REGULAR, 4/12/2022 10:30:00 AM

BE IT REMEMBERED that on April 12, 2022, 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

Honorable Laurie Leister, 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 April 12, 2022

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **10:30 AM,** on the **12th** day of **April 2022** 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.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.

9:45 a.m.-WORKSHOP-To receive information from MIS regarding the Tyler Executive Committee and all elected officials and departments heads affected by the project to prepare for the deadline we are facing to complete the contract work involved with this project. It is critical that all elected officials and department heads affected by this software load attend this meeting in person.

1:30 p.m.- WORKSHOP- To receive information from Spectra management group regarding Ford Park Entertainment Complex.

2:00 p.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bids for Invitation for Bid (IFB 22-014/JW) Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County. pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is intended to be funded by Community Development Block Grant-Disaster Recovery through the Texas General Land Office (GLO Contract No. 20-065-121-C408).

SEE ATTACHMENTS ON PAGES 17 - 694

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

2. Consider and approve specifications for Invitation for Bid (IFB 22-023/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District.

SEE ATTACHMENTS ON PAGES 695 - 741

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

3. Consider and approve award, and execute, receive and file a contract for Request for Statements of Qualification (RFQ 21-044/JW) Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport with Sigma Engineers, Inc. for a lump sum amount of $112,950.00; as shown on Appendix A of the contract document. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 742 - 859

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

4. Consider and approve, execute, receive and file a professional services agreement (PROF 22-019/JW) with QED Airport & Aviation Consultants for the preparation of an Independent Fee Estimate (IFE) for Engineering/Architectural Services for Rehab and Update of the Jerry Ware General Aviation Terminal and Aircraft and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport for a lump sum amount of $7,770.00 This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 860 - 861

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

5. Consider and approve, execute, receive and file Change Order No. 1 for Task Order #2 (RFP 21-024/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County for additional interest in the mitigation elevation projects for an increase of $33,112.50, bringing the total contract amount from $20,045.00 up to $53,157.50; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 862 - 863

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

6. Consider and approve award, execute, receive and file Change Order No. 1 for Contract No. (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 with Dannenbaum Engineering Corporation for additional engineering design services to facilitate Project Option No. 1: Temporary Bridge and Roadway. This option includes building a temporary bridge and approach roadways to allow construction to be maintained at the existing bridge site. This change order will increase the contract in the amount of $140,655.00; bringing the total contract amount from $365,512.73 up to $506,167.73. Funding for the amount of this change order will be through a 50/50 split of the cost between the County and Drainage District No. 6. Funding has also been provided (prior to this change order) from the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 864 - 877

Action: TABLED

7. Execute, receive and file a contract renewal for Invitation for Bid (IFB 19-001/YS), Term Contract for Legal Notices for Jefferson County with Beaumont Enterprise, The Examiner Corp., and Port Arthur News for a third one (1) year renewal from February 16, 2022 to February 15, 2023.

SEE ATTACHMENTS ON PAGES 878 - 880

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

8. Consider and possibly approve the replacement of the Ford Park South Cooling Tower with Industrial and Commercial Mechanical (ICM) in the amount of $205,000.00 in accordance with Region V ESC HVAC Capital Equipment, Supplies and/or Services #20140501.

SEE ATTACHMENTS ON PAGES 881 - 882

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

9. Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 883 - 887

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

COUNTY AIRPORT:

10. Consider, possibly approve and authorize the County Judge to execute a Lease Amendment between Jefferson County and Stone Oak. The amendment removes Hangar Unit #2 from their lease agreement.

SEE ATTACHMENTS ON PAGES 888 - 888

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

COUNTY AUDITOR:

11. Consider and approve budget amendment – Jail - additional cost for overtime.

120-3062-423-2003	EMPLOYEES' INSURANCE		$350,000.00
120-3059-421-1043	DEPUTIES		$150,000.00
120-3062-423-1098	OVERTIME ALLOWANCE	$500,000.00	

SEE ATTACHMENTS ON PAGES 889 - 889

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

12. Consider and approve budget amendment – Service Center – additional cost for repairs.

120-9999-415-9999	CONTINGENCY APPROPRIATION		$50,000.00
120-8095-417-4008	AUTOMOBILES AND TRUCKS	$50,000.00	

SEE ATTACHMENTS ON PAGES 890 - 890

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

13. Consider and approve budget amendment – County Court at Law II – additional cost for indigent defense.

110-2027-412-5055	PETIT JURORS		$60,000.00
120-2052-412-5072	PAUPER ATTORNEY FEES	$60,000.00	

SEE ATTACHMENTS ON PAGES 891 - 891

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

14. Consider and approve budget amendment – County Court at Law III – additional cost for indigent defense.

110-2027-412-5055	PETIT JURORS		$50,000.00
120-2053-412-5072	PAUPER ATTORNEY FEES	$50,000.00	

SEE ATTACHMENTS ON PAGES 892 - 892

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

15. Consider and approve, and ratify electronic disbursement for $1,500,000.00 to Southeast Texas Regional Planning Commission for payment of claims.

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

16. Receive and file Single Audit for Jefferson County, Texas for the Fiscal Year Ended September 30, 2021.

SEE ATTACHMENTS ON PAGES 893 - 906

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

17. Consider and approve budget transfer – Road & Bridge Pct. 4 – 3 computers and add cost for fuel.

114-0402-431-1028	LABORERS		$24,100.00
114-0405-431-3034	DIESEL FUEL	$20,000.00	
114-0409-431-6002	COMPUTER EQUIPMENT	$4,100.00	

SEE ATTACHMENTS ON PAGES 907 - 907

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

18. Regular County Bills – check #493701 through check #493928 (04/05/22) and check #493929 through check #494199 (04/12/22).

SEE ATTACHMENTS ON PAGES 908 - 925

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

COUNTY COMMISSIONERS:

19. Consider and possibly appoint Joel E. Levingston, Jr. to the Board of Commissioners for Jefferson County Drainage District No. 3 to fulfill the unexpired term of LeRoy McCall Jr. (This is the appointment of Commissioner Sinegal.)

SEE ATTACHMENTS ON PAGE 926, OATH AND STATEMENT ON 926A-926B

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

20. Consider and possibly appoint the members to, and call the first meeting of the Jefferson County Adult Sexual Assault Response Team (SART) in accordance with Subchapter J, Chapter 351, Local Government Code.Person who have agreed to serve at this time are:Sheriff Zena Stephens (or designee)Chief Jimmy Singletary, Beaumont P.D (or designee)District Attorney (or designee)Victims Assistance, Misty Craver (or designee)Baptist Hospital Behavioral Health Center , Garrett Craver (or designee)Tracie Middleton, Crisis Intervention Coordinator, Crisis of Southeast Texas, Inc.

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

21. Consider and possibly approve a Proclamation for Sexual Assault Awareness Month.

    SEE ATTACHMENTS ON PAGES 927 - 927

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

22. Consider and possibly approve a Resolution for Fair Housing Month.

    SEE ATTACHMENTS ON PAGES 928 - 928

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

23. Consider, possibly approve, authorize the County to execute, receive and file executed Demolition Waiver for the City of Port Arthur for an unsafe property located at 2628 Rev. Ransom Howard aka 7th Street, Port Arthur, TX.

    SEE ATTACHMENTS ON PAGES 929 - 937

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

24. Consider, possibly approve an Order of Appointment of Justin Chesson as Justice of the Peace, Precinct 4, effective May 3, 2022, the date of resignation of Travis McCall, pursuant to the provisions of Texas Local Government Code Sec. 87.041.

SEE ATTACHMENTS ON PAGES 938 - 938

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

25. Receive and file Oath of Office and Statement of Officer of Justin Chesson to the position of Justice of the Peace, Precinct 4, to fulfill the unexpired term of Judge Travis McCall, retired, pursuant to Sec. 87.042 (a), Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 939 - 940

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

26. Conduct a public hearing to consider designating the Raman Project facility in/near Beaumont, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

Action: TABLED

27. Consider, possibly approve and authorize the County Judge to execute a tax abatement agreement for the Raman Project facility in/near Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 941 - 945

Action: TABLED

28. Consider, possibly approve, authorize the County Judge to execute, receive and file executed Interlocal Agreement between Jefferson County and the City of Groves for street repairs in Precinct 2 Pursuant to Chapter 791, Government Code.

SEE ATTACHMENTS ON PAGES 946 - 946

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

29. Consider, possibly approve, authorize the County to execute, receive and file Amendment to Naming and Advertising Rights Agreement (Extension). (For Ford Park)

SEE ATTACHMENTS ON PAGES 947 - 951

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

30. Consider, possibly approve, authorize the County Judge to execute, receive and file executed Interlocal Agreement between Jefferson County and the City of Port Neches for street repairs in Precinct 2 Pursuant to Chapter 791, Government Code.

SEE ATTACHMENTS ON PAGES 952 - 952

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

31. Consider and possibly approve Resolution regarding funding commitment for the Mesquite Point Public Boat Ramp Project at Umphrey State Park.

SEE ATTACHMENTS ON PAGES 953 - 953

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

32. Consider, possibly approve, execute, receive and file the County Judge to execute, receive and file executed Interlocal Agreement between Jefferson County and the City of Nederland for street repairs in Precinct 2 Pursuant to Chapter 791, Government Code.

SEE ATTACHMENTS ON PAGES 954 - 954

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

COUNTY TAX ASSESSOR-COLLECTOR:

33. Consider and approve property tax refund to Southeast Texas Pipelines LLC c/o BASF Tax Dept. in the amount of $14,782.81 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 955 - 960

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

CRIME LAB:

34. Consider and possibly approve out of state travel for Emily Esquivel of the Crime Lab to assist with the ANSI-ASQ National Accreditation Board (ANAB) laboratory assessment of the Oregon State Police Forensic Services Division. Travel is funded by ANAB and at no cost to the County.

SEE ATTACHMENTS ON PAGES 961 - 961

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

ENGINEERING:

35. Consider and possibly approve a Replat of a Portion of Lot 2, Blk 19, Range "K" Port Arthur Land Company volume 1 page 22, MRJCT, into Lots 2A - 2B, Part of the T. & N.O. No. 3 Survey Jefferson County, Texas. This property is located on Beauxart Garden Road in Precinct #2 and is in the City of Nederland E.T.J. This plat has met all of Jefferson County's platting requirements.

SEE ATTACHMENTS ON PAGES 962 - 962

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

36. Consider and possibly approve a Replat of a Portion of Lot 10, Theo. F. Koch Subdivision, Vol. 2, Page 113, J.C.M.R., into Lots 1 -4, part of the B.A. Vacocu League, Abstract No. 53. Property is located off of Englin Road in Precinct #3. This plat is not within any ETJ and has met all of the Jefferson Counties platting requirements.

SEE ATTACHMENTS ON PAGES 963 - 963

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

37. Execute, receive and file Overweight Vehicle Permit 02-OW-22 and Road Use Agreement to Air Products and Chemicals, Inc. for operations of a helium logistics facility at a site located on Erie Street. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 964 - 980

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

HUMAN RESOURCES:

38. Presentation of the 2021 Employee Excellence Award.

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

39. Consider and possibly approve Resolution for the 2021 Employee Excellence Award Winner.

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

JUVENILE PROBATION:

40. Receive and File the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12 (c).

SEE ATTACHMENTS ON PAGES 981 - 983

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

VISITORS CENTER:

41. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for the Spring 2022 Grants.

SEE ATTACHMENTS ON PAGES 984 - 986

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

Other Business:

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

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

_____

Jeff R. Branick
County Judge

ORIGINAL

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

JEFFERSON COUNTY, TEXAS
2021 GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT
DRAINAGE DITCH 110-B
GLO CONTRACT NO. 20-065-121-C408

Prepared by:

WHITELEY OLIVER ENGINEERING, LLC
TEXAS ENGINEERING FIRM NO. F-22257
4351 CROW ROAD, BEAUMONT, TEXAS 77706
409-892-0421 | WHITELEYOLIVER.COM

March 2022

APPROVED:

WHITELEY OLIVER ENGINEERING, LLC

BY: _____
Jeffrey D. Leavins, P.E.
P.E. No. 111537

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LEGAL NOTICE
Advertisement for Invitation for Bids

March 8, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-014/JW) Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County.** 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:	**Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County**
BID NUMBER:	**IFB 22-014/JW**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, April 6, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a **Pre-Bid Conference at 10:00 AM CT on Thursday, March 17, 2022** at the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse, address noted above).

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 requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

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.

Bidders **are strongly encouraged to carefully read the entire invitation.**

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner – March 10 & 17, 2022
Port Arthur News – March 9 & 16, 2022

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 shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation could result in a response being declared as non-responsive.

SECTION 1: 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 BID PRIOR TO 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 BID AFTER 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 am to 4:00 pm, 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-DETERIMINATION

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.

5. 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 **120** days after opening date.

6. 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.

7. AWARD

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

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. CONTRACT

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

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

10. FISCAL FUNDING

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

11. BID RESULTS

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at 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.

12. CHANGES AND ADDENDA TO BID DOCUMENTS

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

13. SPECIFICATIONS

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS

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

16. CURRENCY

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

17. PRICING

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

18. NOTICE TO PROCEED/PURCHASE ORDER

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

19. CERTIFICATION

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

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

20. DEFINITIONS

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

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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, **PAGES 56-58**

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."

7. 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 ofthe 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 agreementprograms.

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—

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

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's ComprehensiveProcurement 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."

SPECIAL REQUIREMENTS/BID SUBMISSION 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.

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

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 and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation could result in a response being declared as non-responsive.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. VENDOR REGISTRATION (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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3. FORM 1295 (Texas Ethics Commission)

SAM.GOV

Entity Workspace Results 1 Total Results

BDS Constructors LLC

DUNS **Unique Entity ID:** 037648690

SAM **Unique Entity ID:** HKLRFJLMLBB4

CAGE/NCAGE: 7SQW7

Entity Status: Active

Physical Address:
16736 IH 10
VIDOR, TX
77662-2380 USA

Expiration Date:
Mar 09, 2023

Purpose of Registration:
All Awards

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS:

ALL NON-EXEMPT BIDDERS ARE REQUIRED TO SUBMIT A COMPLETED FORM 1295 WITH BID SUBMISSION.

INSTRUCTIONS:

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 WITH BID SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 26.

FORM 1295 Implementation Background:

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

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ADD THE ABOVE-REQUESTED INFORMATION HERE

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.

ADD IFB/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/P.O.			

5 Check only if there is no Interested Party. ☐ ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY

6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIREY

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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:
2022-868776

Date Filed:
04/04/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BDS Constructors LLC dba MK Constructors
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

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.
20-065-121-C408
2021 GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT DRAINAGE DITCH 110-B

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 Kenneth D. Stewart, and my date of birth is 11/3/72.

My address is 4615 Regina Ln, Bmt-, TX, 77614, USA
(street) (city) (state) (zip code) (country)

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

Executed in Orange County, State of TX, on the 6 day of April, 2022
(month) (year)

CARRIE EVE VINCENT
Notary ID #128955139
My Commission Expires
April 13, 2024

Kenneth D. Stewart
Signature of authorized agent of contracting business entity
(Declarant)

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.

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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2022

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
McElveen Insurance LLC
700 W. Prien Lake Road Ste 100
Lake Charles LA 70601

CONTACT NAME: Monica Broussard
PHONE (A/C, No, Ext): 337-475-7441 **FAX (A/C, No):** 337-564-6934
E-MAIL ADDRESS: mbroussard@mcelveenins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : Mt Hawley Insurance Company	37974
INSURER C : Imperium Insurance Company	35408
INSURER D : Ascot Insurance Company	23752
INSURER E :	
INSURER F :	

INSURED STEWGRO-01
BDS Constructors, LLC dba M K Constructors
16736 IH 10
Vidor TX 77662

COVERAGES **CERTIFICATE NUMBER:** 970294699 **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	NRG0000256	3/19/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollutio	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	ILR18-01279-03	3/19/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	NRX0000276	3/19/2022	3/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	TSF0001288663	3/19/2022	3/19/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater Motor Truck Cargo			IMMA2210001300-01	3/19/2022	3/1/2023	Rented Leased Item Rented Leased Total Motor Truck Cargo	500,000 2,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured on General liability with ongoing operations (CG2010 10/01) and completed operations(CG2037 10/01) and Auto (CA2048 10/13) with Waiver of Subrogation on Auto, General Liability & Workers Compensation as required by written contract. General Liability & Umbrella policies include contractors pollution coverage. Umbrella is follow form. Coverage is primary and noncontributory on the General Liability and Auto as required by written contract.

Excess Liability has $5,000,000 Auto Sublimit with Aggregate

CERTIFICATE HOLDER

Jefferson County Attn: Accounts Payable
1149 Pearl Street, 7th Floor
Beaumont TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BID BOND

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

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

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within **one-hundred and twenty (120)** days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

(SEAL)

_____

(SEAL)

Attest: By: _____

Affix
Corporate
Seal

Used our own form.

Attest: By: _____

Affix
Corporate

Seal

Attest: By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Seal

Title: _____

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

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE BDS Constructors, LLC dba M K Constructors
P O Box 1208, Vidor, TX 77670
as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155-0001
a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor, Beaumont, TX 77701
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2021 GLO CDBG-DR Drainage Improvements Project Drainage Ditch 110-B

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of April , 2022

(Witness)

BDS Constructors, LLC dba M K Constructors
(Principal) (Seal)
By: Kenneth Stewart
(Title)

Susan McElveen (Witness)

Hartford Fire Insurance Company
(Surety) (Seal)
By:
Attorney-in-Fact Douglas N. McElveen (Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

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

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

Douglas N. McElveen *of* **Lake Charles, LA**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of BDS Constructors, LLC dba M K Constructors naming Jefferson County Purchasing Department as Obligee in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 6, 2022.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of Contractor or Company)

_____
(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

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

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

_____
(Project Name)

_____

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

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

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

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

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____ _____
(Address)

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety (Attorney in Fact)

_____ _____
(Address) (Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____

(Name of Contractor or Company)

_____

(Address)

a _____ hereinafter called Principal, and

_____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of Grant Recipient)

_____

(Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

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

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

_____

_____

_____

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

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

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____

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

_____.

ATTEST: _____
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____ _____
(Address) (Address)

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

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, 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: _____

SUPPLEMENTARY CONDITIONS

1. PROJECT SITE

The Project Area consists of the area within the property limits shown within the construction plans.

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed, to be discussed at the pre-construction meeting.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($ 500) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

5. COMMUNICATIONS

A. All notices, demands, requests, instructions, approval, proposals and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

C. All paper required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Jefferson County, Texas, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of

the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.

6. CONTRACT TIME

A. Working Day

A Working Day is defined as any day, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Saturdays, Sundays and legal holidays will not be counted as a working day if not worked. If the Contractor works on any of these days, he will be charged a working day. Work will not be permitted on Sundays or within 30 minutes of sunset on any working day except with the approval of the Engineer and/or Owner.

If the Contractor intends to claim a day as a "rainout" day, one in which weather or site conditions will not permit the construction of the principal items of the project, as defined herein, he must do so before 9 a.m. of each day by notifying the Engineer. This does not pertain to weather conditions that develop after 9 a.m. and stop the progress of the work for the rest of the day. Site conditions that prevent work must be determined before 9 a.m. of each day. Requests for additional time will be reviewed on a case by case basis but only for the proceeding 30 day period. Requests for additional time should be made each month. No request for additional time will be considered for delays from previous months.

A. Calendar Day

A calendar day is everyday of the week including Saturday, Sunday and legal holidays. Additional time is not normally granted for CALENDAR day contracts for weather related delays. Requests for additional time for other delays will be reviewed on a case by case basis but only for the proceeding 30 day period. Requests for additional time should be made each month. No request for additional time will be considered for delays from previous months.

7. INDEMNIFICATION

A. The Contractor shall indemnify, defend and hold harmless the OWNER and ENGINEER, their agents, officers, and employees from and against all claims and liabilities arising under or by reason of the contract or any performance of the work. This indemnity expressly extends to claims alleging negligence by the OWNER its agents, officers or employees arising from actions taken or occurrences under this contract. Such indemnification by the Contractor shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or its agents in the performance

of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agents;

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents;

3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the OWNER or ENGINEER in the performance of this contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this contract;

4. Liability or claims resulting directly or indirectly from the breach of any warranties, whether expressed or implied, made to the OWNER or any other parties by the Contractor or its agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or its agents; and,

6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7. Liabilities or claims of whatever kind or character, arising out of or in connection with the performance by the Contractor of those services contemplated by this Agreement, based upon allegations of negligent acts of Contractor, its officers, agents, employees, and expressly including allegations of negligence, acts or omissions of the OWNER, the ENGINEER, their consultants, agents, officers or employees, when such allegations of negligence to the OWNER or ENGINEER arise from the actions and work undertaken by Contractor hereunder.

B. The Contractor shall reimburse the OWNER, and the ENGINEER for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Article.

C. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the Workers' Compensation Act, Disability Benefit Acts, or other employee benefit acts.

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held between the Engineer, Owner, and the Contractor prior to construction. The dates, time, and place will be announced after the project has been bid.

9. WARRANTY

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

10. SUBMITTALS AND AS-BUILTS

Details and manufacturer's information on all materials in the project shall be submitted to the Engineer in three (3) copies for approval within 14 days after the execution of the contract to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

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.

If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall not relieve the contractor from his responsibility for adherence to the contract or for any error in the drawing.

The Contractor shall provide to the Engineer, prior to and as a condition of release of retainage, a clean set of "As Built" plans. Such drawings shall include any changes made to the facilities from what was shown in the plans. This shall include, but is not limited to, horizontal alignment of water and sewer lines, line depths at one hundred (100) feet stations, stations of all structures, actual lengths, dimensional changes, details not on original drawings, and changes made by change order.

11. CONDITIONS OF THE CONTRACT

In the event that any portions of the conditions in this Contract conflict with each other, the more strict requirements shall be followed.

12. PAYMENT FOR MATERIALS ON HAND

The Contractor will not be required to maintain a field office. In order to be paid for materials on hand, however, all materials that could, in the opinion of the Engineer, easily be removed from the site, must be stored in a materials storage yard.

The materials storage area shall be of adequate size to safely store all of the materials expected to be on hand but not installed. The area shall be fenced with a minimum six (6) foot hurricane fence and shall have a lockable gate. The fencing shall be such that it will prevent unauthorized access to stored materials. This area shall be kept locked when unattended.

13. NOTIFICATION

The Contractor shall be responsible for notifying the Owner at least 48 hours prior to disruption of water or sewer service or the blocking or closing of any roads. The contact person and phone number will be given to the Contractor at the pre-construction conference. All interference with City services or utilities shall be done so in accordance with the plans and specifications.

14. PERMITS

The Contractor shall be responsible for acquiring all necessary permits associated with the construction of this project.

15. PUBLIC SAFETY AND CONVENIENCE

The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise shown on the plans or except as herein provided, all portions of the street shall be kept open to traffic. It shall be the entire responsibility of the CONTRACTOR to provide for traffic along and across the street as well as for ingress and egress to private property all as specified herein, as shown on the plans, or as directed by the ENGINEER.

The CONTRACTOR shall plan and execute his operations in a manner that will cause the minimum interference with traffic. The CONTRACTOR shall secure the ENGINEER's approval of his proposed plan of operation, sequence of work and methods of providing for safe passage of traffic before it is placed into operation.

If at any time during construction, the approved plan does not accomplish the intended purpose, due to weather or other conditions affecting the safe handling of traffic, the CONTRACTOR shall immediately make necessary changes therein to correct the unsatisfactory conditions.

Where the specifications require, or the ENGINEER directs that traffic be carried over or along the proposed work, construction operations shall be so prosecuted and new material kept as placed and spread as to allow the passage of traffic in comfort and safety. At night or otherwise, all equipment shall be stored in such manner and at such locations as not to interfere with the safe passage of traffic. The CONTRACTOR shall provide and maintain flag men at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and CONTRACTOR's personnel, and as directed by the ENGINEER or OWNER.

16. SUPERINTENDENT

The Contractor shall appoint a superintendent. The sole activity and responsibility of the Contractor's supervisor or superintendent shall be the full-time superintendence of the work and the fulfillment of the Contractor's responsibilities.

BIDDER INFORMATION FORM

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

Bid Number & Name: Invitation for Bid (IFB 22-014/JW) Drainage Improvements: Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County

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

Bidder's TAX ID Number: [redacted]

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Carrie Vincent **Title:** Office Manager

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

Alternate Phone Number if available (with area code): _____

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

Email Address: carrieV@mkconstructors.com

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

P.O. Box 1208	16736 IH 10
Address	
Vidor TX 77670	Vidor TX 77662
City, State, Zip Code	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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, ____, ____.

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

BDS Constructors LLC dba. MK Constructors
Company Name

For clarification of this offer, contact:

PO Box 1208
Address

Kenneth Stewart President
Name & Title

Vidor TX 77670
City State Zip

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

* Kenneth Stewart
Signature of Person Authorized to Sign

Ken@mkconstructors.com
E-mail

Kenneth Stewart
Printed Name

President
Title

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant) Program Project for Jefferson County.**

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. 22-014/JW, Drainage Improvements for Drainage Ditch No. 110-B (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
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Interim Jefferson County Clerk

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

**NOT REQUIRED FOR BID PER JAMEY WEST

BID FORM

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):			
Addendum 1	3/23/22	Date Received	3/23/22
Addendum 2	3/28/22	Date Received	3/28/22
Addendum 3	_____	Date Received	_____

SCOPE OF WORK

The project scope for the Base bid includes but is not limited to:

- Traffic control as required, including all barricades, signs and traffic handling
- Furnish and install erosion control protection
- Preparing Right of Way and easement
- Removal of existing concrete liner and concrete riprap
- Excavation and shaping to the lines and grades shown in the plan as preparation for box culverts
- Placement of box culvert to the lines and grades shown in the plans
- Backfill box culverts as shown in the plans
- Placement of articulated mats to the line and grades shown in the plans
- Construct concrete riprap as shown in the plans
- Seed all disturbed area upon completion
- Final site clean up

BASE BID

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, project signage, NOT TO EXCEED 3% of project total bid for, Twenty Six thousand _____ dollars and _____ cents per LUMP SUM.	26,000-	26,000-

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	411 L.F.	**RIGHT OF WAY PREPARATION (Clear and Grub)** – Furnish all labor, equipment, and material necessary to remove and dispose of debris material (organic and non-organic) and removal of trees/brush from the right of way/easement, in accordance with the plans and specifications, for One hundred ten _____ dollars and _____ cents per LINEAR FOOT.	110-	45,210-
3	858 C.Y.	**EXCAVATION (Channel)** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for Thirty _____ dollars and _____ cents per CUBIC YARD.	30-	25,740-
4	686 C.Y.	**EMBANKMENT (Channel)** – Furnish all labor, equipment, and materials to install required material in strict accordance with the plans and specifications, for Forty _____ dollars and _____ cents per CUBIC YARD.	40-	27,440-
5	5 S.Y.	**REMOVAL OF CONCRETE RIPRAP** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for Three hundred _____ dollars and _____ cents per SQUARE YARD.	300-	1,500-

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	411 L.F.	**REMOVAL OF CONCRETE LINER** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for One hundred forty five dollars and cents per LINEAR FOOT.	145-	59,595-
7	400 L.F.	**CONCRETE BOX CULVERT (4'X6')** – Furnish all labor, equipment, and materials to install box culvert including but not limited to excavation, embankment, grading, shaping, backfill, placement, embedment and matting complete in place and in accordance with the plans and specifications, for one thousand five hundred twenty five dollars and cents per LINEAR FOOT.	1,525-	610,000-
8	1 L.S.	**TIE IN EXISTING 18" CPP STORM SEWER** - Furnish all labor, equipment, and materials to tie in existing CPP including but not limited to additional storm sewer pipe, manufacture recommended connection, excavation, embankment, grading, shaping, backfill, placement, embedment and grouting complete in place and in accordance with the plans and specifications, for two thousand five hundred dollars and cents per LUMP SUM.	2,500-	2,500-

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
9	3,269 S.F.	**CLOSED CELL BLOCK (ARMORTEC ARMORFLEX 45S) -** Furnish all labor, equipment, and materials to install closed cell block including but not limited to excavation, embankment, grading, shaping, backfill, and placement complete in place and in accordance with the plans and specifications, for Twenty four _____ dollars and _____ cents per SQUARE FEET.	24 -	78,456 -
10	356 L.F.	**REMOVE AND REPLACE 6' WOOD FENCE** – Furnish all labor, equipment, and materials to remove and replace existing wood fence including but not limited to lumber, fasteners and concrete complete in place and in accordance with the plans and specifications, for Thirty _____ dollars and _____ cents per LINEAR FOOT.	30 -	10,680 -
11	1 L.S.	**TRENCH SAFETY PLAN** – 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 Two thousand five hundred fifty nine _____ dollars and _____ cents per LUMP SUM.	2,559 -	2,559 -

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
12	410 L.F.	**TRENCH SAFETY SYSTEM –** Provide trench safety system in accordance with Specification Item No. 9500 for all excavations in excess or 5 feet deep, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for One _____ _____ _____ dollars and _____ cents per LINEAR FEET.	1-	410-
13	410 L.F.	**SPECIAL SHORING** – Provide special shoring in accordance with Specification Item No. 9500, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for One _____ _____ _____ dollars and _____ cents per LINEAR FEET.	1-	410-
14	1 L.S.	**STORM WATER POLLUTION PREVENTION PLAN** – including administration, permits, construction entrance, preparation, implementation, maintenance, sediment control devices, furnished and installed, complete in place, in accordance with specification item 506 and the plans and specifications, for Eight Thousand Four Hundred _____ dollars and _____ cents per LUMP SUM.	8,400-	8,400-

TOTAL BASE BID: Eight hundred Ninety Eight thousand Nine hundred dollars

and ——— cents ($ 898,900)

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.

Amounts are to be shown in both words and figures. Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the correct total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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 acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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

TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of working days indicated in the Agreement.

Base Bid - 70 **Working Days**

Bidder accepts the provisions of the Agreement as to liquidated damages.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: 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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Current Projects
MK Constructors

Client	Name of Project	Bid Amount	Type of Work	Job Number	Billed	% Complete	Bonded	Start Date
City of Nederland	WWTP #2	$ 1,170,568.00	Waste Water Treament Plant	MK20-0280	$ 960,139.51	82%	X	7/9/2021
City of Beaumont	Lift Station Primer Street	$ 827,591.00	Lift Station Primer Street	MK21-0286	$ 706,409.66	85%	X	2/12/2021
City of Lumberton	Flood & Drainage	$ 1,624,589.00	Flood and Drainage	MK21-0290	$ 1,457,269.20	90%	X	4/1/2021
City of Beaumont	LOEB Groundwater Facility	$ 654,234.00	Groundwater Facility	MK21-0294	$ 628,785.00	96%	X	5/21/2021
City of Port Arthur	Lift Stations Qty 12	$ 1,278,248.00	Lift Stations Qty 12	MK21-0298	$ 668,684.58	52%	X	6/18/2021
City of Port Arthur	Pioneer Park	$ 774,065.00	Pioneer Park	MK21-0299	$ 265,764.05	34%	X	12/6/2021
City of Beaumont	SFLFMV Lift Stations	$ 876,446.00	SFLFMV Lift Stations	MK21-0300	$ 213,801.00	24%	X	12/13/2021
City of Orange	Coopers Gully Phase I	$ 2,115,043.00	Drainage Improvements	MK21-0305	$ 1,752,465.45	83%	X	9/24/2021
Cloeren	Concrete Pads	$ 1,008,859.79	Concrete Work	MK21-0306	$ 1,008,859.79	100%		8/27/2021
City of Nederland	Concrete Pavement	$ 1,144,326.00	Concrete Pavement	MK21-0310	$ 453,763.63	40%	X	12/17/2021
Chambers County	Hankamer WWTP	$ 3,206,063.65	Waste Water Treatment Plant	MK21-0312	$ 290,129.20	9%	X	2/11/2022
Port of Beaumont	Truck Staging Area Project	$ 1,858,900.00	Truck Staging Area Project	MK21-0313	$ 193,962.00	10%	X	2/23/2022
Motiva	Pipeline Project	$ 4,000,000.00	Pipeline Project	MK21-0314	$ 2,149,161.33	54%		1/17/2022
2 Brothers	Clearing Project	$ 152,305.00	Clearing Project	MK21-0318	$ 152,305.00	100%		1/31/2022
Corkran Management	Sanitary Sewer Lines	$ 293,000.00	Sanitary Sewer Lines	MK21-0319	$ 167,010.00	57%		2/18/2022
		$ 20,984,238.44			$ 11,068,509.40			
Mobil Oil CU	Clearing Project	$ 174,000.00	Clearing Project	MK21-0315	$ -	0%		
Cheniere	SPL Crash Barrier	$ 1,399,100.00	SPL Crash Barrier	MK22-0320	$ -	0%		
Mobil Oil CU	Lumberton Site Work	$ 247,480.00	Lumberton Site Work	MK22-0321	$ -	0%		
Jefferson Cnty DD6	McLean Street Project	$ 1,240,000.00	McLean Street Project	MK22-0322	$ -	0%		
		$ 3,060,580.00			$ -			
		$ 24,044,818.44			$ 11,068,509.40			

Completed Jobs
MK Constructors

Client	Name of Project	Bid $	Type of Work	Job #
2 Brothers	Clearing and Grubbing	$ 233,880.00	Pipeline R.O.W. Clearing	MK19-0228
Excel Mulching	Clearing and Grubbing	$ 223,540.00	Pipeline R.O.W. Clearing	MK19-0229
Arm Energy	New Pipeline	$ 5,603,238.60	Gathering System	MK19-0230
LNVA	Installation of a New Valve	$ 46,055.00	New Valve Installation	MK19-0231
Garney Companies	Camp House Road	$ 812,541.33	New Roadway for SRA	MK19-0232
2 Brothers	Clearing and Grubbing	$ 96,700.00	Pipeline R.O.W. Clearing	MK19-0234
Aptim	Install New Flowmeter	$ 1,221,644.00	Specialty Welding	MK19-0235
Garney Companies	Clearing and Grubbing	$ 391,620.00	Waterline R.O.W. Clearing	MK19-0236
Jefferson County	Siphon Control Structures at Oilcut	$ 7,980,068.20	(8) 36" Poly Pipe Bores & In/Out Structure	MK19-0237
AWC	NRG-New Waterline	$ 374,550.00	New Steel Waterline	MK19-0238
Chambers County	Ameriport-Detention Ponds & Box C	$ 1,313,278.96	Detention Ponds & Box Culverts	MK19-0239
Aptim	T&M Material	$ 6,354.59	Hydro Testing	MK19-0240
City of Lake Charles	Legendre Street Drainage PH II	$ 590,279.53	Box Culvert Storm Drainage	MK19-0241
City of Orange	Coopers Gully Ditch Liner	$ 206,627.00	Conc Ditch Liner	MK19-0243
City of Bmt	Sewer Point Repair	$ 356,263.36	Various City Wide Sewer Point Repairs	MK19-0244
Delek	BSR Pond-New Construction	$ 672,100.00	New Poly Lined Water Tank	MK19-0245
Aptim	Lubeoil Reliabity Project	$ 78,365.00	Hydro Testing	MK19-0246
Jefferson County DD#7	Rodair Gully Improvements Phase	$ 1,594,228.36	New Concrete Lined Ditch	MK19-0247
City of Tomball	Pipeline Relocation	$ 2,446,532.08	Underground Utility Relocations for R.O.W	MK19-0248
City of China	Lift Station #8 Improvements	$ 233,318.00	Lift Station Improvements	MK19-0249
Aptim	Flare tie in/Flow Meter	$ 1,423,990.06	Welding	MK19-0250
Echo	Hydrotesting	$ 45,000.00	Piping Hydrotest	MK19-0251
M&I Electric	Rock yard	$ 28,000.00	New Rock Yard	MK19-0252
CLM Energy	Hydrotesting	$ 4,500.00	Hydro Testing	MK19-0253
Trinity Rail	Lance Extention Head Fabrication	$ 9,900.00	Pipe Tree Fab	MK19-0254
DME Industrial	Concrete-New Construction	$ 81,200.00	Concrete Paving Installation	MK19-0255
SPL-Cheniere	Lighthouse Road	$ 8,166,244.21	Install New Asph. Rd & Storm Drainage	MK19-0256
2 Brothers	Grinding	$ 89,272.50	Pipeline R.O.W. Clearing	MK19-0257
Driver Pipeline Company	Targa-Lonestar Project	$ 70,220.00	Hydro Testing	MK19-0258
Navitas	Howard County 24" Pipeline	$ 18,311,761.20	New 24" Pipeline	MK19-0259
City of China	Lift Station #1	$ 49,450.00	Lift Station Pump Installation	MK19-0260
2019 Completed Jobs		$ 54,762,721.98		
2 Brothers	Grinding Work	$ 567,755.00	Pipeline ROW Clearing	MK20-0263
W&B Enterprises	Subdivison	$ 476,384.55	Clearing & Concrete Work	MK20-0264
City of Bevil Oaks	Sewer Lift Station	$ 398,620.00	Lift Station	MK20-0265
City of Beaumont	Sewer Point	$ 290,510.00	Various City Wide Sewer Point Repairs	MK20-0266
City of Lumberton	Taft Ave. Drainage Project	$ 599,515.56	Install Storm Drain Culverts & Road	MK20-0267
City of Orange	11th & Burton	$ 125,400.00	Road Crossing	MK20-0268
Energy Transfer	R.O.W. Clearing	$ 534,514.00	R.O.W. Clearing	MK20-0269
Country Side Estates WTTP	Civil Utilites	$ 2,041,716.00	Civil Work	MK20-0270
City of Beaumont	Emergency Work	$ 143,924.53	Valve Replacement	MK20-0271

Completed Jobs
MK Constructors

Client	Name of Project	Bid $	Type of Work	Job #
City of Kirbyville	Drainage Improvements	$ 625,340.00	Drainage Improvements	MK20-0272
City of Nederland	Hodgson Road Lift Station	$ 480,315.00	Lift Station	MK20-0274
Orange County WCID #1	Ground Storage Tank	$ 443,516.00	Ground Storage Tank	MK20-0273
SNND-Turing Basin Clearing	Turning Basin Clearing	$ 118,433.00	Sitework Clearing	MK20-0275
City of Bridge City	Flushing Valve	$ 446,656.04	Flushing Valve	MK20-0277
City of Vidor	Drainage Improvements	$ 253,882.00	Drainage Improvements	MK20-0278
TMS	Doors & Guardrails	$ 72,071.31	Doors & Guardrails	MK20-0279
City of Beaumont	Grinding Work	$ 29,950.00	Grinding Work	MK20-0281
Cheniere	Boring Project	$ 135,900.00	Boring Work	MK20-0282
City of Orange	Adams Bayou Water Line	$ 579,950.00	Drainage Improvements	MK20-0283
2020 Completed Jobs=		$ 8,363,352.99		
H&H Wastewater	1442 Boring Project	$ 4,000.00	Storage Tank Project	MK21-0287
Jefferson County	Keith Lake Boat Ramp	$ 79,900.00	Drainage Project	MK21-0288
2-Bros Grinding	Grinding Work	$ 700,925.00	Grinding Work	MK21-0289
City of Beaumont	Emergency Work	$ 16,584.00	Drainage Project	MK21-0291
Jefferson County DD#6	Concrete Channel Phase I	$ 188,840.52	Channel Phase	MK21-0292
LNVA	Devers Crossing	$ 15,619.47	Concrete Crossing	MK21-0293
City of Kirbyville	Sanitary Sewer Improvements	$ 201,209.75	Sanitary Sewer Improvements	MK21-0296
Rayburn Reserve	Subdivision	$ 1,147,025.00	Subdivision	MK21-0297
Jefferson County DD6	Concrete Channel Phase II	$ 429,792.60	Concrete Channel Phase II	MK21-0303
Phoenix Bulk	Trucking Services	$ 47,130.00	Trucking Services	MK21-0307
City of Groves	Taft Avenue Lift Station	$ 902,208.00	Lift Station	MK21-0301
Sunoco Pipeline	Clearing Project	$ 297,360.64	Clearing Project	MK21-0308
Port City	Directional Drill	$ 27,950.00	Directional Drill	MK21-0309
SPL-Cheniere	Culvert Cleaning	$ 36,000.00	Culvert Project	MK21-0311
2021 Completed Jobs=		$ 4,094,544.98		

Company Owned Equipment

YEAR	MAKE	MODEL
2005	Lift	Tow Behind Lift
2006	JLG	6000LB 4X4 Telescopic Forklift
2007	CAT	420EIT Backhoe Loader
2008	CAT	Forklift Ext Boom
2009		Office Trailer
2011	Komatsu	PC200LC-8 Excavator
2012	CAT	320EL Excavator W/Fecon Grinder
2012	CAT	320EL Excavator
2012	Kaeser	Compressor
2013	Komatsu	PC210LC-10 Excavator
2013	Komatsu	D39PX-23
2013	Takeuchi	TL10R Skidsteer
2013	Freightinr	Water Truck
2013	CAT	Dump Truck
2013	CAT	Dump Truck
2013	CAT	Hydraulic Excavator-336EL
2014	American Auger	Directional Drill
2014	Kaeser	Compressor
2014	CAT	305E Excavator
2014	Barko 930	Mulcher
2014	Kaeser	210 Air Compressor
2014	Inger Rand	185 Air Compressor
2014	Kaeser	375 Air Compressor
2015	Case	Compactor
2015	CAT	305.5E2 Excavator
2015	CAT	305E2 mini Hydraulic excavator
2015	Takeuchi	TL12R Skidsteer
2015	Vermeer	Boring Machine
2015	Fecon	Grinder Head
2015	Fecon	Grinder Power Pack
2015	CAT	Excavator-Lease
2015	GTI	6" Pump
2015	TL8CRW	Skid Steer
2016	Takeuchi	Skidsteer-TL12
2016	Fecon	Power Pack
2016	CAT	Excavator-305.5E2
2016	Fecon	Mulcher & Teeth
2016	Vermeer	Vac-Tron Pothole Machine
2016	Vermeer	Vac-Tron Pothole Machine
2016	Takeuchi	TB290CL Trackhoe
2016	Takeuchi	TL12R Track Loader
2017	Honda	Pressure Washer
2017	Topcon	GPS Tracking System
2017	Komatsu	Hydraulic Excavator PC360LCI-11
2017	Komatsu	Hydraulic Excavator D39PXI-24
2017	Kabota	Tractor-M6060HD
2017	HEM	Concrete Roller
2017	Yanmar	Track Truck
2018	John Deere	700K Dozer
2018	Barko	Grinder
2018	Barko	Grinder
2018	FAE	Head
2018	FAE	Head
2018	John Deere	Gator
2019	Bad Boy Rogue	Lawn Mower
2019	Komatsu	PC210LC-11
2019	Fecon	Fecon/Shredder
2019	Topcon	GPS Tracking System
2019	Takeuchi	TL10V2-R
2019	Takeuchi	TL10V2-R
2020	Komatsu	PC210-LC
2020	Fecon	Power Unit
2020	Fecon	Grinder Head

KENNETH STEWART

4615 Regina Lane, Beaumont, TX 77706 · 409.658.5870
ken@mkconstructors.com

EXPERIENCE

3/2012 – CURRENT
PRES/MBR, MK CONSTRUCTORS
16736 IH-10, VIDOR, TX 77662
As a 50% owner I share responsibility for the day-to-day operation of the company. Job duties include accounting, estimating, equipment, and personnel management to name a few.

11/2010 – 3/2012
ESTIMATOR/PROJECT MGR, WILLIAMSON CONSTRUCTION & EQUIP
2575 HWY 69 S, LUMBERTON, TX 77657
My job duties included: estimating, project managing, procurement, cost controls, & scheduling.

9/2008 – 11/2010
PRES/OWNER, STEWCON GROUP, LLC DBA/ STEWART HOMES
5735 REGINA LANE, BEAUMONT, TX 77706
As an owner of a residential construction company, we performed new home construction and remodel work.

6/2000 – 9/2008
ESTIMATOR/PROJECT MGR, ALLCO, INC.
6720 DOWLEN ROAD, BEAUMONT, TX 77706
From 2000 to 2003 I estimated and project managed commercial construction projects including, educational institutions, athletic, medical, and retail facilities. From 2003 to 2008, I estimated and managed Allco's road and bridge division which performed construction projects for TXDOT, city, county, and private entities. We performed approximately $15mil - $20mil of revenue per year in my division.

6/1997 – 6/2000
FIELD ENGINEER, TRIBBLE & STEPHENS GENERAL CONTRACTORS
HOUSTON, TX
I began my career working in the commercial construction market for Tribble & Stephens. I was located on-site of the old Rice Hotel renovation in downtown Houston. My job duties included handling RFI's, submittals, purchase order and subcontract procurement, and writing up field reports of the ongoing construction.

RELEVANT PROJECTS

1997 – RICE HOTEL RENOVATION ($18M) (Residential Lofts/Ballroom - Downtown Houston)
1999 – IL PALAZZO($8M) (New Residential Condominiums – Houston Museum District)
2000 – PIETZSCH/MACARTHUR ELEMENTARY($16M) (New School – Beaumont, TX)
2002 – 12 FIELD BASEBALL/SOFTBALL COMPLEX($5.5M) (Ath. Complex – Beaumont, TX)
2004 – VILLA MARIA GRADE SEPARATION($13.1M) (TXDOT – College Station, TX)
2005 – MAJOR DRIVE CONCRETE PAVING($8.1M) (TXDOT – Beaumont, TX)
2006 – US96 N OF KIRBYVILLE CONCRETE PAVING($24M) (TXDOT – Kirbyville, TX)
2008 – MORRISON RESIDENCE($2.3M) (Private Residence – Lumberton, TX)
2010 – LNVA OPERATORS STATION($3.5M) (Control Bldg – Port Arthur, TX)
2013 – TRANSCANADA KEYSTONE VALVE SETTINGS($1.8M) (Civil – Diboll to Nederland, TX)
2014 – CHENIERE 24"& 12" WATERLINE BORES($19M) (HDD– Port Arthur, TX)
2016 – KINDER MORGAN ANOMALY DIGS ($2.4M) (Pipeline Repairs– Iowa to North Dakota)
2016 – NORTHWEST PARKWAY ($12.1M) (New Concrete Street– City of Beaumont, TX)
2018 – JEFFERSON CO SIPHON PROJECT ($8M) (HDD Under Intracoastal – Port Arthur, TX)
2019 – CHENIERE MAIN ROAD ($7.5M) (Reconstruct Exist Rdway, Johnson Bayou, LA)
2020 – NAVITAS 24" PIPELINE – 37MI. ($19M) (Install New Pipeline – Big Spring, TX)

EDUCATION

5/1997
B.S. CONSTRUCTION SCIENCE, TEXAS A&M UNIVERSITY (COLLLEGE STATION)
5/1994
A.A.S. COMPUTER DRAFTING, LAMAR UNIVERSITY (BEAUMONT, TX)
5/1991
STEPHEN F. AUSTIN H.S. (PORT ARTHUR, TX)

Mike Brown
515 Four Oaks Ranch Road
Vidor TX, 77662

CONSTRUCTION EXPERIENCE:

(2012 to Present)
MK Constructors
16736 I H 10
Vidor, Tx. 77662
Owner

(2006-2012)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, TX 77657

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

PROJECTS:
Client: Cheniere 24" Pipe Line
24" Pipe Line
COST-$20 Mil
Client: Navitas Midstream
24" Gas Pipeline 37 Miles
COST-$19 Mil
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: Sunoco Logistics
Ethanol Plant
COST- $1.6 Mil
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST - $1.4 Mil
Client: Kinder Hawk
Construction of Ammne Plant
COST- $1.1 Mil

Mike Brown
515 Four Oaks Ranch Road
Vidor TX, 77662

(6/1/2001 to 6/1/2006)
Simco Enterprises
3101 Main
Groves, TX 77651

Responsible for estimating and project management

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

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

(5/1/1996 to 6/1/2001)
F.D. Shay Contractors
2108 Hwy 108
Sulphur, La

(1991 to 1996)
Pipeline
Heavy Equipment Operator
Foreman

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

Education and Training

1989	Graduated from Vidor High School
1989-1991	USMC

Michael Kelley
122 Private Road 8012
Newton Texas 75966

Project Manager / Estimator

- Specializing earthwork and road construction -

Results-oriented and hands-on construction and development professional with more than 19 years of experience in all facets of the earthwork, road, and bridge industry. Verifiable track record for the successful completion of multimillion-dollar projects through coordinating trades, developing partnerships, and building positive rapport with engineers, local officials, vendors, and clients while maintaining costs and schedules. Well-versed in contract negotiations, project management, subcontractor scheduling, design issues, trouble shooting, regulations, material procurement, and site management.

Areas of Expertise Include:

- Earth Work
- Concrete Structures
- Bridge Construction
- Concrete Pavement
- Asphalt Pavement
- Subgrade Treatment
- Concrete Culverts (Pipe & Box)
- Surveying
- Microsoft Excel & Word
- HCSS HeavyBid
- Construction Planning
- Conflict Resolution
- Leadership & Team Building
- Fleet Management
- Quality Control Management
- Workplace Safety & Compliance
- Organization & Time Management
- Vendor & Materials Management

EMPLOYMENT HISTORY

BDS Constructors dba MK Constructors
Vidor, TX — 2012 – Present

Estimator / Project Manager / Surveyor (as needed)

- Seek bid opportunities, estimate bids, bid submission, plan, organize, and manage construction projects as well as various other task associated with all phases of construction. Oversee analysis of projects, preparation of construction documents, bidding, negotiations, sub-contractor selection, material purchasing, project budget, code compliance, project development and quality control.

Project Management

- Manage a low overhead by negotiating and establishing valuable vendor contracts with various suppliers.

- Recruit, schedule, and supervise sub-contractors; developed and enforced company policies, procedures, and project safety guidelines.
-

Client & Vendor Relations

- Schedule client meetings, conduct needs assessment, and explain design concerns and cost-effective options; planned, estimated, and managed projects from inception to completion.
- Negotiate cost estimates with clients; maintain contact relation with clients.

Staff Development

- Develop strong employee and sub-contractor productivity and ability to identify, isolate, and culminate work hazards.
- Mentor through expertise in the construction industry, main source of information for staff through daily contact in a quick, professional, and considerate manner.
- Increased productivity by allowing workers to provide input into work processes that included scheduling responsibilities, completing jobs, and using experiences to complete tasks.
- Maintaining a low turnover rates by gaining trust and respect from employees through demonstrating an optimistic attitude, resolving issues immediately, and establishing open communication.
- Established positive, and productive work environment by understanding the role and needs of all team members.

Projects: (as Estimator and Project Manager)

- City Of Beaumont – Construction of Northwest Parkway
- Chamber County - Ranches of Turtle Bayou Road Construction
- City of Silsbee – Knupple Ditch Concrete Liner
- City of Pinehurst – Construction of Bridge on Lexington Ave.
- Jefferson County DD7 – Lateral 3a Concrete liner
- City of West Orange – Box Culvert Installation
- City of Port Arthur – 66th Street Culvert Repair
- City of Port Arthur – 9th Street Reconstruction
- City of Vidor – Walden and Taylor Street Crown Span Culverts
- Sabine River Authority – Installation of Relief Wells
- Dowlen Road Church of Christ – Concrete Parking lot addition
- Orange County – Culvert Installation on Bessie Heights Road (3 locations)
- Orange County – Allie Payne, Pine Bluff and Evergreen Street Crown Span Culverts
- Jefferson County – Keith Lake Boat Ramp Parking lot and access road
- Lower Neches Valley Authority – Culvert Installation under KCS Railroad and Orchard St.

Allco, LLC.
Beaumont, TX

2000 –2012

Surveyor Helper	May 2000 - April 2001
Surveyor	May 2001 - June 2005
Jr. Estimator / Project Manager / Surveyor (as needed)	July 2005 – April 2007
Estimator / Project Manager / Surveyor (as needed)	May 2007 – November 2008
Highway Division Manager / Estimator / PM	November 2008 – September 2012

- TXDOT – FM 777 Bridge Replacement
- TXDOT – FM 787 Bridge Replacement
- TXDOT – Spur 92 (West Port Arthur Road) Construction of Concrete Roadway
- TXDOT – IH 10 Construction of Feeder Roads (Walden to Major)
- TXDOT – FM 364 (Major Drive) Construction of Concrete Roadway
- TXDOT – FM 1179 Railroad Grade Separation (Bryan, TX)
- TXDOT – Highway 96 Kirbyville Construction of Concrete Roadway
- City of Beaumont – Phelan Blvd Extension (Major Drive to Keith Road)
- City of Beaumont – Rolfe Christopher Blvd Construction
- City of Beaumont Full Depth repair and street replacements
- Port of Orange – Alabama Street Paving and Security Building
- Port Of Orange – Transmodal Transportation Laydown yard Paving
- City of Pinehurst – Construction of Bridge on Lexington Ave.
- Jefferson County DD7 – Lateral 3A Concrete liner

REFERENCES

Duane Browning, Lower Neches Valley Authority, 409-892-4011
Wesley McPhail, Waxman incorporated, 409-384-3458
Keestan Cole PE, Arceneaux Wilson & Cole LLC, 409-749-0439
Cody Croley PE, Carroll & Blackman Inc., 409-833-3363
Ed Long PE, Port of Port Arthur, 409-962-0263
Rawetts Baaheth, Sr., City of Port Arthur, 409-983-8184

Michael Suire

409 Holywood, Sulphur, LA 70663 ◆ H: 337 794 2245 ◆ C: 409 730 3451 ◆ mikes@mkconstructors.com

Professional Summary

Motivated Construction Manager highly effective at finding the best methods possible to complete exceptional construction projects. Strong knowledge of civil engineering principles and concepts. Construction Manager with [20] years leading teams of general contractors and laborers on large scale residential and commercial construction projects. Veteran Superintendent well-versed in preparing and interpreting graphs, charts and maps to create practical schedules for new construction projects. Innovative Construction Manager adept at finding engaging ways to motivate construction teams to exceed expectations and maintain high standards. Construction Manager who collaborates successfully with architects, owners and construction staff to complete multi-million dollar projects.

Skills

- Excellent customer relations
- General contracting professional
- Subcontractor management
- Knowledgeable in construction safety
- Best building practices
- First Aid and CPR Certified
- Strong interpersonal skills
- Project scheduling
- Project planning and development
- Organized
- Unsurpassed work ethic
- Dependable
- Project management
- Water and sewer pipe installation
- Certified Heavy Equipment Operator
- Backhoe loading
- Drilling machine experience
- Tunnel boring machine operation
- Commercial driver's license

Work History

Project Manager, 01/2014 to Current
MK Constructors – 77662, TX

- Coordinated utility service providers according to project schedules.
- Conducted weekly production and operations contractor meetings, which facilitated stronger communication and the ability to resolve critical issues.
- Performed regular job site observations to provide direction for all general contractor personnel.
- Avoided construction delays by efficiently following through with all site inspections in a timely manner.
- Scheduled all contractors and materials deliveries.
- Trained and promoted continued education for all onsite crew members.

Project Manager, 07/2003 to 12/2013
Simco Enterprises – 77619, TX

- Reviewed plans and specs during the schematic design of pre-construction.
- Coordinated utility service providers according to project schedules.
- Obtained building and specialty permits from local jurisdictional agencies.
- Conducted weekly production and operations contractor meetings, which facilitated stronger communication and the ability to resolve critical issues.
- Performed regular job site observations to provide direction for all general contractor personnel.
- Reported to the vice president of production on conformance with the contract schedule.
- Conducted all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturer's representatives.
- Prepared and followed through on all required punch lists.
- Oversaw the entire building turnover process, while enhancing communication between all construction management.

Operator, Foreman, 05/1990 to 01/2003
FD Shay Construction – Sulphur, 70663, LA

- Applied asphalt on highways, private roadways, parking lots and driveways.
- Installed vegetation and erosion control devices.
- Accurately graded and tracked slopes.
- Placed soil and rock fills and installed and cleaned ditches.
- Maintained the truck access road and dumping pad area.
- Maintained equipment in good working order by checking fluid levels and greasing and fueling machines.
- Located utilities and other buried lines prior to digging.
- Determined the project schedule, which included the sequence of all construction activities.
- Scheduled all contractors and materials deliveries.
- Reviewed plans and specs during the schematic design of pre-construction.
- Coordinated utility service providers according to project schedules.

EDUCATION

High School Diploma: 1988
Abbeville High - 70510, LA

Stacy Smith

925 Forrest Lane, Vidor, TX 77662 | 409-730-5014 | stacys@mkconstructors.com

Summary

- I have 25 years Industrial Field Safety experience. I have been a Corporate Safety Director for 22 of the 25 years. I have daily communication with top industrial customers and I am directly involved in the safety of numerous employees. I was instrumental in helping CA Turner Construction Company attain OSHA VPP status. I have reduced both OSHA recordable rates and Insurance premium rates with record numbers over the past 22 years.

Education

LAMAR UNIVERSITY

Occupational Safety and Health Program Certificate

Safety Standards, Codes, and Requirements

OSHA Special Topics, Accident Prevention

Occupational Safety and Health Regulations

Safety Program Management

Physical Hazard Controls 1 and 2

Health Hazard Recognition

Ergonomic and Human Factors

Vehicle and Traffic Safety, Fire Protection

Spill prevention plan administrator

Certifications

- OSHA 10 Hour, OSHA 1926
- Trenching and Excavation Competent Person
- Fall Protection
- First Aid/CPR Training
- Company Drug Policy Administrator
- Business Management Systems
- Workers Compensation / Case Management
- ISNetworld compliance certification
- PICS auditing compliance certification
- PEC certification
- ASSE certified
- Owned Goin Postal business in Vidor which I sold In March of 2013.
- Licensed Insurance agent in Texas

Experience

SAFETY DIRECTOR | MK CONSTRUCTORS | 2015-PRESENT

- Coordinating and communicating with management about daily safety concerns and bringing them to a close.
- Traveling to jobsites to do weekly corporate audits and ensuring the safety of all employees.
- Workers compensation case management
- Communicating with customers about our crews that work in the field
- Developed several safety manuals and auditing systems for osha compliance
- Implemented several new training programs
- Also utilized as commercial sales and customer follow up when job is completed
- Incorporated and administered weekly staff meetings covering all business.

SAFETY DIRECTOR | PAT TANK | 1999-2015

- Coordinating and communicating with management about daily safety concerns and bringing them to a close.
- Traveling to jobsites to do weekly corporate audits and ensuring the safety of all employees.
- Workers compensation case management
- Communicating with customers about our crews that work in the field
- Developed several safety manuals and auditing systems for osha compliance
- Implemented several new training programs
- Also utilized as commercial sales and customer follow up when job is completed
- Incorporated and administered weekly staff meetings covering all business.

SITE SAFETY SUPERVISOR | THE TURNER GROUP, INC. | 1996-1999

- Implemented an OSHA VPP Program with CA Turner Construction Company.
- Conducted weekly safety meetings for all employees
- Conducted safety committee meetings and safety committee audits
- Performed weekly site safety inspections
- Provided written reports to Site Superintendent
- Provided first aid treatment as needed

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.

BDS CONSTRUCTORS LLC dba MK CONSTRUCTORS
Bidder (Entity Name)

* Kenneth Stewart
Signature

PO BOX 1208
Street & Mailing Address

Kenneth Stewart
Print Name

Vidor, TX 77670
City, State & Zip

4/16/22
Date Signed

409-769-8089
Telephone Number

409-769-1288
Fax Number

kenamkconstructors.com
E-mail Address

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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.

* Kenneth Stewart
Signature of Contractor's Authorized Official

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

4/6/22
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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 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: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **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:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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.**

N/A

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.**

_____

Name of Officer

N/A

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.**

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

N/A

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 X Kenneth Stewart

Signature of vendor doing business with the governmental entity

4/16/22

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

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**

N/A

2 **Office Held**

N/A

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

N/A

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

N/A

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) N/A

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.

N/A

_____
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

THIS FORM IS FOR OFFICE USE ONLY

§ 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).

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.

GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION

EQUAL HOUSING OPPORTUNITY

GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	**Contract Number:** 11CB-CDBG-DR
Contractor Name: BDS Construction LLC dba MK Construction	
Contractor Address: 11673 IH 10 Vidor TX 77662	**Phone:** 409-781-0089

1. 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.
2. 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).
3. 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.
4. 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.
5. 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.

* Kenneth Stewart
Signature of Contractor

4/10/22
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)
BDS Constructors LLC
dba MK Constructors
PO Box 1208
Yoakum TX 77670

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 RFP 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)
Kenneth Stewart President

SIGNATURE
* Kenneth Stewart

DATE
4/6/22

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: 1. That is 51% or more owned by Section 3 Resident(s); or 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☑ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)
☐ By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. 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.
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.
☐ By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name: BDS Construction LLC dba MK Construction **Date:** 4/6/22

Authorized Representative Name: *Kenneth Stewart **Signature:** *Kenneth Stewart

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

(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]

§ 3.5 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 BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized.

If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4/6/22

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

Date Organized: 10/2011

Address: PO Box 1208
Victoria TX 77902

Date Incorporated 10/11 Number of Years of Experience: 30 Providing Similar Services: _____

Federal ID Number: [redacted]

Number of Years in contracting business under present name: 10 years

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

Work Presently Under Contract:

Contract	Amount $	Completion Date
See attached		

Type of work performed by your company: low cyd underground pipeline

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

See attached

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

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

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
See attached		

Major equipment available for this contract: See attached

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

[redacted]

(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 4 day of April, 2022

X Kenneth Stewart
Signature

Kenneth Stewart President
Printed Name and Title

BDS Construction LLC dba MK Constructors
Company Name

NOTARY STATEMENT:

Kenneth Stewart being duly sworn, says that he/she is the President (Position/Title) of RPS Constructors (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 Orange in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 4 day of April, 2022

Notary Public

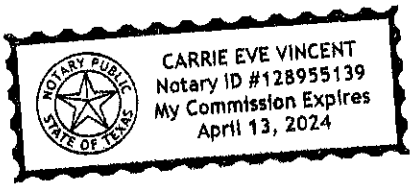
Carrie Vincent

Signature

Carrie Vincent

Printed Name

My Commission Expires: 4/13/24



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

Current Projects
MK Constructors

Client	Name of Project	Bid Amount	Type of Work	Job Number	Billed	% Complete	Bonded	Start Date
City of Nederland	WWTP #2	$ 1,170,568.00	Waste Water Treament Plant	MK20-0280	$ 960,139.51	82%	X	7/9/2021
City of Beaumont	Lift Station Primer Street	$ 827,591.00	Lift Station Primer Street	MK21-0286	$ 706,409.66	85%	X	2/12/2021
City of Lumberton	Flood & Drainage	$ 1,624,589.00	Flood and Drainage	MK21-0290	$ 1,457,269.20	90%	X	4/1/2021
City of Beaumont	LOEB Groundwater Facility	$ 654,234.00	Groundwater Facility	MK21-0294	$ 628,785.00	96%	X	5/21/2021
City of Port Arthur	Lift Stations Qty 12	$ 1,278,248.00	Lift Stations Qty 12	MK21-0298	$ 668,684.58	52%	X	6/18/2021
City of Port Arthur	Pioneer Park	$ 774,065.00	Pioneer Park	MK21-0299	$ 265,764.05	34%	X	12/6/2021
City of Beaumont	SFLFMV Lift Stations	$ 876,446.00	SFLFMV Lift Stations	MK21-0300	$ 213,801.00	24%	X	12/13/2021
City of Orange	Coopers Gully Phase I	$ 2,115,043.00	Drainage Improvements	MK21-0305	$ 1,752,485.45	83%	X	9/24/2021
Cloeren	Concrete Pads	$ 1,008,859.79	Concrete Work	MK21-0306	$ 1,008,859.79	100%		8/27/2021
City of Nederland	Concrete Pavement	$ 1,144,326.00	Concrete Pavement	MK21-0310	$ 453,763.63	40%	X	12/17/2021
Chambers County	Hankamer WWTP	$ 3,206,063.65	Waste Water Treatment Plant	MK21-0312	$ 290,129.20	9%	X	2/11/2022
Port of Beaumont	Truck Staging Area Project	$ 1,858,900.00	Truck Staging Area Project	MK21-0313	$ 193,962.00	10%	X	2/23/2022
Motiva	Pipeline Project	$ 4,000,000.00	Pipeline Project	MK21-0314	$ 2,149,161.33	54%		1/17/2022
2 Brothers	Clearing Project	$ 152,305.00	Clearing Project	MK21-0318	$ 152,305.00	100%		1/31/2022
Corkran Management	Sanitary Sewer Lines	$ 293,000.00	Sanitary Sewer Lines	MK21-0319	$ 167,010.00	57%		2/18/2022
		$ 20,984,238.44			$ 11,068,509.40			
Mobil Oil CU	Clearing Project	$ 174,000.00	Clearing Project	MK21-0315	$ -	0%		
Cheniere	SPL Crash Barrier	$ 1,399,100.00	SPL Crash Barrier	MK22-0320	$ -	0%		
Mobil Oil CU	Lumberton Site Work	$ 247,480.00	Lumberton Site Work	MK22-0321	$ -	0%		
Jefferson Cnty DD6	McLean Street Project	$ 1,240,000.00	McLean Street Project	MK22-0322	$ -	0%		
		$ 3,060,580.00			$ -			
		$ 24,044,818.44			$ 11,068,509.40			

Completed Jobs
MK Constructors

Client	Name of Project	Bid $	Type of Work	Job #
2 Brothers	Clearing and Grubbing	$ 233,880.00	Pipeline R.O.W. Clearing	MK19-0228
Excel Mulching	Clearing and Grubbing	$ 223,540.00	Pipeline R.O.W. Clearing	MK19-0229
Arm Energy	New Pipeline	$ 5,603,238.60	Gathering System	MK19-0230
LNVA	Installation of a New Valve	$ 46,055.00	New Valve Installation	MK19-0231
Garney Companies	Camp House Road	$ 812,541.33	New Roadway for SRA	MK19-0232
2 Brothers	Clearing and Grubbing	$ 96,700.00	Pipeline R.O.W. Clearing	MK19-0234
Aptim	Install New Flowmeter	$ 1,221,644.00	Specialty Welding	MK19-0235
Garney Companies	Clearing and Grubbing	$ 391,620.00	Waterline R.O.W. Clearing	MK19-0236
Jefferson County	Siphon Control Structures at Oilcut	$ 7,980,068.20	(8) 36" Poly Pipe Bores & In/Out Structure	MK19-0237
AWC	NRG-New Waterline	$ 374,550.00	New Steel Waterline	MK19-0238
Chambers County	Ameriport-Detention Ponds & Box C	$ 1,313,278.96	Detention Ponds & Box Culverts	MK19-0239
Aptim	T&M Material	$ 6,354.59	Hydro Testing	MK19-0240
City of Lake Charles	Legendre Street Drainage PH II	$ 590,279.53	Box Culvert Storm Drainage	MK19-0241
City of Orange	Coopers Gully Ditch Liner	$ 206,627.00	Conc Ditch Liner	MK19-0243
City of Bmt	Sewer Point Repair	$ 356,263.36	Various City Wide Sewer Point Repairs	MK19-0244
Delek	BSR Pond-New Construction	$ 672,100.00	New Poly Lined Water Tank	MK19-0245
Aptim	Lubeoil Reliabity Project	$ 78,365.00	Hydro Testing	MK19-0246
Jefferson County DD#7	Rodair Gully Improvements Phase	$ 1,594,228.36	New Concrete Lined Ditch	MK19-0247
City of Tomball	Pipeline Relocation	$ 2,446,532.08	Underground Utility Relocations for R.O.W	MK19-0248
City of China	Lift Station #8 Improvements	$ 233,318.00	Lift Station Improvements	MK19-0249
Aptim	Flare tie in/Flow Meter	$ 1,423,990.06	Welding	MK19-0250
Echo	Hydrotesting	$ 45,000.00	Piping Hydrotest	MK19-0251
M&I Electric	Rock yard	$ 28,000.00	New Rock Yard	MK19-0252
CLM Energy	Hydrotesting	$ 4,500.00	Hydro Testing	MK19-0253
Trinity Rail	Lance Extention Head Fabrication	$ 9,900.00	Pipe Tree Fab	MK19-0254
DME Industrial	Concrete-New Construction	$ 81,200.00	Concrete Paving Installation	MK19-0255
SPL-Cheniere	Lighthouse Road	$ 8,166,244.21	Install New Asph. Rd & Storm Drainage	MK19-0256
2 Brothers	Grinding	$ 89,272.50	Pipeline R.O.W. Clearing	MK19-0257
Driver Pipeline Company	Targa-Lonestar Project	$ 70,220.00	Hydro Testing	MK19-0258
Navitas	Howard County 24" Pipeline	$ 18,311,761.20	New 24" Pipeline	MK19-0259
City of China	Lift Station #1	$ 49,450.00	Lift Station Pump Installation	MK19-0260
2019 Completed Jobs		$ 56,769,421.38		
2 Brothers	Grinding Work	$ 567,755.00	Pipeline ROW Clearing	MK20-0263
W&B Enterprises	Subdivison	$ 476,384.55	Clearing & Concrete Work	MK20-0264
City of Bevil Oaks	Sewer Lift Station	$ 398,620.00	Lift Station	MK20-0265
City of Beaumont	Sewer Point	$ 290,510.00	Various City Wide Sewer Point Repairs	MK20-0266
City of Lumberton	Taft Ave. Drainage Project	$ 599,515.56	Install Storm Drain Culverts & Road	MK20-0267
City of Orange	11th & Burton	$ 125,400.00	Road Crossing	MK20-0268
Energy Transfer	R.O.W. Clearing	$ 534,514.00	R.O.W. Clearing	MK20-0269
Country Side Estates WTTP	Civil Utilites	$ 2,041,716.00	Civil Work	MK20-0270
City of Beaumont	Emergency Work	$ 143,924.53	Valve Replacement	MK20-0271

Completed Jobs
MK Constructors

Client	Name of Project	Bid $	Type of Work	Job #
City of Kirbyville	Drainage Improvements	$ 625,340.00	Drainage Improvements	MK20-0272
City of Nederland	Hodgson Road Lift Station	$ 480,315.00	Lift Station	MK20-0274
Orange County WCID #1	Ground Storage Tank	$ 443,516.00	Ground Storage Tank	MK20-0273
SNND-Turing Basin Clearing	Turning Basin Clearing	$ 118,433.00	Sitework Clearing	MK20-0275
City of Bridge City	Flushing Valve	$ 446,656.04	Flushing Valve	MK20-0277
City of Vidor	Drainage Improvements	$ 253,882.00	Drainage Improvements	MK20-0278
TMS	Doors & Guardrails	$ 72,071.31	Doors & Guardrails	MK20-0279
City of Beaumont	Grinding Work	$ 29,950.00	Grinding Work	MK20-0281
Cheniere	Boring Project	$ 135,900.00	Boring Work	MK20-0282
City of Orange	Adams Bayou Water Line	$ 579,950.00	Drainage Improvements	MK20-0283
2020 Completed Jobs		$ 8,364,352.99		
H&H Wastewater	1442 Boring Project	$ 4,000.00	Storage Tank Project	MK21-0287
Jefferson County	Keith Lake Boat Ramp	$ 79,900.00	Drainage Project	MK21-0288
2-Bros Grinding	Grinding Work	$ 700,925.00	Grinding Work	MK21-0289
City of Beaumont	Emergency Work	$ 16,584.00	Drainage Project	MK21-0291
Jefferson County DD#6	Concrete Channel Phase I	$ 188,840.52	Channel Phase	MK21-0292
LNVA	Devers Crossing	$ 15,619.47	Concrete Crossing	MK21-0293
City of Kirbyville	Sanitary Sewer Improvements	$ 201,209.75	Sanitary Sewer Improvements	MK21-0296
Rayburn Reserve	Subdivision	$ 1,147,025.00	Subdivision	MK21-0297
Jefferson County DD6	Concrete Channel Phase II	$ 429,792.60	Concrete Channel Phase II	MK21-0303
Phoenix Bulk	Trucking Services	$ 47,130.00	Trucking Services	MK21-0307
City of Groves	Taft Avenue Lift Station	$ 902,208.00	Lift Station	MK21-0301
Sunoco Pipeline	Clearing Project	$ 297,360.64	Clearing Project	MK21-0308
Port City	Directional Drill	$ 27,950.00	Directional Drill	MK21-0309
SPL-Cheniere	Culvert Cleaning	$ 36,000.00	Culvert Project	MK21-0311
2021 Completed Jobs		$ 4,094,544.98		

Company Owned Equipment

YEAR	MAKE	MODEL
2005	Lift	Tow Behind Lift
2006	JLG	6000LB 4X4 Telescopic Forklift
2007	CAT	420EIT Backhoe Loader
2008	CAT	Forklift Ext Boom
2009		Office Trailer
2011	Komatsu	PC200LC-8 Excavator
2012	CAT	320EL Excavator W/Fecon Grinder
2012	CAT	320EL Excavator
2012	Kaeser	Compressor
2013	Komatsu	PC210LC-10 Excavator
2013	Komatsu	D39PX-23
2013	Takeuchi	TL10R Skidsteer
2013	Freightinr	Water Truck
2013	CAT	Dump Truck
2013	CAT	Dump Truck
2013	CAT	Hydraulic Excavator-336EL
2014	American Auger	Directional Drill
2014	Kaeser	Compressor
2014	CAT	305E Excavator
2014	Barko 930	Mulcher
2014	Kaeser	210 Air Compressor
2014	Inger Rand	185 Air Compressor
2014	Kaeser	375 Air Compressor
2015	Case	Compactor
2015	CAT	305.5E2 Excavator
2015	CAT	305E2 mini Hydraulic excavator
2015	Takeuchi	TL12R Skidsteer
2015	Vermeer	Boring Machine
2015	Fecon	Grinder Head
2015	Fecon	Grinder Power Pack
2015	CAT	Excavator-Lease
2015	GTI	6" Pump

YEAR	MAKE	MODEL
2015	TL8CRW	Skid Steer
2016	Takeuchi	Skidsteer-TL12
2016	Fecon	Power Pack
2016	CAT	Excavator-305.5E2
2016	Fecon	Mulcher & Teeth
2016	Vermeer	Vac-Tron Pothole Machine
2016	Vermeer	Vac-Tron Pothole Machine
2016	Takeuchi	TB290CL Trackhoe
2016	Takeuchi	TL12R Track Loader
2017	Honda	Pressure Washer
2017	Topcon	GPS Tracking System
2017	Komatsu	Hydraulic Excavator PC360LCI-11
2017	Komatsu	Hydraulic Excavator D39PXI-24
2017	Kabota	Tractor-M6060HD
2017	HEM	Concrete Roller
2017	Yanmar	Track Truck
2018	John Deere	700K Dozer
2018	Barko	Grinder
2018	Barko	Grinder
2018	FAE	Head
2018	FAE	Head
2018	John Deere	Gator
2019	Bad Boy Rogue	Lawn Mower
2019	Komatsu	PC210LC-11
2019	Fecon	Fecon/Shredder
2019	Topcon	GPS Tracking System
2019	Takeuchi	TL10V2-R
2019	Takeuchi	TL10V2-R
2020	Komatsu	PC210-LC
2020	Fecon	Power Unit
2020	Fecon	Grinder Head

KENNETH STEWART

4615 Regina Lane, Beaumont, TX 77706 · 409.658.5870
ken@mkconstructors.com

EXPERIENCE

3/2012 – CURRENT
PRES/MBR, MK CONSTRUCTORS
16736 IH-10, VIDOR, TX 77662
As a 50% owner I share responsibility for the day-to-day operation of the company. Job duties include accounting, estimating, equipment, and personnel management to name a few.

11/2010 – 3/2012
ESTIMATOR/PROJECT MGR, WILLIAMSON CONSTRUCTION & EQUIP
2575 HWY 69 S, LUMBERTON, TX 77657
My job duties included: estimating, project managing, procurement, cost controls, & scheduling.

9/2008 – 11/2010
PRES/OWNER, STEWCON GROUP, LLC DBA/ STEWART HOMES
5735 REGINA LANE, BEAUMONT, TX 77706
As an owner of a residential construction company, we performed new home construction and remodel work.

6/2000 – 9/2008
ESTIMATOR/PROJECT MGR, ALLCO, INC.
6720 DOWLEN ROAD, BEAUMONT, TX 77706
From 2000 to 2003 I estimated and project managed commercial construction projects including, educational institutions, athletic, medical, and retail facilities. From 2003 to 2008, I estimated and managed Allco's road and bridge division which performed construction projects for TXDOT, city, county, and private entities. We performed approximately $15mil - $20mil of revenue per year in my division.

6/1997 – 6/2000
FIELD ENGINEER, TRIBBLE & STEPHENS GENERAL CONTRACTORS
HOUSTON, TX
I began my career working in the commercial construction market for Tribble & Stephens. I was located on-site of the old Rice Hotel renovation in downtown Houston. My job duties included handling RFI's, submittals, purchase order and subcontract procurement, and writing up field reports of the ongoing construction.

RELEVANT PROJECTS

1997 – RICE HOTEL RENOVATION ($18M) (Residential Lofts/Ballroom - Downtown Houston)
1999 – IL PALAZZO($8M) (New Residential Condominiums – Houston Museum District)
2000 – PIETZSCH/MACARTHUR ELEMENTARY($16M) (New School – Beaumont, TX)
2002 – 12 FIELD BASEBALL/SOFTBALL COMPLEX($5.5M) (Ath. Complex – Beaumont, TX)
2004 – VILLA MARIA GRADE SEPARATION($13.1M) (TXDOT – College Station, TX)
2005 – MAJOR DRIVE CONCRETE PAVING($8.1M) (TXDOT – Beaumont, TX)
2006 – US96 N OF KIRBYVILLE CONCRETE PAVING($24M) (TXDOT – Kirbyville, TX)
2008 – MORRISON RESIDENCE($2.3M) (Private Residence – Lumberton, TX)
2010 – LNVA OPERATORS STATION($3.5M) (Control Bldg – Port Arthur, TX)
2013 – TRANSCANADA KEYSTONE VALVE SETTINGS($1.8M) (Civil – Diboll to Nederland, TX)
2014 – CHENIERE 24"& 12" WATERLINE BORES($19M) (HDD– Port Arthur, TX)
2016 – KINDER MORGAN ANOMALY DIGS ($2.4M) (Pipeline Repairs– Iowa to North Dakota)
2016 – NORTHWEST PARKWAY ($12.1M) (New Concrete Street– City of Beaumont, TX)
2018 – JEFFERSON CO SIPHON PROJECT ($8M) (HDD Under Intracoastal – Port Arthur, TX)
2019 – CHENIERE MAIN ROAD ($7.5M) (Reconstruct Exist Rdway, Johnson Bayou, LA)
2020 – NAVITAS 24" PIPELINE – 37MI. ($19M) (Install New Pipeline – Big Spring, TX)

EDUCATION

5/1997
B.S. CONSTRUCTION SCIENCE, TEXAS A&M UNIVERSITY (COLLLEGE STATION)
5/1994
A.A.S. COMPUTER DRAFTING, LAMAR UNIVERSITY (BEAUMONT, TX)
5/1991
STEPHEN F. AUSTIN H.S. (PORT ARTHUR, TX)

Mike Brown
515 Four Oaks Ranch Road
Vidor TX, 77662

CONSTRUCTION EXPERIENCE:

(2012 to Present)
MK Constructors
16736 I H 10
Vidor, Tx. 77662
Owner

(2006-2012)
WILLIAMSON CONSTRUCTION & EQUIPMENT
2575 Hwy 69 S, Lumberton, TX 77657

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

PROJECTS:
Client: Cheniere 24" Pipe Line
24" Pipe Line
COST-$20 Mil
Client: Navitas Midstream
24" Gas Pipeline 37 Miles
COST-$19 Mil
Client: Sabine Neches Navigation District
Automated, elevated, control building for flood gate structures
COST - $2.5 Mil
Client: Sunoco Logistics
Ethanol Plant
COST- $1.6 Mil
Client: GT Logistics
Construction of a Vehicular and Rail Bridge over the LNVA canal
COST - $1.4 Mil
Client: Kinder Hawk
Construction of Ammne Plant
COST- $1.1 Mil

Mike Brown
515 Four Oaks Ranch Road
Vidor TX, 77662

(6/1/2001 to 6/1/2006)
Simco Enterprises
3101 Main
Groves, TX 77651

Responsible for estimating and project management

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

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

(5/1/1996 to 6/1/2001)
F.D. Shay Contractors
2108 Hwy 108
Sulphur, La

(1991 to 1996)
Pipeline
Heavy Equipment Operator
Foreman

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

Education and Training

1989	Graduated from Vidor High School
1989-1991	USMC

Michael Kelley
122 Private Road 8012
Newton Texas 75966

Project Manager / Estimator

-Specializing earthwork and road construction-

Results-oriented and hands-on construction and development professional with more than 19 years of experience in all facets of the earthwork, road, and bridge industry. Verifiable track record for the successful completion of multimillion-dollar projects through coordinating trades, developing partnerships, and building positive rapport with engineers, local officials, vendors, and clients while maintaining costs and schedules. Well-versed in contract negotiations, project management, subcontractor scheduling, design issues, trouble shooting, regulations, material procurement, and site management.

