, the NEPA process with GLO and TxDOT requires coordination with the USACE and, potentially, a nationwide permit for the bridge replacement.

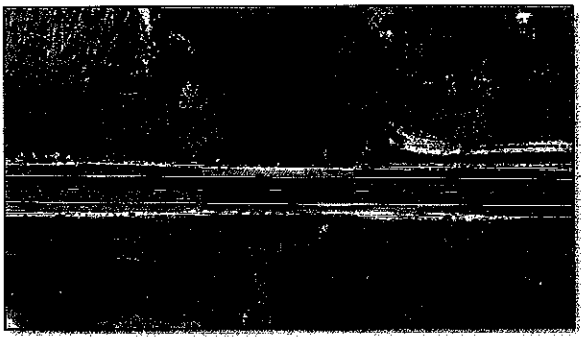
CLOMR/LOMR: as part of the FEMA review, coordination with USFWS under Section 7 of the ESA is required.

This is all gathered in the environmental resource report (ERR). Development will begin with the kick-off meeting (typically held via conference call such as Microsoft TEAMS, WebEx, or Skype), with participants consisting of the PM, the environmental task lead and project coordinator, and representatives from Jefferson County, the design team, GLO (and, potentially, HUD or its agent), and TxDOT. The project scope and level of review (CE, EA, etc.) will be examined, and a clear framework of the project goals and deadlines will be established. Other items discussed in the kick-off will include project alternatives considered, team member points of contact, project milestones/schedule, right-of-entry, unique safety considerations/protocols, and disclosure of any pertinent materials for distribution among the various team members (e.g., previous reports, related assessments, review of agency requirements, etc.). For purposes of this RFQ, it is assumed that right-of-entry would be obtained and granted by the Jefferson County.

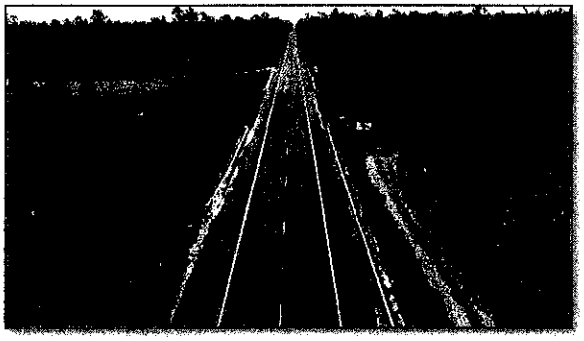
Prior to kickoff, areas of concern and items requiring the longest lead time to assess will be initially identified via desktop research (e.g., GoogleEarth, floodplain and topographic maps, National Wetlands Inventory (NWI) Map, Archeological Sites Atlas), preliminary site visits (if reasonable and accessible), and coordination with the County (for known issues). As part of the approach, Berg-Oliver will conduct all appropriate site investigations and assessments required at the onset of the project in the initial ERR to obtain environmental clearance. Resources/topics to be evaluated will include biological (e.g., protected species), cultural (archeological and historical), water quality, air quality, noise, socioeconomics/ environmental justice (EJ), floodplains, hazardous materials/toxic substances, land development, community facilities and services, cumulative impacts, and project alternatives will be considered. Based on the assessments, Berg-Oliver will determine if any special studies are required, such as a wetland delineation or USACE CWA Section 404 permit, USFWS ESA Section 7 consultation, or Phase I ESA. Our approach reviews the potential of each review, its impact to the project schedule, and alternative solutions that would minimize the review and meet the goals of the project.

We use tools such as EPA's EJ Screen Mapper and American Community Survey (ACS) to review project area demographics data for minority or low-income populations to assess potential EJ issues and the use of the National NWI database to indicate potential wetland and stream presence, as this will drive whether or not early and final wetland notices and an 8-step wetland process are required for a project. Similarly, FEMA floodplain maps are reviewed to begin early and final floodplain notices and an 8-step floodplain process will be required. The USFWS's IPaC is reviewed to identify potential presence of federally listed species and critical habitats within the project area. Available regulatory databases are used to identify known hazardous materials sites within ASTM-designated search distances from the project area (e.g., TCEQ and EPA registered facilities). Lastly, available online THC and National Registry of Historic Places (NRHP) databases are used to provide locations and details of important features such as listed NRHP properties, cemeteries, and historical markers.

If applicable, Berg-Oliver will prepare the 8-step floodplain and/or wetland process and publish early and final floodplain and/or wetland public notices in a



local newspaper and include the supporting affidavit and proof of publication in the ERR package. Comments received through the public notices will be addressed and documented in the ERR along with their responses.



Berg-Oliver will also prepare and submit agency coordination letters of request for project review (i.e., notice to interested parties), as applicable, and assist Jefferson County in Section 106 consultation with state and tribal historic preservation officers and the appropriate tribal nations (identified through GLO and HUD's tribal directory assessment tool), if required. Comments received from these entities will be addressed, and consultations will be documented in the ERR. All correspondence regarding agency approval/coordination, as well as any other ERR documentation as requested by Jefferson County, will be included in the ERR package.

The final steps of the environmental review process involve notification to interested parties of the intent to request the release of project funds and, if applicable, report the FONSI. If the project is a CE, Berg-Oliver will manage the publication/posting of the notice of intent to request release of funds (NOI RROF) public notice, as required by 24 CFR 58.70, and obtain the necessary documentation for proof of publication/posting of the notice. If the project is an EA, Berg-Oliver will handle the dissemination of the FONSI to parties known to be Interested, as required by 24 CFR 58.43. Berg-Oliver will also manage the publication/posting of the FONSI public notice, combined with the NOI RROF public notice, and obtain the necessary documentation for proof of publication/posting of the combined notice.

Additionally, Berg-Oliver will provide a letter of FONSI determination to the EPA, GLO, and HUD with a copy of the FONSI NOI RROF notice. All documentation of clearance relating to the dissemination of the FONSI will be provided in the ERR package. For all levels of environmental review, public and agency comments and their responses will be included in the ERR.

While the ERR is processing through GLO, Berg-Oliver will also be working with TxDOT on the appropriate level of NEPA document for the bridge replacement, including USACE coordination. All technical reports required will utilize the information gathered with the ERR to avoid duplicate effort.

Berg-Oliver will finalize and submit the ERR to Jefferson County for its submittal to GLO and HUD or its agent, which will initiate the objection period on the release of funds, as stated in the NOI RROF or FONSI NOI RROF notice. Should any objections occur during this time, the objections will be addressed by the appropriate project team members and, if required, the ERR will be revised accordingly to address the raised concerns.

With the ERR complete, GLO and HUD or its agent will then process the project for environmental clearance and issue the authority to use grant funds certification. The same general processes as described above will be followed to obtain environmental clearance from TxDOT.

Traffic Control Plan

Dannenbaum Engineering will utilize TxDOT standard details and criteria to develop a traffic control plan for the project. Due to the absence of state connecting roads near the project site and the narrowness of the 2-lane existing roadway, the bridge most likely will be closed and a detour implemented. Local roads such as Craigen Road were initially considered for the detour. However, a field view indicated these local roads do not match the criteria of SH 124 and would require extensive upgrades. This will, in effect, lead to higher project costs. To minimize these costs, a detour using state and federal highways was developed to safely detour traffic around the project site. This detour totals 12.5 miles and includes the following roads:

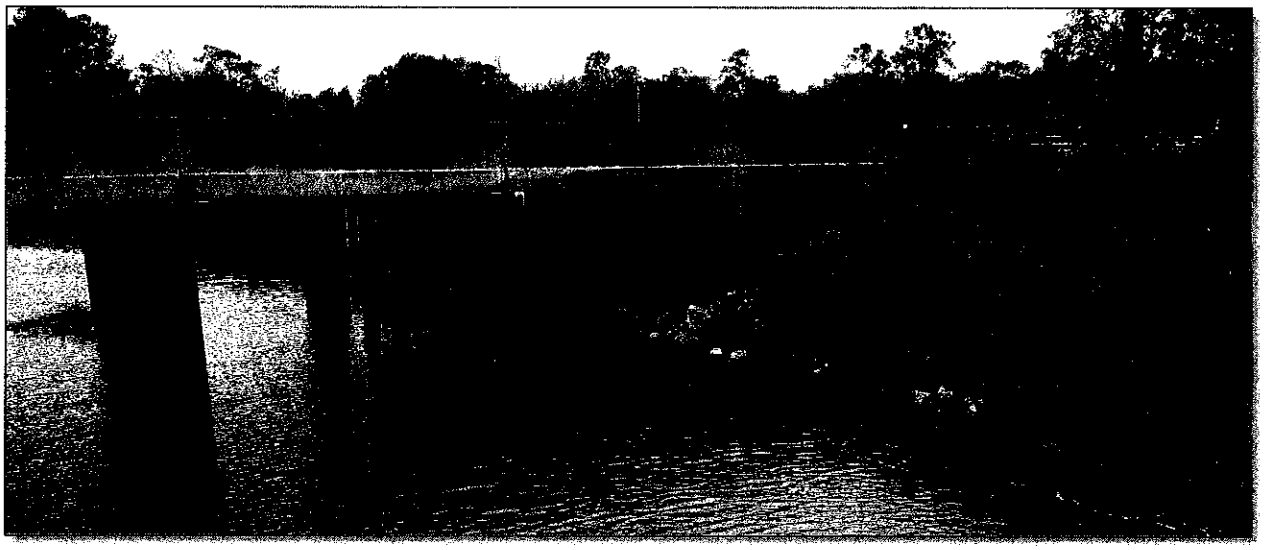
- SH 124
- SH 73
- Gulfway Drive
- Interstate 10
- Highway 365
- SH 124

All the roads noted above, besides the interstate and SH 73, are mostly 2-lane, asphaltic highways with the

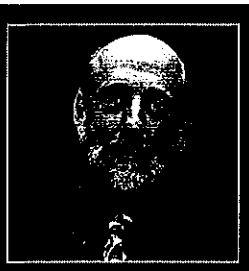
exception of Gulfway Drive, which is a 4-lane concrete arterial connecting SH 73 in the south with IH 10 in the north. Dannenbaum Engineering will perform a field inspection and documentation of each road prior to implementation of the detour. The detour will also have to be a part of the public involvement process during the environmental document preparation. The public, such as the local crawfish restaurant, would need to be informed as to why such a detour is required and the possible length of time the detour will be in place.

The detour will be clearly marked through signage requirements based upon TxDOT criteria. Traffic studies at detour major intersections will be completed to ensure the additional traffic from SH 124 will not impact the level of service at the existing intersections. Minor temporary widening and traffic signal timing adjustments may be required prior to implementation of the detour. Accelerated bridge construction techniques will be investigated to determine whether the detour's schedule can be minimized.

Dannenbaum Engineering has developed successful detour plans in the past, including detour plans for projects such as FM 1093 and FM 521 in Fort Bend County. Additionally, during construction on the Rayford Road reconstruction project, Dannenbaum Engineering added detours and worked with the county to develop a viable detour that minimized impacts to the surrounding area.



DANNENBAUM ENGINEERING
EXCELLENCE SINCE 1945 75th ANNIVERSARY



BS, Civil Engineering, University of Pittsburg

PE, TX #133571
TxDOT LGPP Certified

TxDOT Precertification Employee Sequence No. 28444
Categories: 3.2.1, 4.2.1, 4.4.1, 4.5.1, 18.3.1, 18.4.1

Blair C. Stocker, PE, LGPP

Project Manger

Mr. Stocker has 35 years of experience in engineering and project management including planning, oversight of environmental studies, preliminary and final design, specifications and cost estimates, and adherence to local and national permitting, guidelines, and policies for a wide variety of civil infrastructure projects. His qualifications include both large, multi-faceted/multi-disciplined projects and small local assignments for transportation facilities, airport facilities, public infrastructure and commercial/retail developments. Mr. Stocker has overseen projects falling under intense public scrutiny and contributed extensively to client efforts to obtain public support. *Relevant project experience includes:*

Federally Funded Paving and Drainage Evaluations and Mitigation Design for Five City Streets: Pasadena, TX. Project Manager for comprehensive drainage evaluations, pavement assessment, mitigation design, and construction phase services for the rehabilitation/reconstruction of over 7,400 feet of five city streets in the City of Pasadena: Crescent Drive, Ellaine Avenue, Texas Avenue, West Texas Avenue, and Vince Street. Adjustments were made to the profiles of city streets to lower the streets in elevation to provide for temporary storage during heavy storm events and protect the surrounding homes. Work included extensive hydrology and hydraulics studies and evaluation, detention design, design of a storm water pump station, horizontal and vertical geometry, impediment reports, construction plans, drainage design and new storm sewers, and structural wall design.

Galveston County, Birch Road Bridge: Galveston County, TX. Project Manager for the design team for the preparation of construction plans for replacement of an 80-foot bridge structure over the Clear Lake Shores Canal. Included the associated structural design approach roadway work, H&H analysis, traffic control plans, drainage design, and storm sewer system, and signing and pavement markings.

County Road (CR) 400, Brazoria County, TX. Project Manager for a comprehensive study, analysis, and design services for the realignment/relocation of CR 400 (Brazos River Road) in Brazoria County. The flooding and erosion along the Brazos River has been problematic to the County for many years and compromises the CR 400 roadway's stability.

FM 149, Montgomery County, TX. Project Manager for the schematic design of an approximate 3-mile relocation to allow connection to the Tomball Toll Road. This project is in the early stages of planning and includes a multi-span bridge over a railroad.

Dix Hill Bridge Replacement: Center Township (Perry County), PA. Project Manager for final design of a 38-foot bridge replacement over Little Juniata Creek. This project included 400 feet of approach roadway, H&H analysis, and water surface elevation flood easement adjustments. The project has both federal and state funding. It is managed and administered by PennDOT District 8 and follows all PennDOT criteria and design standards.

Bucks County, Bridge 45 Replacement, Pennsylvania Department of Transportation (PennDOT) District 6, Bucks County, PA. Project Manager for final design of a 45-foot bridge replacement over Stone Creek. This project has both federal and state funding and is managed and administered by PennDOT and follows all PennDOT criteria and design standards.

Engineering Open End (Design), Pennsylvania Turnpike Commission (PTC), PA. Project Manager/Client Manager for a $1M design open-end with four work orders including dual, mainline bridge rehabilitations, two 10-mile sections of mill and overlay projects totaling $25M construction cost per section and a bridge removal project.

SR 18 Bridge - PennDOT Small Bridge Program, Various Locations, PA. Project Manager for the SR 18, deficient bridge replacement in Canton Township, Washington County, PA. Mr. Stocker prepared the proposal and helped determine the most cost effective solution was to eliminate the bridge and lower the roadway to allow for wider shoulders, thereby improving safety and effectively eliminating a future bridge to maintain, saving scarce maintenance funding.

Monongahela River Bridge Design, Port Authority of Allegheny County/PennDOT, Pittsburgh, PA. Assistant Project Manager responsible for managing the preparation of environmental documents (EIS), preliminary, and final design of a $150M river crossing connecting the central business district with the south side of the river. This was a very complex, multidisciplinary project on a fast-track schedule. Permitting included section105/404 joint permit for the river crossing. Extensive coordination with the property owners and public officials contributed to the general acceptance of this project.

Monongahela River Bridge Study, Port Authority of Allegheny County/PennDOT, Pittsburgh, PA. Assistant Project Manager responsible for the preparation of a 60-day river crossing study. Directed the preparation of this study by facilitating the efforts of each discipline involved. The study was successfully completed and expedited the beginning of the environmental process on this complex project.

SR 49 – Section 057, PennDOT District 3-0, Tioga County, PA. Project Manager responsible for preparing the final design of this project involving the production of the conceptual and final design of the foundation for a 132-foot Acrow Panel temporary bridge over the Cowanesque River in Westfield Borough, Tioga County, PA. Working for the contractor, our role included final design of pile cap foundations (including piles and pile cap options) and approach embankment. Issues to overcome included unknown utilities, unstable riverbanks, a private wooden barn structure very close to the proposed bridge, and a buried wall structure. The resulting foundation consisted of four individual steel-framed pile cap foundations, each with four piles per footing, and a geogrid stabilized approach embankment. The approach embankment included timber facing to serve as the backwall for the bridge. The design was fast-tracked and completed within two months of notice to proceed. This project required intense coordination between the contractor, engineer and PennDOT.

SR 119/SR 819 – Section A02, PennDOT District 12-0, Mt. Pleasant (Westmoreland County), PA. Project Manager responsible for preparing the environmental document and preliminary engineering and final design plans for this $25M interchange reconstruction project. The project included three new 14- x 42-foot culverts, one 164-foot, one-span, integral abutment bridge, 3,500-feet of new 5-lane roadway, two relocated ramps, two rebuilt ramps, and utility relocations including gas, water, and sewer. During the environmental document preparation (CEE Level B), at the request of the FHWA, Mr. Stocker led the team in preparing a double-cross over interchange design as an alternative to prove it would be too costly to build saving the client scarce construction funds. Permitting included the CEE, archaeological investigation /excavation and concurrence, wetland relocation, Section 105/404 joint permit, NPDES, SWM, and general permits. Included site visits/discussions with PA agencies such as the PA Fish and Boat Commission, and PA Department of Environmental Protection. He also received approval from the client to proceed with a one-span bridge alternative instead of a two-span to minimize costly impacts on a busy expressway below the bridge. Conspans were proposed for the culverts to minimize the use of costly and unworkable dual-concrete CIP boxes. Traffic control included half width bridge construction and shoring. Also, Mr. Stocker, helped create a memorandum of understanding with the Pennsylvania Historic Museum Commission to allow archaeological investigation to proceed parallel with the PE accelerating the schedule and receiving clearance in record time.

Mon/Fayette Expressway: Uniontown to Brownsville – Section 51J – PTC, Washington County, PA. Project Manager responsible for managing this $85M final design mainline and interchange project. At its peak, this project had a staff of approximately 75 people, including portions of staffs in three offices. The project required a substantial coordination effort with the geotechnical subconsultant due to the presence of unstable soils and coal waste piles. Efforts in maintaining this coordination kept the project on schedule. Hydrology and hydraulics were also a major effort due to a major stream flowing through the project site requiring two culverts, two miles of stream relocation and a major bridge. Instrumental in minimizing the mainline structure length by increasing the length of stream relocation saving scarce construction funds for the turnpike. Permitting included EIS reevaluation, Section 105/404 joint permit, NPDES, SWM, general permits, and Phase 1 hazardous waste. There were several meetings held at the local PA DEP office to discuss the impacts for this project. Work products included interchange and mainline geometry, drainage and storm water management design, three hydrology and hydraulics reports, structural design (four mainline bridges-two multi spans and two-single spans, one ramp bridge and four culverts) including an analysis of rehab versus replacement on two existing mainline bridges, pavement design, geotechnical design, utility relocation (2,000-feet) including a 1,500-feet of underground bore, lighting design, pavement markings and signing, earthwork balance (4.5M cubic yards), cost estimates, and PS&E submission.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



Years of Experience: 35

Education / Training

- BS, Civil Engineering, Iowa State University, 1982
- Courses in MBA Management, University of Texas at San Antonio

Licensing / Training / Professional Affiliations

- Professional Engineer, State of Texas #124538, 2016
- Professional Engineer, State of Arizona #32889, 1998
- National Board of Directors, American Road & Transportation Builders Association (ARTBA)
- National Board of Planning & Design, American Road & Transportation Builders Association (ARTBA)
- Board member, SW Chapter Design Build Institute of America (DBIA)
- Past Chairman, American Council of Engineering Companies (ACEC), Southern Arizona Branch
- Past President, (APWA) American Public Works Association Southern Arizona Branch
- Member, Greater Houston Partnership

Meeting Solicitation Requirements

- Over 20 years managing civil works projects of similar scope and magnitude
- Large scale design-build projects
- Contract compliance for design quality requirements
- Civil projects include levee, earthwork, roads, utilities, infrastructure, paving, highways, structural cast-in-place concrete

TxDOT Precertification
Employee Sequence No. 30617
Categories: 3.2.1, 4.2.1

Nick Bokaie, PE

Principal

Mr. Bokaie's program and project management experience spans over three decades and includes leadership of transportation and infrastructure divisions for several national and international firms including AMEC Infrastructure and KBR, where Mr. Bokaie oversaw the operation of the Infrastructure Americas. Prior to joining Dannenbaum, he was the National Sector Leader for Stantec's roadways and highways practice and one of the leaders for alternative project delivery.

Galveston County, Galveston Seawall Repair/Remediation, Galveston County, TX | 2019-Ongoing / 2021 (est. Construction)
Primary Project Features: FEMA funded Hurricane Ike mitigation measures project. Hurricane Ike damaged the seawall revetment and wall projection was damaged or removed due to wave action and storm surges. This project places 9,500 tons of granite derrick stones in the areas along the wall that was damaged to fortify and protect the wall from further storm and wave damage. The design team surveyed the area with county engineering personnel to determine the extent of derrick stone replacement and consulted with USACE to determine any permitting requirements. Since the project falls under a nationwide USACE permit for maintenance, no additional permitting was required. Due to the close proximity of the seawall to SH 3005 and to allow for the construction method of placing the 5.5 tons per derrick stone, a detailed maintenance of the traffic plan was developed and approved by TxDOT.

Project Owner: Galveston County | Michael Shannon, PE, County Engineer | 123 Rosenberg, Galveston, TX 77550 | 409.770.5399 | michael.shannon@co.galveston.tx.us

Employer: Dannenbaum Engineering Corporation | Chris McCormac, Director, HR | 3100 W. Alabama, Houston, TX 77098 | 713.520.9570 | Chris.McCormac@Dannenbaum.com

Superior: Michel Maksoud, PhD, PE, President/CEO | 3100 W. Alabama, Houston, TX 77098 | 713.520.9570 | Michel.Maksoud@dannenbaum.com

Position(s) Occupied: Design QC Manager

Duties & Responsibilities: Principal-in-Charge and Design QC for FEMA funded Hurricane Ike mitigation for damaged seawall revetment and wall projection due to wave action and storm surges. Project places 9,500 tons of granite derrick stones in the areas along the wall that were damaged to fortify and protect the wall from further storm and wave damage.

TxDOT, Harbor Bridge Replacement, Corpus Christi, TX | 2014 -2014 (Design) / 2019 (Construction)
Primary Project Features: Design of new 6-lane roadway alignments, interchanges, frontage roads, and all affected local roadways for the replacement of the existing Harbor Bridge and reconstruction of portions of US 181, IH 37, and the Crosstown Expressway. Project encompassed total of 6.44 miles of bridge and connecting roadway, including widening of US 181 to 6-lane sections, three lanes in each direction with a median barrier, shoulders, and a bicycle and pedestrian shared-use path. The project also involved reconstruction of approximately 1.6 miles of I-37, reconstruction of approximately one mile of the Crosstown Expressway, and demolition of the existing Harbor Bridge.

Project Owner: TxDOT Corpus Christi District | Valente Olivarez | 1701 S. Padre Island Drive Corpus Christi, TX 78416 | 361.808.2230 | valente.olivarez@texdot.gov

Employer: Kellog Brown & Root, LLC | 601 Jefferson St., Houston, TX 77002 | 713.753.3011

Superior: Kellog Brown & Root, LLC | 601 Jefferson St., Houston, TX 77002 | 713.753.3011

Position(s) Occupied: Principal-in-Charge, Design QC Manager, and later took on the Project Manager position

Duties & Responsibilities: Design QC Manager during bid phase and preliminary engineering and Project Manager during the design development phase for final PS&E design. Also responsible for oversight of the revision of the original schematic to reflect the interchange modification at IH 37 and the Crosstown Expressway that realigns the bridge connects to these freeway corridors to the south and eliminates existing design deficiencies.

TxDOT, Loop 375 Border Highway West Extension, El Paso, TX |2013-2019

Primary Project Features: 7.1-mile extension (new 4-lane roadway) of Loop 375 (design-build project). Roadway plans included typical sections, roadway plan and profile, and redesign/modification of the project schematic to reflect the modifications/revisions made to shorten a number of the bridges, replace some of the bridges with MSE walls, and realignment of the geometrics at SR 85 and at railroad crossings. Final PS&E design was provided for the new 4-lane roadway alignments, interchanges, frontage roads, and all affected local roadways.

Project Owner: TxDOT El Paso District | Sergio Hernandez | 13301 Gateway Blvd. West, El Paso, TX 79928 | 915.790.4200

Employer: Kellog Brown & Root, LLC | 601 Jefferson St., Houston, TX 77002 | 713.753.3011

Superior: Kellog Brown & Root, LLC | 601 Jefferson St., Houston, TX 77002 | 713.753.3011

Position(s) Occupied: Principal-in-Charge

Duties & Responsibilities: Principal-in-Charge during the bid phase and preliminary engineering and during design development. Responsible for oversight and management of the design team.



MS, Civil Engineering, University of Wyoming
BS, Civil Engineering, University of Wyoming

PE, TX #124010
TxDOT LGPP Certified

TxDOT Precertification Employee Sequence No. 24665
Categories: 3.2.1, 4.2.1

Bob Hasenkamp, PE, LGPP

QA/QC Manager

Mr. Hasenkamp has 32 years of civil engineering experience, working on a variety of projects ranging from city streets to multi-lane interstate highways in various states and jurisdictions. His expertise includes project management, highway design, roadway design, transportation traffic management, contract documents, cost estimation, budgeting, special provisions, design plan development, and basic construction administration for numerous transportation projects. His qualifications include local road and street, rural and urban highway, and interstate highway projects. Mr. Hasenkamp has over 25 years of experience performing QA/QC review, including design review, plan revisions, and alternatives review for VE for various types of projects including urban and rural roadways, intersections, structures, and site development. *Relevant project experienced includes:*

City of Pasadena, Drainage Mitigation Project A3: Pasadena, TX. QA/QC Manager for the design team for the preparation of construction plans for the lowering of five local streets to serve as storm water detention. Each street was lowered one to two feet below the existing terrain. Included horizontal and vertical alignment design, drainage and storm sewer system design, and signing and pavement markings. Mr. Hasenkamp performed the QC reviews for each plan submittal and followed up with the design team to verify all QC review comments were addressed prior to submittal to the City.

Harris County Toll Road Authority (HCTRA), SH 225 at SHTE Direct Connectors: Houston, TX. QA/QC Manager for the design team for the preparation of construction plans for the addition of eight direct connectors for the interchange of SH 225 and the Sam Houston Tollway East. Dannenbaum is the program management consultant and will act as an extension of HCTRA's staff, coordinating the schedule and work of the 13 design consultants on the design team. Mr. Hasenkamp reviewed each design consultant's submittal for completeness and that QC procedures were followed. He will also conduct periodic QA reviews and audits to verify all QC procedures are being adhered to and will prepare an audit report for submittal to HCTRA.

Galveston County, Birch Road Bridge: Galveston, TX. QA/QC Manager for the design team for the preparation of construction plans for replacement of a bridge structure over the Clear Lake Shores Canal. Included the associated approach roadway work, traffic control plans, drainage design, and storm sewer system, and signing and pavement markings. Mr. Hasenkamp performed the QC reviews for each plan submittal and followed up with the design team to verify all QC review comments were addressed prior to submittal to the Galveston County Program Manager.

Fry Road at Stockton Falls Drive and Cannon Fire Drive Intersection Signalization: Houston, TX. Project Manager/Lead Design Engineer/Reviewer for design and plan preparation for the addition of a signal and pedestrian facilities including the extension of existing left-turn lanes on Fry Road by 150 feet for added storage capacity and update of existing pavement markings and signing. Responsible for meeting with County personnel and subconsultants to ensure timely completion of the project. As lead engineer, responsible for layout of signal plans, preparation of detail sheets for drafting by CADD staff. Reviewed all plan sheets to ensure compliance with the Harris County Signal Standards prior to signing and sealing the plan sheets.

INDOT Design Reviews for the East Half of the State of Indiana: IN. Design Reviewer for approximately 75 projects across the State, in all stages of design over three years for Indiana DOT. Projects ranged from small structure replacements and intersection improvements to urban and rural interstate projects. Responsible for performing design review of other consultants' plans which had been submitted to INDOT. Mr. Hasenkamp followed Indiana rules for design review scoring as directed by INDOT, which are used in scoring proposal response for future work. Cross-review performed by others ensured consistency in review and scoring.

dP
ProjePlan



Ada Lewis

Section 3 Administrator (Contract Administration Support)

BS, Civil Engineering, Universidade Gama Filho in Rio de Janeiro, Brazil
Post Graduate Work in Health, Safety, and Environmental Engineering, Universidade Federal Fluminense, Rio de Janeiro, Brazil

As principal, Ms. Lewis oversees and provides leadership to Projeplan and its personnel. The firm specializes in engineering, procurement, and construction (EPC) management for global companies such as Shell Oil, GE Energy, and other EPC companies worldwide. She established Projeplan, in part, to provide economic opportunities for low income persons. She is also connected with the City of Houston Task Force to improve opportunities for minority businesses and with various divisions of the Fort Bend County Chamber of Commerce. Ms. Lewis has over 25 years of experience in project, contract, and construction management, including maintenance of high-quality standards. She successfully sustains a high safety performance reputation and minimizes corporate costs and liability. Ms. Lewis is a Shell Oil certified project manager, a GE Energy trained Lean Six Sigma, and holds master certification in government and commercial contract management. *Relevant project experience includes:*

Mega Lump Sum Turnkey Project at Rio Polimeros – ABB Lummus: Rio de Janeiro, Brazil
Project Manager responsible for over 100 subcontractors. Ms. Lewis successfully drafted and negotiated contracts, negotiated changes, approved payments, managed schedule conflicts, assessed risks and resolved disputes. During that time, she developed a solid reputation for successfully and profitably managing numerous concurrent subcontractors through all phases from contractors' selection through contract close-out within targeted cost, schedule, and compliance parameters.

Project Manager at Shell Oil: Houston, TX
As **Project Manager** on various projects, Ms. Lewis successfully managed projects cost without losing focus on Shell's "Goal Zero" incident commitment. Projects included the development of $500MM biofuel project and onshore projects from design through construction. Developed a risk-reward program and successfully implemented the program aimed at ensuring compliance and improvement of contractors' performance in several projects. Drafted program and implemented policy.

Project Development Leader at GE Power: Atlanta, GA
Project Development Leader responsible for the project development and execution of 10 wind farms globally: USA, Australia, India, Mexico, Brazil, Panama, and Germany.

Revamp of the Coker and the Crude Units at Chevron Refinery: Los Angeles, CA
Senior Project Contract Manager acting as owner representative managing all contractors for the revamp of the Coker and the Crude Units at Chevron's Los Angeles refinery. CAPEX: $350MM USD.

Road Construction and Drainage Projects: City of Niteroi, Rio de Janeiro, Brazil
Project Manager/City Inspector responsible for managing road construction projects and drainage systems for the City of Niteroi in Rio de Janeiro, Brazil.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1946



PhD, Civil Engineering, Pennsylvania State University
MS, Civil Engineering, Pennsylvania State University
BS, Civil Engineering, American University of Beirut

PE, TX #80639

TxDOT Precertification Employee Sequence No. 2219
Categories: 1.5.1, 5.2.1, 5.3.1, 5.5.1, 10.4.3, 14.3.1

Michel Maksoud, PhD, PE

Structural Design (Bridge) Task Leader

Dr. Maksoud has 28 years of experience in civil engineering design and project management for various types of structures with specific emphasis in the layout and design of bridges, multi-level interchanges and other structures for transportation-related projects. Dr. Maksoud has provided structural design and oversight for TxDOT bridges throughout the state. His project management experience includes leading major structural design teams. His design experience encompasses minor and major as well as complex and exotic urban bridge structures in addition to paving and drainage design. *Relevant project experience includes:*

HCTRA, Houston Ship Channel Bridge Improvement Program, Segment 1 – Sam Houston Tollway (SHT) East Over SH 225, Harris County, TX. Project Manager for PS&E design, construction documents and construction phase engineering services for the $80M Segment 1. The 1-mile Segment 1/south approach includes widening and replacement of 2,700 feet of main lane SHTE roadway and construction of new, parallel 2,500-foot SHT overpass main lane bridges over SH 225 through the interim SHTE/SH 225 interchange. The interim interchange design accommodates the construction of all eight future direct connectors. Bridge design includes visual quality elements such as column designs and aesthetic lighting. Bridge superstructure incorporates pre-stressed concrete Tx54 and Tx70 I-girders.

TxDOT Beaumont District, FM 1008 at Linney Creek, French Creek, Bowie Creek, and Long John Creek, Liberty County, TX. Chief Structural Engineer/Deputy Project Manager for the design of four bridge widenings and two bridge lengthenings for creek crossings at FM 1008 for TxDOT Beaumont. The creeks included Linney, Long John, French, and Bowie Creeks. The scope of work included preparation of complete PS&E packages consisting of design, hydraulic impact studies, and scour analyses for each structure.

TxDOT Houston District, FM 521: FM 2234 to SH 6, Fort Bend County, TX. Principal for roadway design for 5.4 miles of reconstruction and widening main lanes and side streets. FM 521 is being expanded from a 2-lane undivided rural road to a 5-lane urban section with a raised median, curb and gutter, and sidewalk. The proposed roadway also includes replacing three bridge class culverts with proposed bridge structures and expanding two existing bridges. Drainage improvements include addition of two detention ponds, in-line storm sewer storage, and regrading proposed ditches to maximize the available ROW. Extra storage created by the storm sewer, roadside ditches, and roadway will be used for detention to offset the increased runoff volume and peak flow rates from the proposed FM 521 roadway improvements.

HCFCD, Brays Bridge Program Management, Harris County, TX. Bridge Consultant for the replacement or modification of 58 bridges considered to be impacting flooding of Brays Bayou in Harris County. This GEC/program management assignment involves the overall management of design consultants in the preparation of plans and specifications, QA/QC, value engineering, and coordination with various agencies, including HCFCD.

William Cannon Bridge over Onion Creek, Austin, TX. Structural Lead for the design of the William Cannon Bridge over Onion Creek (Phase 2). The project included design of a twin, 3-lane bridge over Onion Creek as well as widening of William Cannon Drive on both the east and west side of the new bridge structure to tie into the existing pavement. The new pavement ties into the intersection at S. Pleasant Valley Road on the west side of the bridge and into the recently widened section of William Cannon Drive on the east side of the bridge.

TxDOT Beaumont District, IH 10 Cotton Bayou Frontage Roads and Bridge Replacement Project, Chambers County, TX. Project Manager for widening the existing eastbound and westbound IH10 Frontage Road Bridges over Cotton Bayou from two 11-foot lanes with 1-foot shoulders to two 12-foot lanes with 4-foot inside shoulders and 8-foot outside shoulders. The construction consisted of the bridge replacement, approach replacement, grading, traffic control, storm water pollution preventions, and pavement markings. In addition, Dannenbaum assisted with environmental permits and hydraulic analysis.

SH 242 Roadway Improvements, FM 1314 TO US 59, Montgomery County, TX. Project Manager for PS&E design involving the upgrade of an existing undivided 2-lane highway to a 4-lane divided highway. The PS&E design includes roadway, bridge, and hydraulic design; traffic signals and traffic control plans with construction sequencing; utility coordination and engineering; and the surveying needed to support the design process. The final bid package will be prepared in conformance with all TxDOT policies, procedures and criteria.

Grand Parkway (SH 99) Design-Build Project (TxDOT IH Standards), Harris County, TX. Project Manager for Segment F-1 responsible for leading all design work for this 12-mile, 4-lane D-B toll road, which included bridge and roadway improvements at 13 cross streets. Dr. Maksoud successfully led the team in meeting a very aggressive design schedule which concluded with an on-time/under-budget submittal.

South Belt Storm Water Detention Basin, Unincorporated Harris County, TX. Chief Structural Engineer for reducing peak flows on Clear Creek and mitigating potential impacts of the Clear Creek Federal project, which includes future channel modifications on Mud Gully and Turkey Creek. Because construction of channel modifications on Mud Gully and Turkey Creek, as proposed in the current Clear Creek Federal Project without the Mud Gully Basin would create downstream impacts, the local sponsors of the Federal Project agreed that the basin should be constructed at local cost to mitigate the impacts. The Mud Gully Detention Basin can also reduce water levels on A100-00-00 and be used as mitigation for downstream selective clearing work on A100-00-00 to further reduce flood levels.

TxDOT/Chambers County, FM 1409, Chambers County, TX. Structural Lead for program management, engineering design, and construction management services for the extension of FM 1409. The project extends FM 1409 from FM 565 in Old River-Winfree, south across IH 10 and ending on FM 565 west of Cove (~6 miles) and consists of a 2-lane roadway with shoulders and open ditches, a 2-lane bridge across IH 10, and off-site drainage features. The project included top-to-bottom structural design for the 500-foot-long, 6-span concrete bridge. Included final drawing markup/check and preparation, and siphon sump structure design.

Kenney Fort Boulevard, Brushy Creek Bridge, Round Rock, TX. Chief Structural Engineer for bridge design and engineering services which involved two phases for a new location roadway. Phase I consisted of the design of a 6-lane, 800-foot-long bridge structure over Brushy Creek. Phase II involved preliminary drainage design including conduction an impact analysis of Dyer Creek, resulting in the submittal of a CLOMR and LOMR to FEMA, and design of drainage facilities, including detention ponds.

US 183 South Fork, San Gabriel River to SH 29, Williamson County, TX. Chief Structural Engineer for this TxDOT project being developed by the County as a pass-through financing agreement, which ranged from south of the South San Gabriel River to 4,000 feet north of SH 29, ~3.2 miles. Construction plans included two new bridges over the San Gabriel River. Dannenbaum provided design services including preparation of schematics for upgrading the existing 4-lane undivided roadway to a 4-lane (future 6-lane) divided arterial with a depressed median, sufficient in width to accommodate a future transportation corridor. The project followed NEPA rules and regulations, and an environmental assessment was prepared. Five alternatives were considered, which included four route alternatives and the no-build option.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



BS, Civil Engineering, University of Texas at Austin

PE, TX #63797

TxDOT Precertification Employee Sequence No. 6146
Categories: 5.2.1, 5.3.1, 11.2.1, 14.3.1

Joe Tejidor, PE

Structural Design (Bridge) Support

Mr. Tejidor has 38 years of experience in structural planning and design. His technical experience includes bridge layouts, superstructure, substructure and foundation design, retaining walls, related structures, and a design of bridges over water. Mr. Tejidor is proficient in the application of computer design programs that include Roadway Design System (RDS/BGS), Pre-stressed Girder Design (Pstr 14), PGSuper, Bent Cap Analysis (CAP 18), Continuous Beam Analysis (B-30), Plate Girder Design/Analysis (Merlin-Dash, MDX), Column Design/Analysis (PIER, PCA2, BM-COL 51), and Frame Analysis (Frame 11, Strudl). Mr. Tejidor worked more than 13 years with TxDOT, completing projects throughout Texas. The first three years were spent with the Bridge Division, and the remaining 10 years as the TxDOT Austin District Bridge Engineer. *Relevant project experience includes:*

Greenhouse Road Bridge Reconstruction, Harris County, TX. Senior Bridge Engineer for design and construction services for a 1,800-foot-long by 36.5-foot-wide pre-stressed concrete girder structure accommodating two lanes of traffic and a sidewalk. The bridge spans the floodway and was constructed in environmentally sensitive areas including a delineated wetland, an oxbow, and Cypress Creek. Roadway and bridge design allows for a safe and convenient connection for future hike and bike trails. Aesthetic elements incorporated light pilasters at each bent, form lines at the abutment wing walls, and painted Harris County standard rails. There is also accommodation for a future pedestrian/equestrian trail underneath the bridge.

TxDOT Austin District, SH 29 Inks Lake Bridge, Brunet/Llano Counties, TX. Senior Bridge Engineer responsible for the design and development of PS&E for a new bridge over Inks Lake for the TxDOT Austin District. The project consisted of layout refinement, design of horizontally curved approach spans using prestressed beams, design of weathering steel plate girders to span the main river channel, aesthetic hollow columns supported by a floating footing on drilled shafts, and foundation design.

TxDOT Austin District, RM 165 Over Blanco River, San Marcos, TX. Senior Bridge Engineer responsible for the design and plan development for the TxDOT Austin District. The project consisted of designing a conventional bridge for a complex geometric layout. The proposed bridge alignment had a severe skew of 55 degrees, superelevation transition, horizontal and vertical curves, and required web walls in the river.

TxDOT Austin District, IH 35 Over Blanco River, San Marcos, TX. Senior Bridge Engineer in charge of design and plan production for a bridge deck and I beam unit reconstruction for the TxDOT Austin District. The project consisted of replacing a badly worn out deck and old HS-15 I-beam units with a new deck supported on prestressed girders, verifying the structural adequacy of the interior and abutment bents for the increase in design load, and modifying the bents so prestressed girders could be placed on them. During construction, Mr. Tejidor analyzed the existing deck and beams to assure that a specific crane could operate on the superstructure.

TxDOT Austin District, FM 971 Over Opossum Creek, Williamson County, TX. Senior Bridge Engineer responsible for the design and plan development of FM 971 over Opossum Creek in Williamson County for the TxDOT Austin District. Box beams were chosen for this project because the road was to be closed and box beams provide quick construction. The project included erosion abatement measures around one abutment, designing that abutment as an interior bent in case the erosion abatement did not work and the bridge had to be lengthened, and foundation design in a highly erodible location. The project turned out to be bat-friendly and now has a substantial colony.

TxDOT Austin District, FM 969 Over Colorado River, Bastrop, TX. Senior Bridge Engineer responsible for the design and plan development for the widening of a plate girder bridge that has cover plates for the TxDOT Austin District. The project consisted of retrofitting the existing plate girders with additional cover plates to bring it up to HS20 loading. It also included deck replacement, widening of the bridge with Type IV beams, interior bents with tie beams and web walls, abutment widening, and foundation design in the river.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



MS, Structural Engineering, Carnegie Mellon University
BS, Structural Engineering, University of Houston

PE, TX #130211

TxDOT Precertification Employee Sequence No. 28891
Categories: 5.2.1, 5.5.1

Yinfei Sun, PE

Structural Design (Bridge) Support

Mr. Sun has eight years of diversified experience in structural design including transportation projects: top-to-bottom single/multi-span concrete and steel bridge analysis and design for TXDOT, HCTRA, and other local agencies. He has performed detailed work to include slab design, haunch calculation, pre-cast concrete beam design (TX-I girder, U-beam, slab beam), steel beam design, abutment design, bent cap design (rectangular, inverted-T, straddle), column design, foundation design (single drilled shaft, multi-drilled shaft shallow foundation), rail transition design, specification preparation and shop drawing review, and bridge inspection. Experience with wall design includes MSE retaining wall, cantilever retaining wall, drilled shaft retaining wall, and sound wall. Underground structure design includes pump stations, manholes, concrete culverts, and junction boxes. *Relevant project experience includes:*

TxDOT, Hempstead Road Improvements, Houston, TX. Structural Design Engineer responsible for designing the 1,500-FT drilled shaft retaining wall, generator slab structural design, and special design for the load reduction platform, approach slab foundation, superstructure, and abutment design incorporating Cooper E80 loads.

Greenhouse Road Bridge Reconstruction Over Cypress Creek: Harris County, TX. Structural Design Engineer responsible for bent cap design for this 1,800-FT-long by 36.5-FT-wide TX I-girder bridge and QA/QC for submittal. The bridge accommodates two lanes of traffic and a sidewalk. Aesthetic elements include light pilasters at each bent, form lines at the abutment wing walls, and painted Harris County standard rails. There is an accommodation for a future pedestrian/equestrian trail underneath. The bridge spans the entire floodway and will be constructed in sensitive areas to include a delineated wetland, an oxbow, and Cypress Creek.

TxDOT US 62/180 (Montana Avenue), Phase 2, El Paso, TX. Structural Design Engineer in charge of designing all structural components for four g rade separation bridges.

FM 1409 Bridge Structural Design: Chambers County, TX. Structural Design Engineer responsible for top-to-bottom structural design for the 500-FT-long, 6-span concrete bridge. Included final drawing markup/check and preparation, and siphon sump structure design. Project extends FM 1409 from FM 565 in Old River-Winfree, south across IH 10 (~6 miles) and consists of a 2-lane roadway with shoulders and open ditches, a 2-lane bridge across IH 10, and off-site drainage features. Dannenbaum is managing the entire team effort.

Houston Ship Channel Bridge Improvement: Harris County, TX. Structural Design Engineer responsible for preparation and design of structural components for this 3-phase, 4,500-FT I-girder bridge. Dannenbaum is providing program management services to HCTRA for this reconstruction of Sam Houston Tollway East (SHTE) from IH 10 east interchange to SH 225 future interchange and is also responsible for providing PS&E construction documents and construction phase engineering services for Segment 1. The 1-mile Segment 1 south approach includes widening and replacement of 2,700 FT of main lane SHTE roadway and construction of new, parallel 2,500-FT SHT overpass main lane bridges over SH 225 through the interim SHTE/SH 225 interchange. The interim interchange design accommodates the construction of all eight future direct connectors. Bridge design includes visual quality elements such as column designs and aesthetic lighting. Bridge superstructure incorporates pre-stressed concrete Tx54 and Tx70 I-girders.

IH 10 Mesa Park Interchange: El Paso, TX. Structural Design Engineer for 1.6 mile TxDOT project, which consists of the addition of a new split-diamond interchange west of Executive Center Blvd. and new EB/WB frontage roads and ramps. Mr. Sun designed all of the structural components of EB Frontage Road (over 1,700-FT of TX I-girder) and the underpass over Mesa Park Road.

Loop 20 Extension Project, State Loop 20 South of International Boulevard to US 59: Laredo, TX
Structural Design Engineer responsible for performing the design check on bent cap analysis and design and quantity calculations for three bridges: Loop 20 over IH 35, McPherson Boulevard, and International Boulevard.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1941



BS, Civil Engineering, Texas A&M University

PE, TX #103600
TxDOT LGPP Certified

TxDOT Precertification Employee Sequence No. 26043
Categories: 1.4.1, 3.2.1, 4.2.1, 8.1.1, 8.6.1, 9.1.1, 10.2.1, 11.1.1, 18.3.1, 18.4.1, 18.5.1, 18.6.1

Mike Kaspar, PE, LGPP

Roadway Design/Bid Plans Task Leader and TxDOT Liaison

Mr. Kaspar has 17 years of experience in civil engineering design for various types of transportation projects with specific emphasis on roadway as well as drainage and utilities. He has worked closely with TxDOT throughout his career providing services as a task lead, designer, and/or project manager for all types of roadway and drainage projects. Mr. Kaspar has significant knowledge and hands-on experience with federal, state, and local public design criteria, permitting, codes, regulations and procedures; private utility and other non-public design criteria and building codes; project reviewing agencies and other entities; site conditions in the region, including soils, roadway, railroads, public and private utilities, drainage, street lighting, traffic control systems, and communication systems. His background includes extensive utilities relocation design and utilities coordination and verification as well as the preparation of plan and profile sheets, construction cost estimates, and quantities calculations. *Relevant project experience includes:*

FM 521: FM 2234 to SH 6, TxDOT: Fort Bend County, TX. Project Manager for program management, PS&E design, and utility coordination for the widening of FM 521 from FM 2234 to SH 6. The scope was to provide the final design required to reconstruct and improve FM 521 from the existing 2-lane FM roadway to a 4-lane divided boulevard section with bike lanes and sidewalks. The project is approximately 5.2 miles in length. The existing asphalt roadway includes two 12-foot-wide lanes, 10-foot shoulders, and open ditches adjacent to a continuous UPRR rail line. The proposed project consists of 4-lane divided curb and gutter roadway with controlled left-turns, bike lanes on the roadway, and a sidewalk along the east side of the project. The project features a new UPRR grade separation of Broadway at FM 521, along with several at-grade crossings of the UPRR track. Construction includes concrete and asphalt pavement, structures, retaining walls, outfall/drainage features, underground storm sewer, detention facilities, utility relocations, signals, and installation of signs and associated structures.

Grand Parkway (SH 99) Segment F1 Design-Build Project: Harris and Montgomery Counties, TX. Project Engineer for the 37-mile Grand Parkway project in the Houston metropolitan area. Included development, design, construction and maintenance of Segments F-1, F-2 and G of the new toll road, which are extensions of Segments D and E. Dannenbaum served as Design Lead for Segment F-1, which included direct connectors and main lanes at US 290 and extensive drainage studies and design. Mr. Kaspar assisted with drainage design, quantities, plan production, and quality control.

FM 1093 (Westpark) Extension (Incl. Drainage and Detention), Phase II, Fort Bend County, TX. Project Manager/Senior Project Engineer for the extension of the Westpark Tollway from FM 1463 to James Lane in Fort Bend County. Mr. Kaspar has led several segment design consultants through the completion of the final PS&E and bid documents, and was responsible for completion of utility agreements, utility relocations, and ROW acquisition coordination. The scope of work includes providing schematic, environmental (EA) and final design required to reconstruct and improve FM 1093 from the existing 2-lane FM roadway to a 4-lane section with frontage roads a sidewalk. The project is 21,900 linear feet, or approximately 4.15 miles. It is currently under construction, with Mr. Kaspar providing construction phase services involving submittal reviews, RFI responses, change orders, and providing design adjustments to address various construction issues.

Burnett Street with LRT & Drainage Facilities (METRO), Harris County, TX. Project Manager/Utilities Task Leader for this roadway widening project adjacent to the North Corridor Light Rail Transit (LRT) just north of Downtown Houston. The project included four distinct roadways: Brooks Street, Keene Street, Trentham Place, and Burnett Street. Dannenbaum developed a PS&E package which included typical sections, street modification plan and profiles, traffic control plan, hydraulic and drainage analysis, storm sewer, sanitary sewer, water, SWPPP and report, overhead utility relocations, subsurface utility engineering, signing, pavement marking, landscaping, urban design, irrigation, and illumination. Mr. Kaspar was responsible for overseeing the overhead utility relocations, and the design elements necessary to accommodate the partial demolition of the Hernandez Tunnel adjacent to the project, as well as work under the active North Corridor LRT. Constant coordination was necessary with two adjacent projects under design by others: Hardy Yards Development and the METRO Burnett Plaza Transit Center. Coordination of bicycle and pedestrian movements was also of the utmost importance, since movement to the Transit Center and elevated LRT Burnett Station were key to the project's success.

TxDOT Hempstead Road, from east of IH 610 to IH 10: Houston, TX. Project Manager/Construction Phase Services responsible for completing final design and bidding of the Hempstead Road project. The project involved roadway, drainage, and utility design in conformance with City of Houston requirements; offsite detention ponds, outfall channels, and a pump station; and replacement of three UPRR overpass bridges with temporary shoofly track realignments and complex railroad construction phasing. Mr. Kaspar provided traffic control design and is currently assisting with construction phase services

FM 646 North and Storm Sewers: FM 517 to IH 45, League City (Galveston County), TX. Senior Project Engineer/Utilities Task Leader for all utility coordination and relocation design for this project encompassing the design and construction management services for the reconstruction of FM 646, from FM 517 to IH 45. The project involved converting a 2-lane asphaltic concrete roadway to a 4-lane concrete boulevard with a center left-turn lane. In the construction phase, construction activities included reconstruction of two bridges; stormwater system; stormwater detention ponds; sidewalks; relocation of water and sanitary sewer lines; and installation of 5 traffic signals with illumination. In addition, three gas lines were discovered during construction due to erroneous recordkeeping by the utility company.

Lake Lewisville Corridor and Drainage (Section 3): Little Elm, TX. Design Engineer for Section 3 of the Lewisville Lake Corridor Project. The section is ~ 2.1 miles long with four lanes and a continuous left-turn lane. Produced complete PS&E documents for construction. Included are topographic survey; geotechnical investigations; vertical alignment finalization; retaining walls; determining limits and location of required easements; cross drainage culverts; storm sewer system; TCP; pavement markings; signalization; signing; SW3P; horizontal and vertical alignments for all cross streets; sight distance determination for driveways; recommendations for which driveways remain open or closed; and coordination with adjacent proposed projects at both ends.

IH 10 at Sam Houston Tollway/Beltway 8 Interchange, Harris County, TX. Design Engineer for roadway, bridge, and drainage design for a 5-level interchange, which included complex roadway design, structural design, and detailing for four bridges, a major drainage study, design of two pump stations (one to dewater the detention basin and the other a 50,000 GPM facility to pump the frontage road depressed area), detention pond, special retaining wall, complex storm drainage design, and right-of-way analysis. In addition, the initial study involved the development of a 3-D SWMM hydraulic model. Coordination was required with the USACE and HCFCD. Mr. Kaspar assisted with drainage design, quantities, and plan production on the project.

FM 1409 Extension, Chambers County, TX. Drainage Engineer for Dannenbaum, as the program manager, design engineer, and construction manager for the extension of FM 1409 in Chambers County. The project extended FM 1409 from FM 565 in Old River-Winfree, south across IH 10 and ending on FM 565 west of Cove (~6 miles). The project consisted of a 2-lane roadway with shoulders and open ditches, a 2-lane bridge across IH 10, and off-site drainage features. Dannenbaum managed the entire team effort including schematics, surveying, geotechnical engineering, environmental assessment, roadway, interchange, and bridge design, traffic signals and illumination, on and off-site storm water drainage features, traffic control plans, SW3P, bidding, construction materials testing, inspection, and construction management. Mr. Kaspar was the engineer of record for drainage design including roadside ditches, cross culverts, siphons, outfall channels, and detention ponds.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945

BS, Applied Mathematics, University of Houston

Rocio Arismendez

Roadway Design/Bid Plans Support

Ms. Arismendez has over 30 years designing and producing plans, estimates, and specifications for numerous roadway design projects in Texas. Projects have included heavy emphasis on roadway design, traffic control, and signing and pavement markings. She has coordinated project related information and worked with clients and subcontractors. CADD work has been produced using Microstation v8i and GEOPAK software. *Relevant project experience includes:*

SH 242, West of FM 1314 to IH 69: Houston, TX. Senior Project Designer responsible for all aspects of design for upgrade of approximately 10 miles of an existing 2-lane major arterial to a 4-lane divided major arterial including roadway design, traffic control, environmental erosion control, signing and pavement marking design, cost estimate, and QA/QC team design as well as CAD work, project submittal, and coordination with client.

FM 521, FM 2234 to SH 6: Fort Bend County, TX. Senior Project Designer responsible for all aspects of roadway design and traffic control design including horizontal and vertical alignments for both main lanes and side streets, environmental erosion control, quantities, QA/QC team design, CAD work, and project submittal.

SH36 Segment 13 CR 429 to Jones Creek Bridge, TX. Senior Project Designer responsible for all aspects of design for intersecting cross streets including design of all traffic control and signing and pavement markings, horizontal and vertical alignments, cost estimate, project submittal, utility coordination, and coordination with client.

Mueschke Road Widening and Realignment with SH 99: Harris County, TX. Senior Project Designer responsible for all aspects of roadway design: horizontal and vertical alignments, tie-in to existing SH 99, creation of design cross sections, traffic control design, signing and pavement marking design, cost estimate, project submittal, and utility coordination.

HCTRA Sam Houston Tollway Beamer to Blackhawk: Houston, TX. Senior Project Designer responsible for the design of the traffic control sequence, creation of design cross-sections, QA/QC for roadway and retaining wall design, coordination with other firms and client; and responsible for cost estimate.

North Tarrant Express Segment East: Fort Worth, TX. Senior Project Designer responsible for design review and QA/QC and design of traffic control and signing and pavement marking.

SH 130 US 290 to US 71, TX. Senior Project Designer responsible for all aspects of design for widening of north and southbound SH 130 lanes including horizontal and vertical alignments, design cross sections, environmental erosion control, cost estimate, QA/QC subconsultant work, project submittal, utility coordination and coordination with client as well as subconsultant project engineers

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



MS, Transportation and Highway Engineering, University of Technology, Malaysia
BS, Civil Engineering, Azad University of Bandar Anzali

EIT, TX #59192

Iman Fallah, EIT

Roadway Design/Bid Plans Support

Mr. Fallah has over seven years of experience in transportation and roadway engineering, including projects for TxDOT, Harris County, City of Houston, Fort Bend County, and Montgomery County. He is highly experienced in construction phase services and PS&E including roadway geometry, horizontal alignment, vertical alignment, cross-sections, earthwork, proposed contours, traffic control phasing, plan and profile, SW3P, signing and pavement marking, demolition(removals) and cost estimates. Software skills include Power GEOPAKV8i, Open Roads, MicroStation V8i, and SignCad. *Relevant project experience includes:*

Laura Koppe Road: Hirsch to Homestead Paving and Drainage, Houston, TX. Project Engineer handling construction phase services for the 1.2 mile roadway reconstruction. Includes answering RFIs, submittals and shop drawings, coordinating with the contractor and construction manager, visiting the job site, and attending construction meetings.

TxDOT/Fort Bend County, FM 521: SH 2234 to SH 6, Fort Bend County, TX. Project Engineer for construction of a 5.4 mile, non-freeway facility including grading, structures, concrete pavement, traffic control, traffic signal, and pavement and signing. Mr. Fallah provided roadway geometry design, horizontal and vertical alignment, generated proposed contours, and designed a retaining wall.

TxDOT, Hempstead Road Improvements, Harris County, TX. Project Engineer for construction phase services for Hempstead Road from west of 12th Street to east of the Washington/Katy split. Mr. Fallah designed the revised traffic control phasing.

City of Houston Drainage and Roadway Widening for Gray Street and Taft Boulevard, Houston, TX. Project Engineer for drainage improvements and road widening from O'Neil Street at Taft to Genesee Street at Welch Street. Mr. Fallah submitted the 30% PS&E package.

Fort Bend County, SH 99 North of Fry Road at Grand Parkway to FM 1093, Fort Bend County, TX. Project Engineer for 1.1 mile schematic. Alternative options included design of a braided ramp and frontage road using Open Roads for earthwork and cross-section.

SH 242: East of FM 1314 to US 59, Montgomery County, TX. Project Engineer for the upgrade of an undivided 2-lane highway to a 4-lane divided highway including structures, roadway pavement, signals, and signing and pavement markings. Mr. Fallah provided roadway geometry, superelevation, and detention pond design for the required storage volume based on the drainage report.

Augusta Grant/Ballard Drainage and Paving, Houston, TX. Transportation Engineer
For design of traffic control phasing for the neighborhood (Segment A) from Amboy Street to Fontinot Street.

Copperhead Road Widening, Montgomery County, TX. Transportation Engineer for the widening of the existing road and construction of a 2-lane road with an 8-foot flush median and 3.2 miles roadway segment from Nichols Sawmill Road to Sanders Cemetery Road. Completed PS&E including grading, drainage, signing and pavement marking, traffic control phasing, and SW3P. Included design of traffic control phasing, horizontal alignment, profile (vertical alignment), plan and profile, signing and pavement marking, SW3P, and cost estimate.

Crosstimbers Street Improvement, Houston, TX. Transportation Engineer for 1.77 miles of panel replacement from North Shepherd Drive to IH 45. Completed PS&E for Harris County. design of traffic control phasing, horizontal alignment, profile (vertical alignment), plan and profile, signing and pavement marking, quantity, and cost estimate.

Garden Oaks and Shepherd Park Drainage and Paving, Houston, TX. Transportation Engineer for traffic control phasing for the neighborhood from Judiway Street to Martin Road for the construction of storm drainage and pavement.

Timber Forest Drive from Eagle Springs Parkway to Madera Run Parkway Construction, Houston, TX. Transportation Engineer for construction of a half boulevard section including traffic control phasing for construction of drainage and pavement. Included design of traffic control phasing, horizontal alignment, profile (vertical alignment), plan and profile, signing and pavement marking, SW3P, and cost estimate.

IH 35 Reconstruction of General and Managed Toll lanes, Tarrant County, TX. Transportation Analyst supporting PS&E for reconstruction of toll lanes from Tarrant County Line to Eagle Parkway and from Denton County line to US 81/287 split (eight miles).

Nacogdoches County Safety Improvement Project, Nacogdoches County, TX. Transportation Analyst for design of guardrail from 2.59 miles south of the Rusk County line to US 259 and from SL 224 to the Angelina County line (22 miles).

Hardy Toll Road Toll Plaza Project, Harris County, TX. Transportation Analyst supporting PS&E for infrastructure to support 13 ramps and three main lane plaza conversions to all electronic facilities from north of Crosstimbers to south of Cypresswood Drive, and IAH airport connector from Hardy Toll Road to west of Aldine Westfeld Road.

FM 898 Rehabilitation Project, Grayson Cunty Line to Fannin County, TX. Transportation Analyst supporting PS&E from the Grayson County line to SH 56 and from 1,397 feet north of US 82 to SH 121 at Fannin County (19 miles).

JEFFREY J. ALVAREZ, PE, CFM

HYDROLOGY & HYDRAULICS TEAM LEADER

LJA ENGINEERING

EDUCATION
1994, BS, Civil Engineering, University of New Orleans

PROFESSIONAL LICENSE
2007, Professional Engineer, Texas #100536
2008, Certified Floodplain Manager, Texas #1491-08N

PROFESSIONAL MEMBERSHIPS
Texas Floodplain Managers Association (since 2008)

TXDOT PRECERTIFICATION
Employee Sequence No. 26525
Categories: 10.1.1, 10.2.1, 10.3.1, 10.5.1, 10.6.1, 10.7.1, 10.8.1

SUMMARY OF QUALIFICATIONS

Mr. Alvarez has 25 years of water resources engineering experience which has included the planning, analysis and design of complex drainage and flood control projects, water resource systems, water supply, conveyance systems, site grading and drainage, and hydraulic structures. He has served as senior engineer on a variety of projects performed for private clients, municipalities, FEMA, USACE, NTTA, and TxDOT. Mr. Alvarez's experience is focused on open channel and storm sewer hydraulics, hydrologic analyses, and dynamic flow hydrodynamics. He also has extensive experience in most USACE HEC software.

PROJECT EXPERIENCE

Sandy Creek Drainage Relief Project, Jasper, TX – Currently serving as Project Manager on the design project for the City of Jasper to prepare drainage design plans to clear channel rights-of-way, clear trees from the channel bank areas, and install channel slope protection where needed for 3,700 LF of Sandy Creek within the city limits. The project also includes designing one (1) 50-acre and one (1) 100-acre detention ponds, inflow/outflow structures, and appurtenances. As part of this design project LJA is currently conducting a watershed study to develop base flood conditions along Sandy Creek within the City. The base flood models are being developed in HEC-HMS and HEC-RAS for the Sandy Creek Watershed. This is helping to provide the hydraulic conditions for the channel design and to help size the storage volume required along with the inflow/outflow structures for the two regional detention ponds. Channel design plans will be finalized by the end of summer 2020.

South Mesquite Creek Channel Erosion Repair, Mesquite, Texas – Served as Client Manager and Water Resources liaison to design streambank channel stabilization and on channel storage along South Mesquite Creek for the City of Mesquite. The purpose of this project is to prepare plans and specifications for approximately 3,000 LF of streambank channel stabilization along South Mesquite Creek from North Mesquite Drive to Town Center Drive and 1,300 LF of channel widening between North Mesquite Drive and Town East Blvd. The project consists of performing a brief study to determine the appropriate methods to best address sanitary sewer aerial crossings' appropriate relocation, locating and designing a trail within the study reaches, consistent with the Mesquite Trail Master Plan. Geotechnical

analysis, construction plans, specifications, and contract documents will be developed for the project. Surveying services includes design surveys and preparation of Right-of-Way and Easement documents as needed for the implementation of the project. The project also includes permitting efforts for a Conditional Letter of Map Revision (Federal Emergency Management Agency - FEMA), Section 404 (Wetlands) Permit (US Army Corps of Engineers), and Letter of Map Revision (FEMA) after the project is constructed. Construction was completed December 2019.

2010 Neighborhood Vitality Bridge Improvement Project for the Greenwood Hills Homeowners Association (HOA), Richardson, Texas – Served as Project Manager and Project Engineer for the design of creek road crossing improvements at four locations along Cottonwood Creek. The project included the design of culvert removal and replacements with bridge crossings, street paving, sidewalk replacement, water and sewer replacements, and all other related appurtenances. A storm sewer analysis and design of improved storm sewer drainage systems at each creek crossing was performed as part of the project. Bridge rail design that incorporates architectural elements to complement the neighborhood aesthetics was also included as part of the design. In addition, channel bank regrading and armoring were designed to protect against erosion. The regrading and armoring extended along the banks of Cottonwood Creek for approximately 100 feet upstream and downstream of the crossings. Also, channel bank erosion protection upstream and downstream of Wisteria Way for a total of approximately 490 feet of channel that included Stone Strong modular block retaining walls, high performance turf reinforcement mat (HPTRM), articulated concrete blocks (ACB), and rock riprap was designed. The effective City hydrology and hydraulic models for Cottonwood Creek were updated to reflect the final designed creek crossings as part of the project. 3D renderings of the project design were also developed to provide the City and the HOA a way of visualizing the project before construction and to help them to provide guidance during the design process. Finally, construction was completed in 2017 and a FEMA Letter of Map Revision application was prepared and submitted to FEMA in 2019 that is still under review.

Old Stone Dam Erosion Repair Project, City of Allen, Texas – Project Manager for the design of the gabion walls along the banks of Cottonwood Creek just downstream of the Old Stone Dam historic crossing. Since its original construction in 2000, the gabion walls lining the banks of Cottonwood Creek had sustained significant erosion damage that over time has caused the walls to begin to fail at their downstream limits. The project conducted a 2-Dimensional hydraulic analysis (XPSWMM) to determine flow patterns through the area of the gabion walls to aid in the design repair for the portion of the walls that have begun to fail. A gravity gabion wall extension was designed, and final design plans submitted to the City for approval. The project construction was completed in 2015.

ANGUS TEWNION, PE, PENG

HYDROLOGY & HYDRAULICS SUPPORT

LJA ENGINEERING

EDUCATION

1997, MEng, Water Resources Engineering, University of Calgary
1993, BSc, Civil Engineering, University of Calgary

PROFESSIONAL LICENSE

2002, Professional Engineer, Texas #89493
2008, Professional Engineer, CO #41623
2011, Professional Engineer, OK #25357
1997, Professional Engineer, Alberta, Canada #57782

SUMMARY OF QUALIFICATIONS

Mr. Tewnion is a registered professional engineer with expertise in Surface Water Resources Engineering. Dedicated to the technical side of water resource engineering with diverse experience in the development and operation of detailed hydrologic/hydraulic watershed and stream models including projects such as drainage and flooding investigations and solutions; analysis and design of detention ponds and storm sewer systems; design of dam outlets and spillways; Probable Maximum Precipitation/Flood; channel improvements; hydraulic structure design; erosion control; bridge and culvert sizing; master drainage studies, mine surface drainage control; bridge scour analysis and flood insurance studies/floodplain and floodway delineation studies including Letter of Map Change (LOMC) submittals to FEMA.

Mr. Tewnion has demonstrated expertise in numerous hydrologic and hydraulic software programs including: HEC-HMS, HEC-RAS (steady and unsteady, 1D and 2D), XP-SWMM, GeoCivil's GeoHECRAS, and CUHP.

Specialties: All aspects of hydrologic and hydraulic engineering including hydrologic and hydraulic modeling, floodplain mapping, floodplain reclamation, flood prevention, floodplain permitting, dam breach and inundation mapping analysis, urban drainage and interconnected detention ponds.

PROJECT EXPERIENCE

Interstate 35 Reconstruction, IH-35 E - US 77 to Parkerville Road, Dallas and Ellis Counties, TX – This project consists of reconstructing the existing roadway to a 6-lane freeway facility with provisions for future expansion. The hydrologic portion of the study developed existing and 20-year built-out discharges for multiple creeks with watersheds totaling approximately 42 square miles. The hydraulic portion determined flood elevations along the highway bridges for Red Oak Creek, Parks Branch and Bear Creek. Proposed improvements include resizing bridge for the main lane and frontage roads to above the flood level. Determined scour potential for eight bridges and one culvert for the 3-creek crossing. Hydraulic report summarizing existing and proposed conditions and findings.

Erosion Study for the East Tributary of Rowlett Creek, at Twin Creeks, Allen, TX – The purpose of this study was to evaluate the causes of erosion throughout the Twin Creeks subdivision and to generate a number of erosion control

scenarios with opinions of probable cost. These scenarios were developed in conjunction with the homeowners association and the City of Allen engineering staff.

LaFarge Riverbend Bank Stabilization Project., Colorado - Analyzed the stability of a 4-mile section of the South Platte River and designed the bank protection for the proposed Riverbend gravel mining operation. Methods used for the stability analysis included Meyer-Peter Muller, Lane's Tractive Force, Shield's Diagram and Sckoklitsh Methods.

The Ohio Bridges, Section 4, Preliminary Scour Report, Kentucky and Indiana – Preliminary Scour Report was prepared as part of the Louisville-Southern Indiana Ohio River Bridges East End Crossing design-build project. Section 4 – the approach bridge – included an abutment and eight pier groups. The scour analysis was performed in accordance with the methodology outlined in the Federal Highway Administration (FHWA) Hydraulic Engineering Circular Number 18 (HEC-18), *Evaluating Scour at Bridges*, to develop predictions of contraction, and local scour at piers, as well as an assessment of long-term trends in aggradation/degradation of the riverbed. The layout of the pier scour protection was designed following the Design Guideline 11 as described in the Hydraulic Engineering Circular No. 23 – Bridge Scour and Stream Instability Countermeasures: Experience, Selection and Design Guidance. The U.S. Department of Transportation, Federal Highway Administration – Hydraulic Toolbox software was utilized to determine the riprap sizing and gradation.

JESSICA HILSHCER, PE

LJA ENGINEERING

HYDROLOGY & HYDRAULICS SUPPORT

EDUCATION

2013, BS, Civil Engineering, Texas A&M University

PROFESSIONAL LICENSE

2018, Professional Engineer, Texas #130328

SUMMARY OF QUALIFICATIONS

Ms. Hilscher has over six years of experience in civil engineering design and is currently severing as a project engineer for LJA's transportation group in the Fort Worth office. Her duties include project management, roadway and geometric design, drainage design, utility design, preparation of civil PS&E plans, utility coordination, traffic control, estimates, public meetings, and construction phase services. Ms. Hilscher has been involved in multiple PS&E projects such as Shady Grove Safe Routes to School in Keller, Texas, Celina Water Lines W1 & W2 Southeast Sector in Celina, Texas, Button Street Improvements in Little Elm, Texas, and 2016 Water Improvements in Justin, Texas. She has done work for multiple municipalities and TxDOT districts in the North Texas Area.

PROJECT EXPERIENCE

Helen Wessler Creek Restoration and Bridge Installation, Arlington, Texas – Project Engineer responsible for the PS&E design and sheet creation of 700 linear feet of channel restoration due to erosion. The project included two directional weirs, one rock wall notch to prevent damming, three 18" storm drain outfall locations, and a pedestrian bridge crossing the channel. Task Lead for all design aspects. The project was estimated to have a construction cost of $382,000.

East Fork Underwood Branch Erosion and Sanitary Sewer Repair Project, Weatherford, Texas – Project Engineer responsible for the PS&E design and sheet creation of 1,000 square feet of radial, modular block wall, 195 square feet of concrete spillway, and 130 linear feet of 12" sanitary sewer replacement and casing of eroded area. The project was estimated to have a construction cost of $211,000.

Oliver Creek Low Water Crossing Reconstruction, County of Denton, Texas – Project Engineer responsible for the PS&E design and sheet creation of 2,100 square foot of modular block wall and 200 linear feet of concrete roadway in a highly erosive area. Design included determining rock shelf for stabilization and connection to existing RCBC culverts in a lower water crossing area. The project was estimated to have a construction cost of $400,000.

Celina Water Lines W1 & W2 Southeast Sector, Celina, Texas– Project Engineer responsible for the PS&E design and sheet creation for over 3.5 miles of large diameter water main to serve as a connector for the City of Celina. This project also included 1,200 linear feet of 12" water main and 1,000 linear feet of 16" water main. Task lead for 1.5-mile water main W1 and 16" water main design. The project had a construction cost of $2.9 million.

North I-35 Outfall Sewer, City of Sanger – Project Engineer responsible for the PS&E design and sheet creation for over 3 miles of 12" sanitary sewer and 12" water main for the City of Sanger. Task lead for creating horizontal and vertical alignments for both utility lines to connect separated areas of the city, SWPPP plans, and traffic control where applicable.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



MS, Environmental Engineering, Rice University
BS, Civil Engineering, Sao Paulo University, Brazil

PE, TX #56939
CFM, TX #0423-02N
D.WRE #00538

TxDOT Precertification Employee Sequence No. 1150
Categories: 2.12.1, 10.1.1, 10.2.1, 10.3.1, 10.4.1, 10.5.1

Al Flores, PE, CFM, D.WRE
Hydrology & Hydraulics Support

Mr. Flores has over 46 years of extensive experience in hydrology and hydraulics, which includes hydraulic studies, complex hydraulic design, bridge scour evaluations, culvert design, sedimentation/filtration system design, and detention/retention pond design, as well as hydraulic design of bridges over waterways, floodplain analyses, and design of channel modifications for interstate highways. He has designed channel modifications for HCFCD, drainage districts, municipalities, and other jurisdictions. He has substantial practical experience and individual research related to flood control, storm water management, and NPDES programs and is well known throughout Texas for his experience in this area. *Relevant project experience includes:*

Clear Creek Watershed Steering Committee, Continued Support to USACE Galveston District – General Re-Evaluation Report, Galveston County, TX Project Manager/Chief Hydraulic Engineer responsible for H&H analysis and design on this sole source contract awarded to Dannenbaum because of our subject matter expertise in both the hydrology and hydraulics as it pertains to Clear Creek. Preliminary civil design of water control structure, which includes floodwalls, closure gate structures, pump stations, geotechnical analysis, and reports. The project involves unifying the design criteria of four counties, 17 cities, five drainage districts and 27 utility districts. Includes HEC-1, HEC-2, HEC-RAS, HEC-GeoRAS, HEC-HMS, HEC-GeoHMS, HEC-FFA.

USACE/HCFCD, Mud Gully Channel Conveyance Improvements, Unincorporated Harris County, TX. Principal and Chief Hydrologist for project, co-sponsored by HCFCD and the USACE, and part of the Clear Creek Flood Risk Management Project. The purpose was to provide modifications to Mud Gully, HCFCD Unit A120-00-00, which will increase conveyance and reduce the risk of flood damages within the Mud Gully sub-watershed. Proposed improvements consist of designing the channel as a fully concrete lined channel with improved reinforced concrete pipe outfalls.

Magnolia Bayou Diversion Channel and Regional Detention Analysis and Feasibility Study, League City, TX. Principal and Chief Hydrologist for an analysis and feasibility study to divert flow from Magnolia Bayou and Borden's Bully to Dickinson Bayou. During Hurricane Harvey, Magnolia Bayou and Borden's Gully Watershed sustained devastating flood damages. The analysis evaluates the potential benefits and impacts of diverting the flow to Dickinson Bayou and mitigation solutions.

Dove Meadows Detention Analysis and Design, League City, TX. Principal and Chief Hydrologist for Magnolia Bayou and Borden's Gully analysis of improvements to existing detention areas completed by Dannenbaum reviewed the possibility of the benefits of constructing the Dove Meadows detention basin and eliminating flow constrictions at the Hughes Lane and West Deats Road crossings. Mr. Flores was responsible for the expansion and finalizing the analysis of the Dove Meadows detention basin and preparing construction plans.

Grand Parkway (SH 99) Design-Build Project, Harris/Montgomery Counties, TX. Chief Hydrologist for the 37-mile project in the Houston metropolitan area. Services included drainage impact studies and storm sewer and detention facilities modeling for Little Cypress Creek and Willow Creek watersheds utilizing HEC-HMS, HEC-RAS (steady and unsteady), HEC-GeoRAS, GeoPak Drainage, XP-SWMM, EPA SWMM, and ArcGIS. Hydraulic design consisted of storm drain, channel, and culvert systems at 3 floodplain and 4 channel crossings, 9 major and 11 equalizing culverts, 15 detention ponds, 20 grade separations, and 2 second-level grade separations over highways/railroads.

HCFCD, South Belt Storm Water Detention Pond (Phases 1 - 3), Unincorporated Harris County, TX. Principal and **Chief Hydrologist** for H&H analysis and design to reduce peak flows on Clear Creek and mitigate potential impacts of the Clear Creek Federal Project, which includes future channel modifications on Mud Gully and Turkey Creek. Responsible for the following services (1,500 acre-FT volume): development of an unsteady HEC-RAS model for Mud Gully and Clear Creek, use of the HEC-RAS model to assess benefits of alternatives for overflow weirs, and development of benefits matrix to select the best alternative for overflow weirs. Also included the preparation of the project development report, incorporation of environmental features into the basin bottom design, and development PS&E for the Phase 1 basin.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



MS, Water Resources, Texas Tech University
BE, Civil Engineering, Osmania University, India

PE, TX #105201
CFM, TX#1618-09N

TxDOT Precertification Employee Sequence No. 19015
Categories: 10.1.1

Ashish Waghray, PE, CFM

Hydraulics & Hydrology Support

Mr. Waghray has 14 years of professional experience in H&H including project management and project engineering for drainage studies, master plans, storm water management, flood management, and land development projects for local, state, and federal agencies. He is experienced in technical writing and preparation of high quality engineering reports and proficient in complex hydrologic and hydraulic modeling techniques and tools and highly proficient in the use of engineering design and modeling software including FlowMaster, CulvertMaster, PondPack, ArcGIS, HEC-HMS, HEC-RAS (steady/unsteady), XP-SWMM (1D and 2D), HouStorm/WinStorm, and AutoCAD. He has managed the IH 45 Drainage Impact Study, Upper Clear Creek Regional Detention, and Hunting Bayou PS&E and has performed various H&H studies for HCFCD including evaluation of flood damage reduction alternatives, floodplain mapping, 2D modeling, and LOMR preparation on Upper Clear Creek. *Relevant project experience includes:*

HCFCD Carpenter's Bayou Channel Rehabilitation: Harris County, TX. Drainage H&H Engineer developing a design concept for HCFCD to prevent channel bank erosion along one mile of Carpenters Bayou and analyzed the upstream and downstream impacts of the new channel design. He performed detailed hydrologic and hydraulic analyses using HEC-HMC and HEC-RAS.

HCFCD Upper Clear Creek: Harris/Brazoria Counties, TX. Project Manager/H&H Lead to evaluate flood damage reduction alternatives along Clear Creek, between SH 288 and Hughes Road. The study evaluated the USACE's NED channel improvement plan and other similar alternatives, along with regional detention mitigation, and involved detailed hydrologic and hydraulic routing analysis, along with regional detention basin and side weir modeling utilizing the HEC-HMS and HEC-RAS models of Clear Creek. The project involved regular coordination with HCFCD and thorough research of over 50 years of flood control efforts in the watershed.

Taylor Bayou Hydrologic/Hydraulic Study: La Porte, TX. Project Manager/H&H Lead responsible for performing a detailed hydrologic and hydraulic analysis of Taylor Bayou for the City of La Porte to evaluate whether channel improvements recommended in the City-wide drainage study would eliminate out-of-bank flooding. Led a team to develop a multiple reach hydraulic model for Taylor Bayou and its tributary, HCFCD Unit A104-12-00, using HEC-RAS; performed storage routing analysis using HEC-HMS and HEC-RAS; evaluated the hydraulic impacts of the proposed channel improvements; and proposed detention mitigation options.

Greenhouse Road Bridge: Harris County, TX. Drainage H&H Engineer for design and construction of a 1,800-foot-long by 36.5-foot-wide pre-stressed concrete girder structure accommodating two lanes of traffic and a sidewalk in northern Harris County. This project connects the north and south limits over Langham Creek and Old Langham Creek. The bridge spans the entire floodway and was constructed in environmentally sensitive areas including a delineated wetland, an oxbow, and Cypress Creek. The roadway and bridge design allows for a safe and convenient connection for future hike and bike trails. Aesthetic elements incorporated light pilasters at each Harris County standard rails. There is also accommodation for a future pedestrian/equestrian trail underneath the bridge.

Grand Parkway (SH 99) Drainage Study: Harris County, TX. Senior H&H Engineer in charge of leading a technical team to perform a drainage study for eight miles of the Grand Parkway. Completed the design of the storm drainage and detention mitigation systems while accommodating a network of railroad crossings, major utility crossings, and wetlands. Several drainage crossings across the highway were also evaluated including a major bridge crossing over Spring Creek, which had a variable skew. The project involved extensive coordination between TxDOT, Harris County, and private parties. Delivered a high quality drainage study report under a highly accelerated schedule.

TxDOT Bridge Replacements in the Houston-Galveston Area, TX. Project Engineer on hydraulic analysis of several TxDOT on-system and off-system bridge replacement projects in the Houston-Galveston area. The hydraulic analysis was performed using HEC-RAS. The model was developed using survey data and supplementing it with LiDAR DEM. Existing and proposed condition models were developed with the existing and proposed bridges, respectively.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



MS, Civil Engineering, Oklahoma State University
BS, Civil Engineering, Oklahoma State University

PE, TX #44187
TxDOT LGPP Certified

TxDOT Precertification Employee Sequence No. 1152
Categories: 3.2.1, 4.2.1, 7.1.1, 14.1.1, 14.3.1, 14.4.1

Larry Marr, PE, LGPP
CDBG/GLO Agency Liaison

Mr. Marr, PE, LGPP has 48 years of program and project management, responsible for overall project/program QA/QC. He was the program manager for HUD/GLO funding for 14 CDBG projects in Galveston County and is well-versed in the federal funding process. He will ensure that CDBG-MIT program requirements are adhered to over the entirety of the project. In addition to Mr. Marr's understanding of regulatory compliance, he is experienced in providing a wide range of civil engineering services. His diversity includes drainage design and construction; geotechnical engineering including foundation analysis and design, construction materials engineering and testing, and in-situ testing in unusual and marginal soils; hazardous waste facility and landfill cell design; instrumentation; building/earthwork distress evaluation and slope stability analysis and design; transportation and traffic engineering; and forensic engineering. Mr. Marr is considered an expert engineer and is often called upon for engineering guidance because of his skill. *Relevant project experience includes:*

Texas GLO (WO No. 7975) Engineering Service Provider, Multiple Projects: Galveston County, TX. Program Manager for Texas GLO as the engineering service provider for multiple projects that consist of using the T-RecS information system for GLO projects. Mr. Marr reviews, organizes, and inputs all submittal documents and engineering provider draw requests. He is responsible for the preparation of preliminary engineering (30%) plans and design documents for 14 projects. These projects include drainage improvements, street improvements, municipal water systems, and backup generator systems. He assists and coordinates with the engineering subcontractors, environmental service provider, grant administrator, grantee, and engineering team leader in ensuring performance goals are met.

Texas GLO (WO Nos. 667 and 6628) Engineering Service Provider, Multiple Projects: Harris County, TX. Program Manager for Texas GLO as the engineering service provider for multiple projects that consisted of preparing the preliminary and final designs for these street reconstruction and drainage improvement projects. Included coordination with geotechnical, SUE, CMT, survey, and environmental service providers. Coordinated with the grantee on bidding, evaluated bids, contract award, and provided construction oversight support to the grantee that included attending progress meetings, material submittal reviews, answering RFIs and reviewing change order requests. Also included the preparation of as-built drawings and preparation of engineering service provider's certification of construction completion.

TxGLO, Highland Bayou Drainage Impact Study: La Marque (Galveston County), TX. Program Manager for this project, which is one of multiple projects for the Texas GLO as engineering service provider in Galveston County. The Highland Bayou Methodist Church Lateral Extension is a proposed improvement to the Methodist Church Lateral (MCL), which is a tributary to Highland Bayou. The proposed improvements enclosing the tributary in a storm sewer box and extending the system to the north to provide flood relief to additional property owners. The purpose of the study was to determine the storm sewer sizes for the MCL improvement that would be adequate for reducing ponding in the area, providing alternate system configurations, and quantifying impacts to the Highland Bayou main channel. Three alternatives were analyzed, and a performance and cost comparison determined the most feasible alternative. The analysis utilized the XPStorm modeling program along with HEC-HMS and HEC-RAS for the Highland Bayou main channel analysis. An outfall channel analysis was performed due to the flow diversion from the Dickinson Bayou Watershed to the Highland Bayou Watershed. Overall, the MCL extension was determined to reduce flooding and ponding in the area without any adverse flood impacts to the Highland Bayou main channel.

FM 646 North Program Management, Design, and Construction Management League City (Galveston County), TX. Program/Project Manager for design, reconstruction, and construction management of FM 646, from FM 517 to IH 45. Specific project reconstruction efforts ncluded changing a 2-lane asphaltic concrete roadway to a 4-lane concrete boulevard; reconstructing two bridges; constructing five traffic signals with illumination; constructing a storm water system; relocating water and sanitary lines; constructing storm water detention ponds; and constructing sidewalks.

HCFCD Project Brays Bridge Program Management: Harris County, TX. Program Manager for the replacement or modification of 58 bridges considered to be impacting flooding of Brays Bayou. This GEC/PM assignment involved the overall management of design consultants in the preparation of plans and specifications, quality assurance/quality control, value engineering, and coordination with various agencies including the Harris County Flood Control District.