Areas of Expertise Include:

- Earth Work
- Concrete Structures
- Bridge Construction
- Concrete Pavement
- Asphalt Pavement
- Subgrade Treatment
- Concrete Culverts (Pipe & Box)
- Surveying
- Microsoft Excel & Word
- HCSS HeavyBid
- Construction Planning
- Conflict Resolution
- Leadership & Team Building
- Fleet Management
- Quality Control Management
- Workplace Safety & Compliance
- Organization & Time Management
- Vendor & Materials Management

EMPLOYMENT HISTORY

BDS Constructors dba MK Constructors
Vidor, TX — 2012 – Present

Estimator / Project Manager / Surveyor (as needed)

- Seek bid opportunities, estimate bids, bid submission, plan, organize, and manage construction projects as well as various other task associated with all phases of construction. Oversee analysis of projects, preparation of construction documents, bidding, negotiations, sub-contractor selection, material purchasing, project budget, code compliance, project development and quality control.

Project Management

- Manage a low overhead by negotiating and establishing valuable vendor contracts with various suppliers.

- Recruit, schedule, and supervise sub-contractors; developed and enforced company policies, procedures, and project safety guidelines.
-

Client & Vendor Relations

- Schedule client meetings, conduct needs assessment, and explain design concerns and cost-effective options; planned, estimated, and managed projects from inception to completion.
- Negotiate cost estimates with clients; maintain contact relation with clients.

Staff Development

- Develop strong employee and sub-contractor productivity and ability to identify, isolate, and culminate work hazards.
- Mentor through expertise in the construction industry, main source of information for staff through daily contact in a quick, professional, and considerate manner.
- Increased productivity by allowing workers to provide input into work processes that included scheduling responsibilities, completing jobs, and using experiences to complete tasks.
- Maintaining a low turnover rates by gaining trust and respect from employees through demonstrating an optimistic attitude, resolving issues immediately, and establishing open communication.
- Established positive, and productive work environment by understanding the role and needs of all team members.

Projects: (as Estimator and Project Manager)

- City Of Beaumont – Construction of Northwest Parkway
- Chamber County - Ranches of Turtle Bayou Road Construction
- City of Silsbee – Knupple Ditch Concrete Liner
- City of Pinehurst – Construction of Bridge on Lexington Ave.
- Jefferson County DD7 – Lateral 3a Concrete liner
- City of West Orange – Box Culvert Installation
- City of Port Arthur – 66th Street Culvert Repair
- City of Port Arthur – 9th Street Reconstruction
- City of Vidor – Walden and Taylor Street Crown Span Culverts
- Sabine River Authority – Installation of Relief Wells
- Dowlen Road Church of Christ – Concrete Parking lot addition
- Orange County – Culvert Installation on Bessie Heights Road (3 locations)
- Orange County – Allie Payne, Pine Bluff and Evergreen Street Crown Span Culverts
- Jefferson County – Keith Lake Boat Ramp Parking lot and access road
- Lower Neches Valley Authority – Culvert Installation under KCS Railroad and Orchard St.

Allco, LLC.
Beaumont, TX

2000 –2012

Surveyor Helper	May 2000 - April 2001
Surveyor	May 2001 - June 2005
Jr. Estimator / Project Manager / Surveyor (as needed)	July 2005 – April 2007
Estimator / Project Manager / Surveyor (as needed)	May 2007 – November 2008
Highway Division Manager / Estimator / PM	November 2008 – September 2012

- TXDOT – FM 777 Bridge Replacement
- TXDOT – FM 787 Bridge Replacement
- TXDOT – Spur 92 (West Port Arthur Road) Construction of Concrete Roadway
- TXDOT – IH 10 Construction of Feeder Roads (Walden to Major)
- TXDOT – FM 364 (Major Drive) Construction of Concrete Roadway
- TXDOT – FM 1179 Railroad Grade Separation (Bryan, TX)
- TXDOT – Highway 96 Kirbyville Construction of Concrete Roadway
- City of Beaumont – Phelan Blvd Extension (Major Drive to Keith Road)
- City of Beaumont – Rolfe Christopher Blvd Construction
- City of Beaumont Full Depth repair and street replacements
- Port of Orange – Alabama Street Paving and Security Building
- Port Of Orange – Transmodal Transportation Laydown yard Paving
- City of Pinehurst – Construction of Bridge on Lexington Ave.
- Jefferson County DD7 – Lateral 3A Concrete liner

REFERENCES

Duane Browning, Lower Neches Valley Authority, 409-892-4011
Wesley McPhail, Waxman incorporated, 409-384-3458
Keestan Cole PE, Arceneaux Wilson & Cole LLC, 409-749-0439
Cody Croley PE, Carroll & Blackman Inc., 409-833-3363
Ed Long PE, Port of Port Arthur, 409-962-0263
Rawetts Baaheth, Sr., City of Port Arthur, 409-983-8184

Michael Suire

409 Holywood, Sulphur, LA 70663 ◆ H: 337 794 2245 ◆ C: 409 730 3451 ◆ mikes@mkconstructors.com

Professional Summary

Motivated Construction Manager highly effective at finding the best methods possible to complete exceptional construction projects. Strong knowledge of civil engineering principles and concepts. Construction Manager with [20] years leading teams of general contractors and laborers on large scale residential and commercial construction projects. Veteran Superintendent well-versed in preparing and interpreting graphs, charts and maps to create practical schedules for new construction projects. Innovative Construction Manager adept at finding engaging ways to motivate construction teams to exceed expectations and maintain high standards. Construction Manager who collaborates successfully with architects, owners and construction staff to complete multi-million dollar projects.

Skills

- Excellent customer relations
- General contracting professional
- Subcontractor management
- Knowledgeable in construction safety
- Best building practices
- First Aid and CPR Certified
- Strong interpersonal skills
- Project scheduling
- Project planning and development
- Organized
- Unsurpassed work ethic
- Dependable
- Project management
- Water and sewer pipe installation
- Certified Heavy Equipment Operator
- Backhoe loading
- Drilling machine experience
- Tunnel boring machine operation
- Commercial driver's license

Work History

Project Manager, 01/2014 to Current
MK Constructors – 77662, TX

- Coordinated utility service providers according to project schedules.
- Conducted weekly production and operations contractor meetings, which facilitated stronger communication and the ability to resolve critical issues.
- Performed regular job site observations to provide direction for all general contractor personnel.
- Avoided construction delays by efficiently following through with all site inspections in a timely manner.
- Scheduled all contractors and materials deliveries.
- Trained and promoted continued education for all onsite crew members.

Project Manager, 07/2003 to 12/2013
Simco Enterprises – 77619, TX

- Reviewed plans and specs during the schematic design of pre-construction.
- Coordinated utility service providers according to project schedules.
- Obtained building and specialty permits from local jurisdictional agencies.
- Conducted weekly production and operations contractor meetings, which facilitated stronger communication and the ability to resolve critical issues.
- Performed regular job site observations to provide direction for all general contractor personnel.
- Reported to the vice president of production on conformance with the contract schedule.
- Conducted all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturer's representatives.
- Prepared and followed through on all required punch lists.
- Oversaw the entire building turnover process, while enhancing communication between all construction management.

Operator, Foreman, 05/1990 to 01/2003
FD Shay Construction – Sulphur, 70663, LA

- Applied asphalt on highways, private roadways, parking lots and driveways.
- Installed vegetation and erosion control devices.
- Accurately graded and tracked slopes.
- Placed soil and rock fills and installed and cleaned ditches.
- Maintained the truck access road and dumping pad area.
- Maintained equipment in good working order by checking fluid levels and greasing and fueling machines.
- Located utilities and other buried lines prior to digging.
- Determined the project schedule, which included the sequence of all construction activities.
- Scheduled all contractors and materials deliveries.
- Reviewed plans and specs during the schematic design of pre-construction.
- Coordinated utility service providers according to project schedules.

EDUCATION

High School Diploma: 1988
Abbeville High - 70510, LA

Stacy Smith

925 Forrest Lane, Vidor, TX 77662 | 409-730-5014 | stacys@mkconstructors.com

Summary

- I have 25 years Industrial Field Safety experience. I have been a Corporate Safety Director for 22 of the 25 years. I have daily communication with top industrial customers and I am directly involved in the safety of numerous employees. I was instrumental in helping CA Turner Construction Company attain OSHA VPP status. I have reduced both OSHA recordable rates and Insurance premium rates with record numbers over the past 22 years.

Education

LAMAR UNIVERSITY

Occupational Safety and Health Program Certificate

Safety Standards, Codes, and Requirements

OSHA Special Topics, Accident Prevention

Occupational Safety and Health Regulations

Safety Program Management

Physical Hazard Controls 1 and 2

Health Hazard Recognition

Ergonomic and Human Factors

Vehicle and Traffic Safety, Fire Protection

Spill prevention plan administrator

Certifications

- OSHA 10 Hour, OSHA 1926
- Trenching and Excavation Competent Person
- Fall Protection
- First Aid/CPR Training
- Company Drug Policy Administrator
- Business Management Systems
- Workers Compensation / Case Management
- ISNetworld compliance certification
- PICS auditing compliance certification
- PEC certification
- ASSE certified
- Owned Goin Postal business in Vidor which I sold In March of 2013.
- Licensed Insurance agent in Texas

Experience

SAFETY DIRECTOR | MK CONSTRUCTORS | 2015-PRESENT

- Coordinating and communicating with management about daily safety concerns and bringing them to a close.
- Traveling to jobsites to do weekly corporate audits and ensuring the safety of all employees.
- Workers compensation case management
- Communicating with customers about our crews that work in the field
- Developed several safety manuals and auditing systems for osha compliance
- Implemented several new training programs
- Also utilized as commercial sales and customer follow up when job is completed
- Incorporated and administered weekly staff meetings covering all business.

SAFETY DIRECTOR | PAT TANK | 1999-2015

- Coordinating and communicating with management about daily safety concerns and bringing them to a close.
- Traveling to jobsites to do weekly corporate audits and ensuring the safety of all employees.
- Workers compensation case management
- Communicating with customers about our crews that work in the field
- Developed several safety manuals and auditing systems for osha compliance
- Implemented several new training programs
- Also utilized as commercial sales and customer follow up when job is completed
- Incorporated and administered weekly staff meetings covering all business.

SITE SAFETY SUPERVISOR | THE TURNER GROUP, INC. | 1996-1999

- Implemented an OSHA VPP Program with CA Turner Construction Company.
- Conducted weekly safety meetings for all employees
- Conducted safety committee meetings and safety committee audits
- Performed weekly site safety inspections
- Provided written reports to Site Superintendent
- Provided first aid treatment as needed

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)
BDS Constructors LLC dba MK Constructors
PO Box 1208 Vidor TX 77670

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)
Kenneth Stewart President

*Kenneth Stewart 4/6/22
SIGNATURE DATE

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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient) Jefferson County	DATE 4/6/22
	PROJECT NUMBER (if any) 110B - CDBG DR
C/O	PROJECT NAME Drainage Improvement Ditch 110B

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

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

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

   (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

4. Certifies that:

   (a) The legal name and the business address of the undersigned are: BDS Construction LLC dba MK Construction PO Box 1208 Vidor TX 77670

   (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
Michael Braun	V.P.	515 Four Oaks Kansas Rd Vidor TX 77662
Kenneth Stewart	President	4605 Regina Ln Bmt TX 77705

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

NAME	ADDRESS	NATURE OF INTEREST

	N/A	

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

NAME	ADDRESS	TRADE CLASSIFICATION
	N/A	

BDS Constructors LLC
dba MK Constructors
(Contractor)

Date 4/6/22

By * Kenneth Stewart

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:

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_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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.

Kenneth Stewart
Printed Name of Authorized Representative

* Kenneth Stewart
Signature

President
Title

4/6/22
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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 SUBCONTRACTOR 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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING 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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DEC

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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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) "Non-resident Bidder" refers to a person who is not a resident.

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

☑ I certify that BDS Construction LLC dba MK Construction [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	45 - 3546082
Company Name submitting bid/proposal:	BDS Construction LLC dba MK Construction
Mailing address:	PO Box 1208 Vidor TX 77670
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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Kenneth Stewart the undersigned representative of (company or business name) BDS Construction LLC dba MK Construction (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 2270.002, 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.

X Kenneth Stewart
Signature of Company Representative

4/6/22
Date

On this 6 day of April, 2022, personally appeared Kenneth Stewart, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Public CARRIE SUE VINCENT
Notary ID #128955139
My Commission Expires
April 13, 2024

Notary Signature

4/6/22
Date

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.

BDS Construction LLC dba MK Construction

Company Name

IFB 22-014 JW

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Orange)

Kenneth Stewart, being first duly sworn, deposes and says that:

(1) He/She is President of ABS Construction 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 City of Orange (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) Kenneth Stewart

President
Title

Subscribed and sworn to me this 10 day of April 2022.

By: [signature]
Notary Public

My commission expires 4/13/24

CARRIE EVE VINCENT
Notary ID #128955139
My Commission Expires
April 13, 2024

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 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.	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 aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:	Chapter 176 of the Local Government Code

(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).

(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:

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.

>$10,000

2 CFR 200
APPENDIX II(B)

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.

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.] *(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.*	
>$50,000	***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 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 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 CDBG funding. In the event that grant funds are not awarded to the County by TDA through the TxCDBG program, this agreement shall be terminated by the County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts:

THRESHOLD	PROVISION	CITATION
	(Italics – Explanatory; not contract language)	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)
>$10,000	*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 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]

§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.

>$100,000 — 24 CFR §135.38

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
	HUD 4010 Federal labor standards provisions include:	
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	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):*	2 CFR 200 APPENDIX II (D)

(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.

(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."

>$10,000

41 CFR §60-1.4(b)
And
2 CFR 200
APPENDIX II (C)

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 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 (Satisfied with inclusion of HUD 4010)	(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, 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 (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.	2 CFR 200 APPENDIX II (E)
>$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.	24 CFR §135.38

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract

	that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
>$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)

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 TX COUNTY OF Orange

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

on this day personally appeared Kenneth Stewart (name), who

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

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

for BDS Construction LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said BDS Construction LLC (name of firm) dba MK Construction.

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

Name and address of Bidder: BDS Construction LLC dba MK Construction
PO Box 1208 - Vidor TX 77670

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

by: Kenneth Stewart (print name) Title: President

Signature: Kenneth Stewart

SUBSCRIBED AND SWORN to before me by the above-named

Kenneth Stewart on

this the 4 day of April, 2022

Notary Public in and for the State of TX

CARRIE EVE VINCENT
Notary ID #128955139
My Commission Expires
April 13, 2024

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

"General Decision Number: TX20220052 02/25/2022

Superseded General Decision Number: TX20210052

State: Texas

Construction Type: Heavy

Counties: Jefferson and Orange Counties in Texas.

FLOOD CONTROL, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds Pumping Stations (prefabricated drop-in not building), Revetments.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX1990-035 01/31/1990

	Rates	Fringes
CARPENTER	$ 10.965 **	.90

Heavy Equipment Operator
Heavy duty mechanic, blade grader (self-propelled), bull clam, backfiller, derrick (power operated, all types); dragline, push cat operator; bulldozer & all types of cat tractors; cable-way; backhoe, shovel, crane (power operated, all types), elevating grader (self-propelled), hoist (motor driven 2 drums or more), mix mobile, winch truck, locomotive crane, mixer (14 cubic feet or more), paving mixer (all sizes), scraper (heavy type over 3 CY), trench machine (all sizes), gradeall, high lift, foundation boring machine, gasoline or diesel driven welding machines (7 to 12 machines pumpcrete machines & drill operator, water well, tournapulls, DW-10 euclid, asphalt plants, crushing machines & batchplants,

scoopmobiles, fingerlifts,
open construction.....$ 7.25 **

LABORER.....$ 7.25 **

Light Equipment Operator
Air compressor, blade
grader (towed), flexplane,
form grader, mixer (less
than 14 cu. ft.), pumps
pulsometer, truck crane
driver, gasoline or diesel
driven welding machines (3
to 6 machines), hoist
(single drum), scrapers (3
cu. yds. or less).....$ 7.25 **

Oiler.....$ 7.25 **

Piledriver.....$ 7.25 **

PILEDRIVERMAN.....$ 11.26 ** .85

TRUCK DRIVER.....$ 7.25 **

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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

https://www.dol.gov/agencies/whd/government-contracts.

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 National Office because National Office has 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"

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 22-014/JW
IFB Title:	Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County
IFB Due:	**11:00 am CT, Wednesday, April 6, 2022**
Addendum No.:	1
Issued (Date):	March 23, 2022

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 Bid 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:
Deadline for Question Submission and Additional Project Information

- **Deadline for Questions:**
  The deadline for Bidders to submit questions is **5:00 pm CT, Monday, March 28, 2022.**
  Questions are to be submitted in writing to Jamey West at jwest@co.jefferson.tx.us
- **Project Cost Estimation:**
  A project cost estimation will not be released for this project
- **Bid Document Information:**
  Page 47 of the bid package (Acceptance of Offer) will be left blank

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: ____

* Kenneth Stewart
Authorized Signature (Bidder)

President
Title of Person Signing Above

Kenneth Stewart
Typed Name of Business or Individual

16386 IH 10 Vidor TX 77662
Address
PO Box 1208 Vidor TX 77670

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 22-014/JW
IFB Title:	Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County
IFB Due:	**11:00 am CT, Wednesday, April 6, 2022**
Addendum No.:	2
Issued (Date):	March 28, 2022

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 Bid 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:
Addition of Appendix A to contract documents

- **Revised Table of Contents:**
  Includes revisions to the table of contents to add Appendix A
- **Appendix A:**
  Includes Project Condition/Mitigation Measure and Conditions

---

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: _____

* Kenneth Stewart
Authorized Signature (Bidder)

@ President
Title of Person Signing Above

Kenneth Stewart
Typed Name of Business or Individual

PO Box 1208 Vidor TX
Address

11673 IH 10 Vidor TX 77662

JEFFERSON COUNTY, TEXAS
2021 GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT
DRAINAGE DITCH 110-B
GLO CONTRACT NO. 20-065-121-C408

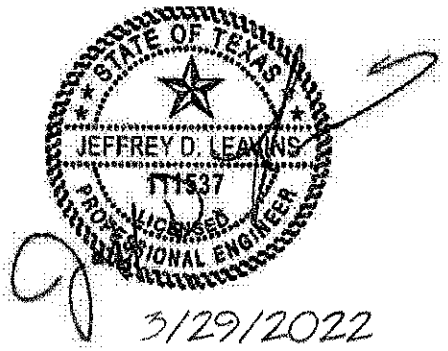
ISSUED ON MARCH 29, 2022

ADDENDUM NO. 2

1. The attached Table of Contents shall replace the original Table of Contents in the contract documents in its entirety.

2. The attached Appendix A shall be added to the contract documents.

END OF ADDENDUM NO. 2



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APPENDIX A

Mitigation Measures – Jefferson County - Ditch 110-B Project

RROF Received: 03/08/2022

AUGF Issued: 03/24/2022

City of Jefferson County is environmentally cleared as of March 24, 2022, for this project.

Project Conditions/Mitigation Measures and Conditions:

Endangered Species: The site should be assessed prior to construction to prevent impact to wildlife and/ or listed and endangered species. In addition, if wildlife enters the project area, the project construction activities should cease in that area and resume after the animal has had a chance to exit the area.

Historic Preservation: Above-Ground Resources- no historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area; work can continue where no historic properties are present. Please contact THC Historic Programs Division at 512-463-5853 as well as the GLO to consult on further actions that maybe necessary to protect historic properties. Archeology Comments- No identified historic properties, archeological sites, or other cultural resources are present or affected. However, if cultural materials are encountered during project activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 as well as the GLO to consult on further actions that may be necessary to protect the cultural remains.

RECV'D JEFFCTY PURCH 10:04 AM 06.04.2022

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

"Sealed Bid"

Owner:	Jefferson County Purchasing Department
Address:	1149 Pearl Street, 1st Floor Beaumont, Tx. 77701
Project Title:	Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR Community Development Block Grant Disaster Recovery Program Project For Jefferson County
Bid No:	IFB 22-014/JW
Due Date:	April 6, 2022
Due Time:	11:00 A.M.

BIDDER INFORMATION FORM

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

Bid Number & Name: Invitation for Bid (IFB 22-014/JW) Drainage Improvements: Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County

Bidder's Company/Business Name: Brystar Contracting

Bidder's TAX ID Number: [redacted]

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Bryan Phelps **Title:** President

Phone Number (with area code): 409 842 6768

Alternate Phone Number if available (with area code): —

Fax Number (with area code): 409-842-1215

Email Address: Bryan@Brystar.com

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

8385 Chemical Rd
Address
BMT, TX 77705
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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): One (1) _____, _____, _____.

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

Brystar Contracting
Company Name

8385 Chemical Rd
Address

Beaumont Tx 77705
City State Zip

Signature of Person Authorized to Sign

Bryan Phelps
Printed Name

President
Title

For clarification of this offer, contact:

Bryan Phelps
Name & Title

409-842-6768 / 1215
Phone Fax

Bryan@Brystar.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant) Program Project for Jefferson County.**

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. 22-014/JW, Drainage Improvements for Drainage Ditch No. 110-B (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
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Interim Jefferson County Clerk

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BID FORM

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 3/23/22

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

SCOPE OF WORK

The project scope for the Base bid includes but is not limited to:

- Traffic control as required, including all barricades, signs and traffic handling
- Furnish and install erosion control protection
- Preparing Right of Way and easement
- Removal of existing concrete liner and concrete riprap
- Excavation and shaping to the lines and grades shown in the plan as preparation for box culverts
- Placement of box culvert to the lines and grades shown in the plans
- Backfill box culverts as shown in the plans
- Placement of articulated mats to the line and grades shown in the plans
- Construct concrete riprap as shown in the plans
- Seed all disturbed area upon completion
- Final site clean up

BASE BID

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, project signage, NOT TO EXCEED 3% of project total bid for, Twenty-Five Thousand _____ dollars and No cents per LUMP SUM.	$25,000.00	$25,000.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	411 L.F.	**RIGHT OF WAY PREPARATION (Clear and Grub)** – Furnish all labor, equipment, and material necessary to remove and dispose of debris material (organic and non-organic) and removal of trees/brush from the right of way/easement, in accordance with the plans and specifications, for _____ One Hundred _____ dollars and No cents per LINEAR FOOT.	$100.00	$41,100.00
3	858 C.Y.	**EXCAVATION (Channel)** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for _____ Ninety _____ dollars and No cents per CUBIC YARD.	$90.00	$77,220.00
4	686 C.Y.	**EMBANKMENT (Channel)** – Furnish all labor, equipment, and materials to install required material in strict accordance with the plans and specifications, for _____ Ninety _____ dollars and No cents per CUBIC YARD.	$90.00	$61,740.00
5	5 S.Y.	**REMOVAL OF CONCRETE RIPRAP** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for _____ Seven Hundred _____ dollars and No cents per SQUARE YARD.	$700.00	$3,500.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	411 L.F.	**REMOVAL OF CONCRETE LINER** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for One Hundred Ninety-Five dollars and No cents per LINEAR FOOT.	$195.00	$80,145.00
7	400 L.F.	**CONCRETE BOX CULVERT (4'X6')** – Furnish all labor, equipment, and materials to install box culvert including but not limited to excavation, embankment, grading, shaping, backfill, placement, embedment and matting complete in place and in accordance with the plans and specifications, for One Thousand Three Hundred dollars and No cents per LINEAR FOOT.	$1,300.00	$520,000.00
8	1 L.S.	**TIE IN EXISTING 18" CPP STORM SEWER** - Furnish all labor, equipment, and materials to tie in existing CPP including but not limited to additional storm sewer pipe, manufacture recommended connection, excavation, embankment, grading, shaping, backfill, placement, embedment and grouting complete in place and in accordance with the plans and specifications, for Two Thousand Five Hundred dollars and No cents per LUMP SUM.	$2,500.00	$2,500.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
9	3,269 S.F.	**CLOSED CELL BLOCK (ARMORTEC ARMORFLEX 45S)** - Furnish all labor, equipment, and materials to install closed cell block including but not limited to excavation, embankment, grading, shaping, backfill, and placement complete in place and in accordance with the plans and specifications, for _____ Thirty-Four _____ dollars and No cents per SQUARE FEET.	$34.00	$111,146.00
10	356 L.F.	**REMOVE AND REPLACE 6' WOOD FENCE** – Furnish all labor, equipment, and materials to remove and replace existing wood fence including but not limited to lumber, fasteners and concrete complete in place and in accordance with the plans and specifications, for _____ Forty _____ dollars and No cents per LINEAR FOOT.	$40.00	$14,240.00
11	1 L.S.	**TRENCH SAFETY PLAN** – 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 _____ dollars and No cents per LUMP SUM.	$1,000.00	$1,000.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
12	410 L.F.	**TRENCH SAFETY SYSTEM** – Provide trench safety system in accordance with Specification Item No. 9500 for all excavations in excess or 5 feet deep, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for _____ Sixteen _____ dollars and No cents per LINEAR FEET.	$16.00	$6,560.00
13	410 L.F.	**SPECIAL SHORING** – Provide special shoring in accordance with Specification Item No. 9500, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for _____ Zero _____ dollars and Twenty cents per LINEAR FEET.	$.20	$82.00
14	1 L.S.	**STORM WATER POLLUTION PREVENTION PLAN** – including administration, permits, construction entrance, preparation, implementation, maintenance, sediment control devices, furnished and installed, complete in place, in accordance with specification item 506 and the plans and specifications, for _____ Eight Thousand Five Hundred _____ dollars and No cents per LUMP SUM.	$8,500.00	$8,500.00

TOTAL BASE BID:

Nine Hundred Fifty-Two Thousand Seven Hundred Thirty-Thr dollars

and No cents ($ # 952,733.00)

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.

Amounts are to be shown in both words and figures. Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the correct total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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 acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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

TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of working days indicated in the Agreement.

Base Bid - 100 **Working Days**

Bidder accepts the provisions of the Agreement as to liquidated damages.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: 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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: 801 main ST.

Contact Person and Title: Molly Villarreal, P.E.

Phone: 409-880-3725 Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: Various Projects

REFERENCE TWO

Government/Company Name: City of Nederland

Address: 207 N. 12TH

Contact Person and Title: Robert Woods, P.E.

Phone: 409-723-1550 Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: Various Projects

REFERENCE THREE

Government/Company Name: Port of Beaumont

Address: 1225 main ST

Contact Person and Title: John Fulton Lanier & Assoc.

Phone: 504-895-0368 Fax: _____

Email Address: _____ Contract Period: 5/15-99 5/15-2000

Scope of Work: "Box Culverts Lot 5"

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.

Brystar Contracting
Bidder (Entity Name)

8385 Chemical Rd
Street & Mailing Address

Beaumont TX 77705
City, State & Zip

409-842-6768
Telephone Number

Bryan@Brystar.Com
E-mail Address

Signature

Bryan Phelps
Print Name

4.6.22
Date Signed

409-842-1215
Fax Number

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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:

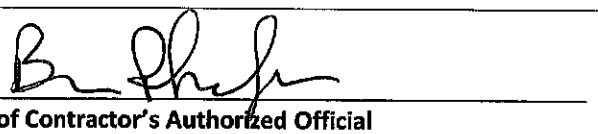
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

Bryan Phelps, President

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

4.6.22

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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.**

None

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 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.**

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 N/A

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 N/A

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.**

None

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).

7 Signature of vendor doing business with the governmental entity

4.6.22

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

§ 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).

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized.

If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4.6.2022

Bidder (Legal Name of Firm): Brystar Contracting

Date Organized: 7/15/1992

Address: 8385 Chemical Rd

Beaumont, TX 77705

Date Incorporated 7/15/92 Number of Years of Experience: 30+ Providing Similar Services: 30+

Federal ID Number:

Number of Years in contracting business under present name: 30

List all other names under which your business has operated in the last 10 years: No Others

Work Presently Under Contract:

Contract	Amount $	Completion Date
Please see enclosed brochure		

Type of work performed by your company: General Contracting / Civil / Heavy Civil

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
+/- 45

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.)

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.) None

List the projects most recently completed by your firm (include project of similar importance):
Please see enclosed brochure.

Project	Amount $	Mo/Yr. Completed

Major equipment available for this contract: Please see enclosed brochure

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

Bank References

[redacted]

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. None

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. None

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 6th day of April, 2022.

Signature

Bryan Phelps
Printed Name and Title

Brystar Contracting
Company Name

NOTARY STATEMENT:

Bryan Phelps, being duly sworn, says that he/she is the President (Position/Title) of Bryan Contracting (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 6th day of April, 2022.

Notary Public

Suzanne Holubeck
Signature

Suzanne Holubeck
Printed Name

My Commission Expires: 10-26-25

SUZANNE HOLUBECK
ID #3153072
My Commission Expires
October 26, 2025

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

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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.** Due to nature of Project all work to be Completed in-House.

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

Bryan Phelps
Printed Name of Authorized Representative

Signature

President
Title

4.6.2022
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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: Brystar Contracting HUB: ☐ Yes ☒ No

Address: 8395 Chemical Rd BMT TX 77705
Street City State Zip

Phone (with area code): 409-842-6768 Fax (with area code): 409-842-1215

Project Title & No.: 2021 GLO CDBG-DR Drainage Improvements Project. Ditch No 110-B

Prime Contract Amount: $ 952,733.00

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Bryan Phelps	[signature]	4.6.22
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Prime Contractor: Brystar Contracting HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 8385 Chemical Rd (Street) BMT (City) TX (State) 77705 (Zip)

Phone (with area code): 409-842-6768 Fax (with area code): 409-842-1215

Project Title & No.: 2021 GLO CDBG-DR Drainage Improvements Project Drainage Ditch 110-0 IFB/RFP No.: 20-065-121-C408

Total Contract: $ 952,733.00 Total HUB Subcontract(s): $ _____

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR 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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: No Subcontractors Needed due to scope of work

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DEC

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): Bryan Phelps

Title: President

Signature: Bryan Phelps

Date: 4.6.22

E-mail address: Bryan@Brystar.Com

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

Name (print or type): Brent Simmons

Title: C.F.O./V.P.

Date: 4.6.22

E-mail address: Brent@Brystar.Com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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) "Non-resident 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 Brystar Contracting [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	Brystar Contracting
Mailing address:	8385 Chemical Rd BMT, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
7***92742***	8385 Chemical Rd

* 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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Bryan Phelps, the undersigned representative of (company or business name) Bryston Contracting (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 2270.002, 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.

B Phelps

Signature of Company Representative

4.6.22

Date

On this 6th day of April, 2022, personally appeared

Bryan Phelps, 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 Holubeck

Notary Signature

4.6.22

Date

SUZANNE HOLUBECK
ID #3153072
My Commission Expires
October 26, 2025

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.

Brystar Contracting
Company Name

GLO Contract No 20-065-121-C408
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Jefferson)

Bryan Phelps, being first duly sworn, deposes and says that:

(1) He/She is President of Brystar Contracting, 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 County of Jefferson (Local Public Agency) or any person interested in the proposed Contract; and

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

(Signed) _____

President
Title

Subscribed and sworn to me this 6th day of April.

By: _____
Notary Public

SUZANNE HOLUBECK
ID #3153072
My Commission Expires
October 26, 2025

My commission expires _____

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 22-014/JW
IFB Title:	Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County
IFB Due:	**11:00 am CT, Wednesday, April 6, 2022**
Addendum No.:	1
Issued (Date):	March 23, 2022

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 Bid 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:
Deadline for Question Submission and Additional Project Information

- **Deadline for Questions**:
  The deadline for Bidders to submit questions is **5:00 pm CT, Monday, March 28, 2022**.
  Questions are to be submitted in writing to Jamey West at jwest@co.jefferson.tx.us
- **Project Cost Estimation**:
  A project cost estimation will not be released for this project
- **Bid Document Information**:
  Page 47 of the bid package (Acceptance of Offer) will be left blank

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)

Bryan Phelps President
Title of Person Signing Above

Brystar Contracting, Inc.
Typed Name of Business or Individual

8385 Chemical Rd BMT, TX 77705
Address

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Brystar Contracting, Inc.
8385 Chemical Road, Beaumont, TX 77705
as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
One Hartford Plaza, Hartford, CT 06155-0001
a corporation duly organized under the laws of the State of CT
as Surety, hereinafter called the Surety, are held and firmly bound unto Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor, Beaumont, TX 77701
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of April , 2022

(Witness)

Brystar Contracting, Inc.
(Principal) (Seal)
By: Bryan Phelps President
(Title)

Susan McElveen (Witness)

Hartford Fire Insurance Company
(Surety) (Seal)
By: Attorney-in-Fact Douglas N. McElveen (Title)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: SurePath**

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

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

Douglas N. McElveen *of* **Lake Charles, LA**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of Brystar Contracting, Inc. naming Jefferson County Purchasing Department as Obligee in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

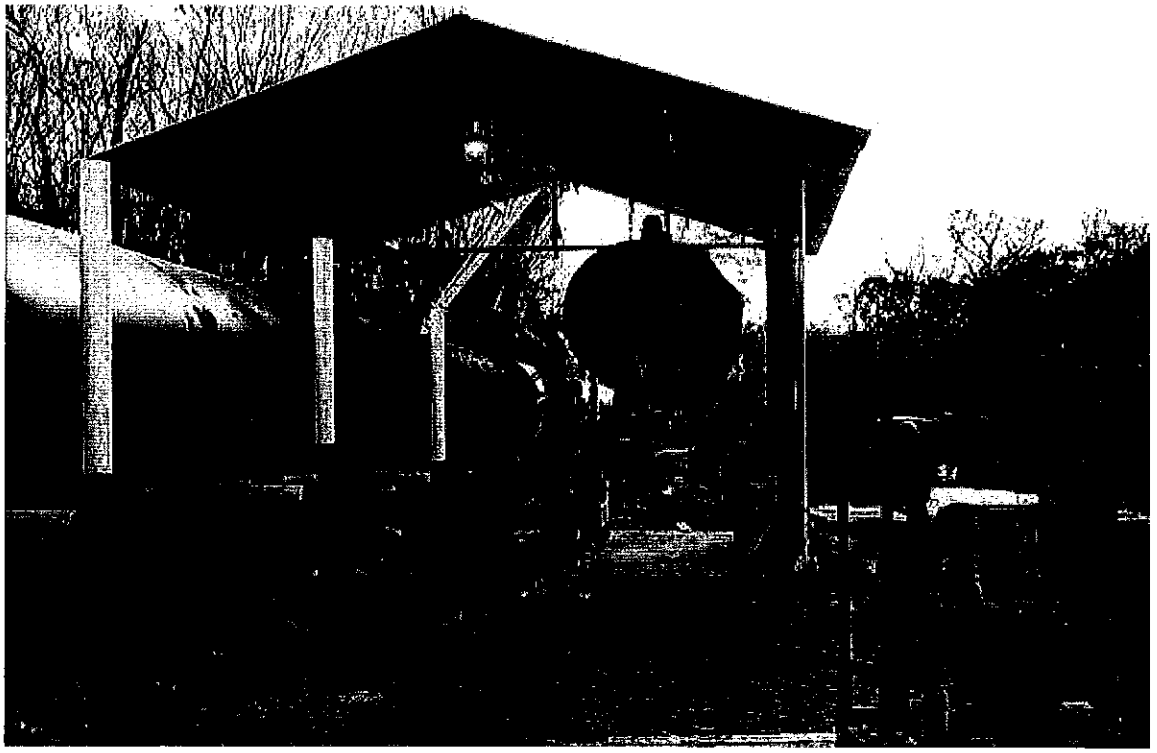
I, the undersigned; Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 6, 2022.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768



Civil Division

BRYSTAR CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

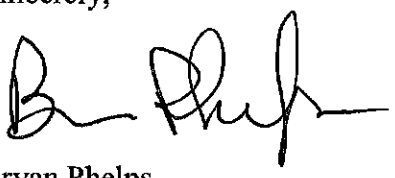
Brystar Contracting, Inc. provides a full range of available services within the construction industry. Our main objective at Brystar is to deliver a quality job in a professional manner, on schedule. We realize that our success depends on the ability to accomplish this as well as the success of the project.

The employees at Brystar have vast experience in various areas of the construction industry. In addition to our highly trained field personnel, Brystar maintains in house estimation, project management, surveying, and engineering staff to continually oversee projects and ensure quality.

Our goal to stay at the forefront of construction technology allows us to better serve our customers and to generate an economical and dependable product.

The following pages contain more specific data on our services. We appreciate your interest in Brystar Contracting, Inc. Should you have any questions please do not hesitate to contact us direct or visit our website at http://www.brystar.com

Sincerely,



Bryan Phelps,
President

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

SERVICES

Brystar Contracting, Inc. provides a full range of available services within the construction industry.

Civil Construction

- Clearing and Grubbing
- Earthwork
- Soil Stabilization
- Drainage Systems
- Potable Water Systems
- Waste Treatment Facilities
- Sanitary Sewer Systems
- Sewer Treatment Facilities
- Concrete Paving
- Structural Concrete
- Dewatering
- Wetlands Restoration

General Building Construction

- Design Build
- Construction Management
- Consulting and Budgeting
- Competitive Bid Services
- Project Management
- Turn Key Construction
- Leed Accredited Services (Green Build)

Utility Rehabilitation

- Hydro excavation
- Pipe Bursting
- Slip Lining
- Pipe Jacking
- Closed Circuit T.V. Pipe Inspection
- High Pressure Line Cleaning
- Manhole Inspection
- Storm Sewer Cleaning
- HDPE Fusion
- Trenchless Technology Consulting

Surveying and Layout

- Construction Surveying and Staking
- Topography Surveys
- Drainage Surveys
- Land Surveying
- Underground Pipe Line Location Service

BRYSTAR
CONTRACTING, INC.

8385 Chemical Road • Beaumont, Texas 77705 • (409) 842-6768

SURVEYING AND LAYOUT DIVISION

Brystar Contracting, Inc. recently formed an in house full time surveying department. Our growing needs in this area along with our continuing effort for quality control necessitated this addition.

T.W. Malone, a surveyor, who has worked in the Southeast Texas area for 30 years, is managing this department. To compliment our experienced personnel we are utilizing the latest in surveying equipment.

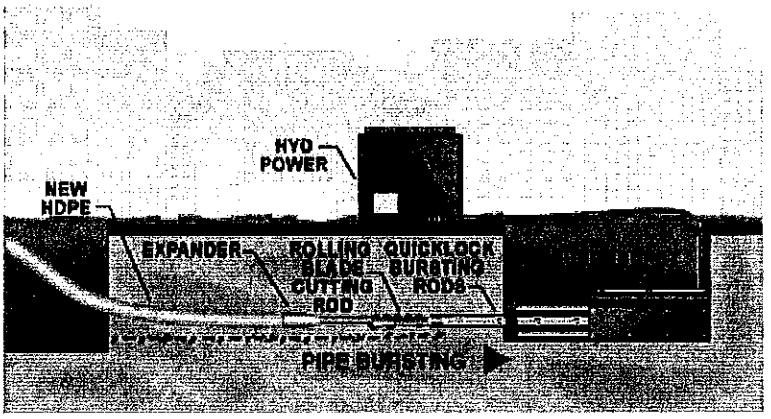
In addition to providing services related to our contractual work we are able to provide the following services for our customers:

1.) Land Surveying
2.) Topography Surveys
3.) Construction Surveying and Staking
4.) Drainage Surveys
5.) Underground Pipe Line Location Service

Pipe Bursting

Brystar Contracting Inc.'s pipe bursting division represents just one of the company's full range of underground services. The proven method of pipe replacement using the static pipe bursting system is just another way Brystar stays on the leading edge of technology. The effectiveness of pipe bursting allows it to be a very economical solution for the replacement of gas, water, sanitary and storm sewer pipes. Furthermore, the pipe bursting method is effective on a wide range of materials such as clay, concrete, cast iron, ductile iron and PVC pipes as well as a selective range of sizes for 4" to 36"

Other important considerations in using the pipe bursting method include many environmental and social factors. By providing a service, which minimizes ground disturbance, supports continuous traffic flow, and maintains landscaping intact, both the client and public will experience the difference in satisfaction.



How it Works

Pulled by a hydraulic bursting unit, the cutter head's unique bladed cutting wheel design is an essential part of the Grundoburst's success. The bladed wheels actually split the host pipe instead of ripping or tearing it like single fin-type static systems. The bladed wheel system is a very "clean" process that requires less power than other static systems and helps prevent potential damage to the product pipe. An attached expander spreads and displaces the split pipe into the surrounding soil while simultaneously pulling in the new pipe.

COMPANY OWNED EQUIPMENT LIST

(Abridged)

KOMATSU PC18 MINI EXCAVATOR

KOMATSU PC138 EXCAVATOR

(3) TAKEUCHI TB153 EXCAVATOR

(2) KOMATSU PC200 EXCAVATOR

(2)KOMATSU PC228 EXCAVATOR

KOMATSU PC400 EXCAVATOR

(3) CATERPILLAR D-6 DOZER

KOMATSU D51P SMART DOZER (GPS)

(3) KOMATSU D39P DOZER

JOHNDEER 544H LOADER

KOMATSU 250 LOADER

(3) KOMATSU 200 LOADER

(3) CASE 580 N BACKHOE

(3) TANDEM DUMPTRUCKS

(2) TANDEM TRUCK W/28' ENDDUMP

TANDEM WATER TRUCK

KENWORTH TRIAXLE W/55TN LOWBOY

MISC. UTILITY TRAILERS AND EQUIPMENT

HORIZONTAL BORING EQUIPMENT

MCELROY 412 FUSION MACHINE

MCELROY 618 FUSION MACHINE

MCELROY 1236 FUSION MACHINE

FRIATECH FUSION PRO

VACCON 12 CY VACCUM TRUCK

LEEBOY 685C MOTOR GRADER WITH LASER CONTROL

CAT RM 300 MIXER

RAYGO MIXER

(4) VARIOUS SIZE HYDRAULIC HAMMERS

FORM RIDING CONCRETE PAVING MACHINE

HYDRAULIC WORK BRIDGE

MBW CURBING MACHINE

(2) MECHANICAL CONCRETE SCREED

(2) JOINT SEALING MACHINE

SAFETY TRENCH BOXES

PUMPS/WELDERS/GENERATORS AND AIRCOMPRESSORS

SERVICE TRUCKS

VERMEER T555 TRENCHER

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
City of Beaumont Constructed Wetland Facility Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	9/18/92 to 10/04/93	Earthwork, Excavation for Lift Station Facility 370 CY Structural Concrete, 2000 LF Concrete Lined Ditch	$1,172,890.00
Proposed Mill Effluent Discharge System Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	4/01/93 to 5/12/93	Structural Concrete	$294,538.00
Jefferson County, Texas 135FT Steinhagen Bridge Extension Sub to APAC Contact: Roger Tutt (409)866-1444	12/06/93 to 3/03/94	Pile Driving 80 Ea Timber Pile Excavation 4000CY Structural Steel Fabrication and Placement of Precast Concrete	$79,500.00
Rose City, Texas Engineer: Schaumburg & Polk Contact: Arnold Pierce (409)866-0341	8/8/94 to 1/30/96	Water Treatment Plant Upgrade	$580,486.00
St Jude Thaddeus Catholic Church Engineer: M.W. Whitely and Assoc. Contact: Tom Rowe (409)892-0421	1/15/95 to 6/30/95	Construction of South Loop Drive and Appurtenances	$74,313.90
Crain Brothers, Inc Po box 118 Grand Chenier, LA 70643	4/13/95 to 6/30/95	Fina HDPE Pipeline Weld 6,600 FT HDPE Pipe	$154,231.57
Port Arthur, Texas Engineer: Black and Veatch Sub to Crain Brothers, Inc. Contact: Butch Crain (800)737-2767	11/10/95 to 8/31/96	Raw Water Reservoir Improvements 48",30" and 20" Ductile Iron Pipe Installation	$1,387,748.00
Port Arthur, Texas Sub to Crain Brothers, Inc. Engineer: Bob Shaw Consulting Contact: Bob Shaw (409)962-0263	11/10/95 to 8/31/96	4th Avenue Sewer Repairs Install +/- 2500LF of 24" Ductile Iron Sanitary Sewer Line, +/- 900 LF 12" PVC Sanitary Sewer	$827,601.00
Edgewood, Texas Engineer: Hayter Engineering, Inc. Contact: Mike Donnan (903)785-0308	5/27/96 to 6/01/97	53,000LF of 10" Water Transmission Line	$520,781.26
Beaumont, Texas Major Drive Engineer: City of Beaumont Contact: Joseph Majdalani (409)866-0023	7/26/96 to 2/28/97	Water Mains and Sanitary Sewer Improvements Pipe Bursting	$299,695.00
Groves, Texas Dave Street and Bryan Street Engineer: City of Groves Contact: George Newsome (409)962-4471	11/12/96 to 6/21/97	Sanitary Sewer Improvement Bryan Street- Pipe Bursting Dave Street	$108,795.00
Orange County W.C.I.D. No 1 Engineer: DP Consulting Engineers Contact: Dave Perell (409) 727-6263	5/05/97 to 7/31/97	Water Distribution System Installation for Water Main E. Water Plant to Middle School	$110,000.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Port Arthur, Texas HWY 347 TXDOT Contact: Robert Conner (409)722-8377	11/01/99 to 1/25/00	Turning Lane on Hwy 347	$82,378.22
Beaumont, Texas Franklin Street Widening Project Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	1/15/00 to 10/01/01	Concrete Pavement Project	$763,067.20
Beaumont, Texas Folsom Drive Pavement Extension Engineer: City of Beaumont Contact: Hassan Shomalzadeh, P.E.	3/15/00 to 3/5/01	50,000CY Roadway Excavation, Lime Treated Base, Cement Treated Base and 46,000SY 10" Concrete Pavement	$2,389,270.90
Beaumont, Texas Port of Beaumont Potable Water Line	4/12/00 to 8/21/00	3,500LF HDPE Water Line 1100LF Directional Bore Under Neches River	$217,410.00
Groves, Texas Water Plant Valve Replacement Engineer: Schaumburg and Polk, Inc. Contact: Rick Borque (409)866-0341	8/12/99 to 9/30/99	Replacement of Misc. Water Valves	$127,650.00
Beaumont, Texas Montclaire Subdivision Phase I Engineer: Carroll & Blackman, Inc Contact: Don Shaver (409)833-3363	5/16/00 to 1/10/01	Sanitary Sewer, Water, Storm Sewer and Paving Improvements for Subdivision	$1,040,805.00
Port Arthur, Texas Sunken Court Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	8/8/00 to 12/13/00	Water System Improvements on Sunken Court at Hwy 347	$45,735.00
Texas Dept. of Transportation Highway 73 Sub to APAC-Texas Contact: Scott	10/30/00 to 12/7/00	Repair Dual 3'x5'x320' Reinforced Concrete Box Culverts by applying Mastic Epoxy with PVC Sheets	$564,200.00
Beaumont Texas Ashton Phase I and II Subdivision Engineer: Fittz & Shipman Contact: Don King (409)832-7238	7/19/00 to 12/20/00	Concrete Pavement w/Curb and Gutter, Storm Sewer, Water Lines, and Sanitary Sewer Lines	$226,744.00
Park at Lake Arthur Park Central M.U.D. Engineer: Arceneaux and Gates Contact: Ed Long (409)724-7888	8/9/00 to 10/3/00	Water, Sanitary Sewer, and Drainage Facilities to Serve the Park at Lake Arthur Blk 8	$79,903.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Beaumont, Texas Dowlen Road Interceptor Engineer: Schaumburg and Polk Contact: Jeff Beaver	8/10/01 to 11/01/02	Sanitary Sewer Rehabilitation 16,624LF Slip-Line Existing Pipe	$2,440,037.00
Beaumont, Texas Ivanhoe Dam Reconstruction Project Engineer: Leap Engineering Contact: Robert Hickman	9/6/01 to 6/20/03	Design and Reconstruct Two Dams for Lake Galihad and Lake Charmain	$810,630.00
Beaumont, Texas Lawson's Raw Water Transmission Line Engineer: Freeze and Nichols Contact: Brian Colthorpe (817)735-7300	11/1/01 to 10/30/02	Supply and Install 11,900LF of 48" HDPE and 600LF of 48" Ductile Iron Pipe	$3,931,150.00
Nederland, Texas Engineer: Schaumburg & Polk, Inc Contact: Rick Bourque 866-0341	5/15/02 to 4/1/03	Waste Water Collection System Rehabilitation	$874,869.00
Deerfield Phase I Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-0118	7/18/02 to 3/30/03	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$550,075.00
West Chase Village Engineer: Fittz & Shipman Contact: John Holm,P.E. 832-7238	8/1/02 to 3/30/03	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$359,791.70
Beaumont, Texas Contract II Water Mains Engineer: City of Beaumont Contact: Joseph Majdalani 785-3000	8/10/02 to 11/01/02	Replacement of Waterlines	$259,621.00
Barrington Heights Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-0118	8/19/02 to 12/2002	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$315,722.00
Beaumont Texas Relocate 20" Water Line on Major Dr. Engineer: City of Beaumont Contact: Joseph Majdalani 785-3000	12/2002 to 4/2003	Water Line	$932,284.50
Nederland, Texas Engineer: Schaumburg & Polk, Inc Contact: Rick Bourque 866-0341	April-03 to June-04	Year 4&5 Wastewater Collection System Rehabilitation	$1,781,352.00
Nederland, Texas Central Boulevard Sewer Line Replacement Engineer: Othan, Inc Contact: Jerry Woodward 713-975-8555	May-03 to Sept-03	Sanitary Sewer Line Replacement	$376,051.70

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Hillebrant Office Park Engineer: Mark Whitely & Associates, Inc. Contact: John Hinds 409-892-0421	Jul-04 to Nov-04	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$154,000.00
Hardin County Disaster Relief Project Engineer: Carroll & Blackman, Inc. Contact: Cody Croley,P.E. 833-3363	Sep-04 to May-05	Extensive Clearing, Enlargement of approximately 3000LF of Ditch for Flood Control	$194,000.00
Cowboy Honda Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Nov-04 to Apr-05	Water, Sanitary Sewer, Storm Sewer, and Dirt Work for New Honda Dealership	$228,000.00
Pt. Neches 2004 Sewer Imp. Project Engineer: Schaumburg & Polk, Inc. Contact: Ronnie Wallace 409-866-0341	Dec-04 to Oct-05	Sanitary Sewer Line Replacement, Manholes, Services	$840,000.00
54" Interceptor Rehabilitation Project Engineer: Allan Plummer Associates, Inc. Contact: Ross Standifer,P.E. Phone: 214-631-6100	Dec-04 to Jul-05	Sliplined 54" Storm Sewer Line with 48" HOBAS Pipe for City of Beaumont	$938,000.00
Muela Creek Drive Engineer: L&L Engineers & Planners Contact: Larry Sheppard 409-383-0000	Feb-05 to Oct-05	Water, Sanitary Sewer, Storm Sewer and Paving for Industrial Park Facilities	$384,000.00
Montclaire Phase II Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Feb-05 to Jun-05	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$293,000.00
South Cleveland Street, C.O. Dayton Engineer: Chica & Associates Contact: Rod Thrailkill 409-833-4343	May-05 to Sep-05	Storm Sewer, Excavation, and Concrete Paving for the City of Dayton	$370,000.00
Bunns Bluff Levee Improvements Engineer: Freese Nichols Contact: Tony Bosecker Phone: 817-735-7300	Dec-03 to Dec-05	Rehabilitate and Improve Levees for the City of Beaumont	$2,583,000.00
Nederland Wastewater Sys Rehab 2005 Engineer: Schaumburg & Polk, Inc. Contact: Rick Bourque, P.E. 409-866-0341	Feb-05 to Dec-05	Sanitary Sewer Line Replacement, Manholes, Services, Pipe Bursting	$396,000.00
Highpoint Phase I Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Jun-05 to Jan-06	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$370,000.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Downtown Imp Calder to Blanchette Engineer: City of Beaumont Engineering Contact: Hassan Sholalzadeh 409-880-3725	Mar-07 to Feb-09	10" Concrete Paving, Water, Sewer, Storm Sewer, Brick Paved Drives and Sidewalks	$6,377,855.59
West Trunk Outfall Rehabilitaion Engineer: Lloyd Engineering Contact: Stan Lloyd, P.E. Phone: 281-477-6985	Oct-07 to Mar-09	Sliplined 54" Storm Sewer Line with 48" HOBAS Pipe for City of Beaumont	$3,417,512.00
Downtown Imp Cathedral Square Engineer: City of Beaumont Engineering Contact: Hassan Shomalzadeh 409-880-3725	Dec-07 to Mar-08	Brick Paved Sidewalks and Drives	$350,000.00
Barrington Heights Phase VIII Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 833-3363	Jan-08 to Jul-08	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$1,005,124.00
Nederland, Texas Beauxart Garden/Hodgson Road Drainage Engineer: Schaumburg and Polk Contact: Rick Bourque, P.E. 409-866-0341	May-09 to Nov-09	Drainage: Install 10'x4' Conc Box, 66"x51" Arch Pipe.	$348,500.00
Downtown Brick Paved Sidewalk Project Engineer: City of Beaumont Engineering Contact: Hassan Shomalzadeh 409-880-3725	Nov-08 to Nov-12	Brick Paved Sidewalks and Drives, Storm Sewer, Asphalt Milling and Overlay	$8,595,437.00
Cattail Marsh Wetlands Rehabilitation Engineer: Alan Plummer and Assoc. Contact: Ross Standifer, P.E. Phone: 214-631-6100	Nov-07 to 99%	Rehabilitate Cattail Marsh Constructed Wetlands	$12,894,000.00
Nederland, Texas Beauxart Garden Road Improvements Engineer: Schaumburg and Polk Contact: Rick Bourque, P.E. 409-866-0341	Jul-09 to Aug-10	Water, Sewer, Storm Sewer and Concrete Pavement	$1,242,278.90
Port Neches, Texas Ridgemont Lift Station and Force Main Engineer: Carroll and Blackman Contact: Toby Davis P.E. 409-866-6103	Sept-09 to Jan-11	Lift Station and Forcemain	$846,400.00
Lumberton, Texas DRSII Contract 1 Detention Pond No 1 Engineer: Schaumburg & Polk Contact: Travis Williams, P.E. 409-866-0341	Jul-10 to Apr-11	Dentention Pond	$1,768,700.00
Barrington Heights Phase IX Engineer: Carroll & Blackman, Inc. Contact: Joe Pattie 409-833-3363	Jan-11 to May-11	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$424,561.25

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Small Mains Contract XXI Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	Dec-11 to Dec-13	Replace 32,000 LF of 6", 8" and 10" Sanitary Sewer Mains and Laterals by Pipeburst Method	$1,644,323.00
WWTP Wet Weather Flow Improvements Engineer: City of Beaumont Contact: Hani Tohme, P.E. 409-866-0026	April-12 to Jan-14	Convert Pond No 1 to Flow Equalization Basin, Clean and Desludge, Install Aeration Systym and Assoc. Electrical	$4,391,500.00
Fairfield Phase III Engineer: Carroll & Blackman Eng. Contact: Joe Patti 833-3363	Feb-13 to Aug-13	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$618,716.40
Beaumont, Texas 7th Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Joe Majdalani, P.E. 409-880-3725	Aug-13 to Jan-15	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$6,075,569.65
The Meadows Ph II West Engineer: Schaumburg & Polk Contact: Troy Whitehead, P.E. 409-866-0341	Oct-13 to Jan-14	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$322,430.00
Beaumont, Texas Washington Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Joe Majdalani, P.E. 409-880-3725	Jun-14 to Mar-17	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$16,478,838.95
Beaumont, Texas Avenue A Street Pavement, Drainage, Water & Sanitary Sewer Imp. Project Contact: Joe Majdalani, P.E. 409-880-3725	Oct-15 to Dec-16	Storm Sewer, Excavation, and Concrete Paving for the City of Beaumont	$2,158,069.50
Deerfield V Engineer: Carroll & Blackman Eng. Contact: Kim Carroll, P.E. 833-3363	Oct-16 to Mar-17	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$309,311.00

Work History (abridged)
Civil Division

Name and Contact	Date	Description	Amount
Barrington XII Engineer: RPS Eng. Contact: Joe Patti 838-4400	May 2019 to Mar 2020	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$855,206.50
Nederland, Texas 2018-2019 Concrete Pavement Rehabilitation Engineer: Schaumburg and Polk Contact: Rick Bourque, P.E. 409-866-0341	June 2019 to Dec 2019	Concrete Paving, Storm Sewer Rehab	$824,084.00
Diamond D Phase 6 Engineer: Fittz & Shipman, Inc. Contact: Don King 409-832-7238	Mar-20 to Jun-20	Water, Storm Sewer, Paving, Dirtwork,	$524,214.00
Nederland, Texas 2019-2020 Concrete Pavement Rehabilitation Engineer: Schaumburg and Polk	April 2020 to Aug 2020	Concrete Paving, Storm Sewer Rehab	$558,976.00
Beaumont, Texas IH10 Industrial Park Engineer: Mark Whiteley and Assoc. Contact: Zachary Rowe, P.E. 409-892-0421	June 2020 to March 21	Concrete Paving, RCB, Dentention Pond	$1,899,370.00
Westchase Section 10 Phase 5 Engineer: Fittz & Shipman, Inc. Contact: Ben Tristan, P.E. 409-832-7238	Sep-20 to Dec-20	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$194,730.00
Meadows Phase Four West Engineer: Schaumburg & Polk, Inc. Contact: Troy Whitehead, P.E. 409-866-0341	Dec-20 to Nov-21	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$983,414.00
The Reserves on Reins Rd Engineer: AWC ENG Contact: Joe Patti, Project Manager 409-724-7888	Jan-21 to Dec-21	Water, Sanitary Sewer, Storm Sewer and Paving for Subdivision	$903,641.00
Grigsby Lift Station Rehab Engineer: LJA Engineering, Inc Contact: Jeffrey Leavins, P.E. 409-833-3363	Jan-21 to Nov-21	Demolition, Bypass Pumping, Structural Concrete, Water, Sewer, MH, Pumps, Piping Electical and Controls	$342,114.00

BRYAN LYNN PHELPS

P.O. box 577 * China, TX. 77613 * (409) 842-6768

EXPERIENCE

1991 TO PRESENT

BRYSTAR CONTRACTING, INC., BEAUMONT, TX.
PRESIDENT, STOCKHOLDRER
RESPONSIBILITIES: ESTIMATING, PLANNING, SCHEDULING, AND ON SITE MANAGEMENT OF VARIOUS HEAVY CONSTRUCTION PROJECTS.
JOB MILESTONES:
WETLANDS FACILITY FOR CRAIN BROS. INC.
OWNER: CITY OF BEAUMONT
CONSULTING ENGINEER: SCHAUMBURG & POLK
JOB COST: 8.9 MILLION
DESCRIPTION OF WORK: FAST TRACK PROJECT CONSISTING OF EXCAVATING, LOADING, AND HAULING, OF 700,000 CY OF ONSITE EARTHEN FILL TO CONSTRUCT 9.8 MILES OF LEVEE AT 95% STANDARD DINSITY, 9.8 MILES OF LIMESTONE ROADWAYS, A 200 L.F. CONCRETE BRIDGE, LIFT STATION FACILITY INCLUDING 7 EACH 30" PUMPS AND 380 CY STRUCTURAL CONCRETE, 640' 72" SIPHON PIPE 782' 72" AERIAL CROSSING, 11,689' 54" R.C.P. PROJECT WAS COMPLETED IN 11 MONTHS, ON SCHEDULE.
CURRENT JOBS:
REFER TO BRYSTAR WORK HISTORY

1987 TO 1989

MAYERS, INC., NEW MILFORD, CONNECTICUT
PROJECT MANAGER/ ESTIMATOR (FEBRUARY 1989 TO NOVEMNBER 1991)
RESPONSIBILITIES: MANAGEMENT OF SITE WORK PROJECTS INCLUDING SETTING
UP JOBS, SCHEDULING;
ADMINISTRATION FUNCTIONSINCLUDING BILLING IN PROJECTS RANGING FROM
$200,000 TO $ 2 MILLION.
ADDITIONAL DUTIES INCLUDING ALL ASPECTS OF ESTIMATING SITE WORK/UTILITY COSTS, TAKE OFF AND PRICING, UNIT PRICING, LUMP SUM BID, COST ANALYSIS, AND RELATED DUTIES. UTILIZED AGTEK SOFTWARE TO DETERMINE CUT AND FILL, QUANITY, AND OTHER DIMENSIONS.

1987 TO 1989

MAYERS, INC., NEW MILFORD, CONNECTICUT
JOB SUPERINTENDENT (FEBRUARY 1987 TO FEBRUARY 1989)
RESPONSIBILITIES: IN CHARGE OF PLANNING AND SCHEDULING OF ALL PHYSICAL
WORK ON VARIOUS ON-SITE PROJECTS INVOLVING ALL ASPECTS OF UTILITIES, INCLUDING MASS EARTH/ROCK EXCAVATIONS FOR CONSTRUCTING BOTH FOUNDATIONS AND ROADWORK.

1985 TO 1987

JOHN BANKSTON CONSTRUCTION & EQUIPMENT RENTAL, INC.
BEAUMONT, TEXAS.
HEAVY EQUIPMENT OPERATOR AND SUPERVISOR
RESPONSIBILITIES: JOB FOREMAN ON VARIOUS WATER, SEWER AND CONCRETE
PAVING PROJECTS AS WELL AS HEAVY EQUIPMENT OPERATOR DUTIES (MOTOR GRADERS, DOZERS, SCRAPPERS, BACKHOES, LOADERS, AND RELATED EQUIPMENT).

1984

S & S ENTERPRISES, BRIDGE CITY, TEXAS.
JOB SUPERINTENDENT
RESPONSIBILITES; DIRECTED AND COORDINATED CONSTRUCTION OPERATIONS
ON VARIOUS CONSTRUCTION PROJECTS, INSTALLING LARGE DIAMETER SEWER AND CONCRETE PAVING PROJECTS AS WELL AS HEAVY EQUIPMENT OPERATOR DUTIES (MOTOR GRADERS, DOZERS, SCRAPPERS, BACKHOES, LOADERS, AND RELATED EQUIPMENT).

1983

RUSS MILLER CONSTRUCTION CO. INC., BEAUMONT, TEXAS
JOB SUPERINTENDENT

1982

HARRISON INDUSTRIAL, BEAUMONT, TEXAS
JOB SUPERINTENDENT

1981

MAR-LEN CONSTRUCTION, INC. NEDERLAND, TEXAS
HEAVY EQUIPMENT OPERATOR

EDUCATION

FOREST PARK HIGH SCHOOL, BEAUMONT, TEXAS

INDEX OF PROFESSIONAL SERVICES

BANKING

COMMUNITY BANK	G.A. WIMBERLY	(409) 861-7220

ACCOUNTING

EDGAR, KIKER & CROSS	GARY ZIMMERMAN	(409) 892-0233

LEGAL

MEHAFFEY & WEBBER	JOE BROUSSARD	(409) 835-5011

INSURANCE

MC ELVEEN INSURANCE RISK MANAGEMENT	DOUG MC ELVEEN	(800) 256-8960

BONDING

INSURANCE ALLIANCE	CHUCK ADAMS	(713) 966-1763

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

JEFFERSON COUNTY, TEXAS
2021 GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT
DRAINAGE DITCH 110-B
GLO CONTRACT NO. 20-065-121-C408

Prepared by:

WHITELEY OLIVER ENGINEERING, LLC
TEXAS ENGINEERING FIRM NO. F-22257
4351 CROW ROAD, BEAUMONT, TEXAS 77706
409-892-0421 | WHITELEYOLIVER.COM

March 2022

APPROVED:

WHITELEY OLIVER ENGINEERING, LLC

BY: _____
Jeffrey D. Leavins, P.E.
P.E. No. 111537

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LEGAL NOTICE
Advertisement for Invitation for Bids

March 8, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-014/JW) Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County.** 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:	**Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County**
BID NUMBER:	**IFB 22-014/JW**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, April 6, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a **Pre-Bid Conference at 10:00 AM CT on Thursday, March 17, 2022** at the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse, address noted above).

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 requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

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.

Bidders **are strongly encouraged to carefully read the entire invitation.**

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner – March 10 & 17, 2022
Port Arthur News – March 9 & 16, 2022

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 shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation could result in a response being declared as non-responsive.

SECTION 1: 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 BID PRIOR TO 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 BID AFTER 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 am to 4:00 pm, 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-DETERIMINATION

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.

5. 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 **120** days after opening date.

6. 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.

7. AWARD

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

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. CONTRACT

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

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

10. FISCAL FUNDING

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

11. BID RESULTS

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at 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.

12. CHANGES AND ADDENDA TO BID DOCUMENTS

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

13. SPECIFICATIONS

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS

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

16. CURRENCY

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

17. PRICING

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

18. NOTICE TO PROCEED/PURCHASE ORDER

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

19. CERTIFICATION

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

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

20. DEFINITIONS

"County" – Jefferson County, Texas.

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

21. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

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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, **PAGES 56-58**

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."

7. 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—

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

Meeting contract performance requirements; or

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."

SPECIAL REQUIREMENTS/BID SUBMISSION 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.

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

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 and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation could result in a response being declared as non-responsive.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. VENDOR REGISTRATION (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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3. FORM 1295 (Texas Ethics Commission)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS:

ALL NON-EXEMPT BIDDERS ARE REQUIRED TO SUBMIT A COMPLETED FORM 1295 WITH BID SUBMISSION.

INSTRUCTIONS:

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 WITH BID SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 26.

FORM 1295 Implementation Background:

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

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ADD THE ABOVE REQUESTED INFORMATION HERE

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.

ADD ITB/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.			

5 Check only if there is NO Interested Party. ☐ ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY

6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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.

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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BID BOND

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

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

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within **one-hundred and twenty (120)** days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

(SEAL)

_____

(SEAL)

Attest: By: _____

Affix
Corporate
Seal

Attest: By: _____

Affix
Corporate

SAMPLE

Seal

Attest: By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

SAMPLE

Corporate Seal

Title: _____

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of Contractor or Company)

_____
(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

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

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

_____
(Project Name)

_____

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

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

SAMPLE

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

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

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____ _____
(Address)

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety (Attorney in Fact)

_____ _____
(Address) (Address)

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

SAMPLE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____

(Name of Contractor or Company)

_____

(Address)

a _____ hereinafter called Principal, and

_____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of Grant Recipient)

_____

(Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

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

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

_____

_____

_____

SAMPLE

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 _____

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

_____.

ATTEST: _____
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____ _____
(Address) (Address)

SAMPLE

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.

SAMPLE

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

SUPPLEMENTARY CONDITIONS

1. PROJECT SITE

The Project Area consists of the area within the property limits shown within the construction plans.

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed, to be discussed at the pre-construction meeting.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($ 500) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

5. COMMUNICATIONS

A. All notices, demands, requests, instructions, approval, proposals and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

C. All paper required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Jefferson County, Texas, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of

the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.

6. CONTRACT TIME

A. Working Day

A Working Day is defined as any day, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Saturdays, Sundays and legal holidays will not be counted as a working day if not worked. If the Contractor works on any of these days, he will be charged a working day. Work will not be permitted on Sundays or within 30 minutes of sunset on any working day except with the approval of the Engineer and/or Owner.

If the Contractor intends to claim a day as a "rainout" day, one in which weather or site conditions will not permit the construction of the principal items of the project, as defined herein, he must do so before 9 a.m. of each day by notifying the Engineer. This does not pertain to weather conditions that develop after 9 a.m. and stop the progress of the work for the rest of the day. Site conditions that prevent work must be determined before 9 a.m. of each day. Requests for additional time will be reviewed on a case by case basis but only for the proceeding 30 day period. Requests for additional time should be made each month. No request for additional time will be considered for delays from previous months.

A. Calendar Day

A calendar day is everyday of the week including Saturday, Sunday and legal holidays. Additional time is not normally granted for CALENDAR day contracts for weather related delays. Requests for additional time for other delays will be reviewed on a case by case basis but only for the proceeding 30 day period. Requests for additional time should be made each month. No request for additional time will be considered for delays from previous months.

7. INDEMNIFICATION

A. The Contractor shall indemnify, defend and hold harmless the OWNER and ENGINEER, their agents, officers, and employees from and against all claims and liabilities arising under or by reason of the contract or any performance of the work. This indemnity expressly extends to claims alleging negligence by the OWNER its agents, officers or employees arising from actions taken or occurrences under this contract. Such indemnification by the Contractor shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or its agents in the performance

of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agents;

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents;

3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the OWNER or ENGINEER in the performance of this contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this contract;

4. Liability or claims resulting directly or indirectly from the breach of any warranties, whether expressed or implied, made to the OWNER or any other parties by the Contractor or its agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or its agents; and,

6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7. Liabilities or claims of whatever kind or character, arising out of or in connection with the performance by the Contractor of those services contemplated by this Agreement, based upon allegations of negligent acts of Contractor, its officers, agents, employees, and expressly including allegations of negligence, acts or omissions of the OWNER, the ENGINEER, their consultants, agents, officers or employees, when such allegations of negligence to the OWNER or ENGINEER arise from the actions and work undertaken by Contractor hereunder.

B. The Contractor shall reimburse the OWNER, and the ENGINEER for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Article.

C. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the Workers' Compensation Act, Disability Benefit Acts, or other employee benefit acts.

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held between the Engineer, Owner, and the Contractor prior to construction. The dates, time, and place will be announced after the project has been bid.

9. WARRANTY

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

10. SUBMITTALS AND AS-BUILTS

Details and manufacturer's information on all materials in the project shall be submitted to the Engineer in three (3) copies for approval within 14 days after the execution of the contract to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

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.

If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall not relieve the contractor from his responsibility for adherence to the contract or for any error in the drawing.

The Contractor shall provide to the Engineer, prior to and as a condition of release of retainage, a clean set of "As Built" plans. Such drawings shall include any changes made to the facilities from what was shown in the plans. This shall include, but is not limited to, horizontal alignment of water and sewer lines, line depths at one hundred (100) feet stations, stations of all structures, actual lengths, dimensional changes, details not on original drawings, and changes made by change order.

11. CONDITIONS OF THE CONTRACT

In the event that any portions of the conditions in this Contract conflict with each other, the more strict requirements shall be followed.

12. PAYMENT FOR MATERIALS ON HAND

The Contractor will not be required to maintain a field office. In order to be paid for materials on hand, however, all materials that could, in the opinion of the Engineer, easily be removed from the site, must be stored in a materials storage yard.

The materials storage area shall be of adequate size to safely store all of the materials expected to be on hand but not installed. The area shall be fenced with a minimum six (6) foot hurricane fence and shall have a lockable gate. The fencing shall be such that it will prevent unauthorized access to stored materials. This area shall be kept locked when unattended.

13. NOTIFICATION

The Contractor shall be responsible for notifying the Owner at least 48 hours prior to disruption of water or sewer service or the blocking or closing of any roads. The contact person and phone number will be given to the Contractor at the pre-construction conference. All interference with City services or utilities shall be done so in accordance with the plans and specifications.

14. PERMITS

The Contractor shall be responsible for acquiring all necessary permits associated with the construction of this project.

15. PUBLIC SAFETY AND CONVENIENCE

The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise shown on the plans or except as herein provided, all portions of the street shall be kept open to traffic. It shall be the entire responsibility of the CONTRACTOR to provide for traffic along and across the street as well as for ingress and egress to private property all as specified herein, as shown on the plans, or as directed by the ENGINEER.

The CONTRACTOR shall plan and execute his operations in a manner that will cause the minimum interference with traffic. The CONTRACTOR shall secure the ENGINEER's approval of his proposed plan of operation, sequence of work and methods of providing for safe passage of traffic before it is placed into operation.

If at any time during construction, the approved plan does not accomplish the intended purpose, due to weather or other conditions affecting the safe handling of traffic, the CONTRACTOR shall immediately make necessary changes therein to correct the unsatisfactory conditions.

Where the specifications require, or the ENGINEER directs that traffic be carried over or along the proposed work, construction operations shall be so prosecuted and new material kept as placed and spread as to allow the passage of traffic in comfort and safety. At night or otherwise, all equipment shall be stored in such manner and at such locations as not to interfere with the safe passage of traffic. The CONTRACTOR shall provide and maintain flag men at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and CONTRACTOR's personnel, and as directed by the ENGINEER or OWNER.

16. SUPERINTENDENT

The Contractor shall appoint a superintendent. The sole activity and responsibility of the Contractor's supervisor or superintendent shall be the full-time superintendence of the work and the fulfillment of the Contractor's responsibilities.

BIDDER INFORMATION FORM

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

Bid Number & Name: Invitation for Bid (IFB 22-014/JW) Drainage Improvements: Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name & Title

_____
Phone Fax

_____
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant) Program Project for Jefferson County.**

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. 22-014/JW, Drainage Improvements for Drainage Ditch No. 110-B (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
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Interim Jefferson County Clerk

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BID FORM

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):		
Addendum 1	_____	Date Received_____
Addendum 2	_____	Date Received_____
Addendum 3	_____	Date Received_____

SCOPE OF WORK

The project scope for the Base bid includes but is not limited to:

- Traffic control as required, including all barricades, signs and traffic handling
- Furnish and install erosion control protection
- Preparing Right of Way and easement
- Removal of existing concrete liner and concrete riprap
- Excavation and shaping to the lines and grades shown in the plan as preparation for box culverts
- Placement of box culvert to the lines and grades shown in the plans
- Backfill box culverts as shown in the plans
- Placement of articulated mats to the line and grades shown in the plans
- Construct concrete riprap as shown in the plans
- Seed all disturbed area upon completion
- Final site clean up

BASE BID

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, project signage, NOT TO EXCEED 3% of project total bid for, _____ _____ _____dollars and _____ cents per LUMP SUM.		

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	411 L.F.	**RIGHT OF WAY PREPARATION (Clear and Grub)** – Furnish all labor, equipment, and material necessary to remove and dispose of debris material (organic and non-organic) and removal of trees/brush from the right of way/easement, in accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per LINEAR FOOT.		
3	858 C.Y.	**EXCAVATION (Channel)** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per CUBIC YARD.		
4	686 C.Y.	**EMBANKMENT (Channel)** – Furnish all labor, equipment, and materials to install required material in strict accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per CUBIC YARD.		
5	5 S.Y.	**REMOVAL OF CONCRETE RIPRAP** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per SQUARE YARD.		

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	411 L.F.	**REMOVAL OF CONCRETE LINER** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per LINEAR FOOT.		
7	400 L.F.	**CONCRETE BOX CULVERT (4'X6')** – Furnish all labor, equipment, and materials to install box culvert including but not limited to excavation, embankment, grading, shaping, backfill, placement, embedment and matting complete in place and in accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per LINEAR FOOT.		
8	1 L.S.	**TIE IN EXISTING 18" CPP STORM SEWER** - Furnish all labor, equipment, and materials to tie in existing CPP including but not limited to additional storm sewer pipe, manufacture recommended connection, excavation, embankment, grading, shaping, backfill, placement, embedment and grouting complete in place and in accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per LUMP SUM.		

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
9	3,269 S.F.	**CLOSED CELL BLOCK (ARMORTEC ARMORFLEX 45S) -** Furnish all labor, equipment, and materials to install closed cell block including but not limited to excavation, embankment, grading, shaping, backfill, and placement complete in place and in accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per SQUARE FEET.		
10	356 L.F.	**REMOVE AND REPLACE 6' WOOD FENCE** – Furnish all labor, equipment, and materials to remove and replace existing wood fence including but not limited to lumber, fasteners and concrete complete in place and in accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per LINEAR FOOT.		
11	1 L.S.	**TRENCH SAFETY PLAN** – 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 LUMP SUM.		

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
12	410 L.F.	**TRENCH SAFETY SYSTEM** – Provide trench safety system in accordance with Specification Item No. 9500 for all excavations in excess or 5 feet deep, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per LINEAR FEET.		
13	410 L.F.	**SPECIAL SHORING** – Provide special shoring in accordance with Specification Item No. 9500, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for _____ _____ _____ dollars and _____ cents per LINEAR FEET.		
14	1 L.S.	**STORM WATER POLLUTION PREVENTION PLAN** – including administration, permits, construction entrance, preparation, implementation, maintenance, sediment control devices, furnished and installed, complete in place, in accordance with specification item 506 and the plans and specifications, for _____ _____ _____ dollars and _____ cents per LUMP SUM.		

TOTAL BASE BID:

_____dollars

and _____ cents ($_____)

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.

Amounts are to be shown in both words and figures. Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the correct total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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 acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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

TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of working days indicated in the Agreement.

Base Bid - _____ Working Days

Bidder accepts the provisions of the Agreement as to liquidated damages.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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.

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

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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

_____

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

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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 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: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **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:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

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.**

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 is being disclosed.**

_____
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.**

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.**

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).

7

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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

THIS FORM IS FOR OFFICE USE ONLY

§ 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).

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.

GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION

GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	**Contract Number:**
Contractor Name:	
Contractor Address:	**Phone:**

1. 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.
2. 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).
3. 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.
4. 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.
5. 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 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)

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 RFP 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)

SIGNATURE 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: 1. That is 51% or more owned by Section 3 Resident(s); or 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)
☐ By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. 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.
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.
☐ By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name:_____ **Date:**_____

Authorized Representative Name:_____ **Signature:**_____

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

(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. 948;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 23678, 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.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized.

If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm):_____

Date Organized:_____

Address:_____

_____

Date Incorporated_____Number of Years of Experience:_____ Providing Similar Services:_____

Federal ID Number:_____

Number of Years in contracting business under present name:_____

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

_____

Work Presently Under Contract:

Contract	Amount $	Completion Date

Type of work performed by your company: _____

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

_____

_____

_____

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.)

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

Major equipment available for this contract: _____

_____

_____

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:_____ Contact Name: _____

City & State: _____Zip: _____Phone Number: _____

Credit available: $ _____

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 _____ day of _____, 20____.

_____
Signature

_____
Printed Name and Title

_____
Company Name

NOTARY STATEMENT:

_____, being duly sworn, says that he/she is the _____ (Position/Title) of_____ (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 _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____day of _____, 20____.

Notary Public

_____
Signature

_____
Printed Name

My Commission Expires: _____,

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

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

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

☐ Yes ☐ No

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

SIGNATURE DATE

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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

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

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

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any 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:

   (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)

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

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:

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_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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

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

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

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

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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 SUBCONTRACTOR 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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING 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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DEC

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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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) "Non-resident Bidder" refers to a person who is not a resident.

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

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

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

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

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

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

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

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

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (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 2270.002, 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

_____
Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

_____
Notary Signature

_____
Date

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.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

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

(1) He/She is _____ of _____, 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) _____

_____
Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

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 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.	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 aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:	Chapter 176 of the Local Government Code

(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).

(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:

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.

>$10,000

2 CFR 200
APPENDIX II(B)

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.

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.] *(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.*	
>$50,000	***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 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 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 CDBG funding. In the event that grant funds are not awarded to the County by TDA through the TxCDBG program, this agreement shall be terminated by the County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts:

THRESHOLD	PROVISION	CITATION
	(Italics – Explanatory; not contract language)	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)
>$10,000	*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 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]

§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.

>$100,000

24 CFR §135.38

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
	HUD 4010 Federal labor standards provisions include:	
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	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):*	2 CFR 200 APPENDIX II (D)

(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.

(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."

41 CFR §60-1.4(b)
And
2 CFR 200
APPENDIX II (C)

>$10,000

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 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 (Satisfied with inclusion of HUD 4010)	(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, 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 (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.	2 CFR 200 APPENDIX II (E)
>$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.	24 CFR §135.38

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract

	that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
>$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)

BID AFFIDAVIT

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

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

Name and address of Bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

"General Decision Number: TX20220052 02/25/2022

Superseded General Decision Number: TX20210052

State: Texas

Construction Type: Heavy

Counties: Jefferson and Orange Counties in Texas.