FM 646 South Program Management and Design: League City (Galveston County), TX. Program/Project Manager for the design and reconstruction of FM 646, from FM 517 to FM 1764. Reconstruction efforts included converting a 2-lane asphaltic concrete roadway to a 4-lane concrete roadway with a center left-turn lane. Three bridges were reconstructed; three red/yellow flashing signals with illumination, a storm water system, and storm water detention ponds and outfalls were constructed. In addition, water lines were relocated.

Gulf Coast Community Protection and Recovery District (GCCPRD) Coastal Storm Surge Study: Six Coastal Counties, TX. QA/QC Reviewer for the GGCPRD's Storm Surge Suppression Study for the northern most six counties along the Texas coast. The study is being conducted by a team of engineers, environmental scientists, economists and community outreach specialists who are working together to identify a series of alternatives involving natural, structural and nonstructural methods. Included preliminary civil design of floodwalls, levees, closure gate structures (navigation, railroad, road), pump stations, geotechnical analysis and reports and H&H modeling and analysis.

City of Pflugerville 2018 Pavement Maintenance Program: Pflugerville, TX. QA/QC Manager for design and construction administration services for the reconstruction of local and collector roadways, Included PS&E development; bidding and CS services; community involvement; evaluation of drainage, pavement, and pedestrian elements; code review for city, State, and federal guidelines, standards, ordinances, and codes; geotechnical study and report; environmental studies and coordination and permitting; site, topographic, and boundary surveys; H&H; pavement life-cycle costs; ROW acquisition assessment; identification of utility conflicts; and coordination with utility companies.



Miguel Tellez Padilla

Utility Coordination Task Leader

Mr. Tellez Padilla has over five years of hands-on project experience in public and private utility coordination and relocation and subsurface utility exploration. He has successfully completed the utility process for numerous local municipal/public works and transportation related projects. Mr. Tellez Padilla is a member of the American Society of Highway Engineers (ASHE, Houston) and was nominated for the 2019 ASHE Young Member of the Year. *Relevant project experience includes:*

City of Pasadena Drainage Mitigation A-3: Pasadena, TX. Project Engineer responsible for design services and performing utility coordination and liaison activities with involved utility owners, their consultants, and the city to achieve timely project notifications, coordination meetings, conflict analysis, and resolution. Also provided design services including grading/drainage, SW3P, site geometry, signing/pavement markings, demolition plans, traffic control plans, and utility layout plans. Provided engineering services for the preparation of PS&E and related documents.

Birch Road Bridge Replacement: Clear Lake Shores, TX. Project Engineer responsible for performing utility coordination and liaison activities with involved utility owners, their consultants, and the county to achieve timely project notifications, coordination meetings, conflict analysis, and resolution. Provided engineering services for the preparation of PS&E and related documents.

SH 242, East of FM 1314 to US 59: Montgomery County, TX. Project Engineer responsible for development, communication, and documentation of utility related project notification letters for all affected utility companies, owners, and other concerned parties.

SH 242 Expansion, West of FM 1485 to IH 69: Montgomery County, TX. Project Engineer responsible for development, communication and documentation of utility related project notification letters for all affected utility companies, owners, and other concerned parties.

Calder Road from Cross Colony Drive to Ervin Avenue: Houston, TX. Project Engineer responsible for reviewing the electromagnetic inspection report along with the technical report. The 39-inch water main replacement was initially thought to be unnecessary, near final submittal, was found to be critical due to further evaluation and onsite assessment.

Galveston County, Birch Road Bridge: Galveston County, TX. Project Inspector for the preparation of construction plans for replacement of an 80-foot bridge structure over the Clear Lake Shores Canal. Included the associated structural design approach roadway work, H&H analysis, traffic control plans, drainage design, and storm sewer system, and signing and pavement markings.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



BS, Civil Engineering, University of Texas at Austin

PE, TX #81258

TxDOT Precertification Employee Sequence No. 1161
Categories: 3.2.1, 4.2.1, 4.4.1, 8.1.1, 10.1.1, 10.2.1

Tommy Levario, PE
Utility Coordination Support

Mr. Levario has 30 years in transportation design projects ranging from minor roadway to complex highway designs and bridge projects. His design experience encompasses streets and corridors, direct connectors, urban streets, rural roadways, and major freeway interchanges. Mr. Levario has provided utility coordination for municipalities and TxDOT projects. He has designed, coordinated, and led entire project teams on minor roadway to complex highway designs and bridge projects, from advanced planning corridor studies to preliminary and final PS&E, as well as bidding and construction phases. *Relevant project experience includes:*

TxDOT Wichita Falls District, SH 82 Utility Coordination: Wichita Falls, TX. Project Manager responsible for utility coordination/contracts. Reviewed proposed utilities adjustments and evaluated alternatives and adjustment estimates for reasonableness of cost and timely scheduling of adjustment for compliance with the utility accommodation policy. Reviewed traffic control set-up, where applicable, during the utility relocation process. Coordinated development and reviewed PS&E for all utilities and submitted a utility certification to the State or a special provisions report certifying that all utilities are clear for highway construction. Identified utility conflicts, coordination, compliance with the UAR, and resolution of utility conflicts. Met with the public and individual utility companies to assure utility conflict identification and resolution and the utility layout was finalized and provided in Microstation.

TxDOT Lubbock District, Loop 88 Utility Coordination for New 6-Lane Freeway: Lubbock TX. Project Manager responsible for utility coordination and contracts for improvement of an existing rural 4-lane, undivided road (FM 1585) into a 4-lane divided State Loop that will ultimately connect SH 62 to SH 87. The project has over five miles of overhead facilities, both transmission and distribution. Approximately 75% of the facilities are located in existing easements. Dannenbaum is coordinating with the electric company to relocate their facilities within the proposed TxDOT ROW and is working with the City for abandonment and relocation of their water and wastewater facilities. The project also included working with several other utilities such as City of Lubbock Traffic Division and two separate gas companies to relocate their facilities and prepare TxDOT permits.

TxDOT SH 71 EB Frontage Road Utility Coordination: Austin, TX. Project Manager responsible for utility coordination, preliminary utility design, review, and utility contracts for the TxDOT SH 71 EBFR along the north end of Austin-Bergstrom International Airport. Project required close coordination with Austin Water (AW), Austin Energy, telecommunication companies (AT&T, Spectrum), and Texas Gas to relocate existing utilities to accommodate the new frontage road. AW infrastructure in this corridor includes various crossings at the 183 intersections including a 24-inch water line and 24-inch wastewater line ~0.5 miles long. Preliminary design included water/wastewater alternatives at 183 and feasibility of leaving an in-place existing 24-inch water line servicing ABIA (which parallels SH 71 corridor along the entire project length) to certify the project could be constructed without delaying project due to relocation. 3D modeling for existing and proposed roadway, bridges, retaining walls, and storm sewer infrastructure certified adequate clearances were provided, and utility conflicts mitigated.

City of Pflugerville 2018-19 Pavement Maintenance Program Utility Coordination: Pflugerville, TX. Design Engineer responsible for utility conflicts and coordination and construction administration services for the reconstruction of six local, collector, and arterial roadways under a CBDG for the City. Conducted neighborhood meetings and provided exhibits of the project so that stakeholders could express their concerns and understand how the project would impact them during and after construction. Research on utilities and data collection through a topographic survey, subsurface utility engineering, geotechnical testing and life-cycle costs were evaluated. Solar panel illumination was added to minimize utility conflicts.

TxDOT Los Tomates Ports of Entry Utility Coordination: Brownville, TX
Project Manager responsible for utility coordination/contracts for ports of entry facilities. Los Tomates is one of three international bridges spanning the Mexico/US border between the Brownsville and Matamoros, Tamaulipas (aka Veterans Bridge). The roadway consists of four lanes and a truck lane and has sidewalks on both sides to accommodate pedestrian traffic. On the Brownsville side, the bridge connects to IH 69E / US 77 / US 83 and the Brownsville – Veterans POE.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1946



BS, Civil Engineering, Texas A&M University

PE, TX #89331
PTOE, #1810

TxDOT Precertification Employee Sequence No. 12146
Categories: 3.1.1, 3.3.1, 4.1.1, 4.2.1, 4.3.1, 7.1.1, 7.3.1, 7.4.1, 7.5.1, 8.1.1, 8.2.1, 8.4.1, 8.3.1,

Richard Ibarra, PE, PTOE
Traffic/TCP Task Leader

Mr. Ibarra brings 22 years of experience as a traffic operations and transportation project engineer and manager for design, operations, and management of transportation systems. Mr. Ibarra has developed numerous traffic impact analysis reports and studies for the City of San Antonio, Bexar County, and TxDOT. His experience includes signalization, signal timing, signal warrant analysis, traffic simulation models, traffic engineering studies (TIAs, feasibility studies, corridor planning, LOS analysis, etc.), intelligent transportation systems (ITS)/traffic management systems (TMS), complex TCPs, transportation system planning, signing and markings, illumination, utility facilities and coordination, cost estimating, and public involvement. He has analyzed innovative intersections such as superstreets, roundabouts, and continuous flow intersections (CFI). *Relevant project experience includes:*

2017 Bexar County, On-Call Traffic Engineering Contract (9 projects), Bexar County, TX. Traffic Engineering Task Lead/Deputy Project Manager for managing the preparation of traffic signal plans and design oversight during construction, traffic signal timing modifications, and complex traffic study and corridor analysis. Talley Road corridor traffic analysis included safety assessment, developing simulation model (Synchro) and traffic projections (trip distribution) to identify traffic impacts and proposed mitigation improvements and future roadway configuration. Traffic signal designs included pedestrian facilities, utility coordination, sidewalk and bike facilities, signing, and striping. Projects included Binz-Engleman at Woodlake Parkway and intersection/SITE analysis at Evans Road and TPC Parkway.

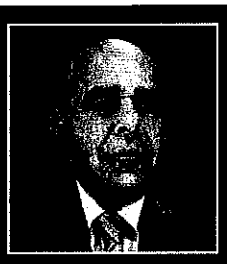
TxDOT San Antonio, 2016-2018 Traffic Engineering On-Call Services, San Antonio, TX. Traffic Engineering and Design Task Leader/Project Manager for diamond interchange, isolated intersections, and multiple intersection traffic signal analysis and developing re-timing plans, traffic signal upgrades, new traffic signal installation, electrical service design, conduit and conductor schedule, phasing diagrams, upgrading existing detection systems, flashing beacon assemblies, and new pedestrian facilities. Analyzed interchange traffic signal phasing, lane configuration/capacity analysis, illumination, and warrant analysis. Performed speed studies, traffic signal equipment inventory of over 37 intersections, recommended upgrades for signs and pavement markings, installation of TMS, and development of TMS as-built plans (TransGuide). Prepared complex traffic control plans for multiple signalized intersections in the downtown area.

Bexar County, Roadway Improvements and Signalization at Various Intersections, Bexar County, TX. Lead Designer and Project Engineer for preparation of PS&E for signalization at multiple locations including Marbach at Pue and Foster and Lakeview. As a subconsultant, oversaw preparation and revision of plans due to field conditions at Binz-Engleman at Texas Palm. Shanfield Road Reconstruction and Widening (LP 1604 to FM 1560). Tasked with developing plans for converting 2-lane urban roadway to a 5-lane divided roadway, in addition, public meeting coordination, TCP, signing and striping, cost estimate, and developed bid proposal.

TxDOT IH 35 (Braker to Wells Branch Parkway) 4.15 Miles, Austin, TX. Lead Designer for placing and integrating components of a corridor traffic management (CTM) system including surveillance, communication, and control in a set of plans. The data collected from the CTM devices can also be used to perform traffic studies.

Loop 337 Traffic Signals and Large Signing, New Braunfels, TX. Traffic Engineer overseeing the traffic signal and large sign design as part of a $47M PS&E project in collaboration with the TxDOT New Braunfels office and the City of New Braunfels. The signal designs included two standard intersections, one flying "T" intersection, one modification of an existing strain poles, five superstreet designs, one standard design at a school exit, and one diamond interchange. In addition to the traffic signal designs, he was responsible for the design of the large signs and large sign structures utilizing the TxDOT San Antonio Hill Country design theme. Mr. Ibarra was also responsible for submittal of all plan sheets and cost estimate to TxDOT New Braunfels for incorporation into the overall PS&E package.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1941



MS, Traffic Engineering, Universidad Autonaoma de NL
BS, Civil Engineering, Universidad Autonaoma de NL

PE, TX #95381

TxDOT Precertification Employee Sequence No. 28051
Categories: 8.1.1, 8.2.1, 8.3.1, 8.4.1

Jorge Rodriguez, PE
Traffic/TCP Support

Mr. Rodriguez has 25 years of cumulative experience in traffic engineering operations and design, construction management, and overall PS&E package preparation. As a former TxDOT employee, he is exceedingly proficient in the analysis, design, and implementation of transportation engineering elements including traffic studies, signal warrant analysis, signal timings, traffic simulation analysis, signing and pavement marking, traffic signal, illumination, intelligent transportation systems (ITS), ITS control systems, railroad, and traffic control plan layouts. *Relevant project experience includes:*

TxDOT, US 62/180) Montana Road Traffic Signal Design, El Paso, TX. Traffic Engineer responsible for preparing temporary traffic signal design for traffic control construction phases along the corridor for six intersections.

County of El Paso, Eastlake Phase 1 Traffic Signals, Signing & Striping, & Pedestrian Elements, El Paso County, TX. Traffic Engineer for design of new permanent traffic signals at Paseo del Este Blvd. and Southwick Drive and Paseo del Este Blvd. and Mission Ridge Blvd. Responsible for every component including identifying all utilities to avoid potential conflicts during construction, proper placement of traffic signal poles, mast arms, foundations, signal heads, VIVDS detection, pedestrian elements, electrical services, conduits, cables runs, controller cabinets, and signal phasing. Also responsible for designing signing and striping layouts for both intersections including cross walks, stop bars, and signs and marking for bicycle lanes, preparing change order notes, standards, specifications, calculating quantities, and engineering cost estimates.

TxDOT, FM 242 Montgomery County Traffic Signal Design, Houston, TX. Traffic Engineer responsible for the design of temporary traffic signals according to proposed traffic control construction phasing and upgrade of existing traffic signals at three intersections. The design for FM 242 between Old Houston Road and IH 69 (6.6 miles) included an upgrade from a 2-lane highway to a 4-lane divided highway. Mr. Rodriguez identified utilities to avoid conflicts and placed traffic signal poles, mast arms, foundations, signal heads, VIVDS detection, pedestrian elements, electrical services, conduits, cables runs, controller cabinets, and signal phasing. He was also responsible for preparing traffic signal notes, standards, specifications, calculating quantities, and preparing engineering cost estimates.

TxDOT, Zaragoza Road / Montwood / Loop 375 Intersection Illumination and Traffic Signals, El Paso, TX. Traffic Engineer responsible for design of a temporary traffic signal at the intersection of FM 659 and Zaragoza—our team provided design Zaragoza Road. Mr. Rodriguez reviewed and recommended requests for information submitted by the contractor related to traffic signals, signs, illumination, and ITS.

Cassidy & Marshall Road Intersection, Signing and Striping, Pole, Traffic Signal Upgrades, Fort Bliss (El Paso), TX. Traffic Engineer responsible for design of a new traffic signal for the intersection. Responsible for every component identifying all utilities conflicts, proper placement of traffic signal poles, mast arms, foundations, signal heads, radar detection, pedestrian elements, electrical services, conduits, cables runs, controller cabinets, and signal phasing. Mr. Rodriguez also designed signing and striping layouts including cross walks and stop bars.

WESLEY MAXEY, RPLS

SURVEY TASK LEADER

LJA SURVEYING

EDUCATION

2010, BS, Industrial Technology, Lamar University

PROFESSIONAL LICENSE

2014, Registered Professional Land Surveyor, Texas #6536

TXDOT PRECERTIFICATIONS

Employee Sequence No. 31225
Categories: 15.1.1, 15.2.1, 15.2.2, 15.3.5

SUMMARY OF QUALIFICATIONS

Wesley Maxey is a Registered Professional Land Surveyor in the State of Texas with over nine years of experience in the surveying field, including boundary and topographic surveying. He is experienced in all necessary calculations including field note reduction, traverse adjustment, and boundary determination. Wesley is also experienced in GPD control networks and has experience in records research at the City and County levels.

PROJECT EXPERIENCE

Sempra LNG, Port Arthur LNG, Port Arthur, TX – Provided a project control network based upon published NGS Monumentation. Performed a 30' topographic grid across approximately 1,200 acres in extremely harsh site conditions. All utilities across and adjacent to the property were located and confirmed by use of electronic locating methods and conventional probing methods. An ALTA/ACSM land title survey was completed for the 1,217.379 acre tract and submitted for final land acquisition.

CB&I, Entergy Plant Expansion, Lake Charles, LA – Provided project control network along with topographic survey for the design of the Entergy plant expansion.

Enterprise, Floresville Pipeline, Floresville, TX – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and as-built alignment sheets for an approximately 17 miles of 6" pipeline.

Plains All American Pipeline, Red Oak Pipeline, TX – Provided preliminary centerline survey, legal surveys, and alignment sheets for a 183-mile proposed pipeline.

Kinder Morgan, Inc, Targa Delivery Project, Mont Belvieu, TX – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and alignment sheets for approximately one mile of 8" natural gas pipeline.

TN Gas Pipeline/Kinder Morgan, Inc, MLV 19-2 Class Change Project, Harris and Waller County, TX– Provided topographic field survey and drawings for the class change of MLV 19-2. Also provided construction

staking and as-built surveys.

Kinder Morgan, Inc, Webb 14" Project, Zapata, TX – Provided preliminary centerline survey, legal surveys, IFR, IFB, IFC alignment sheets, construction re-staking, as-builts survey, and alignment sheets for approximately 26.5 miles of 12" pipeline to replace an existing 14" pipeline.

Kinder Morgan, Inc, Index 98 Bore Profiles, Beaumont, TX – Provided topographic surveying for two HDD drills. The drill locations for this project were from the Goodyear East Meter Station to Index 98 and from the Fannett Compressor Station to Index 98. LJAS was also responsible for all TxDOT permitting for these drills.

Kinder Morgan Inc, N Lansing A-2 Lateral, Longview, TX – Provided topographic aurveying for a new tap valve surface site location and ROW surveying for a ROW change of an existing 8" A-2 lateral to mate-up to the tap valve relocation. Also provided topographic and ROW surveying for an alternate route of the 8" A-2 lateral.

Kinder Morgan, Inc, Beaumont City Gate #5, Beaumont, TX – Provided topographic and boundary surveying for an existing Kinder Morgan surface site. Provided platting and legal descriptions for a 30' by 10' additional surface site.

GT Logistics, Rail Infrastructure and Rail to Barge Crude Transfer Facility, Port Arthur, TX – Provided boundary and topographic surveying for the design of a project to move 100,000 BPD of crude oil from rail cars to barges. This project included topographic survey and cross sections for nine miles of new railroad tracks, rotating equipment, and mechanical piping. Also included topographic surveying for two miles of two 16" diameter pipelines, a 180' span pipe bridge across the Port Arthur Hurricane Protection Levee, and a barge dock located on Taylor's Bayou.

Burns & McDonnell Engineering Company Inc, ONEOK Hydrocarbon NGL Fractionation Plant Project, Mont Belvieu, TX – Provided boundary and topographic surveying for the design and construction of a complete fractionation unit. LJAS was the surveyor of record for all survey verification of the unit. LJAS was responsible for verifying foundations, piling, anchor bolts, tower and vessel alignment, and all other miscellaneous verifications. LJAS was also responsible for locating all underground obstructions and verifying there were no obstacles for pile driving, setting of foundations, or trenching for pipeline placement.

Union Pacific Railroad, ALTA/ACSM Land Title Surveys – Provided boundary and topographic survey for the acquisition of additional ROW adjacent to and along the existing Union Pacific Railroad property. Provided survey plats and legal descriptions for a 70' proposed taking out of 25 tracts of land to be acquired.

ExxonMobil Boundary and Topographic Survey – Provided boundary and topographic survey for the design and construction of a new office complex inside of the existing facility limits.

2,200-Acre Land Title Survey – Provided boundary survey of a 2,200-acre tract to the specifications and standards of a Category 1A, Condition II survey. Provided survey plat and legal descriptions.

JEREMY KOWIS, RPLS

LJA SURVEYING

SURVEY SUPPORT

EDUCATION

2006, Degree - BS, Geomatics, Texas A&M – Corpus Christi

PROFESSIONAL LICENSE

2012, Professional Land Surveyor, Texas # 6361

TXDOT PRECERTIFICATION

Employee Sequence No. 23353

Work Categories: 15.1.1, 15.2.1, 15.2.2, 15.3.5

SUMMARY OF QUALIFICATIONS

Mr. Kowis is a Registered Professional Land Surveyor in the State of Texas. He has over 15 years of experience in the surveying field with over 10 years serving as a project manager or project surveyor. He is proficient in the use of AutoCAD Civil 3D, Trimble Business Center, and MicroStation. He specializes in Transportation (TxDOT), Water/Wastewater, Monitoring Surveys, Electric, Federal, and County/City work throughout the greater Houston area. His experience includes deed research, establishing boundaries/ROW, creating plats, writing legal descriptions for easements/fee properties, signing off on survey plats/ easements/ legal descriptions, and utilizing GIS databases. He has performed around 450 easement documents/plats per year. He has worked on several TxDOT projects throughout the state, establishing Primary & Secondary control that adheres to standards using the Texas Coordinate System NAD 83 and NAVD 1988, using both conventional, static, and RTK surveying methods to establish X, Y & Z Coordinates. He has performed many other topographic surveys, easement acquisitions, monitoring surveys, and boundary surveys for North Harris County Regional Water Authority (NHCRWA), Coastal Water Authority (CWA), Levee Improvement Districts and Harris County Flood Control District (HCFCD).

PROJECT EXPERIENCE: TRANSPORTATION - OVER $3M IN CONTRACTS

Contract 12-8IDP1036 WA No. 1 in Harris County, TX – Task Lead for 15.2.1 Design Survey (Aerial LiDAR w/Ortho's and planimetrics) and 15.3.5 Horizontal and Vertical Survey Control for five CSJs. The specific work location is along IH 45 from North of Beltway 8 to south of IH 610 (N), along Beltway 8 from west of IH 45 to east of IH 45, along IH 610 (N) from west of IH 45 to east of IH 45, including cross streets as requested in the provided layout, as directed by the state.

Contract 12-8IDP1036 WA No. 2, SL 8: IH 69 to Westheimer Road, CSJ: 3256-01-118 and SL 8: IH 69 to Westheimer Road, CSJ: 3256-01-118, Harris County, TX – Task Lead for 15.2.1 Design Survey (Aerial LiDAR w/Ortho's and planimetrics), 15.1.1 Right of Way Surveys and 15.3.5 Horizontal and Vertical Survey Control. The

specific work location is along SL 8, from IH 69 to Westheimer Road, and from Hoheme Drive to South of IH 10 and the overall objective of this project is for the reconstruction of the South Bound Frontage Road and intersections.

Contract 12-7IDP5012 WA No. 1, FM 2977: FM 762 to FM 361, CSJ: 3048-01-018, Fort Bend County, TX – Task Lead for 15.2.1 Design Survey (Aerial LiDAR w/Ortho's and planimetrics) and 15.3.5 Horizontal and Vertical Survey Control. The work performed consisted of providing preliminary surveying and mapping services for development of a design schematic, for FM 2977, from FM 762 to FM 361 (8 miles), located in Fort Bend County within the State of Texas.

Contract 12-7IDP5012 WA No. 2, FM 521: SH 6 to FM 1462, CSJ: 3048-01-018, Brazoria and Fort Bend County, TX – Task Lead for 15.2.1 Design Survey (Aerial LiDAR w/Ortho's and planimetrics) and 15.3.5 Horizontal and Vertical Survey Control. The work performed consisted of surveying services as Right of Way Mapping for FM 2514 from North of Drain Drive to Brown Street.

HCFCD/AECOM, $105K, MAAPNext Project: Greens Bayou Harris County, TX – Provided survey support for hydrologic and hydraulic analysis. Included cross-sections, pictures, and structures (pipelines, roads, bridges, culverts) all while using HCFCD feature codes, pictures, and Excel spreadsheets that are specific to this type of project. Additional work given to me by the AECOM PM due to my responsiveness and the quality of work performed.

HCFCD/Freese and Nichols, $106K, MAAPNext Project: Addicks and Cypress Creek Watershed, Harris County, TX – Provided survey support for hydrologic and hydraulic analysis. Included cross-sections, pictures, and structures (pipelines, roads, bridges, culverts) all while using HCFCD feature codes, pictures, and Excel spreadsheets that are specific to this type of project.

HCFCD/LAN, $145K, P121-01-00/P130-05-00/P130-09-00, Harris County, TX – Provided survey support that included cross-sections, structures, establishing the ROW, finding encroachments, and any other support of the engineer that was needed.

City of Ardmore/Stantec, $120K, City Lake and Mountain Lake Dam, in Carter County, TX – Established survey control built to United States Army Corps of Engineers (USACE) manual at both sites for both control along and on the dam itself. Then, we followed the using the FERC Chapter IX Instrumentation and Monitoring standards for performing the monitoring survey by using the Trimble Robotic Total Station S9 0.5" and a Trimble DiNi (0.3mm) digital level, along with performing this survey at night in order to meet/exceed the accuracy standards required.

GORDON N. ANDERSON, PLS, PSM, RPLS

SURVEY SUPPORT

LJA SURVEYING

EDUCATION

1979, Engineering Technology Studies Non-Degree, Portland Community College

PROFESSIONAL LICENSE

2016, Registered Professional Land Surveyor, Texas #6617
2015, Professional Land Surveyor, California #9239
2011, Professional Land Surveyor, Alabama #32929
2009, Professional Surveyor and Mapper, Florida #6697
2000, Professional Land Surveyor, Utah #3099116-2201
1996, Professional Land Surveyor, Nevada #12066
1993, Professional Land Surveyor, Idaho #7314

TXDOT PRECERTIFICATION

Employee Sequence No. 25109
Work Categories: 15.1.1, 15.2.1, 15.2.2 15.3.3, 15.3.4, 15.3.5

PROFESSIONAL MEMBERSHIPS

NSPS, Texas Society of Professional Surveyors

SUMMARY OF QUALIFICATIONS

Gordon Anderson is a Registered Professional Land Surveyor in the State of Texas and licensed in six other states. He has over 30 years of experience managing projects and surveying operations. Gordon provides exceptional client support to both external clients as well as internal business groups. He cultivates top performing efficient teams through leadership, management, training, and development initiatives. He has a broad range of advanced technical and management skills including strategic planning, complex workforce mobilizations, data analysis and expert level boundary resolutions, efficient utilization of multi-discipline teams, and maintaining critical delivery schedules. Gordon's recent relevant experience includes acting as Project Lead and Senior Project Manager in charge of delivering a combined $5.6M of revenue in completed transportation projects and $1.5M in civil, commercial, municipal and infrastructure projects in the State of Texas and the Austin metropolitan area.

PROJECT EXPERIENCE - TRANSPORTATION

TxDOT Austin District SH 71/US 290, Oakhill in Travis County, TX
Responsible for design and construction survey, ROW mapping, and parcel plats. Project Manager a 5.1-mile roadway design survey, including airborne LiDAR, ortho photogrammetry, set secondary survey control monuments, locate existing topographic features within proposed and existing ROW lines, collect bridge deck and abutments, drainage structures, cross sections and ROW mapping, parcel platting (80 parcels) for ROW acquisition. Surveying included abstracting, parcel plats, ROW maps, legal descriptions, and GIS deliverables.

TxDOT Austin District, Capital Express in Travis County, TX
Responsible for control and design and construction Survey. Project Manager for a 32-mile design survey including airborne, terrestrial and mobile LiDAR, ortho photogrammetry, ground survey control, utilities, bridges and obscured area topographic features, recover and set 45 primary control monuments within existing ROW and adjacent corridors, reduce bridge scanning, aerial Lidar, mobile Lidar data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps, and final control sheets.

TxDOT Austin District, (Alliance Transportation Group) SH 21 from FM 1441 and East to the Lee/Burleson County Line in Bastrop and Lee Counties, TX
Responsible for control and design and construction survey. Project Manager for a 32.4-mile design survey including airborne LiDAR, ortho photogrammetry, ground survey control survey, utilities, bridges and obscured area topographic features, set 36 primary and secondary control monuments within existing ROW, reduce bridge scanning, aerial Lidar and ground survey data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps, and final control sheets.

TxDOT Yoakum District, (Rodriguez Transportation Group) US Highway 77 from LaGrange City Limits and North 11.2 miles in Fayette County, TX
Responsible for control and design and construction survey. Project Manager for a 11.2-mile design survey including airborne LiDAR, ortho photogrammetry, ground survey control survey, utilities, bridges and obscured area topographic features, set 22 primary and secondary control monuments within existing ROW, reduce bridge scanning, aerial Lidar and ground survey data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps, and final control sheets.

TxDOT El Paso District, US Highway 62/180 East of the City of El Paso in El Paso County, TX
Responsible for control and design and construction survey. Project Manager for a 54-mile design survey including airborne LiDAR, ortho photogrammetry using drones (UAS), ground survey control survey, utilities, drainage structures and cross-section topographic survey, recovered existing and set secondary control monuments within existing ROW, reduce cross-sections, aerial Lidar and ground survey data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps, and final control sheets.

City of Austin/Alliance Transportation Group, MLK Boulevard in Travis County, TX
Responsible for mobile mapping and control survey. Project Manager for a 1.2-mile design survey, locate existing topographic features within existing ROW lines using mobile LiDAR and ground survey to collect bridge deck and abutments, drainage structures, cross sections in obscured areas, and set primary control monuments. Provided control sheets and 2D/3D MicroStation planimetric and surface data.

AMY M. BROOK

ENVIRONMENTAL TASK LEADER (NEPA SPECIALIST)

EDUCATION

1995, Master of Science, Geological Oceanography, University of Hawaii at Mānoa, Honolulu, Hawaii
1991, Bachelor of Science, Marine Sciences, Texas A&M University at Galveston, Galveston, Texas

TRAINING COURSES COMPLETED

- Environmental Negotiations Workshop
- Environmental Risk Assessment and Management
- EPA Preliminary Assessment/Site Inspection
- EPA Risk Communication Training
- EPA Workshop on Ecological Risk Assessment
- TxDOT Public Involvement for NEPA
- Princeton Groundwater-Pollution and Hydrology
- Princeton Groundwater-The Remediation Course
- TxDOT Environmental Document Preparation
- Wetland Delineation & Management
- Shipley Indirect & Cumulative Impacts
- Shipley Section 4(f)

CERTIFICATIONS/AFFILITIONS

Texas Department of Transportation Certification No. 12662
TxDOT pre-certified in 1.8.1, 2.3.1, 2.4.1, 2.4.2, 2.6.1, 2.6.2, 2.6.3, 2.12.1, 2.13.1, and 2.14.1

SUMMARY OF QUALIFICATIONS

Ms. Brook has over 24 years of experience in environmental documents and analyses in accordance with local, state, and federal guidelines, including 19 years with Texas projects including roadways, bridge replacements, hike and bike trails, waterlines, and drainage projects. Ms. Brook's technical experience includes performing environmental studies and writing Environmental Assessments (EA) and Categorical Exclusions (CE) to National Environmental Policy Act (NEPA) standards. She has performed over 40 EAs and 140 CEs to NEPA standards and has led QA/QC reviews of several Environmental Impact Assessments (EISs). Ms. Brook has prepared NEPA-compliant environmental documentation for review and approval by various federal agencies such as the Federal Emergency Management Agency (FEMA), U.S. Army Corps of Engineers (USACE), U.S. Department of Agriculture (USDA), U.S. Department of Housing and Urban Development (HUD), and U.S. Environmental Protection Agency (EPA), and state agencies such as the Texas Department of Transportation (TxDOT), Texas General Land Office (GLO), and Texas Water Development Board (TWDB); many of the larger TxDOT projects required Federal Highway Administration (FHWA) review and approval. She has also performed environmental documentation services for local agencies such as cities, counties, and utility districts. Her technical experience includes biological resource surveys, wetland delineations, USACE Section 404 and Section 10 permitting, community impacts analysis (including environmental justice evaluations), hazardous materials analyses, and indirect and cumulative impact (ICI) analyses. Her duties as Senior Associate at Berg♦Oliver Associates, Inc. have included serving as Project Manager for various TxDOT Evergreen contracts (District and Statewide), as well as performing the aforementioned technical surveys/investigations and leading all public involvement activities.

EXPERIENCE

Texas General Land Office (GLO), 40 Work Orders for Various CEs/EAs - Fort Bend, Galveston, Harris, Houston, Montgomery, and Shelby Counties, TX: Under the HUD Community Development Block Grant (CDBG) Disaster Recovery Program, Ms. Brook is the overall Project Manager (PM) for various NEPA CEs and EAs conducted throughout southeast Texas. Resources and issues evaluated and assessed during CE/EA (ERR) preparation included hazardous materials, floodplains, wetlands, threatened and endangered species, vegetation/habitat, socioeconomics and environmental justice, community services, cultural resources, air quality, and noise. BOA has conducted substantial project management and agency coordination (e.g., THC, TCEQ, EPA, Tribes, GLO (for Coastal Zone Management)). Public involvement for these projects included preparation of legal public notices and 8-Step Processes addressing floodplain and/or wetland impacts, if applicable.

The Arbor at Wayforest, The Arbor at Wayforest, L.P. and Harris County Community Services Department (HCCSD), Harris County, TX: Project Manager for the preparation of an EA ERR for the development of a 192-unit multi-family apartment community north of the City of Houston under Harris County's Affordable Rental Housing Program (ARHP) funded by HUD's CDBG DR Program. AUGF certification was issued in June of 2020.

Flood and Drainage Facilities Project, Simonton, Fort Bend County, TX: Ms. Brook is the PM for an EA under HUD's CDBG DR Program for proposed drainage infrastructure improvements to address area drainage system needs resulting from the 2016 Floods and Storms and Hurricane Harvey. City proposes reconstruction of over 42,000 linear feet of roadside open ditches along various street segments and installation of canal gates at 12 selected outfall locations to facilitate proper storm water conveyance and reduce the impact of future flooding. Issuance of AUGF certification is anticipated December 2020.

Street Drainage and Flood Mitigation Project, Pasadena, Harris County, TX: Ms. Brook was the supervising PM for a NEPA-compliant EA under FEMA's HMGP for proposed flooding mitigation for the City of Pasadena, particularly for flood-prone areas located outside of the floodplains in low to moderate income neighborhoods. The City proposed to lower the elevations, by 1-2 feet, of approximately 100 local streets, or segments thereof, throughout the city limits, with the goal of enhancing the drainage properties of the streets and effectively transforming the streets into drainage channels during significant rainfall and/or flooding events. The scope of work included the following: data collection, agency coordination (including TPWD for Chapter 26 impacts), biological and natural resource impact assessment, review of hydrological elements, wetland delineation, USACE permit determination and avoidance, review of socioeconomic and environmental justice elements, hazardous waste impacts assessment, and cultural resources (archeological and historical) assessment, public involvement, as well as EA preparation and agency coordination. The EA is currently being revised per comments by FEMA. A FONSI was issued September 2020

Port of Port Arthur Proposed Berth 6 Expansion, Jefferson County, TX: Ms. Brook was the PM for a NEPA-compliant EA under U.S. DOT's 2018 Better Utilizing Investments to Leverage Development (BUILD) Program for the 1,000-foot extension of Berth 5 to create Berth 6. The purpose is to add ship loading/unloading and cargo handling/storage capacity at the Port, eliminate ship congestion both on the Sabine Neches Waterway and at Berths 4/5, and to expand trade in liquid and solid bulk fuels between regional producers and expanding national and international markets. Activities conducted included preparation of the EA document; agency coordination, assessment for state and federally listed T&E species and their habitat, air quality assessment (with air emissions calculations), Limited Phase I environmental site assessment for hazardous materials, cumulative impacts analysis, and management of the cultural resources sub-consultant. A FONSI was issued by the DOT Maritime Administartion (MARAD) in January of 2020.

Rio Brazos Water Plant Infrastructure Improvements, Rio Brazos, Fort Bend County, TX: Ms. Brook was the PM for preparation of a NEPA-compliant EA under a USDA Rural Development, Rural Utilities Service's (RD/RUS) Loan Program for proposed construction of a secondary water well, ground storage tank, and hydro-pneumatic tank, as back up for the primary structures already in place, as well as the relocation of the booster pumps, mechanical piping, and the motor control center from the existing control building to an elevated platform 8 feet above the base flood elevation that would be constructed at the existing Water Plant #1 facility. Drainage improvements would include regrading or widening of the existing drainage swales, as well as possible replacement of existing drainage culverts. The scope of work included data collection, biological and natural resource impact assessment, review of hydrological elements, wetland delineation, USACE verification, socioeconomic and EJ evaluation, Phase I ESA, and cultural resources assessment (via subconsultant), as well as EA preparation and agency coordination (e.g., TPWD, Tribes, USACE, THC). EA approval (FONSI) by USDA was issued in January of 2020.

Town Creek Drainage Improvements, Walker County, TX: Ms. Brook was the supervising PM for a NEPA-compliant EA under FEMA's Hazard Mitigation Grant Program (HMGP) for proposed channelization improvements within Town Creek for the City of Huntsville. The purposes of the proposed project were to stabilize the slope and underground structures to prevent erosion and subsidence, and to prevent flooding in downtown Huntsville during heavy rainfall events. The scope of work included the following: data collection, agency coordination, biological and natural resource impact assessment, review of hydrological elements, wetland delineation, USACE Individual Permit, review of socioeconomic and environmental justice elements, hazardous waste impacts assessment, and cultural resources (archeological and historical) assessment, as well as EA preparation and agency coordination. A FONSI was issued by FEMA in May of 2015.

FM 646 Proposed Drainage Improvements (IH 45 to SH 6), Dannenbaum Engineering Corporation obo Galveston County Engineers Office), Houston District, Galveston County: PM for two (2) CEs for proposed drainage improvements associated with the widening of FM 646 from IH 45 to SH 6. Project activities included socioeconomic/EJ evaluation, wetland delineation, threatened and endangered species assessment and agency coordination, hazardous materials assessment, and coordination of the historic structures and archeological investigations, as well as preparation of the CE documents. In addition, Ms. Brook was responsible for obtaining Texas GLO miscellaneous easements and two Section 404 NWP 14 permits. Projects were cleared by TxDOT in 2008/2009.

BENJAMIN PRICE, PG

ENVIRONMENTAL SUPPORT (HAZARDOUS MATERIALS EXPERT)

EDUCATION

1991, Master of Science, Geology Texas A&M University
1981, Bachelor of Science, Geology, Florida Atlantic University

PROFESSIONAL LICENSE/AFFILIATIONS

Professional Geoscientist (TX #3423)
Registered Environmental Manager (REM #10916)
TxDOT: Certification No. 6550; Pre-certified in 2.3.1, 2.4.1, 2.6.1, and 2.13.1

SUMMARY OF QUALIFICATIONS

Mr. Price, a Professional Geoscientist, has over 30 years of experience in both business and technical aspects of the environmental industry. Utilizing his extensive background in geological and biological disciplines, he has developed expertise in environmental regulations, property assessments, hazardous waste testing and evaluation, wetland evaluation, endangered species audits, health and safety issues, and silviculture activities. Mr. Price specializes in site investigations relating to hazardous material and petroleum product contamination. His experience with the petroleum industry and contaminated site remediation allows him to effectively consult on cost efficient solutions to environmental impairment concerns.

EXPERIENCE

Paving and Utility Replacement, AECOM on behalf of TXGLO, Galveston County, TX: Project Manager for a Phase I and II Assessment for the CDBG Disaster Recovery Market Street project in Galveston. Project consisted of approximately 1.38 miles of existing ROW along Market Street. Mr. Price's duties included performance of a Phase I ESA to identify potential recognized environmental conditions (RECs) with potential to affect the proposed project, performance of a Phase II ESA to assess soil and groundwater conditions within the project area, and completion of Phase I and Phase II ESA reports at the completion of field activities. Mr. Price also obtained necessary permits from the City of Galveston prior to conducting the Phase II ESA.

Paving and Utility Replacement, Binkley & Barfield on behalf of TXGLO, Galveston County, TX: Project Manager for Phase I and II Assessment for the CDBG Disaster Recovery Avenue S, 51st Street, Saladia, and Sealy Avenue project in Galveston. Project consisted of existing ROW along four roadways. Mr. Price's duties included conducting Phase I ESA to identify potential RECs with potential to affect the proposed project, performance of a Phase II ESA to assess soil and groundwater conditions within the project area, and completion of Phase I and Phase II ESA reports at the completion of field activities. Mr. Price also obtained necessary permits from the City of Galveston prior to conducting the Phase II ESA.

City of Houston - Multiple Drainage and Paving Improvements, and Waterline Replacement Projects: Mr. Price has managed and/or prepared over sixty (60) Phase I and Phase II ESAs on behalf of the city of Houston. ESA activities have included: new roads, road reconstruction, road and utility reconstruction, waterlines, sanitary sewer lines, storm sewer lines and hike and bike trails.

HCFCD On-Call Services, Harris County, TX: Mr. Price managed and/or prepared Phase I ESAs for new property acquisitions located around the greater Houston area, totaling approximately 500-acres. Additional services provided included sediment sampling for chemical of concern for channel de-silting and maintenance projects (totaling approximately 188,349 LF), as well as oil/gas well lowering, plug, and abandon event within a basin. A total of fifty-one (51) locations were assessed from 2009 to 2012.

Gulf Coast Rail District - West Belt, Harris County, TX: Project Supervisor for Phase I ESA to determine RECs with potential to adversely affect the proposed project and Limited Phase II ESA to determine impacts to soils and or groundwater within project area and assess potential hindrances related to construction worker exposure, soil and/or groundwater disposal, and liability exposure related to right of way acquisition. Detailed assessment activities and recommendations on managing impacted media during construction into report.

Chimney Rock Extension to McHard Road, Fort Bend County, Texas: Professional Geologist who utilized Phase 2 ESA data to assess potential risks to workers during construction activities and to insure proper disposition of excavated soils. No exposure risks found, but excess chloride concentrations affected wetland within right of way. Prepared Voluntary Cleanup Program application and agreement to coordinate soil removal with Railroad Commission of Texas.

Medistar - Hotel and Apartment Tower - Travis Street, Harris, Texas: Professional Geologist who utilized Phase 2

data to determine suitability of soils affected by former UST to remain or be re-used on-site, to assess potential construction worker exposure during construction of underground parking, and to insure proper disposition of affected soils. Established Tier 2 site-specific soil PCLs for select metals. Assessed confirmation analytical data after excavation.

Pearland Manvel Dump Site, Brazoria County District Attorney: Project Manager responsible for the Phase I Environmental Site Assessment and Phase II Testing. The project involved identifying portions of the site containing hazardous and radioactive liquids within the dumpsite. Groundwater monitoring and testing was conducted to evaluate potential off-site transport of contaminants. Groundwater flow directions were determined for purposes of site closure. Recommendations to the PRP were made for future remediation goals to obtain state closure.

Farias Ranch, Maverick County, Texas: Conducted environmental site assessment at 100,000 acres ranch. The project involved performing Phase II Testing to identify potential impact. Discovered arsenic impacted soil at 3 historical cattle dipping vats. Remediation of soils at each location was performed an APAR was submitted to the TCEQ and state closure was obtained.

Grand Parkway Segments F1, F2, G1, and G2 (Highway 290 to I-H 45): Project manager and preparer of Phase I, Phase II, and Phase III ESAs for private and governmental entities. Mr. Price conducted and managed a team of environmental scientists which performed over 150 Initial Site Assessments for TxDOT under extreme time constraints. Select properties were further investigated via Phase I ESA's and ultimately Phase II soil testing.

Grand Mission Boulevard – Radio Detection Survey and Pipeline Removal, Fort Bend County, Texas: Project Supervisor to locate an inactive petroleum pipeline through the use of radio detection survey equipment. Activities included the excavation, hot tap, cut, removal, capping and disposal of the surface and subsurface pipe and associated flange. No indication of historic leaks or spills were observed in soil removed surrounding the pipe and no product was observed in the pipe.

Grand Vista Subdivision – Oil and Gas Well Lowering, Fort Bend County, Texas: Project Supervisor to lower a plugged and abandoned oil and gas well drilled in the 1950's. Soil around the well was excavated to 12 feet. A hot tap was performed to bleed potential gases. The well casing was cut at 11 feet below ground surface. A concrete plug was placed on the top of well and a metal cap welded on the casing.

Waterhaven - Farmington Road. Humble, Texas: Project Supervisor for the Phase II and Phase III Investigations for the removal of approximately 800 lineal feet of abandoned Sunco pipeline in a residential development and to carry out conformation sampling after completion of pipeline removal. A portion of the subdivision was discovered to be hydrocarbon affected from an area originating from beneath the out-of-use 6-inch and 8-inch crude oil warranting further excavation.

KEITH MORGAN

ENVIRONMENTAL SUPPORT (WETLAND ASSESSMENTS & PERMITTING)

EDUCATION

2004, Bachelor of Science, Agronomy, Texas A&M University

TRAINING COURSES COMPLETED

Wetland Delineation Course (Wetland Training Institute)
Advanced Hydric Soils (Wetland Training Institute)
TxDOT Stormwater Pollution Prevention Planning
TxDOT Stormwater Erosion & Sediment Control
Remote Pilot (FAA)

CERTIFICATIONS/AFFILITIONS

Texas Department of Transportation Certification No. 28168
TxDOT pre-certified in 2.3.1, 2.3.2, 2.4.1, 2.4.2

SUMMARY OF QUALIFICATIONS

Mr. Keith Morgan is a Project Manager with over 16 years of experience with a diverse background in natural resource assessment, specializing in wetland delineations, wetland permitting, and the creation and mitigation of wetlands. Mr. Morgan has extensive experience with Section 404 of the Clean Water Act permitting including both Nationwide Permits and Individual Permits. Mr. Morgan has experience with running several aquatic resource function models including, but not limited to, the interim Riverine Forested Hydrogeomorphic Model, the interim Riverine Scrub-shrub/Herbaceous Hydrogeomorphic Model, the Texas Rapid Assessment Model (TX RAM), and the U.S. Army Corps of Engineers (USACE) Galveston District Stream Assessment Tool (Level I and II). Mr. Morgan also has worked closely with the Interagency Review Team in developing wetland mitigation banks within the USACE Galveston District. The superlative experience Mr. Morgan has acquired over the years has enabled him to take on the current role of being responsible for various project areas that are under development by Berg♦Oliver Associates, Inc.

EXPERIENCE

Town Creek, Channel Repair and Modification, City of Huntsville, Huntsville, Walker County, TX: Project manager for the Individual Permit application with the USACE. Duties included conducting a wetland delineation of the ordinary high water mark of Town Creek, preparation and submittal of the USACE Individual Permit application, conducting a Level I Stream Assessment on Town Creek, and preparation of a Compensatory Mitigation Plan to compensate for the impacts to Town Creek in accordance with the Level I Stream Tool. Demonstrated the proposed project improvements will produce no drop of in reach condition index and provide onsite mitigation of the stream and to demonstrate the proposed post-condition of the stream.

Port of Port Arthur, Berth 5 and Berth 6 USACE Individual Permit Modification, Jefferson County, TX: Project manager for the preparation and submittal of a USACE Individual Permit modification for the Berth 5 project to include the expansion of port facilities for the construction of the Berth 6 project. His responsibilities included the preparation and submittal of the permit modification request to the USACE Galveston District, coordinating the permit review process with USACE Galveston District, and responding to comments received from the Public Notice.

Sabine Pass Port Authority, Nationwide Permit for 35 and 16 Maintenance Dredging, Jefferson County, TX: Project Manager responsible for preparation and submittal of a Nationwide Permit 35 for Maintenance Dredging of Existing Marinas and Nationwide Permit 16 for Effluent Discharge from Upland Disposal Area. In connection with the Nationwide Permits, he was responsible for obtaining the permit allowing the client to dredge an existing marina and ship dock facility and to dispose of spoil material within an upland disposal site. He coordinated with the USACE Galveston for Nationwide Permit 35 and the USACE Galveston District and the Texas Commission on Environmental Quality (TCEQ) for the approval of the Nationwide Permit 16 related to the discharge of the effluent from the dredge spoil material.

Sabine Pass Port Authority, Port Facility Improvements USACE Individual Permit Modification, Jefferson County, TX: Project manager responsible for the preparation and submittal of USACE Individual Permit modification for the construction of new port facilities including the extension of an existing ship dock, construction of new ship dock, construction a new bulkhead, and the construction of mooring dolphins. His responsibilities included conducting a wetland delineation according to the 1987 USACE Wetland Delineation Manual and the Atlantic and Gulf Coastal Plains Regional Supplement to delineate the Section 10 and Section 404 limits for the proposed bulkhead, the coordination of an Archaeology Pedestrian Survey, and the preparation, coordination, and submittal of the permit modification request to the USACE Galveston District.

Harris County Flood Control, Creek Widening and Stormwater Detention Project - M124 (12,600 LF/392 acres), Harris County, TX: Managed the preparation of the USACE Galveston District Level II Stream Tool data collection to support the development of a proposed large, regional detention basin system and widening of creeks along HCFCD Channel M124, in northwest Harris County, Texas. The Level II Stream Assessment involved electrofishing, analyzing stream physical properties, and benthic invertebrate sampling. Mr. Morgan oversaw the report preparation, coordination with Harris County Flood Control District, and TPWD Scientific Collection Permit application. The BOA team has also completed the Phase I and II ESAs and is currently providing surface water sampling and monitoring services for the District.

Buffalo Bayou, Buffalo Bayou Hurricane Harvey Repairs – Houston Parks Board, Harris County, TX: Project Manager for the permit application of USACE Nationwide Permit 45 for the repair of Buffalo Bayou resulting from Hurricane Harvey. Other duties performed included a wetland delineation of the ordinary high water mark, and threatened and endangered species survey.

Halls Bayou, Brock Park, Houston Parks Board, Harris County, TX: Project Manager who supervised permit application of USACE Nationwide Permit 33 for the pedestrian bridge over Halls Bayou. Other duties conducted were a restoration plan, jurisdictional determination and archeological pedestrian survey.

Lake Lewisville, USACE Flowage Easement Violation Resolution – Hillwood Communities, Denton County, TX: Project Manager for the resolution of violation of a USACE managed Flowage Easement into Lake Lewisville in Denton County, Texas. Duties included conducting a Wetland Delineation of the tract to determine the impacts of an impoundment of tributary to Lake Lewisville, preparation and submittal of Work Plan and Permit through the USACE Lake Lewisville Office and the USACE Real Estate Division, preparation and submittal of a Restoration Plan to the USACE Fort Worth District based on TXRAM, coordination of and oversight of the on-site restoration work, and continued monitoring of the restored stream.

Sabine Pass Port Authority, Wetland Delineation, Jefferson County, TX: Project manager for conducting a wetland delineation according to the 1987 USACE Wetland Delineation Manual and the Atlantic and Gulf Coastal Plains Regional Supplement on a eight (8) acre tract of land owned by the client. His responsibilities included overseeing the field work and reviewing the data and report.

Energy Transfer Partners, Wetland Delineation and Nationwide Permit 12, Jefferson County, TX: Project Manager responsible for conducting a wetland delineation according to the 1987 USACE Wetland Delineation Manual and the Atlantic and Gulf Coastal Plains Regional Supplement for proposed pipeline and the preparation and submittal of a Nationwide Permit 12 for Utility Lines. His responsibilities included overseeing the field work for the wetland delineation, reviewing the data and report, the preparation and submittal of the Nationwide Permit 12, and coordinating the approval of the Nationwide Permit 12 with the USACE Galveston District for temporary impacts associated with the construction of the proposed pipeline.

LJA Engineering, Wetland Delineation, Jefferson County, TX: Project manager for conducting a wetland delineation according to the 1987 USACE Wetland Delineation Manual and the Atlantic and Gulf Coastal Plains Regional Supplement on a proposed tank farm and pipeline project. His responsibilities included overseeing the field work and reviewing the data and report.

Tolunay-Wong Engineers, Inc.



PATRICK KENNEY, P.E.
SENIOR VICE PRESIDENT AND SENIOR GEOTECHNICAL ENGINEER

ROLE IN THIS CONTRACT: Geotechnical Team Lead

SPECIALIZATION

Mr. Kenney has over 30 years of experience in geotechnical and civil engineering project management, design and consulting. He has experience in business management including business planning, budgeting, labor and expense management and control. He has technical and managerial responsibility for onshore and nearshore marine projects for commercial, municipal, power and oil and gas/energy sectors. Mr. Kenney's expertise includes geotechnical analyses and design of shallow and deep foundation systems, earthen embankments, retaining walls, sheet pile systems, lateral support of deep excavations, ground improvement systems, heavy haul roads, rail facilities, laydown yards and pavement systems. Experience also includes deep foundations testing and development of pile testing programs including WEAP analysis, static load testing, dynamic testing with PDA, pile integrity testing. Experience also includes preparation of project plans and specifications, administration of bidding documents, and construction oversight.

PROFESSIONAL HISTORY

Tolunay-Wong Engineers, Inc., Beaumont, Texas, 2009 - Present
ENGlobal Engineering, Inc., Beaumont, Texas, 2006 – 2009
Stork Southwestern Laboratories, Inc., Beaumont, Texas, 2000 – 2006
Harrison and Associates, Monroe, Louisiana, 1997 – 2000
Professional Service Industries, Inc., New Orleans, Louisiana/Beaumont Texas, 1988-1997

EDUCATION, REGISTRATIONS AND CERTIFICATIONS

BS in Civil Engineering, Louisiana Tech University, Ruston, Louisiana, 1988
Professional Engineer, State of Texas (No. 87994)
Professional Engineer, State of Louisiana (No. 25669)

TXDOT PRECERTIFICATION

Employee Sequence No. 30768
Categories: 14.1.1, 14.2.1, 14.3.1, 14.4.1, 14.5.1

REPRESENTATIVE EXPERIENCE

Old Highway 90 Widening and Overpass Installation – Orange County, TX

Geotechnical Engineer of Record. The project consists of constructing a new access road between Old Highway 90 and the existing Port of Beaumont entrance road in Orange County, Texas. The new access roadway included a bridge structure (overpass) over the existing KCS railroad. The bridge was approximately 1,200-ft long including the approach embankments. The roadway along the north embankment was constructed over an undeveloped area consisting of heavy brush and marsh and contained jurisdictional wetlands. The roadbed and bridge approach embankments were sloped to grade. The bridge structure was supported on straight-sided drilled shafts and consisted of precast prestressed concrete beam spanning between bridge bents.

7th Avenue Bridge Evaluation - Jefferson County, TX

Geotechnical Engineer of Record. This project consisted of analysis of an existing concrete bridge structure to determine the load carrying capacity of the structure. Plans for the structure included transporting a 900-ton vessel across the bridge to the Motiva Refinery as part of a refinery expansion project. Performed a geotechnical investigation and evaluated the existing bridge foundation capacity and provided geotechnical information for use by the structural engineer needed to analyze the existing bridge structure, and to reinforce the existing structure and foundation system to accommodate the loads to be applied by the vessel transport.

Interstate-10 Bridge over Cow Bayou- Jefferson County, Texas
Geotechnical Engineer of Record. This project consisted of replacement of an existing Interstate-10 concrete bridge structure over Cow Bayou. The bridge structure was supported on driven precast concrete piles. Performed geotechnical studies for the project as well as geotechnical engineering design and prepared geotechnical reports which included bridge foundation recommendations including axial and lateral capacity of driven pile foundations and pile groups, settlement analyses, and foundation installation monitoring and testing programs. The bridge replacement was part of a larger IH 10 reconstruction project.

Fort Bend Westpark Tollway Project (Sections 5 & 6) - Fort Bend County, TX
Geotechnical Engineer of Record. This project included approximately 2 miles of new 4-lane highway with associated 2-lane service roads on either side constructed of Portland cement concrete pavement. The project included 3 separate concrete bridge structures including a bridge over Long Point Creek, a drainage canal and an overpass over an existing 4-lane highway. The bridge structures were supported on straight-sided drilled shafts ranging in size from 36-inches to 54-inches in diameter and installed to depths of up to 80-feet. As lead geotechnical engineer for this project, Mr. Kenney performed a geotechnical investigation for the project as well as geotechnical engineering design and prepared a comprehensive report which included bridge foundation recommendations including axial and lateral capacity of drilled shaft foundations and shaft groups, settlement analyses, and foundation installation monitoring and testing programs. Also included in the scope of the geotechnical investigation were design and construction of both elevated and non-elevated roadway embankments, detailed settlement analyses and embankment slope stability. Mr. Kenney evaluated subgrade support and performed concrete pavement designs. The project included mechanically stabilized earth retaining walls with heights of up to 20 feet. Mr. Kenney performed external stability analyses of the MSE walls including bearing capacity, sliding, overturning, rotational stability and settlement. All geotechnical work was performed in accordance with the Texas Department of Transportation (TxDOT) Geotechnical Manual, Design Guides and Standard Specifications as required.

State Highway 99 – Grand Parkway Interchange at FM 1464 - Fort Bend County, TX
Geotechnical Engineer of Record. This project consisted of the construction of a new interchange of State Highway 99 at FM 1464. The project included new bridge (overpass) structures elevated embankments, Portland cement concrete pavements and MSE retaining walls. The bridge structures were supported on straight-sided drilled shafts ranging in size from 36-inches to 60-inches in diameter and installed to depths of up to 100-feet. As lead geotechnical engineer for this project, Mr. Kenney performed a geotechnical investigation for the project as well as geotechnical engineering design and prepared a comprehensive report which included bridge foundation recommendations including axial and lateral capacity of drilled shaft foundations and shaft groups, settlement analyses, and foundation installation monitoring and testing programs. Also included in the scope of the geotechnical investigation were design and construction of both elevated and non-elevated roadway embankments, detailed settlement analyses and embankment slope stability. Mr. Kenney evaluated subgrade support and performed concrete pavement designs. Mr. Kenney performed external stability analyses of the MSE walls including bearing capacity, sliding, overturning, rotational stability and settlement. All geotechnical work was performed in accordance with the Texas Department of Transportation (TxDOT) Geotechnical Manual, Design Guides and Standard Specifications as required.

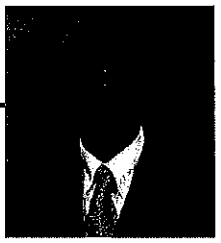
Port Arthur Canal Improvements, Dishman Road to Phelan Boulevard - Jefferson County, TX
Lower Neches Valley Authority (LNVA) c/o Schaumburg and Polk, Inc.

Geotechnical Engineer of Record. The project consisted of improvements to the Port Arthur Canal (PAC) operated by Lower Neches Valley Authority (LNVA). The canal segment to be improved was located parallel to Keith Road between Dishman Road and the Union Pacific Railroad tracks just south of Phelan Boulevard in Jefferson County, Texas. The canal was about 15-ft deep. Progressive shallow slope failures and distresses at localized sections along the PAC were observed when grass and shrubs were removed from the canal slope which was part of beatification project for the Gulf Terrace Hike and Bike Trail. Gulf Terrace Hike and Bike Trail was a 3.6-mile moderately trafficked loop trail which runs parallel to the PAC along its east bank.

As Geotechnical Engineer of Record, assessed the existing site conditions, planned and supervised subsurface investigation and soils laboratory testing, developed engineering recommendations and reports. Performed slope stability analyses of the canal slope cross sections and evaluated factors of safety against stability. Provided recommendations for suitable slope repair options.

Resume Page 42

Tolunay-Wong Engineers, Inc.



JAIDEEP CHATTERJEE, PHD, PE, D.GE
SENIOR GEOTECHNICAL MANAGER

ROLE IN THIS CONTRACT: Geotechnical Support

SPECIALIZATION

Dr. Chatterjee has about 14 years of experience in geotechnical and civil engineering design and consulting practice. His professional experience encompasses a broad range of heavy industrial onshore and near shore projects and medium to large residential and commercial developments in the Gulf Coast Region of Texas and Louisiana as well as in the Permian Basin Region. Representative project experience includes large scale geotechnical studies for new LNG and natural gas facilities, chemical manufacturing plants, crude oil refineries and large vessel ports and liquid, bulk and LNG/LPG terminals, directional drilling, hurricane and flood protection, slope stabilization, disaster recovery and bridge/transportation projects. His significant prior experience includes geotechnical design of numerous New Orleans hurricane and flood protection projects undertaken by the U.S. Army Corps of Engineers post Hurricane Katrina.

PROFESSIONAL HISTORY

Tolunay-Wong Engineers, Inc., Houston, TX, August 2013 – Present
Geosyntec Consultants, Houston, TX, December 2012 – August 2013
Burns Cooley Dennis, Inc., Ridgeland, MS, February. 2007 – December 2012
Jackson State University, Jackson, MS, January 2009 – December 2012
State University of New York at Buffalo, Buffalo, NY, 2002 – 2007
Development Consultants Ltd, India, 1997 – 2000

EDUCATION

PhD, Civil (Geotechnical) Engineering, State University of New York (SUNY) at Buffalo, 2007
MS, Civil (Geotechnical) Engineering, State University of New York (SUNY) at Buffalo, 2002
BS, Civil Engineering, Jadavpur University, Calcutta, India, 1997

PROFESSIONAL LICENSES AND CREDENTIALS

Professional Engineer – Texas (111154), Louisiana (36547), Oklahoma (30245), Mississippi (19982)
Diplomate, Geotechnical Engineering (DGE), Academy of Geo-Professionals (AGP), ASCE
Board Certified Geotechnical Engineer - American Society of Civil Engineers (ASCE)
Pre-Certified in All Geotechnical Services Categories - Texas Department of Transportation (TxDOT)
Transportation Worker Identification Credential (TWIC) Card – Transportation Security Administration
Eight (8) Hours Environmental Health and Safety Training Certificate

TXDOT PRECERTIFICATION

Employee Sequence No. 30782
Categories: 14.1.1, 14.2.1, 14.3.1, 14.4.1, 14.5.1

REPRESENTATIVE PROJECTS

Port of Beaumont South End Overpass / Carroll Street Bridge Project – Jefferson County, TX
Port of Beaumont C/o AIA Engineers

Geotechnical Engineer of Record. The project consisted of the design and construction of the South End Overpass within the Port of Beaumont in Jefferson County, Texas. The new bridge structure was approximately 1,562-ft long and the overall roadway was approximately 2,445-ft long. The proposed bridge structure was supported on drilled cast-in-place concrete shafts. The bridge approach embankments were surrounded entirely by mechanically stabilized earth (MSE) retaining walls. Roadways on both ends consisted of asphaltic concrete pavement.

As Senior Geotechnical Manager and Lead, planned and supervised subsurface investigation and soils laboratory testing per TxDOT methods, supervised the geotechnical project team performing engineering analyses, developed recommendations, submittals and reports, signed and sealed boring logs, engineering calculations and geotechnical submittals. Performed and reviewed engineering design calculations per TxDOT Geotechnical Manual and Procedures. Engineering scope included drilled shaft

capacity analysis using Wincore), MSE Wall design and analysis using MSEW, embankment slope stability using Geo-Slope and flexible pavement design for the roadways using WinPAS following AASHTO pavement design methods. Provided engineering support during construction.

Virginia Avenue Overpass - MLK Parkway – ExxonMobil BLADE Project - Jefferson County, TX
ExxonMobil Corporation C/o Jacobs

Geotechnical Engineer of Record. The project consisted of the design and construction of the Virginia Avenue Overpass at Martin Luther King Jr. (MLK) Parkway in Beaumont, Texas. The U-Turn overpass consisted of a single lane bridge which will be used to alleviate construction traffic congestion from the ExxonMobil Corporation (XOM) Beaumont Light Atmospheric Diesel Expansion (BLADE) Project at the nearby Olin Road intersection with MLK Parkway. The overpass included drilled shaft foundations, retaining wall and embankment modifications and at-grade roadway tie-ins.

As Senior Geotechnical Manager and Lead, planned and supervised subsurface investigation and soils laboratory testing per TxDOT methods, supervised the geotechnical project team performing engineering analyses, developed recommendations, submittals and reports. Performed and reviewed engineering design calculations per TxDOT Geotechnical Manual and Procedures. Engineering scope included drilled shaft capacity analysis using Wincore), MSE Wall design and analysis using MSEW, embankment slope stability using Geo-Slope, embankment settlement studies and rigid pavement design for the roadway following AASHTO pavement design methods. Developed recommendations for construction on soft grounds and at-grade roadway tie-ins.

Port Arthur Canal Improvements, Dishman Road to Phelan Boulevard - Jefferson County, TX
Lower Neches Valley Authority (LNVA) c/o Schaumburg and Polk, Inc.

Senior Geotechnical Engineer. The project consisted of improvements to the Port Arthur Canal (PAC) operated by Lower Neches Valley Authority (LNVA). The canal segment to be improved was located parallel to Keith Road between Dishman Road and the Union Pacific Railroad tracks just south of Phelan Boulevard in Jefferson County, Texas. The canal was about 15-ft deep. Progressive shallow slope failures and distresses at localized sections along the PAC were observed when grass and shrubs were removed from the canal slope which was part of beatification project for the Gulf Terrace Hike and Bike Trail, a 3.6-mile moderately trafficked loop trail which runs parallel to the PAC along its east bank.

As Senior Geotechnical Engineer, assessed the existing site conditions, planned and supervised subsurface investigation and soils laboratory testing, developed engineering recommendations and reports. Performed slope stability analyses of the canal slope cross sections and evaluated factors of safety against stability. Provided recommendations for suitable slope repair options.

LNVA Canal Crossing Replacements – Port Neches, Jefferson County, TX
Lower Neches Valley Authority (LNVA) c/o LJA Engineering, Inc.

Senior Geotechnical Engineer. The project consisted of replacing the existing culvert structures with bridges at the Lower Neches Valley Authority (LNVA) canal crossings from 2nd through 12th Street (excluding 4th and 8th St.) in Port Neches, Texas. Drilled shafts were being considered for bridge foundation design. The sheet piles were installed for the vertical headwalls at the edge of the canal in front of the bridge abutments

As Senior Geotechnical Engineer, assessed the existing site conditions, planned and supervised subsurface investigation and soils laboratory testing, developed engineering recommendations and reports. Developed and performed design recommendations for deep foundation systems, permanent sheet pile retaining wall including short-term and long-term and rapid drawdown global and rotational stability evaluations. Provided geotechnical construction recommendations during construction.

Shoreline Scour Rehabilitation Project – Hurricane Harvey Disaster Recovery – Beaumont, Texas
Port of Beaumont c/o Lanier & Associates, Inc.

Geotechnical Engineer of Record. For selection of options between reconstructed slope with armor option at the bank of the Neches River or the installation of a new anchored bulkhead at the Port of Beaumont. Significant bank scour occurred as a result of recent flooding events in the area after hurricane Harvey. The area was ~600-ft-long overall and extended from an existing port bulkhead to the City of Beaumont Riverfront Park.

Tolunay-Wong Engineers, Inc.



FOUAD HAMMOUD, P.E.
VICE PRESIDENT AND SENIOR GEOTECHNICAL ENGINEER

ROLE IN THIS CONTRACT: Geotechnical Support

SPECIALIZATION

Mr. Hammoud has served as the project manager for numerous geotechnical investigations involving roadway and bridge designs for the City of Houston, Harris County, and Fort Bend County. Roadway design activities have included evaluations of existing pavements, as well as new flexible and rigid pavement sections. Bridge projects included mainly multi-lane roadway bridges and overpasses, which ranged in length from 120 to 265 ft. He has conducted geotechnical investigations for low to high rise structures, liquefied natural gas (LNG) terminals, impoundment dikes, flood protection structures, bulkheads, utility plants and utility lines, planned community infrastructures, communication and power transmission towers, canals and cut slopes. His experience also includes the supervision of both field and laboratory geotechnical and construction materials testing. His responsibilities have included recommendations for foundation types and bearing capacities for different foundation types/depths, estimate foundation settlements, designing geotechnical investigation programs, determining a laboratory-testing program on selected geotechnical samples to define geotechnical properties for different soil strata.

PROFESSIONAL HISTORY

Tolunay-Wong Engineers, Inc., Houston, Texas, 2001-Present
Terra-Mar, Inc., Houston, Texas, 1998-2001
HTS, Inc., Houston, Texas, 1985-1998

EDUCATION, REGISTRATIONS AND CERTIFICATIONS

MSCE, University of Iowa, 1984
BSCE, University of Iowa, 1982
Professional Engineer, Texas (#66792)

TXDOT PRECERTIFICATION

Employee Sequence No. 4682
Categories: 14.1.1, 14.2.1, 14.3.1, 14.4.1

AFFILIATIONS

American Society of Civil Engineers (ASCE)
Deep Foundation Institute (DFI)

REPRESENTATIVE PROJECTS

SH 249, Segments 1 and 2, Design Build Project, Montgomery/Grimes County, TX
Parsons/William Brothers
Geotechnical Engineer of Record. Seg 1 is 4 lanes included 30 bridges. Seg 2 is 2 Lane and included 17 bridges. Bridges consist of overpasses at intersections and grade crossings MSE Retaining walls associated with some of the bridges were from 15 to 35 ft high. Embankment heights associated with some of the bridges were from 15 to 35 ft high. TWE to perform PDA testing to measure piles ultimate capacity where pile driving refusal occurred. Pile/drilled shaft foundations were designed with negative skin friction consideration which included downdrag (pile head movement) and drag force. TWE performed a detailed evaluation of the in-situ subgrade and cement stabilized fill which included dynamic cone penetrometer (DCP) testing and lightweight deflectometer (LWD).

Grand Parkway, Segment D, Fort Bend County Toll Road Authority, Houston, TX
Brown and Gay Engineers
Geotechnical Engineer of Record. Conducted a geotechnical evaluation for the construction of three overpass bridge structures and associated mechanically stabilized earth (MSE) retaining walls, light poles and unmanned toll booth structures crossing Westpark Toll Road, Bellaire Boulevard, and future Peek Road.

Resume Page 45

DFW Connector – SH114 Temp Wall, Grapevine, TX
Kiewit Construction, LP
Geotechnical Engineer of Record for Temporary Structures. Conducted global stability analysis services for soil nail wall excavation. Delivered designs and peer reviews of more than 100 soil nail walls or MSE walls, which were constructed to create new lanes and divert traffic to allow the construction of super structures. Provided design recommendations regarding these structures.

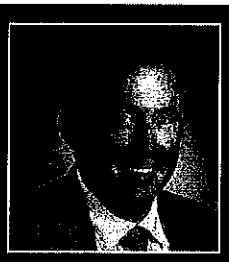
Brays Bayou Channel Improvements Segment 101, Houston, TX
Harris County Flood Control District (HCFCD)
2.7 Miles Channel Including 3 Bridges
Geotechnical Engineer of Record. Senior Project Manager managed the in-situ and laboratory soil testing for the channel improvements from the confluence of Brays Bayou with the Houston Ship Channel to 2.7 miles upstream of the Ship Channel. The channel improvements generally consisted of widening and re-grading the existing channel above approximate elevation 0. The projects included, in addition to the slope stability analyses of the regarded slope, the replacement or extension of three bridges crossing the bayou and the construction of a retaining walls.

North Eldridge Parkway West Bridge, Harris County, TX
HCPID Engineering Division, C/o WCCM Engineering Company
Expansion Over Cypress Creek
Geotechnical Engineer of Record. The proposed west bridge expansion will have two-lanes, six spans and is about 450-ft long. Abutments will support the principal structure loads of the proposed bridge structure and five interior bents founded on precast prestressed concrete piles. The embankments at each abutment of the existing bridge and proposed west bridge expansion are concrete lined. The embankment slope appeared to be 2.0 Horizontal: 1 Vertical (2H:1V). We also understand that the existing east bridge is supported on 16-in. square precast-prestressed concrete piles at the abutments and the five interior bents.

State Hwy 96 from 0.232 Miles West of IH45 South to 0.327 Miles East of IH45 South, League City, TX
TxDOT, C/o Klotz Associates
Geotechnical Engineer of Record. The project consisted of constructing embankments and bridge overpass along State Highway 96 from 0.232 miles west of Interstate Highway 45 South (IH45 S) to 0.327 miles east of IH45 S in League City, Texas. The project included 380-ft long, 126-ft wide, bridge, 25-ft high vertical retaining walls, and up to 25-ft high embankments. TWE provided geotechnical engineering services for the design/sizing of drilled shafts and driven piles foundation of the six-lane overpass bridge, recommended/designed the retaining walls foundations and global stability, provided soil improvement recommendations to support the embankments, settlement analysis of the embankments, and storm sewer, box culvert, and roadway pavement recommendations.

FM 1764 Overpass at Willow Street Extension, Galveston County, TX
TxDOT, C/o Klotz Associates
Geotechnical Engineer of Record. The project consisted of constructing embankments and bridge overpass along FM 1764 from ¼ mile east and to ¼ west of the proposed Willow Street Extension in Galveston County, Texas. The project included 320-ft long bridge, 25-ft high vertical retaining walls, and up to 25-ft high embankments. TWE provided geotechnical engineering services for the design/sizing of drilled shafts and driven piles foundation of the six-lane overpass bridge, recommended/designed the retaining walls foundations and global stability, provided soil improvement recommendations to support the embankments, settlement analysis of the embankments, and storm sewer and roadway pavement recommendations.

Galveston Causeway Bridge Replacement, Galveston, TX
TxDOT
Geotechnical Engineer of Record. The project consisted of re-constructing 2.3 mile, eight-lane bridge in Galveston, Texas. The project included retaining wall, and 25-ft high embankment. TWEI provided geotechnical engineering services for the design/sizing of drilled shafts and driven piles foundation of the eight-lane bridge and recommended/designed a stone column foundation system to speed up the settlement process, within the construction time frame, and to increase the bearing capacity of the very soft soils to support the retaining wall and embankment.



BS, Civil Technology/ Construction Management, University of Houston

TxDOT LGPP Certified

Keith Fredrickson, LGPP

Construction Phase Services Task Leader

Mr. Fredrickson has 254 years of construction management experience, specializing in civil construction projects. His experience includes all aspects of project construction, staffing, scheduling, supply and material management, subcontractor coordination, safety and quality control, budget preparation, cost and revenue reporting, and forecasting. Mr. Fredrickson has performed grade calculations, survey crew supervision, as-built drawing preparation, quantity take-offs, traffic control plans, soil analysis, formwork design, contract development, ROW acquisition, utility relocation coordination, and design plans and specifications in addition to reviewing projects to ensure resource allocation requirements. *Relevant project experienced includes:*

FM 1409 Extension, FM 565: Chambers County, TX. Construction Manager for the 6-mile extension of FM 1409 from FM 565 in Old Rivera. Winfree, south across IH 10 and ending on FM 565 west of Cove. The project consists of a 2-lane roadway with shoulders and open ditches, a 2-lane bridge across IH 10, and off-site drainage features. Dannenbaum is managing the entire team effort, including schematics, surveying, geotechnical engineering, environmental assessment, roadway, interchange, and bridge design, traffic signals and illumination, on- and off-site storm water drainage features, traffic control plans, SW3P, bidding, construction materials testing, inspection, and construction management.

South Belt Storm Water Detention Basin: Unincorporated Harris County, TX. Construction Phase Services/Construction Engineer for 174.7-acre site surrounded to the south and west by recent residential development. Dannenbaum is providing limited construction phase services for the construction of the detention basin, which provides approximately 1,500 acre-feet volume. The basin will also reduce water levels on A 100-00-00 and be used as mitigation for downstream selective clearing work on A 100-00-00 to further reduce flood levels.

Kirby Drive Extension, from FM 518 to CR 59: Pearland, TX. Construction Manager for Dannenbaum, as EOR, providing complete design and construction management services to expand Kirby from a 2-lane throughway to a 4-lane divided major thoroughfare for a distance of 0.8 miles. Project components involved complete roadway design, surveying, drainage design, utility relocations, sidewalks, and fiber optic conduit design. Dannenbaum was responsible for providing horizontal and vertical geometry, concrete and asphalt pavement design, typical sections, cross sections, intersection grading, pavement markings and traffic control staging. Roadway includes sidewalks, pedestrian ramps and elements to facilitate pedestrian access along the corridor. Dannenbaum provided a full complement of services from preliminary design to final 100% PS&E design.

FM 646, from FM 1764 to South of FM 517: League City, TX. Construction Manager responsible for construction of the widening of non-freeway facility from 2- to 5-lane, for a total of 3.5 miles. Involved grading, embankment, drainage, structures, storm water detention, lime treated subgrade, cement treated base, signing and pavement markings, SW3P, and continuously reinforced concrete paving. Required daily monitoring and reporting of construction activities, assisting the PM with compiling monthly and final estimates, and producing accurate as-built drawings of the projects.

FM 646 North Construction Management: League City, TX. Construction Manager responsible for reconstruction of FM 646, from FM 517 to IH 45 in League City, which is partly in Galveston County. Reconstruction efforts consisted of changing a 2-lane asphaltic concrete roadway to a 4-lane concrete boulevard. Two bridges were reconstructed; five traffic signals with illumination, a storm water system, storm water detention ponds, and sidewalks were constructed; and water and sanitary lines were relocated.

DANNENBAUM ENGINEERING 75th ANNIVERSARY
EXCELLENCE SINCE 1945



TxDOT Sponsored Continuing Education: Construction/ Maintenance Inspection and Maintenance; Bridge Construction Inspection; Work Zone Traffic Control; Risk Management - TORT Liability; Underground Electrical Installation; Roadway Illumination; Site Manager Inspection

Nelson Christensen

Construction Phase Services Support

Mr. Christensen has over 48 years of experience in construction management and construction phase services including construction engineering and inspection, including 23 years with TxDOT and 17 years in private construction. He has extensive experience managing all elements of complex highway construction projects, including surveying, inspection, geotechnical, traffic control, conflict resolution, change orders, and plan revisions. Mr. Christensen's qualifications include successfully managing several highway constructions teams for the State of Texas. He served as bridge inspector for $87M construction contracts involving two projects for the Sam Houston Tollway East, Sections 3 and 4 in Harris County. *Relevant project experienced includes:*

South Belt Stormwater Detention Basin (Phase 1), Unincorporated Harris County, TX. Construction Representative/Construction Inspector responsible for construction quality assurance for this project to reduce peak flows on Clear Creek and mitigate potential impacts of the Clear Creek Federal Project, which includes future channel modifications on Mud Gully and Turkey Creek. Also included was the preparation of the project development report, incorporation of environmental features into the basin bottom design. The project required daily monitoring and reporting of construction activities, compiling monthly and final estimates, and producing accurate as-built drawings.

FM 646 North and South, League City (Galveston County), TX. Senior Construction/Bridge Inspector for both FM 646 North (FM 517 to IH 45) and FM 646 South (FM 517 to FM 1764). The facilities involved grading, embankment, drainage, structures, storm water detention, lime-treated subgrade, cement-treated base, signing and pavement markings, storm water pollution prevention plan (SW3P), and continuously reinforced concrete pavement for approximately 1.9 miles (north) and 3.5 miles (south). Requirements included daily monitoring and reporting of construction activities, compiling monthly and final estimates, and producing accurate as-built drawings.

Wharf No. 1 Reconstruction at Barbours Cut Terminal (Port of Houston), Houston, TX. Senior Construction Inspector responsible for oversight of the construction and inspection of a36-inch land side drill shafts, 48-inch wharf side drill shafts, and 60-inch high mast lighting and foundation drill shafts in conjunction with reconstruction of Wharf No. 1 at Barbours Cut Terminal at the Port of Houston. Mr. Christensen also worked in coordination with Port inspectors during the construction of the rehabilitation and repair of 36-inch wharf drill shafts, the wharf extension, concrete paving, and electrical ductbank installation.

Sam Houston Tollway East, Harris County, TX. Senior Construction/Bridge Inspector for 14 miles of a freeway toll facility involving grading, embankment, drainage, structures, storm water detention, retaining walls, lime treated subgrade, cement treated base, signing and pavement markings, SW3P, and continuously reinforced concrete paving. The project required daily monitoring and reporting of construction activities, compiling monthly and final estimates, and producing accurate as-built drawings. Construction activities required inspection for a 24-hour-a-day/7-day-a-week/year-round schedule. The facility was divided into two projects which were part of the 7-project Sam Houston Tollway East corridor for which Dannenbaum also served as the general engineering consultant.

SH 225/SH 146 Interchange, Harris County, TX. Senior Construction Inspector for a $40M freeway interchange at SH 225 and SH 146 in Harris County, requiring the construction of several direct connectors to and from the Fred Hartman Bridge over the Houston Ship Channel, as well as lime, base, paving, retaining walls, storm sewer and associated storm water pump station. During this project, an adjacent project was undertaken to remove the Baytown Tunnel from the Houston Ship Channel. Mr. Christensen assisted the construction project manager in monitoring the project and coordinating operations between the two projects.

4. Licensing and Insurance

Licensing

Licensing to Conduct Business in the State of Texas and Jefferson County (Proof of Texas State Franchise Account Status)

Proof of licensing to conduct business in Texas and Jefferson are attached, beginning on the next page.
https://mycpa.cpa.state.tx.us/coa/coaSearchBtn#

11/4/2020 Franchise Search Results

Dannenbaum Engineering Corporation
TX Tax ID #17415546443
TX SOS File #0023000100
Franchise Tax Account Status
As of: 11/04/2020 11:12:51

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

DANNENBAUM ENGINEERING CORPORATION	
Texas Taxpayer Number	17416546443
Mailing Address	3100 W ALABAMA ST HOUSTON, TX 77098-2004
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	12/01/1966
Texas SOS File Number	0023000100
Registered Agent Name	MICHEL S MAKSOUD
Registered Office Street Address	3100 W. ALABAMA ST HOUSTON, TX 77098

11/5/2020 Franchise Search Results

Berg-Oliver Associates
TX Tax ID #17603717608
TX SOS File #0123254200
Franchise Tax Account Status
As of: 11/05/2020 08:25:26

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

BERG - OLIVER ASSOCIATES, INC.	
Texas Taxpayer Number	17603717609
Mailing Address	2929 BRIARPARK DR STE 600 HOUSTON, TX 77042-3768
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	05/29/1992
Texas SOS File Number	0123254200
Registered Agent Name	SUSAN D. ALFORD
Registered Office Street Address	14701 ST. MARY'S LN, SUITE 400 HOUSTON, TX 77079

11/4/2020 Franchise Search Results

LJA Engineering, Inc.
TX Tax ID #17605403280
TX SOS File #0144911300
Franchise Tax Account Status
As of: 11/04/2020 11:17:29

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

LJA ENGINEERING, INC.	
Texas Taxpayer Number	17606403280
Mailing Address	3600 W SAM HOUSTON PKWY S # 600 HOUSTON, TX 77042-5096
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	06/13/1997
Texas SOS File Number	0144911300
Registered Agent Name	BLUMBERGEXCELSIOR CORPORATE SERVICES, INC.
Registered Office Street Address	725 DECKER PRAIRIE DRIVE AUSTIN, TX 78748

11/11/2020 Franchise Search Results

LJA Surveying, Inc.
TX Tax ID #32065497474
TX SOS File #0802866461
Franchise Tax Account Status
As of: 11/11/2020 14:50:32

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

LJA SURVEYING, INC.	
Texas Taxpayer Number	32065497474
Mailing Address	3600 W SAM HOUSTON PKWY S HOUSTON, TX 77042-5096
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	11/22/2017
Texas SOS File Number	0802866461
Registered Agent Name	JEREMY D RUSSELL
Registered Office Street Address	3600 W SAM HOUSTON PKWY S, SUITE 175 HOUSTON, TX 77042

11/4/2020 Franchise Search Results

Tolunay-Wong Engineers, Inc.
TX Tax ID #17604093025
TX SOS File #0128007300

Franchise Tax Account Status
As of: 11/04/2020 11:33:05

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State.

TOLUNAY-WONG ENGINEERS, INC.	
Texas Taxpayer Number	17604093025
Mailing Address	10710 S SAM HOUSTON PKWY W STE 100 HOUSTON, TX 77031-3060
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	08/06/1993
Texas SOS File Number	0128007300
Registered Agent Name	DANIEL WONG
Registered Office Street Address	10710 S. SAM HOUSTON PARKWAY W, SUITE 100 HOUSTON, TX 77031

Projeplan Engineering Services
TX Tax ID #18217946930
DUNS #117056760

9/2020 CMBL/HUB Vendor Detail

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1821794693000 / 508913
Vendor Name	PROJEPLAN ENGINEERING SERVICES
Vendor Address	6606 TARA CREEK CT SUGAR LAND, TX 77479 USA
County	FORT BEND
Contact	Ada Lewis
Phone/Fax	323-332-8702 /
Email Address	projeplann@gmail.com
Website	
Business Description	Project Management
Business Category	Other Services Including Legal Services (06)
Small Business	

FIRM REGISTRATIONS (Professional Regulation Licenses)

Dannenbaum Engineering Corporation
PRIME – TBPE No. F-392
(exp. 6/30/2021)

Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

DANNENBAUM ENGINEERING CORPORATION

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number F-392 — Expiration Date 6/30/2021

Berg-Oliver Associates, Inc.
Environmental Phase II Testing – TCEQ LPST Corrective Action Specialist No. CS0000018
(exp. 3/16/2023)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

BERG-OLIVER ASSOCIATES INC

has fulfilled the requirements in accordance with the laws of the State of Texas for

LPST CORRECTIVE ACTION SPECIALIST

Berg-Oliver Associates, Inc.
TBPG Geoscience Firm – TBPG No. 50366
(exp. 6/20/2021)

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS

P.O. Box 13225 • Austin, Texas 78711 • (512) 936-4100 • fax (512) 936-4109
Website: www.tbpg.state.tx.us

July 7, 2020

BERG-OLIVER ASSOCIATES INC
ATTN: ALEXANDRA MATHIS
14701 ST MARY'S LN #400
HOUSTON, TX 77079

Regarding your Geoscience Firm Registration, #50366:

Your firm's application to the Texas Board of Professional Geoscientists as a Registered Geoscience Firm has been approved. Enclosed is your wallet registration card with the current expiration date. Also included is an additional registration card that may be kept with the wall registration certificate. Please note that the wall certificate may not be valid proof of registration unless the current registration card is accompanying it. You will receive updated cards upon each annual renewal.