FLOOD CONTROL, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds Pumping Stations (prefabricated drop-in not building), Revetments.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX1990-035 01/31/1990

	Rates	Fringes
CARPENTER	$ 10.965 **	.90

Heavy Equipment Operator
Heavy duty mechanic, blade grader (self-propelled), bull clam, backfiller, derrick (power operated, all types); dragline, push cat operator; bulldozer & all types of cat tractors; cable-way; backhoe, shovel, crane (power operated, all types), elevating grader (self-propelled), hoist (motor driven 2 drums or more), mix mobile, winch truck, locomotive crane, mixer (14 cubic feet or more), paving mixer (all sizes), scraper (heavy type over 3 CY), trench machine (all sizes), gradeall, high lift, foundation boring machine, gasoline or diesel driven welding machines (7 to 12 machines pumpcrete machines & drill operator, water well, tournapulls, DW-10 euclid, asphalt plants, crushing machines & batchplants,

scoopmobiles, fingerlifts,
open construction.....$ 7.25 **

LABORER.....$ 7.25 **

Light Equipment Operator
Air compressor, blade
grader (towed), flexplane,
form grader, mixer (less
than 14 cu. ft.), pumps
pulsometer, truck crane
driver, gasoline or diesel
driven welding machines (3
to 6 machines), hoist
(single drum), scrapers (3
cu. yds. or less).....$ 7.25 **

Oiler.....$ 7.25 **

Piledriver.....$ 7.25 **

PILEDRIVERMAN.....$ 11.26 ** .85

TRUCK DRIVER.....$ 7.25 **

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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

https://www.dol.gov/agencies/whd/government-contracts.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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"END OF GENERAL DECISION"

Item 100
Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Treat cuts on trees with an approved tree wound dressing within 20 min. of making a pruning cut or otherwise causing damage to the tree when shown on the plans. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Coordinate work with state and federal authorities when working in state or national forests or parks. Test, remove, and dispose of hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Removal of live utility facilities is not included in this Item. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage.

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Cut trees and stumps off to ground level when allowed by the plans or directed. Plug the remaining ends of abandoned underground structures over 3 in. in diameter with concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in accordance with local, state, and federal requirements.

3. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

4. PAYMENT

For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.12., "Final Acceptance."

Item 104
Removing Concrete

1. DESCRIPTION

Break, remove, and salvage or dispose of existing hydraulic cement concrete.

2. CONSTRUCTION

Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the Department. Accept ownership and properly dispose of broken concrete in accordance with federal, state, and local regulations unless otherwise shown on the plans.

3. MEASUREMENT

Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4. 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 "Removing Concrete" of the type specified. This price is full compensation for breaking the concrete; loading, hauling, and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be paid for directly but will be considered subsidiary to this Item.

Item 110
Excavation

1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. CONSTRUCTION

Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

2.1. **Rock Cuts**. Excavate to finish subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. Use approved embankment material compacted in accordance with Section 132.3.4., "Compaction Methods," to replace undercut material at no additional cost if excavation extends below finish subgrade.

2.2. **Earth Cuts**. Excavate to finish subgrade. Scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation in areas where base or pavement structure will be placed on subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods."

Take corrective measures as directed if unsuitable material is encountered below subgrade elevations.

2.3. **Subgrade Tolerances**. Excavate to within 1/2 in. in cross-section and 1/2 in. in 16 ft. measured longitudinally for turnkey construction. Excavate to within 0.1 ft. in cross-section and 0.1 ft. in 16 ft. measured longitudinally for staged construction.

3. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4. 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 "Excavation (Roadway)," "Excavation (Channel),"

"Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for authorized excavation; drying; undercutting subgrade and reworking or replacing the undercut material in rock cuts; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When a slide not due to the Contractor's negligence or operation occurs, payments for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation in backfill areas of retaining walls will not be measured or paid for directly but will be subsidiary to pertinent Items.

Item 132
Embankment

1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans:

- **Type A.** Granular material that is free from vegetation or other objectionable material and meets the requirements of Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤ 45
Plasticity index (PI)	Tex-106-E	≤ 15
Bar linear shrinkage	Tex-107-E	≥ 2

Perform the Linear Shrinkage test only as indicated in Tex-104-E.

- **Type B.** Materials such as rock, loam, clay, or other approved materials.
- **Type C.** Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- **Type D.** Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, "Legal Relations and Responsibilities," when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, "Preparing Right of Way," for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, "Sprinkling," and by rolling using equipment complying with Item 210, "Rolling," when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., "Compaction Methods."

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless

otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

3.1. **Earth Embankments.** Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.

Treat material in accordance with Item 260, "Lime Treatment (Road-Mixed)" or Item 275, "Cement Treatment (Road-Mixed)" when required. Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or mix abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material and mix embankment until a uniform material is attained.

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified.

3.2. **Rock Embankments.** Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.

Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity is in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.

3.3. **Embankments Adjacent to Culverts and Bridges**. Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."

3.4. **Compaction Methods**. Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on super elevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density Control," as shown on the plans.

3.4.1. **Ordinary Compaction**. Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the plans or the Engineer. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

3.4.2. **Density Control**. Compact each layer to the required density using equipment complying with Item 210, "Rolling." Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use Tex-114-E to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤ 15	≥ 98% D_a	
15 < PI ≤ 35	≥ 98% D_a and ≤ 102% D_a	≥ $W_{opt.}$
PI > 35	≥ 95% D_a and ≤ 100% D_a	≥ $W_{opt.}$

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should not exceed the value shown on the moisture-density curve, above optimum, required to achieve:

- 98% dry density for soils with a PI greater than 15 but less than or equal to 35 or
- 95% dry density for soils with PI greater than 35.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, "Proof Rolling," when shown on the plans or as directed. Correct soft spots as directed.

3.5. **Maintenance of Moisture and Reworking**. Maintain the density and moisture content once all requirements in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

3.6. **Acceptance Criteria.**

3.6.1. **Grade Tolerances.**

3.6.1.1. **Staged Construction**. Grade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

3.6.1.2. **Turnkey Construction**. Grade to within 1/2 in. in the cross-section and 1/2 in. in 16 ft. measured longitudinally.

3.6.2. **Gradation Tolerances**. Ensure no more than 1 of the 5 most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.

3.6.3. **Density Tolerances**. Ensure no more than 1 of the 5 most recent density tests for compaction work is outside the specified density limits, and no test is outside the limits by more than 3 pcf.

3.6.4. **Plasticity Tolerances**. Ensure no more than 1 of the 5 most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows:

4.1. **Final.** The cubic yard will be measured in its final position using the average end area method. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

4.2. **Original.** The cubic yard will be measured in its original and natural position using the average end area method.

4.3. **Vehicle.** The cubic yard will be measured in vehicles at the point of delivery.

When measured by the cubic yard in its final position, this is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas is paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

5. 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 "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216, "Proof Rolling."

All sprinkling and rolling, except proof rolling, will not be paid for directly but will be considered subsidiary to this Item, unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Item 158
Specialized Excavation Work

1. DESCRIPTION

Excavate, remove, use, or dispose of materials for erosion control or other specialized needs. Construct, shape, and rough in earthwork in conformance with the required lines, grades, and typical sections as shown on the plans, or as directed.

2. EQUIPMENT

Use equipment of the type specified on the plans unless otherwise approved. Use equipment that is able to consistently and efficiently produce the desired results.

2.1. **Dragline.** Self-propelled dragline with a minimum 1/2-cu. yd. bucket.

2.2. **Backhoe.** Tractor-mounted backhoe capable of excavating a trench at least 12 in. wide in one pass.

2.3. **Hydraulic Excavator.** Hydraulic excavator with a retractable, telescoping, rotatable boom attached to an interchangeable excavating or grading bucket at least 36 in. wide. The entire excavating mechanism must be mounted on a platform that rotates on a turntable assembly.

2.4. **Front-End Loader.** Tractor-mounted front-end loader with a minimum bucket capacity of 1-1/4 cu. yd.

3. CONSTRUCTION

Perform "Specialized Excavation Work" on the areas shown on the plans or as directed. Use suitable excavated materials, including topsoil, for constructing the required roadway sections. Compact material placed in embankment to ordinary compaction in accordance with Article 132.3., "Construction," unless otherwise shown on the plans. Accept ownership of all excavated material unless otherwise shown on the plans. Stockpile materials designated salvageable at designated sites. Properly dispose of excess excavated material in accordance with local, state, and federal requirements at locations outside the right of way.

4. MEASUREMENT

This Item will be measured by the hour of work performed for specified equipment or by the cubic yard. Measurement by the cubic yard will be further defined as follows:

4.1. **Original.** The cubic yard will be measured in its original position as computed by the method of average end areas.

4.2. **Vehicle.** The cubic yard will be measured in vehicles at the point of excavation.

5. PAYMENT

The work performed in accordance with this Item and measured by the hour as provided under "Measurement" will be paid for at the unit price bid for "Specialized Excavation Work" of the equipment type specified or; for cubic yard measurement, payment will be made at the unit price bid for "Specialized Excavation Work (Original)," or "Specialized Excavation Work (Vehicle)." This price is full compensation for hauling and disposing or stockpiling of excess materials and for equipment, labor, materials, tools, and incidentals. "Sprinkling" and "Rolling" will not be paid for directly but will be subsidiary to this Item.

Item 400

Excavation and Backfill for Structures

1. DESCRIPTION

Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 401, "Flowable Backfill,"
- Item 421, "Hydraulic Cement Concrete," and
- DMS-4600, "Hydraulic Cement."

3. CONSTRUCTION

3.1. **Excavation.**

3.1.1. **General.** Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft. deep. Excavation protection for excavations deeper than 5 ft. are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring." Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment." Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations.

Keep any topsoil that has been removed separate, and replace it, as nearly as feasible, in its original position when excavating for installation of structures across private property or beyond the limits of the embankment. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations."

3.1.1.1. **Obstructions.** Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft. below the bottom of excavation. Remove as required to clear the new structure and plug in an approved manner if abandoned storm drains, sewers, or other drainage systems are encountered. Restore the bottom of the excavation to grade by backfilling after removing obstructions in accordance with this Item. Dispose of surplus materials in accordance with federal, state, and local regulations.

3.1.1.2. **Excavation in Streets.** Cut pavement and base to neat lines when structures are installed in streets, highways, or other paved areas. Restore pavement structure after completion of excavation and backfilling.

Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.

3.1.1.3. **Utilities.** Comply with the requirements of Article 7.15., "Responsibility for Damage Claims." Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners before work begins, allowing them enough time to identify, locate, reroute, or make other adjustments to utility lines.

Avoid cutting or damaging underground utility lines that are to remain in place. Promptly notify the utility company if damage occurs. Provide temporary flumes across the excavation while open if an active sanitary

sewer line is damaged during excavation, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.

3.1.1.4. **De-Watering.** Construct or place structures in the presence of water only if approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method.

Remove standing water in a manner that does not allow water movement through or alongside concrete being placed if structures are approved for placement in the presence of water. Pump or bail only from a suitable sump separated from the concrete work while placing structural concrete or for a period of at least 36 hr. thereafter. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Pump or bail to de-water inside a sealed cofferdam only after the seal has aged at least 36 hr.

Place a stabilizing material in the bottom of the excavation if the bottom of an excavation cannot be de-watered to the point the subgrade is free of mud or it is difficult to keep reinforcing steel clean. Use flexible base, cement-stabilized base or backfill, lean concrete, or other approved stabilizing material. Provide concrete with at least 275 lb. of cement per cubic yard, if lean concrete is used, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

3.1.2. **Bridge Foundations and Retaining Walls.** Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. Fill the area with concrete at the time the footing is placed if excavation occurs below the proposed footing grade. Additional concrete placed will be at the Contractor's expense.

Take core samples to determine the character of the supporting materials if requested. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft. deeper than the proposed founding grade.

Remove loose material if the founding stratum is rock or another hard material, and clean and cut it to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete at the time the footing is placed.

Place the foundation once the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition if the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material.

3.1.3. **Cofferdams.** The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Use pumping wells or well points for de-watering cofferdams if required.

Submit details and design calculations for sheet-pile or other types of cofferdams requiring structural members bearing the seal of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Interior dimensions of cofferdams must provide enough clearance for the construction, inspection, and removal of required forms and, if necessary, enough room to allow pumping outside the forms. Extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable.

Use Class E concrete for foundation seals unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Substructures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

Make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations when the Engineer judges it to be impractical to de-water inside a cofferdam and a

concrete seal is to be placed around piling driven within the cofferdam. Remove swelling material to the bottom of the seal grade after driving the piling. Remove the foundation material to exact footing grades where it is possible to de-water inside the cofferdam without placing a seal after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade; fill such areas below grade with concrete at the time the seals or footings are placed.

Remove cofferdams after completing the substructure without disturbing or damaging the structure unless otherwise provided.

3.1.4. **Culverts and Storm Drains.** When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Construct pipe structures in an open cut with vertical sides extending to a point 1 ft. above the pipe unless otherwise shown on the plans. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft. above the pipe. Maintain the stability of the excavation throughout the construction period.

Construct the embankment for pipe to be installed in fill above natural ground to an elevation at least 1 ft. above the top of the pipe, and then excavate for the pipe.

3.1.4.1. **Unstable Material.** Remove the material to a depth of no more than 2 ft. below the grade of the structure when unstable soil is encountered at established footing grade, unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers no greater than 8 in. deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

Use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material when it is not feasible to construct a stable foundation as outlined above.

3.1.4.2. **Incompressible Material.** Remove the incompressible material to 6 in. below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400.3.3., "Backfill," if rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements.

3.2. **Shaping and Bedding.** Place at least 2 in. of fine granular material for precast box sections on the base of the excavation before placing the box sections. Use bedding as shown in Figure 1 for pipe installations. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Undercut the excavation at least 4 in. where cement-stabilized backfill is indicated on the plans and backfill with stabilized material to support the pipe or box at the required grade.

B_c - Outside diameter or horizontal dimension

D - Inside diameter of pipe

d - Min. bedding material below pipe

D	d
≤ 27"	3"
30" to 60"	4"
≥ 66"	6"

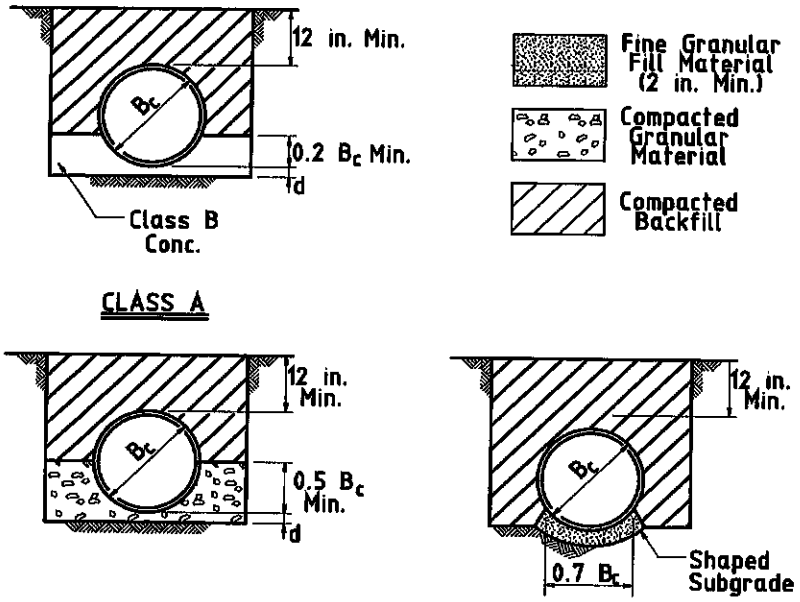

Figure 1
Bedding Diagrams

3.3. **Backfill.**

3.3.1. **General.** Backfill the excavation after placement of the permanent structure as soon as practical. Use backfill free from stones large enough to interfere with compaction; large or frozen lumps that will not break down readily under compaction; and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

Place backfill in layers no greater than 10 in. deep (loose measurement) in areas not supporting a completed roadbed, retaining wall, or embankment. Place backfill in uniform layers no greater than 8 in. deep (loose measurement) in areas supporting a portion of a roadbed, retaining wall, or embankment. Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density. Use mechanical tamps or rammers to compact the backfill. Rollers may be used to compact backfill if feasible.

Cohesionless materials may be used for backfilling. Use cohesionless materials that conform to the requirements of Table 1.

Table 1
Cohesionless Material Gradation Limits

Sieve Size	Percent Retained
3"	0
#10	Note 1
#200	90–100

1. No. 10 sieve requirements are 0 to 30% retained when used as aggregate for cement-stabilized backfill.

Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both.

3.3.2. **Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts.** Place backfill against the structure only after the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete."

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls." Backfill around bridge foundations, manholes/inlets and culverts using material with particles no more than 4 in. in greatest dimension and a gradation that permits thorough compaction. Use rock or gravel mixed with soil if the percentage of fines is enough to fill all voids and ensure a uniform and thoroughly compacted mass of proper density.

Use mechanical tamps and rammers to avoid damage to the structure where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment.

Avoid wedging action of backfill against structures. Step or serrate slopes bounding the excavation to prevent such action. Place backfill uniformly around bridge foundations. Place backfill equally and in uniform layers along both sides of manholes/inlets and culverts.

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete.

Box culverts may be opened to traffic as soon as enough backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment. Repair damage to culvert caused by construction traffic at no additional expense to the Department.

3.3.3. **Pipe.** Bring backfill material to the proper moisture condition after installing bedding and pipe as required and place it equally along both sides of the pipe in uniform layers no greater than 8 in. deep (loose measurement). Compact each lift mechanically. Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe. Place backfill in this manner to the top-of-pipe elevation. Place and compact backfill above the top of the pipe in accordance with Section 400.3.3.1., "General."

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3 in. sieve with large lumps not easily broken down or that cannot be spread in loose layers. Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present.

Place and compact additional material where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved until the minimum cover has been provided.

3.3.4. **Cement-Stabilized Backfill.** Backfill the excavation to the elevations shown with cement-stabilized backfill when shown on the plans. Use cement-stabilized backfill that contains aggregate conforming to the gradation limits shown in Table 1, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E.

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure. Fill voids when placing cement-stabilized backfill. Use hand-operated tampers if necessary to fill voids.

3.3.5. **Flowable Backfill.** Backfill the excavation with flowable backfill to the elevations indicated when shown on the plans. Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering manholes/inlets and culverts, and drainage structures.

4. MEASUREMENT

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Structural Excavation.** Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft. long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method. Excavation diagrams on the plans take precedence over the provisions of this Article.

4.1.1. **Boundaries of Measurement.**

4.1.1.1. **Pipe.**

4.1.1.1.1. **Pipe up to 42 Inches.** For pipe up to 42 in. nominal or equivalent diameter, no material outside of vertical planes 1 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

4.1.1.1.2. **Pipe Larger than 42 Inches.** For pipes larger than 42 in. nominal or equivalent diameter, no material outside of vertical planes located 2 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft. above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc.

4.1.1.2. **Structural Plate Structures.** No material outside of vertical planes 3 ft. beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure.

4.1.1.3. **Footings, Walls, Boxes, and Other Excavation.** No material outside of vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is

used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft. beyond the face of the member and parallel to it, and vertically to a depth of 1 ft. below the bottom of the member.

4.1.1.4. **Excavation near Roadways and Channels**. At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.

4.1.2. **Falsework**. No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400.4.1.1., "Boundaries of Measurement."

4.1.3. **Swelling**. Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile-driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile-driving operations.

4.1.4. **Cave-Ins**. Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

4.1.5. **Undercut**. Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment.

4.1.6. **Grade Change**. Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized.

4.2. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be measured by the cubic yard as shown on the plans.

4.3. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be measured by the square yard as shown on the plans. Excavation below pavement or base will be measured as structural excavation of the pertinent type.

5. PAYMENT

5.1. **Structural Excavation**. Unless specified as a pay item, structural excavation and backfill performed, and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items.

When structural excavation is specified as a pay item, the excavation and backfill work performed, and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)." This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation.

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly but will be subsidiary to the Contract.

Foundation seal concrete for cofferdams, when required, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Seal placed for the convenience of the Contractor will not be paid for.

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400.3.3.2., "Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts," will be measured and paid for as extra work in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled. The remaining amount will be paid upon completion of backfilling. When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume.

5.2. **Removal and Replacement of Unsuitable or Incompressible Material**. Removal and replacement of material will be paid for if directed. Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense. Special material used or additional excavation made for the Contractor's convenience will not be paid for.

5.2.1. **Structural Excavation as a Pay Item.** Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation. When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.2.2. **Structural Excavation Not a Pay Item**. Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at $15 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at $10 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.3. **Lowering of a Structure Foundation.** If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 2.

Table 2
Payment for Required Overexcavation

Variance of Revised Footing Grade from Plan Grade	Payment Terms	Variance of Revised Footing Grade from Plan Grade
	"Structural Excavation" is a Bid Item	"Structural Excavation" is not a Bid Item
Up to and including 5 ft.	Unit price equal to 115% of unit price bid for "Structural Excavation"	$10 per cubic yard
Over 5 ft. up to 10 ft.	Unit price equal to 125% of unit price bid for "Structural Excavation"	$12 per cubic yard
Over 10 ft.	In accordance with Article 9.7., "Payment for Extra Work and Force Account Method."	

5.4. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be paid for at the unit price bid for "Cement-Stabilized Backfill."

5.5. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems; bedding and backfilling including placing, sprinkling and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills; explosives; disposition of surplus material; cutting pavement and base to neat lines; and materials, hauling, equipment, labor, tools, and incidentals.

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill." Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."

Item 401
Flowable Backfill

1. DESCRIPTION

Furnish and place flowable backfill for trench, hole, or other void.

2. MATERIALS

Use materials from prequalified sources listed on the Department website. Use materials from non-listed sources only when tested and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

1.1 **Cement.** Furnish cement in accordance with DMS-4600, "Hydraulic Cement."

2.2 **Fly Ash.** Furnish fly ash in accordance with DMS-4610, "Fly Ash."

2.3 **Chemical Admixtures.** Furnish chemical admixtures in accordance with DMS-4640, "Chemical Admixtures for Concrete." Use specialty type admixtures to enhance the flowability, reduce shrinkage, and reduce segregation by maintaining solids in suspension when necessary. Use and proportion all admixtures in accordance with the manufacturer's recommendations.

2.4 **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"	100
#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-E.

1.5 **Mixing Water.** Use mixing water in accordance with Item 421, "Hydraulic Cement Concrete."

3. CONSTRUCTION

Submit a construction method and plan, including mix design, for approval. Provide a means of filling the entire void area, and be able to demonstrate this has been accomplished. Prevent the movement of any inserted structure from its designated location. Remove and replace or correct the problem if voids are found in the fill or any of the requirements are not met as shown on the plans without additional cost to the Department.

Furnish a mix meeting the requirements of Table 2 unless otherwise shown on the plans.

Table 2
Flowable Fill Mix Design Requirements

Property	Excavatable	Non-Excavatable	Test Method
28-day Compressive Strength,[1] psi	80 to 200	> 200	ASTM D4832
Consistency,[2] Min diameter, in.	8		ASTM D6103
Unit Weight, pcf	90 to 125	100 to 145	ASTM D6023
Air Content, %	10 to 30	5 to 15	ASTM D6023

1. Average of 2 specimens.
2. Mixture must not segregate.

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.

4. 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.

5. 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.

Item 402

Trench Excavation Protection

1. DESCRIPTION

Furnish and place excavation protection for trenches 5 ft. or greater in depth.

2. CONSTRUCTION

Provide vertical or sloped cuts, benches, shields, support systems, or other systems providing the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR Part 1926, Subpart P, "Excavations."

3. MEASUREMENT

This Item will be measured by the foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.

4. 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 "Trench Excavation Protection." This price is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

Item 403

Temporary Special Shoring

1. DESCRIPTION

Furnish and install temporary shoring to hold the surrounding earth, water, or both out of the work area.

2. MATERIALS

Furnish new or used materials. Furnish materials that meet the requirements of Item 423, "Retaining Walls," when using temporary Mechanically Stabilized Earth (MSE) walls. Furnish materials that meet the requirements of Item 410, "Soil Nail Anchors," or Item 411, "Rock Nail Anchors," when using temporary nailed walls (rock or soil).

3. CONSTRUCTION

The Contractor is responsible for the temporary special shoring design unless complete details are included on the plans. Submit details and design calculations bearing the seal of a licensed professional engineer before constructing the shoring. The Department reserves the right to reject designs. Design the shoring to comply with OSHA Standards and Interpretations, 29 CFR Part 1926, Subpart P, "Excavations." Design structural systems to comply with AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Design shoring subject to railroad loading to comply with the AREMA *Manual for Railway Engineering* and any additional requirements of the railway being supported.

Provide vertical or sloped cuts, benches, shields, support systems, or other systems to provide the necessary protection in accordance with the approved design. Construct temporary MSE walls, when used, in accordance with Item 423, "Retaining Walls." Construct temporary nailed walls (rock or soil), when used, in accordance with Item 410, "Soil Nail Anchors," or Item 411, "Rock Nail Anchors."

4. MEASUREMENT

This Item will be measured by the square foot of surface area of a vertical plane at the face of the shoring between the top of the ground being supported and the minimum protection grade line shown on the plans. If no minimum protection grade is shown on the plans, the lowest required excavated elevation will be used. Shoring projecting above the level of the ground being supported will not be measured. When excavation techniques (e.g., sloped cuts or benching) are used to provide the necessary protection, the surface area for payment will be calculated based on the area described by a vertical plane adjacent to the structure.

5. 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 "Temporary Special Shoring." This price is full compensation for excavation and backfill; furnishing, placing and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

No payment will be made for special shoring made necessary by the selection of an optional design or sequence of work that creates the need for shoring.

Item 420
Concrete Substructures

1. DESCRIPTION

Construct concrete substructures including footings, columns, caps, abutments, piers, culverts, other bridge substructure elements, and other concrete structures as indicated.

2. MATERIALS

2.1. **Concrete.** Provide concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide the class of concrete for each type of structure or unit as shown on the plans or in pertinent governing specifications.

2.2. **Grout or Mortar.** Provide grout for dowelling anchors or precast connections in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications."

2.3. **Latex Curing Materials.** Provide an acrylic-polymer latex admixture (acrylic resin emulsion per DMS-4640, "Chemical Admixtures for Concrete") suitable for producing polymer-modified concrete or mortar. Do not allow latex to freeze.

2.4. **Reinforcing Steel.** Provide reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."

2.5. **Expansion Joint Material.** Provide materials in accordance with DMS-6310, "Joint Sealants and Fillers."

- Provide preformed fiber expansion joint material that conforms to the dimensions shown on the plans.
- Provide preformed bituminous fiber material unless otherwise specified.
- Provide asphalt board that conforms to dimensions shown on the plans.
- Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.

2.6. **Waterstop.** Provide rubber or polyvinyl chloride (PVC) waterstops in accordance with DMS-6160, "Water Stops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads," unless otherwise shown on the plans.

2.7. **Curing Materials.** Provide membrane curing compounds in accordance with DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free from tears and in good general condition. Provide a flap at least 6 in. wide consisting of 2 thicknesses of the covering and extending along 1 side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free from visible defects. Provide only clear or opaque white sheeting when the ambient temperature during curing exceeds 90°F or when applicable to control temperature during mass pours.

Provide burlap-polyethylene mats made from burlap impregnated on 1 side with a film of opaque white pigmented polyethylene, free from visible defects. Provide laminated mats that have at least 1 layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and are free of visible defects.

Provide burlap material which complies with AASHTO M 182, Class 3 (10 oz. per square yard) with the following additions:

- Manila hemp may also be used to make burlap.
- Do not use burlap fabricated from bags.
- Do not use burlap containing any water soluble ingredient which will retard the setting time of concrete.

Provide used burlap complying with the requirements stated above and that has only been used previously for curing concrete. "Like new" cleanliness is not expected, but contamination with any substance foreign to the concrete curing process, such as grease or oil, will be cause for rejection.

2.8. **Epoxy.** Provide epoxy materials in accordance with DMS-6100, "Epoxies and Adhesives," unless otherwise specified.

3. EQUIPMENT

3.1. **Transporting and Placing Equipment.** Use appropriate transporting and placing equipment such as buckets, chutes, buggies, belt conveyors, pumps, or other equipment as necessary. Ensure concrete is not transported or conveyed through equipment made of aluminum.

Use tremies to control the fall of concrete or for underwater placement. Use tremies that are watertight and of large enough diameter to allow the placement of the concrete but less than 14 in. in diameter. Construct the tremie so the bottom can be sealed and opened once the tremie has been fully charged with concrete for underwater placements.

Use pumps with lines at least 5 in. inside diameter (I.D.) where Grade 2 or smaller coarse aggregate is used, and at least 8 in. I.D. for Grade 1 coarse aggregate.

3.2. **Vibrators.** Use immersion-type vibrators for consolidation of concrete. Provide at least 1 standby vibrator for emergency use. Furnish vibrator head covered by a rubberized or elastomeric cover when used near epoxy coated reinforcing steel.

3.3. **Temperature Recording Equipment.** Use strip chart temperature recording devices, recording maturity meters in accordance with Tex-426-A, or other approved devices that are accurate to within ±2°F within the range of 32°F to 212°F for mass concrete operations, cold weather placements, and as otherwise specified.

3.4. **Artificial Heating Equipment.** Use artificial heating equipment as necessary for maintaining the concrete temperatures as specified in Section 420.4.7.11., "Placing Concrete in Cold Weather."

3.5. **Spraying Equipment.** Use mechanically powered pressure sprayers, either air or airless, with appropriate atomizing nozzles for the application of membrane curing. Use hand-pressurized spray equipment with 2 or 3 fan-spray nozzles if approved. Ensure the spray from each nozzle overlaps the spray from adjacent nozzles by approximately 50%.

3.6. **Concrete Testing Equipment.** Provide testing equipment for use by the Engineer in accordance with Section 421.3.3., "Testing Equipment."

4. CONSTRUCTION

Obtain approval for proposed construction methods before starting work. Approval of construction methods and equipment does not relieve the Contractor's responsibility for safety or correctness of methods, adequacy of equipment, or completion of work in full accordance with the Contract.

Unless otherwise shown on the plans, it is the Contractor's option to perform testing on structural concrete (structural classes of concrete are identified in Table 8 of Section 421.4.1., "Classification of Concrete Mix Designs,") to determine the in-situ strength to address the schedule restrictions in Section 420.4.1., "Schedule Restrictions." The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. Make enough test specimens for Contractor-performed testing to ensure strength

requirements are met for the operations listed in Section 420.4.1., "Schedule Restrictions." Make at least 1 set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.8., "Sampling and Testing of Concrete." The maturity method, Tex-426-A, may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Article 421.5., "Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

4.1. **Schedule Restrictions**. Construct and open completed structures to traffic with the following limitations unless otherwise shown on the plans:

4.1.1. **Setting Forms**. Attain at least 2,500 psi compressive strength before erecting forms on concrete footings supported by piling or drilled shafts, or on individual drilled shafts. Erect forms on spread footings and culvert footings after the footing concrete has aged at least 2 curing days as defined in Section 420.4.10., "Curing Concrete." Place concrete only after the forms and reinforcing steel have been inspected by the Engineer.

Support tie beam or cap forms by falsework on previously placed tie beams only if the tie beam concrete has attained a compressive strength of 2,500 psi and the member is properly supported to eliminate stresses not provided for in the design. Maintain curing as required until completion of the curing period.

Place superstructure forms or falsework on the substructure only if the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.2. **Removal of Forms and Falsework**. Keep in place weight-supporting forms and falsework for bridge components and culvert slabs until the concrete has attained a compressive strength of 2,500 psi in accordance with Section 420.4.11., "Removal of Forms and Falsework." Keep all forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."

4.1.3. **Placement of Superstructure Members**. Erect or place superstructure members or precast substructure members only after the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.4. **Opening to Traffic**. Direct traffic culverts may be opened to construction traffic when the design strength specified in Section 421.4.1., "Classification of Concrete Mix Design," has been attained if curing is maintained. Obtain approval before opening direct traffic culverts to the traveling public. Open other noncritical structural and nonstructural concrete for service upon the completion of curing unless otherwise specified or directed.

4.1.5. **Post-Tensioned Construction**. Ensure strength requirements on the plans for structural elements designed to be post-tensioned are met for stressing and staged loading of structural elements.

4.1.6. **Backfilling**. Backfill in accordance with Section 400.3.3., "Backfill."

4.2. **Plans for Falsework and Forms**. Submit plans for falsework and forms for the following items: vertical forms for piers and single column bents; load supporting forms for caps and tie-beams; form attachments for bridges to be widened; and other items as indicated or directed. Provide design calculations when requested. Show all essential details of proposed forms, falsework, and bracing. Have a licensed professional engineer design, seal, and sign these plans. Department approval is not required, except as noted in Table 1 of Item 5, "Control of the Work," when forms or falsework are located such that public safety can be affected, but the Department reserves the right to request modifications to the plans. The Contractor is responsible for the adequacy of these plans. Design job-fabricated formwork assuming a weight of 150 pcf for concrete, and

include a liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

4.3. **Falsework.** Design and construct falsework to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Consult AASHTO's *Guide Design Specifications for Bridge Temporary Works* and *Construction Handbook for Bridge Temporary Works* for falsework and shoring information not indicated below. Submit details in accordance with Section 420.4.2., "Plans for Falsework and Forms."

Design job-fabricated falsework assuming a weight of 150 pcf for concrete, and include a minimum liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used in falsework. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide timber that is sound, in good condition, and free from defects that would impair its strength. Provide timber that meets or exceeds the species, size, and grade requirements in the submitted falsework plans.

Provide wedges made of hardwood or metal in pairs to adjust falsework to desired elevations to ensure even bearing. Do not use wedges to compensate for incorrectly cut bearing surfaces.

Use sills or grillages large enough to support the superimposed load without settlement. Take precautions to prevent settling of the supporting material unless the sills or grillages are founded on solid rock, shale, or other hard materials.

Place falsework that cannot be founded on a satisfactory spread footing on piling or drilled shafts with enough bearing capacity to support the superimposed load without settlement. Drive falsework piling to the required resistance determined by the applicable formula in Item 404, "Driving Piling." Design drilled shafts for falsework to carry the superimposed load using both skin friction and point bearing.

Weld in conformance with Item 448, "Structural Field Welding." Securely brace each falsework bent to provide the stiffness required, and securely fasten the bracing to each pile or column it crosses.

Remove falsework when it is no longer required or as indicated on the submitted falsework plan. Pull or cut off foundations for falsework at least 2 ft. below finished ground level. Completely remove falsework, piling, or drilled shafts in a stream, lake, or bay to the approved limits to prevent obstruction to the waterway.

4.4. **Forms.** Submit formwork plans in accordance with Section 420.4.2., "Plans for Falsework and Forms."

4.4.1. **General.** Provide forms of either timber or metal except where otherwise specified or permitted.

Design forms for the pressure exerted by a liquid weighing 150 pcf. Take the rate of concrete placement into consideration in determining the depth of the equivalent liquid. Include a minimum liveload allowance of 50 psf of horizontal surface for job-fabricated forms. Do not exceed 125% of the Department's allowable stresses for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used for forms. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide steel forms for round columns unless otherwise approved. Refer to Item 427, "Surface Finishes for Concrete," for additional requirements for off-the-form finishes.

Provide commercial form liners for imprinting a pattern or texture on the concrete surface as shown on the plans and specified in Section 427.4.3.5., "Form Liner Finish."

Provide forming systems that are practically mortar-tight, rigidly braced, and strong enough to prevent bulging between supports, and maintain them to the proper line and grade during concrete placement. Maintain forms in a manner that prevents warping and shrinkage. Do not allow offsets at form joints to exceed 1/16 in.

Use only material that is inert, non-biodegradable, and nonabsorptive for forms to be left in place.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter.

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before requesting permission to place concrete.

Cease placement if the forms show signs of bulging or sagging at any stage of the placement, and remove the portion of the concrete causing this condition immediately as directed. Reset the forms and securely brace them against further movement before continuing the placement.

4.4.2. **Timber Forms**. Provide properly seasoned, good-quality lumber that is free from imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade in the submitted formwork plans.

Maintain forms or form lumber that will be reused so it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred, or that has defects in any way that will produce inferior work. Promptly remove such lumber from the work.

Provide form lining for all formed surfaces except:

- the inside of culvert barrels, inlets, manholes, and box girders;
- surfaces that are subsequently covered by backfill material or are completely enclosed; and
- any surface formed by a single finished board or by plywood.

Provide form lining of an approved type such as masonite or plywood. Do not provide thin membrane sheeting such as polyethylene sheets for form lining.

Use plywood at least 3/4 in. thick. Place the grain of the face plies on plywood forms parallel to the span between the supporting studs or joists unless otherwise indicated on the submitted form drawings.

Use plywood for forming surfaces that remain exposed that meets the requirements for B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard PS 1.

Space studs and joists so the facing form material remains in true alignment under the imposed loads.

Space wales closely enough to hold forms securely to the designated lines, scabbed at least 4 ft. on each side of joints to provide continuity. Place a row of wales near the bottom of each placement.

Place facing material with parallel and square joints, securely fastened to supporting studs.

Place forms with the form panels symmetrical (long dimensions set in the same direction) for surfaces exposed to view and receiving only an ordinary surface finish as defined in Section 420.4.13., "Ordinary Surface Finish." Make horizontal joints continuous.

Make molding for chamfer strips or other uses of materials of a grade that will not split when nailed and can be maintained to a true line without warping. Dress wood molding on all faces. Fill forms at all sharp corners and edges with triangular chamfer strips measuring 3/4 in. on the sides unless otherwise shown on the plans.

Use metal form ties of an approved type or a satisfactory substitute of a type that permits ease of removal of the metal to hold forms in place. Cut back wire ties at least 1/2 in. from the face of the concrete.

Use devices to hold metal ties in place that are able to develop the strength of the tie and adjust to allow for proper alignment.

Entirely remove metal and wooden spreaders that separate the forms as the concrete is being placed.

Provide adequate clean-out openings for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

4.4.3. **Metal Forms**. Requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse, and wetting also apply to metal forms except metal forms do not require lining unless specifically noted on the plans.

Use form metal thick enough to maintain the true shape without warping or bulging. Countersink all bolt and rivet heads on the facing sides. Design clamps, pins, or other connecting devices to hold the forms rigidly together and to allow removal without damage to the concrete. Use metal forms that present a smooth surface and line up properly. Keep metal free from rust, grease, and other foreign materials.

4.5. **Drains**. Install and construct weep holes and roadway drains as shown on the plans.

4.6. **Placing Reinforcement and Post-Tensioning**. Place reinforcement as provided in Item 440, "Reinforcement for Concrete." Do not weld reinforcing steel supports to other reinforcing steel except where shown on the plans.

Place post-tensioning ducts, anchorages, and other hardware in accordance with the approved prestressing details and Item 426, "Post-Tensioning." Keep ducts free of obstructions until all post-tensioning operations are complete.

4.7. **Placing Concrete**. Give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement, and other preparations.

Do not place concrete when impending weather conditions would impair the quality of the finished work. Place concrete in early morning or at night or adjust the placement schedule for more favorable weather when conditions of wind, humidity, and temperature are such that concrete cannot be placed without the potential for weather-related distress.

Adequately illuminate the entire placement site as approved when mixing, placing, and finishing concrete in non-daylight hours.

Furnish adequate shelter to protect the concrete against damage from rainfall or freezing temperatures as outlined in this Item if changes in weather conditions require protective measures after work starts. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

4.7.1. **Placing Temperature.** Place concrete according to the following temperature limits for the classes of concrete defined in Section 421.4.1., "Classification of Concrete Mix Designs."

- Place Class C, F, H, K, or SS concrete only when its temperature at time of placement is between 50°F and 95°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class S concrete, used in this Item only as indicated for culvert top slabs, only when its temperature is between 50°F and 85°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class A, B, and D concrete only when its temperature at the time of placement is greater than 50°F.
- Place mass concrete in accordance with Section 420.4.7.14., "Mass Placements," only when its temperature at the time of placement is between 50°F and 75°F.

4.7.2. **Transporting Time.** Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14 of Item 421, "Hydraulic Cement Concrete."

4.7.3. **Workability of Concrete.** Place concrete with a slump as specified in Section 421.4.2.5., "Slump." Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump provided that the maximum mix design water–cement ratio is not exceeded. Mix concrete in accordance with Section 421.4.6., "Mixing and Delivering Concrete," after introduction of any additional water or chemical admixtures. Do not add water or chemical admixtures after any concrete has been discharged.

4.7.4. **Transporting Concrete.** Transport concrete by buckets, chutes, buggies, belt conveyors, pumps, or other methods.

Protect concrete transported by conveyors from sun and wind to prevent loss of slump and workability. Shade or wrap with wet burlap pipes through which concrete is pumped as necessary to prevent loss of slump and workability.

Arrange and use chutes, troughs, conveyors, or pipes so the concrete ingredients will not be separated. Terminate such equipment in vertical downspouts when necessary to prevent segregation. Extend open troughs and chutes, if necessary, down inside the forms or through holes left in the forms.

Keep all transporting equipment clean and free from hardened concrete coatings. Discharge water used for cleaning clear of the concrete.

4.7.5. **Preparation of Surfaces.** Thoroughly wet all forms and hardened concrete on which concrete is to be placed before placing concrete on them. Remove any remaining puddles of excess water before placing concrete. Provide surfaces that are in a moist, saturated surface-dry condition when concrete is placed on them.

Ensure the subgrade or foundation is moist before placing concrete on grade. Lightly sprinkle the subgrade if dry.

4.7.6. **Expansion Joints.** Construct joints and devices to provide for expansion and contraction in accordance with plan details.

Use light wire or nails to anchor any preformed fiber joint material to the concrete on 1 side of the joint.

Ensure finished joints conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Remove all concrete within the joint opening soon after form removal and again where necessary after surface finishing to ensure full effectiveness of the joint.

4.7.7. **Construction Joints.** A construction joint is the joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set. Monolithic placement means the manner and sequence of concrete placing does not create a construction joint.

Make construction joints of the type and at the locations shown on the plans. Additional joints in other members are not permitted without approval. Place authorized additional joints using details equivalent to those shown on the plans for joints in similar locations.

Make construction joints square and normal to the forms unless otherwise required. Use bulkheads in the forms for all vertical joints.

Thoroughly roughen the top surface of a concrete placement terminating at a horizontal construction joint as soon as practical after initial set is attained.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it. Ensure the surface of the existing concrete is in a saturated surface-dry condition (SSD) just before placing subsequent concrete. Wet the existing concrete by ponding water on the surface for 24 hr. before placing subsequent concrete. Use high-pressure water blasting if ponding is not possible to achieve SSD conditions 15 to 30 min. before placing the concrete. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Bonding agents are not required unless indicated otherwise. Coat the joint surface with bonding mortar, grout, epoxy, or other material if a bonding agent is required as indicated on the plans. Provide Type V epoxy per DMS-6100, "Epoxies and Adhesives," for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is SSD, and place the concrete before the bonding mortar or grout dries. Place other bonding agents in accordance with the manufacturer's recommendations.

4.7.8. **Handling and Placing**. Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform, dense compact mass.

Ensure concrete free-falls no more than 5 ft. except in the case of drilled shafts, thin walls such as in culverts, or as allowed by other Items. Remove any hardened concrete splatter ahead of the plastic concrete.

Fill each part of the forms by depositing concrete as near its final position as possible. Do not deposit large quantities of concrete at 1 point and run or move the concrete along to fill the forms.

Deposit concrete in the forms in layers of suitable depth but no more than 36 in. deep unless otherwise permitted.

Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so they can be vibrated into a homogeneous mass with the previously placed concrete before it sets. Allow no more than 1 hr. to elapse between adjacent or successive placements of concrete when re-vibration of the concrete is shown on the plans except as otherwise allowed by an approved placing procedure. This time limit may be extended by 1/2 hr. if the concrete contains at least the minimum recommended dosage of a Type B or D admixture.

4.7.9. **Consolidation**. Carefully consolidate concrete and flush mortar to the form surfaces with immersion type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Insert the vibrators vertically where possible. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely

consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms.

4.7.10. **Installation of Dowels and Anchor Bolts.** Install dowels and anchor bolts by casting them in-place or by grouting with grout, epoxy, or epoxy mortar unless noted otherwise. Form or drill holes for grouting. Follow the manufacturer's recommended installation procedures for pre-packaged grout or epoxy anchor systems. Test anchors if required on the plans or by other Items.

Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. Make the hole diameter at least twice the dowel or bolt diameter, but not exceeding the dowel or bolt diameter plus 1-1/2 in. when using cementitious grout or epoxy mortar. Make the hole diameter 1/16 to 1/4 in. greater than the dowel or bolt diameter when using neat epoxy unless indicated otherwise by the epoxy manufacturer.

Thoroughly clean holes of all loose material, oil, grease, or other bond-breaking substance, and blow them clean with filtered compressed air. Use a wire brush followed by oil-free compressed air to remove all loose material from the holes, repeating as necessary until no more material is removed. Ensure holes are in a surface-dry condition when epoxy type materials are used and in a surface-moist condition when cementitious grout is used. Develop and demonstrate for approval a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts. Completely fill the void between the hole and dowel or bolt with grouting material. Follow exactly the requirements for cleaning outlined in the product specifications for pre-packaged systems.

Provide hydraulic cement grout for cast-in-place or grouted systems in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications." Provide a Type III epoxy per DMS-6100, "Epoxies and Adhesives," when neat epoxy is used for anchor bolts or dowels. Provide Type VIII epoxy per DMS-6100, "Epoxies and Adhesives," when an epoxy grout is used. Provide grout, epoxy, or epoxy mortar as the binding agent unless otherwise indicated on the plans.

Provide other anchor systems as required on the plans.

4.7.11. **Placing Concrete in Cold Weather.** Protect concrete placed under weather conditions where weather may adversely affect results. Permission given by the Engineer for placing during cold weather does not relieve the Contractor of responsibility for producing concrete equal in quality to that placed under normal conditions. Remove and replace concrete as directed at the Contractor's expense if it is determined unsatisfactory due to poor conditions.

Do not place concrete in contact with any material coated with frost or with a temperature of 32°F or lower. Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Place concrete when the ambient temperature in the shade is at least 35°F and rising or above 40°F.

Provide and install recording thermometers, maturity meters, or other suitable temperature measuring devices to verify all concrete is effectively protected as follows:

- Maintain the temperature at all surfaces of concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, top slabs of non-direct traffic culverts, and other similar formed concrete at or above 40°F for 72 hr. from the time of placement.
- Maintain the temperature of all other concrete, including the bottom slabs (footings) of culverts, placed on or in the ground above 32°F for 72 hr. from the time of placement.

Use additional covering, insulated forms, or other means and, if necessary, supplement the covering with artificial heating. Avoid applying heat directly to concrete surfaces. Cure as specified in Section 420.4.10., "Curing Concrete," during this period until all requirements for curing have been satisfied.

Have all necessary heating and covering material ready for use before permission is granted to begin placement when impending weather conditions indicate the possible need for temperature protection.

4.7.12. **Placing Concrete in Hot Weather.** Keep the concrete at or below the maximum temperature at time of placement as specified in Section 420.4.7.1., "Placing Temperature." Sprinkle and shade aggregate stockpiles or use ice, liquid nitrogen systems, or other approved methods as necessary to control the concrete temperature.

4.7.13. **Placing Concrete in Water.** Deposit concrete in water only when shown on the plans or with approval. Make forms or cofferdams tight enough to prevent any water current passing through the space in which the concrete is being deposited. Do not pump water during the concrete placing or until the concrete has set for at least 36 hr.

Place the concrete with a tremie or pump, or use another approved method, and do not allow it to fall freely through the water or disturb it after it is placed. Keep the concrete surface level during placement.

Support the tremie or operate the pump so it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. Submerge the lower end of the tremie or pump hose in the concrete at all times. Use continuous placing operations until the work is complete.

Design the concrete mix in accordance with Item 421, "Hydraulic Cement Concrete," with a minimum cement content of 650 lb. per cubic yard for concrete to be placed under water. Include an anti-washout admixture in the mix design as necessary to produce a satisfactory finished product.

4.7.14. **Mass Placements.** Develop and obtain approval for a heat control plan for monolithic placements designated on the plans as mass concrete to ensure the following during the heat dissipation period:

- the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35°F and
- the temperature at the central core of the placement does not exceed 160°F.

Use the ConcreteWorks© software available from the Department, or another approved method based on the guidelines in ACI 207, "Mass Concrete," to develop the heat control plan. The Department will make available technical assistance on the use of ConcreteWorks©. Develop the heat control plan using historical temperature ranges for the anticipated time of the mass placement. Re-create the plan if the work schedule shifts by more than one month.

The heat control plan may include a combination of the following elements:

- selection of concrete ingredients including aggregates, gradation, and cement types, to minimize heat of hydration;
- use of ice or other concrete cooling ingredients;
- use of liquid nitrogen dosing systems;
- controlling rate or time of concrete placement;
- use of insulation or supplemental external heat to control heat loss;
- use of supplementary cementing materials;
- use of a cooling system to control the core temperature; or
- vary the duration formwork remains in place.

Furnish and install 2 pairs of temperature recording devices, maturity meters, or other approved equivalent devices. Install devices to measure the surface temperature no more than 3 in. from the surface. Install devices to measure the core temperature a distance of half the least dimension from the nearest surface near the point of maximum predicted heat. Use these devices to simultaneously measure the temperature of the concrete at the core and the surface. Maintain temperature control methods for 4 days unless otherwise approved based on the submitted heat control plan. Do not use maturity meters to predict strength of mass concrete. Revise the heat control plan as necessary to maintain the temperature limitations shown above.

If the core temperature exceeds 160°F, the mass concrete element will be subject to review and acceptance by the Engineer using forensic analyses to determine its potential reduction in service life or performance. Proceed with subsequent construction on the affected element only when notified regarding acceptance.

Repair any resulting cracking if the temperature differential between the central core of the placement and the nearest concrete surface exceeds 35°F at no expense to the Department and revise the heat control plan as necessary to prevent further occurrences.

4.7.15. **Placing Concrete in Foundation and Substructure.** Do not place concrete in footings until the depth and character of the foundation has been inspected and permission has been given to proceed.

Place concrete footings upon seal concrete after the cofferdams are free from water and the seal concrete is cleaned. Perform any necessary pumping or bailing during the concreting from a suitable sump located outside the forms.

Construct or adjust all temporary wales or braces inside cofferdams as the work proceeds to prevent unauthorized construction joints.

Omit forms when footings can be placed in a dry excavation without the use of cofferdams, if approved, and fill the entire excavation with concrete to the elevation of the top of footing.

Place concrete in columns monolithically between construction joints unless otherwise directed. Columns and caps or tie beams supported on them may be placed in the same operation or separately. Allow for settlement and shrinkage of the column concrete, if placed in the same operation, by placing it to the lower level of the cap or tie beam, and delay placement between 1 and 2 hr. before proceeding with the cap or tie beam placement.

4.7.16. **Placing Concrete in Box Culverts.** Allow between 1 and 2 hr. to elapse where the top slab and walls are placed monolithically in culverts more than 4 ft. in clear height before placing the top slab to allow for settlement and shrinkage in the wall concrete.

Accurately finish the footing slab at the proper time to provide a smooth uniform surface. Finish top slabs that carry direct traffic as specified in Item 422, "Concrete Superstructures." Give top slabs of fill type culverts a float finish.

4.8. **Extending Existing Substructures.** Verify pertinent dimensions and elevations of the existing structure before ordering any required materials.

4.8.1. **Removal.** Remove portions of the existing structure to the lines and dimensions shown on the plans or as directed. Dispose of these materials as shown on the plans or as directed. Repair any portion of the remaining structure damaged as a result of the construction.

Do not use explosives to remove portions of the existing structure unless approved in writing. Do not use a demolition ball, other swinging weight, or impact equipment unless shown on the plans. Use pneumatic or hydraulic tools for final removal of concrete at the "break" line. Use removal equipment, as approved that will not damage the remaining concrete.

4.8.2. **Reuse of Removed Portions of Structure.** Detach and remove all portions of the old structure that are to be incorporated into the extended structure to the lines and details as specified on the plans or as directed. Move the unit to be reused to the new location specified using approved methods. Place the reinforcement and extension concrete according to the plan details.

4.8.3. **Splicing Reinforcing Steel.** Splice new reinforcing bars to exposed bars in the existing structure using lap splices in accordance with Item 440, "Reinforcement for Concrete," unless otherwise shown on the plans. The new reinforcing steel does not need to be tied to the existing steel where spacing or elevation does not match that of the existing steel provided the lap length is attained. Weld in accordance with Item 448, "Structural Field Welding," when welded splices are permitted. Install any required dowels in accordance with Section 420.4.7.10., "Installation of Dowels and Anchor Bolts."

4.8.4. **Concrete Preparation.** Roughen and clean concrete surfaces that are in contact with new construction before placing forms. Prepare these construction joint surfaces in accordance with Section 420.4.7.7., "Construction Joints."

4.9. **Treatment and Finishing of Horizontal Surfaces.** Strike off to grade and finish all unformed upper surfaces. Do not use mortar topping for surfaces constructed under this Section.

Float the surface with a suitable float after the concrete has been struck off.

Slope the tops of caps and piers between bearing areas from the center slightly toward the edge, and slope the tops of abutment and transition bent caps from the backwall to the edge, as directed, so water drains from the surface. Give the concrete a smooth trowel finish. Construct bearing areas for steel units in accordance with Section 441.3.11.6., "Bearing and Anchorage Devices." Give the bearing area under the expansion ends of concrete slabs and slab and girder spans a steel-trowel finish to the exact grades required. Give bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups a textured, wood float finish. Do not allow the bearing area to vary from a level plane more than 1/16 in. in all directions.

Cast bearing seat buildups or pedestals for concrete units integrally with the cap or a construction joint. Provide a latex-based mortar, an epoxy mortar, or an approved proprietary bearing mortar for bearing seat buildups cast with a construction joint. Mix mortars in accordance with the manufacturer's recommendations. Construct pedestals of Class C concrete, reinforced as shown on the plans or as indicated in Figure 1 and Figure 2. The Engineer of Record will design pedestals higher than 12 in.

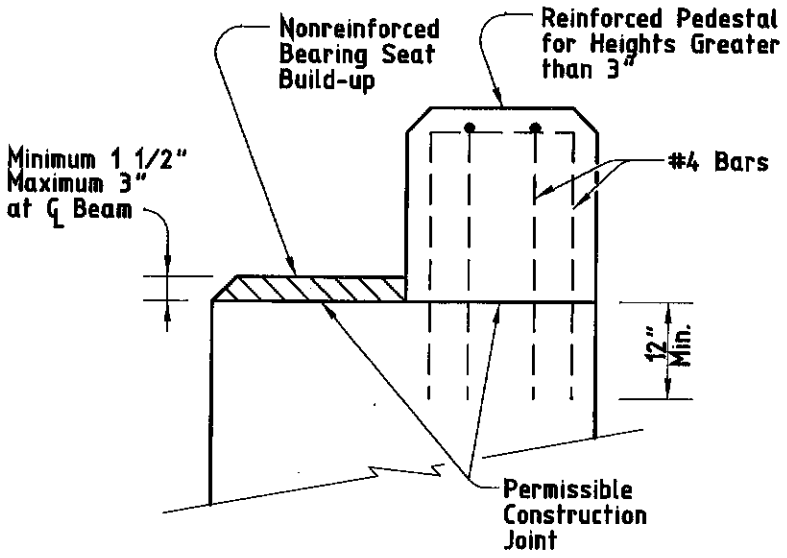

Figure 1
Section through Bearing Seat Buildups

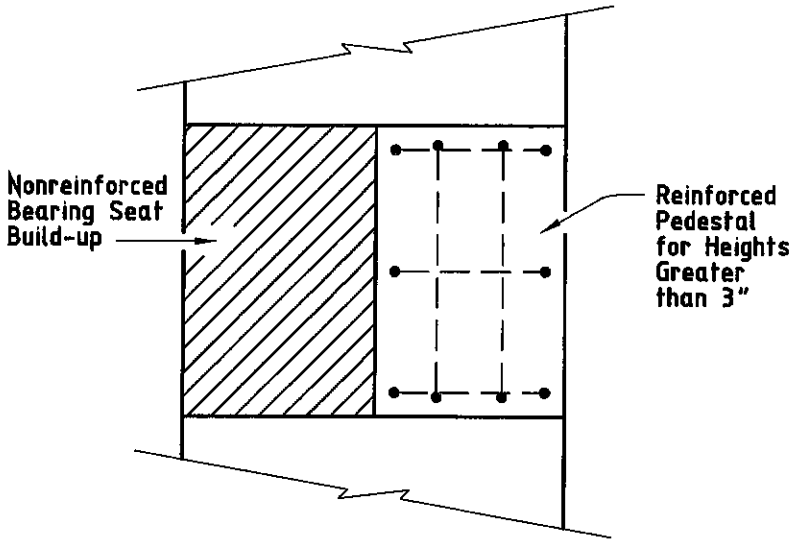

Figure 2
Plan View of Bearing Seat Buildups

4.10. **Curing Concrete.** Obtain approval of the proposed curing methods, equipment, and materials before placing concrete. The Engineer may require the same curing methods for like portions of a single structure. Inadequate curing or facilities may delay all concrete placements on the job until remedial action is taken.

A curing day is a calendar day when the temperature, taken in the shade away from artificial heat, is above 50°F for at least 19 hr. or, on colder days if the temperature of all surfaces of the concrete is maintained above 40°F, for the entire 24 hr. The required curing period begins when all concrete has attained its initial set unless indicated otherwise. Tex-440-A may be used to determine when the concrete has attained its initial set.

Cure all concrete for 4 consecutive days except as allowed for the curing options listed below. Use form or membrane curing for vertical surfaces unless otherwise approved. Use only water curing for horizontal surfaces of HPC or mass concrete. Use water or membrane curing for horizontal or unformed surfaces for all other concrete.

Use one of the following curing options for vertical surfaces, unless indicated otherwise.

- Form cure for 48 hr. after placement.
- Form cure for 12 hr. after placement followed by membrane curing.
- For HPC Concrete, form cure for 48 hr. after placement followed by membrane curing.
- For mass concrete, form cure as required by the heat control plan followed by membrane curing if forms are removed before 4 days.

Apply membrane curing, if used, within 2 hr. of form removal.

Use only water curing in accordance with this Section for the top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, caps with backwalls, risers, etc.).

Cure all other concrete as specified in the pertinent Items. Use the following methods for curing concrete, subject to the requirements of this Item.

4.10.1. **Form Curing.** When forms are left in intimate contact with the concrete, other curing methods are not required except for exposed surfaces and for cold weather protection. Use another approved curing method if forms are removed before the 4-day required curing period.

4.10.2. **Water Curing**. Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water curing in accordance with concrete mixing water in Section 421.2.5., "Water." Do not use seawater or water that stains or leaves an unsightly residue.

4.10.2.1. **Blankets**. Keep the concrete continuously wet by maintaining wet cotton or burlap mats in direct contact with the concrete for the required curing time. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet.

4.10.2.2. **Water Spray**. Overlap sprays or sprinklers to keep all unformed surfaces continuously wet.

4.10.2.3. **Ponding**. Cover the surfaces with at least 2 in. of clean granular material, kept wet at all times, or at least 1 in. deep water. Use a dam to retain the water or saturated granular material.

4.10.3. **Membrane Curing**. Choose either Type 1-D or Type 2 membrane-curing compound unless otherwise shown on the plans. Use the same type of curing compound on an individual member.

Apply membrane curing just after free moisture has disappeared at a rate of approximately 180 sq. ft. per gallon. Do not spray curing compound on projecting reinforcing steel or concrete that will later form a construction joint. Do not apply membrane curing to dry surfaces. Dampen formed surfaces and surfaces that have been given a first rub so they are moist at the time of application of the membrane.

Leave the film unbroken for the minimum curing period specified when membrane is used for complete curing. Correct damaged membrane immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats, or laminated mats in close contact with the concrete surfaces are equivalent to membrane curing.

4.11. **Removal of Forms and Falsework**. Remove forms for vertical surfaces after the concrete has aged a minimum of 12 hr. after initial set provided the removal can be done without damage to the concrete unless otherwise directed. Keep forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."

Leave in place weight-supporting forms and falsework spanning more than 1 ft. for all bridge components and culvert slabs except as directed otherwise until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Remove inside forms (walls and top slabs) for box culverts and sewers after concrete has attained a compressive strength of 1,800 psi if an approved overhead support system is used to transfer the weight of the top slab to the walls of the box culvert or sewer before removal of the support provided by the forms.

Forms or parts of forms may be removed only if constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so metal may be removed without undue chipping or spalling of the concrete, and so it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

4.12. **Defective Work**. Repair defective work as soon as possible. Remove and replace at the expense of the Contractor any defect that cannot be repaired to the satisfaction of the Engineer.

4.13. **Ordinary Surface Finish**. Apply an ordinary surface finish to all concrete surfaces. Provide flat or textured surfaces as specified with uniform appearance. Address defects and surface irregularities not consistent with the intent of the expected finish by the following:

- Chip away all loose or broken material to sound concrete where porous, spalled, or honeycombed areas are visible after form removal.
- Repair spalls in accordance with the procedures outlined in the *Concrete Repair Manual* available on the Department's website.
- Clean and fill holes or spalls caused by the removal of form ties, etc., with latex grout, cement grout, or epoxy grout as approved. Fill only the holes. Do not blend the patch with the surrounding concrete. On surfaces to receive a rub finish in accordance with Item 427, "Surface Finishes for Concrete," chip out exposed parts of metals chairs to a depth of 1/2 in. and repair the surface.
- Remove all fins, rust staining, runs, drips, or mortar from surfaces that will be exposed. Smooth all form marks and chamfer edges by grinding or dry-rubbing.
- Ensure all repairs are dense, well-bonded, and properly cured. Finish exposed large repairs to blend with the surrounding concrete where a higher class of finish is not specified.

Apply an ordinary surface finish as the final finish to the following exposed surfaces unless noted otherwise:

- inside and top of inlets,
- inside and top of manholes,
- inside of sewer appurtenances, and
- inside of culvert barrels.

Form marks and chamfer edges do not need to be smoothed for the inside of culvert barrels.

5. MEASUREMENT

This Item will be measured by the cubic yard, square yard, foot, square foot, or by each structure.

5.1. **General.** Concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer.

In determining quantities, no deductions will be made for chamfers less than 2 in. or for embedded portions of steel or prestressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, ducts and voids for prestressed tendons, or embedded portions of light fixtures.

Variation in concrete headwall quantity incurred when an alternate bid for pipe is permitted will not be cause for payment adjustment.

Quantities revised by a change in design, measured as specified, will be increased or decreased and included for payment.

5.2. **Plans Quantity.** Structure elements designated in Table 1 and measured by the cubic yard are plans quantity measurement items. The quantity to be paid for plans quantity items is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

No adjustment will be made for footings or other in-ground elements where the Contractor has been allowed to place concrete in an excavation without forms.

Table 1
Plans Quantity Payment
(Cubic Yard Measurement Only)

Culverts and culvert wing walls	Abutments
Headwalls for pipe	Footings
Retaining walls	Pile bent caps
Inlets and manholes	Post-tensioned elements

Note—Other elements, including pier and bent concrete, may be paid for as "plans quantity" when shown on the plans.

5.3. **Measured in Place.** Items not paid for as "plans quantity" will be measured in place.

6. 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 the class of concrete and element identified and by the special designation when appropriate. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; furnishing, placing, and stressing post-tensioning system; placing, finishing, and curing concrete; mass placement controls; applying ordinary surface finish; furnishing and placing drains, metal flashing strips, and expansion-joint material; excavation, subgrade preparation; and forms and falsework, equipment, labor, tools, and incidentals.

Price will be adjusted in accordance with Article 421.6., "Measurement and Payment" when required to address non-compliance of project acceptance testing.

Design and installation of foundations for falsework is at the Contractor's expense.

In addition to the work described above, for extending structures the unit prices bid for the various classifications of concrete shown are full compensation for removing and disposing of, if necessary, the designated portion of the existing structure; removing, stockpiling if necessary, and replacing headwall units for reuse; cleaning, bending, and cutting of exposed reinforcing steel; splicing of new reinforcing steel to existing reinforcing steel; installation of dowels; and cleaning and preparing existing concrete surfaces.

Item 421
Hydraulic Cement Concrete

1. DESCRIPTION

Furnish hydraulic cement concrete for concrete pavements, concrete structures, and other concrete construction.

2. MATERIALS

Use materials from prequalified sources listed on the Department website. Provide coarse and fine aggregates from sources listed in the Department's *Concrete Rated Source Quality Catalog* (CRSQC). Use materials from non-listed sources only when tested and approved by the Engineer before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

2.1. **Cement.** Furnish cement conforming to DMS-4600, "Hydraulic Cement."

2.2. **Supplementary Cementing Materials (SCM).**

- **Fly Ash.** Furnish fly ash, ultra-fine fly ash (UFFA), and modified Class F fly ash (MFFA) conforming to DMS-4610, "Fly Ash."
- **Slag Cement.** Furnish Slag Cement conforming to DMS-4620, "Slag Cement."
- **Silica Fume.** Furnish silica fume conforming to DMS-4630, "Silica Fume."
- **Metakaolin.** Furnish metakaolin conforming to DMS-4635, "Metakaolin."

2.3. **Cementitious Material.** Cementitious materials are the cement and supplementary cementing materials used in concrete.

2.4. **Chemical Admixtures.** Furnish admixtures conforming to DMS-4640, "Chemical Admixtures for Concrete."

2.5. **Water.** Furnish mixing and curing water that is free from oils, acids, organic matter, or other deleterious substances. Water from municipal supplies approved by the Texas Department of Health will not require testing. Provide test reports showing compliance with Table 1 before use when using water from other sources.

Water that is a blend of concrete wash water and other acceptable water sources, certified by the concrete producer as complying with the requirements of both Table 1 and Table 2, may be used as mix water. Test the blended water weekly for 4 weeks for compliance with Table 1 and Table 2 or provide previous test results. Then test every month for compliance. Provide water test results upon request.

Table 1
Chemical Limits for Mix Water

Contaminant	Test Method	Maximum Concentration (ppm or mg\L)
Chloride (Cl)	ASTM C114	
Prestressed concrete		500
Bridge decks & superstructure		500
All other concrete		1,000
Sulfate (SO4)	ASTM C114	2,000
Alkalies (Na2O + 0.658K2O)	ASTM C114	600
Total solids	ASTM C1603	50,000

Table 2
Acceptance Criteria for Questionable Water Supplies

Property	Test Method	Limits
Compressive strength, min % control at 7 days	ASTM C31, ASTM C39[1,2]	90
Time of set, deviation from control, h:min.	ASTM C403	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.
2. Base comparisons on sets consisting of at least 2 standard specimens made from a composite sample.

Do not use mix water that has an adverse effect on the air-entraining agent, on any other chemical admixture, or on strength or time of set of the concrete. Use mixing and curing water free of iron and other impurities that may cause staining or discoloration when using white hydraulic cement.

2.6. **Aggregate.**

2.6.1. **Coarse Aggregate**. Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycled crushed hydraulic cement concrete, crushed stone, or combinations which are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.

Provide coarse aggregate with the requirements listed in Table 3 unless otherwise shown on the plans.

Table 3
Coarse Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.25
Weight of Shale, % Max		1.0
Weight of Laminate and Friable Particle, % Max		5.0
L.A. Abrasion Wear, % Max	Tex-410-A	40
5-Cycle Magnesium Sulfate Soundness,[1,2] non-air-entrained concrete, % Max	Tex-411-A	25
5-Cycle Magnesium Sulfate Soundness,[1,3] air-entrained concrete, % Max		18
Loss by Decantation, % Max	Tex-406-A	1.5

1. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
2. Allowed when air-entrained concrete is used at the Contractor's option.
3. Only when air-entrained concrete is required by the plans.

Increase the loss by decantation limit to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with Tex-406-A, Part III, in the case of coarse aggregates made primarily from crushing stone unless otherwise shown on the plans. Provide test results upon request.

Provide coarse aggregate or combination of aggregates conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A unless otherwise specified.

Table 4
Coarse Aggregate Gradation Chart

Aggregate Grade No.[1]	Maximum Nominal Size	Percent Passing on Each Sieve								
		2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	#4	#8
1	2"	100	80–100	50–85		20–40			0–10	
2	1-1/2"		100	95–100		35–70		10–30	0–10	
3	1-1/2"		100	95–100		60–90	25–60		0–10	
4 (57)	1"			100	95–100		25–60		0–10	0–5
5 (67)	3/4"				100	90–100		20–55	0–10	0–5
6 (7)	1/2"					100	90–100	40–70	0–15	0–5
7	3/8"						100	70–95	0–25	
8	3/8"						100	95–100	20–65	0–10

1. Corresponding ASTM C33 gradation shown in parentheses.

2.6.2. **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural, manufactured sand, recycled crushed hydraulic cement concrete, slag, lightweight aggregate, or a combination thereof. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide fine aggregates with the requirements in Table 5 unless otherwise shown on the plans.

Table 5
Fine Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.50
Organic Impurities[1]	Tex-408-A	Color not darker than standard
Sand Equivalent	Tex-203-F	80
Fineness Modulus	Tex-402-A	2.3 to 3.1

1. Only when air-entrained concrete is specified.

Provide fine aggregate or combinations of aggregates conforming to the gradation requirements shown in Table 6 when tested in accordance with Tex-401-A unless otherwise specified.

Table 6
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8"	100
#4	95–100
#8	80–100
#16	50–85
#30	25–65
#50	10–35[1]
#100	0–10
#200	0–3[2]

1. 6–35 when sand equivalent value is greater than 85.
2. 0–6 for manufactured sand.

2.6.3. **Intermediate Aggregate.** Provide intermediate aggregate consisting of clean, hard, durable particles of natural, manufactured sand, slag, recycled crushed hydraulic cement concrete, lightweight aggregate, or a combination thereof when optimized aggregate gradation (OAG) concrete is specified or when used at the Contractor's option. Provide intermediate aggregate free from frozen material and injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide intermediate aggregate with the requirements in Table 7.

Table 7
Intermediate Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.50
L.A. Abrasion Wear,[1] % Max	Tex-410-A	40
5-Cycle Magnesium Sulfate Soundness,[1,2,3] non-air-entrained concrete, % Max	Tex-411-A	25
5-Cycle Magnesium Sulfate Soundness,[1,2,4] air-entrained concrete, % Max		18
Organic Impurities[5]	Tex-408-A	Color not darker than standard
Loss by Decantation,[1] % Max	Tex-406-A	1.5

1. Only applies to the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve.
2. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
3. Allowed when air-entrained concrete is used at the Contractor's option.
4. Only when air-entrained concrete is required by the plans.
5. Only applies to the portion passing the 3/8 in. sieve, if more than 30% of the intermediate aggregate is passing the 3/8 in. sieve.

For the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve, and in the case of aggregates made primarily from crushing stone, unless otherwise shown on the plans, the loss by decantation may be increased to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with Tex-406-A, Part III. Provide test results upon request.

2.7. **Mortar and Grout.** Furnish pre-packaged grouts conforming to DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications," when specified for applications other than post-tension grouting.

Section 421.4.2.6., "Mix Design Options," does not apply for mortar and grout.

2.8. **Storage of Materials.**

2.8.1. **Cement and Supplementary Cementing Materials.** Store all cement and supplementary cementing materials in weatherproof enclosures that will protect them from dampness or absorption of moisture.

When permitted, small quantities of packaged cementitious material may be stored in the open, on a raised platform, and under waterproof covering for up to 48 hr.

2.8.2. **Aggregates.** Handle and store concrete aggregates in a manner that prevents contamination with foreign materials. Clear and level the sites for the stockpiles of all vegetation if the aggregates are stored on the ground and do not use the bottom 6-in. layer of aggregate without cleaning the aggregate before use.

Maintain separate stockpiles and prevent intermixing when conditions require the use of 2 or more grades of coarse aggregates. Separate the stockpiles using physical barriers where space is limited. Store aggregates from different sources in different stockpiles unless the Engineer authorizes pre-blending of the aggregates. Minimize segregation in stockpiles. Remix and test stockpiles when segregation is apparent.

Sprinkle stockpiles to control moisture and temperature as necessary. Maintain reasonably uniform moisture content in aggregate stockpiles.

2.8.3. **Chemical Admixtures.** Store admixtures in accordance with manufacturer's recommendations and prevent admixtures from freezing.

3. EQUIPMENT

3.1. **Concrete Plants and Mixing Equipment.** Except for volumetric stationary plant or truck (auger) mixers, each plant and truck mixer must be currently certified by the National Ready Mixed Concrete Association (NRMCA) or have an inspection report signed and sealed by a licensed professional engineer showing concrete measuring, mixing, and delivery equipment meets all requirements of ASTM C94. A new

certification or signed and sealed report is required every time a plant is moved. Plants with a licensed professional engineer's inspection require re-inspection every 2 yr. Provide a copy of the certification or the signed and sealed inspection report to the Engineer. Remove equipment or facilities from service until corrected when they fail to meet specification requirements.

When allowed on the plans or by the Engineer, for concrete classes not identified as structural concrete in Table 8 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks instead of the NRMCA or non-Department engineer-sealed certifications. The criteria and frequency of Engineer approval of plants and trucks is the same used for NRMCA certification.

Inspect and furnish inspection reports on the condition of blades and fins and their percent wear from the original manufacturer's design for truck mixers and agitators annually. Repair mixing equipment exhibiting 10% or more wear before use. If an inspection within 12 mo. is not practical, a 2-mo. grace period (for a maximum of 14 mo. between inspections) is permitted.

3.1.1. **Scales**. Check all scales before beginning of operations, after each move, or whenever their accuracy or adequacy is questioned, and at least once every 6 mo. Immediately correct deficiencies, and recalibrate. Provide a record of calibration showing scales in compliance with ASTM C94 requirements. Check batching accuracy of volumetric water batching devices at least every 90 days. Check batching accuracy of chemical admixture dispensing devices at least every 6 mo. Perform daily checks as necessary to ensure measuring accuracy.

3.1.2. **Volumetric Mixers**. Provide volumetric mixers with rating plates defining the capacity and the performance of the mixer in accordance with the Volumetric Mixer Manufacturers Bureau or equivalent. Provide volumetric mixers that comply with ASTM C685. Provide test data showing mixers meet the uniformity test requirements of Tex-472-A.

Unless allowed on the plans or by the Engineer, volumetric truck (auger) mixers may not supply classes of concrete identified as structural concrete in Table 8.

3.1.3. **Agitators and Truck and Stationary Mixers**. Provide stationary and truck mixers capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass and capable of discharging the concrete so at least 5 of the 6 requirements of Tex-472-A are met.

Perform concrete uniformity tests on mixers or agitators in accordance with Tex-472-A as directed, to resolve issues of mix uniformity and mixer performance.

Perform the mixer or agitator uniformity test at the full rated capacity of the equipment. Remove all equipment that fails the uniformity test from service.

Inspect and maintain mixers and agitators. Keep them free of concrete buildup, and repair or replace worn or damaged blades or fins.

Ensure all mixers have a plate affixed showing manufacturer's recommended operating speed and rated capacity for mixing and agitating.

3.2. **Hauling Equipment.** Provide hauling equipment capable of maintaining the mixed concrete in a thoroughly mixed and uniform mass, and discharging the concrete with a satisfactory degree of uniformity.

Provide equipment with smooth, mortar-tight metal containers equipped with gates that prevent accidental discharge of the concrete when using non-agitating equipment for transporting concrete.

Maintain hauling equipment clean and free of built-up concrete.

3.3. **Testing Equipment**. Furnish and maintain the following in accordance with the pertinent test procedure unless otherwise shown on the plans or specified:

- sieves necessary to perform aggregate gradation analysis when optimized aggregate gradation is specified,
- equipment necessary to perform Tex-415-A and Tex-422-A,
- equipment necessary to perform Tex-409-A or Tex-425-A,
- test molds,
- curing facilities,
- maturity meters if used, and
- wheelbarrow or other container acceptable for the sampling of the concrete.

Provide strength-testing equipment when required in accordance with the Contract-controlling test unless shown otherwise.

4. CONSTRUCTION

4.1. **Classification of Concrete Mix Designs.** Provide classes of concrete meeting the requirements shown in Table 8.

A higher-strength class of concrete with equal or lower water-to-cementitious material (w/cm) ratio may be substituted for the specified class of concrete when approved.

4.2. **Mix Design Proportioning.** Furnish mix designs using ACI 211, Tex-470-A, or other approved procedures for the classes of concrete listed in Table 8 unless a design method is indicated on the plans. Perform mix design proportioning by absolute volume method unless otherwise approved. Perform cement replacement using equivalent weight method unless otherwise approved.

Do not exceed the maximum w/cm ratio listed in Table 8 when designing the mixture.

4.2.1. **Cementitious Materials.** Do not exceed 700 lb. of cementitious material per cubic yard of concrete unless otherwise specified or approved.

- Use cement of the same type and from the same source for monolithic placements.
- Do not use supplementary cementing materials when white hydraulic cement is specified.

Table 8
Concrete Classes

Class of Concrete	Design Strength,[1] Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
A	3,000	0.60	1–4, 8	I, II, I/II, IL, IP, IS, IT, V	1, 2, 4, & 7	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts
B	2,000	0.60	2–7				Riprap, traffic signal controller foundations, small roadside signs, and anchors
C[6]	3,600	0.45	1–6	I, II, I/II, IP, IS, IT,[7] V	1–8		Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, concrete traffic barrier (cast-in-place)
E	3,000	0.50	2–5	I, II, I/II, IL, IP, IS, IT,[7] V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Seal concrete

Class of Concrete	Design Strength,[1] Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
F[6]	Note 8	0.45	2–5	I, II, I/II, IP, IS, IT,[7]V			Railroad structures; occasionally for bridge piers, columns, or bents
H[6]	Note 8	0.45	3–6	I, II, I/II, III, IP, IS, IT,[7] V	1–5	Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete.	Precast concrete, post-tension m
S[6]	4,000	0.45	2–5	I, II, I/II, IP, IS, IT,[7]V	1–8		Bridge slabs, top slabs of direct traffic culverts, approach slabs
P	See Item 360, "Concrete Pavement."	0.50	2–3	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Concrete pavement
CO[6]	4,600	0.40	6	I, II, I/II, IP, IS, IT,[7] V	1–8		Bridge deck concrete overlay
LMC[6]	4,000	0.40	6–8				Latex-modified concrete overlay
SS[6]	3,600	0.45	4–6			Use a minimum cementitious material content of 658 lb./cu. yd. of concrete.	Slurry displacement shafts, underwater drilled shafts
K[6]	Note 8	0.40	Note 8	I, II, I/II, III IP, IS, IT,[7] V			Note 8
HES	Note 8	0.45	Note 8	I, IL, II, I/II, III		Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply.	Concrete pavement, concrete pavement repair
"X" (HPC) [6,9,10]	Note 11	0.45	Note 11	I, II, I/II, III IP, IS, IT,[7] V	1–5, & 8	Maximum fly ash replacement for Options 1 and 3 may be increased to 45%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete.	
"X" (SRC) [6,9,10]	Note 11	0.45	Note 11	I/II, II, IP, IS, IT,[7] V	1–4 , & 7	Do not use Class C Fly Ash Type III-MS may be used where allowed. Type I and Type III cements may be used with Options 1–3, with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Do not use Option 7 for precast concrete.	

Table 8 (continued)
Concrete Classes

1. Design strength must be attained within 56 days.
2. Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
3. Use Grade 8 aggregate in extruded curbs unless otherwise approved.
4. Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
5. For information only.
6. Structural concrete classes.
7. Do not use Type IT cements containing > 5% limestone.
8. As shown on the plans or specified.
9. "X" denotes class of concrete shown on the plans or specified.
10. (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
11. Same as class of concrete shown on the plans.

4.2.2. **Aggregates.** Recycled crushed hydraulic cement concrete may be used as a coarse or fine aggregate in Class A, B, E, and P concrete. Limit recycled crushed concrete fine aggregate to a maximum of 20% of the fine aggregate.

Use light-colored aggregates when white hydraulic cement is specified.

Use fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.

Use the following equation to determine if the aggregate combination meets the acid insoluble residue requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(A_1 \times P_1)+(A_2 \times P_2)+(A_{ia} \times P_{ia})}{100} \geq 60\%$$

where:
A_1 = acid insoluble (%) of fine aggregate 1
A_2 = acid insoluble (%) of fine aggregate 2
A_{ia} = acid insoluble (%) of intermediate aggregate passing the 3/8 in. sieve
P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend
P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend
P_{ia} = percent by weight of intermediate aggregate passing the 3/8 in. sieve

Alternatively to the above equation, blend fine aggregate with a micro-deval loss of less than 12%, when tested in accordance with Tex-461-A, with at least 40% of a fine aggregate with an acid insoluble residue of at least 60%.

4.2.3. **Chemical Admixtures.** Do not use Type C, Type E, Type F, or Type G admixtures in Class S bridge deck concrete. Do not use chemical admixtures containing calcium chloride in any concrete.

Use a 30% calcium nitrite solution when a corrosion-inhibiting admixture is required. The corrosion-inhibiting admixture must be set neutral unless otherwise approved. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans.

4.2.4. **Air Entrainment.** Use an approved air-entraining admixture when air-entrained concrete is specified, or when an air-entraining admixture is used at the Contractor's option, and do not exceed the manufacturer's recommended dosage. Ensure the minimum entrained air content is at least 3.0% for all classes of concrete except Class P when air-entrained concrete is specified, during trial batch, or when providing previous field data.