Please note that you exercise reasonable care to prevent potential violations of the Texas Geoscience Practice Act and Board rules as found on the TBPG website, and be aware of your obligations to protect health, safety, and welfare in the State of Texas. For additional information, please visit our website at www.tbpg.state.tx.us or call 512-936-4400.

On behalf of the TBPG Licensing Staff, thank you!

Rene David Truan
Executive Director
Texas Board of Professional Geoscientists

BERG-OLIVER ASSOCIATES INC
Geoscience Firm
Registration #50366
Expires June 30, 2021

In accordance with the provisions of the Texas Geoscience Practice Act, the Texas Board of Professional Geoscientists hereby certifies that the above named entity has been approved as a Registered Geoscience Firm.

[redacted]
Becky L. Johnson, PG, TBPG Chairman

BERG-OLIVER ASSOCIATES INC
Geoscience Firm
Registration #50366
Expires June 30, 2021

In accordance with the provisions of the Texas Geoscience Practice Act, the Texas Board of Professional Geoscientists hereby certifies that the above named entity has been approved as a Registered Geoscience Firm.

[redacted]
Becky L. Johnson, PG, TBPG Chairman

LJA Engineering, Inc.
Civil (H&H) Firm – TBPE No. F-1386
(exp. 9/30/2021)

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

LJA ENGINEERING, INC.

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number	Expiration Date
F-1386	09/30/2021

LJA Engineering, Inc.
Survey Firm – TBPLS No. 10194382
(since 2018)

Texas Board of Professional Land Surveying
LICENSED SURVEYING FIRM

Let it be known that

LJA SURVEYING, INC

located at

SUITE 175
2929 BRIARPARK DR
HOUSTON, TX 77042

is qualified to offer land surveying services in the State of Texas under the laws governing land surveying.

Chair — Executive Director

Registration Date:	Registration Number:
January 09, 2018	10194382

Firm registration expires annually at close of business December 31

Please affix the annually issued Pocket Card, showing the correct expiration date for this license, in the space below, per Board rule.

Tolunay-Wong Engineers, Inc.
TBPG Geoscience Firm – TBPG No. 50268
(since April 2009)

Texas Board of Professional Geoscientists
Certificate of GEOSCIENCE FIRM Registration
It Is Hereby Acknowledged That

TOLUNAY-WONG ENGINEERS INC

Has fulfilled the requirements of the State of Texas to offer and perform geoscience services in the State of Texas as follows:

Firm Registration No. 50268

In witness whereof I have hereunto set my hand and affixed the seal of the Board, this 16TH day of APRIL, 2009.

Y. Lynn Clark, P.G., Chairman

Tolunay-Wong Engineers, Inc.
MBE, SBE, HUB

Texas Historically Underutilized Business (HUB) Certificate

Certification/VID Number:	1280409302800
Vendor Number:	96320
Approval Date:	14-NOV-2019
Scheduled Expiration Date:	30-NOV-2020

In accordance with the Memorandum of Agreement between the
HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL & AFFILIATES
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

TOLUNAY-WONG ENGINEERS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 14-DEC-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers, or authorized signatures) provided in the submission of this business application for registration/certification with the HUB/DBE's program, you must immediately (within 30 days of such changes) notify the HUB/DBE program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certifications may be suspended or revoked upon findings of ineligibility. If you have chosen to remain certified in the HUB/DBE's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certification Number identified above. Agencies, universities and prime contractors are encouraged to verify this company's HUB certification prior to issuing a notice of award by accessing the Internet (http://www.cpa.state.tx.us/procurement/progserv/hub/hubmain.html) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Business & Contact Information	
BUSINESS NAME	Tolunay-Wong Engineers, Inc.
OWNER	Mr. Daniel Wong
ADDRESS	10710 South Sam Houston Parkway West, Suite #100 Houston, TX 77031
PHONE	713-783-3366
FAX	713-772-0310
EMAIL	twe-houston@twelnc.com
WEBSITE	http://www.twelnc.com
COUNTY	Harris (TX)

Certification Information	
CERTIFYING AGENCY	Texas Department of Transportation
CERTIFICATION TYPE	SBE - Small Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Engineering

South Central Texas Regional Certification Agency

"Increasing economic prosperity by creating opportunities and eliminating barriers"
www.sctrca.org

July 9, 2019

Daniel Wong
Tolunay-Wong Engineers, Inc
10710 South Sam Houston Parkway West, Suite #100
Houston, TX 77031

Dear Daniel Wong:

We are pleased to inform you that your application for certification in our Small, Minority, Women and Veteran Business Enterprise (SMWBV) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

*AABE MBE

Certification Number: 219076470
Certification Expiration: July 31, 2020

Providing the following products or services:
NAICS 541330: ENGINEERING SERVICES
NAICS 541360: GEOPHYSICAL MAPPING SERVICES
NAICS 541350: GEOPHYSICAL SURVEYING SERVICES
NAICS 541380: ELECTRONIC TESTING LABORATORIES OR SERVICES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

On the one year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder sixty (60) days prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is July 31, 2020.

Please notify this office within thirty (30) days of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,
Executive Director

3200 Cherry Ridge Dr., Building B, Suite #210 San Antonio TX 78230 — Phone: (210) 227-1RCA (1722)

Projeplan Engineering Services

Section 3 Business Concern, M/WBE, SBE, HUB

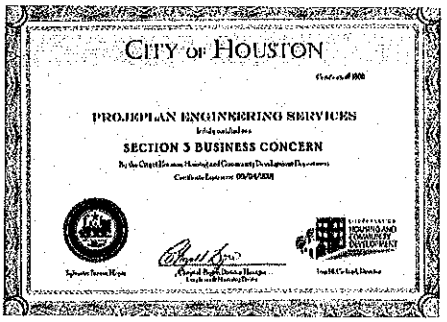
CMBL/HUB Vendor Detail

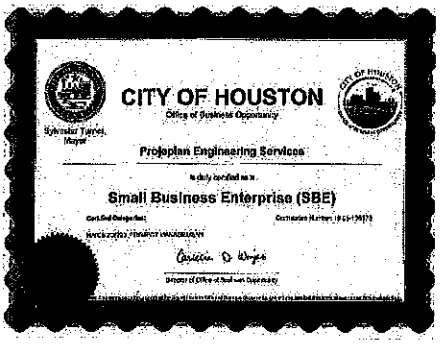
Vendor ID / Vendor Number	1821794693000 / 506913
Vendor Name	PROJEPLAN ENGINEERING SERVICES
Vendor Address	6606 TARA CREEK CT SUGAR LAND, TX 77479 USA
county	FORT BEND
Contact	Ada Lewis
Phone/Fax	323-332-8702 /
Email Address	projeplann@gmail.com
Website	
Business Description	Project Management
Business Category	Other Services Including Legal Services (06)
Small Business	
Service Disabled Veteran	No
CMBL Status	Inactive (N -Not on CMBL)
HUB Status	Active Bidder (A-Approved; Active Texas certified HUB)
HUB Expires	31-MAY-2021
HUB Eligibility	BL (Black American)

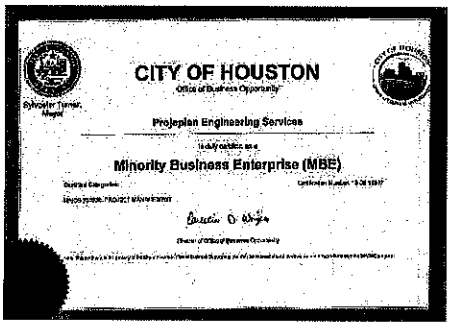
CMBL/HUB Vendor Detail

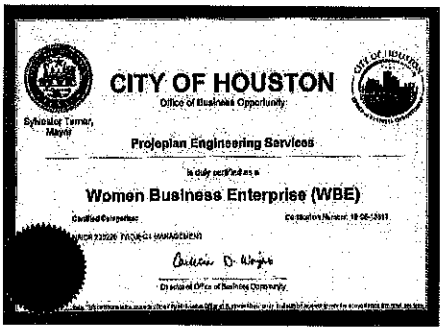
HUB Gender	F

Commodity items shown above are available for district(s)









Proof of Firm TXDOT Qualification (Other Registrations)

TxDOT firm precertification status reports reporting the categories of work each firm is qualified to perform for TxDOT, begin on the next page.

FIRM PRE-CERTIFICATION STATUS REPORT AS OF OCTOBER 26, 2020 PAGE 1

FIRM NAME: DANNENBAUM ENGINEERING CORPORATION

FIRM SEQUENCE NUMBER: 00000229

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
1.1.1	10/26/1998	Policy Planning
1.2.1	10/26/1998	Systems Planning
1.3.1	10/26/1998	Subarea/Corridor Planning
1.4.1	10/26/1998	Land Planning/Engineering
1.5.1	8/26/1997	Feasibility Studies
1.8.1	7/1/2020	Public Involvement
2.3.1	1/29/1999	Wetland Delineation
2.5.1	7/31/1997	Geological Assessment for Edwards Aquifer Recharge Zone
2.12.1	6/9/1998	Socio-Economic And Environmental Justice Analyses
3.2.1	5/26/2016	Route Studies & Schematic Design
4.2.1	5/26/2016	Roadway Design
4.4.1	3/26/2001	Freeway Interchanges
4.5.1	8/10/2018	Constructability Review
4.6.1	6/26/2020	3-D Design Visualization Services
5.2.1	3/21/2018	Bridge Design
5.3.1	8/21/1997	Multi-Level Interchange Design
5.5.1	9/11/2019	Bridge & Non-Bridge Class Culvert and Inlet Design
6.1.1	7/21/2015	Routine Bridge Inspection Team Leader
6.2.1	7/21/2015	Complex Bridge Inspection Team Leader
7.1.1	8/7/1997	Traffic Engineering Studies
7.3.1	8/7/1997	Traffic Signal Timing
7.4.1	11/26/1997	Traffic Control Systems Analysis, Design And Implementation
7.5.1	9/12/2016	Intelligent Transportation Systems
8.1.1	8/22/2000	Signing, Pavement Marking, And Channelization
8.2.1	9/20/2013	Illumination
8.3.1	8/7/1997	Signalization
8.4.1	9/12/2016	ITS Control Systems Analysis, Design & Implementation
8.6.1	1/23/2018	Rail-Highway Design
9.1.1	10/22/1998	Bicycle And Pedestrian Facility Development

FIRM NAME: DANNENBAUM ENGINEERING CORPORATION

FIRM SEQUENCE NUMBER: 00000229

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
10.1.1	8/23/2001	Hydrologic Studies
10.2.1	8/23/2001	Roadway Hydraulic Design
10.3.1	9/16/1997	Bridge Hydraulic Design
10.4.1	7/13/1998	Storm Water Pump Station-Hydraulic Design
10.4.3	12/11/2015	Pump Stations-Structures
10.5.1	7/29/1999	Bridge Scour Evaluations And Analysis
11.1.1	4/17/2001	Roadway Construction Management And Inspection
11.2.1	7/18/2011	Bridge Construction Management And Inspection
11.4.1	5/13/2020	Environmental Inspections
11.6.1	4/27/2020	Construction Schedule Support-General
14.1.1	9/11/1997	Soil Exploration
14.3.1	4/10/2001	Transportation Foundation Studies
14.4.1	9/12/1997	Building Foundation Studies
15.1.1	5/30/2000	Right of Way Surveys
15.2.1	4/17/2001	Design Survey
15.2.2	10/22/2014	Construction Survey
15.3.5	10/22/2014	Horizontal and Vertical Control
17.1.1	7/29/2018	Structural Engineering
18.3.1	7/27/2018	Utility Adjustment Coordination
18.4.1	7/27/2018	Utility Engineering
18.5.1	7/27/2018	Utility Construction Management and Verification
18.6.1	7/27/2018	Utility Management & Coordination Oversight

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 5, 2020

PAGE 1

<<FIRM REPORT>>

FIRM NAME: BERG - OLIVER ASSOCIATES, INC.

FIRM SEQUENCE NUMBER: 00000887

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
1.4.1	6/8/1999	Land Planning/Engineering
1.6.1	6/8/1999	Major Investment Studies
1.8.1	8/28/2018	Public Involvement
2.1.1	2/27/2004	Traffic Noise Analysis
2.2.1	3/12/2004	Air Quality Analysis
2.3.1	5/25/1999	Wetland Delineation
2.3.2	1/11/2019	Conditional/Functional Assessment
2.4.1	5/25/1999	Nationwide Permit
2.4.2	5/25/1999	Clean Water Act Sec. 404 Permits
2.4.3	6/23/1999	U.S. Coast G. & U.S. Army Corps of Engr. Permits
2.5.1	5/25/1999	Geological Assessment for Edwards Aquifer Recharge Zone
2.6.2	6/2/1999	Impact Evaluation Assessments
2.6.4	2/12/2019	Biological Evaluations/Assessments
2.12.1	8/23/2018	Socio-Economic And Environmental Justice Analyses
2.13.1	5/25/1999	Hazardous Materials Initial Site Assessment
2.14.1	6/17/1999	Environmental Document Preparation

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 5, 2020

PAGE 2

<<FIRM REPORT>>

FIRM NAME: BERG - OLIVER ASSOCIATES, INC.

FIRM SEQUENCE NUMBER: 00000887

PRECERTIFICATION CATEGORIES - DENIED

CATEGORY OF WORK	CATEGORY OF WORK DESCRIPTION
******** NO DENIED WORK CATEGORY CODES FOUND. ********	

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 5, 2020

PAGE 3

FIRM PRE-CERTIFICATION STATUS REPORT AS OF OCTOBER 27, 2020

PAGE 1

<<FIRM REPORT>>

FIRM NAME: LJA ENGINEERING, INC.

FIRM SEQUENCE NUMBER: 00000263

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
1.1.1	9/12/1997	Policy Planning
1.2.1	4/9/2014	Systems Planning
1.3.1	9/12/1997	Subarea/Corridor Planning
1.4.1	6/22/2000	Land Planning/Engineering
1.5.1	8/26/2002	Feasibility Studies
1.6.1	8/5/1997	Major Investment Studies
1.7.1	12/4/2018	Traffic Demand Modeling
1.8.1	7/23/2018	Public Involvement
2.1.1	2/14/2005	Traffic Noise Analysis
2.2.1	9/19/2014	Air Quality Analysis
2.3.1	4/11/2005	Wetland Delineation
2.4.1	2/20/2003	Nationwide Permit
2.4.2	8/30/2012	Clean Water Act Sec. 404 Permits
2.4.3	12/10/2008	U.S. Coast G. & U.S. Army Corps of Engr. Permits
2.5.1	6/10/2009	Geological Assessment for Edwards Aquifer Recharge Zone
2.6.2	3/13/2005	Impact Evaluation Assessments
2.7.1	4/28/2005	Sec. 4(F)/6(F) Evaluations
2.12.1	4/10/2012	Socio-Economic And Environmental Justice Analyses
2.13.1	7/2/2003	Hazardous Materials Initial Site Assessment
2.14.1	4/10/2012	Environmental Document Preparation
3.2.1	4/9/2012	Route Studies & Schematic Design
4.2.1	5/7/2003	Roadway Design
4.4.1	9/16/1997	Freeway Interchanges
4.5.1	5/29/2018	Constructability Review

FIRM PRE-CERTIFICATION STATUS REPORT AS OF OCTOBER 27, 2020

PAGE 2

<<FIRM REPORT>>

FIRM NAME: LJA ENGINEERING, INC.

FIRM SEQUENCE NUMBER: 00000263

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
4.6.1	5/10/2018	3-D Design Visualization Services

5.2.1	8/27/1998	Bridge Design
5.3.1	8/27/1998	Multi-Level Interchange Design
5.5.1	5/23/2018	Bridge & Non-Bridge Class Culvert and Inlet Design
6.1.1	6/20/2000	Routine Bridge Inspection Team Leader
6.2.1	7/16/1997	Complex Bridge Inspection Team Leader
7.1.1	9/10/1998	Traffic Engineering Studies
7.3.1	7/14/2009	Traffic Signal Timing
7.4.1	8/18/2010	Traffic Control Systems Analysis, Design And Implementation
7.5.1	8/18/2010	Intelligent Transportation Systems
8.1.1	6/22/2000	Signing, Pavement Marking, And Channelization
8.2.1	6/28/2013	Illumination
8.3.1	9/10/1998	Signalization
8.4.1	9/25/2013	ITS Control Systems Analysis, Design & Implementation
8.6.1	3/13/2017	Rail-Highway Design
9.1.1	8/27/2002	Bicycle And Pedestrian Facility Development
10.1.1	9/17/1997	Hydrologic Studies
10.2.1	6/28/2000	Roadway Hydraulic Design
10.3.1	9/17/1997	Bridge Hydraulic Design

<<FIRM REPORT>>

FIRM NAME: LJA ENGINEERING, INC.

FIRM SEQUENCE NUMBER: 00000263

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
10.4.1	9/17/1997	Storm Water Pump Station-Hydraulic Design
10.4.2	2/21/2017	Pump Stations-Electrical
10.4.3	5/15/2003	Pump Stations-Structures
10.5.1	9/17/1997	Bridge Scour Evaluations And Analysis
10.6.1	12/12/2018	Coastal Hydraulic Design
10.7.1	8/16/2018	Riverine Hydraulic Design
10.8.1	11/19/2018	FEMA Regulations and Permits
11.1.1	6/22/2000	Roadway Construction Management And Inspection
11.2.1	9/8/2014	Bridge Construction Management And Inspection
11.3.1	8/24/2018	Construction Superintendent
11.4.1	5/18/2018	Environmental Inspections
11.6.1	11/12/2018	Construction Schedule Support-General
11.7.1	5/30/2018	Construct. Schedule Support-Sched of Roadway Design
12.1.2	4/17/2012	Portland Cement Concrete
12.1.3	8/9/2018	Materials Engineering
12.1.4	7/12/2018	Asphaltic Concrete Placement
12.1.5	10/12/2018	Portland Cement Concrete Placement
12.1.6	7/12/2018	Embankment/Subgrade/Backfill/Base Production
12.1.7	2/19/2020	Embankment/Subgrade/Backfill/Base Placement

PAGE 4

<<FIRM REPORT>>

FIRM NAME: LJA ENGINEERING, INC.

FIRM SEQUENCE NUMBER: 00000263

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
12.2.1	9/30/1997	Plant Inspection And Testing
14.1.1	6/4/2012	Soil Exploration
14.2.1	6/4/2012	Geotechnical Testing
14.3.1	8/29/1997	Transportation Foundation Studies
15.1.1	9/18/1997	Right of Way Surveys
15.2.1	9/18/1997	Design Survey
15.2.2	9/1/1999	Construction Survey
15.3.5	9/1/1999	Horizontal and Vertical Control
16.3.1	10/24/2018	Landscape Architecture
17.1.1	7/25/2019	Structural Engineering
18.2.1	1/7/2004	Subsurface Utility Engineering
18.3.1	5/21/2018	Utility Adjustment Coordination
18.4.1	5/21/2018	Utility Engineering
18.5.1	8/3/2018	Utility Construction Management and Verification
18.6.1	8/3/2018	Utility Management & Coordination Oversight

FIRM PRE-CERTIFICATION STATUS REPORT AS OF OCTOBER 27, 2020

PAGE 5

<<FIRM REPORT>>

FIRM NAME: LJA ENGINEERING, INC.

FIRM SEQUENCE NUMBER: 00000263

PRECERTIFICATION CATEGORIES - DENIED

CATEGORY OF WORK	CATEGORY OF WORK DESCRIPTION
******** NO DENIED WORK CATEGORY CODES FOUND. ********	

FIRM PRE-CERTIFICATION STATUS REPORT AS OF OCTOBER 27, 2020

PAGE 6

<<FIRM REPORT>>

FIRM NAME: LJA ENGINEERING, INC.

FIRM SEQUENCE NUMBER: 00000263

PRECERTIFICATION CATEGORIES - PENDING

CATEGORY OF WORK	CATEGORY OF WORK DESCRIPTION
******** NO PENDING WORK CATEGORY CODES FOUND. ********	

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 6, 2020

PAGE 1

<<FIRM REPORT>>

FIRM NAME: LJA SURVEYING, INC.

FIRM SEQUENCE NUMBER: 00004411

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
6.1.1	4/15/1999	Routine Bridge Inspection Team Leader
15.1.1	4/5/1999	Right of Way Surveys
15.2.1	4/2/1999	Design Survey
15.2.2	5/29/2009	Construction Survey
15.3.1	3/6/2002	Aerial Photogrammetry
15.3.3	3/30/2020	Terrestrial LIDAR
15.3.4	3/30/2020	Mobile and Airborne LiDAR
15.3.5	6/16/2004	Horizontal and Vertical Control
15.5.1	4/12/2016	State Land Surveying
18.2.1	9/30/2011	Subsurface Utility Engineering

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 6, 2020

PAGE 2

<<FIRM REPORT>>

FIRM NAME: LJA SURVEYING, INC.

FIRM SEQUENCE NUMBER: 00004411

PRECERTIFICATION CATEGORIES - DENIED

CATEGORY OF WORK	CATEGORY OF WORK DESCRIPTION
******** NO DENIED WORK CATEGORY CODES FOUND. ********	

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 6, 2020

PAGE 3

<<FIRM REPORT>>

FIRM NAME: LJA SURVEYING, INC.

FIRM SEQUENCE NUMBER: 00004411

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 5, 2020 PAGE 1

<<FIRM REPORT>>

FIRM NAME: TOLUNAY-WONG ENGINEERS, INC.

FIRM SEQUENCE NUMBER: 00000564

PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
1.5.1	7/6/2004	Feasibility Studies
11.1.1	5/14/1999	Roadway Construction Management And Inspection
12.1.1	12/12/2013	Asphaltic Concrete Production
12.1.2	5/24/2019	Portland Cement Concrete
12.1.3	4/3/2020	Materials Engineering
12.1.4	5/17/2019	Asphaltic Concrete Placement
12.1.5	5/15/2019	Portland Cement Concrete Placement
12.1.6	5/13/2019	Embankment/Subgrade/Backfill/Base Production
12.1.7	5/13/2019	Embankment/Subgrade/Backfill/Base Placement
12.2.1	12/19/1997	Plant Inspection And Testing
14.1.1	9/30/1998	Soil Exploration
14.2.1	12/18/1997	Geotechnical Testing
14.3.1	1/12/1998	Transportation Foundation Studies
14.4.1	1/12/1998	Building Foundation Studies
14.5.1	6/10/2020	Evaluation & Design of Geotechnical Related Structures

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 5, 2020 PAGE 2

<<FIRM REPORT>>

FIRM NAME: TOLUNAY-WONG ENGINEERS, INC.

FIRM SEQUENCE NUMBER: 00000564

PRECERTIFICATION CATEGORIES - DENIED

CATEGORY OF WORK	CATEGORY OF WORK DESCRIPTION
******** NO DENIED WORK CATEGORY CODES FOUND. ********	

FIRM PRE-CERTIFICATION STATUS REPORT AS OF NOVEMBER 5, 2020 PAGE 3

<<FIRM REPORT>>

FIRM NAME: TOLUNAY-WONG ENGINEERS, INC.

FIRM SEQUENCE NUMBER: 00000564

PRECERTIFICATION CATEGORIES - PENDING

CATEGORY OF WORK	CATEGORY OF WORK DESCRIPTION
******** NO PENDING WORK CATEGORY CODES FOUND. ********	

Insurance

Professional Liability and Other Insurance

Dannenbaum Engineering maintains general liability/worker's compensation and employers' liability and professional liability/errors and omissions insurance coverage as follows:

- **Worker's compensation and employers' liability** **$1,000,000**
  - Disease (each employee) $1,000,000
  - Disease (policy limit) $1,000,000
- **Commercial general liability** **$2,000,000**
- **Business automobile liability** **$1,000,000**
- **Professional (errors & omissions) liability** ..... **$5,000,000 per claim/aggregate**
- **Excess/umbrella liability** **$10,000,000**

Dannenbaum Engineering's insurance carrier is:
Arthur J. Gallagher Risk Management Services, Inc.
8511 South Sam Houston Parkway East, Suite 200
Houston, Texas 77075
Phone (713) 209-2800, Fax (713) 209-2899

Companies Affording Coverage

- Continental Casualty Company
- Continental Insurance Company
- National Fire Insurance Company of Hartford

A copy of Dannenbaum Engineering's general insurance certificate is provided in the copy of the RFQ section immediately following page 32 of 129.

5. Copy of RFQ and Required Forms

A complete copy of the RFQ packet, with the applicable required forms completed, begins on the next page,

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

October 27, 2020

Request for Statements of Qualification (RFQ 20-051/JW)
Professional Engineering Services for Taylor's Bayou Drainage Improvements -
Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project
for Jefferson County

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 20-051/JW) Professional Engineering Services for Taylor's Bayou Drainage Improvements - Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County. Jefferson County is soliciting statements of qualifications from qualified firms to provide professional engineering services for drainage improvements on Taylor's Bayou located in Jefferson County, Texas. Firms should have past experience with federally funded programs.

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at http://co.jefferson.tx.us/Purchasing

All submittals shall be evaluated by a Selection Committee. The Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, November 25, 2020. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

REQUEST NAME: **Professional Engineering Services for Taylor's Bayou Drainage Improvements - Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County**

REQUEST NO.: **RFQ 20-051/JW**

DUE DATE/TIME: **11:00 am CT, Wednesday, November 25, 2020**

MAIL OR DELIVER TO: **Jefferson County Purchasing Department**
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

We look forward to your active participation in this solicitation.

Sincerely,

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: October 28, 2020 & November 4, 2020

Table of Contents

Table of Contents 1
Section 1: Introduction and Purpose 3
Section 2: Scope of Work 3
Section 3: Statement of Qualifications 6
Section 4: Procedure 7
Section 5: Selection Committee 7
Section 6: Laws and Regulations 7
Section 7: Insurance 8
Section 8: Workers' Compensation Insurance 8
Section 10: Confidential/Proprietary Information 11
Section 11: Terms and Conditions 11
Section 12: Respondent Rating Criteria 13
Section 13: Submission Requirements 13
Evaluation Rating Sheet (SAMPLE) 15
Respondent Information Form 17
Vendor Reference Form (One) 18
Vendor Reference Form (Two) 19
Vendor Reference Form (Three) 20
(SAMPLE) Contract Document 21
Proof of System for Award Management (SAM) Registration (INSERT HERE PAGE) 31
Certificate of Insurance (INSERT HERE PAGE) 32
FORM 1295 (Texas Ethics Commission Requirement) (SAMPLE) 33
Offer to Contract Form 34
Acceptance of Offer Form 35
Signature Page 36
House Bill 89 Verification 37
Senate Bill 252 Certification 38
Jefferson County Section 3 Policy 39
Equal Opportunity Guidelines for Construction Contractors 40
Section 3 Utilization Plan and Statement of Compliance 41
Section 3 Business Concern Self-Certification Form 47
GLO Compliance Package/GLO Information Security Appendix 48
GLO Compliance Package/GLO Contractor Proposal Certification 50
GLO Compliance Package/GLO Certification of Offeror – Civil Rights and Regulations 51

Table of Contents (Continued)

Conflict of Interest Questionnaire 53
Certification Regarding Lobbying 55
Disclosure of Lobbying Activities 56
Local Government Officer Conflict Disclosure Statement Forms (OFFICE USE ONLY) 58
Federal Labor Standards Provisions 59
Title 29: Labor 64
Contractor Certications 69
Non-Collusion Affidavit 72
Certificate from Subcontractor/Supervision of Payment 73
Section 3 Complaint Register 74
Good Faith Effort Determination Checklist 84
Notice of Intent 85
HUB Subcontracting Participation Declaration Form 86
Residence Certification/Tax Form 90
Required Federal Contract Provisions 91
Respondent's Affidavit 129

Response Submissions:

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

Section 1. Introduction and Purpose:

Hurricane Harvey overwhelmed the drainage system of Jefferson County, Texas (County). Heavy rainfall caused flooding of homes and streets. The narrow width of Taylor's Bayou prevented stormwater from flowing effectively. This inundated the drainage system and threatened public health, safety, and welfare.

In response to the identified needs for drainage improvements for Taylor's Bayou, Jefferson County has applied for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). One of the planned projects with this potential funding is to conduct drainage Infrastructure improvements to facilitate proper stormwater conveyance and reduce the impact of future flooding.

Should these grant funds be secured from the GLO, the County will seek to contract with a qualified and competent Engineering Firm for services that will encompass all-project related engineering services to the County for drainage improvements at Taylor's Bayou to **Widen the width of Taylor's Bayou and Replace of the Highway 124 bridge.** Contracted firm shall complete all associated appurtenances.

The following outlines this request for qualifications.

Section 2. Scope of Work:

The proposed project is a drainage improvement project located in an unincorporated area of Jefferson County, Texas; eight miles southwest of Beaumont.

The project will involve increasing the width of Taylor's Bayou for 500 feet. The widening will extend from 250 feet upstream from Hwy-124 to 250 feet downstream from Hwy-124. The Bayou width currently averages 100 feet through this stretch and will be increased to 220 feet wide. The widening will be accomplished by excavating material from the northeast side of the bayou and hauling it away to an upland fill site. An average of 70 feet of additional flat bottom will be excavated at elevation -7.0, and a 4H:1V side slope will be excavated up to ground level. The bayou will not be made deeper, only wider.

In order to accommodate the bayou widening and to accomplish more efficient flood flow, the Hwy-124 Bridge will be replaced with a 5-span, 260 -ft long bridge. The existing bridge is a 7-span, 140-ft long bridge.

It will be the contracted Engineering Firm's responsibility to plan and design the project to meet the standards of; and receive the approval of the Texas Department of Transportation (TxDOT).

TXDOT will review and comment on the plans and specifications. TxDOT will also review and approve the construction inspection procedures.

The bridge construction project will involve traffic control, bridge demolition and removal, driving pilings, cap and abutment construction, stringer placement, deck construction, safety rail construction, pavement placement, approach roadway subgrade, base and pavement installation, and striping.

The bayou excavation project will involve mechanical excavation, dump truck loading and on-road hauling to a fill site and deposition.

Once the channel has been excavated and shaped, all disturbed surfaces will be seeded with hydro-mulch seed.

The schedule for the project is estimated as follows and is estimated at two years:

Activity	Start Month	Duration Months
Excavation	1	2
Engineer Procurement	1	2
Project Design	3	5
Bid Contract	9	2
Construction	12	24

Project Location:

Latitude: 29° 04' 00" N 29.0667 N
Longitude: 94° 16' 09" W 94.2692 W

The engineering contract will encompass all project-related engineering services to include but not limited to:

- Preliminary and final design plans and specifications;
- Assistance with preparation of the construction bid packets;
- Ensure adherence of project to all applicable TxDOT standards and regulations
- Conduct all field testing and inspections (interim and final); and
- Assist the Jefferson County Purchasing Department by answering any technical questions received from potential bidders for the construction invitation for bid
- Attend Pre-Bid Meeting(s) and Pre-Construction Meeting(s)
- Attend Bid Opening
- Prepare Preliminary Bid Tabulation & Final Bid Tabulation
- Manage all of the construction project components of this project to include but not limited to: demolition of existing bridge, excavation of the channel across the highway right-of-way, construction the new bridge, and completion of the roadway work.
- Preparation of Change Orders
- Other special services deemed necessary for the completion of the bid specifications and construction project in its entirety

Adherence to Texas Department of Transportation (TxDOT) Standards:

For this project, the County (through the services of the selected engineering firm) must adhere to any and all applicable Texas Department of Transportation standards and regulations.

It will be the selected/contracted Engineering Firm's responsibility to ensure the adherence of the project to any and all applicable TxDOT standards and regulations.

TxDOT Prequalification Requirements:

Engineering Firms submitting proposals must be prequalified by TxDOT prior to RFQ response submission. Proof of this prequalification must be provided in your response.

It is the intent of the County to select an engineering firm that has the necessary background, qualifications, and experience to provide the professional engineering services as described within these specifications in a timely and professional manner.

Engineering Firm providing these services must also:

Be led by a principal or partner of an established professional firm or organization;

Have demonstrated ability to work successfully with government entities including:

1. No previous record of default on a government contract;

2. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;

3. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and

4. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this invitation for bid.

Section 3. Statement of Qualifications:

Jefferson County is seeking to contract with a competent and professional engineering firm, registered to practice in the State of Texas and in good standing (per the Texas Engineering Practice Act), that has had experience in the following areas:

- Municipal construction including but not limited to waterworks, projects;
- Federally-funded construction projects; and
- Projects located in this general region of the state

Offerors should also address the following topics within their response:

- Name of the firm wishing to contract with the County.
- Firm's local address.
- Firm's corporate or main office address.
- Number of years the firm has been in business.
- Firm's organization chart
- Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- Description of the reasons why the firm would be uniquely qualified to provide Professional Engineering Services to Jefferson County.
- Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Engineering Services;
- Brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Engineering Services as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract; and capability of meeting deadlines.
- Proof of proper and valid licensing to conduct business in Jefferson County and the State of Texas
- **Proof of Prequalification from TxDOT**
- Proof of Current Applicable Department of Professional Regulation License(s)
- Proof of Other Current Applicable Certification(s)
- Copy of your current certificate of insurance for professional liability.

  Note: Upon award, firm must provide a certificate of insurance that meets/exceeds insurance requirements as written on Pages 8-10 (Sections 7 & 8) of these specifications.
- List of past local government clients, as well as resumes of all engineers/staff persons that will or may be assigned to this project if you receive the engineering contract award.
- Description of work performance and experience with Engineering Services for CDBG Disaster Recovery or similar grant-funded projects (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;

- Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Engineering Services contract, identifying current employees and proposed hires; and

- Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

- **Three (3) COMPLETED & SIGNED Vendor Reference Statements (forms included in these specifications, see Pages 18-20). These statements must be completed and signed by the Reference.**

Additional Information:

Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Commissioners' Court will appoint a Selection Committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 5. Selection Committee

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

Section 6. Laws and Regulations

The selected Engineering Firm(s)/Individual(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below.

Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

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 8 Below)

Section 8. Workers' Compensation Insurance

8.1 Definitions:

8.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, 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.

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

8.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 7 above.

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

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

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

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

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

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

8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas 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.

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

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

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

8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of

coverage ends during the duration of the project.

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

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

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

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

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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

Section 10. Confidential/Proprietary Information

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

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

Section 11. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Engineering Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Engineering Firm under contract shall be made available to any individual or organization by the Engineering Firm without the prior written approval of the County.

5. 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

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

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

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

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

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract

• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

7. 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.

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

a.	**Experience**	**Maximum Points = 40**
b.	**Work Performance/References**	**Maximum Points = 40**
c.	**Capacity to Perform**	**Maximum Points = 20**

For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- For costs of engineering (A/E) professional services that will exceed $50,000, negotiations, including profit as a percentage of the price of the contract, must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004) Upon the initial selection of the Respondent based on its demonstrated competence and qualifications to perform such services, the Respondent must disclose and certify the percentage of profit as a separate element of the price of the contract during its negotiations with the Grant Recipient to determine fair and reasonable compensation.

Section 13. Submission Requirements

Respondents are responsible for submitting:

One (1) original and (5) five response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Respondent 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.

https://www.co.jefferson.tx.us/Purchasing/

Responses shall be mailed or delivered to:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

All submissions must be received by 11:00 am CT, Friday, November 25, 2020.

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Respondent.

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

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

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

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

There will NOT be a Pre-Submittal Conference for this RFQ.

Deadline for Questions: In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications.

Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Friday, November 13, 2020.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents 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.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to have their temperature taken (and pass), apply hand sanitizer (provided), and wear a mask within the courthouse. If a visitor does not have a mask on-hand, one will be provided. At times, these precautions may slow entry into the courthouse. Bidders are strongly urged to plan accordingly.

County Holidays – 2020:

~~January 1~~	~~Wednesday~~	~~New Year's~~
~~January 20~~	~~Monday~~	~~Martin Luther King, Jr. Day~~
~~February 17~~	~~Monday~~	~~President's Day~~
~~April 10~~	~~Friday~~	~~Good Friday~~
~~May 25~~	~~Monday~~	~~Memorial Day~~
~~July 3~~	~~Friday~~	~~Independence Day~~
~~September 7~~	~~Monday~~	~~Labor Day~~
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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 bid 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 RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

Professional Engineering Services Rating Sheet

Grant Recipient Jefferson County, Texas
CDBG Contract No._____
Name of Respondent _____
Date of Rating _____
Evaluator's Name _____
Evaluator's Signature:_____

Experience -- Rate the Respondent of the Request for Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

	Factors	Maximum Points	SCORE
1.	Related Experience / Background with federally funded projects	5	_____
2.	Related Experience / Background with specific project type (Federally-Funded Drainage Projects)	5	_____
3.	Related experience/background with specific services (Professional Engineering Services for Drainage Projects)	20	_____
4.	References from current/past clients	10	_____
	Subtotal, Experience	**40 possible points**	_____ **TOTAL**

Work Performance

	Factors	Maximum Points	SCORE
1.	Past client projects completed on schedule	20	_____
2.	Work product is consistently of high quality with low level of errors	20	_____
	Subtotal, Performance	**40 possible points**	_____ **TOTAL**

Capacity to Perform

	Factors	Maximum Points	SCORE
1.	Qualifications/Experience of Staff	5	_____
2.	Present and Projected Workloads	5	_____
3.	Quality of Response	5	_____
4.	Demonstrated understanding of scope of the project	5	_____
	Subtotal, Capacity to Perform	**20 possible points**	_____ **TOTAL**

Professional Engineering Services Rating Sheet (CONTINUED)

EVALUATOR: _____

TOTAL SCORE

Factors	Maximum Points	SCORE
☐ Experience	40	_____
☐ Work Performance	40	_____
☐ Capacity to Perform	20	_____
	100	
Total Score_____	**MAXIMUM POINTS**	_____

Respondent Information Form

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

RFQ Number & Name:

(RFQ 20-051/JW) Professional Engineering Services for Taylor's Bayou Drainage Improvements - Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County

Respondent's Company/Business Name: Dannenbaum Engineering Corporation

Respondent's TAX ID Number: 17415546443

Contact Person: Blair Stocker, PE, LGPP **Title:** Project Manager

Phone Number (with area code): 713.527.6367 (Direct)

Alternate Phone Number if available (with area code): 713.520.9570 (Main)

Fax Number (with area code): 713.533.4111

Email Address: blair.stocker@dannenbaum.com

Mailing Address (Please provide a <u>physical address for bid bond return</u>, if applicable):

3100 W. Alabama
Address

Houston, TX 77098
City, State, Zip Code

<u>Respondent Shall Return Completed Form with Offer.</u>

Vendor Reference Number One: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form. A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: Galveston County

Address: 123 Rosenberg *Street/PO* Galveston, TX 77550 *City State Zip*

Reference Contact Person & Title: Michael Shannon, County Engineer

Phone: (409)770-5399 **Alt. Phone:** (409) 770.5552 **Fax:** ( ) N/A

Email Address: Michael.Shannon@co.galveston.tx.us

Reference Contact Person's Signature: _____ **Date:** _____

PLEASE REFER TO THE ATTACHED LETTER OF RECOMMENTATION FOR DANNENBAUM'S PERFORMANCE

1. Briefly Describe the work the contractor performed for your office/company/firm:

Birch Road Bridge, Galveston County: prepared construction plans for replacement of an 80-foot bridge structure over the Clear Lake Shores Canal. Included the associated structural design approach roadway work, H&H analysis, drainage design and storm sewer system, traffic control plans, and signing and pavement markings.

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contactor's use of appropriate engineering/project management methods?

Respondent Shall Return Completed Form with Offer.

MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER

NANCY M. BAHER, PE
ASSISTANT COUNTY ENGINEER

THE COUNTY OF GALVESTON
Office of the County Engineer
722 Moody, Galveston, TX 77550
(409) 770-5552

July 13, 2020

Mr. Paul Celauro
Director of Corporate Development
Dannenbaum Engineering Corporation
3100 West Alabama Street
Houston, Texas 77098

To Whom It May Concern:

During my tenure as County Engineer for the past 5 years, Dannenbaum Engineering Corporation has provided engineering services for roadway, drainage, and bridge improvements. They have also served as program manager for a community development block grant program as well as provided design of repairs to the Galveston Seawall structure.

Dannenbaum has always conducted themselves in a professional manner and have been highly responsive to our needs. I recommend Dannenbaum Engineering Corporation.

If you have any questions or comments, please contact me.

Sincerely,

Michael C. Shannon, PE, CFM
County Engineer

Xc: Nancy Baher (Galveston County)
Nick Bokaie (Dannenbaum Engineering Corp.)
Blair Stocker (Dannenbaum Engineering Corp.)

Vendor Reference Number Two: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form. A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: Fort Bend County

Address: 301 Jackson Street (*Street/PO*) Richmond, TX 77469 (*City State Zip*)

Reference Contact Person & Title: Stacy Slawinski, PE, County Engineer

Phone: (281) 633-7508 **Alt. Phone:** (281) 633-7500 (main) **Fax:** ( )

Email Address: stacy.slawinski@fortbendcountytx.gov

Reference Contact Person's Signature: **Date:** 11/09/2020

1. Briefly Describe the work the contractor performed for your office/company/firm:
FM 521 (FM 2234 to SH 6) TxDOT/Fort Bend County: roadway design for 5.4 miles of roadway reconstruction and widening main lanes and side streets. The proposed roadway also includes replacement of three bridge class culverts with proposed bridge structures and reconstructing two existing bridges. Drainage improvements include the addition of two detention ponds, in-line storm sewer storage, and regrading proposed ditches to maximize the available ROW.

2. How well did the contractor adhere to the agreed upon schedule? (Design is ongoing)

Dannenbaum Engineering has maintained the schedule and has kept Fort Bend County informed of modifications when necessary.

3. How would you rate the contractor's quality of work?

Dannenbaum Engineering continues to maintain a high quality of work and excellent communications with Fort Bend County.

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

Fort Bend County works closely with the Project Manager who has exceeded our expectations of managing the personnel necessary to complete the work. The experience and quantity of resources have never been an issue.

5. How would you rate the contactor's use of appropriate engineering/project management methods?

The method used to manage the project has been effective in providing a high quality of work within the agreed upon schedule. Communication has been detailed and frequent.

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Three: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form. A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information:

Government Entity/Company Name: Chambers County

Address: 201 Airport Road (Street/PO) Anahuac, TX 77514 (City State Zip)

Reference Contact Person & Title: Cory Taylor, PE, County Engineer

Phone: (409) 267-8379 **Alt. Phone:** (409) 267-2708 (Main) **Fax:** (409) 267-4499

Email Address: cwtaylor@chamberstx.gov

Reference Contact Person's Signature: [signature], PE **Date:** 11-17-20

1. Briefly Describe the work the contractor performed for your office/company/firm:

FM 1409 IH 10 Bridge, TXDOT/Chambers County: top-to-bottom structural design for the 500 ft-long, 6-span new 2-lane concrete bridge over IH 10. The project extends FM 1409 from FM 565 in Old River-Winfree, south across IH 10 (~6 miles) and consists of a 2-lane roadway with shoulders and open ditches, bridge, and off-site drainage features. Project includes bidding, construction materials testing, inspection, and construction management.

2. How well did the contractor adhere to the agreed upon schedule? (Bridge est. completion: 10/2022)

This is a project that has not bid as of yet. Coordination with TxDot has been difficult.

3. How would you rate the contractor's quality of work?

Good.

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

Good.

5. How would you rate the contactor's use of appropriate engineering/project management methods?

Good.

Respondent Shall Return Completed Form with Offer.

CONTRACT
PROFESSIONAL ENGINEERING SERVICES
PART I
AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the COUNTY OF Jefferson, Texas hereinafter called the "County", acting herein by _____ here unto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the County of Jefferson, Texas desires to implement/complete the following: Community Development Block Grant – Disaster Recovery Home Buyout/Acquisition Program under the general direction of the Texas General Land Office. Whereas the County desires to engage_____ to render certain Engineering Services in connection with this Taylor's Bayou Drainage Improvement Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison - For purposes of this Contract, The Jefferson 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.
4. Access to Records – The Texas General Land Office, 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 Engineering Services award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Engineering Services contract with _____.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the GLO contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable,* including the following exhibits/attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

The executed agreement documents shall consist of the following components:

a. This Agreement (pgs. 1-3)
b. Addenda
c. Invitation for Bids
d. Instructions to Bidders
e. Signed Copy of Bid
f. General Conditions, Part I
g. Special Conditions
h. Technical Specifications
i. Drawings (as listed in the Schedule of Drawings)
j. [Add any applicable documents]

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(Local County Official)

_____
(Printed Name)

_____
(Title)

BY: _____
(Contractor's Authorized Representative)

_____
(Printed Name)

_____
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Awarded firms shall be responsible for the performance of all required Engineering Services as described within the bid specifications, addenda, and appendices for this project. All submitted responses shall be for principal firms and may include subcontractors.

A description of services that may be utilized under this RFQ includes <u>but is not limited to:</u>

All-project related engineering services to the County for drainage improvements at Taylor's Bayou to **Widen the width of Taylor's Bayou and Replace of the Highway 124 bridge.** Contracted firm shall complete all associated appurtenances.

- Preliminary and final design plans and specifications;
- Assistance with preparation of the construction bid packets;
- Ensure adherence of project to all applicable TxDOT standards and regulations
- Conduct all field testing and inspections (interim and final); and
- Assist the Jefferson County Purchasing Department by answering any technical questions received from potential bidders for the construction invitation for bid
- Attend Pre-Bid Meeting(s) and Pre-Construction Meeting(s)
- Attend Bid Opening
- Prepare Preliminary Bid Tabulation & Final Bid Tabulation
- Manage <u>all of the construction project</u> components of this project to include but not limited to: demolition of existing bridge, excavation of the channel across the highway right-of-way, construction the new bridge, and completion of the roadway work.
- Preparation of Change Orders
- Other special services deemed necessary for the completion of the bid specifications and construction project in its entirety

<u>Additional Services (as directed by the County):</u>

Court appearances

Any other task necessary to complete the objectives of the CDBG-DR/GLO Program.

PART III
PAYMENT SCHEDULE

County shall reimburse (Contractor) for Engineering Services provided and as described within this contract document and bid specifications, as follows:

T.B.D.

SAMPLE

PART IV
TERMS AND CONDITIONS

1. **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. **Termination for Convenience of the County.** 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.

   [Parties should include the manner by which such termination will be affected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. **Changes.** The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. **Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief 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 Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

   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.

5. **Personnel.**
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Assignability.** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. **Reports and Information.** The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. **Records and Audits.** The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

   a. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

   b. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

   c. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. **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 the GLO award between GLO and the County shall have any personal financial interest, direct or

indirect, in the Contractor or this Agreement; and the Contractor 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 Engineering Services award between _____ and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the Engineering Services award between _____ and the County or this Agreement. 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 GLO award between GLO 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.

10. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Contractor certifies, by entering into this Agreement, 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 Agreement 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."

Federal Civil Rights Compliance.

11. **Equal Opportunity Clause (applicable to federally assisted construction 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.

12. **Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.**

13. **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.

14. **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.

15. **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:]

16. **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 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 Agreement 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 Agreement. 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 Agreement 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).

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

RESPONDENT INSTRUCTIONS:

INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT REGISTRATION BEHIND THIS PAGE.

(For additional information regarding the System for Award Management, please see Section 11, Item 5, Page 11.)

Proof of SAM registration begins on the next page

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/11/2020 from 8:00 AM to 1:00 PM

ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

DANNENBAUM ENGINEERING CORPORATION
DUNS: 052477692 CAGE Code: 0GU31
Status: Active
Expiration Date: 12/08/2020
Purpose of Registration: All Awards

3100 W ALABAMA ST
HOUSTON, TX, 77098-2004 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: DANNENBAUM ENGINEERING CORPORATION
Business Type: Business or Organization
Last Updated By: Betty Lozada
Registration Status: Active
Activation Date: 12/09/2019
Expiration Date: 12/08/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-P-20200626-1452
WWW7

Search Records | Disclaimers | FAPIIS.gov
Data Access | Accessibility | GSA.gov/IAE
Check Status | Privacy Policy | GSA.gov
About | | USA.gov
Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SAM SM
SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/11/2020 from 8:00 AM to 1:00 PM

⚠ ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

DANNENBAUM ENGINEERING CORPORATION
DUNS: 052477692 CAGE Code: 0GU31
Status: Active
Expiration Date: 12/08/2020
Purpose of Registration: All Awards

3100 W ALABAMA ST
HOUSTON, TX, 77098-2004 ,
UNITED STATES

Entity Registration

Page Description

This page contains a view of the entire Entity Registration record. To print or save a copy of this registration, select Print. To view a specific section of the registration, select one of the sub-navigation links (for example, Core Data or POCs) under Entity Registration. To access a previous version of this registration, pick from the record drop-down list then select View Selected Record. The page will reload to display the record.

PRINT

Current Record View Selected Record

DUNS Number:	052477692
D&B Legal Business Name:	DANNENBAUM ENGINEERING CORPORATION
Doing Business As:	(none)

Core Data

Business & UEI Information

Business Information:

Business Start Date:	01/01/1945
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	http://www.dannenbaum.com
Congressional District:	TX 07
Initial Registration Date:	04/02/2002
Submission Date:	12/09/2019
Activation Date:	12/09/2019
Expiration Date:	12/08/2020

Physical Address:

Address Line 1:	3100 W ALABAMA ST
City:	HOUSTON
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	77098 - 2004

Mailing Address:

Address Line 1:	3100 W ALABAMA ST
Address Line 2:	
City:	HOUSTON
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	77098 - 2004

CAGE:	0GU31
Does this entity have an Immediate Owner?	No
Does this entity have any Predecessors?	No

Country of Incorporation:	UNITED STATES
State of Incorporation:	TX

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA Supplemental Pages during registration.

Entity Structure
Corporate Entity (Not Tax Exempt)
Profit Structure
For Profit Organization
Entity Type
Business or Organization
Purpose of Registration
All Awards

Do you accept credit cards as a method of payment? No

Account Details:

CAGE Code: 0GU31

Electronic Funds Transfer:

Automated Clearing House (ACH):

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: Yes

Assertions

Goods & Services

NAICS Codes Selected

541330	Yes	Engineering Services
541370		Surveying and Mapping (except Geophysical) Services
541611		Administrative Management and General Management Consulting Services

Product & Service Codes Selected

PSC	Description
C1LA	ARCHITECT AND ENGINEERING- CONSTRUCTION: AIRPORT SERVICE ROADS
C1KB	ARCHITECT AND ENGINEERING- CONSTRUCTION: CANALS
C1NE	ARCHITECT AND ENGINEERING- CONSTRUCTION: WATER SUPPLY FACILITIES
C1NZ	ARCHITECT AND ENGINEERING- CONSTRUCTION: OTHER UTILITIES
C213	ARCHITECT AND ENGINEERING- GENERAL: INSPECTION (NON-CONSTRUCTION)
AD24	R&D- DEFENSE OTHER: SERVICES (ENGINEERING DEVELOPMENT)
C1ND	ARCHITECT AND ENGINEERING- CONSTRUCTION: SEWAGE AND WASTE FACILITIES
C1LB	ARCHITECT AND ENGINEERING- CONSTRUCTION: HIGHWAYS, ROADS, STREETS, BRIDGES, AND RAILWAYS
C100	ARCHITECT AND ENGINEERING- CONSTRUCTION
C1BD	ARCHITECT AND ENGINEERING- CONSTRUCTION: AIRPORT RUNWAYS AND TAXIWAYS
C1QA	ARCHITECT AND ENGINEERING- CONSTRUCTION: RESTORATION OF REAL PROPERTY (PUBLIC OR PRIVATE)
C219	ARCHITECT AND ENGINEERING- GENERAL: OTHER
R425	SUPPORT- PROFESSIONAL: ENGINEERING/TECHNICAL
C1PC	ARCHITECT AND ENGINEERING- CONSTRUCTION: UNIMPROVED REAL PROPERTY (LAND)
C1BB	ARCHITECT AND ENGINEERING- CONSTRUCTION: AIR TRAFFIC CONTROL TRAINING FACILITIES
C1KZ	ARCHITECT AND ENGINEERING- CONSTRUCTION: OTHER CONSERVATION AND DEVELOPMENT FACILITIES
C1LZ	ARCHITECT AND ENGINEERING- CONSTRUCTION: PARKING FACILITIES
C1PD	ARCHITECT AND ENGINEERING- CONSTRUCTION: WASTE TREATMENT AND STORAGE FACILITIES
C214	ARCHITECT AND ENGINEERING- GENERAL: MANAGEMENT ENGINEERING
C220	ARCHITECT AND ENGINEERING- GENERAL: STRUCTURAL ENGINEERING
C1BA	ARCHITECT AND ENGINEERING- CONSTRUCTION: AIR TRAFFIC CONTROL TOWERS
C1PA	ARCHITECT AND ENGINEERING- CONSTRUCTION: RECREATIONAL FACILITIES (NON-BUILDING)
C1LC	ARCHITECT AND ENGINEERING- CONSTRUCTION: TUNNELS AND SUBSURFACE STRUCTURES

PSC	Description
C1KF	ARCHITECT AND ENGINEERING- CONSTRUCTION: DREDGING FACILITIES
C216	ARCHITECT AND ENGINEERING- GENERAL: MARINE ENGINEERING
C1PZ	ARCHITECT AND ENGINEERING- CONSTRUCTION: OTHER NON-BUILDING FACILITIES
C200	ARCHITECT AND ENGINEERING- GENERAL
C1BZ	ARCHITECT AND ENGINEERING- CONSTRUCTION: OTHER AIRFIELD STRUCTURES

Sba Waivers:

World Wide:

Location (Optional):

EDI Information

Do you wish to enter EDI Information for your non-government entity? -

Disaster Response Information

Do you wish to be included in the Disaster Response Registry?	Yes
Does your company require bonding to bid on Contracts?	No

Geographic Area Served:

State 1: TX

State 2: LA

State 3: OK

Representations and Certifications

Representations and Certifications

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Betty Lozada, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent DANNENBAUM ENGINEERING CORPORATION in any of these representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.

FAR 52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

FAR 52.203-18: Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

FAR 52.209-10: Prohibition on Contracting with Inverted Domestic Corporations.

FAR 52.212-5: Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

FAR 52.222-38: Compliance with Veterans' Employment Reporting Requirements

FAR 52.222-50: Combating Trafficking in Persons

FAR 52.222-56: Certification Regarding Trafficking in Persons Compliance Plan.

FAR 52.223-1: Biobased Product Certification

FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification

FAR 52.225-25: Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

FAR 52.227-6: Royalty Information (Alternate I)

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

SF 330 Part II (6/2004) Architect-Engineering Qualifications

FAR 52.203-2: Certificate of Independent Price Determination.

FAR 52.204-3: Taxpayer Identification

FAR 52.204-5: Women-Owned Business (Other Than Small Business)

FAR 52.204-17: Ownership or Control of Offeror

FAR 52.204-20: Predecessor of Offeror

FAR 52.209-2: Prohibition on Contracting with Inverted Domestic Corporations-Representation

FAR 52.209-5: Certification Regarding Responsibility Matters

FAR 52.209-11: Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

FAR 52.212-3: Offeror Representations and Certifications -Commercial Items

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

FAR 52.214-14: Place of Performance-Sealed Bidding

FAR 52.215-6: Place of Performance

FAR 52.219-1: Small Business Program Representations (Alternate I)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in

52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

FAR 52.219-2: Equal Low Bids

FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products

FAR 52.222-22: Previous Contracts and Compliance Reports

FAR 52.222-25: Affirmative Action Compliance

FAR 52.222-48: Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

FAR 52.222-52: Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

FAR 52.223-4: Recovered Material Certification

FAR 52.223-9: Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

FAR 52.223-22: Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

FAR 52.225-2: Buy American Certificate

FAR 52.225-4: Buy American-Free Trade Agreements-Israeli Trade Act Certificate

FAR 52.225-6: Trade Agreements Certificate

FAR 52.226-2: Historically Black College or University and Minority Institution Representation

FAR 52.227-15: Representation of Limited Rights Data and Restricted Computer Software

[redacted]

The Grants Certifications are a common set of certifications and representations required by Federal statutes or regulations in accordance with the grants guidance under Title 2 of the Code of Federal Regulations (2 CFR 200.208 Certifications and Representations). Those non-Federal entities who intend to apply for, or are already recipients of Federal grants or agreements, must read and agree to the corresponding certifications and representations. Registrants who reply yes to the following question are required to keep these certifications and representations current, accurate, and complete as part of their entity registration.

Does DANNENBAUM ENGINEERING CORPORATION wish to apply for a Federal financial assistance project or program, or is DANNENBAUM ENGINEERING CORPORATION currently the recipient of funding under any Federal financial assistance project or program? **Yes**

Points of Contact

[redacted]

Accounts Receivable POC

Electronic Business POC	
Title:	CORPORATE SECRETARY
First Name:	BETTY
Middle Name:	
Last Name:	LOZADA
US Phone:	(713)527-6481
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3100 WEST ALABAMA ST
Address Line 2:	
City:	HOUSTON
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	77098

Government Business POC	
Title:	EXECUTIVE VICE PRESIDENT
First Name:	CHRISTOPHER
Middle Name:	W
Last Name:	SALLESE
US Phone:	(713)527-6324
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3100 WEST ALABAMA ST
Address Line 2:	
City:	HOUSTON
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	77098

Optional Related Contacts

Past Performance POC	
Title:	EXECUTIVE VICE PRESIDENT
First Name:	CHRISTOPHER
Middle Name:	W
Last Name:	SALLESE
US Phone:	(713)527-6324
Extension:	
NON US Phone:	
Notes:	

Address Line 1:	3100 W. ALABAMA ST.
Address Line 2:	
City:	HOUSTON
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	77098

Past Performance Alternate POC

Title:	PRINCIPAL
First Name:	PAUL
Middle Name:	
Last Name:	CELAURO
US Phone:	(713)527-6480
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3100 W ALABAMA ST
Address Line 2:	
City:	HOUSTON
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	77098

Electronic Business Alternate POC

Title:	FEDERAL DIVISION MANAGER
First Name:	CHRISTOPHER
Middle Name:	W.
Last Name:	SALLESE
US Phone:	(713)527-6324
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3100 W. Alabama
Address Line 2:	
City:	Houston
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	77098

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/11/2020 from 8:00 AM to 1:00 PM

ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

DANNENBAUM ENGINEERING CORPORATION
DUNS: 052477692 CAGE Code: 0GU31
Status: Active
Expiration Date: 12/08/2020
Purpose of Registration: All Awards

3100 W ALABAMA ST
HOUSTON, TX, 77098-2004 ,
UNITED STATES

Active Exclusions

Page Description

There are no active exclusion records associated to this entity by its unique entity identifier, i.e. the DUNS Number. You may conduct additional searches for exclusion records using different search criteria by selecting Search Records in the main navigation.

PRINT

GSA

IBM-P-20200626-1452
WWW7

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SAM SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Log In

Login.gov FAQs

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/11/2020 from 8:00 AM to 1:00 PM

⚠ ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

DANNENBAUM ENGINEERING CORPORATION
DUNS: 052477692 CAGE Code: 0GU31
Status: Active
Expiration Date: 12/08/2020
Purpose of Registration: All Awards

3100 W ALABAMA ST
HOUSTON, TX, 77098-2004,
UNITED STATES

Inactive Exclusions

Page Description

There are no inactive exclusion records associated to this entity by its unique entity identifier, i.e. the DUNS Number. You may conduct additional searches for exclusion records using different search criteria by selecting Search Records in the main navigation.

PRINT

GSA

IBM-P-20200626-1452
WWW7

Search Records
Data Access
Check Status
About
Help

Disclaimers
Accessibility
Privacy Policy

FAPIIS.gov
GSA.gov/IAE
GSA.gov
USA.gov

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SAM Search Results
List of records matching your search for :

Search Term : Dannenbaum Engineering*
Record Status: Active, Inactive

ENTITY DANNENBAUM ENGINEERING CORPORATION — Status: Active

DUNS: 073905767 +4: CAGE Code: 86SN8 DoDAAC:

Expiration Date: 09/24/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 1109 W Nolana Ave Ste 208
City: McAllen
ZIP Code: 78504-3795
State/Province: TEXAS
Country: UNITED STATES

ENTITY DANNENBAUM ENGINEERING CORPORATION — Status: Active

DUNS: 010810733 +4: CAGE Code: 8QCX2 DoDAAC:

Expiration Date: 09/03/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 10737 Gateway Blvd W Ste 112
City: El Paso
ZIP Code: 79935-4910
State/Province: TEXAS
Country: UNITED STATES

ENTITY DANNENBAUM ENGINEERING CORPORATION — Status: Active

DUNS: 079650179 +4: CAGE Code: 8PDF8 DoDAAC:

Expiration Date: 08/06/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 415 Embassy Oaks Ste 102
City: San Antonio
ZIP Code: 78216-2041
State/Province: TEXAS
Country: UNITED STATES

ENTITY DANNENBAUM ENGINEERING CORPORATION — Status: Active

DUNS: 052477692 +4: CAGE Code: 0GU31 DoDAAC:

Expiration Date: 12/07/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 3100 W ALABAMA ST
City: HOUSTON
ZIP Code: 77098-2004
State/Province: TEXAS
Country: UNITED STATES

ENTITY	DANNENBAUM ENGINEERING CORPORATION		Status: Active
DUNS: 002150030	+4:	CAGE Code: 83DR8	DoDAAC:
Expiration Date: 04/07/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 3030 LYNDON B JOHNSON FWY STE 910			
City: DALLAS		State/Province: TEXAS	
ZIP Code: 75234-7747		Country: UNITED STATES	

ENTITY	DANNENBAUM ENGINEERING CORPORATION		Status: Active
DUNS: 128558004	+4:	CAGE Code: 7LWK7	DoDAAC:
Expiration Date: 01/04/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 3409 Executive Center Dr Ste 129			
City: AUSTIN		State/Province: TEXAS	
ZIP Code: 78731-1672		Country: UNITED STATES	

ENTITY	DANNENBAUM ENGINEERING CORPORATION		Status: Active
DUNS: 963443726	+4:	CAGE Code: 7LZT1	DoDAAC:
Expiration Date: 01/21/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 2501 PARKVIEW DR STE 670			
City: FORT WORTH		State/Province: TEXAS	
ZIP Code: 76102-5826		Country: UNITED STATES	

As of 5/25/2021 GW

SAM.GOV

DANNENBAUM ENGINEERING CORPORATION

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
052477692	**HM5LABALLAZ8**	**0GU31**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Dec 7, 2021**	**Active**
Physical Address	Mailing Address	
3100 W Alabama ST **Houston, Texas 77098** **United States**	**3100 W Alabama ST** **Houston, Texas 77098** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 07	**Texas / United States**	**http://www.dannenbaum.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 7, 2020	**Dec 7, 2020**	**Apr 2, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1945	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

Points of Contact

Electronic Business

BETTY LOZADA, CORPORATE SECRETARY **7135276481**	**3100 West Alabama ST** **Houston, Texas 77098** **United States**
CHRISTOPHER W. SALLESE, FEDERAL DIVISION MANAGER 7135276324	3100 W. Alabama Houston, Texas 77098 United States

Government Business

CHRISTOPHER W SALLESE, EXECUTIVE VICE PRESIDENT **7135276324**	**3100 West Alabama ST** **Houston, Texas 77098** **United States**

Past Performance

CHRISTOPHER W SALLESE, EXECUTIVE VICE PRESIDENT **7135276324**	**3100 W. Alabama ST.** **Houston, Texas 77098** **United States**
PAUL CELAURO, PRINCIPAL 7135276480	3100 W Alabama ST Houston, Texas 77098 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541611	**Administrative Management And General Management Consulting Services**

Product and Service Codes

PSC	PSC Name
C100	**Architect And Engineering- Construction**
C1BA	**Architect And Engineering- Construction: Air Traffic Control Towers**
C1BB	**Architect And Engineering- Construction: Air Traffic Control Training Facilities**
C1BD	**Architect And Engineering- Construction: Airport Runways And Taxiways**
C1BZ	**Architect And Engineering- Construction: Other Airfield Structures**
C1KB	**Architect And Engineering- Construction: Canals**
C1KF	**Architect And Engineering- Construction: Dredging Facilities**
C1KZ	**Architect And Engineering- Construction: Other Conservation And Development Facilities**
C1LA	**Architect And Engineering- Construction: Airport Service Roads**
C1LB	**Architect And Engineering- Construction: Highways, Roads, Streets, Bridges, And Railways**
C1LC	**Architect And Engineering- Construction: Tunnels And Subsurface Structures**
C1LZ	**Architect And Engineering- Construction: Parking Facilities**
C1ND	**Architect And Engineering- Construction: Sewage And Waste Facilities**
C1NE	**Architect And Engineering- Construction: Water Supply Facilities**
C1NZ	**Architect And Engineering- Construction: Other Utilities**
C1PA	**Architect And Engineering- Construction: Recreational Facilities (Non-Building)**
C1PC	**Architect And Engineering- Construction: Unimproved Real Property (Land)**
C1PD	**Architect And Engineering- Construction: Waste Treatment And Storage Facilities**
C1PZ	**Architect And Engineering- Construction: Other Non-Building Facilities**

C1QA	**Architect And Engineering- Construction: Restoration Of Real Property (Public Or Private)**
C200	**Architect And Engineering- General**
C213	**Architect And Engineering- General: Inspection (Non-Construction)**
C214	**Architect And Engineering- General: Management Engineering**
C216	**Architect And Engineering- General: Marine Engineering**
C219	**Architect And Engineering- General: Other**
C220	**Architect And Engineering- General: Structural Engineering**
R425	**Support- Professional: Engineering/Technical**

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Louisiana	**(blank)**	**(blank)**
Oklahoma		
Texas		

CERTIFICATE OF INSURANCE

RESPONDENT INSTRUCTIONS:

INSERT COPY OF CERTIFICATE OF INSURANCE HERE.

UPON AWARD, THE AWARDED RESPONDENT WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE THAT NAMES JEFFERSON COUNTY AS AN "ADDITIONAL INSURED."

(For additional information regarding Certificate of Insurance Requirements, please see Sections 7 & 8, Page 8-10)

A copy of Dannenbaum Engineering's insurance begins on the next page.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2618 Broadway Street Pearland TX 77581	CONTACT NAME: Tami Melton PHONE (A/C, No, Ext): 713-209-2800 FAX (A/C, No): E-MAIL ADDRESS: tami_melton@ajg.com
INSURED DANNE-1 Dannenbaum Engineering Corp., et al P O Box 22292 Houston TX 77027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : Continental Casualty Company — 20443 INSURER C : Continental Casualty Insurance Company — 32190 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1055957419 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			2053853648	6/1/2020	6/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 700,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1015348305	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2053853049	6/1/2020	6/1/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1022022126	6/1/2020	6/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Claims Made			AEH254055021	4/1/2020	4/1/2021	Each Claim Aggregate Knowledge Date	$ 5,000,000 $ 5,000,000 2/1/2003

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

See Attached...

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jonway R. Wey

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: DANNE-1
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, Inc.	Dannenbaum Engineering Corp., et al P O Box 22292 Houston TX 77027
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policies include a Blanket additional insured endorsement that provides additional insured status when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers Compensation policies include a Blanket waiver of subrogation endorsement when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

The Umbrella liability policy is follow form as respects the additional insured and waiver of subrogation provisions of the underlying policies. Professional liability coverage is excluded from the umbrella policy.

The General Liability, Auto and Workers Compensation policies include a Blanket 30 Day Notice of Cancellation except 10 Days for Non Payment of Premium per policy terms and conditions.

Complete Named Insured:
Dannenbaum Engineering Corporation
Dannenbaum Engineering Corporation dba Barden & Bartow
Civil Engineering Corporation, a Dannenbaum Company
Dannenbaum Engineering Company – Austin, LLC
Dannenbaum Engineering Company – Dallas, LLC
Dannenbaum Engineering Company – El Paso, LLC
Dannenbaum Engineering Company – Fort Worth, LLC
Dannenbaum Engineering Company – Houston, LLC
Dannenbaum Engineering Company – Laredo, LLC
Dannenbaum Engineering Company – McAllen, LLC
Dannenbaum Engineering Company – San Antonio, LLC
Dannenbaum Engineering Corporation / Klotz Associates Inc. a Joint Venture
Dannenbaum Engineering Corporation dba Falcon Point Associates
Dannenbaum Engineering Corporation dba Formosa Plastics Corporation USA
Dannenbaum Environmental Corporation
Dannenbaum, Dodson and ECS Joint Venture
Dannenbaum, Gerwick, Joint Venture
Dannenbaum, W.P. Moore & Terra Nova, Joint Venture (fka Dannenbaum Dodson & Terra Nova JV)
DECTEC LLC
Engineering Holding Corporation
ICE & Dannenbaum JV
JB Dannenbaum Consulting Engineers
Munoz & Dannenbaum JV

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2021

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

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

PRODUCER	CONTACT NAME: Tami Melton
Arthur J. Gallagher Risk Management Services, Inc. 8511 South Sam Houston Pkwy. East Houston TX 77075	PHONE (A/C, No, Ext): 713-209-2800 FAX (A/C, No): 713-209-2899 E-MAIL ADDRESS: tami_melton@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : AMCO Insurance Company	19100
INSURER C : Allied Insurance Company of America	10127
INSURER D : Depositors Insurance Company	42587
INSURER E :	
INSURER F :	

INSURED DANNE-1
DE Corp. (formerly Dannenbaum Engineering Corporation)
P O Box 22292
Houston TX 77227-2292

COVERAGES **CERTIFICATE NUMBER:** 1315629032 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	30100114071	6/1/2021	6/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 700,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	30100114071	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	30100114071	6/1/2021	6/1/2022	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	30100114071	6/1/2021	6/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made			AEH254055021	4/1/2021	4/1/2022	Each Claim Aggregate Knowledge Date	$ 5,000,000 $ 5,000,000 2/1/2003

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DEC Project#: 5322-01 / Taylor's Bayou Drainage Improvements CDBG-DR Program Project (RFQ 20-051/JW).

See Attached...

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street, 1st Floor
Beaumont TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: DANNE-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, Inc.	DE Corp. (formerly Dannenbaum Engineering Corporation) P O Box 22292 Houston TX 77227-2292
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability is primary and non-contributory to other insurance when required by written contract.

The umbrella liability coverage is follow form as respects the additional insured and waiver of subrogation provisions of the underlying policies. Professional liability coverage is excluded from the umbrella liability.

The General Liability, Auto and Workers' Compensation policy includes a Blanket 30 Day Notice of Cancellation except 10 Days for Non Payment of Premium.

Complete Named Insured:
Dannenbaum Engineering Corporation
Dannenbaum Engineering Corporation dba Barden & Bartow
Civil Engineering Corporation, a Dannenbaum Company
Dannenbaum Engineering Company – Austin, LLC
Dannenbaum Engineering Company – Dallas, LLC
Dannenbaum Engineering Company – El Paso, LLC
Dannenbaum Engineering Company – Fort Worth, LLC
Dannenbaum Engineering Company – Houston, LLC
Dannenbaum Engineering Company – Laredo, LLC
Dannenbaum Engineering Company – McAllen, LLC
Dannenbaum Engineering Company – San Antonio, LLC
Dannenbaum Engineering Corporation / Klotz Associates Inc. a Joint Venture
Dannenbaum Engineering Corporation dba Falcon Point Associates
Dannenbaum Engineering Corporation dba Formosa Plastics Corporation USA
Dannenbaum Environmental Corporation
Dannenbaum, Dodson and ECS Joint Venture
Dannenbaum, Gerwick, Joint Venture
Dannenbaum, W.P. Moore & Terra Nova, Joint Venture (fka Dannenbaum Dodson & Terra Nova JV)
DECTEC LLC
Engineering Holding Corporation
ICE & Dannenbaum JV
JB Dannenbaum Consulting Engineers
Munoz & Dannenbaum JV

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

N/A - a Form 1295 to be completed and filed upon selection, as per RFQ instructions.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2021-757808

Date Filed:
05/26/2021

Date Acknowledged:
6/2/2021 JW

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DE Corp.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 20-051/JW
Engineering (Design) Services for Taylor's Bayou Drainage Improvements CDBG-DR Program Project (DEC 5322-01)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carter, John	Houston, TX United States	X	
Ahrens, Wayne	Houston, TX United States	X	
Petterson, Johan	Houston, TX United States	X	
Sheldon, Steve	Houston, TX United States	X	
Bokaie, Nick	Houston, TX United States	X	
Sallese, Christopher	Houston, TX United States	X	
Maksoud, Michel	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wayne G. Ahrens, and my date of birth is 05/24/1944.

My address is 19038 Fire Tower Hill Place (street), Cypress (city), TX (state), 77433 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 26th day of May (month), 2021 (year).

Wayne G Ahrens

Signature of authorized agent of contracting business entity
(Declarant)

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

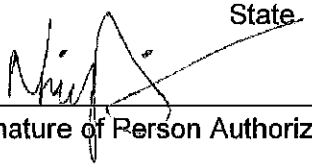
To Jefferson County:

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

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

We acknowledge receipt of the following amendment(s): No. 1, _____, _____, _____, _____.

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

Dannenbaum Engineering Corporation	For clarification of this offer, contact:
Company Name	
3100 W. Alabama	Nick Bokaie, PE, Principal
Address	Name
Houston, TX 77098	713.527.6331 713.533.4111
City State Zip	Phone Fax
	nick.bokaie@dannenbaum.com
Signature of Person Authorized to Sign	E-mail
Nick Bokaie, PE	
Printed Name	
Principal	
Title	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

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

This contract shall henceforth be referred to as Contract No. 20-051/JW, Professional Engineering Services for Taylor's Bayou Drainage Improvements - Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

June 8, 2021
Date

Attest:

~~Carolyn L. Guidry~~ Theresa Goodness,
~~County Clerk~~ Interim County Clerk

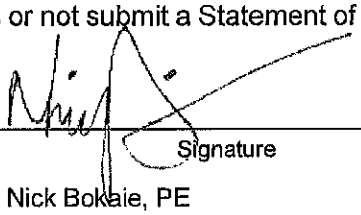
COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Bidder Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. And further, that neither the Respondent 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 submit a Statement of Qualifications or not submit a Statement of Qualifications thereon.

Dannenbaum Engineering Corporation	
Firm (Entity Name)	Signature
3100 W. Alabama	Nick Bokaie, PE
Street & Mailing Address	Print Name
Houston, TX 77098	11/23/2020
City, State & Zip	Date Signed
716.527.6331	713.533.4111
Telephone Number	Fax Number
nick.bokaie@dannenbaum.com	
E-mail Address	

Respondent Shall Return Completed Form with Offer.

House Bill 89 Verification

I, Nick Bokaie, the undersigned representative of (company or business name) Dannenbaum Engineering Corporation (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

November 20, 2020

Date

On this 20th day of November, 2020, personally appeared

Nick Bokaie, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

SUZANNE CRUMPLER
NOTARY ID #281987-3
My Commission Expires
July 31, 2022

Suzanne Crumpler

Notary Signature

11/20/2020

Date

Bidder Shall Return Completed Form with Offer.

Senate Bill 252 Certification

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Dannenbaum Engineering Corporation

Company Name

RFQ 20-051/JW

IFB/RFP/RFQ number

Certification check performed by:

Jamey Wiest, Asst. Purchasing Agent

Purchasing Representative

June 2, 2020

Date

COMPTROLLER.TEXAS.GOV

Glenn Hegar
Texas Comptroller of Public Accounts

Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 18, 2020*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 18, 2020*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808

June 2020

Company Name	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB ASA	IID000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD.		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
SAMPENSION KP LIVSFORSIKRING A/S	IID000000002708138	DK0011163715

2020 List of Companies Engaging in Scrutinized Business Operations in Sudan
Chapter 2270 of the Texas Government Code

Company Name	ISIN

The United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017. As such, the U.S. Sudanese Sanctions Regulations were amended by the U.S. Office of Foreign Assets Control and authorize all transactions previously prohibited by the Regulations and Executive Orders 13067 and 13412, effective as of January 17, 2017.

However, the changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations (31 C.F.R. part 546) or Executive Orders 13400 or 13664. Accordingly, the Comptroller's office will continue monitoring for companies that meet the pertinent statutory definition of a scrutinized Company, i.e., companies that have been complicit in the Darfur genocide during any preceding 20-month period.

Updated November 2020

2020 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
ENEOS Holdings, Inc. f/k/a JXTG Holdings Inc	JP3386450005
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
RELX PLC	GB00B2B0DG97
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

Updated November 2020

Designated Foreign Terrorist Organizations June 2020

Pursuant to Texas Government Code Chapter 2270

Organization
Abdallah Azzam Brigades (AAB)
Abu Sayyaf Group (ASG)
Al-Aqsa Martyrs Brigade (AAMB)
al-Ashtar Brigades (AAB)
al-Mulathamun Battalion (AMB)
al-Nusrah Front
al-Qa'ida (AQ)
Al-Qa'ida in the Indian Subcontinent
al-Qa'ida in the Arabian Peninsula (AQAP)
al-Qaida in the Islamic Maghreb (AQIM)
al-Shabaab
Ansar al-Dine (AAD)
Ansar al-Islam (AAI)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
Ansaru
Army of Islam (AOI)
Asa'b Ahl al-Haq (AAH)
Asbat al-Ansar (AAA)
Aum Shinrikyo (AUM)
Basque Fatherland and Liberty (ETA)
Boko Haram
Communist Party of the Philippines/New People's Army (CPP/NPA)
Continuity Irish Republican Army (CIRA)
Gama'a al-Islamiyya (Islamic Group - IG)
HAMAS
Haqqani Network (HQN)
Harakat ul-Jihad-i-Islami (HUJI)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
Harakat ul-Mujahidin (HUM)
Hizballah
Hizbul Mujahideen (HM)
Indian Mujahedeen (IM)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)

Organization
ISIL-Khorasan (ISIL-K)
ISIS-Bangladesh
ISIS-Greater Sahara
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Isalamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Jaysh al-Adl (formerly Jundallah)
Kahane Chai (Kach)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
Mujahidin Shura Council in the Environs of Jerusalem (MSC)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia (FARC)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

Source: U.S. Department of State https://www.state.gov/foreign-terrorist-organizations/

List of Scrutinized Companies with ties to Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270

June 2020

Company Name	ISIN
No Companies Identified	

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

A1001

Equal Opportunity Guidelines for Construction Contractors

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.

JEFFERSON COUNTY
SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

CONTRACTOR INFORMATION					
Business Name	Dannenbaum Engineering Corporation	Prime ☒	Sub ☐	**Certified Section 3 Business Concern**	☐ Yes ☒ No
Business Address	3100 W. Alabama, Houston, TX 77098			**Business Email**	nick.bokaie@dannenbaum.com
Project Title / Project #	Professional Engineering Services for Taylor's Bayou Drainage Improvements - CDBG-DR Program Project RFQ 20-051/JW			**Contract Amount**	$ 3% (minimum)

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both Contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of $100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime Contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of $100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance.** If contract will not exceed $100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

- **Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that Contractors and subcontractors commit to employ Section 3 Residents[1] as 30% of the aggregate number of full-time new hires.

- **Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require Contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns[2] as follows:

  - Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
  - Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☒ I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

☐ I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR *DOES NOT* ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO *PART VIII: STATEMENT OF COMPLIANCE* ON THE FINAL PAGE

[1] A "Section 3 resident" is a public housing resident or individual who resides in Jefferson County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

[2] A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

IF CONTRACTOR OR SUBCONTRACTOR *DOES* ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, Contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Jefferson County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Jefferson County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, Contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	**Total # of Employees Needed for each Job Title**	**Total # of Employees Currently Employed at each Job Title**	**Total # of New Hires Needed for each Job Title**	**Total # of New Hires Expected to be Section 3 Residents**
List all Job Titles that are needed to complete the entire scope of work under the contract.	*List how many employees are needed for the contract under each Job Title.*	*List how many employees are currently employed under each Job Title who are anticipated to work on the contract.*	*List how many of these positions are currently open and will need to be filled under the contract.*	*List the number of Section 3 hires you will commit to for each position.*
Example: Laborer	*8*	*5*	*3*	*1*
NOT APPLICABLE				

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	N/A
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	N/A

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of $100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the Contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each Contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, Contractor's submission may be deemed non- compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	**Work to be performed (Building trade or Other)**	**Section 3 Business?**	**Contract Amount**	**% of Total Contract**
Projeplan Engineering Services	Project Administration Support	☒ Yes ☐ No	TBD	3% (min)
Berg-Oliver Associates, Inc.	Environmental	☐ Yes ☒ No	TBD	TBD
LJA Engineering, Inc.	H&H	☐ Yes ☒ No	TBD	TBD
LJA Surveying, Inc.	Survey	☐ Yes ☒ No	TBD	TBD
Tolunay-Wong Engineers, Inc.	Geotechnical	☐ Yes ☒ No	TBD	TBD
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		A. Yes ☐ No		
		1. Yes ☐ No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	$ TBD
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	3% (minimum) %

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the "typical" procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

☒ **Efforts "To the Greatest Extent Feasible"**

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the Contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and Contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Jefferson County, may be found in default of their contract and subject to penalties.

☒ **Changes**

If Contractors' or subcontractors' hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Jefferson County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Jefferson County via an amended Section 3 Utilization Plan, when applicable.

☒ **Documentation & Reports**

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Jefferson County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Jefferson County prescribed processes, reporting methods, and form(s). Reports may require information on Contractor's actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Jefferson County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event Contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, Contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Jefferson County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Jefferson County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Jefferson County.

Other Economic Opportunities are subject to verification and approval by Jefferson County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by Contractors or subcontractors to comply with the requirements of Section 3 and Jefferson County's Section 3 Policy. Once the Section 3 requirement has been triggered, Contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Jefferson County, or must demonstrate why compliance is infeasible.

Jefferson County may, at its discretion, execute the following remedies for noncompliance:

☒ Based on the first observation or report of noncompliance with Section 3, the Contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.

☒ The Contractor or subcontractor shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Jefferson County, on why it is unable to comply.

☒ Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Jefferson County may elect to terminate the contract.

☒ Continuing failure or refusal by the Contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

☒ Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Jefferson County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party Contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Jefferson County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County.

Dannenbaum Engineering Corporation	Nick Bokaie, PE
Business Name	Name of Authorized Officer
Signature	November 25, 2020
	Date

Suzanne Crumpler

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: Texas COUNTY OF: Harris ON THIS 20th DAY OF November 2020 BEFORE ME APPEARED Nick Bokaie TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: Suzanne Crumpler {SEAL}

COMMISSION EXPIRES: July 31, 2022

SUZANNE CRUMPLER
NOTARY ID #281987-3
My Commission Expires
July 31, 2022

INTERNAL JEFFERSON COUNTY APPROVAL: _____

Compliance Monitor Signature **Date**

JEFFERSON COUNTY
SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Business Name: Dannenbaum Engineering Corporation	**Business Principal Name:** Nick Bokaie, PE	
Address: 3100 W. Alabama	**City:** Houston, TX	**Zip Code:** 77098
Email: nick.bokaie@dannenbaum.com	**Phone #:** 713.520.9570	
Type of Business Entity: ☒ Corporation ☐ Partnership	☐ Sole Proprietorship	1. Joint Venture

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria.

Check all that apply:

1. My business is 51 percent or more owned by a Section 3 resident or residents;

2. Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or

3. I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following:

☐ Section 3 Resident Self-Certification Form verifying Section 3 Resident status of owner(s)

Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.)

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

☐ List of all current full-time employees ☐ List of all current employees certified as Section 3 Residents

☐ Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)

☐ Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

☐ List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts

☒ Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms) ATTACHED

I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County, which may be grounds for termination of contracts that resulted from this certification.