4.2.5. **Slump.** Provide concrete with a slump in accordance with Table 9 unless otherwise specified. When approved, the slump of a given concrete mix may be increased above the values shown in Table 9 using chemical admixtures, provided the admixture-treated concrete has the same or lower water-to-cementitious material ratio and does not exhibit segregation or excessive bleeding. Request approval to exceed the slump limits in Table 9 sufficiently in advance for proper evaluation by the Engineer.

Perform job-control testing of slump in accordance with Section 421.4.8.3.1., "Job-Control Testing."

Table 9
Placement Slump Requirements

General Usage[1]	Placement Slump Range,[2] in.
Walls (over 9 in. thick), caps, columns, piers, approach slabs, concrete overlays	3 to 5
Bridge slabs, top slabs of direct traffic culverts, latex-modified concrete for bridge deck overlays	3 to 5-1/2
Inlets, manholes, walls (less than 9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed), seal concrete	4 to 5-1/2
Precast concrete	4 to 9
Underwater concrete placements	6 to 8-1/2
Drilled shafts, slurry displaced and underwater drilled shafts	See Item 416, "Drilled Shaft Foundations."
Curb, gutter, curb and gutter, concrete retards, sidewalk, driveways, anchors, riprap, small roadside sign foundations, concrete pavement repair, concrete repair	As approved

1. For information only.
2. For fiber reinforced concrete, perform slump before addition of fibers.

4.2.6. **Mix Design Options.**

4.2.6.1. **Option 1.** Replace 20% to 35% of the cement with Class F fly ash.

4.2.6.2. **Option 2.** Replace 35% to 50% of the cement with slag cement or MFFA.

4.2.6.3. **Option 3.** Replace 35% to 50% of the cement with a combination of Class F fly ash, slag cement, MFFA, UFFA, metakaolin, or silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

4.2.6.4. **Option 4.** Use Type IP, Type IS, or Type IT cement as allowed in Table 5 for each class of concrete. Up to 10% of a Type IP, Type IS, or Type IT cement may be replaced with Class F fly ash, slag cement, or silica fume. Use no more than 10% silica fume in the final cementitious material mixture if the Type IT cement contains silica fume, and silica fume is used to replace the cement.

4.2.6.5. **Option 5.** Replace 35% to 50% of the cement with a combination of Class C fly ash and at least 6% of silica fume, UFFA, or metakaolin. However, no more than 35% may be Class C fly ash, and no more than 10% may be silica fume.

4.2.6.6. **Option 6.** Use a lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A. Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's MPL, certified by the Construction Division as being capable of testing according to Tex-471-A.

4.2.6.7. **Option 7.** Ensure the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when using hydraulic cement not containing SCMs calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\%\ Na_2O \text{ equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

4.2.6.8. **Option 8.** Perform annual testing as required for any deviations from Options 1–5 or use mix design options listed in Table 10. Laboratories performing ASTM C1260, ASTM C1567, and ASTM C1293 testing must be listed on the Department's MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture conforms to the requirements of Table 10.

Provide a certified test report signed and sealed by a licensed professional engineer, when HPC is required, and less than 20% of the cement is replaced with SCMs, demonstrating ASTM C1202 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

- Moisture cure specimens 56 days at 73°F.
- Moisture cure specimens 7 days at 73°F followed by 21 days at 100°F.

Table 10
Option 8 Testing and Mix Design Requirements

Scenario	ASTM C1260 Result		Testing Requirements for Mix Design Materials or Prescriptive Mix Design Options[1]
	Mix Design Fine Aggregate	Mix Design Coarse Aggregate	
A	> 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of each aggregate[2] to 0.08% when tested individually in accordance with ASTM C1567; or Use a minimum of 40% Class C fly ash with a maximum CaO[3] content of 25%.
B	≤ 0.10%	≤ 0.10%	Use a minimum of 40% Class C fly ash with a maximum CaO[3] content of 25%; or Use any ternary combination which replaces 35% to 50% of cement.
	≤ 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Use a minimum of 20% of any Class C fly ash; or Use any ternary combination which replaces 35% to 50% of cement.
C	≤ 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of coarse and intermediate[2] aggregate to 0.08% when tested individually in accordance with ASTM C1567; or Use a minimum of 40% Class C fly ash with a maximum CaO[3] content of 25%.
D	> 0.10%	≤ 0.10%	Use a minimum of 40% Class C fly ash with a maximum CaO[3] content of 25%; or Use any ternary combination which replaces 35% to 50% of cement.
	> 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Determine the dosage of SCMs needed to limit the 14-day expansion of fine aggregate to 0.08% when tested in accordance with ASTM C1567.

1. Do not use Class C fly ash if the ASTM C1260 value of the fine, intermediate, or coarse aggregate is 0.30% or greater, unless the fly ash is used as part of a ternary system.
2. Intermediate size aggregates will fall under the requirements of mix design coarse aggregate.
3. Average the CaO content from the previous ten values as listed on the mill certificate.

4.2.7. **Optimized Aggregate Gradation (OAG) Concrete.** The gradation requirements in Table 3 and Table 4 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans. Use Tex-470-A to establish the optimized aggregate gradation. Use at least 420 lb. per cubic yard of cementitious material when OAG concrete is used unless otherwise approved. Use a coarse aggregate with a maximum nominal size of 1-1/2 in. for Class P concrete. Use a coarse aggregate for all other classes of concrete with a maximum nominal size not larger than:

- 1/5 the narrowest dimension between sides of forms, or
- 1/3 the depth of slabs, or
- 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, individual tendons, bundled tendons, or ducts.

Make necessary adjustments to individual aggregate stockpile proportions during OAG concrete production when the gradation deviates from the optimized gradation requirements.

4.2.8. **Self-Consolidating Concrete (SCC).** Provide SCC meeting the following requirements shown in Table 11 when approved for use in precast concrete. Use concrete with a slump flow that can be placed without vibration and will not segregate or excessively bleed.

Request approval to exceed the slump flow limits sufficiently in advance for proper evaluation by the Engineer.

Table 11
Mix Design Requirements for SCC

Tests	Test Method	Acceptable Limits
Slump Flow for Precast Concrete	ASTM C1611	22 to 27[1]
T_{50}, sec	ASTM C1611	2 to 7
VSI Rating	ASTM C1611	0 or 1
Passing Ability, in.	ASTM C1621	≤ 2
Segregation Column, %	ASTM C1610	≤ 10
Bleeding, %	ASTM C232	≤ 2.5

1. These slump flow limits are generally acceptable for most applications. However, slump flow limits may be adjusted during mix design approval process and when approved by the Engineer.

4.3. **Concrete Trial Batches**. Perform preliminary and final trial batches when required by the plans, or when previous satisfactory field data is not available. Submit previous satisfactory field data to the Engineer showing the proposed mix design conforms to specification requirements when trial batches are not required and before concrete is placed.

Perform preliminary and final trial batches for all self-consolidating concrete mix designs.

4.3.1. **Preliminary Trial Batches**. Perform all necessary preliminary trial batch testing when required, and provide documentation including mix design, material proportions, and test results substantiating the mix design conforms to specification requirements.

4.3.2. **Final Trial batches**. Make all final trial batches using the proposed ingredients in a mixer that is representative of the mixers to be used on the job when required. Make the batch size at least 50% of the mixer's rated capacity. Perform fresh concrete tests for air content and slump, and make, cure, and test strength specimens for compliance with specification requirements. Test at least one set of design strength specimens, consisting of 2 specimens per set, at 7-day, 28-day, and at least one additional age unless otherwise directed. Before placing, provide the Engineer the option of witnessing final trial batches, including the testing of the concrete. If not provided this option, the Engineer may require additional trial batches, including testing, before the concrete is placed.

Conduct all testing listed in Table 11 when performing trial batches for self-consolidating concrete. Make an additional mixture with 3% more water than the preliminary trial batch. Make necessary adjustments to the mix design if this additional mixture does not meet requirements of Table 11. Cast and evaluate mock-ups for precast concrete that are representative of the actual product as directed. Provide the Engineer the option of witnessing final trial batches, including the testing of the concrete and the casting of the mock-ups before placement. If not provided this option, the Engineer may require additional trial batches, including testing and mock-ups, before the concrete is placed.

Establish 7-day compressive strength target values using the following formula for each Class A, B, and E concrete mix designs to be used:

$$\text{Target value} = \text{Minimum design strength} \times \frac{\text{7 - day avg. trial batch strength}}{\text{28 - day avg. trial batch strength}}$$

Submit previous satisfactory field data, data from a new trial batch, or other evidence showing the change will not adversely affect the relevant properties of the concrete when changes are made to the type, brand, or source of aggregates, cement, SCM, water, or chemical admixtures. Submit the data for approval before making changes to the mix design. A change in vendor does not necessarily constitute a change in materials or source. The Engineer may waive new trial batches when there is a prior record of satisfactory performance with the ingredients. During concrete production, dosage changes of chemical admixtures used in the trial batches will not require a re-evaluation of the mix design.

The Contractor has the option of performing trial batches in conjunction with concrete placements except for SCC mixtures, when new trial batches are required during the course of the project. If the concrete fails to meet any requirement, the Engineer will determine acceptability and payment adjustments.

Establish the strength–maturity relationship in accordance with Tex-426-A when the maturity method is specified or permitted. When using the maturity method, any changes in any of the ingredients, including changes in proportions, will require the development of a new strength–maturity relationship for the mix.

4.3.3. **Mix Design of Record.** Once a trial batch or previously satisfactory field data substantiates the mix design, the proportions and mixing methods used become the mix design of record. Do not exceed mix design water-to-cementitious material ratio.

4.4. **Production Testing.**

4.4.1. **Aggregate Moisture Testing.** Determine moisture content per Tex-409-A or Tex-425-A for coarse, intermediate, and fine aggregates at least twice a week, when there is an apparent change, or for new shipments of aggregate. When aggregate hoppers or storage bins are equipped with properly maintained electronic moisture probes for continuous moisture determination, moisture tests per Tex-409-A or Tex-425-A are not required. Electronic moisture probes, however, must be verified at least every 90 days against Tex-409-A and be accurate to within 1.0% of the actual moisture content.

When producing SCC, and when aggregate hoppers or storage bins are not equipped with electric moisture probes, determine the moisture content of the aggregates before producing the first concrete batch each day. Thereafter, determine the moisture content every 4 hr. or when there is an apparent change while SCC is being produced.

4.4.2. **Aggregate Gradation Testing.** Perform a sieve analysis in accordance with Tex-401-A on each stockpile used in the blend at least one day before producing OAG concrete when producing optimized aggregate gradation concrete. Perform sieve analysis on each stockpile after every 10,000 cubic yards of OAG concrete produced. Provide sieve analysis data to the Engineer.

4.5. **Measurement of Materials.**

4.5.1. **Non-Volumetric Mixers.** Measure aggregates by weight. Correct batch weight measurements for aggregate moisture content. Measure mixing water, consisting of water added to the batch, ice added to the batch, water occurring as surface moisture on the aggregates, and water introduced in the form of admixtures, by volume or weight. Measure ice by weight. Measure cement and supplementary cementing materials in a hopper and on a separate scale from those used for other materials. Measure the cement first when measuring the cumulative weight. Measure concrete chemical admixtures by weight or volume. Measure batch materials within the tolerances of Table 12.

Table 12
Mix Design Batching Tolerances—Non-Volumetric Mixers

Material	Tolerance (%)
Cement, wt.	-1 to +3
SCM, wt.	-1 to +3
Cement + SCM (cumulative weighing), wt.	-1 to +3
Water, wt. or volume	±3[1]
Fine aggregate, wt.	±2
Coarse aggregate, wt.	±2
Fine + coarse aggregate (cumulative weighing), wt.	±1
Chemical admixtures, wt. or volume	±3

1. Allowable deviation from target weight not including water withheld or moisture in the aggregate. The Engineer will verify the water-to-cementitious material ratio is within specified limits.

Ensure the quantity measured, when measuring cementitious materials at less than 30% of scale capacity, is accurate to not less than the required amount and not more than 4% in excess. Ensure the cumulative quantity, when measuring aggregates in a cumulative weigh batcher at less than 30% of the scale capacity,

is measured accurate to ±0.3% of scale capacity or ±3% of the required cumulative weight, whichever is less.

Measure cement in number of bags under special circumstances when approved. Use the weights listed on the packaging. Weighing bags of cement is not required. Ensure fractional bags are not used except for small hand-mixed batches of approximately 5 cu. ft. or less and when an approved method of volumetric or weight measurement is used.

4.5.2. **Volumetric Mixers.** Provide an accurate method of measuring all ingredients by volume, and calibrate equipment to assure correct measurement of materials within the specified tolerances. Base tolerances on volume–weight relationship established by calibration, and measure the various ingredients within the tolerances of Table 13. Correct batch measurements for aggregate moisture content.

Table 13
Mix Design Batching Tolerances—Volumetric Mixers

Material	Tolerance
Cement, wt. %	0 to +4
SCM, wt. %	0 to +4
Fine aggregate, wt. %	±2
Coarse aggregate, wt. %	±2
Admixtures, wt. or volume %	±3
Water, wt. or volume %	±1

4.6. **Mixing and Delivering Concrete.**

4.6.1. **Mixing Concrete.** Operate mixers and agitators within the limits of the rated capacity and speed of rotation for mixing and agitation as designated by the manufacturer of the equipment. Provide concrete in a thoroughly mixed and uniform mass with a satisfactory degree of uniformity when tested in accordance with Tex-472-A.

Do not top-load new concrete onto returned concrete.

Adjust mixing times and batching operations as necessary when the concrete contains silica fume to ensure the material is completely and uniformly dispersed in the mix. The dispersion of the silica fume within the mix will be verified by the Construction Division, Materials and Pavements Section, using cylinders made from trial batches. Make necessary changes to the batching operations, if uniform dispersion is not achieved, until uniform and complete dispersion of the silica fume is achieved.

Mix concrete by hand methods or in a small motor-driven mixer when permitted, for small placements of less than 2 cu. yd. For such placements, proportion the mix by volume or weight.

4.6.2. **Delivering Concrete.** Deliver concrete to the project in a thoroughly mixed and uniform mass, and discharge the concrete with a satisfactory degree of uniformity. Conduct testing in accordance with Tex-472-A when there is a reason to suspect the uniformity of concrete and as directed.

Maintain concrete delivery and placement rates sufficient to prevent cold joints.

Adding chemical admixtures or the portion of water withheld is only permitted at the jobsite, under the supervision of the Engineer, to adjust the slump or slump flow of the concrete. Do not add water or chemical admixtures to the batch after more than an amount needed to conduct slump testing has been discharged. Turn the drum or blades at least 30 additional revolutions at mixing speed to ensure thorough and uniform mixing of the concrete. When this water is added, do not exceed the approved mix design water-to-cementitious material ratio.

Before unloading, furnish the delivery ticket for the batch of concrete containing the information required on Department Form 596, "Concrete Batch Ticket." The Engineer will verify all required information is provided on the delivery tickets. The Engineer may suspend concrete operations until the corrective actions are

implemented if delivery tickets do not provide the required information. The Engineer will verify the design water-to-cementitious material ratio is not exceeded.

Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete may be discharged after these times provided the concrete temperature and slump meet the requirements listed in this Item and other pertinent Items. Perform these tests with certified testing personnel per Section 421.4.8.1., "Certification of Testing Personnel." Provide the Engineer the option of witnessing testing of the concrete. If not provided this option, the Engineer may require additional testing before the concrete is placed.

Table 14
Concrete Discharge Times

Fresh Concrete Temperature, °F	Max Time After Batching for Concrete Not Containing Type B or D Admixtures, min.	Max Time After Batching for Concrete Containing Type B or D Admixtures,[1] min.
90 and above	45	75
75 ≤ T < 90	60	90
T < 75	90	120

1. Concrete must contain at least the minimum manufacturer's recommended dosage of Type B or D admixture.

4.7. **Placing, Finishing, and Curing Concrete.** Place, finish, and cure concrete in accordance with the pertinent Items.

4.8. **Sampling and Testing of Concrete.** Unless otherwise specified, all fresh and hardened concrete is subject to testing as follows:

4.8.1. **Certification of Testing Personnel.** Contractor personnel performing testing must be either ACI-certified or qualified by a Department-recognized equivalent written and performance testing program for the tests being performed. Personnel performing these tests are subject to Department approval. Use of a commercial laboratory is permitted at the Contractor's option. All personnel performing testing using the maturity method must be qualified by a training program recognized by the Department before using this method on the job.

4.8.2. **Fresh Concrete.** Provide safe access and assistance to the Engineer during sampling. Fresh concrete will be sampled for testing at the discharge end if using belt conveyors or pumps. When it is impractical to sample at the discharge end, a sample will be taken at the time of discharge from the delivery equipment and correlation testing will be performed and documented to ensure specification requirements are met at the discharge end.

4.8.3. **Testing of Fresh Concrete.** Test for the fresh properties listed in Table 15.

Table 15
Fresh Concrete Tests

Tests	Test Methods
Slump[1]	Tex-415-A
Temperature[1]	Tex-422-A
Air Content[1,2]	Tex-414-A, Tex-416-A, or ASTM C457

1. Job-control testing performed by the Contractor.
2. Only required when air-entrained concrete is specified on the plans.

Concrete with a slump lower than the minimum placement slump in Table 9 after the addition of all water withheld, or concrete exhibiting segregation and excessive bleeding will be rejected.

4.8.3.1. **Job-Control Testing.** Perform job-control testing as specified in Table 16 unless otherwise specified. Provide the Engineer the opportunity to witness the testing. The Engineer may require a retest if not given the opportunity to witness. Immediately notify the Engineer of any nonconformity issues. Furnish a copy of all test results to the Engineer daily.

Table 16
Job-Control Testing Frequencies

Concrete Placements	Frequency
Bridge Deck Placements	Test the first few loads, then every 60 cu. yd. or fraction thereof.
All Other Structural Class Concrete Placements	One test every 60 cu. yd. or fraction thereof per class per day.
Non-Structural Class Concrete Placements	One test every 180 cu. yd. or fraction thereof.

Immediately resample and retest the concrete slump when the concrete exceeds the slump range at time of placement. If the concrete exceeds the slump range after the retest, and is used at the Contractor's option, the Engineer will make strength specimens as specified in Article 421.5., "Acceptance of Concrete."

4.8.3.2. **Strength Specimen Handling.** Remove specimens from their molds and deliver Department test specimens to curing facilities within 24 to 48 hr. after molding, in accordance with pertinent test procedures unless otherwise shown on the plans or directed. Clean and prepare molds for reuse if necessary.

5. ACCEPTANCE OF CONCRETE

The Engineer will sample and test the fresh and hardened concrete for acceptance. The test results will be reported to the Contractor and the concrete supplier. Investigate the quality of the materials, the concrete production operations, and other possible problem areas to determine the cause for any concrete that fails to meet the required strengths as outlined below. Take necessary actions to correct the problem including redesign of the concrete mix. The Engineer may suspend all concrete operations under the pertinent Items if the Contractor is unable to identify, document, and correct the cause of the low strengths in a timely manner. Resume concrete operations only after obtaining approval for any proposed corrective actions. Concrete failing to meet the required strength as outlined below will be evaluated using the procedures listed in Article 421.6., "Measurement and Payment."

5.1. **Structural Class of Concrete.** For concrete classes identified as structural concrete in Table 8, the Engineer will make and test 7-day and 28-day specimens. Acceptance will be based on attaining the design strength given in Table 8.

5.2. **Class P and Class HES.** The Engineer will base acceptance in accordance with Item 360, "Concrete Pavement," and Item 361, "Repair of Concrete Pavement."

5.3. **All Other Classes of Concrete.** For concrete classes not identified as structural concrete in Table 8, the Engineer will make and test 7-day specimens. The Engineer will base acceptance on the 7-day target value established in accordance with Section 421.4.3., "Concrete Trial Batches."

6. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

The following procedure will be used to evaluate concrete where one or more project acceptance test specimens fail to meet the required design strength specified in this Item or on the plans:

- The concrete for a given placement will be considered structurally adequate and accepted at full price if the average of all test results for specimens made at the time of placement meets the required design strength provided no single test result is less than 85% of the required design strength.
- The Engineer will perform a structural review of the concrete to determine its adequacy to remain in service if the average of all test results for specimens made at the time of placement is less than the required design strength or if any test results are less than 85% of the required design strength. If the in-situ concrete strength is needed for the structural review, take cores at locations designated by the

Engineer in accordance with Tex-424-A. The Engineer will test the cores. The coring and testing will be at the Contractor's expense.

- If all of the tested cores meet the required design strength, the concrete will be paid for at full price.
- If any of the tested cores do not meet the required design strength, but the average strength attained is determined to be structurally adequate, the Engineer will determine the limits of the payment adjustment using the following formula:

$$A = B_p\left[-5.37\left(\frac{S_a}{S_s}\right)^2 + 11.69\left(\frac{S_a}{S_s}\right) - 5.32\right]$$

where:
A = Amount to be paid per unit of measure for the entire placement in question
S_a = Actual average strength from cylinders or cores. Use values from cores, if taken.
S_s = Minimum required strength (specified)
B_p = Unit Bid Price

- If the structural review determines the concrete is not adequate to remain in service, the Engineer will determine the limits of the concrete to be removed.
- The decision to reject structurally inadequate concrete or to apply the payment adjustment factor will be made no later than 56 days after placement.

Item 431
Pneumatically Placed Concrete

1. DESCRIPTION

Furnish and place pneumatically applied concrete for the construction of portions of structures, repairing concrete structures, encasement of structural steel members, lining ditches and tunnels, soil-nail walls, retaining walls, and other work as shown on the plans or as directed.

2. MATERIALS

Provide pre-bagged concrete materials for concrete structure repair and class of concrete shown on the plans for other work unless otherwise shown on the plans.

Submit pre-bagged materials information for approval. Material testing may be required before approval and installation test panels will be required in accordance with Section 431.2.4., "Proportioning and Mixing."

Provide materials in accordance with the pertinent requirements of the following Items with the exceptions noted in Section 431.2.1., "Exceptions to Item 421, 'Hydraulic Cement Concrete,'" Section 431.2.2., "Exceptions to Item 440, 'Reinforcement for Concrete,'" and Section 431.2.3., "Exception to DMS-6310, 'Joint Sealants and Fillers.'"

- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"
- DMS-4655, "Concrete Repair Materials"
- DMS-6310, "Joint Sealants and Fillers"

2.1. **Exceptions to Item 421, "Hydraulic Cement Concrete."** Provide a fine aggregate that meets the requirements of Item 421, "Hydraulic Cement Concrete," Table 6, Grade 1, and a coarse aggregate that meets the requirements of Item 421, "Hydraulic Cement Concrete," Table 4, Grade 7, unless otherwise noted on the plans.

2.2. **Exceptions to Item 440, "Reinforcement for Concrete."** Provide mushroom headed steel anchors or expansion anchor hook bolts with a minimum diameter of 1/8 in. and a minimum length of 2 in. to attach reinforcement for the repair of concrete structures as shown on the plans or as directed. Reinforcing steel may be either welded wire fabric or reinforcing bars unless otherwise shown on the plans.

2.3. **Exception to DMS-6310, "Joint Sealants and Fillers."** Provide a preformed bituminous fiber material unless otherwise noted on the plans.

2.4. **Proportioning and Mixing.** Submit for approval a proposed mix design conforming to the basic mix design requirements provided in Table 1 unless otherwise shown on the plans.

Table 1
Classes of Concrete

Class	Ratio of Cement to Total Aggregate[1]	Minimum 7-Day Compressive Strength (psi)[2]
I	1:4	3,000
II	1:5	2,500

1. More cement may be used when approved.
2. Higher minimum strengths may be specified.

Measure the cement and aggregates by volume and mix with enough water to achieve the desired consistency. Use as little water as possible to achieve sufficient adhesion. Mix concrete sufficiently dry so it will not sag or fall from vertical or inclined surfaces or separate in horizontal work.

Prepare test panels using the same air pressure, nozzle tip, and position to be used for the production work to verify the mix design before approval. Apply a 3-in. layer of concrete to a plywood sheet with minimum dimensions of 18 in. × 18 in. for each test panel. Cure the test panels in the same manner as the proposed work.

Take 3 cores, each 2 in. in diameter, out of each test panel and test in compression at 7 days in accordance with Tex-424-A. The mix design will be approved when the average strength of the 3 cores conforms to the strengths shown in Table 1. Provide additional test panels as directed if there are any changes in materials, equipment, or nozzle operator during the work.

3. CONSTRUCTION

3.1. **Qualification.** Provide experienced personnel able to produce concrete satisfying plan requirements and of uniform quality as required. Provide documentation of nozzle operator's qualification for the process proposed and orientation of the application meeting the minimum requirements when shown on the plans.

Demonstrate nozzle operator's abilities by constructing test panels before commencement of work. Orient test panels to match application direction of placement. Include reinforcing steel in the test panel with similar spacing as in member. Qualification test panels may be used for mix verification in accordance with Section 431.2.4., "Proportioning and Mixing."

3.2. **Surface Preparation.** Grade the area of proposed work accurately to the elevation and dimensions shown on the plans when concrete is to be placed against soil. Compact with sufficient moisture to provide a firm foundation and to prevent absorption of water from the concrete but without free surface moisture.

Remove paint, rust, loose mill scale, grease or oil, and all other foreign materials that may reduce the bond of the concrete to the steel when concrete is used to encase structural steel members.

Remove all deteriorated or loose material by chipping with pneumatic, electric, or hand tools when concrete is placed against concrete or rock. Cut square or slightly undercut shoulders approximately 1 in. deep along the perimeter of repair areas. Sandblast the surface to clean all rust from exposed reinforcing steel and to produce a clean rough-textured surface on the concrete or rock. Wet the surface against which the concrete will be placed for at least 1 hour with potable water. Place the concrete when the surface has dried to a saturated surface-dry (SSD) condition. Achieve SSD conditions by high-pressure water blasting 15 to 30 min. before placing the repair material, soaking a minimum of 12 hr., or by other approved methods. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Provide joints, side forms, headers, and shooting strips for backing or paneling. Use ground or gauging wires where necessary to establish thickness, surface planes, and finish lines.

3.3. **Reinforcement.** Place and secure reinforcement to ensure there is no displacement from impact of applying pneumatically placed concrete. Place reinforcing bars at a spacing not less than 2-1/2 in. Support reinforcing wire fabric or bars using mushroom headed anchors, expansion hook bolts, or grouted rebar capable of resisting a pullout force of 2,500 lb. Space anchors no more than 12 in. center-to-center on overhead

surfaces, 18 in. center-to-center on vertical surfaces, and 36 in. center-to-center on top horizontal surfaces. Use at least 3 anchors in each individual patch area. Do not use explosive force to shoot anchors into concrete. Check the resistance to pullout of the reinforcing anchors when directed. Notify the Engineer before installation of the anchors. Locate anchors so there is no damage to prestressing tendons or conduits embedded in the concrete.

Use reinforcement when performing repair work in all areas where the thickness of the concrete will exceed 1-1/2 in. Use a single layer of either 2 × 2 – W1.2 × W1.2 or 3 × 3 –W1.5 × W1.5 of welded wire fabric, or approved equivalent, unless noted otherwise on the plans. Use a single layer of wire fabric to reinforce each 4 in. thickness of patch or fractional part in areas where the concrete thickness exceeds 4 in. Encase completely each layer of wire fabric in concrete that has taken its initial set before installing the succeeding layer of wire fabric. Place the reinforcing fabric parallel to the finished surface, and support it so it will be at least 3/4 in. out from the surface to be covered. Provide at least 1 in. clearance between the finished concrete surface and all steel items including anchors, reinforcing bars, and wire fabric. Lap adjacent fabric sheets at least 6 in. and tie together securely at a spacing of no more than 18 in. Pre-bend fabric before installing to fit around corners and into re-entrant angles.

Pre-bend the welded wire fabric for encasement of steel members using a template to conform as nearly as possible to the outlines of the members to be encased. Drill holes between 1/2 and 1 in. in diameter in the webs of the members as close as possible to the flanges to allow for attachment of the reinforcing fabric. Space these holes at approximately 3 ft. on center. Use 3/8-in. diameter rods placed through these holes to secure the reinforcing fabric. Hold the reinforcing fabric at least 3/4 in. out from the surface of the steel member. Lap adjacent fabric sheets at least 6 in. and tie together at a spacing of no more than 12 in.

3.4. **Pneumatic Placement of Concrete.** Pneumatically applied concrete can be either dry-mix or wet-mix. The dry-mix process consists of dry-mixed fine aggregate and hydraulic cement to which water is added immediately before its pneumatic expulsion from a nozzle. The wet-mix process consists of mechanically premixed concrete pneumatically applied through a nozzle.

3.4.1. **General.** Place the concrete when the ambient temperature is above 35°F and rising and material temperature is between 50°F and 90°F for wet-mix and below 100°F for dry-mix. Do not place concrete against a surface containing frost, ice, or standing water. Protect concrete from freezing or quick drying after placement. Apply the concrete using pneumatic equipment that sprays the mix onto the prepared surface at a velocity less than 100 ft. per second for construction of portions of structures, repairing concrete structures, or encasement of structural steel members. Minimize rebound and produce a compacted dense homogenous mass. Do not apply concrete if high winds will prevent proper application or if rain could wash out the concrete.

Hold the nozzle approximately 2 to 4 ft. from the surface and position it so the concrete impinges nearly at right angles to the surface being covered. Use shooting strips to ensure straight lines, square corners, and a plane surface of concrete. Place to keep the trapping of rebound to a minimum. Slope the concrete off to a thin edge at the end of each day's work or at similar stopping periods requiring construction joint. Thoroughly clean and wet previously placed concrete before placing an adjacent or additional section. Apply a sufficient number of coats to obtain the required thickness. Place coats on vertical and overhead surfaces in layers of such thickness to prevent sloughing, sagging, tearing, or debonding. Provide a sufficient interval between successive layers in sloping, vertical, or overhead work to allow initial but not final set. Clean the surface to remove the thin film of laitance to provide for a bond with succeeding applications. Remove rebound and accumulated loose sand from the surface to be covered before placing of the original or succeeding layers of concrete. Correct any sags or other defects to the proper section as directed.

Place concrete to completely encase reinforcing steel. Encase reinforcing steel by shooting with sufficient velocity and plasticity that material flows around and behind reinforcement.

Apply the concrete using either the wet-mix or dry-mix process unless otherwise noted on the plans. Mix the materials thoroughly and uniformly using a paddle or drum type mixer designed for pneumatic application. Wet-mix process applications can use transit-mix concrete. Do not use the wet-mix process for repair of damaged concrete.

Clean mixing and placing equipment at regular intervals. Inspect the nozzle liner and water and air injection system daily; replace worn parts as necessary.

Do not reuse rebound or overspray concrete.

3.4.2. **Dry-Mix Process.** Use a compressor or blower capable of delivering a sufficient volume of oil-free air at the pressure shown in Table 2. Maintain steady pressure throughout the placing process.

Use a water pump with the size and capacity to deliver water to the nozzle with a pressure at least 15 psi more than the required air pressure.

The values shown in Table 2 are based on a hose length of 150 ft. with the nozzle less than 25 ft. above the delivery equipment. Increase operating pressure approximately 5 psi for each additional 50 ft. of hose and approximately 5 psi for each 25 ft. the nozzle is raised.

Table 2
Compressor Capacities

Compressor Capacity, CFM	Hose Diameter, in.	Maximum Size of Nozzle Tip, in.	Operating Air Pressure Available, psi
250	1	3/4	40
315	1-1/4	1	45
365	1-1/2	1-1/4	55
500	1-5/8	1-1/2	65
600	1-3/4	1-5/8	75
750	2	1-3/4	85

3.4.3. **Wet-Mix Process.** Operate the pump at a line pressure between 100 psi and 300 psi. Use delivery hoses between 1-1/2 in. and 3 in. in diameter. Use mixing equipment capable of thoroughly mixing the materials in sufficient quantity to maintain continuous placement.

3.5. **Construction Joints.** Use a square butt joint where the joint is subject to compressive stress or is over existing construction joints unless noted otherwise on the plans. Use tapered or square butt joints at other locations. Square the outside 1 in. of tapered joints perpendicular to the surface.

3.6. **Finish.** Use a sharp trowel to cut off all high spots after the concrete has been placed to the desired thickness or screed to a true plane as determined by shooting strips or by the original concrete surface. Lightly apply cutting screeds, where used, to all surfaces so as not to disturb the concrete for an appreciable depth. Work in an upward direction when concrete is applied on vertical surfaces. Give the finished concrete a final flash coat of about 1/8 in. unless directed otherwise. Obtain a uniform appearance on all exposed surfaces unless otherwise shown on the plans.

3.7. **Curing.** Cure encasements with water for 4 days. Cure repairs and structural construction using either a piece of wet burlap taped over the repaired area with a covering of 4-mil minimum plastic sheet also taped in place or membrane curing as approved. Overlap the burlap with the plastic sheet and continuously tape the edges with a tape at least 3 in. wide (air duct tape or better) to completely enclose the mat and hold in moisture. Cure in this manner for 4 days. Curing is not required for soil-nail walls unless walls are the final exposed surfaces, which in this case, cure at least 4 days in accordance with Item 420, "Concrete Substructures." Apply membrane curing in accordance with Section 420.2.7., "Curing Materials," for tunnel and ditch linings and vertical or overhead patches as approved.

3.8. **Repair of Defects.** Repair or replace debonded areas as directed.

4. MEASUREMENT

Measurement of pneumatically placed concrete for encasement of structural members will be by the square foot of the actual contact area.

Measurement of pneumatically placed concrete for repair of concrete structures will be by the cubic foot in place using the surface area times the average depth of the patch. When pneumatically placed concrete for repair of concrete structures is allowed or specified for Item 429, "Concrete Structure Repair," measurement and payment is in accordance with Article 429.5., "Payment."

5. PAYMENT

When pneumatically placed concrete is specified as a bid item, 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 "Pneumatically Placed Concrete (Encasement)" or for "Pneumatically Placed Concrete (Repair)." This price is full compensation for cement, aggregate, water, and reinforcement; furnishing and installing steel anchors; removal of deteriorated or unsound concrete; mixing, placing, and curing pneumatically placed concrete; and equipment, labor, tools, and incidentals. Pneumatically placed concrete used for work other than encasement or repair will not be paid for directly but will be considered subsidiary to pertinent Items.

Item 432
Riprap

1. DESCRIPTION

Furnish and place concrete, stone, cement-stabilized, or special riprap.

2. MATERIALS

Furnish materials in accordance with the following Items.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 431, "Pneumatically Placed Concrete,"
- Item 440, "Reinforcement for Concrete," and
- DMS-6200, "Filter Fabric."

2.1. **Concrete Riprap.** Use Class B Concrete unless otherwise shown on the plans.

2.2. **Pneumatically Placed Concrete Riprap.** Use Class II concrete that meets Item 431, "Pneumatically Placed Concrete," unless otherwise shown on the plans.

2.3. **Stone Riprap.** Use durable natural stone with a bulk specific gravity of at least 2.50 as determined by Tex-403-A unless otherwise shown on the plans. Provide stone that, when tested in accordance with Tex-411-A, has weight loss of no more than 18% after 5 cycles of magnesium sulfate solution.

Perform a size verification test on the first 5,000 sq. yd. of finished riprap stone for all types of stone riprap at a location determined by the Engineer. Test the riprap stone in accordance with ASTM D5519. Additional tests may be required. Do not place additional riprap until the initial 5,000 sq. yd. of riprap has been approved.

Provide grout or mortar in accordance with Item 421, "Hydraulic Cement Concrete," when specified. Provide grout with a consistency that will flow into and fill all voids.

Provide filter fabric in accordance with DMS-6200, "Filter Fabric." Provide Type 2 filter fabric for protection stone riprap unless otherwise shown on the plans. Provide Type 2 filter fabric for Type R, F, or Common stone riprap when shown on the plans.

2.3.1. **Type R.** Use stones between 50 and 250 lb. with at least 50% of the stones heavier than 100 lb.

2.3.2. **Type F.** Use stones between 50 and 250 lb. with at least 40% of the stones heavier than 100 lb. Use stones with at least 1 broad flat surface.

2.3.3. **Common.** Use stones between 50 and 250 lb. Use stones that are at least 3 in. in their least dimension. Use stones that are at least twice as wide as they are thick. When shown on the plans or approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken concrete.

2.3.4. **Protection.** Use boulders or quarried rock that meets the gradation requirements of Table 1. Both the width and the thickness of each piece of riprap must be at least 1/3 of the length. When shown on the plans or as approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken

concrete. Determine gradation of the finished, in-place, riprap stone under the direct supervision of the Engineer in accordance with ASTM D5519.

Table 1
In-Place Protection Riprap Gradation Requirements

Size	Maximum Size (lb.)	90% Size[1] (lb.)	50% Size[2] (lb.)	8% Size[3] Minimum (lb.)
12 in.	200	80–180	30–75	3
15 in.	320	170–300	60–165	20
18 in.	530	290–475	105–220	22
21 in.	800	460–720	175–300	25
24 in.	1,000	550–850	200–325	30
30 in.	2,600	1,150–2,250	400–900	40

1. Defined as that size such that 10% of the total riprap stone, by weight, is larger and 90% is smaller.
2. Defined as that size such that 50% of the total riprap stone, by weight, is larger and 50% is smaller.
3. Defined as that size such that 92% of the total riprap stone, by weight, is larger and 8% is smaller.

The Engineer may require in-place verification of the stone size. Determine the in-place size of the riprap stone by taking linear transects along the riprap and measuring the intermediate axis of the stone at select intervals. Place a tape measure along the riprap and determine the intermediate axis size of the stone at 2 ft. intervals. Measure a minimum of 100 stones, either in a single transect or in multiple transects, then follow ASTM D5519 Test Procedure Part B to determine the gradation. Table 2 is a guide for comparing the stone size in inches to the stone weight shown in Table 1.

Table 2
Protection Riprap Stone Size[1]

Size	Dmax (in.)	D90 (in.)	D50 (in.)	D8 (in.)
12 in.	13.76	10.14–13.29	7.31–9.92	3.39
15 in.	16.10	13.04–15.75	9.21–12.91	6.39
18 in.	19.04	15.58–18.36	11.10–14.21	6.59
21 in.	21.85	18.17–21.09	13.16–15.75	6.88
24 in.	23.53	19.28–22.29	13.76–16.18	7.31
30 in.	32.36	24.65–30.84	17.34–22.72	8.05

1. Based on a Specific Gravity of 2.5 and using the following equation for the intermediate axis diameter $D = \{(12*W)/(Gs*62.4*0.85)\}^{1/3}$

   where:
   D = intermediate axis diameter in in.;
   W = weight of stone in lbs.;
   Gs = Specific Gravity of stone.
   Note—If the Specific Gravity of the stone is different than 2.5, then the above equation can be used to determine the appropriate size using the actual Specific Gravity.

If required, provide bedding stone that, in-place, meets the gradation requirements shown in Table 3 or as otherwise shown on the plans. Determine the size distribution in Table 3 in accordance with ASTM D6913.

Table 3
Protection Riprap Bedding Material Gradation Requirements

Sieve Size (Sq. Mesh)	% by Weight Passing
3"	100
1-1/2"	50–80
3/4"	20–60
#4	0–15
#10	0–5

2.4. **Cement-Stabilized Riprap.** Provide aggregate that meets Item 247, "Flexible Base," for the type and grade shown on the plans. Use cement-stabilized riprap with 7% hydraulic cement by dry weight of the aggregate.

2.5. **Special Riprap.** Furnish materials for special riprap according to the plans.

3. CONSTRUCTION

Dress slopes and protected areas to the line and grade shown on the plans before the placement of riprap. Place riprap and toe walls according to details and dimensions shown on the plans or as directed.

3.1. **Concrete Riprap.** Reinforce concrete riprap with 6 × 6 – W2.9 × W2.9 welded wire fabric or with No. 3 or No. 4 reinforcing bars spaced at a maximum of 18 in. in each direction unless otherwise shown. Alternative styles of welded wire fabric that provide at least 0.058 sq. in. of steel per foot in both directions may be used if approved. A combination of welded wire fabric and reinforcing bars may be provided when both are permitted. Provide a minimum 6-in. lap at all splices. Provide horizontal cover of at least 1 in. and no more than 3 in. at the edge of the riprap. Place the first parallel bar no more than 6 in. from the edge of concrete. Use approved supports to hold the reinforcement approximately equidistant from the top and bottom surface of the slab. Adjust reinforcement during concrete placement to maintain correct position.

Sprinkle or sprinkle and consolidate the subgrade before the concrete is placed as directed. All surfaces must be moist when concrete is placed.

Compact and shape the concrete once it has been placed to conform to the dimensions shown on the plans. Finish the surface with a wood float after it has set sufficiently to avoid slumping to secure a smooth surface or broom finish as approved.

Cure the riprap immediately after the finishing operation according to Item 420, "Concrete Substructures."

3.2. **Stone Riprap.** Provide the following types of stone riprap when shown on the plans:

- **Dry Riprap.** Stone riprap with voids filled with only spalls or small stones.
- **Grouted Riprap.** Type R, F, or Common stone riprap with voids grouted after all the stones are in place.
- **Mortared Riprap.** Type F stone riprap laid and mortared as each stone is placed.

Use spalls and small stones lighter than 25 lb. to fill open joints and voids in stone riprap, and place to a tight fit.

Place mortar or grout only when the air temperature is above 35°F. Protect work from rapid drying for at least 3 days after placement.

Place filter fabric with the length running up and down the slope unless otherwise approved. Ensure fabric has a minimum overlap of 2 ft. Secure fabric with nails or pins. Use nails at least 2 in. long with washers or U-shaped pins with legs at least 9 in. long. Space nails or pins at a maximum of 10 ft. in each direction and 5 ft. along the seams. Alternative anchorage and spacing may be used when approved.

3.2.1. **Type R.** Construct riprap as shown in Figure 1 on the *Stone Riprap Standard* and as shown on the plans. Place stones in a single layer with close joints so most of their weight is carried by the earth and not the adjacent stones. Place the upright axis of the stones at an angle of approximately 90° to the embankment slope. Place each course from the bottom of the embankment upward with the larger stones in the lower courses.

Fill open joints between stones with spalls. Place stones to create a uniform finished top surface. Do not exceed a 6-in. variation between the tops of adjacent stones. Replace, embed deeper, or chip away stones that project more than the allowable amount above the finished surface.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require Type R stone riprap to be grouted. Wet the stones thoroughly after they are in place, fill the spaces between the stones with grout, and pack. Sweep the surface of the riprap with a stiff broom after grouting.

3.2.2. **Type F**.

3.2.2.1. **Dry Placement**. Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Set the flat surface on a prepared horizontal earth bed, and overlap the underlying course to secure a lapped surface. Place the large stones first, roughly arranged in close contact. Fill the spaces between the large stones with suitably sized stones placed to leave the surface evenly stepped and conforming to the contour required. Place stone to drain water down the face of the slope.

3.2.2.2. **Grouting**. Construct riprap as shown in Figure 3 on the *Stone Riprap Standard*. Size, shape, and lay large flat-surfaced stones to produce an even surface with minimal voids. Place stones with the flat surface facing upward parallel to the slope. Place the largest stones near the base of the slope. Fill spaces between the larger stones with stones of suitable size, leaving the surface smooth, tight, and conforming to the contour required. Place the stones to create a plane surface with a variation no more than 6 in. in 10 ft. from true plane. Provide the same degree of accuracy for warped and curved surfaces. Prevent earth, sand, or foreign material from filling the spaces between the stones. Wet the stones thoroughly after they are in place, fill the spaces between them with grout, and pack. Sweep the surface with a stiff broom after grouting.

3.2.2.3. **Mortaring**. Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Lap courses as described for dry placement. Wet the stones thoroughly before placing mortar. Bed the larger stones in fresh mortar as they are being place and shove adjacent stones into contact with one another. Spread excess mortar forced out during placement of the stones uniformly over them to fill all voids completely. Point up all joints roughly either with flush joints or shallow, smooth-raked joints as directed.

3.2.3. **Common**. Construct riprap as shown in Figure 4 on the *Stone Riprap Standard*. Place stones on a bed excavated for the base course. Bed the base course of stone well into the ground with the edges in contact. Bed and place each succeeding course in even contact with the preceding course. Use spalls and small stones to fill any open joints and voids in the riprap. Ensure the finished surface presents an even, tight surface, true to the line and grades of the typical sections.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require grouting common stone riprap. Wet the stones thoroughly after they are in place; fill the spaces between them with grout; and pack. Sweep the surface with a stiff broom after grouting.

3.2.4. **Protection**. Construct riprap as shown in Figure 5 on the *Stone Riprap Standard*. Place riprap stone on the slopes within the limits shown on the plans. Place stone for riprap on the filter fabric to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids. Construct the riprap to the lines and grades shown on the plans or staked in the field. A tolerance of +6 in. and −0 in. from the slope line and grades shown on the plans is allowed in the finished surface of the riprap. Place riprap to its full thickness in a single operation. Avoid displacing the filter fabric. Ensure the entire mass of stones in their final position is free from objectionable pockets of small stones and clusters of larger stones. Do not place riprap in layers, and do not place it by dumping it into chutes, dumping it from the top of the slope, pushing it from the top of the slope, or any method likely to cause segregation of the various sizes. Obtain the desired distribution of the various sizes of stones throughout the mass by selective loading of material at the quarry or other source or by other methods of placement that will produce the specified results. Rearrange individual stones by mechanical equipment or by hand if necessary to obtain a reasonably well-graded distribution of stone sizes. Use the bedding thickness shown and place stone for riprap on the bedding material to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids if required on the plans.

3.3. **Pneumatically Placed Concrete Riprap, Class II**. Meet Item 431, "Pneumatically Placed Concrete." Provide reinforcement following the details on the plans and Item 440, "Reinforcement for Concrete." Support reinforcement with approved supports throughout placement of concrete.

Give the surface a wood-float finish or a gun finish as directed. Cure the riprap with membrane-curing compound immediately after the finishing operation in accordance with Item 420, "Concrete Substructures."

3.4. **Cement-Stabilized Riprap.** Follow the requirements of the plans and the provisions for concrete riprap except when reinforcement is not required. The Engineer will approve the design and mixing of the cement-stabilized riprap.

3.5. **Special Riprap.** Construct special riprap according to the plans.

4. MEASUREMENT

This Item will be measured by the cubic yard of material complete in place. Volume will be computed on the basis of the measured area in place and the thickness and toe wall width shown on the plans.

If required on the plans, the pay quantity of the bedding material for stone riprap for protection to be paid for will be measured by the cubic yard as computed from the measured area in place and the bedding thickness shown on the plans.

5. 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 "Riprap" of the type, thickness, and void-filling technique (Dry, Grout, Mortar) specified, as applicable. This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, expansion joint material, concrete and reinforcing steel, grout and mortar, scales, test weights, equipment, labor, tools, and incidentals.

Payment for excavation of toe wall trenches, for all necessary excavation below natural ground or bottom of excavated channel, and for shaping of slopes for riprap will be included in the unit price bid per cubic yard of riprap.

When bedding is required for protection stone riprap, payment will be made at the unit price for "Bedding Material" of the thickness specified. This price is full compensation for furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Item 440

Reinforcement for Concrete

1. DESCRIPTION

Furnish and place reinforcement of the type, size, and details shown on the plans.

2. MATERIALS

Use deformed steel bar reinforcement unless otherwise specified or allowed.

2.1. **Approved Mills.** Before furnishing steel, producing mills of reinforcing steel for the Department must be pre-approved in accordance with DMS-7320, "Qualification Procedure for Reinforcing Steel Producing Mills," by the Construction Division. The Department's MPL has a list of approved producing mills. Reinforcing steel obtained from unapproved sources will not be accepted.

Contact the Construction Division with the name and location of the producing mill for stainless reinforcing steel, low carbon/chromium reinforcing steel, or dual-coated reinforcing steel at least 4 weeks before ordering any material.

2.2. **Deformed Steel Bar Reinforcement.** Provide deformed reinforcing steel conforming to one of the following:

- ASTM A615, Grades 60, 75, or 80;
- ASTM A996, Type A, Grade 60;
- ASTM A996, Type R, Grade 60, permitted in concrete pavement only (Furnish ASTM A996, Type R bars as straight bars only and do not bend them. Bend tests are not required.); or
- ASTM A706, Grades 60 or 80.

Provide the grade of reinforcing steel shown on the plans. Provide Grade 60 if no grade is shown.

The nominal size, area, and weight of reinforcing steel bars this Item covers are shown in Table 1.

Table 1
Size, Area, and Weight of Reinforcing Steel Bars

Bar Size Number	Diameter (in.)	Area (sq. in.)	Weight per Foot (lbs.)
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.650
18	2.257	4.00	13.60

2.3. **Smooth Steel Bar Reinforcement.** Provide smooth bars for concrete pavement with a yield strength of at least 60 ksi and meeting ASTM A615. Provide steel conforming to ASTM A615 or meet the physical requirements of ASTM A36 for smooth bars that are larger than No. 3. Designate smooth bars by size number up to No. 4 and by diameter in inches above No. 4.

2.4. **Spiral Reinforcement.** Provide bars or wire for spiral reinforcement of the grade and minimum size or gauge shown on the plans.

Provide smooth or deformed wire conforming to ASTM A1064. Provide bars conforming to ASTM A615; ASTM A996, Type A; or ASTM A675, Grade 80, meeting dimensional requirements of ASTM A615.

2.5. **Weldable Reinforcing Steel.** Provide reinforcing steel conforming to ASTM A706 or with a maximum carbon equivalent (C.E.) of 0.55% if welding of reinforcing steel is required or desired. Provide a report showing the percentages of elements necessary to establish C.E. for reinforcing steel that does not meet ASTM A706, in order to be structurally welded. These requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Section 448.4.2.1.1., "Miscellaneous Welding Applications."

Calculate C.E. using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

Do not weld stainless reinforcing steel without permission from the Engineer. Provide stainless reinforcing steel suitable for welding, if required, and submit welding procedures and electrodes to the Engineer for approval.

2.6. **Welded Wire Reinforcement**. Provide welded wire reinforcement (WWR) conforming to ASTM A1064. Observe the relations shown in Table 2 among size number, diameter in inches, and area when ordering wire by size numbers, unless otherwise specified. Precede the size number for deformed wire with "D" and for smooth wire with "W."

Designate WWR as shown in the following example: 6 × 12 – W16 × W8 (indicating 6-in. longitudinal wire spacing and 12-in. transverse wire spacing with smooth No. 16 wire longitudinally and smooth No. 8 wire transversely).

Table 2
Wire Size Number, Diameter, and Area

Size Number (in.)	Diameter (in.)	Area (sq. in.)
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
2.9	0.192	0.035
2.5	0.178	0.025
2	0.160	0.020
1.4	0.134	0.014
1.2	0.124	0.012
0.5	0.080	0.005

Note—Size numbers (in.) are the nominal cross-sectional area of the wire in hundredths of a square inch. Fractional sizes between the sizes listed above are also available and acceptable for use.

2.7. **Epoxy Coating**. Provide epoxy coated reinforcing steel as shown on the plans. Before furnishing epoxy coated reinforcing steel, an epoxy applicator must be pre-approved in accordance with DMS-7330, "Qualification Procedure for Reinforcing Steel Epoxy Coating Applicators." The Department's MPL has a list of approved applicators.

Furnish coated reinforcing steel meeting the requirements in Table 3.

Table 3
Epoxy Coating Requirements for Reinforcing Steel

Material	Specification
Bar	ASTM A775 or A934
Wire or WWR	ASTM A884 Class A or B
Mechanical couplers	As shown on the plans
Hardware	As shown on the plans

Use epoxy coating material and coating repair material that complies with DMS-8130, "Epoxy Powder Coating for Reinforcing Steel." Patch no more than 1/4-in. total length in any foot at the applicator's plant.

Maintain identification of all reinforcing steel throughout the coating and fabrication process and until delivery to the project site.

Furnish 1 copy of a written certification verifying the coated reinforcing steel meets the requirements of this Item and 1 copy of the manufacturer's control tests.

2.8. **Mechanical Couplers**. Use couplers of the type specified in DMS-4510, "Mechanical Couplers for Reinforcing Steel," Article 4510.5.A, "General Requirements," when mechanical splices in reinforcing steel bars are shown on the plans.

Furnish only couplers pre-qualified in accordance with DMS-4510, "Mechanical Couplers for Reinforcing Steel." Ensure sleeve-wedge type couplers are not used on coated reinforcing. Sample and test couplers for use on individual projects in accordance with DMS-4510, "Mechanical Couplers for Reinforcing Steel." Furnish couplers only at locations shown on the plans.

Furnish couplers for stainless reinforcing steel with the same alloy designation as the reinforcing steel.

2.9. **Fibers.** Supply fibers conforming to DMS-4550 "Fibers for Concrete" at the minimum dosage listed in the Department's MPL, when allowed by the plans. Use non-metallic fibers when shown on the plans.

2.10. **Stainless Reinforcing Steel.** Provide deformed steel bars of the types listed in Table 4 and conforming to ASTM A955, Grade 60 or higher when stainless reinforcing steel is required on the plans.

Table 4
Acceptable Types of Deformed Stainless Steel Bar

UNS Designation	S31653	S31803	S24100	S32304
AISI Type	316LN	2205	XM-28	2304

2.11. **Low Carbon/Chromium Reinforcing Steel.** Provide deformed steel bars conforming to ASTM A1035, Grade 100 when low carbon/chromium reinforcing steel is required on the plans.

2.12. **Dual-Coated Reinforcing Steel.** Provide deformed bars conforming to ASTM A1055, Grade 60 or higher when dual-coated reinforcing steel is required on the plans.

2.13. **Glass Fiber Reinforced Polymer Bars (GFRP).** Provide bars conforming to the AASHTO LRFD *Bridge Design Guide Specifications for GFRP-Reinforced Concrete Bridge Decks and Traffic Railings*, Section 4, "Material Specifications" when GFRP bars are required on the plans. Provide sample certification demonstrating the GFRP bar supplier has produced bar that meets the Material Specifications 2 mo. before fabrication. Furnish certification upon shipment that the GFRP bar supplied meets the Material Specifications.

3. CONSTRUCTION

3.1. **Bending.** Fabricate reinforcing steel bars as prescribed in the CRSI *Manual of Standard Practice* to the shapes and dimensions shown on the plans. Fabricate in the shop if possible. Field-fabricate, if permitted, using a method approved by the Engineer. Replace improperly fabricated, damaged, or broken bars at no additional expense to the Department. Repair damaged or broken bars embedded in a previous concrete placement using a method approved by the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), must be as shown in Table 5.

Table 5
Minimum Inside Diameter of Bar Bends

Bend	Bar Size Number (in.)	Pin Diameter
Bends of 90° and greater in stirrups, ties, and other secondary bars that enclose another bar in the bend	3, 4, 5	4d
	6, 7, 8	6d
Bends in main bars and in secondary bars not covered above	3 through 8	6d
	9, 10, 11	8d
	14, 18	10d

Bend-test representative specimens as described for smaller bars in the applicable ASTM specification where bending No. 14 or No. 18 Grade 60 bars is required. Make the required 90° bend around a pin with a diameter of 10 times the nominal diameter of the bar.

Bend stainless reinforcing steel in accordance with ASTM A955.

3.2. **Tolerances.** Fabrication tolerances for bars are shown in Figure 1.

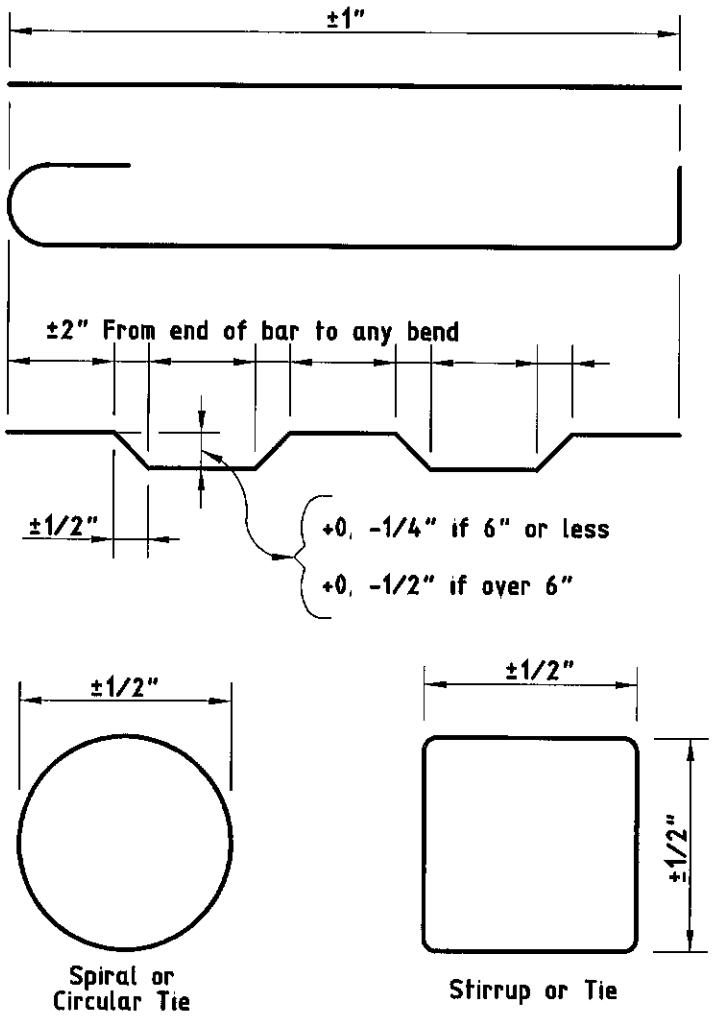

Figure 1
Fabrication Tolerances for Bars

3.3. **Storage.** Store reinforcement above the ground on platforms, skids, or other supports, and protect it from damage and deterioration. Ensure reinforcement is free from dirt, paint, grease, oil, and other foreign materials when it is placed in the work. Use reinforcement free from defects such as cracks and delaminations. Rust, surface seams, surface irregularities, or mill scale will not be cause for rejection if the minimum cross-sectional area of a hand wire-brushed specimen meets the requirements for the size of steel specified.

Do not allow stainless reinforcing steel to be in direct contact with uncoated reinforcing steel, nor with galvanized reinforcing steel. This does not apply to stainless steel wires and ties. Store stainless reinforcing steel separately, off the ground on wooden supports.

3.4. **Splices.** Lap-splice, weld-splice, or mechanically splice bars as shown on the plans. Additional splices not shown on the plans will require approval. Splices not shown on the plans will be permitted in slabs no more than 15 in. in thickness, columns, walls, and parapets.

- Do not splice bars less than 30 ft. in plan length unless otherwise approved. For bars exceeding 30 ft. in plan length, the distance center-to-center of splices must be at least 30 ft. minus 1 splice length, with no more than 1 individual bar length less than 10 ft. Make lap splices not shown on the plans, but otherwise

permitted, in accordance with Table 6. Maintain the specified concrete cover and spacing at splices, and place the lap-spliced bars in contact, securely tied together.

Table 6
Minimum Lap Requirements for Steel Bar Sizes through No. 11

Bar Size Number (in.)	Uncoated Lap Length	Coated Lap Length
3	1 ft. 4 in.	2 ft. 0 in.
4	1 ft. 9 in.	2 ft. 8 in.
5	2 ft. 2 in.	3 ft. 3 in.
6	2 ft. 7 in.	3 ft. 11 in.
7	3 ft. 5 in.	5 ft. 2 in.
8	4 ft. 6 in.	6 ft. 9 in.
9	5 ft. 8 in.	8 ft. 6 in.
10	7 ft. 3 in.	10 ft. 11 in.
11	8 ft. 11 in.	13 ft. 5 in.

- Do not lap No. 14 or No. 18 bars.
- Lap spiral steel at least 1 turn.
- Splice WWR using a lap length that includes the overlap of at least 2 cross wires plus 2 in. on each sheet or roll. Splices using bars that develop equivalent strength and are lapped in accordance with Table 6 are permitted.
- Lap the existing longitudinal bars with the new bars as shown in Table 6 for box culvert extensions with less than 1 ft. of fill. Lap at least 1 ft. 0 in. for extensions with more than 1 ft. of fill.
- Ensure welded splices conform to the requirements of the plans and of Item 448, "Structural Field Welding." Field-prepare ends of reinforcing bars if they will be butt-welded. Delivered bars must be long enough to permit weld preparation.
- Install mechanical coupling devices in accordance with the manufacturer's recommendations at locations shown on the plans. Protect threaded male or female connections, and ensure the threaded connections are clean when making the connection. Do not repair damaged threads.
- Mechanical coupler alternate equivalent strength arrangements, to be accomplished by substituting larger bar sizes or more bars, will be considered if approved in writing before fabrication of the systems.

3.5. **Placing**. Place reinforcement as near as possible to the position shown on the plans. Do not vary bars from plan placement by more than 1/12 of the spacing between bars in the plane of the bar parallel to the nearest surface of concrete. Do not vary bars from plan placement by more than 1/4 in in the plane of the bar perpendicular to the nearest surface of concrete. Provide a minimum 1-in. clear cover of concrete to the nearest surface of bar unless otherwise shown on the plans.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement is −0, +1/2 in.

Locate the reinforcement accurately in the forms, and hold it firmly in place before and during concrete placement by means of bar supports that are adequate in strength and number to prevent displacement and keep the reinforcement at the proper distance from the forms. Provide bar supports in accordance with the CRSI *Manual of Standard Practice*. Use Class 1 supports, approved plastic bar supports, precast mortar, or concrete blocks when supports are in contact with removable or stay-in-place forms. Use Class 3 supports in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade must be approved.

Use Class 1A supports with epoxy coated reinforcing steel. Provide epoxy or plastic coated tie wires and clips for use with epoxy coated reinforcing steel.

Use mortar or concrete with a minimum compressive strength of 5,000 psi for precast bar supports. Provide a suitable tie wire in each block for anchoring to the bar.

Place individual bar supports in rows at 4-ft. maximum spacing in each direction. Place continuous type bar supports at 4-ft. maximum spacing. Use continuous bar supports with permanent metal deck forms.

The exposure of the ends of longitudinals, stirrups, and spacers used to position the reinforcement in concrete pipe and storm drains is not cause for rejection.

Tie reinforcement for bridge slabs and top slabs of direct traffic culverts at all intersections, except tie only alternate intersections where spacing is less than 1 ft. in each direction. Tie the bars at enough intersections to provide a rigid cage of reinforcement for reinforcement cages for other structural members. Fasten mats of WWR securely at the ends and edges.

Clean mortar, mud, dirt, debris, oil, and other foreign material from the reinforcement before concrete placement. Do not place concrete until authorized.

Stop placement until corrective measures are taken if reinforcement is not adequately supported or tied to resist settlement, reinforcement is floating upward, truss bars are overturning, or movement is detected in any direction during concrete placement.

3.6. **Handling, Placing, and Repairing Epoxy Coated Reinforcing Steel.**

3.6.1. **Handling.** Provide systems for handling coated reinforcing steel with padded contact areas. Pad bundling bands or use suitable banding to prevent damage to the coating. Lift bundles of coated reinforcement with a strongback, spreader bar, multiple supports, or a platform bridge. Transport the bundled reinforcement carefully, and store it on protective cribbing. Do not drop or drag the coated reinforcement.

3.6.2. **Placing.** Do not flame-cut coated reinforcement. Saw or shear-cut only when approved. Coat cut ends as specified in Section 440.3.6.3., "Repairing Coating."

Do not weld or mechanically couple coated reinforcing steel except where specifically shown on the plans. Remove the epoxy coating at least 6 in. beyond the weld limits before welding and 2 in. beyond the limits of the coupler before assembly. Clean the steel of oil, grease, moisture, dirt, welding contamination (slag or acid residue), and rust to a near-white finish after welding or coupling. Check the existing epoxy for damage. Remove any damaged or loose epoxy back to sound epoxy coating.

Coat the splice area after cleaning with epoxy repair material to a thickness of 7 to 17 mils after curing. Apply a second application of repair material to the bar and coupler interface to ensure complete sealing of the joint.

3.6.3. **Repairing Coating.** Use material that complies with the requirements of this Item and ASTM D3963 for repairing of the coating. Make repairs in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Apply at least the same coating thickness as required for the original coating for areas to be patched. Repair all visible damage to the coating.

Repair sawed and sheared ends, cuts, breaks, and other damage promptly before additional oxidation occurs. Clean areas to be repaired to ensure they are free from surface contaminants. Make repairs in the shop or field as required.

3.7. **Handling and Placing Stainless Reinforcing Steel.** Handle, cut, and place stainless reinforcing steel bar using tools that are not used on carbon steel. Do not use carbon steel tools, chains, slings, etc. when handling stainless steel. Use only nylon or polypropylene slings. Cut stainless steel reinforcing using shears, saws, abrasive cutoff wheels, or torches. Remove any thermal oxidation using pickling paste. Do not field bend stainless steel reinforcing without approval.

Use 16 gauge fully annealed stainless steel tie wire conforming to the material properties listed in Section 440.2.10., "Stainless Reinforcing Steel." Support all stainless reinforcing steel on solid plastic, stainless steel, or epoxy coated steel chairs. Do not use uncoated carbon steel chairs in contact with stainless reinforcing steel.

3.8. **Bending, Handling, Repairing, and Placing GFRP Bars**. Fabricate, handle, repair, and place GFRP bars in accordance with the AASHTO LRFD Bridge Design Guide Specifications for GFRP-Reinforced Concrete Bridge Decks and Traffic Railings, Section 5, Construction Specifications.

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

Item 462

Concrete Box Culverts and Drains

1. DESCRIPTION

Furnish, construct, and install concrete box culverts and drains.

2. MATERIALS

2.1. **General.** Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 464, "Reinforced Concrete Pipe."

Provide cast-in-place or precast, formed or machine-made, box culverts, and drains. Use Class S concrete for top slabs of cast-in-place concrete culverts for culverts with overlay, a 1- to 2-course surface treatment or a top slab that is the final riding surface unless otherwise shown on the plans. Use Class C concrete for the rest of the culvert and for all other cast-in-place boxes. Culverts with fill do not require Class S concrete.

Furnish material for machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.2. **Fabrication.**

2.2.1. **Cast-in-Place.** Meet Item 420, "Concrete Substructures" and Item 422, "Concrete Superstructures."

2.2.2. **Formed Precast.** Meet Item 424, "Precast Concrete Structural Members (Fabrication)."

2.2.3. **Machine-Made Precast.** Machine-made precast box culvert fabrication plants must be approved in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification." The Department's MPL shows approved machine-made precast box culvert plants. Fabricate machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3. **Testing.**

2.3.1. **Cast-in-Place.** Provide test specimens that meet Item 421, "Hydraulic Cement Concrete."

2.3.2. **Formed Precast.** Make, cure, and test compressive test specimens in accordance with Tex-704-I.

2.3.3. **Machine-Made Precast.** Make, cure, and test compressive test specimens in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3.4. **Testing Equipment.** The producer must furnish all equipment required for testing concrete for boxes produced in a precasting plant.

2.4. **Lifting Holes.** Provide no more than 4 lifting holes in each section for precast boxes. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate

lifting devices based on the size and weight of the box section. Use lifting holes no larger than 3 in. in diameter. Cut no more than 5 in. in any direction of reinforcement per layer for lifting holes.

2.5. **Marking**. Mark precast boxes with the following:

- name or trademark of fabricator and plant location;
- ASTM designation;
- date of manufacture;
- box size;
- minimum and maximum fill heights;
- designated fabricator's approval stamp;
- boxes to be used for jacking and boring (when applicable);
- designation "SR" for boxes meeting sulfate-resistant concrete plan requirements (when applicable); and
- match-marks for proper installation, when required under Section 462.2.6., "Tolerances."

Mark 1 end of each box section, for boxes without lifting holes, on the inside and outside walls to indicate the top or bottom as it will be installed.

Indent markings into the box section or paint them on each box with waterproof paint.

2.6. **Tolerances**. Ensure precast sections meet the permissible variations listed in ASTM C1577 and that the sides of a section at each end do not vary from being perpendicular to the top and bottom by more than 1/2 in. when measured diagonally between opposite interior corners.

Ensure wall and slab thicknesses are not less than shown on the plans except for occasional deficiencies not greater than 3/16 in. or 5%, whichever is greater. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or jobsite and the joint opening at any point does not exceed 1 in. Use match-marks for proper installation on sections that have been accepted in this manner.

2.6.1. **Boxes for Jacking Operations**. Use boxes for jacking operations as defined in Item 476, "Jacking, Boring, or Tunneling Pipe or Box," meeting the following additional requirements:

- The box ends must be square such that no point deviates more than 3/8 in. from a plane placed on the end of the box that is perpendicular to the box sides, and
- The slab and wall thicknesses must not be less than specified on the plans and must not exceed the specified thickness by more than 1/2 in.

2.7. **Defects and Repair**. Fine cracks on the surface of the member that do not extend to the plane of the nearest reinforcement are acceptable unless the cracks are numerous and extensive. Repair cracks that extend into the plane of the reinforcing steel in an approved manner. Excessive damage, honeycomb, or cracking will be subject to structural review. The Engineer may accept boxes with repairs that are sound, properly finished, and cured in conformance with pertinent specifications. Discontinue further production of precast sections when fine cracks on the surface indicate poor curing practices until corrections are made and proper curing is provided.

Repair machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.8. **Storage and Shipment**. Store precast sections on a level surface. Do not place any load on the sections until design strength is reached and curing is complete. Shipment of sections is permissible when the design strength and curing requirements have been met.

Store and ship machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

3. CONSTRUCTION

3.1. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are shown on the plans or permitted. Jack, bore, or tunnel in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted for all box structures where joints consist of materials other than mortar. Take precautions in placing and compacting the backfill to avoid any movement of the boxes or damage to the joints. Remove and replace boxes damaged by the Contractor at no expense to the Department.

3.2. **Placement of Boxes.** Place the box sections in conformance with the plans or as directed when precast boxes are used to form multiple barrel structures. Place material to be used between barrels as shown on the plans or as directed. Start the laying of boxes on the bedding at the outlet end and proceed toward the inlet end with the abutting sections properly matched unless otherwise authorized. Fit, match, and lay the boxes to form a smooth, uniform conduit true to the established lines and grades. Lower the box sections into the trench, for trench installations, without damaging the box or disturbing the bedding and the sides of the trench. Carefully clean the ends of the box before it is placed. Prevent the earth or bedding material from entering the box as it is laid. Remove and re-lay, without extra compensation, boxes that are not in alignment or show excessive settlement after laying. Form and place cast-in-place boxes in accordance with Item 420, "Concrete Substructures."

3.3. **Jointing.** Use any of the jointing materials in accordance with the joint requirements specified in Item 464, "Reinforced Concrete Pipe," unless otherwise shown on the plans. Box joints for rubber gasketed material may be substituted for tongue and groove joints, provided they meet the requirements of ASTM C1677 for design of the joints and permissible variations in dimensions.

3.4. **Connections and Stub Ends.** Make connections of boxes to existing boxes, pipes, drains, or drain appurtenances as shown on the plans. Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Connect boxes to any required headwalls, wingwalls, safety end treatments or riprap, or other structures as shown on the plans or as directed. Repair any damage to the existing structure resulting from making the connections. Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the box.

Fill lifting holes with mortar or concrete and cure for precast boxes. Precast concrete or mortar plugs may be used.

3.5. **Extending.** Break back and extend existing culverts in accordance with Section 420.4.8 "Extending Existing Substructures," and Section 422.4.5 "Extending Existing Slabs," as applicable.

4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the culvert or drain along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Measurement of spurs, branches, or new connection box section will be made from the intersection of the flow line with the outside surface of the structure into which it connects. Where inlets, headwalls, wingwalls, catch basins, manholes, junction chambers, or other structures are included in lines of culverts or drains, the length of box section tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

The measured length of multiple barrel structures will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. 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 "Concrete Box Culvert" of the size specified. This price is full compensation for constructing, furnishing, and transporting sections; preparation and shaping of the bed; backfill material between box sections; jointing of sections; jointing material; cutting of sections on skew or slope; connections to new or existing structures; breaking back, removing and disposing of portions of the existing structure and replacing portions of the existing structure as required to make connections; concrete and reinforcing steel; and equipment, labor, materials, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring, or tunneling is required, payment will be made under Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

Item 466
Headwalls and Wingwalls

1. DESCRIPTION

Furnish, construct, and install concrete headwalls and wingwalls for drainage structures and underpasses.

2. MATERIALS

2.1. **General.** Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete," and
- Item 440, "Reinforcement for Concrete."

Use Class C concrete for cast-in-place and precast concrete units unless otherwise shown on the plans. Furnish cast-in-place or precast headwalls and wingwalls unless otherwise shown on the plans.

2.2. **Fabrication.**

2.2.1. **General.** Fabricate cast-in-place concrete units and precast units in accordance with Item 420 "Concrete Substructures." Use the following definitions for headwalls and wingwalls:

- "Headwalls" refers to all walls, including wings, at the ends of single-barrel and multiple-barrel pipe culvert structures.
- "Wingwalls" refers to all walls at the ends of single-barrel or multiple-barrel box culvert structures.

2.2.2. **Lifting Holes.** Provide no more than 4 lifting holes in each section for precast units. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Cut no more than 1 longitudinal wire or 2 circumferential wires per layer of reinforcing steel when locating lift holes. Repair spalled areas around lifting holes.

2.2.3. **Marking.** Clearly mark each precast unit before shipment from the casting or fabrication yard with the following:

- the date of manufacture,
- the name or trademark of the manufacturer, and
- the type and size designation.

2.2.4. **Storage and Shipment.** Store precast units on a level surface. Do not place any loads on precast concrete units until design strength is reached. Do not ship units until design strength requirements have been met.

2.2.5. **Causes for Rejection.** Precast units may be rejected for not meeting any one of the specification requirements. Individual units may also be rejected for fractures or cracks passing through the wall or surface defects indicating honeycombed or open texture surfaces. Remove rejected units from the project, and replace them with acceptable units meeting the requirements of this Item.

2.2.6. **Defects and Repairs.** Occasional imperfections in manufacture or accidental damage sustained during handling may be repaired. The repaired units will be acceptable if they conform to the requirements of this Item and the repairs are sound, properly finished, and cured in conformance with pertinent specifications.

3. CONSTRUCTION

3.1. **General**. Remove portions of existing structures and drill, dowel, and grout in accordance with Item 420, "Concrete Substructures."

3.2. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." Take special precautions in placing and compacting the backfill to avoid any movement or damage to the units. Bed precast units on foundations of firm and stable material accurately shaped to conform to the bases of the units.

3.3. **Placement of Precast Units**. Provide adequate means to lift and place the precast units. Fill lifting holes with mortar or concrete and cure. Precast concrete or mortar plugs may be used.

3.4. **Connections**. Make connections to new or existing structures in accordance with the details shown on the plans. Furnish jointing material in accordance with Item 464, "Reinforced Concrete Pipe," or as shown on the plans.

Remove a length of the existing pipe from the headwall to the joint when removing existing headwalls as shown on the plans or as approved. Re-lay the removed pipe if approved, or furnish and lay a length of new pipe.

4. MEASUREMENT

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Headwalls**. Headwalls will be measured by each end of a structure.

4.2. **Wingwalls**. Wingwalls will be measured by one of the following methods:

4.2.1. **Square Foot**. Wingwalls will be measured by the square foot of the front surface area of the wall of each type. The area will be measured from the top of the footing or apron to the top of the wall unless otherwise shown on the plans. If there is no footing or apron, then measurement is from the bottom of the wall.

4.2.2. **Each**. Wingwalls will be measured by each end of a structure.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the price bid for "Headwalls" of the type and pipe size (diameter or design) specified, "Wingwalls" of the type specified when measurement is by the square foot, or "Wingwalls" of the type and wall height specified when measurement is by each. For payment purposes, the wingwall height will be rounded to the nearest foot. All wingwalls and headwalls of the same type will be paid for equally when skew does not affect the type. This price is full compensation for constructing, furnishing, transporting, and installing the headwalls or wingwalls; connecting to existing structure; breaking back, removing and disposing of portions of the existing structure, and replacing portions of the existing structure as required to make connections; excavation and backfill; and concrete, reinforcing steel, corrugated metal pipe or reinforced concrete pipe, equipment, labor, tools, and incidentals.

Apron concrete or riprap between or around the wingwalls of single- or multiple-barrel box culvert structures will be measured and paid for in accordance with Item 432, "Riprap."

The removal and re-laying of existing pipe or the furnishing of new pipe to replace existing pipe will not be paid for directly but will be considered subsidiary to this Item.

Item 496
Removing Structures

1. DESCRIPTION

Remove and either dispose of or salvage structures.

2. CONSTRUCTION

2.1. **Demolition Plans.** Follow the demolition sequence shown on the plans for bridge structures to be removed, or submit a demolition plan if indicated on the plans. Include in the required demolition plan the type and location of equipment to be used, the method and sequence of removal of the structural elements, and a narrative indicating the stability of the partially demolished structure is maintained throughout the demolition process. Have these plans signed and sealed by a licensed professional engineer when demolished structure intersects active roadways and as otherwise shown on the plans. Submit required demolition plans at least 14 days before starting work unless otherwise directed. Department approval of these plans is not required, but the Department reserves the right to request modifications to the plans when work could affect the safety of the traveling public and when around other transportation facilities to remain in place. Notify the Department 30 days before starting any bridge demolition work to allow for required notifications to other agencies.

2.2. **Removal.**

2.2.1. **Pipes.** Avoid damaging appurtenances determined by the Engineer to be salvageable.

2.2.2. **Concrete, Brick, or Stone Structures.** Portions of structures that will not interfere with the proposed construction may remain in place 2 ft. or more below the permanent ground line. Square off remaining structures and cut reinforcement flush with the surface of the concrete.

2.2.3. **Steel Structures.** Dismantle steel to be retained by the Department or re-erected by cold-cutting fastener heads and punching or drilling the remaining portion of the fastener, air-arc gouging welded connections, and flame-cutting beams along a straight line. The Engineer may approve other methods of cutting. Cut beams at the locations shown on the plans. Match-mark steel to be re-erected with paint in accordance with the erection drawings. Remove steel piles or cut off 2 ft. or more below the permanent ground line.

2.2.4. **Timber Structures.** Remove all fasteners from timber determined by the engineer to be salvageable. Remove timber piles or cut off 2 ft. or more below the permanent ground line.

2.3. **Salvage.** Avoid damage to materials shown on the plans to be salvaged. Deliver materials to be retained by the Department to the location shown on the plans. Block up salvaged steel materials off the ground.

2.4. **Disposal.** Material removed that is not deemed to be salvageable is the property of the Contractor. Dispose of removed material off the right of way in accordance with federal, state, and local regulations.

2.5. **Backfill.** Backfill excavation and voids to the original ground line if resulting from the removal of structures. Place backfill that will support any portion of the roadbed or embankment to the same requirements for placing embankment. Backfill other areas in 10 in. layers, loose measurement, and compact to the density of adjacent undisturbed material.

3. MEASUREMENT

This Item will be measured by each structure or by the foot.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Structures" of the type of structure specified. This price is full compensation for demolition plan preparation, loading, hauling, disposal, stockpiling, removal of appurtenances, excavation and backfill, equipment, labor, tools, and incidentals.

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hrs. a day, 7 days a week unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance,
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less,
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount,
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 months after final acceptance.

For Contracts with callout or emergency work, "Mobilization," will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance,
- Mobilization for callout work will be paid for each callout work request, and
- Mobilization for emergency work will be paid for each emergency work request.

Item 502

Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling.** Except for Contracts with callout work and work orders, 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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1.1. **Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.1.2. **Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

4.1.4. **Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.1.5. **Balance Due.** The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders.** The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost,"
- Item 432, "Riprap," and
- Item 556, "Pipe Underdrains."

2.1. **Rock Filter Dams.**

2.1.1. **Aggregate.** Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains.** Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits.** Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit.** Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence.**

2.7.1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.7.2. **Fence.** Provide orange construction fencing as approved.

2.7.3. **Fence Wire.** Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on

how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities.** Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training.** All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed by the Department.

4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement**. Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General.**

4.3.1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work.** Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

4.4.1.1. **Type 1 (Non-Reinforced).**

- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced).**

- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced).**

- **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5.** Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

4.4.3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits.** Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term.** Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term**.

4.4.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn

vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal.** Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits.** Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control.**

5.5.1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement.**

5.5.2.1. **In Place.**

5.5.2.1.1. **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence.** Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.1.1. **Installation.** Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal.** Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control.**

6.5.1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.6. **Construction Perimeter Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Item 550
Chain Link Fence

1. DESCRIPTION

Furnish, install, remove, repair, or replace chain link fence and gates.

2. MATERIALS

Furnish certification from the chain link fence materials manufacturer stating that all fencing materials comply with the requirements of this Item before installation of the fence. Use only new materials.

2.1. **General.** Furnish materials in accordance with the following:

- Item 421, "Hydraulic Cement Concrete," Class B
- Item 445, "Galvanizing"

2.2. **Wire Fabric.** Provide wire fabric with:

- 9 gauge (0.148 in. diameter) steel wire with a minimum breaking strength of 1,290 lb. meeting ASTM A392 Class I or ASTM A491;
- mesh size of 2 in. ±1/8 in. between parallel wires with at least 7 meshes in a vertical dimension of 23 in. along the diagonals of the openings; and
- knuckled selvages at the top and bottom edge of the fabric, unless otherwise shown on the plans.

2.3. **Posts.** Provide posts of the size and weight shown on the plans. Do not provide rerolled or open-seam posts. Use material for all posts meeting ASTM F1043 Group 1A Regular Grade or Group 1C High Strength.

2.4. **Post Caps.** Provide malleable iron post caps designed to exclude all moisture. Furnish barbed wire support arms integral with the post caps if barbed wire is shown on the plans. Furnish post caps with an opening for the top rail if top rail is shown on the plans. Post caps must have a 2-in. skirt.

2.5. **Gates.** Provide gates fabricated from round sections of pipe of the size and weight shown on the plans. Use material for all gate pipes meeting ASTM F1043 Group 1A Regular Grade or Group 1C High Strength. For each gate, include:

- corner and tee fittings of malleable iron or pressed steel with means for attaching diagonal bracing members;
- hinges of malleable iron allowing a full 180° swing, easily operated by one person;
- ball-and-socket-type bottom hinges that do not twist or turn from the action of the gate and prevent the closed gate from being lifted off the hinges;
- a positive stop that prevents any portion of the gate from swinging over an adjacent traffic lane;
- malleable iron pulley systems for roll type gate (only when required);
- diagonal braces consisting of 3/8-in. diameter cable with turnbuckles, 2 to each gate frame, and, for vehicle gates, a vertical pipe brace of the size and weight shown on the plans at the center of each gate leaf;
- latches of malleable iron or steel for single gates with a single-fork latch and padlock eye that will keep the gate closed;
- 2 fork latches mounted on a center plunger rod with a padlock eye for double-leaf gates;
- holdbacks for each leaf of vehicular gates, with a semi-automatic holdback catch anchored at least 12 in. into a 12-in. diameter by 24-in. deep concrete footing; and

- a malleable iron center rest, designed to receive the plunger rod anchored as shown on the plans for all double-leaf gates.

2.6. **Top Rail.** Use material meeting ASTM F1043 Group 1A or 1C for all top rail pipes. Provide 1.660 in. OD top rail manufactured from Group 1A standard weight (Schedule 40) steel pipe weighing 2.27 lb. per foot or from Group 1C high-strength pipe weighing 1.84 lb. per foot when shown on the plans. Provide pipe in sections at least 18 ft. long joined with outside steel sleeve couplings at least 6 in. long with a minimum wall thickness of 0.70 in. Use couplings designed to allow for expansion of the top rail.

2.7. **Tension Wire.** Use 7 gauge (0.177-in.) carbon steel wire with a minimum breaking strength of 1,950 lb. for the bottom edge of all fence fabric, and for the top edge of fence fabric when a top rail is not specified.

2.8. **Truss Bracing.** Provide truss bracing as shown on the plans.

2.9. **Cables.** Provide 7-wire strand cables manufactured of galvanized annealed steel at least 3/8 in. in diameter.

2.10. **Barbed Wire.** Provide 3 strands of twisted 12.5 gauge barbed wire with 2-point, 14 gauge barbs spaced approximately 5 in. apart conforming to ASTM A121 or ASTM A585 when specified on the plans.

2.11. **Barbed Wire Support Arms.** Provide support arms at an angle of 45° from vertical, with clips for attaching 3 strands of barbed wire to each support arm and sufficient strength to support a 200-lb. weight applied at the outer strand when barbed wire is specified on the plans.

2.12. **Stretcher Bars.** Provide stretcher bars made of flat steel at least 3/16 × 3/4 in. and not more than 2 in. shorter than the fabric height. Provide one stretcher bar for each gate and end post and 2 stretcher bars for each corner and pull post.

2.13. **Grounds.** Provide copper-clad steel rods 8 ft. long with a minimum diameter of 5/8 in., or other UL-listed ground rods.

2.14. **Miscellaneous Fittings and Fasteners.** Furnish enough fittings and fasteners to erect all fencing materials in a proper manner. Furnish fittings for posts from pressed or rolled steel, forged steel, malleable iron or wrought iron of good commercial quality spaced as shown on the plans.

2.15. **Coatings.** Hot-dip galvanize all materials unless specified otherwise in this Item or on the plans. Fabric, tension wire, and barbed wire may be aluminum-coated or alloy-coated if approved. Additionally coat all material except bolts, nuts, washers, and pipe material with thermally fused polyvinyl chloride (PVC) in accordance with ASTM F668, Class 2b, meeting the specified color when shown on the plans.

2.15.1. **Fabric.**

2.15.1.1. **Galvanizing.** Hot-dip galvanize in accordance with ASTM A392, Class I.

2.15.1.2. **Aluminum Coating.** Aluminum-coat in accordance with ASTM A491.

2.15.1.3. **Alloy Coating.** Coat with zinc-5% aluminum-mischmetal alloy (Zn-5A1-MM) in accordance with ASTM F1345, Class I.

2.15.2. **Posts, Braces, and Gates.**

2.15.2.1. **Standard Weight (Schedule 40) Pipe.** Hot-dip galvanize inside and outside according to ASTM F1043 (1.8 oz./sq. ft. galvanized zinc weight).

2.15.2.2. **High Strength Pipe.** Hot-dip galvanize before or after forming pipe according to ASTM F1043 Group 1C and as follows:

- Outside—minimum 0.9 oz./sq. ft. galvanized zinc weight with a verifiable polymer overcoat.

- Inside—minimum 0.9 oz./sq. ft. galvanized zinc weight before forming, or minimum 0.3 mils zinc-based coating after forming containing a minimum 90% zinc dust, by weight.

2.15.2.3. **Optional Additional Coating.** Additionally coat all pipe material with 10 mils minimum thermally fused PVC according to ASTM F1043, meeting the specified color when shown on the plans.

2.15.3. **Fittings, Bolts, and Other Miscellaneous Hardware.** Galvanize all fittings, bolts, and miscellaneous hardware in conformance with Item 445, "Galvanizing."

2.15.4. **Tension Wire.** Zinc-coat tension wire with a minimum coating of 0.80 oz./sq. ft. or aluminum-coat with a minimum coating of 0.30 oz./sq. ft.

2.15.5. **Barbed Wire.** Zinc-coat barbed wire in accordance with ASTM A121 (0.80 oz./sq. ft.) or aluminum-coat in accordance with ASTM A585 (0.30 oz./sq. ft.).

2.15.6. **Pull Cable.** Zinc-coat pull cable with a minimum coating of 0.80 oz./sq. ft. of individual-wire surface when tested in conformance with ASTM A116.

3. CONSTRUCTION

Erect the chain link fence to the lines and grades established on the plans. Overall height of the fence when erected is the height above the grade shown.

Repair or replace damaged fence or gates. Remove and replace the post and foundation if posts cannot be repaired by straightening. Return all salvageable material to the location shown on the plans when a fence installation is to be removed in its entirety and not replaced. Backfill all postholes with suitable material. Return the salvaged fence fabric in secured rolls not more than 50 ft. long. Dispose of unsalvageable material.

3.1. **Clearing and Grading.** Clear all brush, rocks, and debris necessary for the installation of this fencing.

Stake the locations for corner posts and terminal posts unless otherwise shown on the plans. Follow the finished ground elevations for fencing panels between corner and terminal posts. Level off minor irregularities in the path of the fencing.

3.2. **Erection of Posts.** Install posts as shown on the plans. Plumb and permanently position posts with anchorages firmly set before fabric is placed. Brace corner and pull posts as shown on the plans.

3.2.1. **Post Spacing.** Space posts as shown in Table 1.

Table 1
Post Spacing and Placement

Post Type	Required Spacing or Placement
Line posts	no more than 10 ft. apart
Pull posts	no more than 500 ft. apart and at each change in direction exceeding 20° vertically
Corner posts	at each horizontal angle point

Install cables on all terminal posts and extend to adjacent posts. Install cables on each side of corner and pull posts with a 3/8-in. drop-forged eye-and-eye or eye-and-clevis turnbuckle unless otherwise shown on the plans.

3.2.2. **Postholes.** Drill holes for concrete footings for all posts to provide footings of the dimensions shown on the plans.

Penetrate solid rock by at least 12 in. (18 in. for end, corner, gate, and pull posts) or to plan depth where the rock is encountered before reaching plan depth. Drill holes in the solid rock with a diameter at least 1 in. greater than the outside diameter of the post.

Fill the hole in the solid rock with grout consisting of 1 part hydraulic cement and 3 parts clean, well-graded sand after the posts are set and plumbed. If desired, other grouting materials may be used only if approved. Thoroughly work the grout into the hole, leaving no voids. Construct concrete footings from the solid rock to the top of the ground.

3.2.3. **Gate Posts.** Align the tops of all gate frames with the fencing top tension wire or top rail. Provide vehicular gates that are greater in overall height than the adjacent fencing by the height necessary to extend to within 2 in. of the pavement between the curbs if curbs are shown on the plans.

3.2.4. **Concrete Footings.** Center posts in their footings. Place concrete and compact by tamping or other approved methods. Machine mix all batches of concrete over 1/2 cu. yd. Hand mixing concrete is allowed on batches under 1/2 cu. yd.

Use forms for footings where the ground cannot be satisfactorily excavated to neat lines. Crown the concrete or grout (for solid rock) to carry water from the post. Keep the forms in place for at least 24 hr. Backfill the footing with moistened material as soon as each form is removed, and thoroughly tamp. Cover concrete with at least 4 in. of loose moist material, free of clods and gravel, immediately after placing concrete. No other curing is required.

Spread all excess excavated and loose material used for curing neatly and uniformly. Remove excess concrete and other construction debris from the site.

3.3. **Erection of Fabric.** Place the fabric with the cables drawn taut with the turnbuckles after all posts have been permanently positioned and anchorages firmly set. Secure one end and apply enough tension to the other end to remove all slack before making attachments. Cut the fabric and independently attach each span at all corner posts and pull posts unless otherwise shown on the plans.

Follow the finished contour of the site with the bottom edge of fabric located approximately 2 in. above the grade. Grade uneven areas so the maximum distance between the bottom of fabric and ground is 6 in. or less.

Fasten fabric at 12 in. intervals to the top and bottom tension wires between posts. Fasten the fabric in the same manner when top rail is shown on the plans. Fasten the fabric on gate frames to the top and bottom of the frame at 12 in. intervals. Use steel wire fabric ties of 9 gauge steel or larger. Fasten fabric to terminal posts by steel stretcher bars and stretcher bar bands fitted with carriage bolts and nuts of the size and spacing shown on the plans. Use stretcher bars to fasten end posts, pull posts, corner posts, and gateposts with stretcher bar bands at intervals of no more than 15 in. Attach stretcher bars to terminal posts with 1 × 1/8 in. flat steel bands with 3/8-in. carriage bolts at intervals up to 15 in.

3.4. **Electrical Grounds.** Provide at least one electrical ground for each 1,000 ft. of fence, located near the center of the run. Provide additional grounds directly under the point where power lines pass over the fence.

Vertically drive or drill in the grounding rod until the top of the rod is approximately 6 in. below the top of the ground. Connect a No. 6 solid copper conductor to the rod and to the fence by a UL-listed method so that each element of the fence is grounded.

3.5. **Repair of Coatings.** Repair damaged zinc coating in accordance with Section 445.3.5., "Repairs."

4. MEASUREMENT

Chain link fence will be measured by the foot of fence installed, repaired, replaced, or removed, measured at the bottom of the fabric along the centerline of the fence from center to center of posts, excluding gates.

Gates will be measured as each gate installed, repaired, replaced, or removed.

5. 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 "Chain Link Fence (Install)" or "Chain Link Fence (Repair)" of the height specified or "Chain Link Fence (Remove)" and "Gate (Install)" or "Gate (Repair)" of the type, height, and width of opening specified or "Gate (Remove)." Clearing and grading for fencing and gates will not be paid for directly but is subsidiary to this Item.

5.1. **Chain Link Fence (Install).** This price is full compensation for furnishing and installing fencing, except gates; cleaning, grading, and backfilling; removing and disposing of surplus material; and equipment, labor, tools, and incidentals.

5.2. **Chain Link Fence (Repair).** This price is full compensation for furnishing materials; repairing or replacing fencing, except gates; cleaning, grading, and backfilling; removing and disposing of surplus or damaged material; and equipment, labor, tools, and incidentals.

5.3. **Chain Link Fence (Remove).** This price is full compensation for removing all fencing, except gates; cleaning, grading, and backfilling; removing and disposing of surplus material; and equipment, labor, tools, and incidentals.

5.4. **Gate (Install).** This price is full compensation for installing gate and for providing materials, center anchorages, equipment, labor, tools, and incidentals.

5.5. **Gate (Repair).** This price is full compensation for repairing or replacing gate and for furnishing materials; removing and disposing of damaged materials; and equipment, labor, tools, and incidentals.

5.6. **Gate (Remove).** This price is full compensation for removing gate and for materials, equipment, labor, tools, and incidentals.

Special Specification 4026
Thermoplastic Pipe

6. DESCRIPTION

Furnish and install thermoplastic pipe for constructing thermoplastic pipe culverts or thermoplastic storm sewer mains, laterals, stubs, and inlets. Provide pipes of the sizes, types, design, and dimensions shown on the plans including the connections and joints to new or existing pipes, sewer, manholes, inlets, headwalls, and other appurtenances as required to complete the work.

7. MATERIALS

Furnish materials in accordance with the following:

- Item 400, "Excavation and Backfill for Structures,"
- Item 401, "Flowable Backfill," and
- Item 467, "Safety End Treatment."

Unless otherwise specified on the plans or in this Item, provide thermoplastic pipe and joint fittings that conform to the following:

7.1. **High Density Polyethylene (HDPE) Pipe.**

7.1.1. **General.** Provide high density polyethylene pipe and fittings meeting the requirements in AASHTO M 294.

7.1.2. **Raw Materials.** Provide HDPE pipes and fittings manufactured from virgin polyethylene (PE) compounds, conforming to the requirements of cell class 335400C as defined and described in ASTM D 3350, except that the maximum allowable carbon black content is 5%. Use PE compound meeting the environmental stress crack resistance according to the SP-NCTL test set forth in AASHTO M 294.

7.1.3. **Designation of Type.** For HDPE pipes used in gravity flow drainage applications, use Type S (outer corrugated wall with smooth inner liner) or Type D (inner and outer smooth walls braced circumferentially or spirally with projections or ribs).

7.1.4. **Section Properties.** The minimum wall thickness of the inner walls of Type S pipe and inner the outer walls of Type D pipe is specified in Section 7.2.2 of AASHTO M 294. The pipe stiffness at 5% deflection, when determined in accordance with ASTM D 2412, is specified in Section 7.4 of AASHTO M 294.

7.2. **Polyvinyl Chloride (PVC) Pipe.**

7.2.1. **General.** Provide polyvinyl chloride pipes and fittings meeting the requirements of ASTM F 949.

7.2.2. **Raw Materials.** Provide PVC pipes and fittings manufactured from PVC compounds which conform to the requirements of cell class 12454B or 12454C as defined and described in ASTM D 1784.

7.2.3. **Section Properties.** The minimum wall thickness is specified in ASTM F 949, Table 1. The pipe stiffness at 5% deflection, when determined in accordance with ASTM D 2412, is specified in ASTM D 2412, Table 1.

Ensure the manufacturer performs the appropriate test procedures on representative samples of each type of pipe furnished, and verifies that the pipe complies with the specifications. Submit a certificate of compliance

to the Engineer for review and approval. Provide a certificate including the following information: manufacturing plant, date of manufacture, pipe unit mass, material distribution, pipe dimensions, water inlet area, pipe stiffness, pipe flattening, brittleness, ASTM resin cell classification, and workmanship.

7.3. **Inspection.** The quality of materials, the process of manufacture, and the finished pipe will be subject to inspection and approval by the Engineer at the manufacturing plant. In addition, the finished pipe will be subject to further random inspection by the Engineer at the project site before and during installation.

7.4. **Marking.** Furnish pipe clearly marked at maximum 12 ft. intervals and clearly mark fittings and couplings as follows:

- manufacturer's name or trade mark,
- nominal size,
- specification designation (e.g. AASHTO M 294 or ASTM F 949),
- plant designation code, and
- date of manufacture.

7.5. **Joints.** Install the joints so that the connection of the pipe sections forms a continuous line free from irregularities in the flow line.

Suitable joints are the following:

- Integral Bell and Spigot. Ensure the bell overlaps a minimum of 2 corrugations of the spigot end when fully engaged. Ensure the spigot end has an O-ring gasket that meets ASTM F 477.
- Exterior Bell and Spigot. Fully weld the bell to the exterior of the pipe and overlap the spigot end so that the flow lines and ends match when fully engaged. Provide the spigot end with an O-ring gasket that meets ASTM F 477.

Joint type definitions are the following:

- Soiltight Joints. Joints meeting the soiltightness definition in accordance with AASHTO *Standard Specifications for Highway Bridges*, Section 26.4.2.4.
- Watertight Joints. Joints meeting the requirements of ASTM 3212.

If no joint type is specified, provide a watertight joint.

8. CONSTRUCTION

Construct the pipe at locations shown on the plans or as directed. Only trench installation of thermoplastic pipe will be permitted.

8.1. **Excavation.** Excavate in accordance with Item 400, "Excavation and Backfill for Structures."

Provide enough trench width for the pipe installation and to ensure enough working room to properly and safely place and compact materials placed under haunches of the pipe and other embedment materials. Provide a space between the pipe and trench wall that is greater than that of the compaction equipment used in the pipe zone.

When using Type I backfill, the minimum allowable trench width is the pipe outside diameter plus 12 in.

When using Type II or Type III backfill, the minimum allowable trench width is specified in Table 1.

Table 1
Minimum Trench Width

Nominal Pipe Diameter (in.)	Minimum Trench Width (in.)
18	44
24	54
30	66
36	78
42	84
48	90

8.2. **Installing Pipe in Embankment.** If any portion of the pipe projects above the existing ground level, construct an embankment as shown on the plans or as directed, for a minimum distance outside each side of the pipe location of 5 times the diameter and to a minimum elevation of 2 ft. above the top of the pipe. Next, excavate the trench to a width as specified in Section 3.1. In areas with a high water table, install the thermoplastic pipe in accordance with the manufacturer's recommendations to prevent pipe floatation.

8.3. **Shaping and Bedding.** Bed the pipe in a foundation of compacted cohesionless material, such as sand, crushed stone, or pea gravel, with a maximum allowable size of 3/8 in. Extend this material a minimum of 6 in. below the outermost corrugations or ribs, and carefully and accurately shape it to fit the lowest part of the pipe exterior for a minimum of 10% of the overall height. When requested by the Engineer, furnish a template for each size and shape of pipe to be placed for use in checking the shaping of the bedding. Provide a template consisting of a thin plate or board cut to match the lower half of the cross section of the pipe.

8.4. **Handling and Storing Pipe.** Store pipe above ground on adequate blocking. Always keep pipe clean and fully drained during storage. Store the PVC pipe and fittings out of direct sunlight. Handle and store thermoplastic pipe in accordance with the pipe manufacturer's instructions. Provide proper facilities for hoisting and lowering the pipe into the trench without damaging the pipe or disturbing the bedding or the walls of the trench.

8.5. **Laying Pipe.** Unless otherwise authorized, start laying pipe on the bedding at the outlet end with the separate sections firmly joined together. Hoist and lower sections of pipe into the trench without damaging the pipe or disturbing the bedding or the sides of the trench. Remove and re-lay any pipe that is not in alignment or that shows excessive settlement after laying, at no expense to the Department.

Lay multiple installation of thermoplastic pipe with the centerlines of the individual barrels parallel. Unless otherwise shown on the plans, maintain the clear distances between outer surfaces of adjacent pipes shown in Table 2.

Table 2
Minimum Clear Distance Between Pipes

Nominal Pipe Diameter (in.)	Min. Clear Distance Between Pipes (in.)
18	14
24	17
30	20
36	23
42	26
48	29

8.6. **Reusing Existing Appurtenances.** When existing appurtenances are specified on the plans for reuse, sever the portion to be reused from the existing culvert and move it to the new position previously prepared, by approved methods.

Provide connections conforming to the requirements for joining sections of pipes as indicated in this specification or as shown on the plans. Restore any headwalls and any aprons or pipes attached to the headwall that are damaged during moving operations, to their original condition, at no expense to the Department. The Contractor has the option to remove and dispose of the existing headwalls and aprons and construct new headwalls at no expense to the Department, in accordance with the pertinent specifications and design indicated on the plans or as furnished by the Engineer.

8.7. **Sewer Connections and Stub Ends.** Make connections of pipe sewer to existing sewers or sewer appurtenances as shown on the plans or as directed. Mortar or concrete the bottom of the existing structures, if necessary, to eliminate any drainage pockets created by the new connection. Where the sewer is connected into existing structures which are to remain in service, restore any damage to the existing structure resulting from making the connection to the satisfaction of the Engineer. Seal stub ends, for connections to future work not shown on the plans, by installing watertight plugs into the free end of the pipe. Include the cost for the above in cost of the pipe.

8.8. **Backfilling.** Backfill from the pipe bedding up to 1 ft. above the top of the pipe to provide necessary structural support to the pipe and control pipe deflection. Take special precautions when placing and compacting the backfill material. Place special emphasis obtaining uniform backfill material and uniform compacted density throughout the length of the pipe, to avoid unequal pressure. Use extreme care to ensure proper backfill under the pipe, in the haunch zone.

Provide backfill material meeting the following specifications:

- Type I – Provide backfill consisting of flowable fill in accordance with Item 401, "Flowable Backfill." Place the flowable backfill across the entire width of the trench and maintain a minimum depth of 12 in. above the pipe. Wait a minimum of 24 hr. before backfilling the remaining portion of the trench with other backfill material in accordance with Item 400, "Excavation and Backfill for Structures."
- Type II – Provide backfill consisting of cement stabilized backfill in accordance with Section 400.3.3.4, "Cement Stabilized Backfill." Place and compact cement stabilized backfill to completely fill any voids.
- Type III – Provide backfill consisting of hard, durable, clean granular material that is free of organic matter, clay lumps, and other deleterious matter. Provide backfill meeting the gradation requirements shown in Table 3. Place the backfill material along both sides of the completed structure to a depth of 12 in. above the pipe. Place the backfill in uniform layers a minimum 6 in. deep (loose measurement), wet if required, and thoroughly compact it between adjacent structures and between the structure and the sides of the trench. Until a minimum cover of 12 in. is obtained, only hand-operated tamping equipment will be allowed within vertical planes 2 ft. beyond the horizontal projection of the outside surfaces of the structure. If using Type III backfill, place filter fabric between the native soil and the backfill. Use filter fabric conforming to the requirements of DMS-6200, "Filter Fabric," Type 1.

Table 3
Gradation Requirements for Type III Backfill Material

Sieve Size	Percent Retained
	(Cumulative)
1 in.	0-5
7/8 in.	0-35
1/2 in.	0-75
3/8 in.	0-95
No. 4	35-100
No. 10	50-100
No. 200	90-100

8.9. **Protecting the Pipe.** Unless otherwise shown on the plans or permitted in writing, do not use heavy earth-moving equipment over the structure until a minimum of 4 ft. of permanent or temporary compacted fill is placed over the top of the structure.

Before adding each new layer of loose backfill material, until a minimum of 12 in. of cover is obtained, an inspection will be made of the inside periphery of the structure for local or unequal deformation caused by improper construction methods. Evidence of such will be reason for corrective measures as may be directed.

Remove and replace pipe damaged by the Contractor at no expense to the Department

9. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Measurement of spurs, branches, or connections to existing pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects.

Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

10. 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 "Thermoplastic Pipe" of the size and backfill type specified. This price is full compensation for furnishing, hauling, placing, and joining pipes; connecting to new or existing structures; moving and reusing headwalls where required; removing and disposing of portions of existing structures as required; cutting of pipe ends on skew; and labor, tools, equipment, and incidentals.

Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures."

Type I backfill will be paid in accordance with Item 401, "Flowable Backfill."

Safety end treatment will be paid for in accordance with Item 467, "Safety End Treatment."

Special Specification 5035
Remove and Replace Wood Fence

11. DESCRIPTION

This Item shall govern for the removal and replacement of wood fence supported by posts at locations shown on the plans or as designated by the Engineer.

12. MATERIALS

All replacement posts, rails, and pickets shall be of the same type of material and configuration as the existing fence.

13. CONSTRUCTION

Fence posts shall be spaced at intervals equal or closer than the existing fence. Posts shall be set in a vertical position. All posts shall be placed to the minimum depth below ground as shown on the plans or as directed by the Engineer. Posts shall be set plumb and firm to the line and grade shown on the plans.

14. MEASUREMENTS

This Item will be measured by the foot of replaced wood fence, measured along the face of the bottom rail of the fence from center to center of the end posts in the final position.

15. 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 "Remove and Replace Wood Fence." This price shall be full compensation for removing of the existing fence, furnishing and installing all fence materials as needed, digging post holes, including excavation, backfilling, disposal of surplus material, placing concrete for posts; for all preparation, hauling and installing of same, and for all labor, tools, equipment and incidentals.

ITEM 9500

TRENCH SAFETY SYSTEMS

9500.01 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.

9500.02 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.

9500.03 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.

9500.04 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.

9500.05 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.

9500.06 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.

9500.07 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.

9500.08 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 for excavation in connection with the construction of the three proposed lift stations.

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.

SEL GEOTECHNICAL ENVIRONMENTAL MATERIALS TESTING

Report Number 21247

DITCH IMPROVEMENTS FOR DITCH 110B

BEAUMONT, TEXAS

DECEMBER 2021

NOT TO SCALE

P.O.Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619
Email: yousef@science-engineer.com

SEL GEOTECHNICAL ENVIRONMENTAL MATERIALS TESTING

LOG OF BORING

Project: Ditch 110B for the City of Beaumont
Beaumont, Texas

Boring Number: B-1
Location: See Attached Boring Plan
Dry Auger: 0 to 20 Feet

Project No: 21247
Date of Report: 12/15/2021
Date of Boring: 12/09/2021
Authorization: Mr. Stephen West

DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH: POCKET PENETROMETER (TSF)	SHEAR STRENGTH: UNCONFINED COMPRESSIVE STRENGTH (TSF)
				Dary Gray CLAY; Fill								
				CH			70	24	46			
				Dark Gray CLAY with ferrous nodules								
											0.35	
5				tan and gray; slickensides	37	80	100	30	70		0.65	0.35
											1.00	
10					29	89	68	26	42		1.00	0.44
					26	94	63	24	39		1.25	0.50
15					24	100	66	24	42		1.50	0.70
				CH								
				Tan and Gray SANDY CLAY								
				CL	24	97	44	20	24		0.50	0.30
20				Bottom at 20 Feet								

1. Water was encountered at 15 feet during drilling.
2. Water level at 13' - 2" after 5 minutes.

P.O.Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619
Email: yousef@science-engineer.com

SEL
GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

LOG OF BORING

Project: Ditch 110B for the City of Beaumont
Beaumont, Texas

Boring Number: B-2
Location: See Attached Boring Plan
Dry Auger: 0 to 20 Feet

Project No: 21247
Date of Report: 12/15/2021
Date of Boring: 12/09/2021
Authorization: Mr. Stephen West

DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH: POCKET PENETROMETER (TSF)	SHEAR STRENGTH: UNCONFINED COMPRESSIVE STRENGTH (TSF)
				Dary Gray CLAY; Fill								
				CH							0.50	
				Dark Gray CLAY with ferrous nodules	29	80	96	27	69		0.75	0.72
5				tan and gray; slickensides							0.75	
					23	94	93	26	67		0.75	0.50
					31	92	75	25	50		1.00	0.40
10					28	93	74	25	49		1.00	0.74
				CH								
				Tan and Gray SANDY CLAY	22	103	42	20	22		1.25	0.50
15												
				CL	25	97	49	21	28		0.75	0.40
20				Bottom at 20 Feet								

1. Water was encountered at 13 feet during drilling.
2. Water level at 12' - 8" after 5 minutes.

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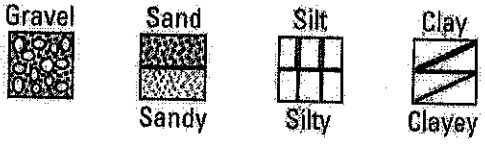
Email: yousef@science-engineer.com

SEL GEOTECHNICAL ENVIRONMENTAL MATERIALS TESTING

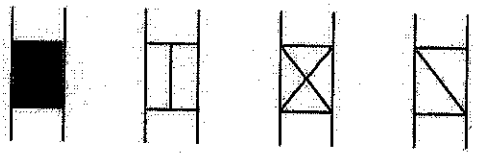
KEY TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPE



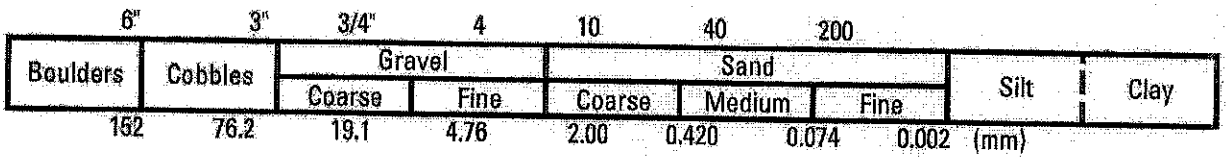
Predominant type shown heavy

SAMPLE TYPE

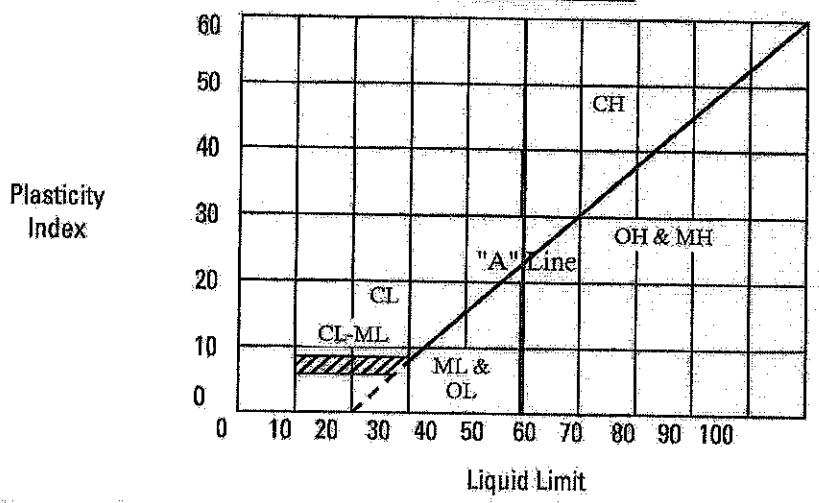


SOIL GRAIN SIZE

U.S. Standard Sieve



PLASTICITY CHART



CONSISTENCY OF COHESIVE SOILS

Penetration Resistance, blows per foot	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity
0 - 2	Very Soft	0 - 0.125	0 - 5	None
2 - 4	Soft	0.125 - 0.25	5 - 10	Low
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
15 -30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
> 30	Hard	> 2.0		

RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense

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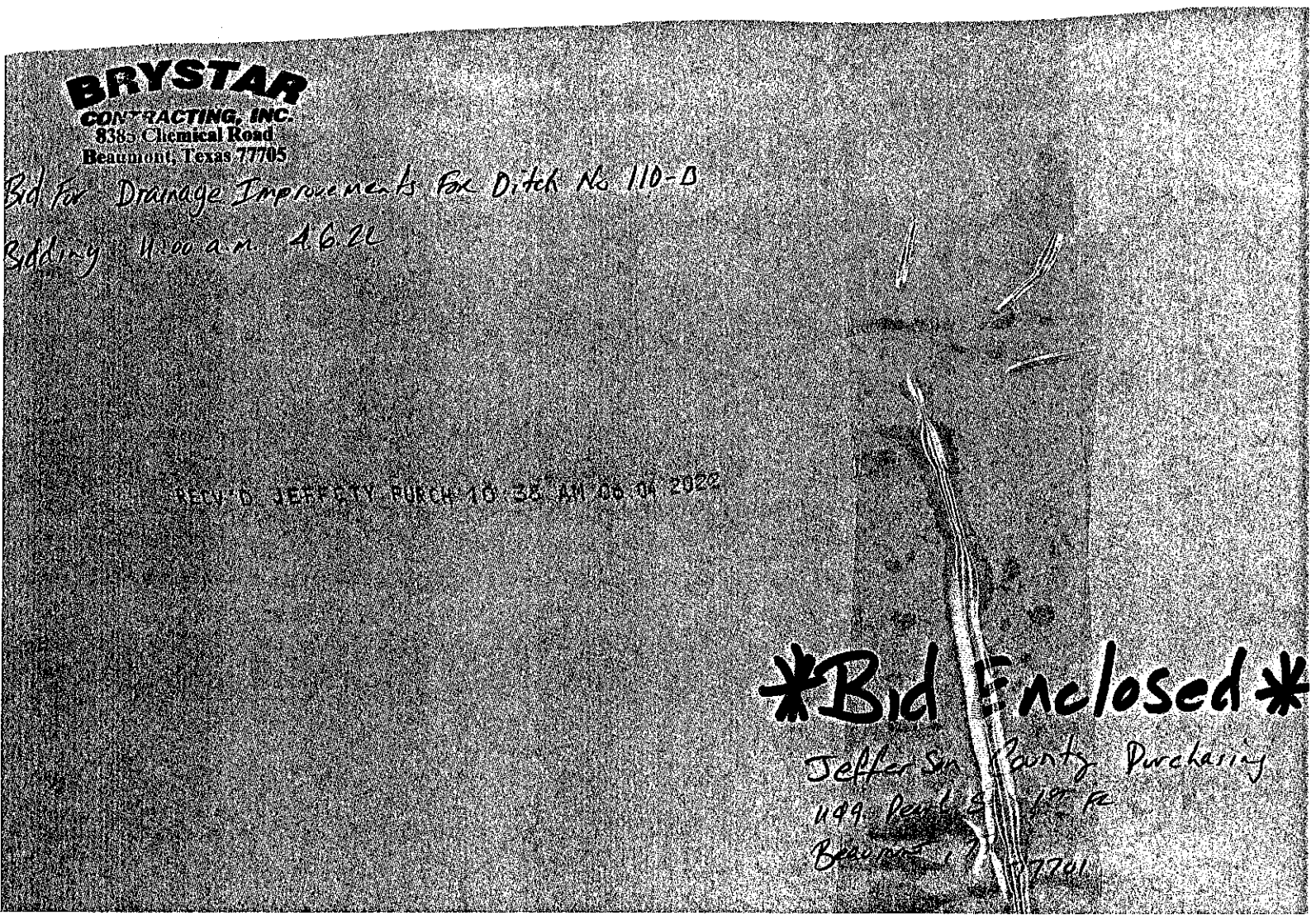
Email: yousef@science-engineer.com


BRYSTAR
CONTRACTING, INC.
8385 Chemical Road
Beaumont, Texas 77705
Bid for Drainage Improvements For Ditch No 110-D
Bidding 11:00 a.m. 4.6.22
RECV'D JEFFCTY PURCH 10:38 AM 04 04 2022
Bid Enclosed
Jefferson County Purchasing
Beaumont, TX 77701

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

JEFFERSON COUNTY, TEXAS
2021 GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT
DRAINAGE DITCH 110-B
GLO CONTRACT NO. 20-065-121-C408

Prepared by:

WHITELEY OLIVER ENGINEERING, LLC
TEXAS ENGINEERING FIRM NO. F-22257
4351 CROW ROAD, BEAUMONT, TEXAS 77706
409-892-0421 | WHITELEYOLIVER.COM

March 2022

APPROVED:

WHITELEY OLIVER ENGINEERING, LLC

BY: _____
Jeffrey D. Leavins, P.E.
P.E. No. 111537

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LEGAL NOTICE
Advertisement for Invitation for Bids

March 8, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-014/JW) Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County.** 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:	**Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County**
BID NUMBER:	**IFB 22-014/JW**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, April 6, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a **Pre-Bid Conference at 10:00 AM CT on Thursday, March 17, 2022** at the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse, address noted above).

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 requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) 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 least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

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.

Bidders **are strongly encouraged to carefully read the entire invitation.**

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner – March 10 & 17, 2022
Port Arthur News – March 9 & 16, 2022

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 shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation could result in a response being declared as non-responsive.

SECTION 1: 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 BID PRIOR TO 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 BID AFTER 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 am to 4:00 pm, 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-DETERIMINATION

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.

5. 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 **120** days after opening date.

6. 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.

7. AWARD

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

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. CONTRACT

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

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

10. FISCAL FUNDING

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

11. BID RESULTS

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at 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.

12. CHANGES AND ADDENDA TO BID DOCUMENTS

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

13. SPECIFICATIONS

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS

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

16. CURRENCY

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

17. PRICING

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

18. NOTICE TO PROCEED/PURCHASE ORDER

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

19. CERTIFICATION

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

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

20. DEFINITIONS

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS

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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, **PAGES 56-58**

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."

7. 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—

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

Meeting contract performance requirements; or

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."

SPECIAL REQUIREMENTS/BID SUBMISSION 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.

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

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 and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return all required documentation could result in a response being declared as non-responsive.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. VENDOR REGISTRATION (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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3. FORM 1295 (Texas Ethics Commission)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS:

ALL NON-EXEMPT BIDDERS ARE REQUIRED TO SUBMIT A COMPLETED FORM 1295 WITH BID SUBMISSION.

INSTRUCTIONS:

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 WITH BID SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 26.

FORM 1295 Implementation Background:

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

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ADD THE REQUESTED INFORMATION HERE

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

ENTER NAME OF STATE OF 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.

ADD THE PROCUREMENT/CONTRACT NUMBER OR DESCRIPTION HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ADD ALL INTERESTED PARTIES HERE. IF NO INTERESTED PARTIES, LEAVE BLANK.			
IF FORM IS BEING FILED FOR A CONSTRUCTION CONTRACT, ENTER THE NAME OF EACH SUBCONTRACTOR, LOWER TIER SUBCONTRACTOR, AND SUPPLIER THAT WILL PROVIDE GOODS OR SERVICES FOR THE PROJECT OR CONTRACT FOR WHICH THE FORM IS BEING FILED.			

5 Check only if there is NO Interested Party. ☐ ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTIES

6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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.

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.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2021

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
McElveen Insurance, LLC
700 W. Prien Lake Road, Suite 100
Lake Charles LA 70601

CONTACT NAME: Laura Monk
PHONE (A/C, No, Ext): 337-475-7441 **FAX (A/C, No):** 337-564-6934
E-MAIL ADDRESS: lmonk@mcelveenins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : The Continental Insurance Company	
INSURER D : AGCS Marine Insurance Company	22837
INSURER E :	
INSURER F :	

INSURED TRIACON-01
Triangle Concrete Services, Inc.
dba Triangle Civil Services;
Foremost Concrete Constructors, LLC
1350 S. Major Drive
Beaumont TX 77707

COVERAGES **CERTIFICATE NUMBER:** 206674907 **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	Y	Y	60447816	6/11/2021	6/11/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	60447816	6/11/2021	6/11/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	7015111101	6/11/2021	6/11/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	0001268091	6/11/2021	6/11/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			MXI93087583	6/11/2021	6/11/2022	Rented/Leased Limit Rented/Leasd Max Item	$750,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is provided Blanket Additional Insured on General Liability including both Ongoing Operations and Completed Operations (CG 2010 1001, CG 2037 1001, and CG 7280 0717), Auto (CA 7109 0117), , and Umbrella (CNA 75504XX 03-201) where required by written contract. Certificate Holder is provided Blanket Waiver of Subrogation on General Liability, Auto, Workers Compensation, and Umbrella where required by written contract. General Liability, Auto, and Umbrella coverages are provided on a Primary and Non-Contributory basis where required by written contract. Umbrella lies over the General Liability, Auto, and Workers Compensation policies. Toby Berwick is excluded under Workers Compensation.

CERTIFICATE HOLDER

sample

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Triangle Concrete Services, Inc. dba Triangle Civil Services
1350 South Major Drive, Beaumont, TX 77707
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
1200 Main Street, Suite 800, Kansas City, MO 64105
a corporation duly organized under the laws of State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor, Beaumont, TX 77701
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for

2021 GLO CDBG-DR Drainage Improvements. Drainage Ditch 110-B

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th of April , 2022 .

(Witness)

(Witness)
Susan McElveen

Triangle Concrete Services, Inc. dba Triangle Civil Services
(Principal) (Seal)
BY:
(Title) President

North American Specialty Insurance Company
(Surety) (Seal)
BY:
Benjamin Stine (Title) Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DOUGLAS N. MCELVEEN, AMANDA B. MCELVEEN, CHRISTINE BAKER AND BENJAMIN STINE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Erik Janssens, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 30th day of NOVEMBER, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of April, 2022.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

BID BOND

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

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

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within **one-hundred and twenty (120)** days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

(SEAL)

_____

(SEAL)

Attest: By: _____

Affix
Corporate
Seal

Attest: By: _____

Affix
Corporate

Seal

Attest: By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate Seal

Title: _____

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of Contractor or Company)

_____
(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

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

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

_____
(Project Name)

_____

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

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

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

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

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____ _____
(Address)

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety (Attorney in Fact)

_____ _____
(Address) (Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that:

_____

(Name of Contractor or Company)

_____

(Address)

a _____ hereinafter called Principal, and

_____

(Name of Surety Company)

_____

(Address)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of Grant Recipient)

_____

(Grant Recipient's Address)

hereinafter called OWNER, in the penal sum of $ _____

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

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

_____

_____

_____

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

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

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____

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

_____.

ATTEST: _____
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

ATTEST: _____
(Surety)

_____ By _____
(Witness as to Surety) (Attorney in Fact)

_____ _____
(Address) (Address)

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

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, 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: _____

SUPPLEMENTARY CONDITIONS

1. PROJECT SITE

The Project Area consists of the area within the property limits shown within the construction plans.

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed, to be discussed at the pre-construction meeting.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($ 500) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

5. COMMUNICATIONS

A. All notices, demands, requests, instructions, approval, proposals and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

C. All paper required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to Jefferson County, Texas, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of

the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.

6. CONTRACT TIME

A. Working Day

A Working Day is defined as any day, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Saturdays, Sundays and legal holidays will not be counted as a working day if not worked. If the Contractor works on any of these days, he will be charged a working day. Work will not be permitted on Sundays or within 30 minutes of sunset on any working day except with the approval of the Engineer and/or Owner.

If the Contractor intends to claim a day as a "rainout" day, one in which weather or site conditions will not permit the construction of the principal items of the project, as defined herein, he must do so before 9 a.m. of each day by notifying the Engineer. This does not pertain to weather conditions that develop after 9 a.m. and stop the progress of the work for the rest of the day. Site conditions that prevent work must be determined before 9 a.m. of each day. Requests for additional time will be reviewed on a case by case basis but only for the proceeding 30 day period. Requests for additional time should be made each month. No request for additional time will be considered for delays from previous months.

A. Calendar Day

A calendar day is everyday of the week including Saturday, Sunday and legal holidays. Additional time is not normally granted for CALENDAR day contracts for weather related delays. Requests for additional time for other delays will be reviewed on a case by case basis but only for the proceeding 30 day period. Requests for additional time should be made each month. No request for additional time will be considered for delays from previous months.

7. INDEMNIFICATION

A. The Contractor shall indemnify, defend and hold harmless the OWNER and ENGINEER, their agents, officers, and employees from and against all claims and liabilities arising under or by reason of the contract or any performance of the work. This indemnity expressly extends to claims alleging negligence by the OWNER its agents, officers or employees arising from actions taken or occurrences under this contract. Such indemnification by the Contractor shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or its agents in the performance

of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agents;

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents;

3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the OWNER or ENGINEER in the performance of this contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this contract;

4. Liability or claims resulting directly or indirectly from the breach of any warranties, whether expressed or implied, made to the OWNER or any other parties by the Contractor or its agents;

5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or its agents; and,

6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

7. Liabilities or claims of whatever kind or character, arising out of or in connection with the performance by the Contractor of those services contemplated by this Agreement, based upon allegations of negligent acts of Contractor, its officers, agents, employees, and expressly including allegations of negligence, acts or omissions of the OWNER, the ENGINEER, their consultants, agents, officers or employees, when such allegations of negligence to the OWNER or ENGINEER arise from the actions and work undertaken by Contractor hereunder.

B. The Contractor shall reimburse the OWNER, and the ENGINEER for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Article.

C. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the Workers' Compensation Act, Disability Benefit Acts, or other employee benefit acts.

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be held between the Engineer, Owner, and the Contractor prior to construction. The dates, time, and place will be announced after the project has been bid.

9. WARRANTY

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

10. SUBMITTALS AND AS-BUILTS

Details and manufacturer's information on all materials in the project shall be submitted to the Engineer in three (3) copies for approval within 14 days after the execution of the contract to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

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.

If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall not relieve the contractor from his responsibility for adherence to the contract or for any error in the drawing.

The Contractor shall provide to the Engineer, prior to and as a condition of release of retainage, a clean set of "As Built" plans. Such drawings shall include any changes made to the facilities from what was shown in the plans. This shall include, but is not limited to, horizontal alignment of water and sewer lines, line depths at one hundred (100) feet stations, stations of all structures, actual lengths, dimensional changes, details not on original drawings, and changes made by change order.

11. CONDITIONS OF THE CONTRACT

In the event that any portions of the conditions in this Contract conflict with each other, the more strict requirements shall be followed.

12. PAYMENT FOR MATERIALS ON HAND

The Contractor will not be required to maintain a field office. In order to be paid for materials on hand, however, all materials that could, in the opinion of the Engineer, easily be removed from the site, must be stored in a materials storage yard.

The materials storage area shall be of adequate size to safely store all of the materials expected to be on hand but not installed. The area shall be fenced with a minimum six (6) foot hurricane fence and shall have a lockable gate. The fencing shall be such that it will prevent unauthorized access to stored materials. This area shall be kept locked when unattended.

13. NOTIFICATION

The Contractor shall be responsible for notifying the Owner at least 48 hours prior to disruption of water or sewer service or the blocking or closing of any roads. The contact person and phone number will be given to the Contractor at the pre-construction conference. All interference with City services or utilities shall be done so in accordance with the plans and specifications.

14. PERMITS

The Contractor shall be responsible for acquiring all necessary permits associated with the construction of this project.

15. PUBLIC SAFETY AND CONVENIENCE

The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise shown on the plans or except as herein provided, all portions of the street shall be kept open to traffic. It shall be the entire responsibility of the CONTRACTOR to provide for traffic along and across the street as well as for ingress and egress to private property all as specified herein, as shown on the plans, or as directed by the ENGINEER.

The CONTRACTOR shall plan and execute his operations in a manner that will cause the minimum interference with traffic. The CONTRACTOR shall secure the ENGINEER's approval of his proposed plan of operation, sequence of work and methods of providing for safe passage of traffic before it is placed into operation.

If at any time during construction, the approved plan does not accomplish the intended purpose, due to weather or other conditions affecting the safe handling of traffic, the CONTRACTOR shall immediately make necessary changes therein to correct the unsatisfactory conditions.

Where the specifications require, or the ENGINEER directs that traffic be carried over or along the proposed work, construction operations shall be so prosecuted and new material kept as placed and spread as to allow the passage of traffic in comfort and safety. At night or otherwise, all equipment shall be stored in such manner and at such locations as not to interfere with the safe passage of traffic. The CONTRACTOR shall provide and maintain flag men at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and CONTRACTOR's personnel, and as directed by the ENGINEER or OWNER.

16. SUPERINTENDENT

The Contractor shall appoint a superintendent. The sole activity and responsibility of the Contractor's supervisor or superintendent shall be the full-time superintendence of the work and the fulfillment of the Contractor's responsibilities.

BIDDER INFORMATION FORM

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

Bid Number & Name: Invitation for Bid (IFB 22-014/JW) Drainage Improvements: Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County

Bidder's Company/Business Name: Triangle Concrete Services Inc.

Bidder's TAX ID Number: [redacted]

***If Applicable*:** **HUB Vendor No.** NO **DBE Vendor No.** NO

Contact Person: Shannon Trahan **Title:** Project Manager

Phone Number (with area code): 409 861-1650

Alternate Phone Number if available (with area code): 409 454-0397

Fax Number (with area code):

Email Address: Shannon@tcsinc.build

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

1350 S. Major Dr
Address

Beaumont TX 77707
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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, ____, ____.

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

Triangle Concrete Services Inc
Company Name

1350 S. Major Dr
Address

Beaumont TX 77707
City State Zip

Signature of Person Authorized to Sign

Shannon Trahan
Printed Name

Project Manager
Title

For clarification of this offer, contact:

Shannon Trahan PM
Name & Title

4094540397
Phone Fax

Shannon@tcsinc.build
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: **Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant) Program Project for Jefferson County.**

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. 22-014/JW, Drainage Improvements for Drainage Ditch No. 110-B (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
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Interim Jefferson County Clerk

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BID FORM

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):			
Addendum 1	✓	Date Received	3/23/22
Addendum 2	✓	Date Received	3/29/22
Addendum 3		Date Received	

SCOPE OF WORK

The project scope for the Base bid includes but is not limited to:

- Traffic control as required, including all barricades, signs and traffic handling
- Furnish and install erosion control protection
- Preparing Right of Way and easement
- Removal of existing concrete liner and concrete riprap
- Excavation and shaping to the lines and grades shown in the plan as preparation for box culverts
- Placement of box culvert to the lines and grades shown in the plans
- Backfill box culverts as shown in the plans
- Placement of articulated mats to the line and grades shown in the plans
- Construct concrete riprap as shown in the plans
- Seed all disturbed area upon completion
- Final site clean up

BASE BID

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, project signage, NOT TO EXCEED 3% of project total bid for, Twenty two thousand and seventy six dollars and cents per LUMP SUM.		$22076.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
2	411 L.F.	**RIGHT OF WAY PREPARATION (Clear and Grub)** – Furnish all labor, equipment, and material necessary to remove and dispose of debris material (organic and non-organic) and removal of trees/brush from the right of way/easement, in accordance with the plans and specifications, for Sixty dollars and Eighty three cents per LINEAR FOOT.	$ 60.83	$ 25001.13
3	858 C.Y.	**EXCAVATION (Channel)** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for Thirty four dollars and twenty five cents per CUBIC YARD.	$ 34.25	$ 29386.50
4	686 C.Y.	**EMBANKMENT (Channel)** – Furnish all labor, equipment, and materials to install required material in strict accordance with the plans and specifications, for Forty five dollars and thirty seven cents per CUBIC YARD.	$ 45.37	$ 31,123.82
5	5 S.Y.	**REMOVAL OF CONCRETE RIPRAP** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for Two hundred and Sixty dollars and 0 cents per SQUARE YARD.	$ 260.00	$ 1300.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
6	411 L.F.	**REMOVAL OF CONCRETE LINER** – Furnish all labor, equipment, and materials to remove and dispose required material in strict accordance with the plans and specifications, for ninety seven _____ dollars and ninty five cents per LINEAR FOOT.	$ 97.95	$ 40257.45
7	400 L.F.	**CONCRETE BOX CULVERT (4'X6')** – Furnish all labor, equipment, and materials to install box culvert including but not limited to excavation, embankment, grading, shaping, backfill, placement, embedment and matting complete in place and in accordance with the plans and specifications, for One thousand one hundred sixty eight _____ dollars and twenty five cents per LINEAR FOOT.	1168.25	$ 467300.00
8	1 L.S.	**TIE IN EXISTING 18" CPP STORM SEWER** - Furnish all labor, equipment, and materials to tie in existing CPP including but not limited to additional storm sewer pipe, manufacture recommended connection, excavation, embankment, grading, shaping, backfill, placement, embedment and grouting complete in place and in accordance with the plans and specifications, for Six thousand five hundred _____ dollars and _____ cents per LUMP SUM.	$ 6500.00	$ 6500.00

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
9	3,269 S.F.	**CLOSED CELL BLOCK (ARMORTEC ARMORFLEX 45S)** - Furnish all labor, equipment, and materials to install closed cell block including but not limited to excavation, embankment, grading, shaping, backfill, and placement complete in place and in accordance with the plans and specifications, for twenty five dollars and forty six cents per SQUARE FEET.	$ 25.46	$ 83228.74
10	356 L.F.	**REMOVE AND REPLACE 6' WOOD FENCE** – Furnish all labor, equipment, and materials to remove and replace existing wood fence including but not limited to lumber, fasteners and concrete complete in place and in accordance with the plans and specifications, for fifty dollars and 0 cents per LINEAR FOOT.	$ 50.00	$ 17,800.00
11	1 L.S.	**TRENCH SAFETY PLAN** – 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 four thousand five hundred dollars and 0 cents per LUMP SUM.	$ 4500	$ 4500

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
12	410 L.F.	**TRENCH SAFETY SYSTEM** – Provide trench safety system in accordance with Specification Item No. 9500 for all excavations in excess or 5 feet deep, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for Fifty five _____ dollars and forty nine cents per LINEAR FEET.	$ 55.49	$ 22750.90
13	410 L.F.	**SPECIAL SHORING** – Provide special shoring in accordance with Specification Item No. 9500, complete in place, including design, supervision, maintenances, all in strict accordance with the plans and specifications, for Ten _____ dollars and _____ cents per LINEAR FEET.	$ 10.00	$ 4100.00
14	1 L.S.	**STORM WATER POLLUTION PREVENTION PLAN** – including administration, permits, construction entrance, preparation, implementation, maintenance, sediment control devices, furnished and installed, complete in place, in accordance with specification item 506 and the plans and specifications, for Eleven Thousand Seven hundred _____ dollars and 0 cents per LUMP SUM.	$ 11700	$ 11700.00

TOTAL BASE BID:

Seven hundred sixty seven thousand twenty three dollars

and sixty four cents ($ 767,023.64)

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.

Amounts are to be shown in both words and figures. Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the correct total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

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 acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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

TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of working days indicated in the Agreement.

Base Bid - 60 **Working Days**

Bidder accepts the provisions of the Agreement as to liquidated damages.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: 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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Hartmanns Building Specialties

Address:

Contact Person and Title: Kim Pipkin

Phone: 409 866 6103 Fax:

Email Address: Contract Period:

Scope of Work:

REFERENCE TWO

Government/Company Name: Coastal Ready Mix

Address:

Contact Person and Title: Dewey Romero

Phone: 409 781 0793 Fax:

Email Address: Contract Period:

Scope of Work:

REFERENCE THREE

Government/Company Name: WaoKesha Pearce Industries

Address:

Contact Person and Title: Ryan Pyburn

Phone: 409 658 6764 Fax:

Email Address: Contract Period:

Scope of Work:

SIGNATURE PAGE

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

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

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

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

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

Triangle Concrete Services Inc	[signature]
Bidder (Entity Name)	Signature
1350 S. Major Dr	Shannon Traha
Street & Mailing Address	Print Name
Beaumont TX 77707	4-6-2022
City, State & Zip	Date Signed
409 861-1650	
Telephone Number	Fax Number
Shannon@tcsinc.build	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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

Shannon Trahan PM

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

4-6-2022

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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 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: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **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:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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.**

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 is being disclosed.**

_____
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.**

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.**

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).

7

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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

THIS FORM IS FOR OFFICE USE ONLY

§ 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).

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.

GLO COMPLIANCE PACKAGE
GLO CONTRACTOR PROPOSAL CERTIFICATION

EQUAL HOUSING OPPORTUNITY

GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	**Contract Number:**
Contractor Name: Triangle Concrete Services Inc	
Contractor Address: 1350 S. Major Dr Beaumont TX 77707	**Phone:** 409 861-1650

1. 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.
2. 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).
3. 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.
4. 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.
5. 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

4-6-2022
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)

Triangle Concrete Services Inc. 1350 S. major Dr Beaumont TX 77707

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 RFP 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)

Shannon Trahan PM 4-6-2022

SIGNATURE 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: 1. That is 51% or more owned by Section 3 Resident(s); or 2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or 3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
☐ Is **NOT** a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)
☐ By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. 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.
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.
☐ By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name:_____ **Date:**_____

Authorized Representative Name:_____ **Signature:**_____

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

(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 10166, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008] § 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

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

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

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

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

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

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

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

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

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

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

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

(2) It is either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.8 Action by the Secretary of Labor upon applications.

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

§ 3.9 Prohibited payroll deductions.

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

§ 3.10 Methods of payment of wages.

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

§ 3.11 Regulations part of contract.

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

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized.

If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4-6-2022

Bidder (Legal Name of Firm): Triangle Concrete Services Inc.

Date Organized: 03/15/2006

Address: 1350 S. Major Dr

Beaumont, TX 77707

Date Incorporated 2006 Number of Years of Experience: 30+ Providing Similar Services: _____

Federal ID Number: [redacted]

Number of Years in contracting business under present name: 16

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

Triangle Civil Servias

Work Presently Under Contract:

Contract	Amount $	Completion Date
Nederland Dirt Contract	$3,698,650	Aug 2022
WWTP Detention Pond	$2,174,337	June 2022
Lumberton Early Childhood	$1,908,810	Aug 2022

Type of work performed by your company: Heavy Civil & Concrete Construction

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

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.)

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
Sabine Placement Levee	$409.120	Dec 2021
SETX Vet Clinic	$833,380	NOV 2021
Entergy Substation - Dayton	$388,816	Jan 2021

Major equipment available for this contract: Trackhoe, Skidsteer, Dump Trucks etc.

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: [redacted]

City & St: [redacted]

Credit av: [redacted]

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 6th day of April, 2022

Signature

Shannon Trahan PM

Printed Name and Title

Triangle Civil Services

Company Name

NOTARY STATEMENT:

Shannon Trahan being duly sworn, says that he/she is the Project Manager (Position/Title) of Mangle Civil Services (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 14th day of April, 2022.

Notary Public

Kristina M. Berwick

Signature

Kristina M. Berwick

Printed Name

My Commission Expires: 06/11/2024

NOTARY PUBLIC STATE OF TEXAS
Kristina Michelle Berwick
My Commission Expires
06/11/2024
ID No 10706649

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

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)

Triangle Concrete Services Inc
1350 S. major Dr
Beaumont TX 77707

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)

Shannon Trahan PM

4-6-2022

SIGNATURE DATE

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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

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

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

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any 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:

   (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)

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

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:

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_10@hud.gov *Covers the following states: Alaska, Idaho, Oregon, and Washington

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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 SUBCONTRACTOR 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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING 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:

- [x] 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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DEC

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: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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) "Non-resident 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 Triangle Concrete Services Inc [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	20 - 4522583
Company Name submitting bid/proposal:	Triangle Concrete Services Inc
Mailing address:	1350 S. Major Dr 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.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Shannon Trahan, the undersigned representative of (company or business name) Triangle Civil Services (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 2270.002, 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

4-6-2022
Date

On this 6th day of April, 2022, personally appeared Shannon Trahan, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Kristina M. Berwick
Notary Signature

04/06/22
Date

Kristina Michelle Berwick
My Commission Expires
06/11/2024
ID No 10706649

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 Shannon Trahan (name), who

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

"I, Kristina M. Berwick (name) am a duly authorized officer of/agent

for Triangle Civil Services (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Triangle Civil Services (name of firm).

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

Name and address of Bidder: Triangle Concrete Services Inc

1350 S. Major Dr Beaumont, TX 77707

Fax: _____ Telephone# 409 861-1650

by: Shannon Trahan (print name) Title: Project Manager

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

Shannon Trahan on

this the 6th day of April, 2022

Kristina M. Berwick

Notary Public in and for

the State of Texas

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTARY PUBLIC STATE OF TEXAS
Kristina Michelle Berwick
My Commission Expires
06/11/2024
ID No 10706649

"General Decision Number: TX20220052 02/25/2022

Superseded General Decision Number: TX20210052

State: Texas

Construction Type: Heavy

Counties: Jefferson and Orange Counties in Texas.

FLOOD CONTROL, including: Breakwaters, Channels, Channel Cut-offs, Dikes, Drainage Projects, Flood Control Projects, Irrigation Projects, Jetties, Land Drainage (not incidental to other construction), Land Leveling (not incidental to other construction), Land Reclamation, Levees, Pipelines, Ponds Pumping Stations (prefabricated drop-in not building), Revetments.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX1990-035 01/31/1990

	Rates	Fringes
CARPENTER	$ 10.965 **	.90

Heavy Equipment Operator
Heavy duty mechanic, blade grader (self-propelled), bull clam, backfiller, derrick (power operated, all types); dragline, push cat operator; bulldozer & all types of cat tractors; cable-way; backhoe, shovel, crane (power operated, all types), elevating grader (self-propelled), hoist (motor driven 2 drums or more), mix mobile, winch truck, locomotive crane, mixer (14 cubic feet or more), paving mixer (all sizes), scraper (heavy type over 3 CY), trench machine (all sizes), gradeall, high lift, foundation boring machine, gasoline or diesel driven welding machines (7 to 12 machines pumpcrete machines & drill operator, water well, tournapulls, DW-10 euclid, asphalt plants, crushing machines & batchplants,

scoopmobiles, fingerlifts,
open construction.....$ 7.25 **

LABORER.....$ 7.25 **

Light Equipment Operator
Air compressor, blade
grader (towed), flexplane,
form grader, mixer (less
than 14 cu. ft.), pumps
pulsometer, truck crane
driver, gasoline or diesel
driven welding machines (3
to 6 machines), hoist
(single drum), scrapers (3
cu. yds. or less).....$ 7.25 **

Oiler.....$ 7.25 **

Piledriver.....$ 7.25 **

PILEDRIVERMAN.....$ 11.26 ** .85

TRUCK DRIVER.....$ 7.25 **

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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

https://www.dol.gov/agencies/whd/government-contracts.

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 National Office because National Office has 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"

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 22-014/JW
IFB Title:	Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County
IFB Due:	**11:00 am CT, Wednesday, April 6, 2022**
Addendum No.:	1
Issued (Date):	March 23, 2022

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 Bid 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:
Deadline for Question Submission and Additional Project Information

- **Deadline for Questions:**
  The deadline for Bidders to submit questions is **5:00 pm CT, Monday, March 28, 2022.**
  Questions are to be submitted in writing to Jamey West at jwest@co.jefferson.tx.us
- **Project Cost Estimation:**
  A project cost estimation will not be released for this project
- **Bid Document Information:**
  Page 47 of the bid package (Acceptance of Offer) will be left blank

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)

Project Manager
Title of Person Signing Above

Triangle Concrete Services Inc
Typed Name of Business or Individual

1350 S. major Dr Beaumont TX 77707
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO IFB

IFB Number:	IFB 22-014/JW
IFB Title:	Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County
IFB Due:	**11:00 am CT, Wednesday, April 6, 2022**
Addendum No.:	2
Issued (Date):	March 28, 2022

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 Bid 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:
Addition of Appendix A to contract documents

- **Revised Table of Contents:**
  Includes revisions to the table of contents to add Appendix A
- **Appendix A:**
  Includes Project Condition/Mitigation Measure and Conditions

---

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)

Project Manager
Title of Person Signing Above

Triangle Concrete Services Inc
Typed Name of Business or Individual

1350 S. Major Dr Beaumont TX 77707
Address

JEFFERSON COUNTY, TEXAS
2021 GLO CDBG-DR DRAINAGE IMPROVEMENTS PROJECT
DRAINAGE DITCH 110-B
GLO CONTRACT NO. 20-065-121-C408

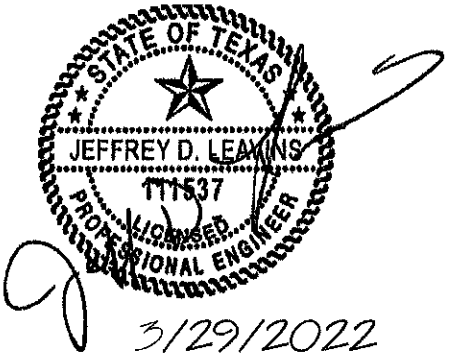
ISSUED ON MARCH 29, 2022

ADDENDUM NO. 2

1. The attached Table of Contents shall replace the original Table of Contents in the contract documents in its entirety.

2. The attached Appendix A shall be added to the contract documents.

END OF ADDENDUM NO. 2



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APPENDIX A

Mitigation Measures – Jefferson County - Ditch 110-B Project

RROF Received: 03/08/2022

AUGF Issued: 03/24/2022

City of Jefferson County is environmentally cleared as of March 24, 2022, for this project.

Project Conditions/Mitigation Measures and Conditions:

Endangered Species: The site should be assessed prior to construction to prevent impact to wildlife and/ or listed and endangered species. In addition, if wildlife enters the project area, the project construction activities should cease in that area and resume after the animal has had a chance to exit the area.

Historic Preservation: Above-Ground Resources- no historic properties are discovered or unanticipated effects on historic properties are found, work should cease in the immediate area; work can continue where no historic properties are present. Please contact THC Historic Programs Division at 512-463-5853 as well as the GLO to consult on further actions that maybe necessary to protect historic properties. Archeology Comments- No identified historic properties, archeological sites, or other cultural resources are present or affected. However, if cultural materials are encountered during project activities, work should cease in the immediate area; work can continue where no cultural materials are present. Please contact the THC's Archeology Division at 512-463-6096 as well as the GLO to consult on further actions that may be necessary to protect the cultural remains.

Item 100

Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Treat cuts on trees with an approved tree wound dressing within 20 min. of making a pruning cut or otherwise causing damage to the tree when shown on the plans. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Coordinate work with state and federal authorities when working in state or national forests or parks. Test, remove, and dispose of hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Removal of live utility facilities is not included in this Item. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage.

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Cut trees and stumps off to ground level when allowed by the plans or directed. Plug the remaining ends of abandoned underground structures over 3 in. in diameter with concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in accordance with local, state, and federal requirements.

3. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

4. PAYMENT

For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.12., "Final Acceptance."

Item 104
Removing Concrete

1. DESCRIPTION

Break, remove, and salvage or dispose of existing hydraulic cement concrete.

2. CONSTRUCTION

Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the Department. Accept ownership and properly dispose of broken concrete in accordance with federal, state, and local regulations unless otherwise shown on the plans.

3. MEASUREMENT

Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4. 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 "Removing Concrete" of the type specified. This price is full compensation for breaking the concrete; loading, hauling, and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be paid for directly but will be considered subsidiary to this Item.

Item 110
Excavation

1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. CONSTRUCTION

Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

2.1. **Rock Cuts.** Excavate to finish subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. Use approved embankment material compacted in accordance with Section 132.3.4., "Compaction Methods," to replace undercut material at no additional cost if excavation extends below finish subgrade.

2.2. **Earth Cuts.** Excavate to finish subgrade. Scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation in areas where base or pavement structure will be placed on subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods."

Take corrective measures as directed if unsuitable material is encountered below subgrade elevations.

2.3. **Subgrade Tolerances.** Excavate to within 1/2 in. in cross-section and 1/2 in. in 16 ft. measured longitudinally for turnkey construction. Excavate to within 0.1 ft. in cross-section and 0.1 ft. in 16 ft. measured longitudinally for staged construction.

3. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4. 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 "Excavation (Roadway)," "Excavation (Channel),"

"Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for authorized excavation; drying; undercutting subgrade and reworking or replacing the undercut material in rock cuts; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When a slide not due to the Contractor's negligence or operation occurs, payments for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation in backfill areas of retaining walls will not be measured or paid for directly but will be subsidiary to pertinent Items.

Item 132
Embankment

1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans:

- **Type A.** Granular material that is free from vegetation or other objectionable material and meets the requirements of Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤ 45
Plasticity index (PI)	Tex-106-E	≤ 15
Bar linear shrinkage	Tex-107-E	≥ 2

Perform the Linear Shrinkage test only as indicated in Tex-104-E.

- **Type B.** Materials such as rock, loam, clay, or other approved materials.
- **Type C.** Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- **Type D.** Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, "Legal Relations and Responsibilities," when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, "Preparing Right of Way," for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, "Sprinkling," and by rolling using equipment complying with Item 210, "Rolling," when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., "Compaction Methods."

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless

otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

3.1. **Earth Embankments.** Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.

Treat material in accordance with Item 260, "Lime Treatment (Road-Mixed)" or Item 275, "Cement Treatment (Road-Mixed)" when required. Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or mix abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material and mix embankment until a uniform material is attained.

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified.

3.2. **Rock Embankments.** Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.

Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity is in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.

3.3. **Embankments Adjacent to Culverts and Bridges.** Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."

3.4. **Compaction Methods.** Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on super elevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density Control," as shown on the plans.

3.4.1. **Ordinary Compaction.** Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the plans or the Engineer. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

3.4.2. **Density Control.** Compact each layer to the required density using equipment complying with Item 210, "Rolling." Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use Tex-114-E to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤ 15	≥ 98% D_a	
15 < PI ≤ 35	≥ 98% D_a and ≤ 102% D_a	≥ $W_{opt.}$
PI > 35	≥ 95% D_a and ≤ 100% D_a	≥ $W_{opt.}$

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should not exceed the value shown on the moisture-density curve, above optimum, required to achieve:

- 98% dry density for soils with a PI greater than 15 but less than or equal to 35 or
- 95% dry density for soils with PI greater than 35.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, "Proof Rolling," when shown on the plans or as directed. Correct soft spots as directed.

3.5. **Maintenance of Moisture and Reworking.** Maintain the density and moisture content once all requirements in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

3.6. **Acceptance Criteria.**

3.6.1. **Grade Tolerances.**

3.6.1.1. **Staged Construction.** Grade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

3.6.1.2. **Turnkey Construction.** Grade to within 1/2 in. in the cross-section and 1/2 in. in 16 ft. measured longitudinally.

3.6.2. **Gradation Tolerances.** Ensure no more than 1 of the 5 most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.

3.6.3. **Density Tolerances.** Ensure no more than 1 of the 5 most recent density tests for compaction work is outside the specified density limits, and no test is outside the limits by more than 3 pcf.

3.6.4. **Plasticity Tolerances.** Ensure no more than 1 of the 5 most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows:

4.1. **Final.** The cubic yard will be measured in its final position using the average end area method. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

4.2. **Original.** The cubic yard will be measured in its original and natural position using the average end area method.

4.3. **Vehicle.** The cubic yard will be measured in vehicles at the point of delivery.

When measured by the cubic yard in its final position, this is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas is paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

5. 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 "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216, "Proof Rolling."

All sprinkling and rolling, except proof rolling, will not be paid for directly but will be considered subsidiary to this Item, unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Item 158

Specialized Excavation Work

1. DESCRIPTION

Excavate, remove, use, or dispose of materials for erosion control or other specialized needs. Construct, shape, and rough in earthwork in conformance with the required lines, grades, and typical sections as shown on the plans, or as directed.

2. EQUIPMENT

Use equipment of the type specified on the plans unless otherwise approved. Use equipment that is able to consistently and efficiently produce the desired results.

2.1. **Dragline.** Self-propelled dragline with a minimum 1/2-cu. yd. bucket.

2.2. **Backhoe.** Tractor-mounted backhoe capable of excavating a trench at least 12 in. wide in one pass.

2.3. **Hydraulic Excavator.** Hydraulic excavator with a retractable, telescoping, rotatable boom attached to an interchangeable excavating or grading bucket at least 36 in. wide. The entire excavating mechanism must be mounted on a platform that rotates on a turntable assembly.

2.4. **Front-End Loader.** Tractor-mounted front-end loader with a minimum bucket capacity of 1-1/4 cu. yd.

3. CONSTRUCTION

Perform "Specialized Excavation Work" on the areas shown on the plans or as directed. Use suitable excavated materials, including topsoil, for constructing the required roadway sections. Compact material placed in embankment to ordinary compaction in accordance with Article 132.3., "Construction," unless otherwise shown on the plans. Accept ownership of all excavated material unless otherwise shown on the plans. Stockpile materials designated salvageable at designated sites. Properly dispose of excess excavated material in accordance with local, state, and federal requirements at locations outside the right of way.

4. MEASUREMENT

This Item will be measured by the hour of work performed for specified equipment or by the cubic yard. Measurement by the cubic yard will be further defined as follows:

4.1. **Original.** The cubic yard will be measured in its original position as computed by the method of average end areas.

4.2. **Vehicle.** The cubic yard will be measured in vehicles at the point of excavation.

5. PAYMENT

The work performed in accordance with this Item and measured by the hour as provided under "Measurement" will be paid for at the unit price bid for "Specialized Excavation Work" of the equipment type specified or; for cubic yard measurement, payment will be made at the unit price bid for "Specialized Excavation Work (Original)," or "Specialized Excavation Work (Vehicle)." This price is full compensation for hauling and disposing or stockpiling of excess materials and for equipment, labor, materials, tools, and incidentals. "Sprinkling" and "Rolling" will not be paid for directly but will be subsidiary to this Item.

Item 400

Excavation and Backfill for Structures

1. DESCRIPTION

Excavate for placement and construction of structures and backfill structures. Cut and restore pavement.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 401, "Flowable Backfill,"
- Item 421, "Hydraulic Cement Concrete," and
- DMS-4600, "Hydraulic Cement."

3. CONSTRUCTION

3.1. **Excavation.**

3.1.1. **General.** Excavate to the lines and grades shown on the plans or as directed. Provide slopes, benching, sheeting, bracing, pumping, and bailing as necessary to maintain the stability and safety of excavations up to 5 ft. deep. Excavation protection for excavations deeper than 5 ft. are governed by Item 402, "Trench Excavation Protection," and Item 403, "Temporary Special Shoring." Use satisfactory excavated material as backfill or as embankment fill in accordance with Item 132, "Embankment." Dispose of material not incorporated into the final project off the right of way in accordance with federal, state, and local regulations.

Keep any topsoil that has been removed separate, and replace it, as nearly as feasible, in its original position when excavating for installation of structures across private property or beyond the limits of the embankment. Restore the area to an acceptable condition.

Excavate drilled shafts in accordance with Item 416, "Drilled Shaft Foundations."

3.1.1.1. **Obstructions.** Remove obstructions to the proposed construction, including trees and other vegetation, debris, and structures, over the width of the excavation to a depth of 1 ft. below the bottom of excavation. Remove as required to clear the new structure and plug in an approved manner if abandoned storm drains, sewers, or other drainage systems are encountered. Restore the bottom of the excavation to grade by backfilling after removing obstructions in accordance with this Item. Dispose of surplus materials in accordance with federal, state, and local regulations.

3.1.1.2. **Excavation in Streets.** Cut pavement and base to neat lines when structures are installed in streets, highways, or other paved areas. Restore pavement structure after completion of excavation and backfilling.

Maintain and control traffic in accordance with the approved traffic control plan and the TMUTCD.

3.1.1.3. **Utilities.** Comply with the requirements of Article 7.15., "Responsibility for Damage Claims." Conduct work with minimum disturbance of existing utilities, and coordinate work in or near utilities with the utility owners. Inform utility owners before work begins, allowing them enough time to identify, locate, reroute, or make other adjustments to utility lines.

Avoid cutting or damaging underground utility lines that are to remain in place. Promptly notify the utility company if damage occurs. Provide temporary flumes across the excavation while open if an active sanitary

sewer line is damaged during excavation, and restore the lines when backfilling has progressed to the original bedding lines of the cut sewer.

3.1.1.4. **De-Watering**. Construct or place structures in the presence of water only if approved. Place precast members, pipe, and concrete only on a dry, firm surface. Remove water by bailing, pumping, well-point installation, deep wells, underdrains, or other approved method.

Remove standing water in a manner that does not allow water movement through or alongside concrete being placed if structures are approved for placement in the presence of water. Pump or bail only from a suitable sump separated from the concrete work while placing structural concrete or for a period of at least 36 hr. thereafter. Pump or bail during placement of seal concrete only to the extent necessary to maintain a static head of water within the cofferdam. Pump or bail to de-water inside a sealed cofferdam only after the seal has aged at least 36 hr.

Place a stabilizing material in the bottom of the excavation if the bottom of an excavation cannot be de-watered to the point the subgrade is free of mud or it is difficult to keep reinforcing steel clean. Use flexible base, cement-stabilized base or backfill, lean concrete, or other approved stabilizing material. Provide concrete with at least 275 lb. of cement per cubic yard, if lean concrete is used, and place to a minimum depth of 3 in. Stabilizing material placed for the convenience of the Contractor will be at the Contractor's expense.

3.1.2. **Bridge Foundations and Retaining Walls**. Do not disturb material below the bottom of footing grade. Do not backfill to compensate for excavation that has extended below grade. Fill the area with concrete at the time the footing is placed if excavation occurs below the proposed footing grade. Additional concrete placed will be at the Contractor's expense.

Take core samples to determine the character of the supporting materials if requested. Provide an intact sample adequate to judge the character of the founding material. Take these cores when the excavation is close to completion. Cores should be approximately 5 ft. deeper than the proposed founding grade.

Remove loose material if the founding stratum is rock or another hard material, and clean and cut it to a firm surface that is level, stepped, or serrated, as directed. Clean out soft seams, and fill with concrete at the time the footing is placed.

Place the foundation once the Engineer has inspected the excavation and authorized changes have been made to provide a uniform bearing condition if the material at the footing grade of a retaining wall, bridge bent, or pier is a mixture of compressible and incompressible material.

3.1.3. **Cofferdams**. The term "cofferdam" designates any temporary or removable structure constructed to hold surrounding earth, water, or both out of the excavation whether the structure is formed of soil, timber, steel, concrete, or a combination of these. Use pumping wells or well points for de-watering cofferdams if required.

Submit details and design calculations for sheet-pile or other types of cofferdams requiring structural members bearing the seal of a licensed professional engineer for review before constructing the cofferdam. The Department reserves the right to reject designs. Design structural systems to comply with the AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Interior dimensions of cofferdams must provide enough clearance for the construction, inspection, and removal of required forms and, if necessary, enough room to allow pumping outside the forms. Extend sheet-pile cofferdams well below the bottom of the footings, and make concrete seals as well braced and watertight as practicable.

Use Class E concrete for foundation seals unless otherwise specified. Place concrete foundation seals in accordance with Item 420, "Concrete Substructures." Seals placed for the convenience of the Contractor will be at the Contractor's expense.

Make the excavation deep enough to allow for swelling of the material at the base of the excavation during pile-driving operations when the Engineer judges it to be impractical to de-water inside a cofferdam and a

concrete seal is to be placed around piling driven within the cofferdam. Remove swelling material to the bottom of the seal grade after driving the piling. Remove the foundation material to exact footing grades where it is possible to de-water inside the cofferdam without placing a seal after driving piling. Do not backfill a foundation to compensate for excavation that has been extended below grade; fill such areas below grade with concrete at the time the seals or footings are placed.

Remove cofferdams after completing the substructure without disturbing or damaging the structure unless otherwise provided.

3.1.4. **Culverts and Storm Drains.** When the design requires special bedding conditions for culverts or storm drains, an excavation diagram will be shown on the plans. Do not exceed these limits of excavation.

Construct pipe structures in an open cut with vertical sides extending to a point 1 ft. above the pipe unless otherwise shown on the plans. When site conditions or the plans do not prohibit sloping the cut, the excavation may be stepped or laid back to a stable slope beginning 1 ft. above the pipe. Maintain the stability of the excavation throughout the construction period.

Construct the embankment for pipe to be installed in fill above natural ground to an elevation at least 1 ft. above the top of the pipe, and then excavate for the pipe.

3.1.4.1. **Unstable Material.** Remove the material to a depth of no more than 2 ft. below the grade of the structure when unstable soil is encountered at established footing grade, unless the Engineer authorizes additional depth. Replace soil removed with stable material in uniform layers no greater than 8 in. deep (loose measurement). Each layer must have enough moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

Use special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other approved material when it is not feasible to construct a stable foundation as outlined above.

3.1.4.2. **Incompressible Material.** Remove the incompressible material to 6 in. below the footing grade, backfill with an approved compressible material, and compact in accordance with Section 400.3.3., "Backfill," if rock, part rock, or other incompressible material is encountered at established footing grade while placing prefabricated elements.

3.2. **Shaping and Bedding.** Place at least 2 in. of fine granular material for precast box sections on the base of the excavation before placing the box sections. Use bedding as shown in Figure 1 for pipe installations. Use Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material. Undercut the excavation at least 4 in. where cement-stabilized backfill is indicated on the plans and backfill with stabilized material to support the pipe or box at the required grade.