Nick Bokaie, PE		11-20-2020
Print Name	Signature	Date

For County Use Only

Contract / Project: _____ **Department:** _____ **Date:** _____

Pursuant to 24 CFR 135.36(e), a Section 3 business concern seeking a contract shall submit to Jefferson County, its Contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors subject to the procurement standards of 2 CFR 200.318(h) **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

CITY OF HOUSTON

Certificate:#1806

PROJEPLAN ENGINEERING SERVICES

Is duly certified as a

SECTION 3 BUSINESS CONCERN

By the City of Houston, Housing and Community Development Department

Certificate Expires on: 09/04/2021

Sylvester Turner, Mayor

Chrystal Boyce, Division Manager
Compliance & Monitoring Division

CITY OF HOUSTON
HOUSING AND
COMMUNITY
DEVELOPMENT

Tom McCasland, Director

GLO COMPLIANCE PACKAGE
GLO INFORMATION SECURITY APPENDIX

A. Definitions

"Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

"Sensitive Personal Information" or "SPI" means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

B. Security and Privacy Compliance

a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.

b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

d. Jefferson County shall legally bind any Contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor's subcontractor(s).

e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.

f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and Contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Jefferson County. Contractor agrees to maintain and, upon request, provide documentation of training completion.

g. Any PII or SPI maintained or stored by Contractor or any Contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

C. Data Ownership

a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Jefferson County or the GLO.

b. Upon termination of the Contract, Contractor shall promptly return to Jefferson County and/or the GLO all Jefferson County-owned or GLO-owned data possessed by Contractor and its employees, agents, or Contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Jefferson County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Jefferson County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Jefferson County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Jefferson County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Jefferson County or the GLO may direct Contractor to destroy any Jefferson County-owned or GLO-owned data in Contractor's possession. Any such destruction shall

be verified by Contractor and Jefferson County and/or the GLO.

D. Data Mining

a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Jefferson County in the Contract or any document related thereto.

b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

E. Breach of Security

a. Contractor agrees to provide Jefferson County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.

b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Jefferson County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Jefferson County with root cause analysis including a log detailing the data affected.

c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.

d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

F. Right to Audit

a. Upon the Jefferson County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Jefferson County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's Contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Jefferson County or GLO- conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Jefferson County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the Jefferson County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.

b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Jefferson County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION

GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	**Contract Number:** RFQ 20-051/JW
Contractor Name: Dannenbaum Engineering Corporation	
Contractor Address: 3100 W. Alabama, Houston, TX 77098	**Phone:** 713.520.9570

☒ I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.

☒ I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:

- International Residential Code (IRC) – new construction and reconstruction;
- Housing Quality Standards (HQS) – for rehabilitated properties;
- All local building codes, standards, and specifications; and
- All standards and requirements defined by the Texas General Land Office (GLO), Jefferson County, the Jefferson County Engineering Department, and the Jefferson County Community Services Department (CSD).

☒ I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.

☒ I understand that I must provide a 1-2-10 warranty on all work performed, specifically:

- 1 year warranty on the entire home;
- 2 year warranty on mechanical, electrical and plumbing components; and
- 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.

☒ I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

Signature of Contractor

November 20, 2020
Date

GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development

INSTRUCTIONS

CERTIFICATION OF OFFEROR 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 OFFEROR (include ZIP Code)
Dannenbaum Engineering Corporation
3100 W. Alabama, Houston, TX 77098

CERTIFICATION BY OFFEROR

Offeror has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.
☒ Yes ☐ No

The undersigned hereby certifies that:

☒ The Section 3 Clause is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFQ proceedings (if contract equals or exceeds $100,000).

☒ The Non-Segregated Facilities clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☒ The Equal Employment Opportunity clause is included in the Solicitation (if contract equals or exceeds $10,000).

☒ The Equal Employment Opportunity for Workers With Disabilities clause is included in the Solicitation.

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) Nick Bokaie, PE

SIGNATURE

11/20/2020
DATE

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

Contractor Name/Business Name: Dannenbaum Engineering Corporation **Date:** 11/20/2020

Authorized Representative Name: Nick Bokaie, PE **Signature:**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Dannenbaum Engineering Corporation

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

N/A

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

N/A

7

Signature of vendor doing business with the governmental entity

November 20, 2021

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

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

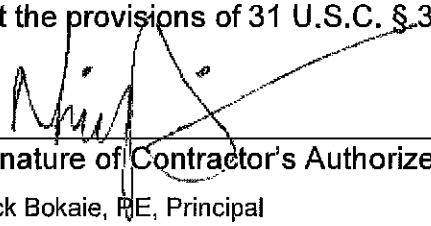
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, Dannenbaum Engineering Corporation, 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.



Signature of Contractor's Authorized Official

Nick Bokaie, PE, Principal

Printed Name and Title of Contractor's Authorized Official

November 20, 2020

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

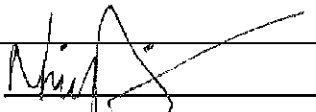
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
X a. contract	X a. bid/offer/application	X a. initial filing
____ b. grant	____ b. initial award	____ b. material change
c. cooperative agreement	c. post-award	
d. loan		
e. loan guarantee		
f. loan insurance		

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
X Prime ____ Sub-awardee Tier____, if Known: Dannenbaum Engineering Corporation 3100 W. Alabama, Houston, TX 77098 **Congressional District, if known:**	**Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: ____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Nick Bokaie, PE **Title:** Principal **Telephone No.:** 713.520.9570 **Date:** 11/20/2020
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Bidder Shall Return Completed Form with Offer.

Local Government Officer
Conflicts Disclosure Statement - OFFICE USE ONLY

N/A

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

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. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual 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 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional 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 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 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 journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in 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

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 1 01 0, 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 sub paragraph (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. §48:Reorg.Plan No. 14 of 1950, 64 Stat. 1267,5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

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

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 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, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

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

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

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

(d) The term *building or work financed in whole or in part by loans or grants from the 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 97, Jan. 4, 1964, as amended at 38 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/esa/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 10186, 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]

§ 3.6 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.

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)

Dannenbaum Engineering Corporation
3100 W. Alabama
Houston, TX 77098

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: N/A

☐ 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) Nick Bokaie, PE - Principal

SIGNATURE DATE 11/20/2020

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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE 11/20/2020
TBD	PROJECT NUMBER (if any) RFQ 20-051/JW
C/O	PROJECT NAME Tayor's Bayou Drainage Improvements CDBG-DR Program Project for Jefferson County

1. The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that: N/A

   (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:
   Dannenbaum Engineering Corporation

   (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
Michel Maksoud, PE, PhD Wayne G. Ahrens, PE	President/CEO Executive Vice President	Address for all Officers:
Christopher Sallese, PMP John (Jack) A. Carter, Jr.	Executive Vice President Executive Vice President	3100 W. Alabama Houston, TX 77098
Alejandro C. Flores, PE, CFM, D.WRE Steve Sheldon, PE	Vice President, H&H Vice President, Land Development	
Betty Lozada Shari Bricarell	Secretary Treasurer	

Officers:

   (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		

Dannenbaum Engineering Corporation

(Contractor)

Date 11/20/2020

By

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Harris)

Suzanne Crumpler, being first duly sworn, deposes and says that:

(1) He/She is Nick Bokaie, PE of Dannenbaum Engineering Corporation, 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 Jefferson County (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) _____
Principal

_____
Title

Subscribed and sworn to me this 20th day of November, 2020

SUZANNE CRUMPLER
NOTARY ID #281987-3
My Commission Expires
July 31, 2022

By: _____
Notary Public

My commission expires July 31, 2022

N/A

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: _____ Contract #:
Project Name: _____

Firm _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ 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: _____ Insert name, address, phone number & email address of person appointed as payroll officer

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Email Address: _____

_____ ⬅
Identifying Signature of Appointee

_____ ⬅ Title: _____ ⬅
Signature of Appointing Officer:

N/A

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.

1. Complainant Information:

Name of Complainant (Person or organization) | Home Phone

Street Address | Work Phone

City, State, Zip code

Email Address:

2. You are: (check all that apply)

- ☐ Low/Very Low Income Person
- ☐ Public Housing Resident
- ☐ HUD Youthbuild Participant
- ☐ A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)
- ☐ Section 3 Business
- ☐ A Representative of a Section 3 Business
- ☐ Other: _____

3. Basis for alleged noncompliance with Section 3:

☐ Denied Training ☐ Denied Employment ☐ Denied Contracting ☐ Other (see below in item 6)

4. Complaint is against: (check one or more boxes)

☐ Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.) ☐ Contractor ☐ Subcontractor ☐ Other (please specify): _____

5. Who is this complaint being filed against?

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

form HUD-958 (5/2016)

N/A

6. 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**
☐ Failed to notify Section 3 businesses about contracting opportunities	☐ Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
☐ Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	☐ Failed to notify potential subcontractors about Section 3 requirements
☐ Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	☐ Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
☐ Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	☐ Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
☐ Failed to award contracts to Section 3 businesses	☐ Failed to ensure that its subcontractors complied with Section 3
☐ Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	☐ Failed to train and/or hire Section 3 residents for new employment opportunities
☐ Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
☐ Failed to notify Section 3 residents about training and/or employment opportunities	☐ Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
☐ Failed to provide priority consideration to Section 3 residents for employment or training opportunities	☐ Failed to award subcontracts to Section 3 businesses
☐ 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	☐ Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
☐ Failed to hire Section 3 residents for new employment opportunities	☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
☐ Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	☐ Other _____
☐ Other _____	

N/A

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

N/A

10. Description of act(s) or incident(s) involving alleged violation of Section 3: Summarize what happened? Attach additional information if necessary	
11. Declaration Statement **I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.**	
Signature	Date

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 (QWHRA); (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 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.

BOSTON REGIONAL OFFICE 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: complaints_office_01@hud.gov *Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont	**FORT WORTH REGIONAL OFFICE** 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: complaints_office_06@hud.gov *Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
NEW YORK REGIONAL OFFICE 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: complaints_office_02@hud.gov *Covers the following states: New Jersey and New York	**KANSAS CITY REGIONAL OFFICE** 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: complaints_office_07@hud.gov *Covers the following states: Iowa, Kansas, Missouri, and Nebraska
PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov *Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia	**DENVER REGIONAL OFFICE** 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: complaints_office_08@hud.gov *Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming

ATLANTA REGIONAL OFFICE 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: complaints_office_04@hud.gov *Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands	**SAN FRANCISCO REGIONAL OFFICE** 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: complaints_office_09@hud.gov *Covers the following states: Arizona, California, Guam, Hawaii, and Nevada
CHICAGO REGIONAL OFFICE 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: complaints_office_05@hud.gov *Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin	**SEATTLE REGIONAL OFFICE** 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: complaints_office_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

§ 135.38 Section 3 clause.

All Section 3 contracts shall include the following clause (referred to as the Section 3 clause):
A. The work 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 of 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 persons(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 subcontracts 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 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 24CFR 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 35.

F. Noncompliance with HUD's regulation 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 (1) 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).

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

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

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

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

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

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

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

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.

Nick Bokaie, PE	
Printed Name of Authorized Representative	Signature
Principal	11/20/2020
Title	Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

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

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

Contractor Name: Dannenbaum Engineering Corporation HUB: p Yes p(No)

Address: 3100 W. Alabama (Street) Houston, (City) TX (State) 77098 (Zip)

Phone (with area code): 713.520.9570 Fax (with area code): 713.533.4111

Project Title & No.: RFQ 20-051/JW, Taylor's Bayou Drainage Improvements CDBG-DR Program Project for Jefferson County

Prime Contract Amount: $ TBD

HUB Subcontractor Name: Tolunay-Wong Engineers, Inc.

HUB Status (Gender & Ethnicity): HUB - Asian / Male

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

Address: 2455 West Cardinal Drive, Ste. A (Street) Beaumont, (City) TX (State) 77705 (Zip)

Phone (with area code): 409.840.4214 Fax (with area code): N/A

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

Description of Subcontract Work to be Performed: Geotechnical engineering, consulting, and testing services

Nick Bokaie, PE		Nov. 18, 2020
Printed Name of Contractor Representative	Signature of Representative	Date
Tyler G. Henneke, P.E. (TWE)		11/18/2020
Printed Name of HUB	Signature of Representative	Date

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

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

Bidder Shall Return Completed Form with Offer.

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL (HMSDC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to remain certified with the HMSDC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HMSDC in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HMSDC and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the HMSDC, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1760409302500**
File/Vendor Number:	**09320**
Approval Date:	**14-NOV-2019**
Scheduled Expiration Date:	**30-NOV-2020**

In accordance with the Memorandum of Agreement between the
HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL (HMSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

TOLUNAY-WONG ENGINEERS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 17-DEC-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: Dannenbaum Engineering Corporation HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 3100 W. Alabama (Street) Houston (City) TX (State) 77098 (Zip)

Phone (with area code): 713.520.9570 Fax (with area code): 713.533-4111

Project Title & No.: Professional Engineering Services for Taylor's Bayou Drainage Improvements - CDBG-DR Program ~~Project for Jefferson County~~ IFB/RFP/RFQ No.: RFQ 20-051/JW

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

Construction HUB Goals: 12.8% MBE:: TBD, N/A % 12.6% WBE: TBD, N/A %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Tolunay-Wong Engineers, Inc.

HUB Status (Gender & Ethnicity): HUB - Asian / Male

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

Address: 2455 West Cardinal Drive, Ste. A (Street) Beaumont (City) TX (State) 77705 (Zip)

Contact person: Tyler G. Henneke, PE Title: Vice President

Phone (with area code): 409.840.4214 Fax (with area code): N/A

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

Description of Subcontract Work to be Performed: Geotechnical engineering, consulting, and testing services

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

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

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

N/A

- ☐ 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: Berg-Oliver Associates, Inc.

Address: 14701 St. Mary's Lane, Ste. 400 (Street) Houston, (City) TX (State) 77079 (Zip)

Contact person: Susan Alford Title: President

Phone (with area code): 281.589.0898 Fax (with area code): N/A

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

Description of Subcontract Work to be Performed: Environmental including permitting, NEPA documentation, and CLOMR/LOMR review

Subcontractor Name: LJA Engineering, Inc.

Address: 2615 Calder Avenue, Ste. 500, (Street) Beaumont, (City) TX (State) 77002 (Zip)

Contact person: Allen Sims, PE Title: Vice President

Phone (with area code): 409.833.3363 Fax (with area code): N/A

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

Description of Subcontract Work to be Performed: Hydraulics & Hydrology

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: LJA Surveying, Inc.

Address: 2615 Calder Avenue, Ste. 500, (Street) Beaumont, (City) TX (State) 77002 (Zip)

Contact person: Allen Sims, PE Title: Vice President

Phone (with area code): 409.833.3363 Fax (with area code): N/A

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

Description of Subcontract Work to be Performed: Survey

Subcontractor Name: Projeplan Engineering Services

Address: 6606 Tara Creek Court, (Street) Sugar Land, (City) TX (State) 77479 (Zip)

Contact person: Ada Lewis Title: Principal

Phone (with area code): 281.404.5529 Fax (with area code): N/A

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

Description of Subcontract Work to be Performed: Section 3 Administraton

(Note that Projeplan is also a HUB firm, but is not one of the firms applied towards meeting any HUB goals for the project)

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

Name (print or type): Nick Bokaie, PE

Title: Principal

Signature:

Date: 11/20/2020

E-mail address: nick.bokaie@dannenbaum.com

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

Name (print or type): Shari Brickarell

Title: Controller

Date: 11/20/2020

E-mail address: shari.bricarell@dannenbaum.com

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

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

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

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

☒ I certify that Dannenbaum Engineering Corporation [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.):	1741554644300
Company Name submitting bid/proposal:	Dannenbaum Engineering Corporation
Mailing address:	3100 W. Alabama, Houston, TX 77098
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
None	None

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

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

Bidder Shall Return Completed Form with Offer.

Required Federal Contract Provisions

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Jefferson County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Jefferson County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party Contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Jefferson County, all contracts made by Jefferson County under the Federal award shall contain provisions covering the following, as applicable.

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility

services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all federal grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's non-compliance with the non-discrimination 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246

of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under
the contract.

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

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

4. DAVIS-BACON ACT

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, Contractors are required to pay wages not less than once a week.

5. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Jefferson County or Texas General Land Office may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the Texas General Land Office.

9. DEBARMENT AND SUSPENSION

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940)
or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Jefferson County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

i. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program

ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide Jefferson County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the Harr Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Jefferson County or Texas General Land Office or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, Jefferson County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the

work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS

"The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

16. NO OBLIGATION BY FEDERAL GOVERNMENT

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

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

18. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability 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 community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity.
A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- **a.** Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- **b.** Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- **c.** Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- **d.** Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
- **e.** Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- **f.** Deny an opportunity to participate in a program or activity as an employee.

19. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Jefferson County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

20. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal

programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);

U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Jefferson County reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Jefferson County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Jefferson County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

22. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

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

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.

1. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

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

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

23. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222- 36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

24. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Jefferson County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment

because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v. Leaves of absence, sick leave, or any other leave.

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

c. Any other term, condition, or privilege of employment. The Contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately-run job service or exchange will satisfy the contractor's listing obligation if the privately-run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor

from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

f. As used in this clause:

i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;(b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively

engaged in its management.

iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

g. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

h. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

j. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

k. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

l. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

m. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

n. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

25. FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

26. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

27. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR/GLO grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR/GLO grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star

for Multifamily High Rise and other applicable green building requirements.

28. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Jefferson County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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

29. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

30. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
c. Assemble in coordination with any other organization in an attempt to fix the price of the work.
d. Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

31. NON-SEGREGATED FACILITIES

"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:
www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

32. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

b. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

c. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate

in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

Contractors who wish to check the status of a firm may visit:
https://comptroller.texas.gov/purchasing/vendor/hub/

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation.

Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching: https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

33. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period.

The disclosure questionnaire must be filed with the Jefferson County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Jefferson County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint-venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Jefferson County.

34. PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Jefferson County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a

rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Jefferson County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Jefferson County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

35. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

36. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:

i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);

ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and

iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

37. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;

iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Jefferson County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

c. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

d. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

38. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of

Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

39. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Jefferson County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Jefferson County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Jefferson County may have in law or equity. Administrative remedies for non- performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Jefferson County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Jefferson County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

40. VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

41. VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Jefferson

County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at https://jeffcotax.com/

set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Jefferson County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

42. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/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 GLO award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's GLO contract with GLO.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED. (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if: (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and (2) the vendor: (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; (B) has given to the local government officer or a family member of the officer one or more gifts that have an	Chapter 176 of the Local Government Code

	aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer. (a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest. (a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code. (b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).	
>$10,000	*(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.* ***Use the following language for contracts > $ 10,000:*** <u>Termination for Cause</u> If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it	2 CFR 200 APPENDIX II(B)

	incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. Termination for Convenience of the City/County City/County may at any time and for any reason terminate Contractor's services and work at City/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. [Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]	
>$50,000	*(A) Contracts for more than $50,000 must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.* ***Use the following language for contracts > $50,000:*** Resolution of Program Non-compliance and Disallowed Costs In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or GLO 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 Agreement 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.	2 CFR 200 APPENDIX II (A)
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on GLO funding. In the event that grant funds are not awarded to the City / County by TDA through the GLO program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:* During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) 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. (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or

	all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no	24 CFR §135.38

	contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	

Construction Contracts

THRESHOLD	PROVISION	CITATION
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*HUD 4010 Federal labor standards provisions include:* 1. *Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)* *See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.*	
>$2,000 (Satisfied with inclusion of HUD 4010)	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)

>$10,000	*(Italics – Explanatory; not contract language)* *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."* *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:* **§60-1.4(b) Equal opportunity clause.** (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:* During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend

	in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]	
≥$100,000	(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts	2 CFR 200 APPENDIX II (E)

(Satisfied with inclusion of HUD 4010)	awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	24 CFR §135.38

	D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
>$150,000	(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to 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).	2 CFR 200 APPENDIX II (G)

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Dannenbaum Engineering Corporation
NAME OF BUSINESS

BY: _____
SIGNATURE

Nick Bokaie, PE, Principal
NAME & TITLE, TYPED OR PRINTED

3100 W. Alabama
MAILING ADDRESS

Houston, TX 77098
CITY, STATE, ZIP CODE

(713) 527.6331
TELEPHONE NUMBER

Sworn to and subscribed before me
this 20th day of
November, 20 20

Suzanne Crumpler
Notary Public

State of Texas

My Commission Expires: July 31, 2022

SUZANNE CRUMPLER
NOTARY ID #281987-3
My Commission Expires
July 31, 2022

Respondent Shall Return Completed Form with Offer.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO RFQ

RFQ Number:	20-051/JW
RFQ Title:	Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant Disaster Recovery (CDBG-DR) Program Project for Jefferson County
RFQ Due:	**11:00 am CT, Wednesday, November 25, 2020**
Addendum No.:	1
Issued (Date):	November 17, 2020

TO RESPONDENT: This Addendum is an integral part of the RFQ package under consideration by you as a Respondent 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 RFQ package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFQ Title, RFQ Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications

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

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

ATTEST:

Witness

Witness

Approved by NB Date: 11/18/2020

Authorized Signature (Respondent)

Principal

Title of Person Signing Above

Nick Bokaie, PE

Typed Name of Business or Individual

3100 W. Alabama, Houston, TX 77098

Address

Addendum No. 1

(RFQ 20-051/JW)
Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant Disaster Recovery (CDBG-DR) Program for Jefferson County

CLARIFICATIONS

Question: The schedule in the RFQ indicates that excavation has already started. Can you confirm and clarify?

Answer: There was some excavation previously performed downstream by the Drainage District, but none directly related to this project has been started.

Question: We think environmental services will be required. Can you please confirm?

Answer: The Grant Administrator for this project (Griffith, Moseley, Johnson & Associates, Inc./ "GMJ") will achieve HUD/GLO Environmental Clearance and NEPA Review. Any special service such as biology assessment, wetland delineation, or archeology study would be performed by the engineer.

Question: Do the Vendor References pertain to all team members or just the Prime Consultant?

Answer: References are to be for the primary respondent to this Request for Statements of Qualification. However, you must meet but are not limited to that format.

Question: Are there page limits? Is a particular font size required?

Answer: There is no page limit for responses, but the County does encourage that respondents keep the response to the required documentation & any supporting information that reflects your firm is "the most qualified" respondent for this particular project. There is no required font size.

Question: Is there a Section 3 provider firm requirement for the submittal?

Answer: The Texas General Land Office (GLO) requires Section 3. (The County's Section 3 policy is posted on the County website.) The Grant Administrator (GMJ) will monitor for compliance.

Question: Please provide a list of the forms required to be submitted with the Statement of Qualifications.

Answer: Per the submission requirements, all response copies (originals and copies) are to include a full copy of the RFP specifications packet in its entirety and any/all addendum issued.

Any page/form that requires information to be completed should be included – since you are submitting a whole copy of the specifications. If a form/page is non-applicable to your firm, please indicate so on that page (Note "N/A" or "Not Applicable").

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: June 2, 2021

Re: Disposal of Expired Ballistic Vests

Consider and possibly approve disposition of expired Ballistic Vests. Fiber Brokers International, LLC will dispose the vests as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

741

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 06/02/2021

Department: JCSO-Jail

Contact Person: Charlie Chance

Phone: 409-720-4036

Fax: 406-720-4031

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
See Spreadsheet	See Spreadsheet	N/A	Expired Vests

Expired Ballistic Vests		
SN: Back	SN: Front	Expiration
150000364657	Unreadable	2020
150000364525	150000364531	2020
130003082852	130003082842	2018
140000862674	Unreadable	2019
150000364546	Unreadable	2020
RC539382	RC516292	2012
918127	918127	2004
Unreadable		2017
120000287974	120000962537	2017
593595	593595	2014
8530	8530	2015
27091	27091	2016
2181-2	2181-1	2008
77944	77944	1999
120000962569		2012
130003547834	130000108960	2018
140001222352		2019
1109889	1109888	2007
RC516292	RC539382	2012
19101		1997
6021527	6021526	2011
9802	9802	2015
7113503	7113502	2012
120000949333	120000949323	2017
150000281798	150000364552	2020
120000579061	120001208088	2017
150000025202	150000025205	2020
130003167795	130003167788	2018
RC244319	RC244319	2007
150000281742	Unreadable	2020
120000579051	120000579066	2017
120000579041	120000579055	2017
140000047463	140000047461	2019
120000435914	120000435985	2017
120001208133	120000579047	2017
581443	581443	2014
130003315312	130003315314	2018
140000839005	140000839001	2019
150000418242	150000281776	2020
150000041406	150000041404	2020
6021502	6021503	2011
8000270225	80000270223	2013
140000784994	140000784995	2019
130003478108	130003478107	2018

160000403709	160000403712	2021
160000051009	160000051012	2021
27086	27086	2016
30548	30548	2016
S60000054703	160000403710	2021
10776	10776	2015
140000047464	140000047460	2019
140000334103	140000334096	2019
140000839002	140000838998	2019
150000364562	150000418444	2020
150000722549	150000722611	2020
150000364564		2020
140000334088	140000157165	2019
130003184581	130000126175	2018
140000157162	140000334087	2019
Unreadable	Unreadable	Unreadable
130003167789	130003048688	2018
120000579058	120000579044	2017
120000579056	120000579042	2017
130003547832	130003048687	2018
130003184579	130003167797	2018
RC543103	RC543103	2013
130000188776	130000108979	2018
130000126239	130000188758	2018

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 1st day of June, 2021, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following resolution was adopted.

WHEREAS, Eddie J. Collins, has devoted 28 years and 4 months of service, Jefferson County with pride and professionalism; and

WHEREAS, Eddie J. Collins, has served dutifully, dedicated his time and pledged his services as a Peace officer in Jefferson County Constable's Office; and

WHEREAS, Eddie J. Collins, has pledged his services as a Constable, making an outstanding contribution to law enforcement in Jefferson County, serving as a Peace Officer.

WHEREAS, Eddie J. Collins, received Awards, Certificates, and employed in Law Enforcement 44 years. This includes 16 years Port Arthur Police Department and 28 years with Jefferson County Constable Pct. 8 Office

WHEREAS, Eddie J. Collins, having made a significant contribution to the Jefferson County Constable's Office, **Eddie J. Collins,** is recognized for this unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **Eddie J. Collins** for his dedicated service as an valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 8th day of June 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Jefferson County Courthouse
1149 Pearl St., 4th Floor
Beaumont, Texas 77701

Office (409) 835-8442
Fax (409) 835-8628
vpierce@co.jefferson.tx.us

Vernon Pierce
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: **Fran Lee, Auditing**

FROM: **Ann Shorts, Pct. #1 Road and Bridge**

DATE: **05-27-2021**

RE: **Budget Transfer Rental Equipment**

	Rental Equipment				
Transfer to Acct. #	111-0102-431-50-53	Rental - Equipment		$11,000	
Transfer from Acct.#	111-0101-431-10-09	Foreman			$ 4,000
Transfer from Acct.#	111-0102-431-20-03	Employee Insurance			$ 4,000
Transfer from Acct.#	111-0102-431-20-01	FICA			$ 3,000

Please put this on the agenda for Tuesday June 8, 2021, for Court's approval.

Thank you,

Pct. #1 Road and Bridge

Jefferson County Courthouse
1149 Pearl St., 4th Floor
Beaumont, Texas 77701

Office (409) 835-8442
Fax (409) 835-8628
vpierce@co.jefferson.tx.us

Vernon Pierce
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: **Fran Lee, Auditing**

FROM: **Ann Shorts, Pct. #1 Road and Bridge**

DATE: **05-27-2021**

RE: **Budget Transfer**

	Road Materials				
Transfer to Acct. #	111-0102-431-30-01	Asphalt		55,000	
Transfer from Acct.#	111-0101-431-20-03	Employees Insurance			17,000
Transfer from Acct.#	111-0102-431-10-09	Foreman			5,000
Transfer from Acct.#	111-0102-431-10-28	Laborers			28,000
Transfer from Acct.#	111-0102-431-20-02	Employees Retirement			5,000

Please put this on the agenda for Tuesday June 8, 2021, for Court's approval.

Thank you,

Pct. #1 Road and Bridge

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	558.35	483262	
DAWN DONUTS	52.50	483341	
			610.85**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	3,854.86	483205	
RB EVERETT & COMPANY, INC.	5,216.10	483225	
KINSEL FORD, INC.	5.91	483233	
MUNRO'S	33.10	483238	
ADVANCE AUTO PARTS	397.47	483320	
GULF COAST	531.00	483358	
			10,038.44**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	441.00	483211	
CITY OF NEDERLAND	64.36	483215	
ENTERGY	163.36	483231	
MID-COUNTY ALTERNATOR	125.00	483237	
MUNRO'S	40.00	483238	
NOACK LOCKSMITH	12.00	483239	
VULCAN MATERIALS CO.	45,255.90	483265	
W. JEFFERSON COUNTY M.W.D.	27.67	483266	
ASCO	238.60	483322	
MARTIN MARIETTA MATERIALS	211.14	483338	
WAUKESHA-PEARCE INDUSTRIES LLC	662.35	483345	
CY-FAIR TIRE	2,348.50	483357	
GULF COAST	1,050.93	483358	
BASE-SEAL INTERNATIONAL INC	6,050.00	483359	
			56,690.81**
ROAD & BRIDGE PCT. # 3			
ENTERGY	407.78	483231	
MUNRO'S	23.85	483238	
OFFICE DEPOT	59.50	483241	
PHILPOTT MOTORS, INC.	697.86	483242	
S.E. TEXAS BUILDING SERVICE	43.33	483250	
W. JEFFERSON COUNTY M.W.D.	30.24	483266	
SOUTHERN TIRE MART, LLC	37.00	483269	
PATHMARK TRAFFIC PRODUCTS OF TEXAS	796.00	483288	
ALL SERV INDUSTRIAL LLC	31.76	483306	
NORTHERN TOOL AND EQUIPMENT	306.98	483312	
FELIX AAA AUTO & TRUCK PARTS LLC	66.66	483340	
			2,500.96**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	4,073.06	483205	
AUDILET TRACTOR SALES	362.90	483207	
ENTERGY	957.22	483231	
MUNRO'S	291.07	483238	
VULCAN MATERIALS CO.	36,175.85	483265	
W. JEFFERSON COUNTY M.W.D.	133.89	483266	
ROSS RIDGE SAND COMPANY LP	288.00	483303	
PETROLEUM MATERIALS LLC	82.73	483330	
TRANSIT & LEVEL CLINIC LLC	50.00	483342	
O'REILLY AUTO PARTS	437.38	483349	
			42,852.10**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.60	483278	
			1.60**
PARKS & RECREATION			
ENTERGY	122.90	483231	
AT&T	31.38	483252	
W. JEFFERSON COUNTY M.W.D.	61.35	483266	
LOWE'S HOME CENTERS, INC.	106.81	483286	
			322.44**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	712.85	483241	
ACE IMAGEWEAR	38.61	483248	
AT&T	118.95	483252	
UNITED STATES POSTAL SERVICE	768.68	483278	
			1,639.09*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	16.49	483278	
			16.49*
AUDITOR'S OFFICE			
OFFICE DEPOT	55.21	483241	
UNITED STATES POSTAL SERVICE	19.45	483278	
			74.66*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	239.64	483278	
			239.64*
COUNTY JUDGE			
TEXAS COUNTY PROGRESS	80.00	483206	
OFFICE DEPOT	284.02	483241	
UNITED STATES POSTAL SERVICE	1.79	483278	
BRENDA GAYLE THIBEAUX	500.00	483367	
			865.81*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.51	483278	
			.51*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	114.12	483278	
			114.12*
PRINTING DEPARTMENT			
W.W. GRAINGER, INC.	215.98	483229	
CIT TECHNOLOGY FINANCING SERVICE	499.00	483304	
LINDENMEYR MUNROE	814.84	483365	
BOSWORTH PAPERS	2,504.50	483366	
			4,034.32*
PURCHASING DEPARTMENT			
OFFICE DEPOT	66.02	483241	
UNITED STATES POSTAL SERVICE	119.59	483278	
			185.61*
GENERAL SERVICES			
GARTH HOUSE	60,000.00	483228	
CASH ADVANCE ACCOUNT	50.00	483232	
TIME WARNER COMMUNICATIONS	636.68	483257	
ADVANCED STAFFING	97.50	483270	
SPOK INC	3.00	483331	
			60,787.18*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	159.90	483271	
SPOK INC	12.31	483331	
PROGRESS SOFTWARE CORPORATION	4,868.75	483356	
			5,040.96*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	184.44	483278	
			184.44*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	81.43	483278	
			81.43*
DISTRICT ATTORNEY			
STATE BAR OF TEXAS	6,044.00	483253	
JAMES ARCENEAUX	16.02	483275	
UNITED STATES POSTAL SERVICE	130.97	483278	
			6,190.99*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	537.01	483278	
TINA CLUBB	167.98	483339	
			704.99*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.94	483278	
			.94*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	23.80	483278	
			23.80*
60TH DISTRICT COURT			
OFFICE DEPOT	6.06	483241	
SIERRA SPRING WATER CO. - BT	45.90	483281	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	483334	
			110.84*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.43	483278	
			.43*
172ND DISTRICT COURT			
DELL MARKETING L.P.	1,168.00	483220	
			1,168.00*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	483264	
CHARLES ROJAS	8,750.00	483272	
UNITED STATES POSTAL SERVICE	31.37	483278	
ALLEN PARKER	8,750.00	483307	
BRITTANIE HOLMES	8,750.00	483318	
			35,031.37*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	350.00	483245	
TEXAS ASSN. FOR COURT ADMINISTRATIO	350.00	483255	
LEXIS-NEXIS	80.00	483279	
JOEL WEBB VAZQUEZ	100.00	483292	
THOMSON REUTERS-WEST	200.00	483324	
WILLIAM FORD DISHMAN	200.00	483326	
MATUSKA LAW FIRM	100.00	483329	
LAW OFFICE OF J SCOTT FREDERICK	200.00	483335	
			1,580.00*
317TH DISTRICT COURT			
ANITA F. PROVO	400.00	483244	
GLEN M. CROCKER	1,050.00	483283	
DONEANE E. BECKCOM	900.00	483285	
MATUSKA LAW FIRM	325.00	483329	
ALICIA K HALL PLLC	150.00	483362	
			2,825.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.34	483278	
			31.34*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	256.89	483278	
			256.89*
JUSTICE COURT-PCT 4			
US POSTAL SERVICE	800.00	483284	
			800.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	79.29	483278	
			79.29*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT	15.99	483241	
UNITED STATES POSTAL SERVICE	1.71	483278	
SIERRA SPRING WATER CO. - BT	51.92	483280	
			69.62*
COUNTY COURT AT LAW NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
DELL MARKETING L.P.	3,700.00	483220	
A. MARK FAGGARD	250.00	483226	
MARVA PROVO	250.00	483243	
NATHAN REYNOLDS, JR.	300.00	483245	
UNITED STATES POSTAL SERVICE	14.55	483278	
SHI GOVERNMENT SOLUTIONS, INC.	1,054.32	483282	
LAW OFFICE OF CHARLES MCINTOSH	250.00	483361	
			5,818.87*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	250.00	483210	
A. MARK FAGGARD	250.00	483226	
MARVA PROVO	500.00	483243	
UNITED STATES POSTAL SERVICE	10.27	483278	
THE MAYO LAW FIRM PLLC	250.00	483344	
			1,260.27*
COURT MASTER			
KENT W JOHNS	500.00	483310	
			500.00*
MEDIATION CENTER			
OFFICE DEPOT	577.68	483241	
SOUTHEAST TEXAS WATER	63.00	483251	
UNITED STATES POSTAL SERVICE	4.01	483278	
			644.69*
COMMUNITY SUPERVISION			
CDW COMPUTER CENTERS, INC.	231.86	483271	
			231.86*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	38.16	483215	
EQUINE MEDICINE & SURGERY	410.30	483224	
AT&T	368.38	483252	
UNITED STATES POSTAL SERVICE	593.07	483278	
RITA HURT	275.00	483314	
GALLS LLC	605.80	483336	
RWB TOOLS, LLC	162.00	483353	
			2,452.71*
CRIME LABORATORY			
FED EX	66.92	483227	
CLINIQA CORPORATION	505.50	483294	
			572.42*
JAIL - NO. 2			
AT&T	1,060.97	483252	
CONSTELLATION NEWENERGY - GAS DIVIS	1,862.89	483321	
			2,923.86*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	16.96	483278	
LYNN BIERHALTER	67.20	483298	
TANISHA GRIFFIN	92.40	483333	
ROXANA MITCHELL	141.12	483337	
US FLAG AND FLAGPOLE SUPPLY	627.83	483348	
TRISH DAVIS	89.60	483351	
			1,035.11*
JUVENILE DETENTION HOME			
AT&T	715.79	483252	
			715.79*
CONSTABLE PCT 1			
OFFICE DEPOT	220.94	483241	
UNITED STATES POSTAL SERVICE	76.92	483278	
			297.86*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	3.85	483278	
			3.85*
AGRICULTURE EXTENSION SVC			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	143.93	483241	
			143.93*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	11,570.00	483208	
UNITED STATES POSTAL SERVICE	46.21	483278	
NUANCE COMMUNICATIONS, INC	118.50	483355	
			11,734.71*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	4,500.00	483209	
CLAYBAR FUNERAL HOME, INC.	3,120.00	483217	
CLAYTON THOMPSON FUNERAL HOME	1,500.00	483218	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	483230	
TIME WARNER COMMUNICATIONS	147.91	483258	
MELANCON'S FUNERAL HOME	3,000.00	483309	
NUANCE COMMUNICATIONS, INC	118.50	483355	
			13,886.41*
ENVIRONMENTAL CONTROL			
AT&T	35.65	483252	
			35.65*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	23,927.68	483325	
			23,927.68*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	472.52	483213	
BILL CLARK BUGSPERTS	657.00	483216	
ECOLAB	209.95	483222	
ENTERGY	385.90	483231	
OFFICE DEPOT	43.98	483241	
RALPH'S INDUSTRIAL ELECTRONICS	193.70	483246	
SANITARY SUPPLY, INC.	353.94	483247	
ACE IMAGEWEAR	203.70	483248	
AT&T	1,090.19	483252	
TIME WARNER COMMUNICATIONS	284.79	483260	
WORTH HYDROCHEM	265.00	483268	
OTIS ELEVATOR COMPANY	6,074.00	483289	
CENTERPOINT ENERGY RESOURCES CORP	646.14	483297	
			10,880.81*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	701.52	483214	
TEXAS GAS SERVICE	673.06	483287	
			1,374.58*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	114.48	483215	
ENTERGY	334.27	483231	
ACE IMAGEWEAR	126.75	483248	
AT&T	719.92	483252	
W. JEFFERSON COUNTY M.W.D.	48.93	483266	
LOWE'S HOME CENTERS, INC.	25.81	483286	
A1 FILTER SERVICE COMPANY	99.50	483313	
			1,469.66*
SERVICE CENTER			
CHUCK'S WRECKER SERVICE	150.00	483212	
MUNRO'S	254.76	483238	
PHILPOTT MOTORS, INC.	194.24	483242	
JEFFERSON CTY. TAX OFFICE	7.50	483273	
JEFFERSON CTY. TAX OFFICE	7.50	483274	
PETROLEUM SOLUTIONS, INC.	1,388.17	483291	
BUMPER TO BUMPER	483.56	483295	
MIGHTY OF SOUTHEAST TEXAS	1,040.70	483311	
EASTEX PRESSURE WASHERS	462.15	483315	
			3,988.58*
			206,037.06**
MOSQUITO CONTROL FUND			
MUNRO'S	85.34	483238	

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	35.65	483252	
TRIANGLE ENGINE DIST.	105.60	483261	
UNITED PARCEL SERVICE	13.32	483263	
TARGET SPECIALTY PRODUCTS	22,554.00	483346	
O'REILLY AUTO PARTS	15.87	483349	
CY-FAIR TIRE	73.50	483357	
			22,883.28**
FEMA EMERGENCY			
VULCAN MATERIALS CO.	9,043.97	483265	
INDUSTRIAL & COMMERCIAL MECHANICAL	8,612.41	483316	
			17,656.38**
J.C. FAMILY TREATMENT			
KELLY WEBSTER	47.97	483300	
MARY BEVIL	1,204.50	483360	
			1,252.47**
LAW LIBRARY FUND			
LEXIS-NEXIS	401.00	483279	
			401.00**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	112.57	483259	
			112.57**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	324.71	483241	
CDW COMPUTER CENTERS, INC.	200.88	483271	
UNITED STATES POSTAL SERVICE	83.61	483278	
REDWOOD TOXICOLOGY LABORATORY	419.20	483301	
			1,028.40**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	764.05	483213	
KOMMERCIAL KITCHENS	207.50	483234	
MARKET BASKET	39.82	483235	
KIM MCKINNEY, LPC, LMFT	225.00	483236	
SYSCO FOOD SERVICES, INC.	689.41	483254	
VINCENT'S A/C	195.53	483276	
BEN E KEITH FOODS	986.41	483290	
CENTERPOINT ENERGY RESOURCES CORP	227.40	483297	
MATERA PAPER COMPANY INC	434.02	483323	
SPOK INC	16.71	483331	
GLOBAL TEL*LINK CORP	1,000.00	483332	
			4,785.85**
LAW OFFICER TRAINING GRT			
OFFICE DEPOT	556.60	483241	
			556.60**
REGIONAL COMM. SAVNS			
APPRISS SAFETY	7,530.63	483293	
			7,530.63**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	4,420.00	483220	
			4,420.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	81.65	483213	
MUNRO'S	37.10	483238	
OFFICE DEPOT	231.78	483241	
TIME WARNER COMMUNICATIONS	120.58	483256	
UNITED STATES POSTAL SERVICE	2.40	483278	
TEXAS TRAVEL ALLIANCE	975.00	483364	
			1,448.51**
CAPITAL PROJECTS FUND			
SE TEX CONSTRUCTION CORPORATION	7,162.62	483299	
			7,162.62**
AIRPORT FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	328.24	483215	
COASTAL WELDING SUPPLY	12.00	483219	
DYNAMIC POWER SYSTEM, INC.	15.13	483221	
EASTEX RUBBER & GASKET	157.32	483223	
W.W. GRAINGER, INC.	177.80	483229	
MUNRO'S	81.65	483238	
SHERWIN-WILLIAMS	171.89	483249	
S.E. TEXAS BUILDING SERVICE	4,246.66	483250	
WHITE TUCKER COMPANY INC	170.00	483267	
UNITED STATES POSTAL SERVICE	1.02	483278	
LOWE'S HOME CENTERS, INC.	316.52	483286	
MODERN AG PRODUCTS LTD	880.16	483302	
ROBERT'S TEXACO XPRESS LUBE	7.00	483305	
INDUSTRIAL DISPOSAL SUPPLY CO	84.03	483308	
CRAWFORD ELECTRIC SUPPLY COMPANY	61.10	483319	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	3.76	483327	
GALLS LLC	115.38	483336	
EAGLE PUMP & METERS INC	1,074.25	483343	
TITAN AVIATION FUELS	50,934.58	483350	
THE HOME DEPOT PRO	1,503.03	483354	
			60,341.52**
AIRPORT IMPROVE. GRANTS			
KSA ENGINEERS INC	43,363.15	483363	
			43,363.15**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	57,444.44	483347	
NEUROMUSCULAR CORPORATE SOLUTIONS	13,950.00	483352	
			71,394.44**
LIABILITY CLAIMS ACCOUNT			
CHRISTOPHER COMALANDER	5,199.23	483368	
			5,199.23**
SHERIFF'S FORFEITURE FUND			
O'REILLY AUTO PARTS	17.99	483349	
			17.99**
J C ASSISTANCE DISTRICT 4			
ENTERGY	8.76	483231	
			8.76**
GUARDIANSHIP FEE			
JOSHUA C HEINZ	300.00	483317	
			300.00**
MARINE DIVISION			
CITY OF NEDERLAND	20.90	483215	
INTERCONTINENTAL JET CORP	908.40	483296	
AERO PERFORMANCE	55.06	483328	
			984.36**
			569,902.02***

PROCLAMATION

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 8th day of June, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Proclamation was adopted:

ELDER ABUSE PREVENTION AWARENESS MONTH

WHEREAS, people who are elderly or have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Caseworkers in Jefferson County have completed 1,073 investigations of which **671** cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in **2020**; and

WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

NOW, THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim the month of June 2021 to be Elder Abuse Prevention Month in Jefferson County and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Signed this 8 of June 2021.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, June 01, 2021 11:04 AM
To: 'Michael Sinegal'
Cc: vpierce@co.jefferson.tx.us; 'dbush@co.jefferson.tx.us'; 'Commissioner Alfred' (ealfred@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); 'mfalgout@co.jefferson.tx.us'; 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; 'bobs@access-surveyors.com'
Subject: Minor Plat of Cecile Estates
Attachments: Minor Plat of Cecile Estates_CC.pdf

Good morning Commissioner Sinegal,

Attached is a PDF of a Minor Plat of Cecile Estates, 17.175 acres lying in the B.A. Vacocu Survey, Abstract No.53, Jefferson County. Located off of Shellhammer Road and Englin Roadin 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 Tuesday, June 8th , 2021.