B_c - Outside diameter or horizontal dimension

D - Inside diameter of pipe

d - Min. bedding material below pipe

D	d
≤ 27"	3"
30" to 60"	4"
≥ 66"	6"

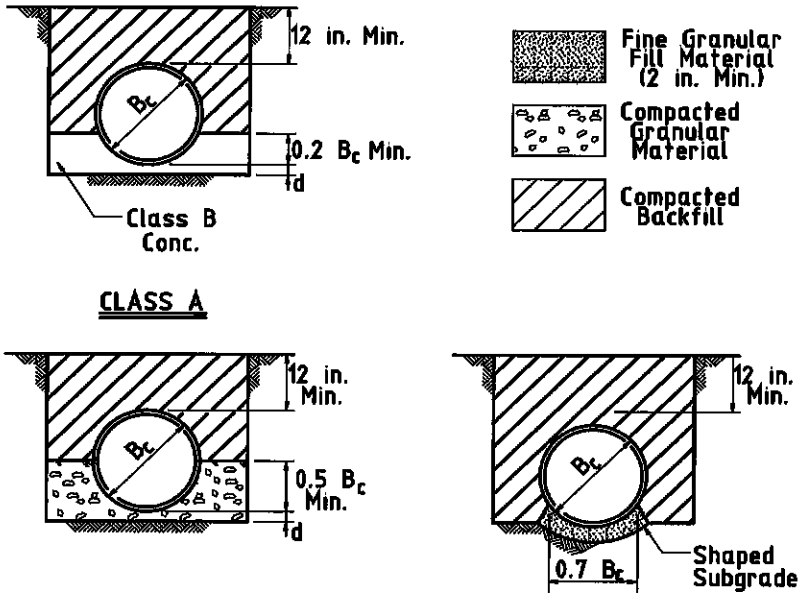

Figure 1
Bedding Diagrams

3.3. **Backfill.**

3.3.1. **General.** Backfill the excavation after placement of the permanent structure as soon as practical. Use backfill free from stones large enough to interfere with compaction; large or frozen lumps that will not break down readily under compaction; and wood or other extraneous material. Obtain backfill material from excavation or from other sources.

Place backfill in layers no greater than 10 in. deep (loose measurement) in areas not supporting a completed roadbed, retaining wall, or embankment. Place backfill in uniform layers no greater than 8 in. deep (loose measurement) in areas supporting a portion of a roadbed, retaining wall, or embankment. Compact each layer to meet the density requirements of the roadbed, retaining wall, embankment material, or as shown on the plans.

Bring each layer of backfill material to the moisture content needed to obtain the required density. Use mechanical tamps or rammers to compact the backfill. Rollers may be used to compact backfill if feasible.

Cohesionless materials may be used for backfilling. Use cohesionless materials that conform to the requirements of Table 1.

Table 1
Cohesionless Material Gradation Limits

Sieve Size	Percent Retained
3"	0
#10	Note 1
#200	90–100

1. No. 10 sieve requirements are 0 to 30% retained when used as aggregate for cement-stabilized backfill.

Compact cohesionless materials using vibratory equipment, water-ponding, or a combination of both.

3.3.2. **Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts.** Place backfill against the structure only after the concrete has reached the design strength required in Item 421, "Hydraulic Cement Concrete."

Backfill retaining walls with material meeting the requirements of Item 423, "Retaining Walls." Backfill around bridge foundations, manholes/inlets and culverts using material with particles no more than 4 in. in greatest dimension and a gradation that permits thorough compaction. Use rock or gravel mixed with soil if the percentage of fines is enough to fill all voids and ensure a uniform and thoroughly compacted mass of proper density.

Use mechanical tamps and rammers to avoid damage to the structure where backfill material is being placed too close to the structure to permit compaction with blading and rolling equipment.

Avoid wedging action of backfill against structures. Step or serrate slopes bounding the excavation to prevent such action. Place backfill uniformly around bridge foundations. Place backfill equally and in uniform layers along both sides of manholes/inlets and culverts.

The Engineer may require backfilling of structures excavated into hard, erosion-resistant material, and subject to erosive forces, with stone or lean concrete.

Box culverts may be opened to traffic as soon as enough backfill and embankment has been placed over the top to protect culverts against damage from heavy construction equipment. Repair damage to culvert caused by construction traffic at no additional expense to the Department.

3.3.3. **Pipe.** Bring backfill material to the proper moisture condition after installing bedding and pipe as required and place it equally along both sides of the pipe in uniform layers no greater than 8 in. deep (loose measurement). Compact each lift mechanically. Thoroughly compact materials placed under the haunches of the pipe to prevent damage or displacement of the pipe. Place backfill in this manner to the top-of-pipe elevation. Place and compact backfill above the top of the pipe in accordance with Section 400.3.3.1., "General."

The Engineer may reject backfill material containing more than 20% by weight of material retained on a 3 in. sieve with large lumps not easily broken down or that cannot be spread in loose layers. Material excavated by a trenching machine will generally meet the requirements of this Section as long as large stones are not present.

Place and compact additional material where pipe extends beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved until the minimum cover has been provided.

3.3.4. **Cement-Stabilized Backfill.** Backfill the excavation to the elevations shown with cement-stabilized backfill when shown on the plans. Use cement-stabilized backfill that contains aggregate conforming to the gradation limits shown in Table 1, water, and a minimum of 7% hydraulic cement based on the dry weight of the aggregate, in accordance with Tex-120-E.

Place cement-stabilized backfill equally along the sides of structures to prevent strain on or displacement of the structure. Fill voids when placing cement-stabilized backfill. Use hand-operated tampers if necessary to fill voids.

3.3.5. **Flowable Backfill.** Backfill the excavation with flowable backfill to the elevations indicated when shown on the plans. Prevent the structure from being displaced during the placement of the flowable fill, and prevent flowable fill from entering manholes/inlets and culverts, and drainage structures.

4. MEASUREMENT

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Structural Excavation.** Unless shown on the plans as a pay item, structural excavation quantities shown are for information purposes only.

When structural excavation is specified as a pay item, structural excavation for pipe headwalls, inlets, manholes, culvert or storm drain extensions less than 15 ft. long, bridge abutments, retaining walls, and side road and private entrance pipe culverts will not be measured. No allowance will be made for variance from plans quantity incurred by an alternate bid.

When specified as a pay item, structural excavation will be measured by the cubic yard as computed by the average end areas method. Excavation diagrams on the plans take precedence over the provisions of this Article.

4.1.1. **Boundaries of Measurement.**

4.1.1.1. **Pipe.**

4.1.1.1.1. **Pipe up to 42 Inches.** For pipe up to 42 in. nominal or equivalent diameter, no material outside of vertical planes 1 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

4.1.1.1.2. **Pipe Larger than 42 Inches.** For pipes larger than 42 in. nominal or equivalent diameter, no material outside of vertical planes located 2 ft. beyond and parallel to the horizontal projection of the outside surfaces of the pipe will be included.

Quantities for excavation in fill above natural ground include 1 ft. above the top of the pipe regardless of the height of completed fill. Excavation for pipe will be measured between the extreme ends of the completed structure including end appurtenances as shown on the plans and from centerline to centerline of inlets, manholes, etc.

4.1.1.2. **Structural Plate Structures.** No material outside of vertical planes 3 ft. beyond and parallel to the horizontal projection of the outside surfaces of the structure will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the limits of measurement will be extended to vertical planes located 1/2 of the span beyond the horizontal projection of the outside surfaces of the structure.

4.1.1.3. **Footings, Walls, Boxes, and Other Excavation.** No material outside of vertical planes 1 ft. beyond and parallel to the edges of the footings or outside walls will be included whether or not a cofferdam or shoring is

used. When plans provide the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

Where excavation in addition to that allowed for the footings is required for other portions of the structure, measurement for the additional excavation will be limited laterally by vertical planes 1 ft. beyond the face of the member and parallel to it, and vertically to a depth of 1 ft. below the bottom of the member.

4.1.1.4. **Excavation near Roadways and Channels.** At structure sites other than culverts and pipe excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation. Roadway and channel excavation will be paid under Item 110, "Excavation." For culverts except side road and private entrance culverts, excavation within the limits of the structure and below or outside the limits of the completed roadway excavation will be measured as structural excavation.

4.1.2. **Falsework.** No measurement will be made for excavation necessary for placing forms or falsework that exceeds the limits given in Section 400.4.1.1., "Boundaries of Measurement."

4.1.3. **Swelling.** Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile-driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile-driving operations.

4.1.4. **Cave-Ins.** Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

4.1.5. **Undercut.** Where rock or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade directed to be removed will be measured for payment.

4.1.6. **Grade Change.** Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized.

4.2. **Cement-Stabilized Backfill.** Cement-stabilized backfill will be measured by the cubic yard as shown on the plans.

4.3. **Cutting and Restoring Pavement.** Cutting and restoring pavement will be measured by the square yard as shown on the plans. Excavation below pavement or base will be measured as structural excavation of the pertinent type.

5. PAYMENT

5.1. **Structural Excavation.** Unless specified as a pay item, structural excavation and backfill performed, and material furnished in accordance with this Item will not be paid for directly but are subsidiary to pertinent Items.

When structural excavation is specified as a pay item, the excavation and backfill work performed, and materials furnished will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Box)," "Structural Excavation (Pipe)," and "Structural Excavation (Bridge)." This price includes concrete to compensate for excavation that has extended below grade for bridge foundations and retaining walls, and backfilling and compacting areas that were removed as part of structural excavation.

Cofferdams or other measures necessary for supporting excavations less than 5 ft. deep will not be measured or paid for directly but will be subsidiary to the Contract.

Foundation seal concrete for cofferdams, when required, will be paid for as provided in the pertinent Items. If no direct method of payment is provided in the Contract, the work will be measured and paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Seal placed for the convenience of the Contractor will not be paid for.

Unless otherwise provided, stone or lean concrete backfill around structures as provided for in Section 400.3.3.2., "Bridge Foundations, Retaining Walls, Manholes/Inlets, and Box Culverts," will be measured and paid for as extra work in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When structural excavation is specified as a pay item, a partial payment of 50% of the bid price will be made for structural excavation completed to the satisfaction of the Engineer but not backfilled. The remaining amount will be paid upon completion of backfilling. When the Contractor elects to excavate beyond plan requirements, no measurement will be made of the additional volume.

5.2. **Removal and Replacement of Unsuitable or Incompressible Material.** Removal and replacement of material will be paid for if directed. Removal and replacement of material or placement of special material made necessary by the softening of founding material due to the Contractor's sequence of work or operation, will be at the Contractor's expense. Special material used or additional excavation made for the Contractor's convenience will not be paid for.

5.2.1. **Structural Excavation as a Pay Item.** Where special materials are not required or specified, payment for the removal and replacement of unstable or incompressible material will be made at a price equal to 200% of the unit price bid per cubic yard for Structural Excavation. When the Contractor elects to remove and replace material deeper than directed, no measurement will be made on that portion below the directed elevation. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, payment for excavation below footing grades will be made at the unit price bid for Structural Excavation. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items in the Contract, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.2.2. **Structural Excavation Not a Pay Item.** Where special materials for backfill are not required or specified, payment for the authorized removal and replacement of unstable or incompressible material will be measured and paid for at $15 per cubic yard of material removed. This price is full compensation for removing the unstable or incompressible material; furnishing, hauling, placing, and compacting suitable replacement material; and equipment, labor, tools, and incidentals.

When the plans specify or when directed, the use of special materials such as flexible base, cement-stabilized base, cement-stabilized backfill, or other special material, excavation below the footing grades will be paid for at $10 per cubic yard. Payment for furnishing, hauling, placing, and compacting the flexible base, cement-stabilized base, cement-stabilized backfill, or other special materials will be made at the unit price bid for these items, or, if the required material is not a bid item, in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

5.3. **Lowering of a Structure Foundation.** If the Engineer requires a structure foundation to be lowered to an elevation below the grade shown on the plans, overexcavation will be paid in accordance with Table 2.

Table 2
Payment for Required Overexcavation

Variance of Revised Footing Grade from Plan Grade	Payment Terms	Variance of Revised Footing Grade from Plan Grade
	"Structural Excavation" is a Bid Item	"Structural Excavation" is not a Bid Item
Up to and including 5 ft.	Unit price equal to 115% of unit price bid for "Structural Excavation"	$10 per cubic yard
Over 5 ft. up to 10 ft.	Unit price equal to 125% of unit price bid for "Structural Excavation"	$12 per cubic yard
Over 10 ft.	In accordance with Article 9.7., "Payment for Extra Work and Force Account Method."	

5.4. **Cement-Stabilized Backfill**. Cement-stabilized backfill will be paid for at the unit price bid for "Cement-Stabilized Backfill."

5.5. **Cutting and Restoring Pavement**. Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damage to base or pavement incurred outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation including removing obstructions and plugging drainage systems; bedding and backfilling including placing, sprinkling and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills; explosives; disposition of surplus material; cutting pavement and base to neat lines; and materials, hauling, equipment, labor, tools, and incidentals.

Flowable backfill will be paid for as provided in Item 401, "Flowable Backfill." Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."

Item 401
Flowable Backfill

1. DESCRIPTION

Furnish and place flowable backfill for trench, hole, or other void.

2. MATERIALS

Use materials from prequalified sources listed on the Department website. Use materials from non-listed sources only when tested and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

1.1 **Cement**. Furnish cement in accordance with DMS-4600, "Hydraulic Cement."

2.2 **Fly Ash**. Furnish fly ash in accordance with DMS-4610, "Fly Ash."

2.3 **Chemical Admixtures**. Furnish chemical admixtures in accordance with DMS-4640, "Chemical Admixtures for Concrete." Use specialty type admixtures to enhance the flowability, reduce shrinkage, and reduce segregation by maintaining solids in suspension when necessary. Use and proportion all admixtures in accordance with the manufacturer's recommendations.

2.4 **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"	100
#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-E.

1.5 **Mixing Water**. Use mixing water in accordance with Item 421, "Hydraulic Cement Concrete."

3. CONSTRUCTION

Submit a construction method and plan, including mix design, for approval. Provide a means of filling the entire void area, and be able to demonstrate this has been accomplished. Prevent the movement of any inserted structure from its designated location. Remove and replace or correct the problem if voids are found in the fill or any of the requirements are not met as shown on the plans without additional cost to the Department.

Furnish a mix meeting the requirements of Table 2 unless otherwise shown on the plans.

Table 2
Flowable Fill Mix Design Requirements

Property	Excavatable	Non-Excavatable	Test Method
28-day Compressive Strength,[1] psi	80 to 200	> 200	ASTM D4832
Consistency,[2] Min diameter, in.	8		ASTM D6103
Unit Weight, pcf	90 to 125	100 to 145	ASTM D6023
Air Content, %	10 to 30	5 to 15	ASTM D6023

1. Average of 2 specimens.
2. Mixture must not segregate.

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.

4. 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.

5. 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.

Item 402

Trench Excavation Protection

1. DESCRIPTION

Furnish and place excavation protection for trenches 5 ft. or greater in depth.

2. CONSTRUCTION

Provide vertical or sloped cuts, benches, shields, support systems, or other systems providing the necessary protection in accordance with OSHA Standards and Interpretations, 29 CFR Part 1926, Subpart P, "Excavations."

3. MEASUREMENT

This Item will be measured by the foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.

4. 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 "Trench Excavation Protection." This price is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

Item 403

Temporary Special Shoring

1. DESCRIPTION

Furnish and install temporary shoring to hold the surrounding earth, water, or both out of the work area.

2. MATERIALS

Furnish new or used materials. Furnish materials that meet the requirements of Item 423, "Retaining Walls," when using temporary Mechanically Stabilized Earth (MSE) walls. Furnish materials that meet the requirements of Item 410, "Soil Nail Anchors," or Item 411, "Rock Nail Anchors," when using temporary nailed walls (rock or soil).

3. CONSTRUCTION

The Contractor is responsible for the temporary special shoring design unless complete details are included on the plans. Submit details and design calculations bearing the seal of a licensed professional engineer before constructing the shoring. The Department reserves the right to reject designs. Design the shoring to comply with OSHA Standards and Interpretations, 29 CFR Part 1926, Subpart P, "Excavations." Design structural systems to comply with AASHTO *Standard Specifications for Highway Bridges* or AASHTO LRFD *Bridge Design Specifications*. Design shoring subject to railroad loading to comply with the AREMA *Manual for Railway Engineering* and any additional requirements of the railway being supported.

Provide vertical or sloped cuts, benches, shields, support systems, or other systems to provide the necessary protection in accordance with the approved design. Construct temporary MSE walls, when used, in accordance with Item 423, "Retaining Walls." Construct temporary nailed walls (rock or soil), when used, in accordance with Item 410, "Soil Nail Anchors," or Item 411, "Rock Nail Anchors."

4. MEASUREMENT

This Item will be measured by the square foot of surface area of a vertical plane at the face of the shoring between the top of the ground being supported and the minimum protection grade line shown on the plans. If no minimum protection grade is shown on the plans, the lowest required excavated elevation will be used. Shoring projecting above the level of the ground being supported will not be measured. When excavation techniques (e.g., sloped cuts or benching) are used to provide the necessary protection, the surface area for payment will be calculated based on the area described by a vertical plane adjacent to the structure.

5. 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 "Temporary Special Shoring." This price is full compensation for excavation and backfill; furnishing, placing and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.

No payment will be made for special shoring made necessary by the selection of an optional design or sequence of work that creates the need for shoring.

Item 420
Concrete Substructures

1. DESCRIPTION

Construct concrete substructures including footings, columns, caps, abutments, piers, culverts, other bridge substructure elements, and other concrete structures as indicated.

2. MATERIALS

2.1. **Concrete.** Provide concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide the class of concrete for each type of structure or unit as shown on the plans or in pertinent governing specifications.

2.2. **Grout or Mortar.** Provide grout for dowelling anchors or precast connections in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications."

2.3. **Latex Curing Materials.** Provide an acrylic-polymer latex admixture (acrylic resin emulsion per DMS-4640, "Chemical Admixtures for Concrete") suitable for producing polymer-modified concrete or mortar. Do not allow latex to freeze.

2.4. **Reinforcing Steel.** Provide reinforcing steel in accordance with Item 440, "Reinforcement for Concrete."

2.5. **Expansion Joint Material.** Provide materials in accordance with DMS-6310, "Joint Sealants and Fillers."

- Provide preformed fiber expansion joint material that conforms to the dimensions shown on the plans.
- Provide preformed bituminous fiber material unless otherwise specified.
- Provide asphalt board that conforms to dimensions shown on the plans.
- Provide re-bonded neoprene filler that conforms to the dimensions shown on the plans.

2.6. **Waterstop.** Provide rubber or polyvinyl chloride (PVC) waterstops in accordance with DMS-6160, "Water Stops, Nylon Reinforced Neoprene Sheet, and Elastomeric Pads," unless otherwise shown on the plans.

2.7. **Curing Materials.** Provide membrane curing compounds in accordance with DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

Provide cotton mats that consist of a filling material of cotton "bat" or "bats" (at least 12 oz. per square yard) completely covered with unsized cloth (at least 6 oz. per square yard) stitched longitudinally with continuous parallel rows of stitching spaced at less than 4 in., or tuft both longitudinally and transversely at intervals less than 3 in. Provide cotton mats that are free from tears and in good general condition. Provide a flap at least 6 in. wide consisting of 2 thicknesses of the covering and extending along 1 side of the mat.

Provide polyethylene sheeting that is at least 4 mils thick and free from visible defects. Provide only clear or opaque white sheeting when the ambient temperature during curing exceeds 90°F or when applicable to control temperature during mass pours.

Provide burlap-polyethylene mats made from burlap impregnated on 1 side with a film of opaque white pigmented polyethylene, free from visible defects. Provide laminated mats that have at least 1 layer of an impervious material such as polyethylene, vinyl plastic, or other acceptable material (either as a solid sheet or impregnated into another fabric) and are free of visible defects.

Provide burlap material which complies with AASHTO M 182, Class 3 (10 oz. per square yard) with the following additions:

- Manila hemp may also be used to make burlap.
- Do not use burlap fabricated from bags.
- Do not use burlap containing any water soluble ingredient which will retard the setting time of concrete.

Provide used burlap complying with the requirements stated above and that has only been used previously for curing concrete. "Like new" cleanliness is not expected, but contamination with any substance foreign to the concrete curing process, such as grease or oil, will be cause for rejection.

2.8. **Epoxy**. Provide epoxy materials in accordance with DMS-6100, "Epoxies and Adhesives," unless otherwise specified.

3. EQUIPMENT

3.1. **Transporting and Placing Equipment**. Use appropriate transporting and placing equipment such as buckets, chutes, buggies, belt conveyors, pumps, or other equipment as necessary. Ensure concrete is not transported or conveyed through equipment made of aluminum.

Use tremies to control the fall of concrete or for underwater placement. Use tremies that are watertight and of large enough diameter to allow the placement of the concrete but less than 14 in. in diameter. Construct the tremie so the bottom can be sealed and opened once the tremie has been fully charged with concrete for underwater placements.

Use pumps with lines at least 5 in. inside diameter (I.D.) where Grade 2 or smaller coarse aggregate is used, and at least 8 in. I.D. for Grade 1 coarse aggregate.

3.2. **Vibrators**. Use immersion-type vibrators for consolidation of concrete. Provide at least 1 standby vibrator for emergency use. Furnish vibrator head covered by a rubberized or elastomeric cover when used near epoxy coated reinforcing steel.

3.3. **Temperature Recording Equipment**. Use strip chart temperature recording devices, recording maturity meters in accordance with Tex-426-A, or other approved devices that are accurate to within ±2°F within the range of 32°F to 212°F for mass concrete operations, cold weather placements, and as otherwise specified.

3.4. **Artificial Heating Equipment**. Use artificial heating equipment as necessary for maintaining the concrete temperatures as specified in Section 420.4.7.11., "Placing Concrete in Cold Weather."

3.5. **Spraying Equipment**. Use mechanically powered pressure sprayers, either air or airless, with appropriate atomizing nozzles for the application of membrane curing. Use hand-pressurized spray equipment with 2 or 3 fan-spray nozzles if approved. Ensure the spray from each nozzle overlaps the spray from adjacent nozzles by approximately 50%.

3.6. **Concrete Testing Equipment**. Provide testing equipment for use by the Engineer in accordance with Section 421.3.3., "Testing Equipment."

4. CONSTRUCTION

Obtain approval for proposed construction methods before starting work. Approval of construction methods and equipment does not relieve the Contractor's responsibility for safety or correctness of methods, adequacy of equipment, or completion of work in full accordance with the Contract.

Unless otherwise shown on the plans, it is the Contractor's option to perform testing on structural concrete (structural classes of concrete are identified in Table 8 of Section 421.4.1., "Classification of Concrete Mix Designs,") to determine the in-situ strength to address the schedule restrictions in Section 420.4.1., "Schedule Restrictions." The Engineer may require the Contractor to perform this testing for concrete placed in cold weather. Make enough test specimens for Contractor-performed testing to ensure strength

requirements are met for the operations listed in Section 420.4.1., "Schedule Restrictions." Make at least 1 set of test specimens for each element cast each day. Cure these specimens under the same conditions as the portion of the structure involved for all stages of construction. Ensure safe handling, curing, and storage of all test specimens. Provide testing personnel, and sample and test the hardened concrete in accordance with Section 421.4.8., "Sampling and Testing of Concrete." The maturity method, Tex-426-A, may be used for in-situ strength determination for schedule restrictions if approved. Coring will not be allowed for in-situ strength determination for schedule restrictions. Provide the Engineer the opportunity to witness all testing operations. Report all test results to the Engineer.

If the Contractor does not wish to perform schedule restriction testing, the Engineer's 7-day lab-cured tests, performed in accordance with Article 421.5., "Acceptance of Concrete," will be used for schedule restriction determinations. The Engineer may require additional time for strength gain to account for field curing conditions such as cold weather.

4.1. **Schedule Restrictions**. Construct and open completed structures to traffic with the following limitations unless otherwise shown on the plans:

4.1.1. **Setting Forms**. Attain at least 2,500 psi compressive strength before erecting forms on concrete footings supported by piling or drilled shafts, or on individual drilled shafts. Erect forms on spread footings and culvert footings after the footing concrete has aged at least 2 curing days as defined in Section 420.4.10., "Curing Concrete." Place concrete only after the forms and reinforcing steel have been inspected by the Engineer.

Support tie beam or cap forms by falsework on previously placed tie beams only if the tie beam concrete has attained a compressive strength of 2,500 psi and the member is properly supported to eliminate stresses not provided for in the design. Maintain curing as required until completion of the curing period.

Place superstructure forms or falsework on the substructure only if the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.2. **Removal of Forms and Falsework**. Keep in place weight-supporting forms and falsework for bridge components and culvert slabs until the concrete has attained a compressive strength of 2,500 psi in accordance with Section 420.4.11., "Removal of Forms and Falsework." Keep all forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."

4.1.3. **Placement of Superstructure Members**. Erect or place superstructure members or precast substructure members only after the substructure concrete has attained a compressive strength of 3,000 psi.

4.1.4. **Opening to Traffic**. Direct traffic culverts may be opened to construction traffic when the design strength specified in Section 421.4.1., "Classification of Concrete Mix Design," has been attained if curing is maintained. Obtain approval before opening direct traffic culverts to the traveling public. Open other noncritical structural and nonstructural concrete for service upon the completion of curing unless otherwise specified or directed.

4.1.5. **Post-Tensioned Construction**. Ensure strength requirements on the plans for structural elements designed to be post-tensioned are met for stressing and staged loading of structural elements.

4.1.6. **Backfilling**. Backfill in accordance with Section 400.3.3., "Backfill."

4.2. **Plans for Falsework and Forms**. Submit plans for falsework and forms for the following items: vertical forms for piers and single column bents; load supporting forms for caps and tie-beams; form attachments for bridges to be widened; and other items as indicated or directed. Provide design calculations when requested. Show all essential details of proposed forms, falsework, and bracing. Have a licensed professional engineer design, seal,,and sign these plans. Department approval is not required, except as noted in Table 1 of Item 5, "Control of the Work," when forms or falsework are located such that public safety can be affected, but the Department reserves the right to request modifications to the plans. The Contractor is responsible for the adequacy of these plans. Design job-fabricated formwork assuming a weight of 150 pcf for concrete, and

include a liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

4.3. **Falsework**. Design and construct falsework to safely carry the maximum anticipated loads, including wind loads, and to provide the necessary rigidity. Consult AASHTO's *Guide Design Specifications for Bridge Temporary Works* and *Construction Handbook for Bridge Temporary Works* for falsework and shoring information not indicated below. Submit details in accordance with Section 420.4.2., "Plans for Falsework and Forms."

Design job-fabricated falsework assuming a weight of 150 pcf for concrete, and include a minimum liveload allowance of 50 psf of horizontal surface of the form. Do not exceed 125% of the allowable stresses used by the Department for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used in falsework. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide timber that is sound, in good condition, and free from defects that would impair its strength. Provide timber that meets or exceeds the species, size, and grade requirements in the submitted falsework plans.

Provide wedges made of hardwood or metal in pairs to adjust falsework to desired elevations to ensure even bearing. Do not use wedges to compensate for incorrectly cut bearing surfaces.

Use sills or grillages large enough to support the superimposed load without settlement. Take precautions to prevent settling of the supporting material unless the sills or grillages are founded on solid rock, shale, or other hard materials.

Place falsework that cannot be founded on a satisfactory spread footing on piling or drilled shafts with enough bearing capacity to support the superimposed load without settlement. Drive falsework piling to the required resistance determined by the applicable formula in Item 404, "Driving Piling." Design drilled shafts for falsework to carry the superimposed load using both skin friction and point bearing.

Weld in conformance with Item 448, "Structural Field Welding." Securely brace each falsework bent to provide the stiffness required, and securely fasten the bracing to each pile or column it crosses.

Remove falsework when it is no longer required or as indicated on the submitted falsework plan. Pull or cut off foundations for falsework at least 2 ft. below finished ground level. Completely remove falsework, piling, or drilled shafts in a stream, lake, or bay to the approved limits to prevent obstruction to the waterway.

4.4. **Forms**. Submit formwork plans in accordance with Section 420.4.2., "Plans for Falsework and Forms."

4.4.1. **General**. Provide forms of either timber or metal except where otherwise specified or permitted.

Design forms for the pressure exerted by a liquid weighing 150 pcf. Take the rate of concrete placement into consideration in determining the depth of the equivalent liquid. Include a minimum liveload allowance of 50 psf of horizontal surface for job-fabricated forms. Do not exceed 125% of the Department's allowable stresses for the design of structures.

Do not exceed the manufacturer's maximum allowable working loads for moment and shear or end reaction for commercially produced structural units used for forms. Include a minimum liveload allowance of 35 psf of horizontal form surface in determining the maximum allowable working load for commercially produced structural units.

Provide steel forms for round columns unless otherwise approved. Refer to Item 427, "Surface Finishes for Concrete," for additional requirements for off-the-form finishes.

Provide commercial form liners for imprinting a pattern or texture on the concrete surface as shown on the plans and specified in Section 427.4.3.5., "Form Liner Finish."

Provide forming systems that are practically mortar-tight, rigidly braced, and strong enough to prevent bulging between supports, and maintain them to the proper line and grade during concrete placement. Maintain forms in a manner that prevents warping and shrinkage. Do not allow offsets at form joints to exceed 1/16 in.

Use only material that is inert, non-biodegradable, and nonabsorptive for forms to be left in place.

Construct all forms to permit their removal without marring or damaging the concrete. Clean all forms and footing areas of any extraneous matter before placing concrete. Provide openings in forms if needed for the removal of laitance or foreign matter.

Treat the facing of all forms with bond-breaking coating of composition that will not discolor or injuriously affect the concrete surface. Take care to prevent coating of the reinforcing steel.

Complete all preparatory work before requesting permission to place concrete.

Cease placement if the forms show signs of bulging or sagging at any stage of the placement, and remove the portion of the concrete causing this condition immediately as directed. Reset the forms and securely brace them against further movement before continuing the placement.

4.4.2. **Timber Forms**. Provide properly seasoned, good-quality lumber that is free from imperfections that would affect its strength or impair the finished surface of the concrete. Provide timber or lumber that meets or exceeds the requirements for species and grade in the submitted formwork plans.

Maintain forms or form lumber that will be reused so it stays clean and in good condition. Do not use any lumber that is split, warped, bulged, or marred, or that has defects in any way that will produce inferior work. Promptly remove such lumber from the work.

Provide form lining for all formed surfaces except:

- the inside of culvert barrels, inlets, manholes, and box girders;
- surfaces that are subsequently covered by backfill material or are completely enclosed; and
- any surface formed by a single finished board or by plywood.

Provide form lining of an approved type such as masonite or plywood. Do not provide thin membrane sheeting such as polyethylene sheets for form lining.

Use plywood at least 3/4 in. thick. Place the grain of the face plies on plywood forms parallel to the span between the supporting studs or joists unless otherwise indicated on the submitted form drawings.

Use plywood for forming surfaces that remain exposed that meets the requirements for B-B Plyform Class I or Class II Exterior of the U.S. Department of Commerce Voluntary Product Standard PS 1.

Space studs and joists so the facing form material remains in true alignment under the imposed loads.

Space wales closely enough to hold forms securely to the designated lines, scabbed at least 4 ft. on each side of joints to provide continuity. Place a row of wales near the bottom of each placement.

Place facing material with parallel and square joints, securely fastened to supporting studs.

Place forms with the form panels symmetrical (long dimensions set in the same direction) for surfaces exposed to view and receiving only an ordinary surface finish as defined in Section 420.4.13., "Ordinary Surface Finish." Make horizontal joints continuous.

Make molding for chamfer strips or other uses of materials of a grade that will not split when nailed and can be maintained to a true line without warping. Dress wood molding on all faces. Fill forms at all sharp corners and edges with triangular chamfer strips measuring 3/4 in. on the sides unless otherwise shown on the plans.

Use metal form ties of an approved type or a satisfactory substitute of a type that permits ease of removal of the metal to hold forms in place. Cut back wire ties at least 1/2 in. from the face of the concrete.

Use devices to hold metal ties in place that are able to develop the strength of the tie and adjust to allow for proper alignment.

Entirely remove metal and wooden spreaders that separate the forms as the concrete is being placed.

Provide adequate clean-out openings for narrow walls and other locations where access to the bottom of the forms is not readily attainable.

4.4.3. **Metal Forms**. Requirements for timber forms regarding design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, reuse, and wetting also apply to metal forms except metal forms do not require lining unless specifically noted on the plans.

Use form metal thick enough to maintain the true shape without warping or bulging. Countersink all bolt and rivet heads on the facing sides. Design clamps, pins, or other connecting devices to hold the forms rigidly together and to allow removal without damage to the concrete. Use metal forms that present a smooth surface and line up properly. Keep metal free from rust, grease, and other foreign materials.

4.5. **Drains**. Install and construct weep holes and roadway drains as shown on the plans.

4.6. **Placing Reinforcement and Post-Tensioning**. Place reinforcement as provided in Item 440, "Reinforcement for Concrete." Do not weld reinforcing steel supports to other reinforcing steel except where shown on the plans.

Place post-tensioning ducts, anchorages, and other hardware in accordance with the approved prestressing details and Item 426, "Post-Tensioning." Keep ducts free of obstructions until all post-tensioning operations are complete.

4.7. **Placing Concrete**. Give the Engineer sufficient advance notice before placing concrete in any unit of the structure to permit the inspection of forms, reinforcing steel placement, and other preparations.

Do not place concrete when impending weather conditions would impair the quality of the finished work. Place concrete in early morning or at night or adjust the placement schedule for more favorable weather when conditions of wind, humidity, and temperature are such that concrete cannot be placed without the potential for weather-related distress.

Adequately illuminate the entire placement site as approved when mixing, placing, and finishing concrete in non-daylight hours.

Furnish adequate shelter to protect the concrete against damage from rainfall or freezing temperatures as outlined in this Item if changes in weather conditions require protective measures after work starts. Continue operations during rainfall only if approved. Use protective coverings for the material stockpiles. Cover aggregate stockpiles only to the extent necessary to control the moisture conditions in the aggregates.

Allow at least 1 curing day after the concrete has achieved initial set before placing strain on projecting reinforcement to prevent damage to the concrete.

4.7.1. **Placing Temperature**. Place concrete according to the following temperature limits for the classes of concrete defined in Section 421.4.1., "Classification of Concrete Mix Designs."

- Place Class C, F, H, K, or SS concrete only when its temperature at time of placement is between 50°F and 95°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class S concrete, used in this Item only as indicated for culvert top slabs, only when its temperature is between 50°F and 85°F. Increase the minimum placement temperature to 60°F if slag cement is used in the concrete.
- Place Class A, B, and D concrete only when its temperature at the time of placement is greater than 50°F.
- Place mass concrete in accordance with Section 420.4.7.14., "Mass Placements," only when its temperature at the time of placement is between 50°F and 75°F.

4.7.2. **Transporting Time.** Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14 of Item 421, "Hydraulic Cement Concrete."

4.7.3. **Workability of Concrete.** Place concrete with a slump as specified in Section 421.4.2.5., "Slump." Water may be added to the concrete before discharging any concrete from the truck to adjust for low slump provided that the maximum mix design water–cement ratio is not exceeded. Mix concrete in accordance with Section 421.4.6., "Mixing and Delivering Concrete," after introduction of any additional water or chemical admixtures. Do not add water or chemical admixtures after any concrete has been discharged.

4.7.4. **Transporting Concrete.** Transport concrete by buckets, chutes, buggies, belt conveyors, pumps, or other methods.

Protect concrete transported by conveyors from sun and wind to prevent loss of slump and workability. Shade or wrap with wet burlap pipes through which concrete is pumped as necessary to prevent loss of slump and workability.

Arrange and use chutes, troughs, conveyors, or pipes so the concrete ingredients will not be separated. Terminate such equipment in vertical downspouts when necessary to prevent segregation. Extend open troughs and chutes, if necessary, down inside the forms or through holes left in the forms.

Keep all transporting equipment clean and free from hardened concrete coatings. Discharge water used for cleaning clear of the concrete.

4.7.5. **Preparation of Surfaces.** Thoroughly wet all forms and hardened concrete on which concrete is to be placed before placing concrete on them. Remove any remaining puddles of excess water before placing concrete. Provide surfaces that are in a moist, saturated surface-dry condition when concrete is placed on them.

Ensure the subgrade or foundation is moist before placing concrete on grade. Lightly sprinkle the subgrade if dry.

4.7.6. **Expansion Joints.** Construct joints and devices to provide for expansion and contraction in accordance with plan details.

Use light wire or nails to anchor any preformed fiber joint material to the concrete on 1 side of the joint.

Ensure finished joints conform to the plan details with the concrete sections completely separated by the specified opening or joint material.

Remove all concrete within the joint opening soon after form removal and again where necessary after surface finishing to ensure full effectiveness of the joint.

4.7.7. **Construction Joints.** A construction joint is the joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set. Monolithic placement means the manner and sequence of concrete placing does not create a construction joint.

Make construction joints of the type and at the locations shown on the plans. Additional joints in other members are not permitted without approval. Place authorized additional joints using details equivalent to those shown on the plans for joints in similar locations.

Make construction joints square and normal to the forms unless otherwise required. Use bulkheads in the forms for all vertical joints.

Thoroughly roughen the top surface of a concrete placement terminating at a horizontal construction joint as soon as practical after initial set is attained.

Thoroughly clean the hardened concrete surface of all loose material, laitance, dirt, and foreign matter, and saturate it with water. Remove all free water and moisten the surface before concrete or bonding grout is placed against it. Ensure the surface of the existing concrete is in a saturated surface-dry condition (SSD) just before placing subsequent concrete. Wet the existing concrete by ponding water on the surface for 24 hr. before placing subsequent concrete. Use high-pressure water blasting if ponding is not possible to achieve SSD conditions 15 to 30 min. before placing the concrete. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Draw forms tight against the existing concrete to avoid mortar loss and offsets at joints.

Bonding agents are not required unless indicated otherwise. Coat the joint surface with bonding mortar, grout, epoxy, or other material if a bonding agent is required as indicated on the plans. Provide Type V epoxy per DMS-6100, "Epoxies and Adhesives," for bonding fresh concrete to hardened concrete. Place the bonding epoxy on a clean, dry surface, and place the fresh concrete while the epoxy is still tacky. Place bonding mortar or grout on a surface that is SSD, and place the concrete before the bonding mortar or grout dries. Place other bonding agents in accordance with the manufacturer's recommendations.

4.7.8. **Handling and Placing.** Minimize segregation of the concrete and displacement of the reinforcement when handling and placing concrete. Produce a uniform, dense compact mass.

Ensure concrete free-falls no more than 5 ft. except in the case of drilled shafts, thin walls such as in culverts, or as allowed by other Items. Remove any hardened concrete splatter ahead of the plastic concrete.

Fill each part of the forms by depositing concrete as near its final position as possible. Do not deposit large quantities of concrete at 1 point and run or move the concrete along to fill the forms.

Deposit concrete in the forms in layers of suitable depth but no more than 36 in. deep unless otherwise permitted.

Avoid cold joints in a monolithic placement. Sequence successive layers or adjacent portions of concrete so they can be vibrated into a homogeneous mass with the previously placed concrete before it sets. Allow no more than 1 hr. to elapse between adjacent or successive placements of concrete when re-vibration of the concrete is shown on the plans except as otherwise allowed by an approved placing procedure. This time limit may be extended by 1/2 hr. if the concrete contains at least the minimum recommended dosage of a Type B or D admixture.

4.7.9. **Consolidation.** Carefully consolidate concrete and flush mortar to the form surfaces with immersion type vibrators. Do not use vibrators that operate by attachment to forms or reinforcement except where approved on steel forms.

Vibrate the concrete immediately after deposit. Systematically space points of vibration to ensure complete consolidation and thorough working of the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Insert the vibrators vertically where possible. Vibrate the entire depth of each lift, allowing the vibrator to penetrate several inches into the preceding lift. Do not use the vibrator to move the concrete to other locations in the forms. Do not drag the vibrator through the concrete. Thoroughly consolidate concrete along construction joints by operating the vibrator along and close to but not against the joint surface. Continue the vibration until the concrete surrounding reinforcements and fixtures is completely

consolidated. Hand-spade or rod the concrete if necessary to ensure flushing of mortar to the surface of all forms.

4.7.10. **Installation of Dowels and Anchor Bolts.** Install dowels and anchor bolts by casting them in-place or by grouting with grout, epoxy, or epoxy mortar unless noted otherwise. Form or drill holes for grouting. Follow the manufacturer's recommended installation procedures for pre-packaged grout or epoxy anchor systems. Test anchors if required on the plans or by other Items.

Drill holes for anchor bolts to accommodate the bolt embedment required by the plans. Make holes for dowels at least 12 in. deep unless otherwise shown on the plans. Make the hole diameter at least twice the dowel or bolt diameter, but not exceeding the dowel or bolt diameter plus 1-1/2 in. when using cementitious grout or epoxy mortar. Make the hole diameter 1/16 to 1/4 in. greater than the dowel or bolt diameter when using neat epoxy unless indicated otherwise by the epoxy manufacturer.

Thoroughly clean holes of all loose material, oil, grease, or other bond-breaking substance, and blow them clean with filtered compressed air. Use a wire brush followed by oil-free compressed air to remove all loose material from the holes, repeating as necessary until no more material is removed. Ensure holes are in a surface-dry condition when epoxy type materials are used and in a surface-moist condition when cementitious grout is used. Develop and demonstrate for approval a procedure for cleaning and preparing the holes for installation of the dowels and anchor bolts. Completely fill the void between the hole and dowel or bolt with grouting material. Follow exactly the requirements for cleaning outlined in the product specifications for pre-packaged systems.

Provide hydraulic cement grout for cast-in-place or grouted systems in accordance with DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications." Provide a Type III epoxy per DMS-6100, "Epoxies and Adhesives," when neat epoxy is used for anchor bolts or dowels. Provide Type VIII epoxy per DMS-6100, "Epoxies and Adhesives," when an epoxy grout is used. Provide grout, epoxy, or epoxy mortar as the binding agent unless otherwise indicated on the plans.

Provide other anchor systems as required on the plans.

4.7.11. **Placing Concrete in Cold Weather.** Protect concrete placed under weather conditions where weather may adversely affect results. Permission given by the Engineer for placing during cold weather does not relieve the Contractor of responsibility for producing concrete equal in quality to that placed under normal conditions. Remove and replace concrete as directed at the Contractor's expense if it is determined unsatisfactory due to poor conditions.

Do not place concrete in contact with any material coated with frost or with a temperature of 32°F or lower. Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Place concrete when the ambient temperature in the shade is at least 35°F and rising or above 40°F.

Provide and install recording thermometers, maturity meters, or other suitable temperature measuring devices to verify all concrete is effectively protected as follows:

- Maintain the temperature at all surfaces of concrete in bents, piers, culvert walls, retaining walls, parapets, wingwalls, top slabs of non-direct traffic culverts, and other similar formed concrete at or above 40°F for 72 hr. from the time of placement.
- Maintain the temperature of all other concrete, including the bottom slabs (footings) of culverts, placed on or in the ground above 32°F for 72 hr. from the time of placement.

Use additional covering, insulated forms, or other means and, if necessary, supplement the covering with artificial heating. Avoid applying heat directly to concrete surfaces. Cure as specified in Section 420.4.10., "Curing Concrete," during this period until all requirements for curing have been satisfied.

Have all necessary heating and covering material ready for use before permission is granted to begin placement when impending weather conditions indicate the possible need for temperature protection.

4.7.12. **Placing Concrete in Hot Weather**. Keep the concrete at or below the maximum temperature at time of placement as specified in Section 420.4.7.1., "Placing Temperature." Sprinkle and shade aggregate stockpiles or use ice, liquid nitrogen systems, or other approved methods as necessary to control the concrete temperature.

4.7.13. **Placing Concrete in Water**. Deposit concrete in water only when shown on the plans or with approval. Make forms or cofferdams tight enough to prevent any water current passing through the space in which the concrete is being deposited. Do not pump water during the concrete placing or until the concrete has set for at least 36 hr.

Place the concrete with a tremie or pump, or use another approved method, and do not allow it to fall freely through the water or disturb it after it is placed. Keep the concrete surface level during placement.

Support the tremie or operate the pump so it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. Submerge the lower end of the tremie or pump hose in the concrete at all times. Use continuous placing operations until the work is complete.

Design the concrete mix in accordance with Item 421, "Hydraulic Cement Concrete," with a minimum cement content of 650 lb. per cubic yard for concrete to be placed under water. Include an anti-washout admixture in the mix design as necessary to produce a satisfactory finished product.

4.7.14. **Mass Placements**. Develop and obtain approval for a heat control plan for monolithic placements designated on the plans as mass concrete to ensure the following during the heat dissipation period:

- the temperature differential between the central core of the placement and the exposed concrete surface does not exceed 35°F and
- the temperature at the central core of the placement does not exceed 160°F.

Use the ConcreteWorks© software available from the Department, or another approved method based on the guidelines in ACI 207, "Mass Concrete," to develop the heat control plan. The Department will make available technical assistance on the use of ConcreteWorks©. Develop the heat control plan using historical temperature ranges for the anticipated time of the mass placement. Re-create the plan if the work schedule shifts by more than one month.

The heat control plan may include a combination of the following elements:

- selection of concrete ingredients including aggregates, gradation, and cement types, to minimize heat of hydration;
- use of ice or other concrete cooling ingredients;
- use of liquid nitrogen dosing systems;
- controlling rate or time of concrete placement;
- use of insulation or supplemental external heat to control heat loss;
- use of supplementary cementing materials;
- use of a cooling system to control the core temperature; or
- vary the duration formwork remains in place.

Furnish and install 2 pairs of temperature recording devices, maturity meters, or other approved equivalent devices. Install devices to measure the surface temperature no more than 3 in. from the surface. Install devices to measure the core temperature a distance of half the least dimension from the nearest surface near the point of maximum predicted heat. Use these devices to simultaneously measure the temperature of the concrete at the core and the surface. Maintain temperature control methods for 4 days unless otherwise approved based on the submitted heat control plan. Do not use maturity meters to predict strength of mass concrete. Revise the heat control plan as necessary to maintain the temperature limitations shown above.

If the core temperature exceeds 160°F, the mass concrete element will be subject to review and acceptance by the Engineer using forensic analyses to determine its potential reduction in service life or performance. Proceed with subsequent construction on the affected element only when notified regarding acceptance.

Repair any resulting cracking if the temperature differential between the central core of the placement and the nearest concrete surface exceeds 35°F at no expense to the Department and revise the heat control plan as necessary to prevent further occurrences.

4.7.15. **Placing Concrete in Foundation and Substructure.** Do not place concrete in footings until the depth and character of the foundation has been inspected and permission has been given to proceed.

Place concrete footings upon seal concrete after the cofferdams are free from water and the seal concrete is cleaned. Perform any necessary pumping or bailing during the concreting from a suitable sump located outside the forms.

Construct or adjust all temporary wales or braces inside cofferdams as the work proceeds to prevent unauthorized construction joints.

Omit forms when footings can be placed in a dry excavation without the use of cofferdams, if approved, and fill the entire excavation with concrete to the elevation of the top of footing.

Place concrete in columns monolithically between construction joints unless otherwise directed. Columns and caps or tie beams supported on them may be placed in the same operation or separately. Allow for settlement and shrinkage of the column concrete, if placed in the same operation, by placing it to the lower level of the cap or tie beam, and delay placement between 1 and 2 hr. before proceeding with the cap or tie beam placement.

4.7.16. **Placing Concrete in Box Culverts**. Allow between 1 and 2 hr. to elapse where the top slab and walls are placed monolithically in culverts more than 4 ft. in clear height before placing the top slab to allow for settlement and shrinkage in the wall concrete.

Accurately finish the footing slab at the proper time to provide a smooth uniform surface. Finish top slabs that carry direct traffic as specified in Item 422, "Concrete Superstructures." Give top slabs of fill type culverts a float finish.

4.8. **Extending Existing Substructures**. Verify pertinent dimensions and elevations of the existing structure before ordering any required materials.

4.8.1. **Removal**. Remove portions of the existing structure to the lines and dimensions shown on the plans or as directed. Dispose of these materials as shown on the plans or as directed. Repair any portion of the remaining structure damaged as a result of the construction.

Do not use explosives to remove portions of the existing structure unless approved in writing. Do not use a demolition ball, other swinging weight, or impact equipment unless shown on the plans. Use pneumatic or hydraulic tools for final removal of concrete at the "break" line. Use removal equipment, as approved that will not damage the remaining concrete.

4.8.2. **Reuse of Removed Portions of Structure**. Detach and remove all portions of the old structure that are to be incorporated into the extended structure to the lines and details as specified on the plans or as directed. Move the unit to be reused to the new location specified using approved methods. Place the reinforcement and extension concrete according to the plan details.

4.8.3. **Splicing Reinforcing Steel**. Splice new reinforcing bars to exposed bars in the existing structure using lap splices in accordance with Item 440, "Reinforcement for Concrete," unless otherwise shown on the plans. The new reinforcing steel does not need to be tied to the existing steel where spacing or elevation does not match that of the existing steel provided the lap length is attained. Weld in accordance with Item 448, "Structural Field Welding," when welded splices are permitted. Install any required dowels in accordance with Section 420.4.7.10., "Installation of Dowels and Anchor Bolts."

4.8.4. **Concrete Preparation.** Roughen and clean concrete surfaces that are in contact with new construction before placing forms. Prepare these construction joint surfaces in accordance with Section 420.4.7.7., "Construction Joints."

4.9. **Treatment and Finishing of Horizontal Surfaces**. Strike off to grade and finish all unformed upper surfaces. Do not use mortar topping for surfaces constructed under this Section.

Float the surface with a suitable float after the concrete has been struck off.

Slope the tops of caps and piers between bearing areas from the center slightly toward the edge, and slope the tops of abutment and transition bent caps from the backwall to the edge, as directed, so water drains from the surface. Give the concrete a smooth trowel finish. Construct bearing areas for steel units in accordance with Section 441.3.11.6., "Bearing and Anchorage Devices." Give the bearing area under the expansion ends of concrete slabs and slab and girder spans a steel-trowel finish to the exact grades required. Give bearing areas under elastomeric bearing pads or nonreinforced bearing seat buildups a textured, wood float finish. Do not allow the bearing area to vary from a level plane more than 1/16 in. in all directions.

Cast bearing seat buildups or pedestals for concrete units integrally with the cap or a construction joint. Provide a latex-based mortar, an epoxy mortar, or an approved proprietary bearing mortar for bearing seat buildups cast with a construction joint. Mix mortars in accordance with the manufacturer's recommendations. Construct pedestals of Class C concrete, reinforced as shown on the plans or as indicated in Figure 1 and Figure 2. The Engineer of Record will design pedestals higher than 12 in.

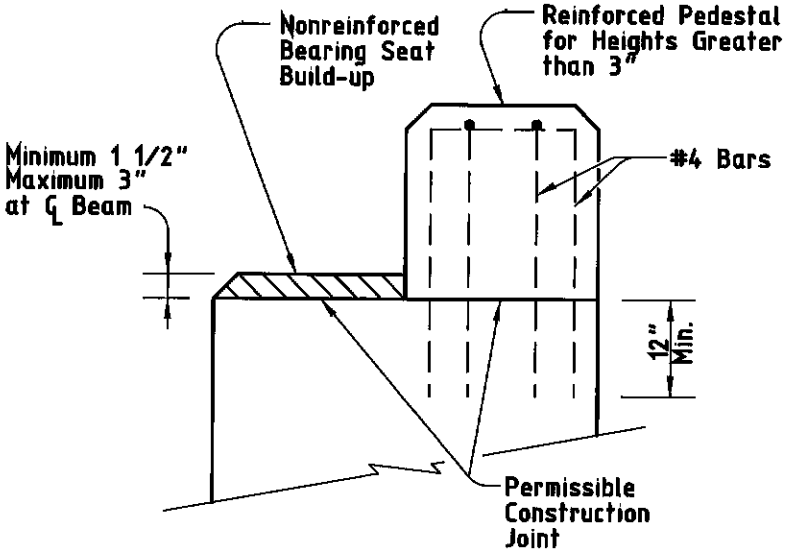

Figure 1
Section through Bearing Seat Buildups

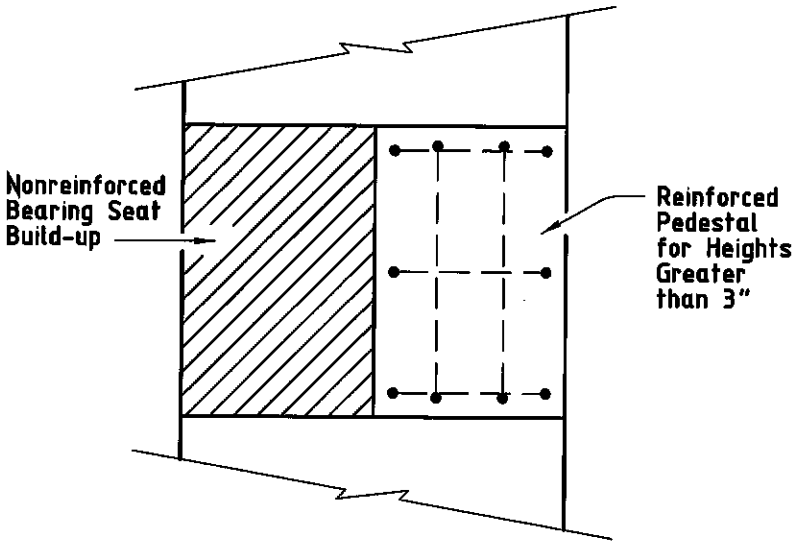

Figure 2
Plan View of Bearing Seat Buildups

4.10. **Curing Concrete.** Obtain approval of the proposed curing methods, equipment, and materials before placing concrete. The Engineer may require the same curing methods for like portions of a single structure. Inadequate curing or facilities may delay all concrete placements on the job until remedial action is taken.

A curing day is a calendar day when the temperature, taken in the shade away from artificial heat, is above 50°F for at least 19 hr. or, on colder days if the temperature of all surfaces of the concrete is maintained above 40°F, for the entire 24 hr. The required curing period begins when all concrete has attained its initial set unless indicated otherwise. Tex-440-A may be used to determine when the concrete has attained its initial set.

Cure all concrete for 4 consecutive days except as allowed for the curing options listed below. Use form or membrane curing for vertical surfaces unless otherwise approved. Use only water curing for horizontal surfaces of HPC or mass concrete. Use water or membrane curing for horizontal or unformed surfaces for all other concrete.

Use one of the following curing options for vertical surfaces, unless indicated otherwise.

- Form cure for 48 hr. after placement.
- Form cure for 12 hr. after placement followed by membrane curing.
- For HPC Concrete, form cure for 48 hr. after placement followed by membrane curing.
- For mass concrete, form cure as required by the heat control plan followed by membrane curing if forms are removed before 4 days.

Apply membrane curing, if used, within 2 hr. of form removal.

Use only water curing in accordance with this Section for the top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls, caps with backwalls, risers, etc.).

Cure all other concrete as specified in the pertinent Items. Use the following methods for curing concrete, subject to the requirements of this Item.

4.10.1. **Form Curing.** When forms are left in intimate contact with the concrete, other curing methods are not required except for exposed surfaces and for cold weather protection. Use another approved curing method if forms are removed before the 4-day required curing period.

4.10.2. **Water Curing**. Keep all exposed surfaces of the concrete wet continuously for the required curing time. Use water curing in accordance with concrete mixing water in Section 421.2.5., "Water." Do not use seawater or water that stains or leaves an unsightly residue.

4.10.2.1. **Blankets**. Keep the concrete continuously wet by maintaining wet cotton or burlap mats in direct contact with the concrete for the required curing time. Weight the mats adequately to provide continuous contact with all concrete. Cover surfaces that cannot be cured by direct contact with mats, forming an enclosure well anchored to the forms or ground so outside air cannot enter the enclosure. Provide sufficient moisture inside the enclosure to keep all surfaces of the concrete wet.

4.10.2.2. **Water Spray**. Overlap sprays or sprinklers to keep all unformed surfaces continuously wet.

4.10.2.3. **Ponding**. Cover the surfaces with at least 2 in. of clean granular material, kept wet at all times, or at least 1 in. deep water. Use a dam to retain the water or saturated granular material.

4.10.3. **Membrane Curing**. Choose either Type 1-D or Type 2 membrane-curing compound unless otherwise shown on the plans. Use the same type of curing compound on an individual member.

Apply membrane curing just after free moisture has disappeared at a rate of approximately 180 sq. ft. per gallon. Do not spray curing compound on projecting reinforcing steel or concrete that will later form a construction joint. Do not apply membrane curing to dry surfaces. Dampen formed surfaces and surfaces that have been given a first rub so they are moist at the time of application of the membrane.

Leave the film unbroken for the minimum curing period specified when membrane is used for complete curing. Correct damaged membrane immediately by reapplication of membrane. Polyethylene sheeting, burlap-polyethylene mats, or laminated mats in close contact with the concrete surfaces are equivalent to membrane curing.

4.11. **Removal of Forms and Falsework**. Remove forms for vertical surfaces after the concrete has aged a minimum of 12 hr. after initial set provided the removal can be done without damage to the concrete unless otherwise directed. Keep forms for mass placements in place for 4 days following concrete placement unless otherwise approved based on the outcome of the heat control plan outlined in Section 420.4.7.14., "Mass Placements."

Leave in place weight-supporting forms and falsework spanning more than 1 ft. for all bridge components and culvert slabs except as directed otherwise until the concrete has attained a compressive strength of 2,500 psi. Remove forms for other structural components as necessary.

Remove inside forms (walls and top slabs) for box culverts and sewers after concrete has attained a compressive strength of 1,800 psi if an approved overhead support system is used to transfer the weight of the top slab to the walls of the box culvert or sewer before removal of the support provided by the forms.

Forms or parts of forms may be removed only if constructed to permit removal without disturbing forms or falsework required to be left in place for a longer period on other portions of the structure.

Remove all metal appliances used inside forms for alignment to a depth of at least 1/2 in. from the concrete surface. Make the appliances so metal may be removed without undue chipping or spalling of the concrete, and so it leaves a smooth opening in the concrete surface when removed. Do not burn off rods, bolts, or ties.

Remove all forms and falsework unless otherwise directed.

4.12. **Defective Work**. Repair defective work as soon as possible. Remove and replace at the expense of the Contractor any defect that cannot be repaired to the satisfaction of the Engineer.

4.13. **Ordinary Surface Finish**. Apply an ordinary surface finish to all concrete surfaces. Provide flat or textured surfaces as specified with uniform appearance. Address defects and surface irregularities not consistent with the intent of the expected finish by the following:

- Chip away all loose or broken material to sound concrete where porous, spalled, or honeycombed areas are visible after form removal.
- Repair spalls in accordance with the procedures outlined in the *Concrete Repair Manual* available on the Department's website.
- Clean and fill holes or spalls caused by the removal of form ties, etc., with latex grout, cement grout, or epoxy grout as approved. Fill only the holes. Do not blend the patch with the surrounding concrete. On surfaces to receive a rub finish in accordance with Item 427, "Surface Finishes for Concrete," chip out exposed parts of metals chairs to a depth of 1/2 in. and repair the surface.
- Remove all fins, rust staining, runs, drips, or mortar from surfaces that will be exposed. Smooth all form marks and chamfer edges by grinding or dry-rubbing.
- Ensure all repairs are dense, well-bonded, and properly cured. Finish exposed large repairs to blend with the surrounding concrete where a higher class of finish is not specified.

Apply an ordinary surface finish as the final finish to the following exposed surfaces unless noted otherwise:

- inside and top of inlets,
- inside and top of manholes,
- inside of sewer appurtenances, and
- inside of culvert barrels.

Form marks and chamfer edges do not need to be smoothed for the inside of culvert barrels.

5. MEASUREMENT

This Item will be measured by the cubic yard, square yard, foot, square foot, or by each structure.

5.1. **General.** Concrete quantities will be based on the dimensions shown on the plans or those established in writing by the Engineer.

In determining quantities, no deductions will be made for chamfers less than 2 in. or for embedded portions of steel or prestressed concrete beams, piling, anchor bolts, reinforcing steel, drains, weep holes, junction boxes, electrical or telephone conduit, ducts and voids for prestressed tendons, or embedded portions of light fixtures.

Variation in concrete headwall quantity incurred when an alternate bid for pipe is permitted will not be cause for payment adjustment.

Quantities revised by a change in design, measured as specified, will be increased or decreased and included for payment.

5.2. **Plans Quantity.** Structure elements designated in Table 1 and measured by the cubic yard are plans quantity measurement items. The quantity to be paid for plans quantity items is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

No adjustment will be made for footings or other in-ground elements where the Contractor has been allowed to place concrete in an excavation without forms.

Table 1
Plans Quantity Payment
(Cubic Yard Measurement Only)

Culverts and culvert wing walls	Abutments
Headwalls for pipe	Footings
Retaining walls	Pile bent caps
Inlets and manholes	Post-tensioned elements

Note—Other elements, including pier and bent concrete, may be paid for as "plans quantity" when shown on the plans.

5.3. **Measured in Place.** Items not paid for as "plans quantity" will be measured in place.

6. 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 the class of concrete and element identified and by the special designation when appropriate. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; furnishing, placing, and stressing post-tensioning system; placing, finishing, and curing concrete; mass placement controls; applying ordinary surface finish; furnishing and placing drains, metal flashing strips, and expansion-joint material; excavation, subgrade preparation; and forms and falsework, equipment, labor, tools, and incidentals.

Price will be adjusted in accordance with Article 421.6., "Measurement and Payment" when required to address non-compliance of project acceptance testing.

Design and installation of foundations for falsework is at the Contractor's expense.

In addition to the work described above, for extending structures the unit prices bid for the various classifications of concrete shown are full compensation for removing and disposing of, if necessary, the designated portion of the existing structure; removing, stockpiling if necessary, and replacing headwall units for reuse; cleaning, bending, and cutting of exposed reinforcing steel; splicing of new reinforcing steel to existing reinforcing steel; installation of dowels; and cleaning and preparing existing concrete surfaces.

Item 421
Hydraulic Cement Concrete

1. DESCRIPTION

Furnish hydraulic cement concrete for concrete pavements, concrete structures, and other concrete construction.

2. MATERIALS

Use materials from prequalified sources listed on the Department website. Provide coarse and fine aggregates from sources listed in the Department's *Concrete Rated Source Quality Catalog* (CRSQC). Use materials from non-listed sources only when tested and approved by the Engineer before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

2.1. **Cement**. Furnish cement conforming to DMS-4600, "Hydraulic Cement."

2.2. **Supplementary Cementing Materials (SCM)**.

- **Fly Ash**. Furnish fly ash, ultra-fine fly ash (UFFA), and modified Class F fly ash (MFFA) conforming to DMS-4610, "Fly Ash."
- **Slag Cement**. Furnish Slag Cement conforming to DMS-4620, "Slag Cement."
- **Silica Fume**. Furnish silica fume conforming to DMS-4630, "Silica Fume."
- **Metakaolin**. Furnish metakaolin conforming to DMS-4635, "Metakaolin."

2.3. **Cementitious Material**. Cementitious materials are the cement and supplementary cementing materials used in concrete.

2.4. **Chemical Admixtures**. Furnish admixtures conforming to DMS-4640, "Chemical Admixtures for Concrete."

2.5. **Water**. Furnish mixing and curing water that is free from oils, acids, organic matter, or other deleterious substances. Water from municipal supplies approved by the Texas Department of Health will not require testing. Provide test reports showing compliance with Table 1 before use when using water from other sources.

Water that is a blend of concrete wash water and other acceptable water sources, certified by the concrete producer as complying with the requirements of both Table 1 and Table 2, may be used as mix water. Test the blended water weekly for 4 weeks for compliance with Table 1 and Table 2 or provide previous test results. Then test every month for compliance. Provide water test results upon request.

Table 1
Chemical Limits for Mix Water

Contaminant	Test Method	Maximum Concentration (ppm or mg\L)
Chloride (Cl)	ASTM C114	
Prestressed concrete		500
Bridge decks & superstructure		500
All other concrete		1,000
Sulfate (SO4)	ASTM C114	2,000
Alkalies (Na2O + 0.658K2O)	ASTM C114	600
Total solids	ASTM C1603	50,000

Table 2
Acceptance Criteria for Questionable Water Supplies

Property	Test Method	Limits
Compressive strength, min % control at 7 days	ASTM C31, ASTM C39[1,2]	90
Time of set, deviation from control, h:min.	ASTM C403	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.
2. Base comparisons on sets consisting of at least 2 standard specimens made from a composite sample.

Do not use mix water that has an adverse effect on the air-entraining agent, on any other chemical admixture, or on strength or time of set of the concrete. Use mixing and curing water free of iron and other impurities that may cause staining or discoloration when using white hydraulic cement.

2.6. **Aggregate.**

2.6.1. **Coarse Aggregate**. Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycled crushed hydraulic cement concrete, crushed stone, or combinations which are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.

Provide coarse aggregate with the requirements listed in Table 3 unless otherwise shown on the plans.

Table 3
Coarse Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.25
Weight of Shale, % Max		1.0
Weight of Laminate and Friable Particle, % Max		5.0
L.A. Abrasion Wear, % Max	Tex-410-A	40
5-Cycle Magnesium Sulfate Soundness,[1,2] non-air-entrained concrete, % Max	Tex-411-A	25
5-Cycle Magnesium Sulfate Soundness,[1,3] air-entrained concrete, % Max		18
Loss by Decantation, % Max	Tex-406-A	1.5

1. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
2. Allowed when air-entrained concrete is used at the Contractor's option.
3. Only when air-entrained concrete is required by the plans.

Increase the loss by decantation limit to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with Tex-406-A, Part III, in the case of coarse aggregates made primarily from crushing stone unless otherwise shown on the plans. Provide test results upon request.

Provide coarse aggregate or combination of aggregates conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A unless otherwise specified.

Table 4
Coarse Aggregate Gradation Chart

Aggregate Grade No.[1]	Maximum Nominal Size	Percent Passing on Each Sieve								
		2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	#4	#8
1	2"	100	80–100	50–85		20–40			0–10	
2	1-1/2"		100	95–100		35–70		10–30	0–10	
3	1-1/2"		100	95–100		60–90	25–60		0–10	
4 (57)	1"			100	95–100		25–60		0–10	0–5
5 (67)	3/4"				100	90–100		20–55	0–10	0–5
6 (7)	1/2"					100	90–100	40–70	0–15	0–5
7	3/8"						100	70–95	0–25	
8	3/8"						100	95–100	20–65	0–10

1. Corresponding ASTM C33 gradation shown in parentheses.

2.6.2. **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural, manufactured sand, recycled crushed hydraulic cement concrete, slag, lightweight aggregate, or a combination thereof. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide fine aggregates with the requirements in Table 5 unless otherwise shown on the plans.

Table 5
Fine Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.50
Organic Impurities[1]	Tex-408-A	Color not darker than standard
Sand Equivalent	Tex-203-F	80
Fineness Modulus	Tex-402-A	2.3 to 3.1

1. Only when air-entrained concrete is specified.

Provide fine aggregate or combinations of aggregates conforming to the gradation requirements shown in Table 6 when tested in accordance with Tex-401-A unless otherwise specified.

Table 6
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8"	100
#4	95–100
#8	80–100
#16	50–85
#30	25–65
#50	10–35[1]
#100	0–10
#200	0–3[2]

1. 6–35 when sand equivalent value is greater than 85.
2. 0–6 for manufactured sand.

2.6.3. **Intermediate Aggregate.** Provide intermediate aggregate consisting of clean, hard, durable particles of natural, manufactured sand, slag, recycled crushed hydraulic cement concrete, lightweight aggregate, or a combination thereof when optimized aggregate gradation (OAG) concrete is specified or when used at the Contractor's option. Provide intermediate aggregate free from frozen material and injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide intermediate aggregate with the requirements in Table 7.

Table 7
Intermediate Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.50
L.A. Abrasion Wear,[1] % Max	Tex-410-A	40
5-Cycle Magnesium Sulfate Soundness,[1,2,3] non-air-entrained concrete, % Max	Tex-411-A	25
5-Cycle Magnesium Sulfate Soundness,[1,2,4] air-entrained concrete, % Max		18
Organic Impurities[5]	Tex-408-A	Color not darker than standard
Loss by Decantation,[1] % Max	Tex-406-A	1.5

1. Only applies to the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve.
2. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
3. Allowed when air-entrained concrete is used at the Contractor's option.
4. Only when air-entrained concrete is required by the plans.
5. Only applies to the portion passing the 3/8 in. sieve, if more than 30% of the intermediate aggregate is passing the 3/8 in. sieve.

For the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve, and in the case of aggregates made primarily from crushing stone, unless otherwise shown on the plans, the loss by decantation may be increased to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with Tex-406-A, Part III. Provide test results upon request.

2.7. **Mortar and Grout.** Furnish pre-packaged grouts conforming to DMS-4675, "Cementitious Grouts and Mortars for Miscellaneous Applications," when specified for applications other than post-tension grouting.

Section 421.4.2.6., "Mix Design Options," does not apply for mortar and grout.

2.8. **Storage of Materials.**

2.8.1. **Cement and Supplementary Cementing Materials.** Store all cement and supplementary cementing materials in weatherproof enclosures that will protect them from dampness or absorption of moisture.

When permitted, small quantities of packaged cementitious material may be stored in the open, on a raised platform, and under waterproof covering for up to 48 hr.

2.8.2. **Aggregates.** Handle and store concrete aggregates in a manner that prevents contamination with foreign materials. Clear and level the sites for the stockpiles of all vegetation if the aggregates are stored on the ground and do not use the bottom 6-in. layer of aggregate without cleaning the aggregate before use.

Maintain separate stockpiles and prevent intermixing when conditions require the use of 2 or more grades of coarse aggregates. Separate the stockpiles using physical barriers where space is limited. Store aggregates from different sources in different stockpiles unless the Engineer authorizes pre-blending of the aggregates. Minimize segregation in stockpiles. Remix and test stockpiles when segregation is apparent.

Sprinkle stockpiles to control moisture and temperature as necessary. Maintain reasonably uniform moisture content in aggregate stockpiles.

2.8.3. **Chemical Admixtures.** Store admixtures in accordance with manufacturer's recommendations and prevent admixtures from freezing.

3. EQUIPMENT

3.1. **Concrete Plants and Mixing Equipment.** Except for volumetric stationary plant or truck (auger) mixers, each plant and truck mixer must be currently certified by the National Ready Mixed Concrete Association (NRMCA) or have an inspection report signed and sealed by a licensed professional engineer showing concrete measuring, mixing, and delivery equipment meets all requirements of ASTM C94. A new

certification or signed and sealed report is required every time a plant is moved. Plants with a licensed professional engineer's inspection require re-inspection every 2 yr. Provide a copy of the certification or the signed and sealed inspection report to the Engineer. Remove equipment or facilities from service until corrected when they fail to meet specification requirements.

When allowed on the plans or by the Engineer, for concrete classes not identified as structural concrete in Table 8 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks instead of the NRMCA or non-Department engineer-sealed certifications. The criteria and frequency of Engineer approval of plants and trucks is the same used for NRMCA certification.

Inspect and furnish inspection reports on the condition of blades and fins and their percent wear from the original manufacturer's design for truck mixers and agitators annually. Repair mixing equipment exhibiting 10% or more wear before use. If an inspection within 12 mo. is not practical, a 2-mo. grace period (for a maximum of 14 mo. between inspections) is permitted.

3.1.1. **Scales.** Check all scales before beginning of operations, after each move, or whenever their accuracy or adequacy is questioned, and at least once every 6 mo. Immediately correct deficiencies, and recalibrate. Provide a record of calibration showing scales in compliance with ASTM C94 requirements. Check batching accuracy of volumetric water batching devices at least every 90 days. Check batching accuracy of chemical admixture dispensing devices at least every 6 mo. Perform daily checks as necessary to ensure measuring accuracy.

3.1.2. **Volumetric Mixers.** Provide volumetric mixers with rating plates defining the capacity and the performance of the mixer in accordance with the Volumetric Mixer Manufacturers Bureau or equivalent. Provide volumetric mixers that comply with ASTM C685. Provide test data showing mixers meet the uniformity test requirements of Tex-472-A.

Unless allowed on the plans or by the Engineer, volumetric truck (auger) mixers may not supply classes of concrete identified as structural concrete in Table 8.

3.1.3. **Agitators and Truck and Stationary Mixers.** Provide stationary and truck mixers capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass and capable of discharging the concrete so at least 5 of the 6 requirements of Tex-472-A are met.

Perform concrete uniformity tests on mixers or agitators in accordance with Tex-472-A as directed, to resolve issues of mix uniformity and mixer performance.

Perform the mixer or agitator uniformity test at the full rated capacity of the equipment. Remove all equipment that fails the uniformity test from service.

Inspect and maintain mixers and agitators. Keep them free of concrete buildup, and repair or replace worn or damaged blades or fins.

Ensure all mixers have a plate affixed showing manufacturer's recommended operating speed and rated capacity for mixing and agitating.

3.2. **Hauling Equipment.** Provide hauling equipment capable of maintaining the mixed concrete in a thoroughly mixed and uniform mass, and discharging the concrete with a satisfactory degree of uniformity.

Provide equipment with smooth, mortar-tight metal containers equipped with gates that prevent accidental discharge of the concrete when using non-agitating equipment for transporting concrete.

Maintain hauling equipment clean and free of built-up concrete.

3.3. **Testing Equipment.** Furnish and maintain the following in accordance with the pertinent test procedure unless otherwise shown on the plans or specified:

- sieves necessary to perform aggregate gradation analysis when optimized aggregate gradation is specified,
- equipment necessary to perform Tex-415-A and Tex-422-A,
- equipment necessary to perform Tex-409-A or Tex-425-A,
- test molds,
- curing facilities,
- maturity meters if used, and
- wheelbarrow or other container acceptable for the sampling of the concrete.

Provide strength-testing equipment when required in accordance with the Contract-controlling test unless shown otherwise.

4. CONSTRUCTION

4.1. **Classification of Concrete Mix Designs.** Provide classes of concrete meeting the requirements shown in Table 8.

A higher-strength class of concrete with equal or lower water-to-cementitious material (w/cm) ratio may be substituted for the specified class of concrete when approved.

4.2. **Mix Design Proportioning.** Furnish mix designs using ACI 211, Tex-470-A, or other approved procedures for the classes of concrete listed in Table 8 unless a design method is indicated on the plans. Perform mix design proportioning by absolute volume method unless otherwise approved. Perform cement replacement using equivalent weight method unless otherwise approved.

Do not exceed the maximum w/cm ratio listed in Table 8 when designing the mixture.

4.2.1. **Cementitious Materials.** Do not exceed 700 lb. of cementitious material per cubic yard of concrete unless otherwise specified or approved.

- Use cement of the same type and from the same source for monolithic placements.
- Do not use supplementary cementing materials when white hydraulic cement is specified.

Table 8
Concrete Classes

Class of Concrete	Design Strength,[1] Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
A	3,000	0.60	1–4, 8	I, II, I/II, IL, IP, IS, IT, V	1, 2, 4, & 7	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts
B	2,000	0.60	2–7				Riprap, traffic signal controller foundations, small roadside signs, and anchors
C[6]	3,600	0.45	1–6	I, II, I/II, IP, IS, IT,[7] V	1–8		Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, concrete traffic barrier (cast-in-place)
E	3,000	0.50	2–5	I, II, I/II, IL, IP, IS, IT,[7] V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Seal concrete

Class of Concrete	Design Strength,[1] Min f'c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
F[6]	Note 8	0.45	2–5	I, II, I/II, IP, IS, IT,[7] V			Railroad structures; occasionally for bridge piers, columns, or bents
H[6]	Note 8	0.45	3–6	I, II, I/II, III, IP, IS, IT,[7] V	1–5	Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete.	Precast concrete, post-tension m
S[6]	4,000	0.45	2–5	I, II, I/II, IP, IS, IT,[7] V	1–8		Bridge slabs, top slabs of direct traffic culverts, approach slabs
P	See Item 360, "Concrete Pavement."	0.50	2–3	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Concrete pavement
CO[6]	4,600	0.40	6	I, II, I/II, IP, IS, IT,[7] V	1–8		Bridge deck concrete overlay
LMC[6]	4,000	0.40	6–8				Latex-modified concrete overlay
SS[6]	3,600	0.45	4–6			Use a minimum cementitious material content of 658 lb./cu. yd. of concrete.	Slurry displacement shafts, underwater drilled shafts
K[6]	Note 8	0.40	Note 8	I, II, I/II, III IP, IS, IT,[7] V			Note 8
HES	Note 8	0.45	Note 8	I, IL, II, I/II, III		Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply.	Concrete pavement, concrete pavement repair
"X" (HPC) [6,9,10]	Note 11	0.45	Note 11	I, II, I/II, III IP, IS, IT,[7] V	1–5, & 8	Maximum fly ash replacement for Options 1 and 3 may be increased to 45%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete.	
"X" (SRC) [6,9,10]	Note 11	0.45	Note 11	I/II, II, IP, IS, IT,[7] V	1–4 , & 7	Do not use Class C Fly Ash Type III-MS may be used where allowed. Type I and Type III cements may be used with Options 1–3, with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Do not use Option 7 for precast concrete.	

Table 8 (continued)
Concrete Classes

1. Design strength must be attained within 56 days.
2. Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
3. Use Grade 8 aggregate in extruded curbs unless otherwise approved.
4. Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
5. For information only.
6. Structural concrete classes.
7. Do not use Type IT cements containing > 5% limestone.
8. As shown on the plans or specified.
9. "X" denotes class of concrete shown on the plans or specified.
10. (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
11. Same as class of concrete shown on the plans.

4.2.2. **Aggregates.** Recycled crushed hydraulic cement concrete may be used as a coarse or fine aggregate in Class A, B, E, and P concrete. Limit recycled crushed concrete fine aggregate to a maximum of 20% of the fine aggregate.

Use light-colored aggregates when white hydraulic cement is specified.

Use fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.

Use the following equation to determine if the aggregate combination meets the acid insoluble residue requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(A_1 \times P_1)+(A_2 \times P_2)+(A_{ia} \times P_{ia})}{100} \geq 60\%$$

where:
A_1 = acid insoluble (%) of fine aggregate 1
A_2 = acid insoluble (%) of fine aggregate 2
A_{ia} = acid insoluble (%) of intermediate aggregate passing the 3/8 in. sieve
P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend
P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend
P_{ia} = percent by weight of intermediate aggregate passing the 3/8 in. sieve

Alternatively to the above equation, blend fine aggregate with a micro-deval loss of less than 12%, when tested in accordance with Tex-461-A, with at least 40% of a fine aggregate with an acid insoluble residue of at least 60%.

4.2.3. **Chemical Admixtures.** Do not use Type C, Type E, Type F, or Type G admixtures in Class S bridge deck concrete. Do not use chemical admixtures containing calcium chloride in any concrete.

Use a 30% calcium nitrite solution when a corrosion-inhibiting admixture is required. The corrosion-inhibiting admixture must be set neutral unless otherwise approved. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans.

4.2.4. **Air Entrainment.** Use an approved air-entraining admixture when air-entrained concrete is specified, or when an air-entraining admixture is used at the Contractor's option, and do not exceed the manufacturer's recommended dosage. Ensure the minimum entrained air content is at least 3.0% for all classes of concrete except Class P when air-entrained concrete is specified, during trial batch, or when providing previous field data.

4.2.5. **Slump.** Provide concrete with a slump in accordance with Table 9 unless otherwise specified. When approved, the slump of a given concrete mix may be increased above the values shown in Table 9 using chemical admixtures, provided the admixture-treated concrete has the same or lower water-to-cementitious material ratio and does not exhibit segregation or excessive bleeding. Request approval to exceed the slump limits in Table 9 sufficiently in advance for proper evaluation by the Engineer.

Perform job-control testing of slump in accordance with Section 421.4.8.3.1., "Job-Control Testing."

Table 9
Placement Slump Requirements

General Usage[1]	Placement Slump Range,[2] in.
Walls (over 9 in. thick), caps, columns, piers, approach slabs, concrete overlays	3 to 5
Bridge slabs, top slabs of direct traffic culverts, latex-modified concrete for bridge deck overlays	3 to 5-1/2
Inlets, manholes, walls (less than 9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed), seal concrete	4 to 5-1/2
Precast concrete	4 to 9
Underwater concrete placements	6 to 8-1/2
Drilled shafts, slurry displaced and underwater drilled shafts	See Item 416, "Drilled Shaft Foundations."
Curb, gutter, curb and gutter, concrete retards, sidewalk, driveways, anchors, riprap, small roadside sign foundations, concrete pavement repair, concrete repair	As approved

1. For information only.
2. For fiber reinforced concrete, perform slump before addition of fibers.

4.2.6. **Mix Design Options.**

4.2.6.1. **Option 1**. Replace 20% to 35% of the cement with Class F fly ash.

4.2.6.2. **Option 2**. Replace 35% to 50% of the cement with slag cement or MFFA.

4.2.6.3. **Option 3**. Replace 35% to 50% of the cement with a combination of Class F fly ash, slag cement, MFFA, UFFA, metakaolin, or silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

4.2.6.4. **Option 4**. Use Type IP, Type IS, or Type IT cement as allowed in Table 5 for each class of concrete. Up to 10% of a Type IP, Type IS, or Type IT cement may be replaced with Class F fly ash, slag cement, or silica fume. Use no more than 10% silica fume in the final cementitious material mixture if the Type IT cement contains silica fume, and silica fume is used to replace the cement.

4.2.6.5. **Option 5**. Replace 35% to 50% of the cement with a combination of Class C fly ash and at least 6% of silica fume, UFFA, or metakaolin. However, no more than 35% may be Class C fly ash, and no more than 10% may be silica fume.

4.2.6.6. **Option 6**. Use a lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A. Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's MPL, certified by the Construction Division as being capable of testing according to Tex-471-A.

4.2.6.7. **Option 7**. Ensure the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when using hydraulic cement not containing SCMs calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\%\ Na_2O \text{ equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

4.2.6.8. **Option 8**. Perform annual testing as required for any deviations from Options 1–5 or use mix design options listed in Table 10. Laboratories performing ASTM C1260, ASTM C1567, and ASTM C1293 testing must be listed on the Department's MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture conforms to the requirements of Table 10.

Provide a certified test report signed and sealed by a licensed professional engineer, when HPC is required, and less than 20% of the cement is replaced with SCMs, demonstrating ASTM C1202 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

- Moisture cure specimens 56 days at 73°F.
- Moisture cure specimens 7 days at 73°F followed by 21 days at 100°F.

Table 10
Option 8 Testing and Mix Design Requirements

Scenario	ASTM C1260 Result		Testing Requirements for Mix Design Materials or Prescriptive Mix Design Options[1]
	Mix Design Fine Aggregate	Mix Design Coarse Aggregate	
A	> 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of each aggregate[2] to 0.08% when tested individually in accordance with ASTM C1567; or Use a minimum of 40% Class C fly ash with a maximum CaO^3 content of 25%.
B	≤ 0.10%	≤ 0.10%	Use a minimum of 40% Class C fly ash with a maximum CaO^3 content of 25%; or Use any ternary combination which replaces 35% to 50% of cement.
	≤ 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Use a minimum of 20% of any Class C fly ash; or Use any ternary combination which replaces 35% to 50% of cement.
C	≤ 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of coarse and intermediate[2] aggregate to 0.08% when tested individually in accordance with ASTM C1567; or Use a minimum of 40% Class C fly ash with a maximum CaO^3 content of 25%.
D	> 0.10%	≤ 0.10%	Use a minimum of 40% Class C fly ash with a maximum CaO^3 content of 25%; or Use any ternary combination which replaces 35% to 50% of cement.
	> 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Determine the dosage of SCMs needed to limit the 14-day expansion of fine aggregate to 0.08% when tested in accordance with ASTM C1567.

1. Do not use Class C fly ash if the ASTM C1260 value of the fine, intermediate, or coarse aggregate is 0.30% or greater, unless the fly ash is used as part of a ternary system.
2. Intermediate size aggregates will fall under the requirements of mix design coarse aggregate.
3. Average the CaO content from the previous ten values as listed on the mill certificate.

4.2.7. **Optimized Aggregate Gradation (OAG) Concrete**. The gradation requirements in Table 3 and Table 4 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans. Use Tex-470-A to establish the optimized aggregate gradation. Use at least 420 lb. per cubic yard of cementitious material when OAG concrete is used unless otherwise approved. Use a coarse aggregate with a maximum nominal size of 1-1/2 in. for Class P concrete. Use a coarse aggregate for all other classes of concrete with a maximum nominal size not larger than:

- 1/5 the narrowest dimension between sides of forms, or
- 1/3 the depth of slabs, or
- 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, individual tendons, bundled tendons, or ducts.

Make necessary adjustments to individual aggregate stockpile proportions during OAG concrete production when the gradation deviates from the optimized gradation requirements.

4.2.8. **Self-Consolidating Concrete (SCC)**. Provide SCC meeting the following requirements shown in Table 11 when approved for use in precast concrete. Use concrete with a slump flow that can be placed without vibration and will not segregate or excessively bleed.

Request approval to exceed the slump flow limits sufficiently in advance for proper evaluation by the Engineer.

Table 11
Mix Design Requirements for SCC

Tests	Test Method	Acceptable Limits
Slump Flow for Precast Concrete	ASTM C1611	22 to 27[1]
T_{50}, sec	ASTM C1611	2 to 7
VSI Rating	ASTM C1611	0 or 1
Passing Ability, in.	ASTM C1621	≤ 2
Segregation Column, %	ASTM C1610	≤ 10
Bleeding, %	ASTM C232	≤ 2.5

1. These slump flow limits are generally acceptable for most applications. However, slump flow limits may be adjusted during mix design approval process and when approved by the Engineer.

4.3. **Concrete Trial Batches.** Perform preliminary and final trial batches when required by the plans, or when previous satisfactory field data is not available. Submit previous satisfactory field data to the Engineer showing the proposed mix design conforms to specification requirements when trial batches are not required and before concrete is placed.

Perform preliminary and final trial batches for all self-consolidating concrete mix designs.

4.3.1. **Preliminary Trial Batches.** Perform all necessary preliminary trial batch testing when required, and provide documentation including mix design, material proportions, and test results substantiating the mix design conforms to specification requirements.

4.3.2. **Final Trial batches.** Make all final trial batches using the proposed ingredients in a mixer that is representative of the mixers to be used on the job when required. Make the batch size at least 50% of the mixer's rated capacity. Perform fresh concrete tests for air content and slump, and make, cure, and test strength specimens for compliance with specification requirements. Test at least one set of design strength specimens, consisting of 2 specimens per set, at 7-day, 28-day, and at least one additional age unless otherwise directed. Before placing, provide the Engineer the option of witnessing final trial batches, including the testing of the concrete. If not provided this option, the Engineer may require additional trial batches, including testing, before the concrete is placed.

Conduct all testing listed in Table 11 when performing trial batches for self-consolidating concrete. Make an additional mixture with 3% more water than the preliminary trial batch. Make necessary adjustments to the mix design if this additional mixture does not meet requirements of Table 11. Cast and evaluate mock-ups for precast concrete that are representative of the actual product as directed. Provide the Engineer the option of witnessing final trial batches, including the testing of the concrete and the casting of the mock-ups before placement. If not provided this option, the Engineer may require additional trial batches, including testing and mock-ups, before the concrete is placed.

Establish 7-day compressive strength target values using the following formula for each Class A, B, and E concrete mix designs to be used:

$$\text{Target value} = \text{Minimum design strength} \times \frac{\text{7 - day avg. trial batch strength}}{\text{28 - day avg. trial batch strength}}$$

Submit previous satisfactory field data, data from a new trial batch, or other evidence showing the change will not adversely affect the relevant properties of the concrete when changes are made to the type, brand, or source of aggregates, cement, SCM, water, or chemical admixtures. Submit the data for approval before making changes to the mix design. A change in vendor does not necessarily constitute a change in materials or source. The Engineer may waive new trial batches when there is a prior record of satisfactory performance with the ingredients. During concrete production, dosage changes of chemical admixtures used in the trial batches will not require a re-evaluation of the mix design.

The Contractor has the option of performing trial batches in conjunction with concrete placements except for SCC mixtures, when new trial batches are required during the course of the project. If the concrete fails to meet any requirement, the Engineer will determine acceptability and payment adjustments.

Establish the strength–maturity relationship in accordance with Tex-426-A when the maturity method is specified or permitted. When using the maturity method, any changes in any of the ingredients, including changes in proportions, will require the development of a new strength–maturity relationship for the mix.

4.3.3. **Mix Design of Record.** Once a trial batch or previously satisfactory field data substantiates the mix design, the proportions and mixing methods used become the mix design of record. Do not exceed mix design water-to-cementitious material ratio.

4.4. **Production Testing.**

4.4.1. **Aggregate Moisture Testing.** Determine moisture content per Tex-409-A or Tex-425-A for coarse, intermediate, and fine aggregates at least twice a week, when there is an apparent change, or for new shipments of aggregate. When aggregate hoppers or storage bins are equipped with properly maintained electronic moisture probes for continuous moisture determination, moisture tests per Tex-409-A or Tex-425-A are not required. Electronic moisture probes, however, must be verified at least every 90 days against Tex-409-A and be accurate to within 1.0% of the actual moisture content.

When producing SCC, and when aggregate hoppers or storage bins are not equipped with electric moisture probes, determine the moisture content of the aggregates before producing the first concrete batch each day. Thereafter, determine the moisture content every 4 hr. or when there is an apparent change while SCC is being produced.

4.4.2. **Aggregate Gradation Testing.** Perform a sieve analysis in accordance with Tex-401-A on each stockpile used in the blend at least one day before producing OAG concrete when producing optimized aggregate gradation concrete. Perform sieve analysis on each stockpile after every 10,000 cubic yards of OAG concrete produced. Provide sieve analysis data to the Engineer.

4.5. **Measurement of Materials.**

4.5.1. **Non-Volumetric Mixers.** Measure aggregates by weight. Correct batch weight measurements for aggregate moisture content. Measure mixing water, consisting of water added to the batch, ice added to the batch, water occurring as surface moisture on the aggregates, and water introduced in the form of admixtures, by volume or weight. Measure ice by weight. Measure cement and supplementary cementing materials in a hopper and on a separate scale from those used for other materials. Measure the cement first when measuring the cumulative weight. Measure concrete chemical admixtures by weight or volume. Measure batch materials within the tolerances of Table 12.

Table 12
Mix Design Batching Tolerances—Non-Volumetric Mixers

Material	Tolerance (%)
Cement, wt.	-1 to +3
SCM, wt.	-1 to +3
Cement + SCM (cumulative weighing), wt.	-1 to +3
Water, wt. or volume	±3[1]
Fine aggregate, wt.	±2
Coarse aggregate, wt.	±2
Fine + coarse aggregate (cumulative weighing), wt.	±1
Chemical admixtures, wt. or volume	±3

1. Allowable deviation from target weight not including water withheld or moisture in the aggregate. The Engineer will verify the water-to-cementitious material ratio is within specified limits.

Ensure the quantity measured, when measuring cementitious materials at less than 30% of scale capacity, is accurate to not less than the required amount and not more than 4% in excess. Ensure the cumulative quantity, when measuring aggregates in a cumulative weigh batcher at less than 30% of the scale capacity,

is measured accurate to ±0.3% of scale capacity or ±3% of the required cumulative weight, whichever is less.

Measure cement in number of bags under special circumstances when approved. Use the weights listed on the packaging. Weighing bags of cement is not required. Ensure fractional bags are not used except for small hand-mixed batches of approximately 5 cu. ft. or less and when an approved method of volumetric or weight measurement is used.

4.5.2. **Volumetric Mixers.** Provide an accurate method of measuring all ingredients by volume, and calibrate equipment to assure correct measurement of materials within the specified tolerances. Base tolerances on volume–weight relationship established by calibration, and measure the various ingredients within the tolerances of Table 13. Correct batch measurements for aggregate moisture content.

Table 13
Mix Design Batching Tolerances—Volumetric Mixers

Material	Tolerance
Cement, wt. %	0 to +4
SCM, wt. %	0 to +4
Fine aggregate, wt. %	±2
Coarse aggregate, wt. %	±2
Admixtures, wt. or volume %	±3
Water, wt. or volume %	±1

4.6. **Mixing and Delivering Concrete.**

4.6.1. **Mixing Concrete.** Operate mixers and agitators within the limits of the rated capacity and speed of rotation for mixing and agitation as designated by the manufacturer of the equipment. Provide concrete in a thoroughly mixed and uniform mass with a satisfactory degree of uniformity when tested in accordance with Tex-472-A.

Do not top-load new concrete onto returned concrete.

Adjust mixing times and batching operations as necessary when the concrete contains silica fume to ensure the material is completely and uniformly dispersed in the mix. The dispersion of the silica fume within the mix will be verified by the Construction Division, Materials and Pavements Section, using cylinders made from trial batches. Make necessary changes to the batching operations, if uniform dispersion is not achieved, until uniform and complete dispersion of the silica fume is achieved.

Mix concrete by hand methods or in a small motor-driven mixer when permitted, for small placements of less than 2 cu. yd. For such placements, proportion the mix by volume or weight.

4.6.2. **Delivering Concrete.** Deliver concrete to the project in a thoroughly mixed and uniform mass, and discharge the concrete with a satisfactory degree of uniformity. Conduct testing in accordance with Tex-472-A when there is a reason to suspect the uniformity of concrete and as directed.

Maintain concrete delivery and placement rates sufficient to prevent cold joints.

Adding chemical admixtures or the portion of water withheld is only permitted at the jobsite, under the supervision of the Engineer, to adjust the slump or slump flow of the concrete. Do not add water or chemical admixtures to the batch after more than an amount needed to conduct slump testing has been discharged. Turn the drum or blades at least 30 additional revolutions at mixing speed to ensure thorough and uniform mixing of the concrete. When this water is added, do not exceed the approved mix design water-to-cementitious material ratio.

Before unloading, furnish the delivery ticket for the batch of concrete containing the information required on Department Form 596, "Concrete Batch Ticket." The Engineer will verify all required information is provided on the delivery tickets. The Engineer may suspend concrete operations until the corrective actions are

implemented if delivery tickets do not provide the required information. The Engineer will verify the design water-to-cementitious material ratio is not exceeded.

Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete may be discharged after these times provided the concrete temperature and slump meet the requirements listed in this Item and other pertinent Items. Perform these tests with certified testing personnel per Section 421.4.8.1., "Certification of Testing Personnel." Provide the Engineer the option of witnessing testing of the concrete. If not provided this option, the Engineer may require additional testing before the concrete is placed.

Table 14
Concrete Discharge Times

Fresh Concrete Temperature, °F	Max Time After Batching for Concrete Not Containing Type B or D Admixtures, min.	Max Time After Batching for Concrete Containing Type B or D Admixtures,[1] min.
90 and above	45	75
75 ≤ T < 90	60	90
T < 75	90	120

1. Concrete must contain at least the minimum manufacturer's recommended dosage of Type B or D admixture.

4.7. **Placing, Finishing, and Curing Concrete.** Place, finish, and cure concrete in accordance with the pertinent Items.

4.8. **Sampling and Testing of Concrete**. Unless otherwise specified, all fresh and hardened concrete is subject to testing as follows:

4.8.1. **Certification of Testing Personnel.** Contractor personnel performing testing must be either ACI-certified or qualified by a Department-recognized equivalent written and performance testing program for the tests being performed. Personnel performing these tests are subject to Department approval. Use of a commercial laboratory is permitted at the Contractor's option. All personnel performing testing using the maturity method must be qualified by a training program recognized by the Department before using this method on the job.

4.8.2. **Fresh Concrete.** Provide safe access and assistance to the Engineer during sampling. Fresh concrete will be sampled for testing at the discharge end if using belt conveyors or pumps. When it is impractical to sample at the discharge end, a sample will be taken at the time of discharge from the delivery equipment and correlation testing will be performed and documented to ensure specification requirements are met at the discharge end.

4.8.3. **Testing of Fresh Concrete.** Test for the fresh properties listed in Table 15.

Table 15
Fresh Concrete Tests

Tests	Test Methods
Slump[1]	Tex-415-A
Temperature[1]	Tex-422-A
Air Content[1,2]	Tex-414-A, Tex-416-A, or ASTM C457

1. Job-control testing performed by the Contractor.
2. Only required when air-entrained concrete is specified on the plans.

Concrete with a slump lower than the minimum placement slump in Table 9 after the addition of all water withheld, or concrete exhibiting segregation and excessive bleeding will be rejected.

4.8.3.1. **Job-Control Testing**. Perform job-control testing as specified in Table 16 unless otherwise specified. Provide the Engineer the opportunity to witness the testing. The Engineer may require a retest if not given the opportunity to witness. Immediately notify the Engineer of any nonconformity issues. Furnish a copy of all test results to the Engineer daily.

Table 16
Job-Control Testing Frequencies

Concrete Placements	Frequency
Bridge Deck Placements	Test the first few loads, then every 60 cu. yd. or fraction thereof.
All Other Structural Class Concrete Placements	One test every 60 cu. yd. or fraction thereof per class per day.
Non-Structural Class Concrete Placements	One test every 180 cu. yd. or fraction thereof.

Immediately resample and retest the concrete slump when the concrete exceeds the slump range at time of placement. If the concrete exceeds the slump range after the retest, and is used at the Contractor's option, the Engineer will make strength specimens as specified in Article 421.5., "Acceptance of Concrete."

4.8.3.2. **Strength Specimen Handling.** Remove specimens from their molds and deliver Department test specimens to curing facilities within 24 to 48 hr. after molding, in accordance with pertinent test procedures unless otherwise shown on the plans or directed. Clean and prepare molds for reuse if necessary.

5. ACCEPTANCE OF CONCRETE

The Engineer will sample and test the fresh and hardened concrete for acceptance. The test results will be reported to the Contractor and the concrete supplier. Investigate the quality of the materials, the concrete production operations, and other possible problem areas to determine the cause for any concrete that fails to meet the required strengths as outlined below. Take necessary actions to correct the problem including redesign of the concrete mix. The Engineer may suspend all concrete operations under the pertinent Items if the Contractor is unable to identify, document, and correct the cause of the low strengths in a timely manner. Resume concrete operations only after obtaining approval for any proposed corrective actions. Concrete failing to meet the required strength as outlined below will be evaluated using the procedures listed in Article 421.6., "Measurement and Payment."

5.1. **Structural Class of Concrete.** For concrete classes identified as structural concrete in Table 8, the Engineer will make and test 7-day and 28-day specimens. Acceptance will be based on attaining the design strength given in Table 8.

5.2. **Class P and Class HES.** The Engineer will base acceptance in accordance with Item 360, "Concrete Pavement," and Item 361, "Repair of Concrete Pavement."

5.3. **All Other Classes of Concrete.** For concrete classes not identified as structural concrete in Table 8, the Engineer will make and test 7-day specimens. The Engineer will base acceptance on the 7-day target value established in accordance with Section 421.4.3., "Concrete Trial Batches."

6. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

The following procedure will be used to evaluate concrete where one or more project acceptance test specimens fail to meet the required design strength specified in this Item or on the plans:

- The concrete for a given placement will be considered structurally adequate and accepted at full price if the average of all test results for specimens made at the time of placement meets the required design strength provided no single test result is less than 85% of the required design strength.
- The Engineer will perform a structural review of the concrete to determine its adequacy to remain in service if the average of all test results for specimens made at the time of placement is less than the required design strength or if any test results are less than 85% of the required design strength. If the in-situ concrete strength is needed for the structural review, take cores at locations designated by the

Engineer in accordance with Tex-424-A. The Engineer will test the cores. The coring and testing will be at the Contractor's expense.

- If all of the tested cores meet the required design strength, the concrete will be paid for at full price.
- If any of the tested cores do not meet the required design strength, but the average strength attained is determined to be structurally adequate, the Engineer will determine the limits of the payment adjustment using the following formula:

$$A = B_p\left[-5.37\left(\frac{S_a}{S_s}\right)^2 + 11.69\left(\frac{S_a}{S_s}\right) - 5.32\right]$$

where:
A = Amount to be paid per unit of measure for the entire placement in question
S_a = Actual average strength from cylinders or cores. Use values from cores, if taken.
S_s = Minimum required strength (specified)
B_p = Unit Bid Price

- If the structural review determines the concrete is not adequate to remain in service, the Engineer will determine the limits of the concrete to be removed.
- The decision to reject structurally inadequate concrete or to apply the payment adjustment factor will be made no later than 56 days after placement.

Item 431
Pneumatically Placed Concrete

1. DESCRIPTION

Furnish and place pneumatically applied concrete for the construction of portions of structures, repairing concrete structures, encasement of structural steel members, lining ditches and tunnels, soil-nail walls, retaining walls, and other work as shown on the plans or as directed.

2. MATERIALS

Provide pre-bagged concrete materials for concrete structure repair and class of concrete shown on the plans for other work unless otherwise shown on the plans.

Submit pre-bagged materials information for approval. Material testing may be required before approval and installation test panels will be required in accordance with Section 431.2.4., "Proportioning and Mixing."

Provide materials in accordance with the pertinent requirements of the following Items with the exceptions noted in Section 431.2.1., "Exceptions to Item 421, 'Hydraulic Cement Concrete,'" Section 431.2.2., "Exceptions to Item 440, 'Reinforcement for Concrete,'" and Section 431.2.3., "Exception to DMS-6310, 'Joint Sealants and Fillers.'"

- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"
- DMS-4655, "Concrete Repair Materials"
- DMS-6310, "Joint Sealants and Fillers"

2.1. **Exceptions to Item 421, "Hydraulic Cement Concrete."** Provide a fine aggregate that meets the requirements of Item 421, "Hydraulic Cement Concrete," Table 6, Grade 1, and a coarse aggregate that meets the requirements of Item 421, "Hydraulic Cement Concrete," Table 4, Grade 7, unless otherwise noted on the plans.

2.2. **Exceptions to Item 440, "Reinforcement for Concrete."** Provide mushroom headed steel anchors or expansion anchor hook bolts with a minimum diameter of 1/8 in. and a minimum length of 2 in. to attach reinforcement for the repair of concrete structures as shown on the plans or as directed. Reinforcing steel may be either welded wire fabric or reinforcing bars unless otherwise shown on the plans.

2.3. **Exception to DMS-6310, "Joint Sealants and Fillers."** Provide a preformed bituminous fiber material unless otherwise noted on the plans.

2.4. **Proportioning and Mixing.** Submit for approval a proposed mix design conforming to the basic mix design requirements provided in Table 1 unless otherwise shown on the plans.

Table 1
Classes of Concrete

Class	Ratio of Cement to Total Aggregate[1]	Minimum 7-Day Compressive Strength (psi)[2]
I	1:4	3,000
II	1:5	2,500

1. More cement may be used when approved.
2. Higher minimum strengths may be specified.

Measure the cement and aggregates by volume and mix with enough water to achieve the desired consistency. Use as little water as possible to achieve sufficient adhesion. Mix concrete sufficiently dry so it will not sag or fall from vertical or inclined surfaces or separate in horizontal work.

Prepare test panels using the same air pressure, nozzle tip, and position to be used for the production work to verify the mix design before approval. Apply a 3-in. layer of concrete to a plywood sheet with minimum dimensions of 18 in. × 18 in. for each test panel. Cure the test panels in the same manner as the proposed work.

Take 3 cores, each 2 in. in diameter, out of each test panel and test in compression at 7 days in accordance with Tex-424-A. The mix design will be approved when the average strength of the 3 cores conforms to the strengths shown in Table 1. Provide additional test panels as directed if there are any changes in materials, equipment, or nozzle operator during the work.

3. CONSTRUCTION

3.1. **Qualification**. Provide experienced personnel able to produce concrete satisfying plan requirements and of uniform quality as required. Provide documentation of nozzle operator's qualification for the process proposed and orientation of the application meeting the minimum requirements when shown on the plans.

Demonstrate nozzle operator's abilities by constructing test panels before commencement of work. Orient test panels to match application direction of placement. Include reinforcing steel in the test panel with similar spacing as in member. Qualification test panels may be used for mix verification in accordance with Section 431.2.4., "Proportioning and Mixing."

3.2. **Surface Preparation**. Grade the area of proposed work accurately to the elevation and dimensions shown on the plans when concrete is to be placed against soil. Compact with sufficient moisture to provide a firm foundation and to prevent absorption of water from the concrete but without free surface moisture.

Remove paint, rust, loose mill scale, grease or oil, and all other foreign materials that may reduce the bond of the concrete to the steel when concrete is used to encase structural steel members.

Remove all deteriorated or loose material by chipping with pneumatic, electric, or hand tools when concrete is placed against concrete or rock. Cut square or slightly undercut shoulders approximately 1 in. deep along the perimeter of repair areas. Sandblast the surface to clean all rust from exposed reinforcing steel and to produce a clean rough-textured surface on the concrete or rock. Wet the surface against which the concrete will be placed for at least 1 hour with potable water. Place the concrete when the surface has dried to a saturated surface-dry (SSD) condition. Achieve SSD conditions by high-pressure water blasting 15 to 30 min. before placing the repair material, soaking a minimum of 12 hr., or by other approved methods. An SSD condition is achieved when the surface remains damp when exposed to sunlight for 15 min.

Provide joints, side forms, headers, and shooting strips for backing or paneling. Use ground or gauging wires where necessary to establish thickness, surface planes, and finish lines.

3.3. **Reinforcement**. Place and secure reinforcement to ensure there is no displacement from impact of applying pneumatically placed concrete. Place reinforcing bars at a spacing not less than 2-1/2 in. Support reinforcing wire fabric or bars using mushroom headed anchors, expansion hook bolts, or grouted rebar capable of resisting a pullout force of 2,500 lb. Space anchors no more than 12 in. center-to-center on overhead

surfaces, 18 in. center-to-center on vertical surfaces, and 36 in. center-to-center on top horizontal surfaces. Use at least 3 anchors in each individual patch area. Do not use explosive force to shoot anchors into concrete. Check the resistance to pullout of the reinforcing anchors when directed. Notify the Engineer before installation of the anchors. Locate anchors so there is no damage to prestressing tendons or conduits embedded in the concrete.

Use reinforcement when performing repair work in all areas where the thickness of the concrete will exceed 1-1/2 in. Use a single layer of either 2 × 2 – W1.2 × W1.2 or 3 × 3 –W1.5 × W1.5 of welded wire fabric, or approved equivalent, unless noted otherwise on the plans. Use a single layer of wire fabric to reinforce each 4 in. thickness of patch or fractional part in areas where the concrete thickness exceeds 4 in. Encase completely each layer of wire fabric in concrete that has taken its initial set before installing the succeeding layer of wire fabric. Place the reinforcing fabric parallel to the finished surface, and support it so it will be at least 3/4 in. out from the surface to be covered. Provide at least 1 in. clearance between the finished concrete surface and all steel items including anchors, reinforcing bars, and wire fabric. Lap adjacent fabric sheets at least 6 in. and tie together securely at a spacing of no more than 18 in. Pre-bend fabric before installing to fit around corners and into re-entrant angles.

Pre-bend the welded wire fabric for encasement of steel members using a template to conform as nearly as possible to the outlines of the members to be encased. Drill holes between 1/2 and 1 in. in diameter in the webs of the members as close as possible to the flanges to allow for attachment of the reinforcing fabric. Space these holes at approximately 3 ft. on center. Use 3/8-in. diameter rods placed through these holes to secure the reinforcing fabric. Hold the reinforcing fabric at least 3/4 in. out from the surface of the steel member. Lap adjacent fabric sheets at least 6 in. and tie together at a spacing of no more than 12 in.

3.4. **Pneumatic Placement of Concrete**. Pneumatically applied concrete can be either dry-mix or wet-mix. The dry-mix process consists of dry-mixed fine aggregate and hydraulic cement to which water is added immediately before its pneumatic expulsion from a nozzle. The wet-mix process consists of mechanically premixed concrete pneumatically applied through a nozzle.

3.4.1. **General.** Place the concrete when the ambient temperature is above 35°F and rising and material temperature is between 50°F and 90°F for wet-mix and below 100°F for dry-mix. Do not place concrete against a surface containing frost, ice, or standing water. Protect concrete from freezing or quick drying after placement. Apply the concrete using pneumatic equipment that sprays the mix onto the prepared surface at a velocity less than 100 ft. per second for construction of portions of structures, repairing concrete structures, or encasement of structural steel members. Minimize rebound and produce a compacted dense homogenous mass. Do not apply concrete if high winds will prevent proper application or if rain could wash out the concrete.

Hold the nozzle approximately 2 to 4 ft. from the surface and position it so the concrete impinges nearly at right angles to the surface being covered. Use shooting strips to ensure straight lines, square corners, and a plane surface of concrete. Place to keep the trapping of rebound to a minimum. Slope the concrete off to a thin edge at the end of each day's work or at similar stopping periods requiring construction joint. Thoroughly clean and wet previously placed concrete before placing an adjacent or additional section. Apply a sufficient number of coats to obtain the required thickness. Place coats on vertical and overhead surfaces in layers of such thickness to prevent sloughing, sagging, tearing, or debonding. Provide a sufficient interval between successive layers in sloping, vertical, or overhead work to allow initial but not final set. Clean the surface to remove the thin film of laitance to provide for a bond with succeeding applications. Remove rebound and accumulated loose sand from the surface to be covered before placing of the original or succeeding layers of concrete. Correct any sags or other defects to the proper section as directed.

Place concrete to completely encase reinforcing steel. Encase reinforcing steel by shooting with sufficient velocity and plasticity that material flows around and behind reinforcement.

Apply the concrete using either the wet-mix or dry-mix process unless otherwise noted on the plans. Mix the materials thoroughly and uniformly using a paddle or drum type mixer designed for pneumatic application. Wet-mix process applications can use transit-mix concrete. Do not use the wet-mix process for repair of damaged concrete.

Clean mixing and placing equipment at regular intervals. Inspect the nozzle liner and water and air injection system daily; replace worn parts as necessary.

Do not reuse rebound or overspray concrete.

3.4.2. **Dry-Mix Process.** Use a compressor or blower capable of delivering a sufficient volume of oil-free air at the pressure shown in Table 2. Maintain steady pressure throughout the placing process.

Use a water pump with the size and capacity to deliver water to the nozzle with a pressure at least 15 psi more than the required air pressure.

The values shown in Table 2 are based on a hose length of 150 ft. with the nozzle less than 25 ft. above the delivery equipment. Increase operating pressure approximately 5 psi for each additional 50 ft. of hose and approximately 5 psi for each 25 ft. the nozzle is raised.

Table 2
Compressor Capacities

Compressor Capacity, CFM	Hose Diameter, in.	Maximum Size of Nozzle Tip, in.	Operating Air Pressure Available, psi
250	1	3/4	40
315	1-1/4	1	45
365	1-1/2	1-1/4	55
500	1-5/8	1-1/2	65
600	1-3/4	1-5/8	75
750	2	1-3/4	85

3.4.3. **Wet-Mix Process.** Operate the pump at a line pressure between 100 psi and 300 psi. Use delivery hoses between 1-1/2 in. and 3 in. in diameter. Use mixing equipment capable of thoroughly mixing the materials in sufficient quantity to maintain continuous placement.

3.5. **Construction Joints.** Use a square butt joint where the joint is subject to compressive stress or is over existing construction joints unless noted otherwise on the plans. Use tapered or square butt joints at other locations. Square the outside 1 in. of tapered joints perpendicular to the surface.

3.6. **Finish.** Use a sharp trowel to cut off all high spots after the concrete has been placed to the desired thickness or screed to a true plane as determined by shooting strips or by the original concrete surface. Lightly apply cutting screeds, where used, to all surfaces so as not to disturb the concrete for an appreciable depth. Work in an upward direction when concrete is applied on vertical surfaces. Give the finished concrete a final flash coat of about 1/8 in. unless directed otherwise. Obtain a uniform appearance on all exposed surfaces unless otherwise shown on the plans.

3.7. **Curing.** Cure encasements with water for 4 days. Cure repairs and structural construction using either a piece of wet burlap taped over the repaired area with a covering of 4-mil minimum plastic sheet also taped in place or membrane curing as approved. Overlap the burlap with the plastic sheet and continuously tape the edges with a tape at least 3 in. wide (air duct tape or better) to completely enclose the mat and hold in moisture. Cure in this manner for 4 days. Curing is not required for soil-nail walls unless walls are the final exposed surfaces, which in this case, cure at least 4 days in accordance with Item 420, "Concrete Substructures." Apply membrane curing in accordance with Section 420.2.7., "Curing Materials," for tunnel and ditch linings and vertical or overhead patches as approved.

3.8. **Repair of Defects.** Repair or replace debonded areas as directed.

4. MEASUREMENT

Measurement of pneumatically placed concrete for encasement of structural members will be by the square foot of the actual contact area.

Measurement of pneumatically placed concrete for repair of concrete structures will be by the cubic foot in place using the surface area times the average depth of the patch. When pneumatically placed concrete for repair of concrete structures is allowed or specified for Item 429, "Concrete Structure Repair," measurement and payment is in accordance with Article 429.5., "Payment."

5. PAYMENT

When pneumatically placed concrete is specified as a bid item, 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 "Pneumatically Placed Concrete (Encasement)" or for "Pneumatically Placed Concrete (Repair)." This price is full compensation for cement, aggregate, water, and reinforcement; furnishing and installing steel anchors; removal of deteriorated or unsound concrete; mixing, placing, and curing pneumatically placed concrete; and equipment, labor, tools, and incidentals. Pneumatically placed concrete used for work other than encasement or repair will not be paid for directly but will be considered subsidiary to pertinent Items.

Item 432
Riprap

1. DESCRIPTION

Furnish and place concrete, stone, cement-stabilized, or special riprap.

2. MATERIALS

Furnish materials in accordance with the following Items.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 431, "Pneumatically Placed Concrete,"
- Item 440, "Reinforcement for Concrete," and
- DMS-6200, "Filter Fabric."

2.1. **Concrete Riprap.** Use Class B Concrete unless otherwise shown on the plans.

2.2. **Pneumatically Placed Concrete Riprap.** Use Class II concrete that meets Item 431, "Pneumatically Placed Concrete," unless otherwise shown on the plans.

2.3. **Stone Riprap.** Use durable natural stone with a bulk specific gravity of at least 2.50 as determined by Tex-403-A unless otherwise shown on the plans. Provide stone that, when tested in accordance with Tex-411-A, has weight loss of no more than 18% after 5 cycles of magnesium sulfate solution.

Perform a size verification test on the first 5,000 sq. yd. of finished riprap stone for all types of stone riprap at a location determined by the Engineer. Test the riprap stone in accordance with ASTM D5519. Additional tests may be required. Do not place additional riprap until the initial 5,000 sq. yd. of riprap has been approved.

Provide grout or mortar in accordance with Item 421, "Hydraulic Cement Concrete," when specified. Provide grout with a consistency that will flow into and fill all voids.

Provide filter fabric in accordance with DMS-6200, "Filter Fabric." Provide Type 2 filter fabric for protection stone riprap unless otherwise shown on the plans. Provide Type 2 filter fabric for Type R, F, or Common stone riprap when shown on the plans.

2.3.1. **Type R.** Use stones between 50 and 250 lb. with at least 50% of the stones heavier than 100 lb.

2.3.2. **Type F.** Use stones between 50 and 250 lb. with at least 40% of the stones heavier than 100 lb. Use stones with at least 1 broad flat surface.

2.3.3. **Common.** Use stones between 50 and 250 lb. Use stones that are at least 3 in. in their least dimension. Use stones that are at least twice as wide as they are thick. When shown on the plans or approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken concrete.

2.3.4. **Protection.** Use boulders or quarried rock that meets the gradation requirements of Table 1. Both the width and the thickness of each piece of riprap must be at least 1/3 of the length. When shown on the plans or as approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken

concrete. Determine gradation of the finished, in-place, riprap stone under the direct supervision of the Engineer in accordance with ASTM D5519.

Table 1
In-Place Protection Riprap Gradation Requirements

Size	Maximum Size (lb.)	90% Size[1] (lb.)	50% Size[2] (lb.)	8% Size[3] Minimum (lb.)
12 in.	200	80–180	30–75	3
15 in.	320	170–300	60–165	20
18 in.	530	290–475	105–220	22
21 in.	800	460–720	175–300	25
24 in.	1,000	550–850	200–325	30
30 in.	2,600	1,150–2,250	400–900	40

1. Defined as that size such that 10% of the total riprap stone, by weight, is larger and 90% is smaller.
2. Defined as that size such that 50% of the total riprap stone, by weight, is larger and 50% is smaller.
3. Defined as that size such that 92% of the total riprap stone, by weight, is larger and 8% is smaller.

The Engineer may require in-place verification of the stone size. Determine the in-place size of the riprap stone by taking linear transects along the riprap and measuring the intermediate axis of the stone at select intervals. Place a tape measure along the riprap and determine the intermediate axis size of the stone at 2 ft. intervals. Measure a minimum of 100 stones, either in a single transect or in multiple transects, then follow ASTM D5519 Test Procedure Part B to determine the gradation. Table 2 is a guide for comparing the stone size in inches to the stone weight shown in Table 1.

Table 2
Protection Riprap Stone Size[1]

Size	Dmax (in.)	D90 (in.)	D50 (in.)	D8 (in.)
12 in.	13.76	10.14–13.29	7.31–9.92	3.39
15 in.	16.10	13.04–15.75	9.21–12.91	6.39
18 in.	19.04	15.58–18.36	11.10–14.21	6.59
21 in.	21.85	18.17–21.09	13.16–15.75	6.88
24 in.	23.53	19.28–22.29	13.76–16.18	7.31
30 in.	32.36	24.65–30.84	17.34–22.72	8.05

1. Based on a Specific Gravity of 2.5 and using the following equation for the intermediate axis diameter $D = \{(12*W)/(Gs*62.4*0.85)\}^{1/3}$

   where:
   D = intermediate axis diameter in in.;
   W = weight of stone in lbs.;
   Gs = Specific Gravity of stone.
   Note—If the Specific Gravity of the stone is different than 2.5, then the above equation can be used to determine the appropriate size using the actual Specific Gravity.

If required, provide bedding stone that, in-place, meets the gradation requirements shown in Table 3 or as otherwise shown on the plans. Determine the size distribution in Table 3 in accordance with ASTM D6913.

Table 3
Protection Riprap Bedding Material Gradation Requirements

Sieve Size (Sq. Mesh)	% by Weight Passing
3"	100
1-1/2"	50–80
3/4"	20–60
#4	0–15
#10	0–5

2.4. **Cement-Stabilized Riprap**. Provide aggregate that meets Item 247, "Flexible Base," for the type and grade shown on the plans. Use cement-stabilized riprap with 7% hydraulic cement by dry weight of the aggregate.

2.5. **Special Riprap**. Furnish materials for special riprap according to the plans.

3. CONSTRUCTION

Dress slopes and protected areas to the line and grade shown on the plans before the placement of riprap. Place riprap and toe walls according to details and dimensions shown on the plans or as directed.

3.1. **Concrete Riprap**. Reinforce concrete riprap with 6 × 6 – W2.9 × W2.9 welded wire fabric or with No. 3 or No. 4 reinforcing bars spaced at a maximum of 18 in. in each direction unless otherwise shown. Alternative styles of welded wire fabric that provide at least 0.058 sq. in. of steel per foot in both directions may be used if approved. A combination of welded wire fabric and reinforcing bars may be provided when both are permitted. Provide a minimum 6-in. lap at all splices. Provide horizontal cover of at least 1 in. and no more than 3 in. at the edge of the riprap. Place the first parallel bar no more than 6 in. from the edge of concrete. Use approved supports to hold the reinforcement approximately equidistant from the top and bottom surface of the slab. Adjust reinforcement during concrete placement to maintain correct position.

Sprinkle or sprinkle and consolidate the subgrade before the concrete is placed as directed. All surfaces must be moist when concrete is placed.

Compact and shape the concrete once it has been placed to conform to the dimensions shown on the plans. Finish the surface with a wood float after it has set sufficiently to avoid slumping to secure a smooth surface or broom finish as approved.

Cure the riprap immediately after the finishing operation according to Item 420, "Concrete Substructures."

3.2. **Stone Riprap**. Provide the following types of stone riprap when shown on the plans:

- **Dry Riprap**. Stone riprap with voids filled with only spalls or small stones.
- **Grouted Riprap**. Type R, F, or Common stone riprap with voids grouted after all the stones are in place.
- **Mortared Riprap**. Type F stone riprap laid and mortared as each stone is placed.

Use spalls and small stones lighter than 25 lb. to fill open joints and voids in stone riprap, and place to a tight fit.

Place mortar or grout only when the air temperature is above 35°F. Protect work from rapid drying for at least 3 days after placement.

Place filter fabric with the length running up and down the slope unless otherwise approved. Ensure fabric has a minimum overlap of 2 ft. Secure fabric with nails or pins. Use nails at least 2 in. long with washers or U-shaped pins with legs at least 9 in. long. Space nails or pins at a maximum of 10 ft. in each direction and 5 ft. along the seams. Alternative anchorage and spacing may be used when approved.

3.2.1. **Type R**. Construct riprap as shown in Figure 1 on the *Stone Riprap Standard* and as shown on the plans. Place stones in a single layer with close joints so most of their weight is carried by the earth and not the adjacent stones. Place the upright axis of the stones at an angle of approximately 90° to the embankment slope. Place each course from the bottom of the embankment upward with the larger stones in the lower courses.

Fill open joints between stones with spalls. Place stones to create a uniform finished top surface. Do not exceed a 6-in. variation between the tops of adjacent stones. Replace, embed deeper, or chip away stones that project more than the allowable amount above the finished surface.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require Type R stone riprap to be grouted. Wet the stones thoroughly after they are in place, fill the spaces between the stones with grout, and pack. Sweep the surface of the riprap with a stiff broom after grouting.

3.2.2. **Type F.**

3.2.2.1. **Dry Placement.** Construct riprap as shown in Figure 2 on the *Stone Riprap Standard.* Set the flat surface on a prepared horizontal earth bed, and overlap the underlying course to secure a lapped surface. Place the large stones first, roughly arranged in close contact. Fill the spaces between the large stones with suitably sized stones placed to leave the surface evenly stepped and conforming to the contour required. Place stone to drain water down the face of the slope.

3.2.2.2. **Grouting.** Construct riprap as shown in Figure 3 on the *Stone Riprap Standard.* Size, shape, and lay large flat-surfaced stones to produce an even surface with minimal voids. Place stones with the flat surface facing upward parallel to the slope. Place the largest stones near the base of the slope. Fill spaces between the larger stones with stones of suitable size, leaving the surface smooth, tight, and conforming to the contour required. Place the stones to create a plane surface with a variation no more than 6 in. in 10 ft. from true plane. Provide the same degree of accuracy for warped and curved surfaces. Prevent earth, sand, or foreign material from filling the spaces between the stones. Wet the stones thoroughly after they are in place, fill the spaces between them with grout, and pack. Sweep the surface with a stiff broom after grouting.

3.2.2.3. **Mortaring.** Construct riprap as shown in Figure 2 on the *Stone Riprap Standard.* Lap courses as described for dry placement. Wet the stones thoroughly before placing mortar. Bed the larger stones in fresh mortar as they are being place and shove adjacent stones into contact with one another. Spread excess mortar forced out during placement of the stones uniformly over them to fill all voids completely. Point up all joints roughly either with flush joints or shallow, smooth-raked joints as directed.

3.2.3. **Common.** Construct riprap as shown in Figure 4 on the *Stone Riprap Standard.* Place stones on a bed excavated for the base course. Bed the base course of stone well into the ground with the edges in contact. Bed and place each succeeding course in even contact with the preceding course. Use spalls and small stones to fill any open joints and voids in the riprap. Ensure the finished surface presents an even, tight surface, true to the line and grades of the typical sections.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require grouting common stone riprap. Wet the stones thoroughly after they are in place; fill the spaces between them with grout; and pack. Sweep the surface with a stiff broom after grouting.

3.2.4. **Protection.** Construct riprap as shown in Figure 5 on the *Stone Riprap Standard.* Place riprap stone on the slopes within the limits shown on the plans. Place stone for riprap on the filter fabric to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids. Construct the riprap to the lines and grades shown on the plans or staked in the field. A tolerance of +6 in. and −0 in. from the slope line and grades shown on the plans is allowed in the finished surface of the riprap. Place riprap to its full thickness in a single operation. Avoid displacing the filter fabric. Ensure the entire mass of stones in their final position is free from objectionable pockets of small stones and clusters of larger stones. Do not place riprap in layers, and do not place it by dumping it into chutes, dumping it from the top of the slope, pushing it from the top of the slope, or any method likely to cause segregation of the various sizes. Obtain the desired distribution of the various sizes of stones throughout the mass by selective loading of material at the quarry or other source or by other methods of placement that will produce the specified results. Rearrange individual stones by mechanical equipment or by hand if necessary to obtain a reasonably well-graded distribution of stone sizes. Use the bedding thickness shown and place stone for riprap on the bedding material to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids if required on the plans.

3.3. **Pneumatically Placed Concrete Riprap, Class II.** Meet Item 431, "Pneumatically Placed Concrete." Provide reinforcement following the details on the plans and Item 440, "Reinforcement for Concrete." Support reinforcement with approved supports throughout placement of concrete.

Give the surface a wood-float finish or a gun finish as directed. Cure the riprap with membrane-curing compound immediately after the finishing operation in accordance with Item 420, "Concrete Substructures."

3.4. **Cement-Stabilized Riprap**. Follow the requirements of the plans and the provisions for concrete riprap except when reinforcement is not required. The Engineer will approve the design and mixing of the cement-stabilized riprap.

3.5. **Special Riprap**. Construct special riprap according to the plans.

4. MEASUREMENT

This Item will be measured by the cubic yard of material complete in place. Volume will be computed on the basis of the measured area in place and the thickness and toe wall width shown on the plans.

If required on the plans, the pay quantity of the bedding material for stone riprap for protection to be paid for will be measured by the cubic yard as computed from the measured area in place and the bedding thickness shown on the plans.

5. 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 "Riprap" of the type, thickness, and void-filling technique (Dry, Grout, Mortar) specified, as applicable. This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, expansion joint material, concrete and reinforcing steel, grout and mortar, scales, test weights, equipment, labor, tools, and incidentals.

Payment for excavation of toe wall trenches, for all necessary excavation below natural ground or bottom of excavated channel, and for shaping of slopes for riprap will be included in the unit price bid per cubic yard of riprap.

When bedding is required for protection stone riprap, payment will be made at the unit price for "Bedding Material" of the thickness specified. This price is full compensation for furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Item 440
Reinforcement for Concrete

1. DESCRIPTION

Furnish and place reinforcement of the type, size, and details shown on the plans.

2. MATERIALS

Use deformed steel bar reinforcement unless otherwise specified or allowed.

2.1. **Approved Mills.** Before furnishing steel, producing mills of reinforcing steel for the Department must be pre-approved in accordance with DMS-7320, "Qualification Procedure for Reinforcing Steel Producing Mills," by the Construction Division. The Department's MPL has a list of approved producing mills. Reinforcing steel obtained from unapproved sources will not be accepted.

Contact the Construction Division with the name and location of the producing mill for stainless reinforcing steel, low carbon/chromium reinforcing steel, or dual-coated reinforcing steel at least 4 weeks before ordering any material.

2.2. **Deformed Steel Bar Reinforcement.** Provide deformed reinforcing steel conforming to one of the following:

- ASTM A615, Grades 60, 75, or 80;
- ASTM A996, Type A, Grade 60;
- ASTM A996, Type R, Grade 60, permitted in concrete pavement only (Furnish ASTM A996, Type R bars as straight bars only and do not bend them. Bend tests are not required.); or
- ASTM A706, Grades 60 or 80.

Provide the grade of reinforcing steel shown on the plans. Provide Grade 60 if no grade is shown.

The nominal size, area, and weight of reinforcing steel bars this Item covers are shown in Table 1.

Table 1
Size, Area, and Weight of Reinforcing Steel Bars

Bar Size Number	Diameter (in.)	Area (sq. in.)	Weight per Foot (lbs.)
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.650
18	2.257	4.00	13.60

2.3. **Smooth Steel Bar Reinforcement.** Provide smooth bars for concrete pavement with a yield strength of at least 60 ksi and meeting ASTM A615. Provide steel conforming to ASTM A615 or meet the physical requirements of ASTM A36 for smooth bars that are larger than No. 3. Designate smooth bars by size number up to No. 4 and by diameter in inches above No. 4.

2.4. **Spiral Reinforcement.** Provide bars or wire for spiral reinforcement of the grade and minimum size or gauge shown on the plans.

Provide smooth or deformed wire conforming to ASTM A1064. Provide bars conforming to ASTM A615; ASTM A996, Type A; or ASTM A675, Grade 80, meeting dimensional requirements of ASTM A615.

2.5. **Weldable Reinforcing Steel.** Provide reinforcing steel conforming to ASTM A706 or with a maximum carbon equivalent (C.E.) of 0.55% if welding of reinforcing steel is required or desired. Provide a report showing the percentages of elements necessary to establish C.E. for reinforcing steel that does not meet ASTM A706, in order to be structurally welded. These requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Section 448.4.2.1.1., "Miscellaneous Welding Applications."

Calculate C.E. using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

Do not weld stainless reinforcing steel without permission from the Engineer. Provide stainless reinforcing steel suitable for welding, if required, and submit welding procedures and electrodes to the Engineer for approval.

2.6. **Welded Wire Reinforcement.** Provide welded wire reinforcement (WWR) conforming to ASTM A1064. Observe the relations shown in Table 2 among size number, diameter in inches, and area when ordering wire by size numbers, unless otherwise specified. Precede the size number for deformed wire with "D" and for smooth wire with "W."

Designate WWR as shown in the following example: 6 × 12 – W16 × W8 (indicating 6-in. longitudinal wire spacing and 12-in. transverse wire spacing with smooth No. 16 wire longitudinally and smooth No. 8 wire transversely).

Table 2
Wire Size Number, Diameter, and Area

Size Number (in.)	Diameter (in.)	Area (sq. in.)
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
2.9	0.192	0.035
2.5	0.178	0.025
2	0.160	0.020
1.4	0.134	0.014
1.2	0.124	0.012
0.5	0.080	0.005

Note—Size numbers (in.) are the nominal cross-sectional area of the wire in hundredths of a square inch. Fractional sizes between the sizes listed above are also available and acceptable for use.

2.7. **Epoxy Coating.** Provide epoxy coated reinforcing steel as shown on the plans. Before furnishing epoxy coated reinforcing steel, an epoxy applicator must be pre-approved in accordance with DMS-7330, "Qualification Procedure for Reinforcing Steel Epoxy Coating Applicators." The Department's MPL has a list of approved applicators.

Furnish coated reinforcing steel meeting the requirements in Table 3.

Table 3
Epoxy Coating Requirements for Reinforcing Steel

Material	Specification
Bar	ASTM A775 or A934
Wire or WWR	ASTM A884 Class A or B
Mechanical couplers	As shown on the plans
Hardware	As shown on the plans

Use epoxy coating material and coating repair material that complies with DMS-8130, "Epoxy Powder Coating for Reinforcing Steel." Patch no more than 1/4-in. total length in any foot at the applicator's plant.

Maintain identification of all reinforcing steel throughout the coating and fabrication process and until delivery to the project site.

Furnish 1 copy of a written certification verifying the coated reinforcing steel meets the requirements of this Item and 1 copy of the manufacturer's control tests.

2.8. **Mechanical Couplers.** Use couplers of the type specified in DMS-4510, "Mechanical Couplers for Reinforcing Steel," Article 4510.5.A, "General Requirements," when mechanical splices in reinforcing steel bars are shown on the plans.

Furnish only couplers pre-qualified in accordance with DMS-4510, "Mechanical Couplers for Reinforcing Steel." Ensure sleeve-wedge type couplers are not used on coated reinforcing. Sample and test couplers for use on individual projects in accordance with DMS-4510, "Mechanical Couplers for Reinforcing Steel." Furnish couplers only at locations shown on the plans.

Furnish couplers for stainless reinforcing steel with the same alloy designation as the reinforcing steel.

2.9. **Fibers.** Supply fibers conforming to DMS-4550 "Fibers for Concrete" at the minimum dosage listed in the Department's MPL, when allowed by the plans. Use non-metallic fibers when shown on the plans.

2.10. **Stainless Reinforcing Steel.** Provide deformed steel bars of the types listed in Table 4 and conforming to ASTM A955, Grade 60 or higher when stainless reinforcing steel is required on the plans.

Table 4
Acceptable Types of Deformed Stainless Steel Bar

UNS Designation	S31653	S31803	S24100	S32304
AISI Type	316LN	2205	XM-28	2304

2.11. **Low Carbon/Chromium Reinforcing Steel.** Provide deformed steel bars conforming to ASTM A1035, Grade 100 when low carbon/chromium reinforcing steel is required on the plans.

2.12. **Dual-Coated Reinforcing Steel.** Provide deformed bars conforming to ASTM A1055, Grade 60 or higher when dual-coated reinforcing steel is required on the plans.

2.13. **Glass Fiber Reinforced Polymer Bars (GFRP).** Provide bars conforming to the AASHTO LRFD *Bridge Design Guide Specifications for GFRP-Reinforced Concrete Bridge Decks and Traffic Railings*, Section 4, "Material Specifications" when GFRP bars are required on the plans. Provide sample certification demonstrating the GFRP bar supplier has produced bar that meets the Material Specifications 2 mo. before fabrication. Furnish certification upon shipment that the GFRP bar supplied meets the Material Specifications.

3. CONSTRUCTION

3.1. **Bending.** Fabricate reinforcing steel bars as prescribed in the CRSI *Manual of Standard Practice* to the shapes and dimensions shown on the plans. Fabricate in the shop if possible. Field-fabricate, if permitted, using a method approved by the Engineer. Replace improperly fabricated, damaged, or broken bars at no additional expense to the Department. Repair damaged or broken bars embedded in a previous concrete placement using a method approved by the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), must be as shown in Table 5.

Table 5
Minimum Inside Diameter of Bar Bends

Bend	Bar Size Number (in.)	Pin Diameter
Bends of 90° and greater in stirrups, ties, and other secondary bars that enclose another bar in the bend	3, 4, 5	4d
	6, 7, 8	6d
Bends in main bars and in secondary bars not covered above	3 through 8	6d
	9, 10, 11	8d
	14, 18	10d

Bend-test representative specimens as described for smaller bars in the applicable ASTM specification where bending No. 14 or No. 18 Grade 60 bars is required. Make the required 90° bend around a pin with a diameter of 10 times the nominal diameter of the bar.

Bend stainless reinforcing steel in accordance with ASTM A955.

3.2. **Tolerances.** Fabrication tolerances for bars are shown in Figure 1.

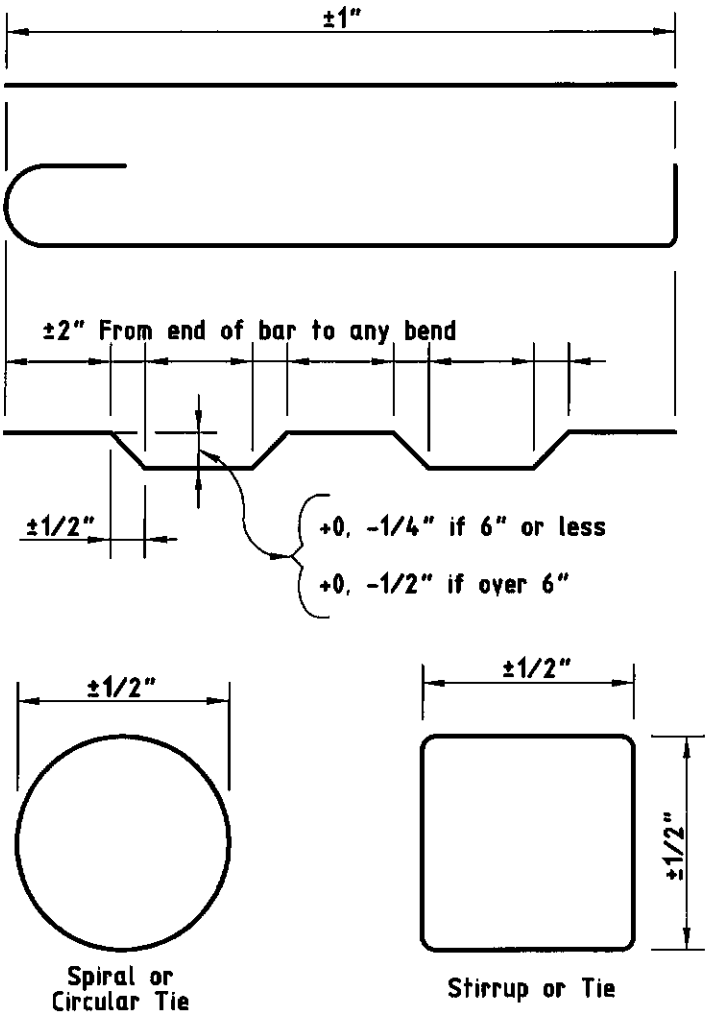

Figure 1
Fabrication Tolerances for Bars

3.3. **Storage.** Store reinforcement above the ground on platforms, skids, or other supports, and protect it from damage and deterioration. Ensure reinforcement is free from dirt, paint, grease, oil, and other foreign materials when it is placed in the work. Use reinforcement free from defects such as cracks and delaminations. Rust, surface seams, surface irregularities, or mill scale will not be cause for rejection if the minimum cross-sectional area of a hand wire-brushed specimen meets the requirements for the size of steel specified.

Do not allow stainless reinforcing steel to be in direct contact with uncoated reinforcing steel, nor with galvanized reinforcing steel. This does not apply to stainless steel wires and ties. Store stainless reinforcing steel separately, off the ground on wooden supports.

3.4. **Splices.** Lap-splice, weld-splice, or mechanically splice bars as shown on the plans. Additional splices not shown on the plans will require approval. Splices not shown on the plans will be permitted in slabs no more than 15 in. in thickness, columns, walls, and parapets.

- Do not splice bars less than 30 ft. in plan length unless otherwise approved. For bars exceeding 30 ft. in plan length, the distance center-to-center of splices must be at least 30 ft. minus 1 splice length, with no more than 1 individual bar length less than 10 ft. Make lap splices not shown on the plans, but otherwise

permitted, in accordance with Table 6. Maintain the specified concrete cover and spacing at splices, and place the lap-spliced bars in contact, securely tied together.

Table 6
Minimum Lap Requirements for Steel Bar Sizes through No. 11

Bar Size Number (in.)	Uncoated Lap Length	Coated Lap Length
3	1 ft. 4 in.	2 ft. 0 in.
4	1 ft. 9 in.	2 ft. 8 in.
5	2 ft. 2 in.	3 ft. 3 in.
6	2 ft. 7 in.	3 ft. 11 in.
7	3 ft. 5 in.	5 ft. 2 in.
8	4 ft. 6 in.	6 ft. 9 in.
9	5 ft. 8 in.	8 ft. 6 in.
10	7 ft. 3 in.	10 ft. 11 in.
11	8 ft. 11 in.	13 ft. 5 in.

- Do not lap No. 14 or No. 18 bars.
- Lap spiral steel at least 1 turn.
- Splice WWR using a lap length that includes the overlap of at least 2 cross wires plus 2 in. on each sheet or roll. Splices using bars that develop equivalent strength and are lapped in accordance with Table 6 are permitted.
- Lap the existing longitudinal bars with the new bars as shown in Table 6 for box culvert extensions with less than 1 ft. of fill. Lap at least 1 ft. 0 in. for extensions with more than 1 ft. of fill.
- Ensure welded splices conform to the requirements of the plans and of Item 448, "Structural Field Welding." Field-prepare ends of reinforcing bars if they will be butt-welded. Delivered bars must be long enough to permit weld preparation.
- Install mechanical coupling devices in accordance with the manufacturer's recommendations at locations shown on the plans. Protect threaded male or female connections, and ensure the threaded connections are clean when making the connection. Do not repair damaged threads.
- Mechanical coupler alternate equivalent strength arrangements, to be accomplished by substituting larger bar sizes or more bars, will be considered if approved in writing before fabrication of the systems.

3.5. **Placing**. Place reinforcement as near as possible to the position shown on the plans. Do not vary bars from plan placement by more than 1/12 of the spacing between bars in the plane of the bar parallel to the nearest surface of concrete. Do not vary bars from plan placement by more than 1/4 in in the plane of the bar perpendicular to the nearest surface of concrete. Provide a minimum 1-in. clear cover of concrete to the nearest surface of bar unless otherwise shown on the plans.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement is −0, +1/2 in.

Locate the reinforcement accurately in the forms, and hold it firmly in place before and during concrete placement by means of bar supports that are adequate in strength and number to prevent displacement and keep the reinforcement at the proper distance from the forms. Provide bar supports in accordance with the CRSI *Manual of Standard Practice*. Use Class 1 supports, approved plastic bar supports, precast mortar, or concrete blocks when supports are in contact with removable or stay-in-place forms. Use Class 3 supports in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade must be approved.

Use Class 1A supports with epoxy coated reinforcing steel. Provide epoxy or plastic coated tie wires and clips for use with epoxy coated reinforcing steel.

Use mortar or concrete with a minimum compressive strength of 5,000 psi for precast bar supports. Provide a suitable tie wire in each block for anchoring to the bar.

Place individual bar supports in rows at 4-ft. maximum spacing in each direction. Place continuous type bar supports at 4-ft. maximum spacing. Use continuous bar supports with permanent metal deck forms.

The exposure of the ends of longitudinals, stirrups, and spacers used to position the reinforcement in concrete pipe and storm drains is not cause for rejection.

Tie reinforcement for bridge slabs and top slabs of direct traffic culverts at all intersections, except tie only alternate intersections where spacing is less than 1 ft. in each direction. Tie the bars at enough intersections to provide a rigid cage of reinforcement for reinforcement cages for other structural members. Fasten mats of WWR securely at the ends and edges.

Clean mortar, mud, dirt, debris, oil, and other foreign material from the reinforcement before concrete placement. Do not place concrete until authorized.

Stop placement until corrective measures are taken if reinforcement is not adequately supported or tied to resist settlement, reinforcement is floating upward, truss bars are overturning, or movement is detected in any direction during concrete placement.

3.6. **Handling, Placing, and Repairing Epoxy Coated Reinforcing Steel.**

3.6.1. **Handling.** Provide systems for handling coated reinforcing steel with padded contact areas. Pad bundling bands or use suitable banding to prevent damage to the coating. Lift bundles of coated reinforcement with a strongback, spreader bar, multiple supports, or a platform bridge. Transport the bundled reinforcement carefully, and store it on protective cribbing. Do not drop or drag the coated reinforcement.

3.6.2. **Placing.** Do not flame-cut coated reinforcement. Saw or shear-cut only when approved. Coat cut ends as specified in Section 440.3.6.3., "Repairing Coating."

Do not weld or mechanically couple coated reinforcing steel except where specifically shown on the plans. Remove the epoxy coating at least 6 in. beyond the weld limits before welding and 2 in. beyond the limits of the coupler before assembly. Clean the steel of oil, grease, moisture, dirt, welding contamination (slag or acid residue), and rust to a near-white finish after welding or coupling. Check the existing epoxy for damage. Remove any damaged or loose epoxy back to sound epoxy coating.

Coat the splice area after cleaning with epoxy repair material to a thickness of 7 to 17 mils after curing. Apply a second application of repair material to the bar and coupler interface to ensure complete sealing of the joint.

3.6.3. **Repairing Coating.** Use material that complies with the requirements of this Item and ASTM D3963 for repairing of the coating. Make repairs in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Apply at least the same coating thickness as required for the original coating for areas to be patched. Repair all visible damage to the coating.

Repair sawed and sheared ends, cuts, breaks, and other damage promptly before additional oxidation occurs. Clean areas to be repaired to ensure they are free from surface contaminants. Make repairs in the shop or field as required.

3.7. **Handling and Placing Stainless Reinforcing Steel.** Handle, cut, and place stainless reinforcing steel bar using tools that are not used on carbon steel. Do not use carbon steel tools, chains, slings, etc. when handling stainless steel. Use only nylon or polypropylene slings. Cut stainless steel reinforcing using shears, saws, abrasive cutoff wheels, or torches. Remove any thermal oxidation using pickling paste. Do not field bend stainless steel reinforcing without approval.

Use 16 gauge fully annealed stainless steel tie wire conforming to the material properties listed in Section 440.2.10., "Stainless Reinforcing Steel." Support all stainless reinforcing steel on solid plastic, stainless steel, or epoxy coated steel chairs. Do not use uncoated carbon steel chairs in contact with stainless reinforcing steel.

3.8. **Bending, Handling, Repairing, and Placing GFRP Bars**. Fabricate, handle, repair, and place GFRP bars in accordance with the AASHTO LRFD Bridge Design Guide Specifications for GFRP-Reinforced Concrete Bridge Decks and Traffic Railings, Section 5, Construction Specifications.

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

Item 462

Concrete Box Culverts and Drains

1. DESCRIPTION

Furnish, construct, and install concrete box culverts and drains.

2. MATERIALS

2.1. **General.** Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 464, "Reinforced Concrete Pipe."

Provide cast-in-place or precast, formed or machine-made, box culverts, and drains. Use Class S concrete for top slabs of cast-in-place concrete culverts for culverts with overlay, a 1- to 2-course surface treatment or a top slab that is the final riding surface unless otherwise shown on the plans. Use Class C concrete for the rest of the culvert and for all other cast-in-place boxes. Culverts with fill do not require Class S concrete.

Furnish material for machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.2. **Fabrication.**

2.2.1. **Cast-in-Place.** Meet Item 420, "Concrete Substructures" and Item 422, "Concrete Superstructures."

2.2.2. **Formed Precast.** Meet Item 424, "Precast Concrete Structural Members (Fabrication)."

2.2.3. **Machine-Made Precast.** Machine-made precast box culvert fabrication plants must be approved in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification." The Department's MPL shows approved machine-made precast box culvert plants. Fabricate machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3. **Testing.**

2.3.1. **Cast-in-Place.** Provide test specimens that meet Item 421, "Hydraulic Cement Concrete."

2.3.2. **Formed Precast.** Make, cure, and test compressive test specimens in accordance with Tex-704-I.

2.3.3. **Machine-Made Precast.** Make, cure, and test compressive test specimens in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.3.4. **Testing Equipment.** The producer must furnish all equipment required for testing concrete for boxes produced in a precasting plant.

2.4. **Lifting Holes.** Provide no more than 4 lifting holes in each section for precast boxes. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate

lifting devices based on the size and weight of the box section. Use lifting holes no larger than 3 in. in diameter. Cut no more than 5 in. in any direction of reinforcement per layer for lifting holes.

2.5. **Marking**. Mark precast boxes with the following:

- name or trademark of fabricator and plant location;
- ASTM designation;
- date of manufacture;
- box size;
- minimum and maximum fill heights;
- designated fabricator's approval stamp;
- boxes to be used for jacking and boring (when applicable);
- designation "SR" for boxes meeting sulfate-resistant concrete plan requirements (when applicable); and
- match-marks for proper installation, when required under Section 462.2.6., "Tolerances."

Mark 1 end of each box section, for boxes without lifting holes, on the inside and outside walls to indicate the top or bottom as it will be installed.

Indent markings into the box section or paint them on each box with waterproof paint.

2.6. **Tolerances**. Ensure precast sections meet the permissible variations listed in ASTM C1577 and that the sides of a section at each end do not vary from being perpendicular to the top and bottom by more than 1/2 in. when measured diagonally between opposite interior corners.

Ensure wall and slab thicknesses are not less than shown on the plans except for occasional deficiencies not greater than 3/16 in. or 5%, whichever is greater. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

Deviations from the above tolerances will be acceptable if the sections can be fitted at the plant or jobsite and the joint opening at any point does not exceed 1 in. Use match-marks for proper installation on sections that have been accepted in this manner.

2.6.1. **Boxes for Jacking Operations**. Use boxes for jacking operations as defined in Item 476, "Jacking, Boring, or Tunneling Pipe or Box," meeting the following additional requirements:

- The box ends must be square such that no point deviates more than 3/8 in. from a plane placed on the end of the box that is perpendicular to the box sides, and
- The slab and wall thicknesses must not be less than specified on the plans and must not exceed the specified thickness by more than 1/2 in.

2.7. **Defects and Repair**. Fine cracks on the surface of the member that do not extend to the plane of the nearest reinforcement are acceptable unless the cracks are numerous and extensive. Repair cracks that extend into the plane of the reinforcing steel in an approved manner. Excessive damage, honeycomb, or cracking will be subject to structural review. The Engineer may accept boxes with repairs that are sound, properly finished, and cured in conformance with pertinent specifications. Discontinue further production of precast sections when fine cracks on the surface indicate poor curing practices until corrections are made and proper curing is provided.

Repair machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.8. **Storage and Shipment**. Store precast sections on a level surface. Do not place any load on the sections until design strength is reached and curing is complete. Shipment of sections is permissible when the design strength and curing requirements have been met.

Store and ship machine-made precast boxes in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

3. CONSTRUCTION

3.1. **Excavation, Shaping, Bedding, and Backfill**. Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are shown on the plans or permitted. Jack, bore, or tunnel in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted for all box structures where joints consist of materials other than mortar. Take precautions in placing and compacting the backfill to avoid any movement of the boxes or damage to the joints. Remove and replace boxes damaged by the Contractor at no expense to the Department.

3.2. **Placement of Boxes.** Place the box sections in conformance with the plans or as directed when precast boxes are used to form multiple barrel structures. Place material to be used between barrels as shown on the plans or as directed. Start the laying of boxes on the bedding at the outlet end and proceed toward the inlet end with the abutting sections properly matched unless otherwise authorized. Fit, match, and lay the boxes to form a smooth, uniform conduit true to the established lines and grades. Lower the box sections into the trench, for trench installations, without damaging the box or disturbing the bedding and the sides of the trench. Carefully clean the ends of the box before it is placed. Prevent the earth or bedding material from entering the box as it is laid. Remove and re-lay, without extra compensation, boxes that are not in alignment or show excessive settlement after laying. Form and place cast-in-place boxes in accordance with Item 420, "Concrete Substructures."

3.3. **Jointing**. Use any of the jointing materials in accordance with the joint requirements specified in Item 464, "Reinforced Concrete Pipe," unless otherwise shown on the plans. Box joints for rubber gasketed material may be substituted for tongue and groove joints, provided they meet the requirements of ASTM C1677 for design of the joints and permissible variations in dimensions.

3.4. **Connections and Stub Ends**. Make connections of boxes to existing boxes, pipes, drains, or drain appurtenances as shown on the plans. Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Connect boxes to any required headwalls, wingwalls, safety end treatments or riprap, or other structures as shown on the plans or as directed. Repair any damage to the existing structure resulting from making the connections. Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the box.

Fill lifting holes with mortar or concrete and cure for precast boxes. Precast concrete or mortar plugs may be used.

3.5. **Extending**. Break back and extend existing culverts in accordance with Section 420.4.8 "Extending Existing Substructures," and Section 422.4.5 "Extending Existing Slabs," as applicable.

4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the culvert or drain along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Measurement of spurs, branches, or new connection box section will be made from the intersection of the flow line with the outside surface of the structure into which it connects. Where inlets, headwalls, wingwalls, catch basins, manholes, junction chambers, or other structures are included in lines of culverts or drains, the length of box section tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

The measured length of multiple barrel structures will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. 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 "Concrete Box Culvert" of the size specified. This price is full compensation for constructing, furnishing, and transporting sections; preparation and shaping of the bed; backfill material between box sections; jointing of sections; jointing material; cutting of sections on skew or slope; connections to new or existing structures; breaking back, removing and disposing of portions of the existing structure and replacing portions of the existing structure as required to make connections; concrete and reinforcing steel; and equipment, labor, materials, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring, or tunneling is required, payment will be made under Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

Item 466
Headwalls and Wingwalls

1. DESCRIPTION

Furnish, construct, and install concrete headwalls and wingwalls for drainage structures and underpasses.

2. MATERIALS

2.1. **General.** Furnish materials in accordance with the following.

- Item 420, "Concrete Substructures,"
- Item 421, "Hydraulic Cement Concrete," and
- Item 440, "Reinforcement for Concrete."

Use Class C concrete for cast-in-place and precast concrete units unless otherwise shown on the plans. Furnish cast-in-place or precast headwalls and wingwalls unless otherwise shown on the plans.

2.2. **Fabrication.**

2.2.1. **General.** Fabricate cast-in-place concrete units and precast units in accordance with Item 420 "Concrete Substructures." Use the following definitions for headwalls and wingwalls:

- "Headwalls" refers to all walls, including wings, at the ends of single-barrel and multiple-barrel pipe culvert structures.
- "Wingwalls" refers to all walls at the ends of single-barrel or multiple-barrel box culvert structures.

2.2.2. **Lifting Holes.** Provide no more than 4 lifting holes in each section for precast units. Lifting holes may be cast, cut into fresh concrete after form removal, or drilled. Provide lifting holes large enough for adequate lifting devices based on the size and weight of the section. The maximum hole diameter is 3 in. at the inside surface of the wall and 4 in. at the outside surface. Cut no more than 1 longitudinal wire or 2 circumferential wires per layer of reinforcing steel when locating lift holes. Repair spalled areas around lifting holes.

2.2.3. **Marking.** Clearly mark each precast unit before shipment from the casting or fabrication yard with the following:

- the date of manufacture,
- the name or trademark of the manufacturer, and
- the type and size designation.

2.2.4. **Storage and Shipment.** Store precast units on a level surface. Do not place any loads on precast concrete units until design strength is reached. Do not ship units until design strength requirements have been met.

2.2.5. **Causes for Rejection.** Precast units may be rejected for not meeting any one of the specification requirements. Individual units may also be rejected for fractures or cracks passing through the wall or surface defects indicating honeycombed or open texture surfaces. Remove rejected units from the project, and replace them with acceptable units meeting the requirements of this Item.

2.2.6. **Defects and Repairs.** Occasional imperfections in manufacture or accidental damage sustained during handling may be repaired. The repaired units will be acceptable if they conform to the requirements of this Item and the repairs are sound, properly finished, and cured in conformance with pertinent specifications.

3. CONSTRUCTION

3.1. **General.** Remove portions of existing structures and drill, dowel, and grout in accordance with Item 420, "Concrete Substructures."

3.2. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures." Take special precautions in placing and compacting the backfill to avoid any movement or damage to the units. Bed precast units on foundations of firm and stable material accurately shaped to conform to the bases of the units.

3.3. **Placement of Precast Units.** Provide adequate means to lift and place the precast units. Fill lifting holes with mortar or concrete and cure. Precast concrete or mortar plugs may be used.

3.4. **Connections.** Make connections to new or existing structures in accordance with the details shown on the plans. Furnish jointing material in accordance with Item 464, "Reinforced Concrete Pipe," or as shown on the plans.

Remove a length of the existing pipe from the headwall to the joint when removing existing headwalls as shown on the plans or as approved. Re-lay the removed pipe if approved, or furnish and lay a length of new pipe.

4. MEASUREMENT

This is a plans quantity measurement item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4.1. **Headwalls.** Headwalls will be measured by each end of a structure.

4.2. **Wingwalls.** Wingwalls will be measured by one of the following methods:

4.2.1. **Square Foot.** Wingwalls will be measured by the square foot of the front surface area of the wall of each type. The area will be measured from the top of the footing or apron to the top of the wall unless otherwise shown on the plans. If there is no footing or apron, then measurement is from the bottom of the wall.

4.2.2. **Each.** Wingwalls will be measured by each end of a structure.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the price bid for "Headwalls" of the type and pipe size (diameter or design) specified, "Wingwalls" of the type specified when measurement is by the square foot, or "Wingwalls" of the type and wall height specified when measurement is by each. For payment purposes, the wingwall height will be rounded to the nearest foot. All wingwalls and headwalls of the same type will be paid for equally when skew does not affect the type. This price is full compensation for constructing, furnishing, transporting, and installing the headwalls or wingwalls; connecting to existing structure; breaking back, removing and disposing of portions of the existing structure, and replacing portions of the existing structure as required to make connections; excavation and backfill; and concrete, reinforcing steel, corrugated metal pipe or reinforced concrete pipe, equipment, labor, tools, and incidentals.

Apron concrete or riprap between or around the wingwalls of single- or multiple-barrel box culvert structures will be measured and paid for in accordance with Item 432, "Riprap."

The removal and re-laying of existing pipe or the furnishing of new pipe to replace existing pipe will not be paid for directly but will be considered subsidiary to this Item.

Item 496
Removing Structures

1. DESCRIPTION

Remove and either dispose of or salvage structures.

2. CONSTRUCTION

2.1. **Demolition Plans.** Follow the demolition sequence shown on the plans for bridge structures to be removed, or submit a demolition plan if indicated on the plans. Include in the required demolition plan the type and location of equipment to be used, the method and sequence of removal of the structural elements, and a narrative indicating the stability of the partially demolished structure is maintained throughout the demolition process. Have these plans signed and sealed by a licensed professional engineer when demolished structure intersects active roadways and as otherwise shown on the plans. Submit required demolition plans at least 14 days before starting work unless otherwise directed. Department approval of these plans is not required, but the Department reserves the right to request modifications to the plans when work could affect the safety of the traveling public and when around other transportation facilities to remain in place. Notify the Department 30 days before starting any bridge demolition work to allow for required notifications to other agencies.

2.2. **Removal.**

2.2.1. **Pipes.** Avoid damaging appurtenances determined by the Engineer to be salvageable.

2.2.2. **Concrete, Brick, or Stone Structures.** Portions of structures that will not interfere with the proposed construction may remain in place 2 ft. or more below the permanent ground line. Square off remaining structures and cut reinforcement flush with the surface of the concrete.

2.2.3. **Steel Structures.** Dismantle steel to be retained by the Department or re-erected by cold-cutting fastener heads and punching or drilling the remaining portion of the fastener, air-arc gouging welded connections, and flame-cutting beams along a straight line. The Engineer may approve other methods of cutting. Cut beams at the locations shown on the plans. Match-mark steel to be re-erected with paint in accordance with the erection drawings. Remove steel piles or cut off 2 ft. or more below the permanent ground line.

2.2.4. **Timber Structures.** Remove all fasteners from timber determined by the engineer to be salvageable. Remove timber piles or cut off 2 ft. or more below the permanent ground line.

2.3. **Salvage.** Avoid damage to materials shown on the plans to be salvaged. Deliver materials to be retained by the Department to the location shown on the plans. Block up salvaged steel materials off the ground.

2.4. **Disposal.** Material removed that is not deemed to be salvageable is the property of the Contractor. Dispose of removed material off the right of way in accordance with federal, state, and local regulations.

2.5. **Backfill.** Backfill excavation and voids to the original ground line if resulting from the removal of structures. Place backfill that will support any portion of the roadbed or embankment to the same requirements for placing embankment. Backfill other areas in 10 in. layers, loose measurement, and compact to the density of adjacent undisturbed material.

3. MEASUREMENT

This Item will be measured by each structure or by the foot.

4. PAYMENT

The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Structures" of the type of structure specified. This price is full compensation for demolition plan preparation, loading, hauling, disposal, stockpiling, removal of appurtenances, excavation and backfill, equipment, labor, tools, and incidentals.

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hrs. a day, 7 days a week unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance,
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less,
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount,
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount,
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 months after final acceptance.

For Contracts with callout or emergency work, "Mobilization," will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance,
- Mobilization for callout work will be paid for each callout work request, and
- Mobilization for emergency work will be paid for each emergency work request.

Item 502

Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling.** Except for Contracts with callout work and work orders, 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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

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 "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.1.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

4.1.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.1.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders**. The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost,"
- Item 432, "Riprap," and
- Item 556, "Pipe Underdrains."

2.1. **Rock Filter Dams.**

2.1.1. **Aggregate.** Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on

how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities**. Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training**. All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed by the Department.

4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General.**

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work**. Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control**. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

4.4.1.1. **Type 1 (Non-Reinforced).**

- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced).**

- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced).**

- **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5.** Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

4.4.3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits.** Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term.** Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term.**

4.4.4.2.1. **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4.** Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment.** Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn

vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal**. Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control.**

5.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement.**

5.5.2.1. **In Place.**

5.5.2.1.1. **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence.** Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control**.

6.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Item 550
Chain Link Fence

1. DESCRIPTION

Furnish, install, remove, repair, or replace chain link fence and gates.

2. MATERIALS

Furnish certification from the chain link fence materials manufacturer stating that all fencing materials comply with the requirements of this Item before installation of the fence. Use only new materials.

2.1. **General.** Furnish materials in accordance with the following:

- Item 421, "Hydraulic Cement Concrete," Class B
- Item 445, "Galvanizing"

2.2. **Wire Fabric.** Provide wire fabric with:

- 9 gauge (0.148 in. diameter) steel wire with a minimum breaking strength of 1,290 lb. meeting ASTM A392 Class I or ASTM A491;
- mesh size of 2 in. ±1/8 in. between parallel wires with at least 7 meshes in a vertical dimension of 23 in. along the diagonals of the openings; and
- knuckled selvages at the top and bottom edge of the fabric, unless otherwise shown on the plans.

2.3. **Posts.** Provide posts of the size and weight shown on the plans. Do not provide rerolled or open-seam posts. Use material for all posts meeting ASTM F1043 Group 1A Regular Grade or Group 1C High Strength.

2.4. **Post Caps.** Provide malleable iron post caps designed to exclude all moisture. Furnish barbed wire support arms integral with the post caps if barbed wire is shown on the plans. Furnish post caps with an opening for the top rail if top rail is shown on the plans. Post caps must have a 2-in. skirt.