If you have any questions please contact either Michelle or myself.

Pepe Dominguez

Pepe Dominquez
Jefferson County Engineering
1149 Pearl 5th Floor
Beaumont, TX 77701
Offc. 409 835-8584
Fax. 409 835-8718
email: peped@co.jefferson.tx.us

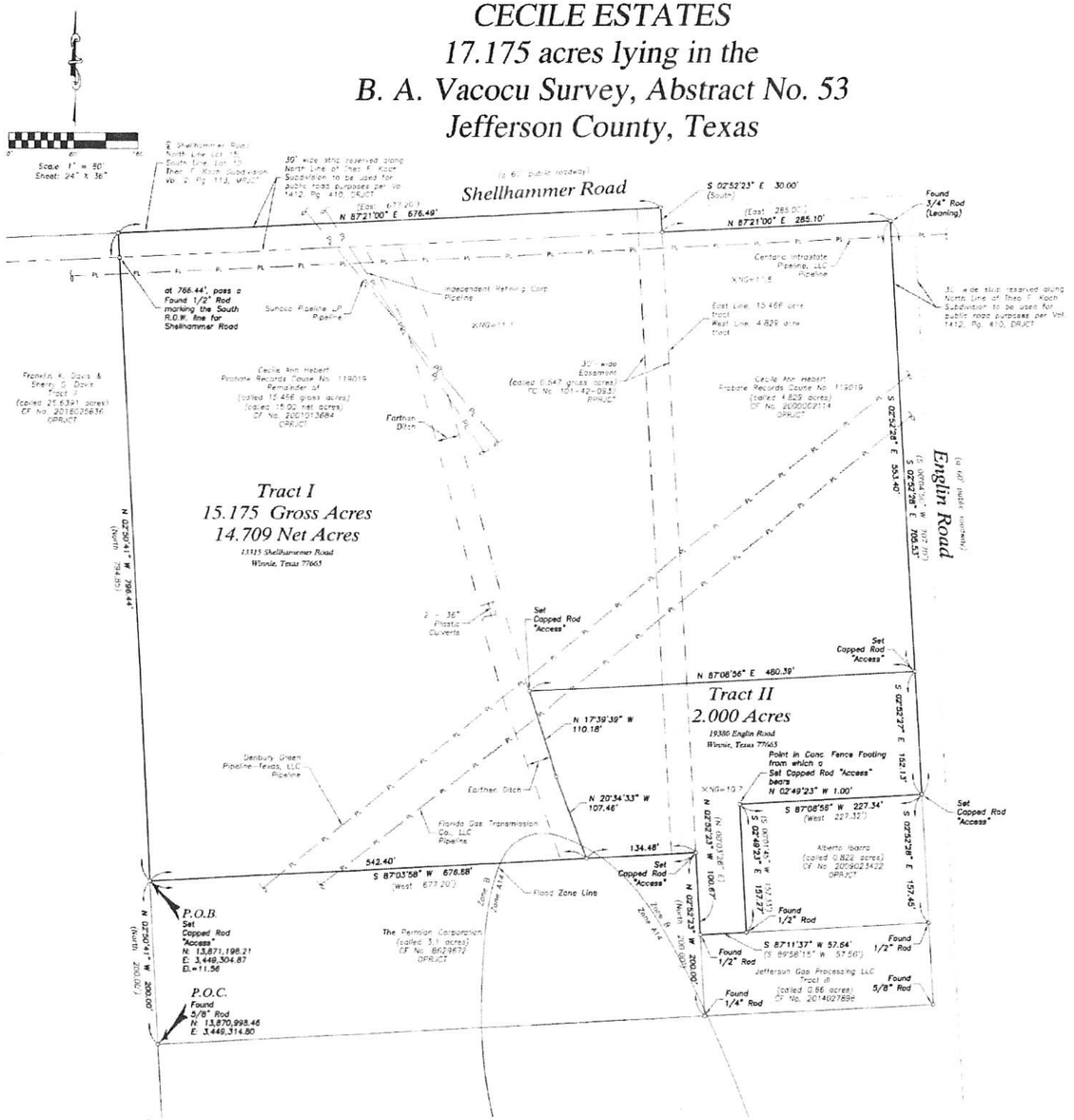
State of Texas, County of Jefferson

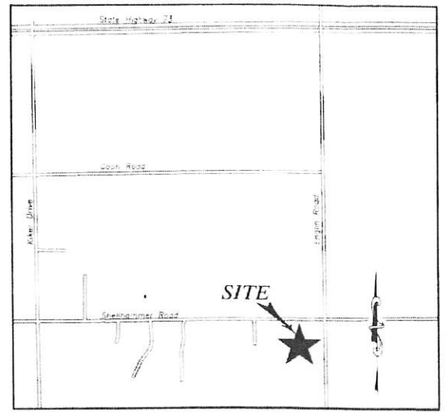
I, _____, County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on _____, 2021, in County Clerk's File No._____ Jefferson County Plat Records.

County Clerk, Jefferson County, Texas

By:_____, Deputy

MINOR PLAT of CECILE ESTATES 17.175 acres lying in the B. A. Vacocu Survey, Abstract No. 53 Jefferson County, Texas





Vicinity Map
(Not to Scale)

Surveyor's Certificate:

I, Scott N Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the Subdivision regulations of Jefferson County, Texas.

Scott N. Brackin
Registered Professional Land Surveyor No. 6650

STATE OF TEXAS REGISTERED SCOTT N BRACKIN 6650 PROFESSIONAL LAND SURVEYOR

Ownership Certificate:

State of Texas
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Cecile Ann Hebert, Independent Executrix of the Will and Estate of Gerald Lee Hebert as recorded in Probate Records Cause No. 119019 dated June 6, 2019, being the owner of the remainder of that certain called 15.466 acre tract of land described County Clerk's File No. 2001013684, Official Public Records, Jefferson County and that certain called 4.829 acre tract of land described in County Clerk's File No. 2000002114, Official Public Records, Jefferson County, Texas.

Texas, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 25 day of May 2021.

Cecile Ann Hebert
Cecile Ann Hebert, OWNER

State of Texas
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Cecile Hebert known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 25 day of May 2021.

By:_____
Notary public in and for the state of Texas

BRITTANY DIANE HOKE Notary ID #132448151 My Commission Expires December 13, 2024

Certificate of County Approval:

Approved by the Commissioners Court of Jefferson County, Texas of the _____ day of _____ 2021, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, road, drainage or any other improvements.

_____ 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 Judge Jefferson County, Texas

Certificate of County Director of Engineering:

I, _____ Director of Engineering of Jefferson County, Texas do hereby certify that this plat complies with all existing rules and regulations of this office as adopted by the commissioner's court of Jefferson County, Texas.

_____

FIELD NOTE DESCRIPTION – 17.175 ACRES

BEING a 17.175 acre tract of land lying in the B. A. Vacocu Survey, Abstract No. 53 Jefferson County, Texas, being out of and a portion of Lot 15, Theo F. Koch Subdivision, map or record in Volume 2, Page 113, Map Records, Jefferson County, Texas, being out of and a portion of that certain called 15.466 acre tract of land described in an instrument to Gerald Hebert and Cecile Hebert of record in County Clerk's File No. 2001013684, Official Public Records, Jefferson County, Texas, and being all of that certain called 4.829 acre tract of land described in an instrument to Gerald Hebert and Cecile Hebert of record in County Clerk's File No. 2000002114 of said Official Public Records, said 17.175 acres being more particularly described by metes and bounds as follows:

Note: All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone with a scale factor of 0.99989733.

COMMENCING at a 5/8-inch iron rod found marking the East line of that certain called 25.6391 acre tract of land designated as Tract I in an instrument to Franklin K. Davis and Sherry G. Davis of record in County Clerk's File No. 2016025636 of said Official Public Records, the Southwest corner of that certain called 3.1 acre tract of land described in an instrument to The Permian Corporation of record in County Clerk's File No. 8629672 of said Official Public Records, same being the Southwest corner of said 15.466 acre tract, said iron rod having a Texas State Plane Coordinate Value of N. 13,870,998.46, E. 3,449,314.80;

THENCE N 02°50'41" W (called North) with the East line of said 25.6391 acre tract, the West line of said 3.1 acre tract, and the West line of said 15.466 acre tract a distance of 200.00 feet to a capped iron rod stamped "Access Surveyors" set marking the East line of said 25.6391 acre tract, the Northwest corner of said 3.1 acre tract, the West line of said 15.466 acre tract, and being the POINT OF BEGINNING and Southwest corner of the herein described tract, said iron rod having a Texas State Plane Coordinate Value of N. 13,871,198.21, E. 3,449,304.87;

THENCE N 02°50'41" W (called North) with the East line of said 25.6391 acre tract, the West line of said 15.466 acre tract, and the West line of the herein described tract, at 766.44 feet passing a 1/2-inch iron rod found marking the South right of way line of Shellhammer Road (a 60-foot public roadway) and continuing a total distance of 798.44 feet (called 794.85 feet) to a point lying in the in the centerline of said Shellhammer Road, the South line of Lot 10 of said Theo F. Koch Subdivision, the North Line of said Lot 15, for the Northeast corner of said 25.6391 acre tract, the Northeast corner of said 15.466 acre tract, and being the Northwest corner of the herein described tract,

THENCE N 87°21'00" E (called East) with the centerline of said Shellhammer Road, the South line of said Lot 10, the North Line of said Lot 15, the North line of said 15.466 acre tract, and the Westernmost North line of the herein described tract a distance of 676.49 feet (called 677.20 feet) to a point lying in the centerline of said Shellhammer Road, the South line of said Lot 10, the North Line of said Lot 15, for the Northeast corner of said 15.466 acre tract, and being the Northernmost Northeast corner of the herein described tract,

THENCE S 02°52'23" E (called South) with the East line of said 15.466 acre tract and the Northernmost East line of the herein described tract a distance of 30.00 feet to a point lying in the South right of way line of said Shellhammer Road, the East line of said 15.466 acre tract, for the Northwest corner of said 4.829 acre tract, and being an interior angle point of the herein described tract,

THENCE N 87°21'00" E (called East) with the South right of way line of said Shellhammer Road, the North line of said 4.829 acre tract, and the Easternmost North line of the herein described tract a distance of 285.10 feet to a 3/4-inch iron rod (leaning) found marking the intersection of the South right of way line of said Shellhammer Road with the West right of way line of Englin Road (a 60-foot public roadway), the Northeast corner of said 4.829 acre tract, and being the Easternmost Northeast corner of the herein described tract,

THENCE S 02°52'28" E (called S 00°04'50" W) with the West right of way line of said Englin Road, the East line of said 4.829 acre tract, and the Easternmost East line of the herein described tract a distance of 705.53 feet (called 707.70 feet) to a capped iron rod stamped "Access Surveyors" set marking the West right of way line of said Englin Road, the Northeast corner of that certain called 0.822 acre tract of land described in an instrument to Alberto Ibarra of record in County Clerk's File No. 2009023422 of said Official Public Records, the Easternmost Southeast corner of said 4.829 acre tract, and being the Easternmost Southeast corner of the herein described tract;

THENCE S 87°08'56" W (called West) with the North line of said 0.822 acre tract, a South line of said 4.829 acre tract, and a South line of the herein described tract a distance of 227.34 feet to a point lying in a concrete fence footing for the Northwest corner of said 0.822 acre tract, an interior angle point of said 4.829 acre tract, and being an interior angle point of the herein described tract, from which a capped iron rod stamped "Access Surveyors" set for reference bears N 02°49'23" W a distance of 1.00 feet;

THENCE S 02°49'23" E (called S 00°01'45" W) with the West line of said 0.822 acre tract, an East line of said 4.829 acre tract, and an East line of the herein described tract a distance of 157.27 feet (called 157.33') to a 1/2-inch iron rod found marking the North line of that certain called 0.66 acre tract of land designated as Tract III in an instrument to Jefferson County Processing LLC of record in County Clerk's File No. 2014027898 of said Official Public Records, the Southwest corner of said 0.822 acre tract, an exterior angle point of said 4.829 acre tract, and being an exterior angle point of the herein described tract,

THENCE S 87°11'37" W (called S 89°58'15" W) with the North line of said 0.66 acre tract, a South line of said 4.829 acre tract, and a South line of the herein described tract a distance of 57.64 feet (called 57.56 feet) to a 1/2-inch iron rod found marking the East line of said 3.1 acre tract, the Northwest corner of said 0.66 acre tract, the Southwest corner of said 4.829 acre tract, and being an exterior angle point of the herein described tract,

THENCE N 02°52'23" W (called North) with the East line of said 3.1 acre tract, the West line of said 4.829 acre tract, and an East line of the herein described tract a distance of 100.67 feet to a capped iron rod stamped "Access Surveyors" set marking the Northeast corner of said 3.1 acre tract, the West line of said 4.829 acre tract, and being an interior angle point of the herein described tract;

THENCE S 87°03'58" W (called West) with the North line of said 3.1 acre tract and a South line of the herein described tract a distance of 676.88 feet (called 677.20 feet) to the POINT AND PLACE OF BEGINNING, containing in area, 17.175 gross acres of land, more or less, there being 16.709 net acres of land and 0.466 acre of land located in the said 80-foot right of way for Shellhammer Road.

Surveyor's Notes:

1. This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.
2. All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone with a scale factor of 0.99989733.
3. All elevations are NAVD88 (calculated using Geoid 18), based on RTK GNSS observation and tied to Trimble's VRS Network.
4. According to Fema's Flood Insurance Rate Map No. 48245C 0375 B, Dated June 1, 1983, the subject property is located in Flood Zone "A14" and Flood Zone "B".
5. Pipeline locations and ownership shown are based on a combination of pipeline markers observed on the ground and the Texas Railroad Commission public GIS data.
6. Not all improvements, utilities, water features, and pipelines are shown hereon.
7. All set iron rods have a plastic cap stamped "ACCESS SURVEYORS"
8. Bearings and distances shown in parenthesis denote record information

Development Regulations Notes:

No construction or other development within this plat may begin until all Jefferson County development requirements have been met.

School District Note:
This minor plat is within the boundaries of the Hamshire - Fannett ISD

Utility Notes:
Electric Utility Service will be provided by: Entergy Texas
Telephone utility service will be provided by: UNKNOWN
Gas utility service will be provided by: N/A
Water utility service will be provided by: N/A
Sewer utility service will be provided by: N/A
Cable utility service will be provided by: UNKNOWN

Sewage Disposal Note:
No structure in this subdivision 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 Note:
No structure in this subdivision shall be occupied until connected to a public water supply, state approved community water system or approved private water system.

ACREAGE SUMMARY

17.175 = Gross Acreage
0.466 = Acreage in Shellhammer R.O.W.
16.709 = Net Acreage

○ = Point For Corner unless otherwise noted

Required Clear Space for an On Site Sewage Facility (OSSF)

Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms, < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms, < 3000 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms, < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms, < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms, < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

Access Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122

Permit No. 11-4-21

Precinct No. 2

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

Date 05/26/2021

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of FIBER OPTIC CABLE, location of which is fully described as follows: STARTING FROM THE EXISTING AT&T CABINET (29.98437126248637, -94.00186740573695) BORE APROX. 55' NORTH EAST ACROSS N PETERSON ST TO EXISTING AT&T MH. FROM EXISTING AT&T MANHOLE BORE SOUTH EAST CROSSING CANAL AVE APROX. 65' TO PLACE 1-2'x3'x 2' HANDHOLE IN THE EAST ROW NEAR 1111 CANAL AVE (29.984388105879457, -94.00162198361551) FROM THE HANDHOLE NEAR 1111 CANAL AVE BORE SOUTHWEST APROX. 100' SOUTH WEST TO THE NEDERLAND CITY LIMIT LINE (29.984162752657284, -94.00180236217066)(PROJECT CONTINUES INTO NEDERLAND CITY)

1 pages of drawings attached.

Construction will begin on or after 26, May, 20 21.

It is understood that all work will comply with the requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2003, and all subsequent revisions thereof to date.

Company AT&T

By Brooke Shaw

Title Permit Coordinator

Address 1785 O'Brien Rd

Columbus, OH 43228

Telephone 256-499-8223

Fax No.

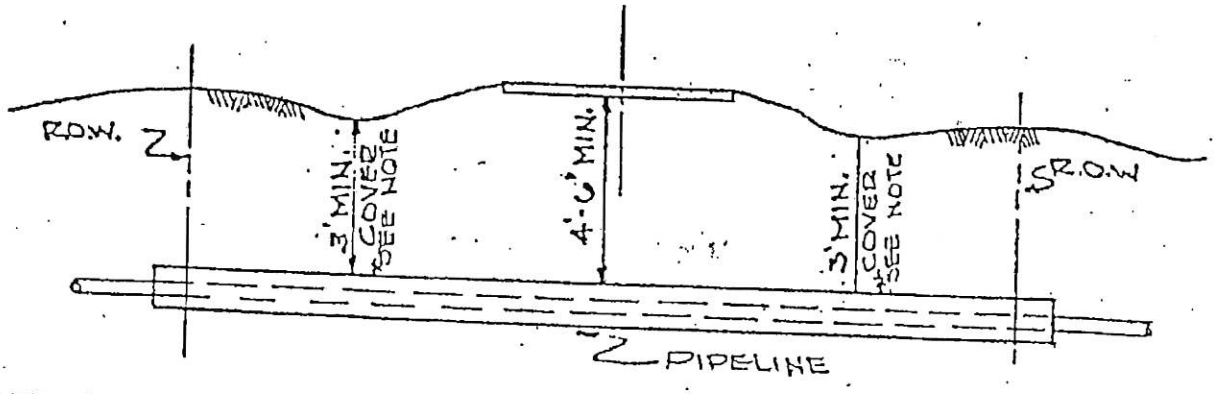
FOR COMMON CARRIER PIPELINE COMPANY ONLY

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

Enclosed, please find the required application fee:

1	road crossing @ $100.00	$ N/A
1\4	miles parallel @ $150.00/mile or fraction	$ N/A
	TOTAL	$ N/A

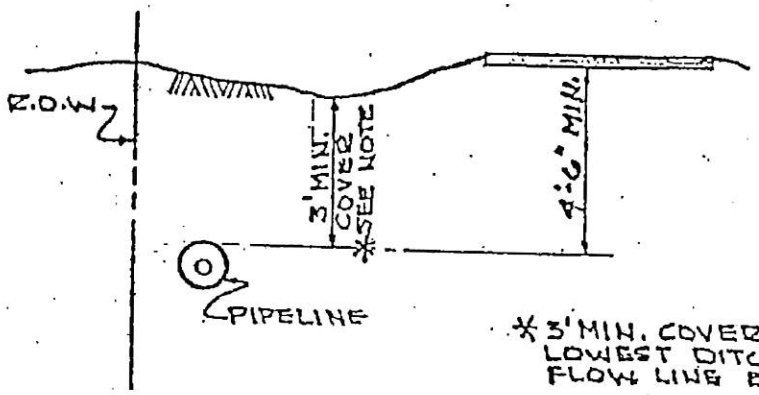
We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work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



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

NOTE: CASING TO EXTEND 1'-0' OUTSIDE R.O.W EACH SIDE OF ROAD.

1. STANDARD PIPELINE CROSSING



*3' MIN. COVER AT LOWEST DITCH FLOW LINE ELEV.

2. STANDARD PARALLEL LINE

JEFFERSON COUNTY ENGINEERING DEPARTMENT.		
PIPELINE DETAILS (STD.)		
12-7-79	NO SCALE	SCHMEH

ENGINEERING ACTION FORM

The minimum standard bond required is $ N/A

Director of Engineering

06/08/21
Date

COMMISSIONERS COURT ORDER

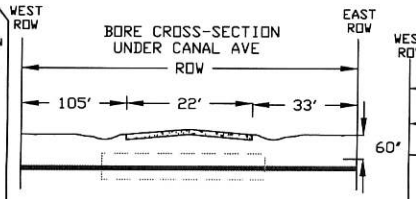
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ N/A. Special conditions of construction (are/are not) attached hereto.

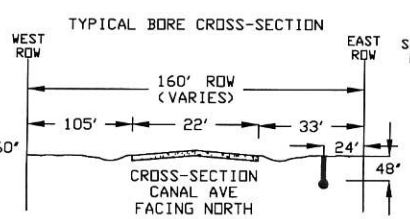
COMMISSIONERS COURT

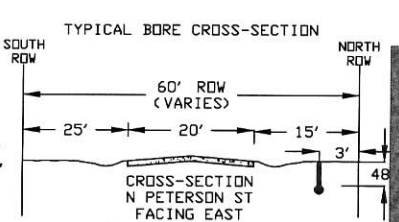
By _____
County Judge

CONSTRUCTION SPECIFICATIONS

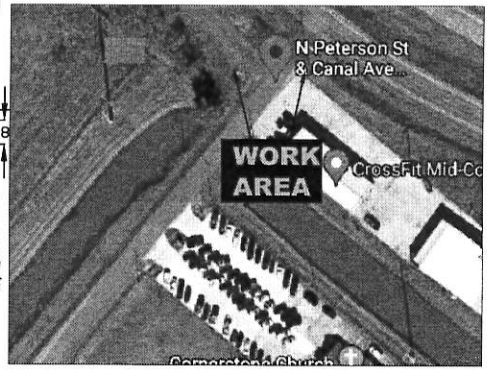
1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACK-FILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OVERNIGHT.)
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT END OF EACH WORK DAY
3. DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGGERS, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC
5. IF IT BECOMES NECESSARY FOR THE EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT
6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN. DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 48" BELOW CROWN OF ROAD OR 36" BELOW ANY ROADSIDE DITCH.



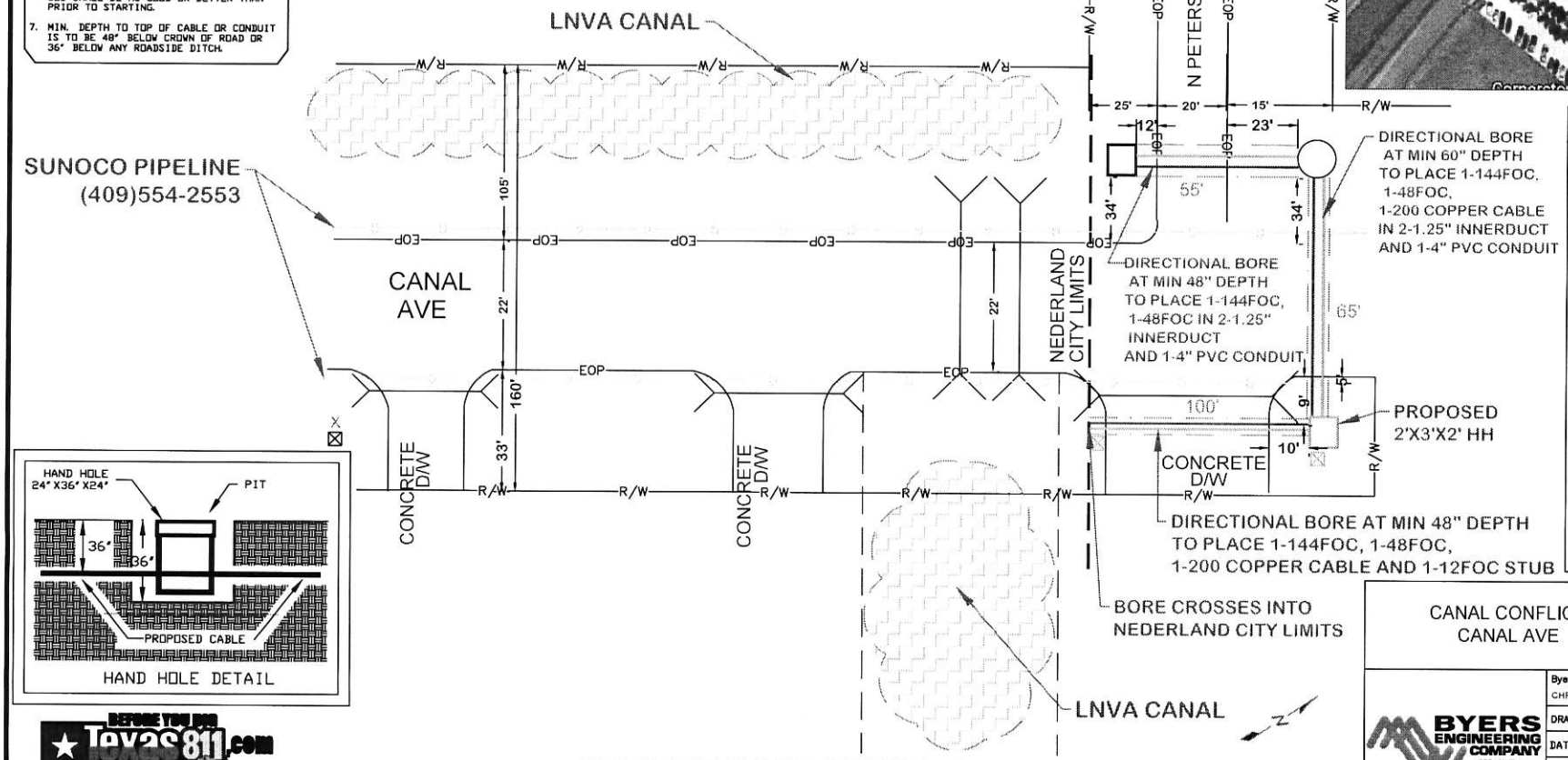




LOCATION MAP



NOTE: BORE SHALL MAINTAIN 48" CLEARANCE UNDER ALL COUNTY DRAINAGE FLOW LINES



LEGEND

- PROPOSED AT&T UNDERGROUND CABLE
- PROPOSED AT&T CONDUIT
- EXISTING AT&T FIBER HAND HOLE W/50' SLACK LOOP 12 CU. FT.
- PROPOSED AT&T FIBER HAND HOLE W/50' SLACK LOOP 12 CU. FT.
- PROPOSED PEDESTAL
- EXISTING AT&T MANHOLE
- UTILITY POLE

BEFORE YOU DIG Texas811.com

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100' IN ADVANCE OF TRENCHES, PLOWING OR BORING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN THE EVENT OF CONFLICT.

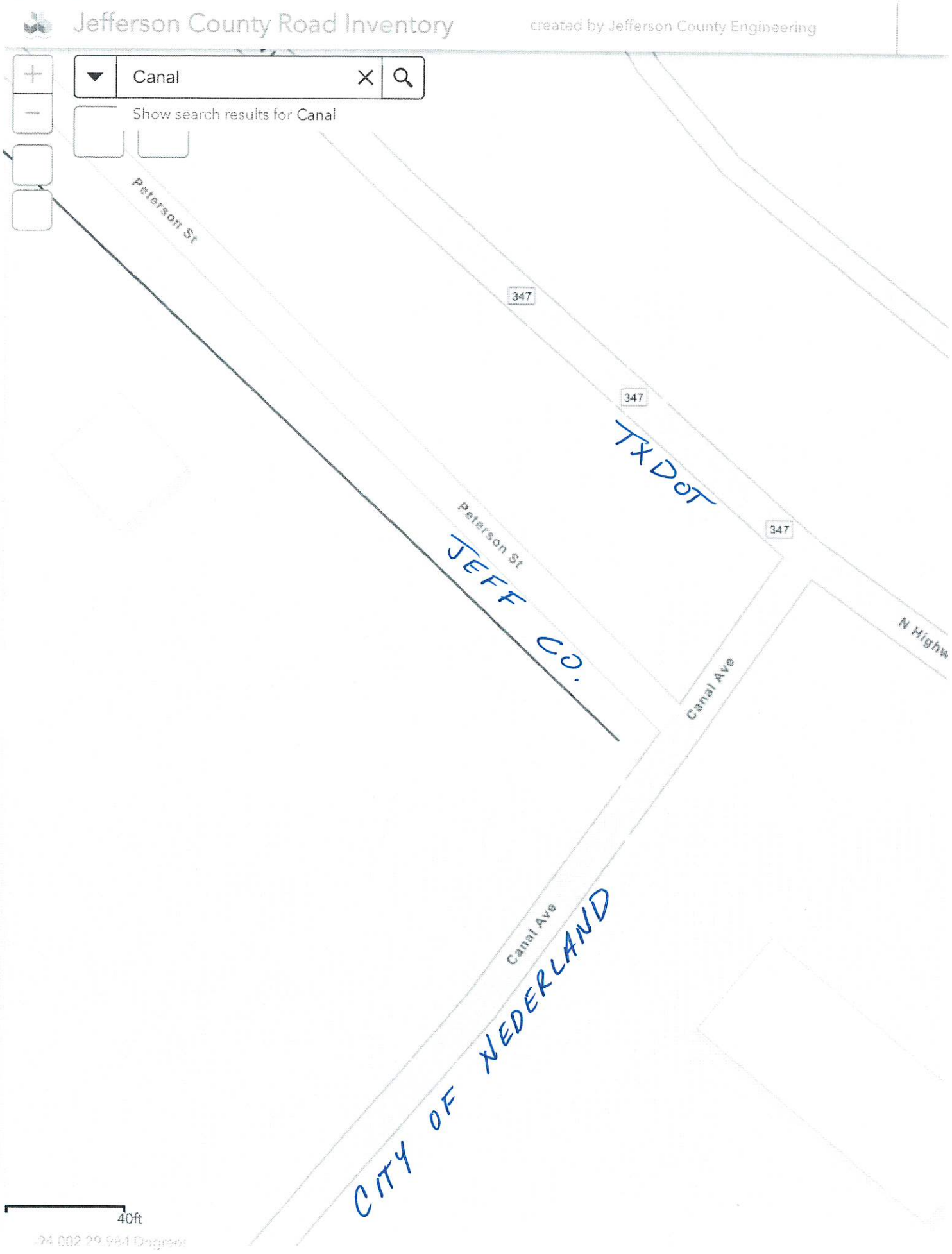
JEFFERSON COUNTY PERMIT PRINT

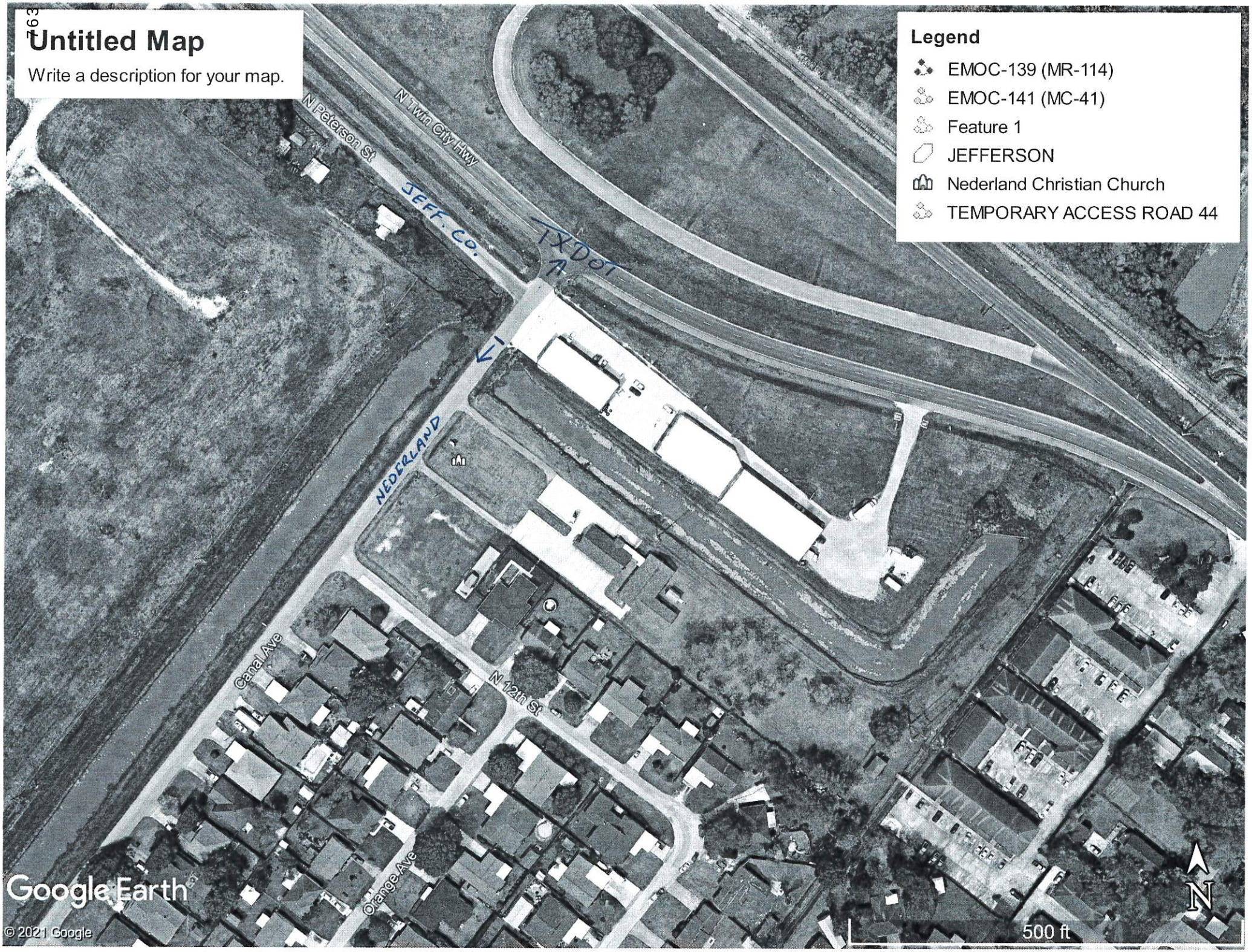
CANAL CONFLICT
CANAL AVE

NO SCALE
A020K96
409-924

BYERS ENGINEERING COMPANY
8301 Hollister
Suite 220
Houston, TX 77040
713-464-8790 (Office)
713-690-1693 (Fax)

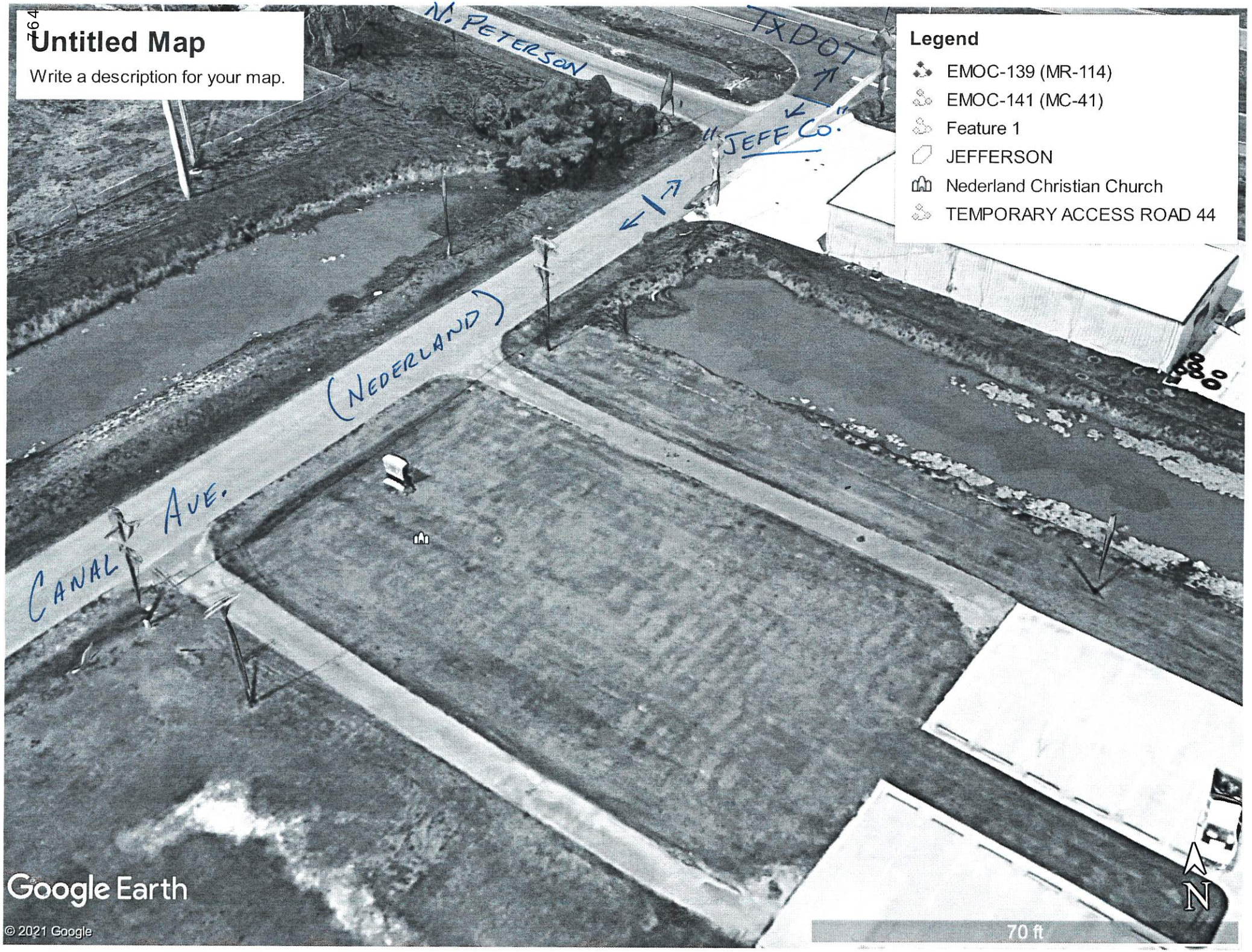
Byers Engineer	CHRISTOPHER BARTHOL
DRAWN BY:	BS
DATE:	05/21/2021
KEY MAP:	N/A
PLAT:	1 of 1
DWG NAME:	CANAL AVE


Jefferson County Road Inventory
created by Jefferson County Engineering
Canal
Show search results for Canal
Peterson St
347
347
TXDOT
Peterson St
JEFF CO.
347
N Highw
Canal Ave
Canal Ave
CITY OF NEDERLAND
40ft


763
Untitled Map
Write a description for your map.
Legend
EMOC-139 (MR-114)
EMOC-141 (MC-41)
Feature 1
JEFFERSON
Nederland Christian Church
TEMPORARY ACCESS ROAD 44
N Peterson St
N Twin City Hwy
Jeff. Co.
TXDot
NEDERLAND
Canal Ave
N 12th St
Orange Ave
Google Earth
© 2021 Google
500 ft
N

Untitled Map

Write a description for your map.



AGENDA ITEM **June 8, 2021**

Receive and file Interlocal Agreement between Jefferson County, Texas and the City of Beaumont, Texas for Hurricane Crisis Cooperative Agreement Projects for aerial and ground adulticiding Pursuant to Chapter 791, Texas Government Code.

AGENDA ITEM **June 1, 2021**

Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Beaumont for Hurricane Crisis Cooperative Agreement Projects for aerial and ground adulticiding pursuant to Chapter 791, Texas Government Code.

INTERLOCAL AGREEMENT
BETWEEN
THE COUNTY OF JEFFERSON, TEXAS
AND
CITY OF BEAUMONT, TEXAS
HURRICANE CRISIS COOPERATIVE AGREEMENT PROJECTS
NOVEMBER 2018 – JUNE 30, 2021

STATE OF TEXAS §

COUNTY OF JEFFERSON §

THIS INTERLOCAL AGREEMENT is executed this _____ day of _____, 2021, by and between the COUNTY OF JEFFERSON, STATE OF TEXAS, hereinafter referred to as "County," acting by and through its duly elected and qualified County Judge, and the CITY OF BEAUMONT, TEXAS, a home-rule city of Jefferson County, Texas, hereinafter referred to as "City," under the terms, authority and provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code as follows:

WHEREAS, the Parties are each independently authorized, pursuant to Texas Government Code Sec. 791.001 to enter into a joint agreement to provide a governmental function or service which each party to the agreement is authorized to perform individually for public health and welfare purposes pursuant to Texas Government Code 791.003 (3D), 791.013 (c); and,

WHEREAS, each party finds: 1) that the subject of this agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this agreement; and,

WHEREAS, the City of Beaumont does not have the training or equipment suited for such service; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all Parties, that the undertaking will benefit the public; and,

WHEREAS, the total funding allocation is $50,382.81; and the City of Beaumont, Texas Health Department agree to provide Jefferson County, Texas $50,382.81 from the Hurricane Crisis Cooperative Agreement Projects Grant; and

NOW, THEREFORE, in consideration of the covenants, conditions and undertakings hereinafter described, it is agreed:

1. Jefferson County shall furnish labor, equipment and chemical to provide Aerial and Ground Adulticiding when and as determined at the discretion of the Director for Jefferson County Mosquito Control District subject to the requirements of Sec 791.003 of the Texas Government Code.

2. The City of Beaumont agrees to use the funding for the purchase of Fyfanon Insecticide from Veseris.

3. The City of Beaumont agrees to act as buyer or purchasing agent of product and will arrange for delivery to Jefferson County, Texas Mosquito Control District.

4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

5. The Parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

EXECUTED the day and year above written.

ATTEST:

Jefferson County, Texas

JEFFERSON COUNTY, TEXAS

By:

ATTEST:

City of Beaumont, Texas

CITY OF BEAUMONT, TEXAS

By: Kyle Hayes, City Manager

Regular, June 08, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 08, 2021