2.5. **Gates.** Provide gates fabricated from round sections of pipe of the size and weight shown on the plans. Use material for all gate pipes meeting ASTM F1043 Group 1A Regular Grade or Group 1C High Strength. For each gate, include:

- corner and tee fittings of malleable iron or pressed steel with means for attaching diagonal bracing members;
- hinges of malleable iron allowing a full 180° swing, easily operated by one person;
- ball-and-socket-type bottom hinges that do not twist or turn from the action of the gate and prevent the closed gate from being lifted off the hinges;
- a positive stop that prevents any portion of the gate from swinging over an adjacent traffic lane;
- malleable iron pulley systems for roll type gate (only when required);
- diagonal braces consisting of 3/8-in. diameter cable with turnbuckles, 2 to each gate frame, and, for vehicle gates, a vertical pipe brace of the size and weight shown on the plans at the center of each gate leaf;
- latches of malleable iron or steel for single gates with a single-fork latch and padlock eye that will keep the gate closed;
- 2 fork latches mounted on a center plunger rod with a padlock eye for double-leaf gates;
- holdbacks for each leaf of vehicular gates, with a semi-automatic holdback catch anchored at least 12 in. into a 12-in. diameter by 24-in. deep concrete footing; and

- a malleable iron center rest, designed to receive the plunger rod anchored as shown on the plans for all double-leaf gates.

2.6. **Top Rail**. Use material meeting ASTM F1043 Group 1A or 1C for all top rail pipes. Provide 1.660 in. OD top rail manufactured from Group 1A standard weight (Schedule 40) steel pipe weighing 2.27 lb. per foot or from Group 1C high-strength pipe weighing 1.84 lb. per foot when shown on the plans. Provide pipe in sections at least 18 ft. long joined with outside steel sleeve couplings at least 6 in. long with a minimum wall thickness of 0.70 in. Use couplings designed to allow for expansion of the top rail.

2.7. **Tension Wire**. Use 7 gauge (0.177-in.) carbon steel wire with a minimum breaking strength of 1,950 lb. for the bottom edge of all fence fabric, and for the top edge of fence fabric when a top rail is not specified.

2.8. **Truss Bracing**. Provide truss bracing as shown on the plans.

2.9. **Cables**. Provide 7-wire strand cables manufactured of galvanized annealed steel at least 3/8 in. in diameter.

2.10. **Barbed Wire**. Provide 3 strands of twisted 12.5 gauge barbed wire with 2-point, 14 gauge barbs spaced approximately 5 in. apart conforming to ASTM A121 or ASTM A585 when specified on the plans.

2.11. **Barbed Wire Support Arms**. Provide support arms at an angle of 45° from vertical, with clips for attaching 3 strands of barbed wire to each support arm and sufficient strength to support a 200-lb. weight applied at the outer strand when barbed wire is specified on the plans.

2.12. **Stretcher Bars**. Provide stretcher bars made of flat steel at least 3/16 × 3/4 in. and not more than 2 in. shorter than the fabric height. Provide one stretcher bar for each gate and end post and 2 stretcher bars for each corner and pull post.

2.13. **Grounds**. Provide copper-clad steel rods 8 ft. long with a minimum diameter of 5/8 in., or other UL-listed ground rods.

2.14. **Miscellaneous Fittings and Fasteners**. Furnish enough fittings and fasteners to erect all fencing materials in a proper manner. Furnish fittings for posts from pressed or rolled steel, forged steel, malleable iron or wrought iron of good commercial quality spaced as shown on the plans.

2.15. **Coatings**. Hot-dip galvanize all materials unless specified otherwise in this Item or on the plans. Fabric, tension wire, and barbed wire may be aluminum-coated or alloy-coated if approved. Additionally coat all material except bolts, nuts, washers, and pipe material with thermally fused polyvinyl chloride (PVC) in accordance with ASTM F668, Class 2b, meeting the specified color when shown on the plans.

2.15.1. **Fabric**.

2.15.1.1. **Galvanizing**. Hot-dip galvanize in accordance with ASTM A392, Class I.

2.15.1.2. **Aluminum Coating**. Aluminum-coat in accordance with ASTM A491.

2.15.1.3. **Alloy Coating**. Coat with zinc-5% aluminum-mischmetal alloy (Zn-5A1-MM) in accordance with ASTM F1345, Class I.

2.15.2. **Posts, Braces, and Gates**.

2.15.2.1. **Standard Weight (Schedule 40) Pipe**. Hot-dip galvanize inside and outside according to ASTM F1043 (1.8 oz./sq. ft. galvanized zinc weight).

2.15.2.2. **High Strength Pipe**. Hot-dip galvanize before or after forming pipe according to ASTM F1043 Group 1C and as follows:

- Outside—minimum 0.9 oz./sq. ft. galvanized zinc weight with a verifiable polymer overcoat.

- Inside—minimum 0.9 oz./sq. ft. galvanized zinc weight before forming, or minimum 0.3 mils zinc-based coating after forming containing a minimum 90% zinc dust, by weight.

2.15.2.3. **Optional Additional Coating.** Additionally coat all pipe material with 10 mils minimum thermally fused PVC according to ASTM F1043, meeting the specified color when shown on the plans.

2.15.3. **Fittings, Bolts, and Other Miscellaneous Hardware.** Galvanize all fittings, bolts, and miscellaneous hardware in conformance with Item 445, "Galvanizing."

2.15.4. **Tension Wire.** Zinc-coat tension wire with a minimum coating of 0.80 oz./sq. ft. or aluminum-coat with a minimum coating of 0.30 oz./sq. ft.

2.15.5. **Barbed Wire.** Zinc-coat barbed wire in accordance with ASTM A121 (0.80 oz./sq. ft.) or aluminum-coat in accordance with ASTM A585 (0.30 oz./sq. ft.).

2.15.6. **Pull Cable.** Zinc-coat pull cable with a minimum coating of 0.80 oz./sq. ft. of individual-wire surface when tested in conformance with ASTM A116.

3. CONSTRUCTION

Erect the chain link fence to the lines and grades established on the plans. Overall height of the fence when erected is the height above the grade shown.

Repair or replace damaged fence or gates. Remove and replace the post and foundation if posts cannot be repaired by straightening. Return all salvageable material to the location shown on the plans when a fence installation is to be removed in its entirety and not replaced. Backfill all postholes with suitable material. Return the salvaged fence fabric in secured rolls not more than 50 ft. long. Dispose of unsalvageable material.

3.1. **Clearing and Grading.** Clear all brush, rocks, and debris necessary for the installation of this fencing.

Stake the locations for corner posts and terminal posts unless otherwise shown on the plans. Follow the finished ground elevations for fencing panels between corner and terminal posts. Level off minor irregularities in the path of the fencing.

3.2. **Erection of Posts.** Install posts as shown on the plans. Plumb and permanently position posts with anchorages firmly set before fabric is placed. Brace corner and pull posts as shown on the plans.

3.2.1. **Post Spacing.** Space posts as shown in Table 1.

Table 1
Post Spacing and Placement

Post Type	Required Spacing or Placement
Line posts	no more than 10 ft. apart
Pull posts	no more than 500 ft. apart and at each change in direction exceeding 20° vertically
Corner posts	at each horizontal angle point

Install cables on all terminal posts and extend to adjacent posts. Install cables on each side of corner and pull posts with a 3/8-in. drop-forged eye-and-eye or eye-and-clevis turnbuckle unless otherwise shown on the plans.

3.2.2. **Postholes.** Drill holes for concrete footings for all posts to provide footings of the dimensions shown on the plans.

Penetrate solid rock by at least 12 in. (18 in. for end, corner, gate, and pull posts) or to plan depth where the rock is encountered before reaching plan depth. Drill holes in the solid rock with a diameter at least 1 in. greater than the outside diameter of the post.

Fill the hole in the solid rock with grout consisting of 1 part hydraulic cement and 3 parts clean, well-graded sand after the posts are set and plumbed. If desired, other grouting materials may be used only if approved. Thoroughly work the grout into the hole, leaving no voids. Construct concrete footings from the solid rock to the top of the ground.

3.2.3. **Gate Posts**. Align the tops of all gate frames with the fencing top tension wire or top rail. Provide vehicular gates that are greater in overall height than the adjacent fencing by the height necessary to extend to within 2 in. of the pavement between the curbs if curbs are shown on the plans.

3.2.4. **Concrete Footings**. Center posts in their footings. Place concrete and compact by tamping or other approved methods. Machine mix all batches of concrete over 1/2 cu. yd. Hand mixing concrete is allowed on batches under 1/2 cu. yd.

Use forms for footings where the ground cannot be satisfactorily excavated to neat lines. Crown the concrete or grout (for solid rock) to carry water from the post. Keep the forms in place for at least 24 hr. Backfill the footing with moistened material as soon as each form is removed, and thoroughly tamp. Cover concrete with at least 4 in. of loose moist material, free of clods and gravel, immediately after placing concrete. No other curing is required.

Spread all excess excavated and loose material used for curing neatly and uniformly. Remove excess concrete and other construction debris from the site.

3.3. **Erection of Fabric**. Place the fabric with the cables drawn taut with the turnbuckles after all posts have been permanently positioned and anchorages firmly set. Secure one end and apply enough tension to the other end to remove all slack before making attachments. Cut the fabric and independently attach each span at all corner posts and pull posts unless otherwise shown on the plans.

Follow the finished contour of the site with the bottom edge of fabric located approximately 2 in. above the grade. Grade uneven areas so the maximum distance between the bottom of fabric and ground is 6 in. or less.

Fasten fabric at 12 in. intervals to the top and bottom tension wires between posts. Fasten the fabric in the same manner when top rail is shown on the plans. Fasten the fabric on gate frames to the top and bottom of the frame at 12 in. intervals. Use steel wire fabric ties of 9 gauge steel or larger. Fasten fabric to terminal posts by steel stretcher bars and stretcher bar bands fitted with carriage bolts and nuts of the size and spacing shown on the plans. Use stretcher bars to fasten end posts, pull posts, corner posts, and gateposts with stretcher bar bands at intervals of no more than 15 in. Attach stretcher bars to terminal posts with 1 × 1/8 in. flat steel bands with 3/8-in. carriage bolts at intervals up to 15 in.

3.4. **Electrical Grounds**. Provide at least one electrical ground for each 1,000 ft. of fence, located near the center of the run. Provide additional grounds directly under the point where power lines pass over the fence.

Vertically drive or drill in the grounding rod until the top of the rod is approximately 6 in. below the top of the ground. Connect a No. 6 solid copper conductor to the rod and to the fence by a UL-listed method so that each element of the fence is grounded.

3.5. **Repair of Coatings**. Repair damaged zinc coating in accordance with Section 445.3.5., "Repairs."

4. MEASUREMENT

Chain link fence will be measured by the foot of fence installed, repaired, replaced, or removed, measured at the bottom of the fabric along the centerline of the fence from center to center of posts, excluding gates.

Gates will be measured as each gate installed, repaired, replaced, or removed.

5. 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 "Chain Link Fence (Install)" or "Chain Link Fence (Repair)" of the height specified or "Chain Link Fence (Remove)" and "Gate (Install)" or "Gate (Repair)" of the type, height, and width of opening specified or "Gate (Remove)." Clearing and grading for fencing and gates will not be paid for directly but is subsidiary to this Item.

5.1. **Chain Link Fence (Install).** This price is full compensation for furnishing and installing fencing, except gates; cleaning, grading, and backfilling; removing and disposing of surplus material; and equipment, labor, tools, and incidentals.

5.2. **Chain Link Fence (Repair).** This price is full compensation for furnishing materials; repairing or replacing fencing, except gates; cleaning, grading, and backfilling; removing and disposing of surplus or damaged material; and equipment, labor, tools, and incidentals.

5.3. **Chain Link Fence (Remove).** This price is full compensation for removing all fencing, except gates; cleaning, grading, and backfilling; removing and disposing of surplus material; and equipment, labor, tools, and incidentals.

5.4. **Gate (Install).** This price is full compensation for installing gate and for providing materials, center anchorages, equipment, labor, tools, and incidentals.

5.5. **Gate (Repair).** This price is full compensation for repairing or replacing gate and for furnishing materials; removing and disposing of damaged materials; and equipment, labor, tools, and incidentals.

5.6. **Gate (Remove).** This price is full compensation for removing gate and for materials, equipment, labor, tools, and incidentals.

Special Specification 4026
Thermoplastic Pipe

6. DESCRIPTION

Furnish and install thermoplastic pipe for constructing thermoplastic pipe culverts or thermoplastic storm sewer mains, laterals, stubs, and inlets. Provide pipes of the sizes, types, design, and dimensions shown on the plans including the connections and joints to new or existing pipes, sewer, manholes, inlets, headwalls, and other appurtenances as required to complete the work.

7. MATERIALS

Furnish materials in accordance with the following:

- Item 400, "Excavation and Backfill for Structures,"
- Item 401, "Flowable Backfill," and
- Item 467, "Safety End Treatment."

Unless otherwise specified on the plans or in this Item, provide thermoplastic pipe and joint fittings that conform to the following:

7.1. **High Density Polyethylene (HDPE) Pipe.**

7.1.1. **General.** Provide high density polyethylene pipe and fittings meeting the requirements in AASHTO M 294.

7.1.2. **Raw Materials.** Provide HDPE pipes and fittings manufactured from virgin polyethylene (PE) compounds, conforming to the requirements of cell class 335400C as defined and described in ASTM D 3350, except that the maximum allowable carbon black content is 5%. Use PE compound meeting the environmental stress crack resistance according to the SP-NCTL test set forth in AASHTO M 294.

7.1.3. **Designation of Type.** For HDPE pipes used in gravity flow drainage applications, use Type S (outer corrugated wall with smooth inner liner) or Type D (inner and outer smooth walls braced circumferentially or spirally with projections or ribs).

7.1.4. **Section Properties.** The minimum wall thickness of the inner walls of Type S pipe and inner the outer walls of Type D pipe is specified in Section 7.2.2 of AASHTO M 294. The pipe stiffness at 5% deflection, when determined in accordance with ASTM D 2412, is specified in Section 7.4 of AASHTO M 294.

7.2. **Polyvinyl Chloride (PVC) Pipe.**

7.2.1. **General.** Provide polyvinyl chloride pipes and fittings meeting the requirements of ASTM F 949.

7.2.2. **Raw Materials.** Provide PVC pipes and fittings manufactured from PVC compounds which conform to the requirements of cell class 12454B or 12454C as defined and described in ASTM D 1784.

7.2.3. **Section Properties.** The minimum wall thickness is specified in ASTM F 949, Table 1. The pipe stiffness at 5% deflection, when determined in accordance with ASTM D 2412, is specified in ASTM D 2412, Table 1.

Ensure the manufacturer performs the appropriate test procedures on representative samples of each type of pipe furnished, and verifies that the pipe complies with the specifications. Submit a certificate of compliance

to the Engineer for review and approval. Provide a certificate including the following information: manufacturing plant, date of manufacture, pipe unit mass, material distribution, pipe dimensions, water inlet area, pipe stiffness, pipe flattening, brittleness, ASTM resin cell classification, and workmanship.

7.3. **Inspection.** The quality of materials, the process of manufacture, and the finished pipe will be subject to inspection and approval by the Engineer at the manufacturing plant. In addition, the finished pipe will be subject to further random inspection by the Engineer at the project site before and during installation.

7.4. **Marking.** Furnish pipe clearly marked at maximum 12 ft. intervals and clearly mark fittings and couplings as follows:

- manufacturer's name or trade mark,
- nominal size,
- specification designation (e.g. AASHTO M 294 or ASTM F 949),
- plant designation code, and
- date of manufacture.

7.5. **Joints.** Install the joints so that the connection of the pipe sections forms a continuous line free from irregularities in the flow line.

Suitable joints are the following:

- Integral Bell and Spigot. Ensure the bell overlaps a minimum of 2 corrugations of the spigot end when fully engaged. Ensure the spigot end has an O-ring gasket that meets ASTM F 477.
- Exterior Bell and Spigot. Fully weld the bell to the exterior of the pipe and overlap the spigot end so that the flow lines and ends match when fully engaged. Provide the spigot end with an O-ring gasket that meets ASTM F 477.

Joint type definitions are the following:

- Soiltight Joints. Joints meeting the soiltightness definition in accordance with AASHTO *Standard Specifications for Highway Bridges*, Section 26.4.2.4.
- Watertight Joints. Joints meeting the requirements of ASTM 3212.

If no joint type is specified, provide a watertight joint.

8. CONSTRUCTION

Construct the pipe at locations shown on the plans or as directed. Only trench installation of thermoplastic pipe will be permitted.

8.1. **Excavation**. Excavate in accordance with Item 400, "Excavation and Backfill for Structures."

Provide enough trench width for the pipe installation and to ensure enough working room to properly and safely place and compact materials placed under haunches of the pipe and other embedment materials. Provide a space between the pipe and trench wall that is greater than that of the compaction equipment used in the pipe zone.

When using Type I backfill, the minimum allowable trench width is the pipe outside diameter plus 12 in.

When using Type II or Type III backfill, the minimum allowable trench width is specified in Table 1.

Table 1
Minimum Trench Width

Nominal Pipe Diameter (in.)	Minimum Trench Width (in.)
18	44
24	54
30	66
36	78
42	84
48	90

8.2. **Installing Pipe in Embankment.** If any portion of the pipe projects above the existing ground level, construct an embankment as shown on the plans or as directed, for a minimum distance outside each side of the pipe location of 5 times the diameter and to a minimum elevation of 2 ft. above the top of the pipe. Next, excavate the trench to a width as specified in Section 3.1. In areas with a high water table, install the thermoplastic pipe in accordance with the manufacturer's recommendations to prevent pipe floatation.

8.3. **Shaping and Bedding.** Bed the pipe in a foundation of compacted cohesionless material, such as sand, crushed stone, or pea gravel, with a maximum allowable size of 3/8 in. Extend this material a minimum of 6 in. below the outermost corrugations or ribs, and carefully and accurately shape it to fit the lowest part of the pipe exterior for a minimum of 10% of the overall height. When requested by the Engineer, furnish a template for each size and shape of pipe to be placed for use in checking the shaping of the bedding. Provide a template consisting of a thin plate or board cut to match the lower half of the cross section of the pipe.

8.4. **Handling and Storing Pipe.** Store pipe above ground on adequate blocking. Always keep pipe clean and fully drained during storage. Store the PVC pipe and fittings out of direct sunlight. Handle and store thermoplastic pipe in accordance with the pipe manufacturer's instructions. Provide proper facilities for hoisting and lowering the pipe into the trench without damaging the pipe or disturbing the bedding or the walls of the trench.

8.5. **Laying Pipe.** Unless otherwise authorized, start laying pipe on the bedding at the outlet end with the separate sections firmly joined together. Hoist and lower sections of pipe into the trench without damaging the pipe or disturbing the bedding or the sides of the trench. Remove and re-lay any pipe that is not in alignment or that shows excessive settlement after laying, at no expense to the Department.

Lay multiple installation of thermoplastic pipe with the centerlines of the individual barrels parallel. Unless otherwise shown on the plans, maintain the clear distances between outer surfaces of adjacent pipes shown in Table 2.

Table 2
Minimum Clear Distance Between Pipes

Nominal Pipe Diameter (in.)	Min. Clear Distance Between Pipes (in.)
18	14
24	17
30	20
36	23
42	26
48	29

8.6. **Reusing Existing Appurtenances.** When existing appurtenances are specified on the plans for reuse, sever the portion to be reused from the existing culvert and move it to the new position previously prepared, by approved methods.

Provide connections conforming to the requirements for joining sections of pipes as indicated in this specification or as shown on the plans. Restore any headwalls and any aprons or pipes attached to the headwall that are damaged during moving operations, to their original condition, at no expense to the Department. The Contractor has the option to remove and dispose of the existing headwalls and aprons and construct new headwalls at no expense to the Department, in accordance with the pertinent specifications and design indicated on the plans or as furnished by the Engineer.

8.7. **Sewer Connections and Stub Ends.** Make connections of pipe sewer to existing sewers or sewer appurtenances as shown on the plans or as directed. Mortar or concrete the bottom of the existing structures, if necessary, to eliminate any drainage pockets created by the new connection. Where the sewer is connected into existing structures which are to remain in service, restore any damage to the existing structure resulting from making the connection to the satisfaction of the Engineer. Seal stub ends, for connections to future work not shown on the plans, by installing watertight plugs into the free end of the pipe. Include the cost for the above in cost of the pipe.

8.8. **Backfilling.** Backfill from the pipe bedding up to 1 ft. above the top of the pipe to provide necessary structural support to the pipe and control pipe deflection. Take special precautions when placing and compacting the backfill material. Place special emphasis obtaining uniform backfill material and uniform compacted density throughout the length of the pipe, to avoid unequal pressure. Use extreme care to ensure proper backfill under the pipe, in the haunch zone.

Provide backfill material meeting the following specifications:

- Type I – Provide backfill consisting of flowable fill in accordance with Item 401, "Flowable Backfill." Place the flowable backfill across the entire width of the trench and maintain a minimum depth of 12 in. above the pipe. Wait a minimum of 24 hr. before backfilling the remaining portion of the trench with other backfill material in accordance with Item 400, "Excavation and Backfill for Structures."
- Type II – Provide backfill consisting of cement stabilized backfill in accordance with Section 400.3.3.4, "Cement Stabilized Backfill." Place and compact cement stabilized backfill to completely fill any voids.
- Type III – Provide backfill consisting of hard, durable, clean granular material that is free of organic matter, clay lumps, and other deleterious matter. Provide backfill meeting the gradation requirements shown in Table 3. Place the backfill material along both sides of the completed structure to a depth of 12 in. above the pipe. Place the backfill in uniform layers a minimum 6 in. deep (loose measurement), wet if required, and thoroughly compact it between adjacent structures and between the structure and the sides of the trench. Until a minimum cover of 12 in. is obtained, only hand-operated tamping equipment will be allowed within vertical planes 2 ft. beyond the horizontal projection of the outside surfaces of the structure. If using Type III backfill, place filter fabric between the native soil and the backfill. Use filter fabric conforming to the requirements of DMS-6200, "Filter Fabric," Type 1.

Table 3
Gradation Requirements for Type III Backfill Material

Sieve Size	Percent Retained
	(Cumulative)
1 in.	0-5
7/8 in.	0-35
1/2 in.	0-75
3/8 in.	0-95
No. 4	35-100
No. 10	50-100
No. 200	90-100

8.9. **Protecting the Pipe.** Unless otherwise shown on the plans or permitted in writing, do not use heavy earth-moving equipment over the structure until a minimum of 4 ft. of permanent or temporary compacted fill is placed over the top of the structure.

Before adding each new layer of loose backfill material, until a minimum of 12 in. of cover is obtained, an inspection will be made of the inside periphery of the structure for local or unequal deformation caused by improper construction methods. Evidence of such will be reason for corrective measures as may be directed.

Remove and replace pipe damaged by the Contractor at no expense to the Department

9. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Measurement of spurs, branches, or connections to existing pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects.

Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

10. 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 "Thermoplastic Pipe" of the size and backfill type specified. This price is full compensation for furnishing, hauling, placing, and joining pipes; connecting to new or existing structures; moving and reusing headwalls where required; removing and disposing of portions of existing structures as required; cutting of pipe ends on skew; and labor, tools, equipment, and incidentals.

Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures."

Type I backfill will be paid in accordance with Item 401, "Flowable Backfill."

Safety end treatment will be paid for in accordance with Item 467, "Safety End Treatment."

Special Specification 5035
Remove and Replace Wood Fence

11. DESCRIPTION

This Item shall govern for the removal and replacement of wood fence supported by posts at locations shown on the plans or as designated by the Engineer.

12. MATERIALS

All replacement posts, rails, and pickets shall be of the same type of material and configuration as the existing fence.

13. CONSTRUCTION

Fence posts shall be spaced at intervals equal or closer than the existing fence. Posts shall be set in a vertical position. All posts shall be placed to the minimum depth below ground as shown on the plans or as directed by the Engineer. Posts shall be set plumb and firm to the line and grade shown on the plans.

14. MEASUREMENTS

This Item will be measured by the foot of replaced wood fence, measured along the face of the bottom rail of the fence from center to center of the end posts in the final position.

15. 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 "Remove and Replace Wood Fence." This price shall be full compensation for removing of the existing fence, furnishing and installing all fence materials as needed, digging post holes, including excavation, backfilling, disposal of surplus material, placing concrete for posts; for all preparation, hauling and installing of same, and for all labor, tools, equipment and incidentals.

ITEM 9500

TRENCH SAFETY SYSTEMS

9500.01 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.

9500.02 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.

9500.03 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.

9500.04 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.

9500.05 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.

9500.06 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.

9500.07 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.

9500.08 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 for excavation in connection with the construction of the three proposed lift stations.

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.

SEL GEOTECHNICAL ENVIRONMENTAL MATERIALS TESTING

Report Number 21247

DITCH IMPROVEMENTS FOR DITCH 110B

BEAUMONT, TEXAS

DECEMBER 2021

NOT TO SCALE

P.O.Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619
Email: yousef@science-engineer.com

SEL GEOTECHNICAL ENVIRONMENTAL MATERIALS TESTING

LOG OF BORING

Project: Ditch 110B for the City of Beaumont
Beaumont, Texas

Boring Number: B-1
Location: See Attached Boring Plan
Dry Auger: 0 to 20 Feet

Project No: 21247
Date of Report: 12/15/2021
Date of Boring: 12/09/2021
Authorization: Mr. Stephen West

DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH: POCKET PENETROMETER (TSF)	SHEAR STRENGTH: UNCONFINED COMPRESSIVE STRENGTH (TSF)
				Dary Gray CLAY; Fill								
				CH			70	24	46			
				Dark Gray CLAY with ferrous nodules								
											0.35	
5				tan and gray; slickensides	37	80	100	30	70		0.65	0.35
											1.00	
10					29	89	68	26	42		1.00	0.44
					26	94	63	24	39		1.25	0.50
15					24	100	66	24	42		1.50	0.70
				CH								
				Tan and Gray SANDY CLAY								
				CL	24	97	44	20	24		0.50	0.30
20				Bottom at 20 Feet								

1. Water was encountered at 15 feet during drilling.
2. Water level at 13' - 2" after 5 minutes.

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SEL GEOTECHNICAL ENVIRONMENTAL MATERIALS TESTING

LOG OF BORING

Project: Ditch 110B for the City of Beaumont
Beaumont, Texas

Boring Number: B-2
Location: See Attached Boring Plan
Dry Auger: 0 to 20 Feet

Project No: 21247
Date of Report: 12/15/2021
Date of Boring: 12/09/2021
Authorization: Mr. Stephen West

DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	SHEAR STRENGTH: POCKET PENETROMETER (TSF)	SHEAR STRENGTH: UNCONFINED COMPRESSIVE STRENGTH (TSF)
				Dary Gray CLAY; Fill								
				CH							0.50	
				Dark Gray CLAY with ferrous nodules	29	80	96	27	69		0.75	0.72
5				tan and gray; slickensides							0.75	
					23	94	93	26	67		0.75	0.50
10					31	92	75	25	50		1.00	0.40
				CH	28	93	74	25	49		1.00	0.74
				Tan and Gray SANDY CLAY	22	103	42	20	22		1.25	0.50
15												
				CL	25	97	49	21	28		0.75	0.40
20				Bottom at 20 Feet								

1. Water was encountered at 13 feet during drilling.
2. Water level at 12' - 8" after 5 minutes.

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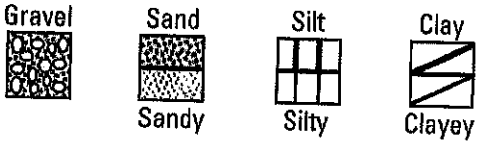
SEL GEOTECHNICAL ENVIRONMENTAL MATERIALS TESTING

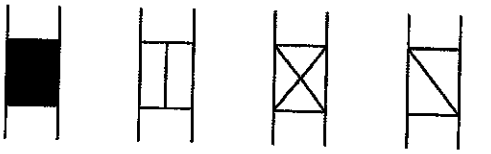
KEY TO SOIL CLASSIFICATION AND SYMBOLS

SOIL TYPE



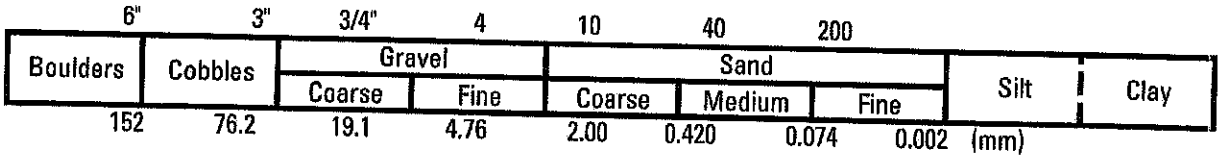
Predominant type shown heavy

SAMPLE TYPE

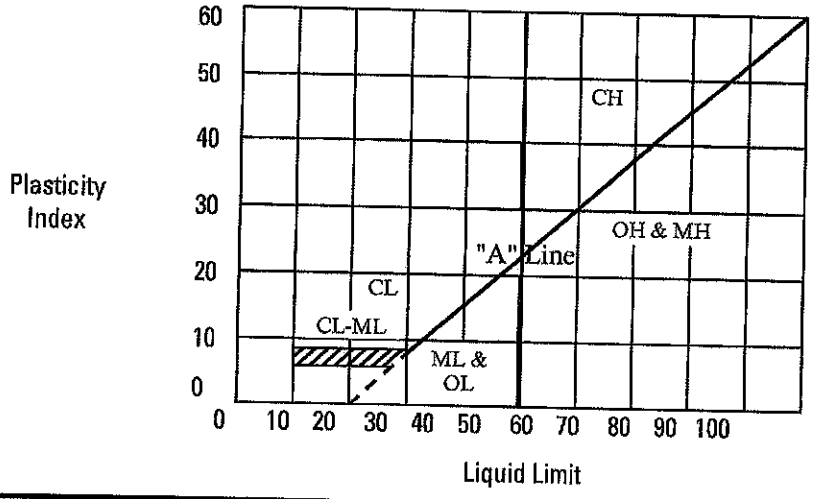


SOIL GRAIN SIZE

U.S. Standard Sieve



PLASTICITY CHART



CONSISTENCY OF COHESIVE SOILS

Penetration Resistance, blows per foot	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity
0 - 2	Very Soft	0 - 0.125	0 - 5	None
2 - 4	Soft	0.125 - 0.25	5 - 10	Low
4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
15 -30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
> 30	Hard	> 2.0		

RELATIVE DENSITY OF COHESIONLESS SOILS

Penetration Resistance, blows per foot	Relative Density
0 - 4	Very Loose
4 - 10	Loose
10 - 30	Medium Dense
30 - 50	Dense
> 50	Very Dense

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694

Jefferson County, Texas
2021 GLO CDBG-DR Drainage Improvements
Project
Drainage Ditch 110-B
GLO Contract No. 20-065-121-C408

Triangle civil services

RECV'D JEFFCTY PURCH 10:57 AM 06.04.2022

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 12, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **IFB 22-023/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District.** 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:	**Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District**
BID NO:	**IFB 22-023/YS**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, May 11, 2022**
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 Yea-Mei Sauer, Assistant Purchasing Agent, ysauer@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

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

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/

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Thursday, April 28, 2022.

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 at 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.
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> **(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.
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> **(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 three (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."

3. 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.

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 Yea-Mei Sauer, Assistant Purchasing Agent, ysauer@co.jefferson.tx.us, regarding any questions or comments. Please reference bid number IFB 22-023/YS.

Scope

Vendor shall provide Insecticides, Herbicides, Spray Adjuvants, and Adulticides for the Jefferson County Mosquito Control District subject to the terms and conditions stated for an initial period **beginning on or about date of award**.

Bidders shall attach to bid form, a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Prices quoted shall be F.O.B. Jefferson County Mosquito Control District, Jefferson County Airport, 1st Street, Nederland, TX. Bidder bears freight charges. All prices must be written in ink or typewritten.

Quote unit prices extended to lump sum prices. The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, adjuvants, and adulticides will be released to the successful bidder(s) **on an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Refer questions of a commercial nature to Yea-Mei Sauer, Assistant Purchasing Agent, ysauer@co.jefferson.tx.us; and questions of a technical nature to Denise Wheeler, Director, Jefferson County Mosquito Control, wheeler@co.jefferson.tx.us.

A price re-determination may be considered by Jefferson County only at the twelve (12) month and twenty-four (24) month anniversary dates of the contract. 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.

Approximate Annual Usage

No promise is made or implied for quantities that will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

The brand name references are for description only, and are not intended to exclude other herbicides or adjuvants of equal quality. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description
1	**MSMA herbicide** – to contain 6.00 lb. MSMA (Mono-sodium Acid Methanearsonate) plus surfactant per gallon
2	**Tordon 101** – to contain 10.2% 4-amino3,5,6-trichloropicolinic acid (picloram), tri-isopropanolomine salt 39.6% 2,4-Dichlorophenoxyacetric acid, tri-isopropanolomiane salt.
3	**Roundup herbicide or equivalent** – to contain 41.0% by weight Isopropylamine Salt of Glyphosate
4	**Rodeo herbicide or equivalent** – to contain 53.5% by weight Isopropylamine Salt of Glyphosate
5	**Nalco Trol II or equivalent** – water soluble spray drift control agent
6	**Aqua-King or equivalent** – product must be a non-ionic aquatic surfactant approved for use in the State of Texas, contain 90% active ingredient (excluding alcohols, fatty acids, oils ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.
7	**Malathion insecticide** – concentrate to contain a minimum of 9.9 lb. of malathion per gallon (96.5% by weight active ingredient). Product offered must have current approval in Texas for both aerial and ground ULV application against adult mosquitoes. Bulk shipments only.
8	**Bio Mist 3-15 ULV -** ACTIVE INGREDIENTS Permethrin (3-phenoxyphenyl) methyl (+/-) cis, trans3-(2,2-dichlorethenyl)-2,2-dimethyl cyclopropanecarboxylate.....3.0% Piperonyl Butoxide*.....15.0% OTHER INGREDIENTS**..... 82.0% 100.0% Contains 0.222 pounds of Permethrin and 1.113 pounds of PBO per gallon Contains petroleum distillate *Ordered as 275 gallon containers. **Successful bidder will deliver full containers and pick up empty containers at no additional charge.
9	**Envion 30/30 insecticide or equivalent -** water compatible concentrate in 2.52 lb. Permethrin (30.0% by weight) and 2.52 lb. Piperonyl Butoxide (30.0% by weight) per gallon. Product offered must have current approval in Texas for aerial and ground ULV application against adult mosquitoes.

Bidder Information Form

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

Bid Number & Name: IFB 22-023/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District.

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ Title: _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

<u>Bidder</u>: Complete & Return this Form with Offer.

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:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name

_____
Phone Fax

_____
E-mail

<u>Bidder</u>: Complete & Return this Form with Offer.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 22-023/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Laurie Leister
County Clerk

<u>Bidder</u>: Complete & Return this Form with Offer.

Bid Form

Item	Est Qty. (Gal.)	Description	Brand bid	MSDS Labels Attached	Price per Gallon	Total Price
1	700	MSMA Herbicide – 2.5 gal. container			$	$
2	700	Tordon 101 Herbicide or equivalent – 2.5 gal. container			$	$
3	700	Roundup Herbicide or equiva-lent – 2.5 gal. container			$	$
4	100	Rodeo Herbicide or equivalent – 2.5 gal. container			$	$
5	100	Nalco Trol II or equivalent – 2.5 gal. (or smaller) container			$	$
6	400	Aqua-King Surfactant or equivalent – 2.5 gal. (or smaller) container			$	$
7	20,000	Malathion Insecticide – **bulk shipment only**			$	$
8	1,100	Bio Mist 3-15 ULV – 275 gal containers			$	$
9	600	Envion 30/30 insecticide – 2.5 gal. containers			$	$

Bidders must attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

<u>Bidder</u>: Complete & Return this Form 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: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ 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.

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

<u>Bidder</u>: Complete & Return this Form with Offer.

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

_____

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

_____

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.**

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

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.

Printed Name of Authorized Representative	Signature
Title	Date

<u>Bidder</u>: 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: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Bidder: 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: _____ 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.

<u>Bidder</u>: 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): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder: 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 _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

<u>Bidder</u>: Complete & Return this Form with Offer.

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____ (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 2270.002, 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

_____
Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

_____
Notary Signature

_____
Date

<u>Bidder</u>: 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.

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

<u>Bidder</u>: Complete & Return this Form with Offer.

Bid Affidavit

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

"I, _____ _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said_____.
(name of firm)

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

Name and address of bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

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

this the _____ day of_____, 20___.

_____
Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer.

AGREEMENT
BETWEEN ENGINEER AND OWNER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 4/12/22 between Sigma Engineers, Inc. at 4099 Calder Ave., Beaumont, Texas ("Engineer") and Jefferson County, Texas, at 1149 Pearl Street - 1st Floor Beaumont, Texas ("Owner").

Engineer agrees to provide the services described below to the Owner for rehabilitation of the Main Terminal HVAC at the Jack Brooks Regional Airport per RFQ 21-044/JW. Statement of Qualifications was submitted by Sigma Engineers, Inc., dated July 28, 2021, and addendum one (1) dated July 22, 2021.

Engineer and Owner further agree as follows:

1.00 BASIC AGREEMENT

A. Engineer shall provide, or cause to be provided, the services outlined in this Agreement, and Owner shall pay Engineer for such Services as outlined in Paragraph 9.01.

2.00 PAYMENT PROCEDURES

A. *Preparation of Invoices.*
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to the Owner.

B. *Payment of Invoices.*
Invoices are due and payable within 30 days of receipt. Upon 30 days of non-payment following the County's receipt of invoice, the Engineer may without liability, after giving seven days written notice to the County, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.00 ADDITIONAL SERVICES

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
   1. Owner shall pay Engineer for such additional services on an hourly arrangement using Engineer's standard hourly rates.
   2. Owner may request a lump sum pricing from the Engineer for said additional work.

4.00 TERMINATION

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
      b. By Engineer:
         1) upon seven days written notice if Engineer believes that Owner is requesting Engineer to furnish or perform services contrary to Engineer's responsibilities as a licensed professional: or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.00.A.1.a. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of the notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. by Owner effective upon the receipt of notice by Engineer.
b. The terminating party under paragraphs 4.00.A.1 or 4.00.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.00 CONTROLLING LAW

A. This Agreement is to be governed by the law of the state of Texas.

6.00 SUCCESSORS, ASSIGNS, AND BENEFICIARIES

A. Owner and Engineer each is hereby bound, and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.00.B, the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and the partners, successors, executors, administrators, and legal representatives (And said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet or transfer any rights under or interest (including, but without limitation, money that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.00 GENERAL CONSIDERATIONS

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineers services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractors work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractors' work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractors' agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
   1. Engineer shall not be responsible for quality control or quality assurance of work being performed by the contractor.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to no more than the total amount of the compensation received by Engineer.

G. The parties acknowledge that the Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, mold, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains an appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition: and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.00 TOTAL AGREEMENT

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated Appendix including the following Appendices: Appendix A (Rate Sheet) Appendix B (RFQ Specifications and Addendum No. 1), Appendix C (Contractors RFQ Response), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ATTEST Carrie Pasia
DATE 4-12-22

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

9.00 PAYMENT & COST

A. Owner shall pay the engineer as follows:
1. Lump sum of $112,950.10 for the design services by the Engineer.
2. Payment for each phase shall be paid monthly based on agreed percentage of work completed. Payment terms shall be net thirty days.

10. INSURANCE

A. Engineer shall provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this contract, and 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 engineer.

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

General Liability	$1,000,000
Excess Liability	$1,000,000
Professional Liability	$1,000,000
Automobile	$500,000
Workers' Compensation:	Statutory Coverage

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

SIGMA ENGINEERS, INC.:

By: Dr. Sina Nejad, P. E., P. Eng.

Title: President

Date Signed: April 6th, 2022

Address for giving notices:

4099 Calder Avenue

Beaumont, TX 77706

JEFFERSON COUNTY, TEXAS:

By:

Title: JEFF R BRANICK Jefferson County Judge

Date Signed: April 12, 2022

Address for giving notices: Jefferson County Purch. Dep
1149 Pearl St., 1st floor
Beaumont, TX 77701

CONTRACT (RFQ 21-044/JW) APPENDIX A
PAGE 1 OF 1

SIGMA ENGINEERS

Jack Brooks Airport Main Terminal
MEP Upgrades

MEP Engineering Services

STANDARD RATES 2021			$ 263.20		$ 210.25		$ 168.50		$ 124.50		$ 94.70		$ 68.00		Totals	
Costs Phase		Task	Principle in Charge		Project Manager, P.E		Project Engineer		Designer		CADD		Clerical		Hours	$
			Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost	Hrs.	Cost
	A.	Phase I - Scope of Work Development														
		1. Research available information (background research)	2	$ 526.40	2	$ 420.50	4	$674.00		$ -	8	$ 757.60		$ -	16	$ 2,378.50
		2. Site Investigation	4	$ 1,052.80		$ -	16	$2,696.00	4	$ 498.00	8	$ 757.60		$ -	32	$ 5,004.40
		3. Verification of MEP component capacity and availability		$ -		$ -	8	$1,348.00		$ -		$ -		$ -	8	$ 1,348.00
		4. Code compliance and verification		$ -	4	$ 841.00	8	$1,348.00		$ -		$ -		$ -	12	$ 2,189.00
		5. Architectural review	8	$ 2,105.60	12	$ 2,523.00	8	$1,348.00		$ -		$ -		$ -	28	$ 5,976.60
		6. Architectural Design	2	$ 526.40	32	$ 6,728.00	12	$2,022.00	40	$ 4,980.00		$ -		$ -	86	$ 14,256.40
		7. Structural & load Review	4	$ 1,052.80	4	$ 841.00	8	$1,348.00		$ -		$ -		$ -	16	$ 3,241.80
		8. Structural Design		$ -	8	$ 1,682.00	24	$4,044.00	24	$ 2,988.00		$ -		$ -	56	$ 8,714.00
		9. Assessment Report Development		$ -		$ -	8	$1,348.00		$ -	4	$ 378.80		$ -	12	$ 1,726.80
		10. Corrdination Meeting with Client		$ -	2	$ 420.50		$0.00		$ -	2	$ 189.40		$ -	4	$ 609.90
															270	$ 45,445.40
	B	Schematic Design Phase (SD)														
		1. Prepare, submit and update project schedule	1	$ 263.20	1	$ 210.25	4	$ 674.00		$ -		$ -	4	$ 272.00	10	$ 1,419.45
		2. Electrical System Option Evaluation			1	$ 210.25	4	$ 674.00		$ -		$ -		$ -	5	$ 884.25
		3. HVAC System Schematic Level Design			1	$ 210.25	8	$ 1,348.00	8	$ 996.00	16	$ 2,696.00		$ -	33	$ 5,250.25
		4. Electrical System Schematic Level Design			1	$ 210.25	8	$ 1,348.00	8	$ 996.00	16	$ 2,696.00		$ -	33	$ 5,250.25
		5. Plumbinf & Fire Protection System Schematic Level Design			1	$ 210.25	8	$ 1,348.00	4	$ 498.00	8	$ 1,348.00			21	$ 3,404.25
		6. Project Coordination Meeting			1	$ 210.25	8	$ 1,348.00		$ -	9	$ 1,516.50			18	$ 3,074.75
								$ -							102	$ 12,804.20
	C	Design Development Phase (DD)														
		1. HVAC System DD Level Design			1	$ 210.25	8	$ 1,348.00	6	$ 747.00	16	$ 2,696.00		$ -	31	$ 5,001.25
		2. Electrical System DD Level Design			1	$ 210.25	8	$ 1,348.00	6	$ 747.00	16	$ 2,696.00		$ -	31	$ 5,001.25
		3. Plumbinf & Fire Protection System DD Level Design			1	$ 210.25	8	$ 1,348.00	2	$ 249.00	8	$ 1,348.00			19	$ 3,155.25
		4. Project Coordination Meeting			1	$ 210.25	8	$ 1,348.00		$ -	9	$ 1,516.50			18	$ 3,074.75
								$ -							99	$ 16,232.50
	D	Construction Document Phase (CD)														
		1. HVAC System CD Level Design	4		1	$ 210.25	20	$ 3,370.00	6	$ 747.00	18	$ 3,033.00		$ -	49	$ 7,360.25
		2. Electrical System CD Level Design	4		1	$ 210.25	20	$ 3,370.00	6	$ 747.00	16	$ 2,696.00		$ -	47	$ 7,023.25
		3. Plumbinf & Fire Protection System CD Level Design	4		1	$ 210.25	8	$ 1,348.00	4	$ 498.00	8	$ 1,348.00			25	$ 3,404.25
		4. Project Coordination Meeting			1	$ 210.25	8	$ 1,348.00		$ -	4	$ 674.00			13	$ 2,232.25
								$ -							134	$ 20,020.00
	E	Construction Administration Services (CA)														
		1. Submittal Review			2	$ 420.50	24	$4,044.00	24	$ 2,988.00	8	$ 757.60	8	$ 544.00	66	$ 8,754.10
		2. Response to RFI's			2	$ 420.50	16	$2,696.00	8	$ 996.00	2	$ 189.40		$ -	28	$ 4,301.90
		3. Construction Site Visits (8)				$ -	32	$5,392.00		$ -		$ -		$ -	32	$ 5,392.00
															126	$ 18,448.00
		Total Man Hours / Cost	33	$ 5,527.20	82	$ 17,240.50	296	$ 49,876.00	150	$ 18,675.00	176	$ 27,294.40	12	$ 816.00	1480	$112,950.10

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-044/JW)
Professional Engineering Services for Rehabilitation of Main Terminal HVAC
at the Jack Brooks Regional Airport

You are invited to submit a statement of qualifications in accordance with (RFQ 21-044/JW) Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified Engineering Consulting Firms to provide: project administration services, design services, bidding services, construction oversight services, and other services that may be required for an HVAC Rehabilitation project for the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

All submittals shall be evaluated by a Review/Selection Committee. The Review/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 (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 2021. 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 Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport**
REQUEST NO:	**RFQ 21-044/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 2021**
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 L. Clark, Purchasing Agent
Jefferson County, Texas

Published:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

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Request for Statements of Qualification (RFQ 21-044/JW)
Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide professional engineering services for the Rehabilitation of the Main Terminal HVAC at the Jack Brooks Regional Airport. It is intended that this project will be funded by the CARES Act Grant.

The professional engineering services for this project includes, but not limited to: design services, preparation of bid documents (plans, drawings and specifications), construction contract administration, and construction project management.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of **1.95%.**

Section 2. Scope of Work

Design Service Scope
BPT – Jack Brooks Regional Airport
Project: **Terminal HVAC Rehab**

The consultant will provide the required professional services to design the rehabilitation and replacement of equipment in the Main Terminal HVAC System at the Jack Brooks Regional Airport. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA and Jefferson County document review.

Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations. ADA compliance on all items not specifically identified.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.

Main Terminal HVAC Rehab:

- Replacement of inoperable chiller
- Replacement of inoperable chilled water pump
- Replacement of corroded pipes, pipe insulation,
- Replacement of air handling units

Phase 1 – Project Administration

Consultant will serve as Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Consultant will attend meetings as necessary with local officials, state and federal agencies, and others regarding the scope of the proposed project, general design, functions, and impacts.

Phase 2 –Design Services

Initially, consultant is to identify and evaluate alternatives to assure cost effective and practical solutions for the work items identified.

Consultant will complete its evaluation of alternatives and practical design approach with Airport personnel. The design will take advantage of local knowledge and experience and utilize expertise from previous projects to design a cost-effective project and ensure competitive construction bids.

Consultant will prepare detailed construction drawings, specifications, instructions to bidders, and general and specific provisions, all based on guides furnished by Consultant and FAA, or internally provided by Consultant.

Contract Documents, plans, specifications, cost estimates, construction timelines, will be prepared for award of one construction contract. These designs shall conform to the standards of practice ordinarily used by members of Consultant's profession practicing under similar conditions and shall be submitted to the FAA, the Airport, and Jefferson County, as necessary, to receive approval.

Activities include:

1. Coordinate and meet with Airport personnel and Main Terminal tenant's personnel to minimize day-to-day operations.
    a. Special Note 1: This project will be time sensitive as GSA/TSA lease and Federal Employee guidelines specify environmental conditions in which Federal employees can work in, i.e. temperature extremes in office settings.
    b. Special Note 2: This work will be conducted in and near sensitive security areas. Consultant will need to incorporate appropriate security provisions in construction contract to address TSA and FAA regulations.
2. Prepare a preliminary estimate of probable construction costs and schematic design for each project element.
    a. Consultant will develop, reviewing previous cost data and market condition, and Engineer's Opinion of Probable Costs.
3. Preparation of a Quality Control Plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures
    a. Quality control review will be conducted prior to design submission to Airport.
4. Record Document Review: Consultant will review construction documents provided by the Airport to evaluate existing conditions, may include record drawings, record surveys, utility maps, and previous design reports.
5. Site Visits: Consultant will perform site visits as required to review and verify existing condition.
6. Technical Design: consultant will develop a detailed listing of the applicable HVAC design conditions, temperatures, air changes, relative humidity, wind speed and direction, etc. Consultant will provide HV AC design for renovated terminal HVAC systems including:
    a. replacement of the existing air handlers (AHU-1, AHU-2, AHU-3, & AHU-4)
    b. replacement of the existing Trane air cooled chiller which is currently inoperable.
    c. replacement of the existing chilled water pump associated with the existing inoperable air-cooled chiller.
    d. replacement of the existing heating water boiler in associated pumps
    e. replacement of exterior chilled water in heating water piping, piping insulation, and jacketing. new HVAC controls from new equipment compatible with existing control systems.
    f. Consultant will perform necessary HVAC load calculations to identify the peak requirements for heating, air conditioning, ventilation, humidification, and total airflow.
    g. consultant will perform all necessary electrical design associated with the HVAC modifications. analysis includes existing in new equipment loads and panel capacity, and providing design for electrical provisions, if necessary, of new and replaced equipment.
7. Technical Specifications:
    a. Detailed specifications shall be developed using FAA Standards for Specifying Construction for Airports AC 150 /5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed, as necessary, when not covered by existing FAA or local standards.
8. Contract Document Construction:
    a. Consultant will develop construction documents that include all necessary provisions of 2 CFR 200, AC 150/5370-10, and any other federal, state, and local requirements. Special provisions of related to the CARES Act must be included in the construction contract as well.

9. 100% Final Design
    a. Consultant will develop 100% final design plans, specifications, and engineer's reports and submit these to owner for review. Owner estimates review of the design submission will take 2 weeks. Consultant will then develop 100% Invitation for Bid (IFB) plans and specifications, that include all necessary provisions to meet 2 CFR 200, and relevant FAA and Federal guidelines.
    b. Develop Security Plan – contractors will have access to sensitive security areas, Consultant to coordinate security plan to meet Airport's ASP, ACM, and TSA and FAA security provisions.
    c. Obstruction Analysis – Consultant to file an OA due to use of hoists/cranes.
    d. Final design documents are to provide sufficient information and detail to illustrate, describe, and clearly delineate the design intent of the Consultant and enable all contractors to bid uniformly.
        i. Provide final estimate of probable construction costs and quantities and schedule for the project.
        ii. Incorporate specifications required in AC 150/5370-10 Standards for Specifying Construction of Airports, and any other FAA Advisory Circular relevant to the project.
        iii. Prepare project specifications and contract documents.

Phase 3 – Bidding Services

Consultant will assist the Owner with the County's bidding process for one prime contract for construction, materials, equipment, and services. Consultant will maintain a record for prospective bidders to whom Bidding Documents have been issued and attend pre-bid meeting(s). All advertising costs are paid by the Owner.

1. Assist Jefferson County Purchasing Department with advertising and interpretation of project requirements.
2. Attend Pre-Bid meeting(s) to provide clarity and answer technical questions.
    a. Issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents.
3. Assist with bid-opening, if necessary and assist Jefferson County Purchasing Department in recommended of award for contractor selection based on received construction bids.
    a. Return bid bonds to the unsuccessful bidders.
4. Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.
5. Assist Purchasing Department with Notice of Award and Notice to Proceed.
    a. Solicit and review bonds, insurance certificates, construction schedules.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Project Deliverables:

- Construction Cost Estimate
- 60% Preliminary Design
- 100% Preliminary Design
- 100% Issued for Bid

Phase 4 – Construction Phase Services

During construction, the consultant will assist the Owner to monitor and document progress for quality and cost.

Activities Include:

1. Conduct pre-construction conference.
    a. Review sensitive aspects of the project (Security, Timelines, Federal Requirements during Construction, etc.)

2. Provide resident project representative (RPR) services. At the owner's discretion to utilize consultant or choose to have a separate consultant perform RPR services. RPR activities include:
    a. Monitor and document construction progress for quality and cost.
        i. Submit weekly construction progress reports to Airport to forward to FAA (required).
    b. Confirm conformance with schedules, plans, and specifications,
    c. Measure and document construction pay quantities,
    d. Document significant conversations or situations,
    e. Document input or visits by local authorities.
    f. Conduct and document periodic wage rate interviews, as necessary to conform to 2 CFR 200 and 29 CFR Part 5.
3. Continually update Airport on project progress and problems. Consultant to provide solutions and or alternatives during the construction phase when in the best interest of the Airport and Sponsor.
4. Prepare and submit inspection reports (FAA Form 5370-1) to Owner and FAA as required in AC 150/5370-12B.
5. Prepare changes orders and submit to Purchasing to formally execute in Commissioner's Court.
    a. Change orders are only enforceable after approval and execution by Commissioners Court.
6. Prepare and confirm monthly payment request
7. Conduct or monitor quality control testing
8. Conduct final project inspection with airport personnel and recommend release of retainage.
9. Prepare and deliver as-built construction plans (hard copy and electronic) to Airport and County Engineer's Office.
    a. Consultant will provide the owner a manual that contains the relevant documentation as to the specific equipment installed, warranty information, owners manuals, training required, etc.
10. Prepare project closeout report for submittal to FAA.

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent 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. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

Section 7. Insurance

The contractor (including any and all subcontractors as defined in Section 8 below) must provide proof of insurance at the time of award and at all times during the term of any contract as a direct result of this RFQ, and 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

7.1 Definitions:

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

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

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent

contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Qualifications Statement Format Requirements

- Responses must be prepared in such a way as to provide a straight-forward, concise description of capabilities to satisfy the requirements of the RFQ. Expensive bindings and promotional materials are not necessary or desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
- **Minimum of (5) copies (to include: one original, four copies)** of the written responses are required.

  All Copies are to include RFQ specifications document with all forms completed, **in its entirety**.
  Note: The inclusion of these specifications (32 pages) in their entirety, completed FORM 1295, SAM Registration Status/Proof, and Certificate of Insurance documents are not to be included in response page count.
- **Maximum of (30) pages**, typed, front and back or single sided, with each page clearly numbered at the bottom of the page.

Section 10. Statement of Qualifications and Experience

Firms desiring to be considered for this project for are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, as a minimum, the following:

1) Company Information

a) Business name and legal entity.
   i) Federal Tax ID number
   ii) Local and Corporate/Main Office address and mailing address, telephone, and email contact information
   iii) Whether the prime consultant is a single entity, partnership, corporation, or other legal entity recognized in the State of Texas.
   iv) Controlling interest in any other firms providing equivalent or similar services, as well as financial interest in other lines of business.
   v) Brief history of your company, include number of years in business under present name, prior business names.

b) Organization chart, (clearly define respondent if working alone or with a team)

c) Statement that demonstrates capacity to perform the required services (minimum qualifications), including other firms if a team.

d) Contact information of person(s) who are authorized to negotiate and contractually obligate the firm, one of these people must sign the RFQ response.

2) Experience and Expertise of the Prime Consultant and Sub Consultants

a) Brief introduction of all participating firms.

b) DBE participation *(If the firm responding is a certified DBE or in the process of becoming a DBE, that fact needs to be clearly stated in response*).
   i) Identify any DBE's and Minority Businesses that will be a part of the team and approximate percentage of the work they will be performing.
   ii) Firm's experience working together.
   iii) Statement signed by any sub-consultant that the sub will perform all work as described.

c) Description of representative work accomplished for all jobs within the past five (5) years.

d) Describe reasons why the firm(s) would be uniquely qualified to provide the services (as described within this RFQ) to Jefferson County/Jack Brooks Regional Airport.

e) List of applicable licenses presently held and indicate ability to obtain any additional licenses or permits that may be required.

3) Personnel and Team Organization

a) Confirmation that firm has adequate and experienced staff that are trained to perform the tasks requested in this RFQ.

b) Experience of principal individuals, of the consultant or team, stating current positions, years of service experience, and identify specific projects worked on that are similar in nature to the project(s) described in this RFQ and roll in said projects.

c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) Project Approach

a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.

b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.

a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 24.

7) Evidence of insurance.

8) Proof of Registration with the System for Award Management. See Section 13 (Item E), Page 10.

Section 11. Additional Information

Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 12. 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 13. Terms and Conditions

A. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.

B. 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.

C. The Engineering Individual/ 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.

D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.

E. Vendor Registration: SAM (System for Award Management):

   a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that consolidated the capabilities of CCR/FedReq, ORCA, and EPLS. There is NO fee to register for this site.

   b. Entities may register at no cost directly to the SAM website at: https://www.sam.gov

   c. Respondents are required to submit proof of their SAM Registration with their response.

F. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)
   a. 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.
   b. 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.
   c. 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."
      i. A completed Form 1295 is not required for:
         1. a sponsored research contract of an institution of higher education;
         2. an interagency contract of a state agency or an institution of higher education;
         3. 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 or any qualified vendor is eligible for the contract;
         4. a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
         5. a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;
         6. a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code
   d. Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:
      i. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
         1. Vendors must enter the required information on Form 1295, and print a copy of the completed form.
         2. The form will include a certification of filing that will contain a unique certification number.
      ii. Submit a FORM 1295 hard copy (completed and signed by an Authorized Agent of the Awarded Vendor) to the Jefferson County Purchasing Department.
   e. FORM 1295 Completion Instructions and Login Instructions are available the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 14. Minority-Business 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.

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Section 15. Federal Mandated Contract Provisions

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

A. Breach of Contract Terms / Remedies

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

B. Termination of Contract (for Cause and Convenience)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over $10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

C. Equal Employment Opportunity

Source: 2 CFR § 200 Appendix II (C) 41 CFR § 60-1.4

Executive Order 11246 41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed $10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this RFQ will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

D. Davis-Bacon Requirements

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL’s Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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 (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

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 (2) of this clause.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this clause.

G. Rights to Inventions

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. 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.”

Use of Provision: When applicable, the sponsor’s language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

H. Clean Air and Water Pollution Control

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed $150,000.

Use of Provision: The following language will be included in applicable contracts:

1. Contractor agrees to comply with all applicable standards, orders, and regulations 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. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

I. Debarment and Suspension

Source: 2 CFR Part 180 (Subpart C) 2 CFR Part 3000

2 CFR Part 1200 DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-

procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

L. Access to Records and Reports

Source: 2 CFR § 200.333 FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

1. The contractor must maintain an acceptable cost accounting system. 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 maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
3. 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.
4. 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.
5. 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.

M. Affirmative Action Requirement

Source: 41 CFR Part 60-4 FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000.

- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).

- Professional Services: The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds $10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95%

    b. Goals for female participation in each trade: 6.90%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

O. Civil Rights

Source: 49 USC § 47123 Title VI of the Civil Rights Act of 1964

FAA Order 1400.11 US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

Title VI Solicitation Notice

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

P. Disadvantaged Business Enterprise

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding $250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 and the award and administration of Department of Transportation-assisted contracts. Failure by contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the owner deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

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.

"*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."*

S. No Obligation by Federal Government

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

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."

T. Program Fraud and False or Fraudulent Statements or Related Acts

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.

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."

Section 16. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- **Firm's Capability to Provide the Services – 35%**
    - Capability to perform all or most aspects of the project.
- **Project Understanding and Approach – 10 %**
    - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Comparable Projects – 10%**
    - Provide recent experience with comparable airport improvement projects.
- **Familiarity with FAA Regulations – 10%**
    - Provide examples and or experience in incorporating FAA Regulations and guidelines into similar projects.
- **Staff Qualifications – 10 %**
    - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline/Deadlines – 10%**
    - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 15 %**
    - Ability to meet DBE goal of **1.95%** and documenting good faith efforts.
    - Must include what % of the project work DBEs will be responsible for.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

Section 17. Submission Requirements

Respondents are responsible for submitting: **One (1) original and four (4) proposal 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 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.

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, Wednesday, July 28, 2021.

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.

DEADLINE FOR QUESTIONS:

The deadline for asking questions in writing or requesting additional information (in writing or in person) is:

5:00 pm CT, Wednesday, July 21, 2021.

Please direct all questions to Jamey West, Assistant Purchasing Agent via email at: jwest@co.jefferson.tx.us
Questions regarding the scope of work must be directed to Jamey West in order to keep an accurate record of communication among all parties.

Courthouse Security:

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. 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.
Respondents are strongly urged to plan accordingly.

County Holidays – 2021:

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

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.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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

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

_____
Date

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5) If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6) Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7) Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8) Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; 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

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)**	

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____ (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

_____
Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

_____
Notary Signature

_____
Date

<u>Respondent</u>: Complete & Return this Form With Response Submission.

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.

_____
Company Name

_____
IFB/RFP/RFQ number

Certification check performed by:

_____
Purchasing Representative

_____
Date

<u>Respondent</u>: Complete & Return this Form With Response Submission.

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.

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

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me this _____day of

_____, 2021

_____
Notary Public

State of _____

My Commission Expires: _____

<u>Respondent</u>: Return this Form with Qualifications Submission.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT
1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO RFQ

RFQ Number: RFQ 21-044/JW

RFQ Title: Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport

RFQ Due: **11:00 am CT, Wednesday, July 28, 2021**

Addendum No.: 1

Issued (Date): July 22, 2021

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 ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

ADDENDUM NO. 1
(RFQ 21-044/JW)

Clarifications

Question: Are you able to provide an estimated budget/value range for this project?

Answer: As the County/Airport is requesting Statements of Qualification for this project, an estimated budget/value range is unavailable to potential respondents. Consultant(s) will be selected based on qualifications and experience, with fees determined through negotiations following the evaluation of all responses received.

Question: Is there a Bidding Construction Timeline for this project?

Answer: The timeline for the awarded Engineering Firm for this RFQ will be to have bids in-hand for the construction phase by April 2022.

Question: Does the County want verification that the Primary Consultant is registered with System for Award Management (SAM), as well as any Subcontractors for the project?

Answer: The County requires only the Primary Consultant be registered (active and in good standing) with the System for Award Management (SAM).

Question: Regarding item #2 on Page 5: *Provide resident project representative (RPR) services*. Is the Prime firm required to have a person on site 24/7?

Answer: No, we require construction progress reports, verification of quantities, and construction oversight on federally funded construction projects. 24/7 presence is not required, periodical/routine inspection of progress is typical.

Question: Regarding Item #5 on Page 5: *Prepare changes orders and submit to Purchasing to formally execute in Commissioner's Court.* Is the Selected Prime consultant expected to prepare change orders for the project?

Answer: Yes. Typically, the Engineer performing construction oversight prepares change orders. Format of the change order is up to engineer.

Question: Regarding Form 1295, Item #6: Is the submitting firm (Prime) considered to be the interested party, and whose information is required in the section (name, DOB, etc.)?

Answer: The FORM 1295 submitted should be completed and signed by an authorized signatory representative with the Primary Consultant.

SIGMAENGINEER.

Innovative Solutions | Solid Designs

ORIGINAL

SIGMAENGINEERS
Innovative Solutions | Solid Designs

Dr. Sina Nejad, P.E., P.ENG.
President

4099 Calder Ave.
Beaumont, Texas 77706
409-898-1001
mail@sigmaengineers.com

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

June 29, 2021

Request for Statements of Qualification (RFQ 21-044/JW)
Professional Engineering Services for Rehabilitation of Main Terminal HVAC
at the Jack Brooks Regional Airport

You are invited to submit a statement of qualifications in accordance with (RFQ 21-044/JW) Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified Engineering Consulting Firms to provide: project administration services, design services, bidding services, construction oversight services, and other services that may be required for an HVAC Rehabilitation project for the Jack Brooks Regional Airport. This project is intended to be funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP)/CARES Act Grant to the Airport.

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

All submittals shall be evaluated by a Review/Selection Committee. The Review/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 (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, July 28, 2021. 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 Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport**
REQUEST NO:	**RFQ 21-044/JW**
DUE DATE/TIME:	**11:00 am CT, Wednesday, July 28, 2021**
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:
June 30 & July 7, 2021
Beaumont Enterprise and Port Arthur News:

July 1 ,2021
The Examiner

Request for Statements of Qualification (RFQ 21-044/JW)
Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport

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Section 1. Background Information, Introduction, and Purpose:

Background Information:

Jack Brooks Regional Airport, located in Jefferson County, serves an expanding regional population in excess of 500,000. Situated on 1,180 acres in the heart of Jefferson County, just minutes away from anywhere in the Beaumont, Port Arthur, and Orange geographic areas and only an hour away from Houston, TX and Lake Charles, LA.

Introduction:

Jefferson County is seeking interested firms to submit their qualifications to provide professional engineering services for the Rehabilitation of the Main Terminal HVAC at the Jack Brooks Regional Airport. It is intended that this project will be funded by the CARES Act Grant.

The professional engineering services for this project includes, but not limited to: design services, preparation of bid documents (plans, drawings and specifications), construction contract administration, and construction project management.

The County **highly** encourages Disadvantaged Business Enterprises (DBEs) to participate in the qualifications submission process for this project in order to help the airport meet the participation goal of **1.95%.**

Section 2. Scope of Work

Design Service Scope
BPT – Jack Brooks Regional Airport
Project: **Terminal HVAC Rehab**

The consultant will provide the required professional services to design the rehabilitation and replacement of equipment in the Main Terminal HVAC System at the Jack Brooks Regional Airport. This work will be performed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the Airport.

The selected firm is expected to demonstrate knowledge and proficiency of all FAA, State and Local standards and guidance, regardless if they are not listed exhaustively in this RFQ. Further, the selected firm is required to have experience with or in-house capabilities, or sub-consultant capabilities, in: Electrical Engineering, Estimating / Cost Analysis, International Building Codes, prevailing Architectural, Engineering and Specialty Disciplines necessary to complete the project as described below.

All work products developed by the selected firm will be subject to FAA and Jefferson County document review.

Consultant will provide cost effective alternatives and solutions to items listed below, longevity and maintenance are priority considerations. ADA compliance on all items not specifically identified.

All respondents will be allowed site visits to inspect the facilities. Respondents are to coordinate site visits with Airport Administration prior to visit. Specific questions regarding the scope are directed to Jefferson County Purchasing Department for full transparency and equitable dissemination of relevant information to all interested parties.

Main Terminal HVAC Rehab:

- Replacement of inoperable chiller
- Replacement of inoperable chilled water pump
- Replacement of corroded pipes, pipe insulation,
- Replacement of air handling units

Phase 1 – Project Administration

Consultant will serve as Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Consultant will attend meetings as necessary with local officials, state and federal agencies, and others regarding the scope of the proposed project, general design, functions, and impacts.

9. 100% Final Design
    a. Consultant will develop 100% final design plans, specifications, and engineer's reports and submit these to owner for review. Owner estimates review of the design submission will take 2 weeks. Consultant will then develop 100% Invitation for Bid (IFB) plans and specifications, that include all necessary provisions to meet 2 CFR 200, and relevant FAA and Federal guidelines.
    b. Develop Security Plan – contractors will have access to sensitive security areas, Consultant to coordinate security plan to meet Airport's ASP, ACM, and TSA and FAA security provisions.
    c. Obstruction Analysis – Consultant to file an OA due to use of hoists/cranes.
    d. Final design documents are to provide sufficient information and detail to illustrate, describe, and clearly delineate the design intent of the Consultant and enable all contractors to bid uniformly.
        i. Provide final estimate of probable construction costs and quantities and schedule for the project.
        ii. Incorporate specifications required in AC 150/5370-10 Standards for Specifying Construction of Airports, and any other FAA Advisory Circular relevant to the project.
        iii. Prepare project specifications and contract documents.

Phase 3 – Bidding Services

Consultant will assist the Owner with the County's bidding process for one prime contract for construction, materials, equipment, and services. Consultant will maintain a record for prospective bidders to whom Bidding Documents have been issued and attend pre-bid meeting(s). All advertising costs are paid by the Owner.

1. Assist Jefferson County Purchasing Department with advertising and interpretation of project requirements.
2. Attend Pre-Bid meeting(s) to provide clarity and answer technical questions.
    a. Issue addenda to the bid, as appropriate and necessary, to interpret, clarify, or expand the Bidding Documents.
3. Assist with bid-opening, if necessary and assist Jefferson County Purchasing Department in recommended of award for contractor selection based on received construction bids.
    a. Return bid bonds to the unsuccessful bidders.
4. Consultant will make recommendations and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by Bidding Documents and local, state and federal procurement guidelines.
5. Assist Purchasing Department with Notice of Award and Notice to Proceed.
    a. Solicit and review bonds, insurance certificates, construction schedules.

Consultant does not have to be present at bid opening. Consultant will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Consultant will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor, and FAA.

Consultant will coordinate with Owner to review and update DBE goals and make sure all available DBEs are contacted and included in bidding opportunities.

Project Deliverables:

- Construction Cost Estimate
- 60% Preliminary Design
- 100% Preliminary Design
- 100% Issued for Bid

Phase 4 – Construction Phase Services

During construction, the consultant will assist the Owner to monitor and document progress for quality and cost.

Activities Include:

1. Conduct pre-construction conference.
    a. Review sensitive aspects of the project (Security, Timelines, Federal Requirements during Construction, etc.)

Section 3. Minimum Respondent Qualifications

The County intends to negotiate an agreement with the firm selected through this competitive RFQ process to provide all, some, or none of the consultant technical services related to the project(s) described herein. Respondents may form a team with other firms to perform the required tasks. The best qualified firm will have a Consultant Project Manager as well as key technical leads, all who are best qualified to serve the Airport in a consistent and efficient manner. In addition, the best qualified firm will have evidenced in their approach, with supporting prior experience, an understanding that demonstrates the firm's ability to meet the Airport's specific needs for this solicitation and experience coordinating with key stakeholders.

All respondents to this request must:

- Be an experienced firm or team that can demonstrate having had a broad background and extensive experience in project design, bidding phase services, and construction project management.
- Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Consultant, shall be presumed to be unable to meet this requirement.
- Have an active registration status with no exclusion(s) with the System for Award Management (SAM).
- Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trial.

Section 4. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent 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. *Discussions and questions related to budgetary considerations are prohibited. Negotiation of the fee will commence after the selection process has finished.*

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

Section 6. Laws and Regulations

The Professional Engineering Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

This RFQ will follow guidelines set forth in FAA Advisory Circular 150/5100-14E (or current version) and 2 CFR 200, for the purpose pf selection engagement of architectural, engineering, and planning consultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c) Provide resumes of the proposed staff for this solicitation (limit 1 resume to 1 page, does not count against the maximum page limit)

4) **Project Approach**
   a) Provide an overview describing the general approach and methodology of conducting the general services identified in this RFQ. Please use this section to describe any services above and beyond previous identified projects that your firm believes are important and relevant to this project.
   b) Provide a project schedule illustrating the firm's approach and expected outcomes. Include any governmental review steps (Federal, State, Local, etc.)

5) **Identification of any pending debarment, litigation, convictions, or adverse court rulings of all officers, consultants, and employees, and any conflict disclosure.**
   a) Affirmation that commitments, current or potential, may impact the proposer's ability to perform.

6) **List of references, other than Jefferson County/Jack Brooks Regional Airport, who have contracted the type(s) of work that your firm is offering to perform. A reference form "*Vendor References*" is included in this package on Page 24.**

7) **Evidence of insurance.**

8) **Proof of Registration with the System for Award Management.** See Section 13 (Item E), Page 10.

Section 11. Additional Information

Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 12. 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 13. Terms and Conditions

A. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
B. 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.
C. The Engineering Individual/ 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.
D. No reports, information, or data given to or prepared by the Engineering Individual/Firm under contract shall be made available to any individual or organization by the Engineering Individual/Firm without the prior written approval of the County.
E. Vendor Registration: SAM (System for Award Management):
   a. Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM) with an "active" status. SAM is the official U.S. Government system that consolidated the capabilities of CCR/FedReq, ORCA, and EPLS. There is NO fee to register for this site.
   b. Entities may register at no cost directly to the SAM website at: https://www.sam.gov
   c. Respondents are required to submit proof of their SAM Registration with their response.

For the purposes of this RFQ, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Consultant must clearly state that they have no DBEs on their team, if applicable. If Consultant has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in response.

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

E. Copeland Anti-Kickback

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

F. Contract Workhours and Safety Standards Act Requirements

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

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.

procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

1. Checking SAM.gov to verify the firm's or individual's status;
2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Section 13, Paragraph E above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

J. Lobbying and Influencing Federal Employees

Source: 2 CFR § 200 Appendix II (J) 31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of $100,000 or more must certify 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 another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

If applicable, contractors ***must sign and submit*** to Jefferson County the "**Certification Regarding Lobbying**" Form included in this bid specification.

K. Procurement of Recovered Materials

Source: 2 CFR § 200 Appendix II (J) Solid Waste Disposal Act

40 CFR Part 247 2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds $10,000.

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.

Solicitation Clause:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: 1.95%

    b. Goals for female participation in each trade: 6.90%

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

N. Buy American Preferences

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

1. Applying the provision is not in the public interest;
2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1. Names and addresses of the DBE firms that will participate in the contract;
2. A description of the work each DBE firm will perform;
3. Percentage/dollar amount of the participation of each DBE firm listed under 1.
4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Contract Assurances

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 and the award and administration of Department of Transportation-assisted contracts. Failure by contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the owner deems appropriate, which may include but is not limited to:

1. Withholding monthly progress payments;
2. Accessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

Q. Distracted Driving

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding $3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

R. Compliance with Federal Law, Regulations, and Executive Orders

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

Section 16. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- **Firm's Capability to Provide the Services – 35%**
  - Capability to perform all or most aspects of the project.
- **Project Understanding and Approach – 10 %**
  - Project understanding and approach; must be able to demonstrate an understanding and familiarity of these types of projects and describe your approach to completing projects.
- **Comparable Projects – 10%**
  - Provide recent experience with comparable airport improvement projects.
- **Familiarity with FAA Regulations – 10%**
  - Provide examples and or experience in incorporating FAA Regulations and guidelines into similar projects.
- **Staff Qualifications – 10 %**
  - Key personnel, including subs, professional qualifications and experience and availability, and knowledge of FAA/Federally-Funded/CARES Act Grant funded project regulations, policies, and procedures.
- **Ability to Meet Timeline/Deadlines – 10%**
  - Demonstrated capability to deliver services in a timely manner.
- **DBE Goals & Good Faith Efforts – 15 %**
  - Ability to meet DBE goal of **1.95%** and documenting good faith efforts.
  - Must include what % of the project work DBEs will be responsible for.

Evaluation:

All submittals received will be evaluated and ranked upon the responsiveness to the RFQ. A minimum of two firms may be selected for further evaluation and requested to participate in a formal interview as part of the selection process. Alternatively, the most qualified firm or team may be selected directly following the evaluation.

Scope of Work/Fee Proposal:

Following the selection process, the County/Airport will enter into contract negotiations with the selected individual/firm. The County and individual/firm will meet to discuss the proposed services and scope of work. The firm will then be expected to prepare and submit a detailed breakdown proposal detailing hourly rates, markups, anticipated reimbursable expenses, direct salary costs, labor, general and administrative overhead, and profit data for the project. A cost analysis may be performed for each of these negotiations. Work will be performed under a lump sum basis or a not to exceed basis. If negotiations fail, either in scope of work or other contract items, the County will then enter into negotiations with the next highest qualified consultant.

Fees, rates, and other monetary considerations are not to be discussed during the Qualification process.

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Respondent: Complete & Return this Form with Qualifications Submission.

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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5) If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6) Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7) Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8) Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; 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

House Bill 89 Verification

I, _____, the undersigned representative of (company or business name)_____ (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

_____
Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

_____
Notary Signature

_____
Date

<u>Respondent</u>: Complete & Return this Form With Response Submission.

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.

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

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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July 28, 2021

Ms. Deborah L. Clark
Purchasing Agent
Jefferson County, Texas
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

RE: Request for Qualifications for Professional Engineering Services HVAC (RFQ 21-044/JW)

Dear Ms. Clark,

Enclosed please find five sets of our completed proposal of qualifications. Sigma Engineers, Inc., is a local engineering and architectural firm established 28 years ago with a plethora of experience working with municipalities like the County as well as with renovations, rehabilitation, and repairs.

Our firm has previously designed the HVAC System for the identical second half of the Jack Brooks Terminal. We also were the construction administrators for the renovation of the Current Jack Brooks terminal where we supervised the procurement, installation, and commissioning, and balancing of all the HVAC units at the terminal. So our designated design team has documented, exceptional and personal knowledge of this project.

Our firm has always been dedicated to the safety of our team, our clients, and the public. We specialize in projects involving local, state, or federal funding and assisting our clients through these complex processes.

Please do not hesitate to contact any of our past or current clients, as they will serve as our best references.

All of us at Sigma Engineers are looking forward to the opportunity to work with Jefferson County and the Jack Brooks Airport.

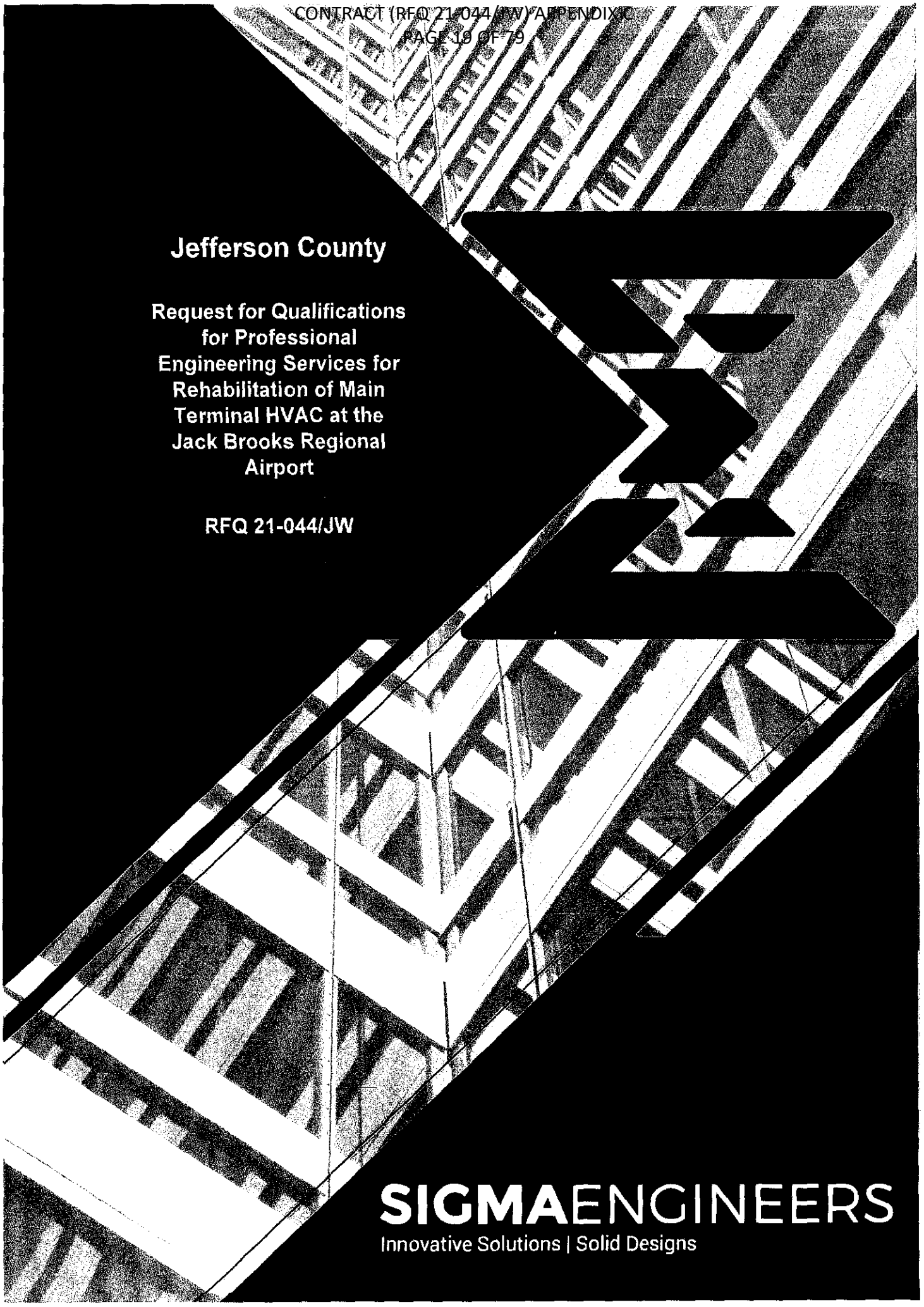
Sincerely,
Sigma Engineers, Inc.

Dr. Sina Nejad, P. E., P. Eng.
President
skn@sigmaengineers.com

Jefferson County

Request for Qualifications for Professional Engineering Services for Rehabilitation of Main Terminal HVAC at the Jack Brooks Regional Airport

RFQ 21-044/JW



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SECTION I: COMPANY INFORMATION

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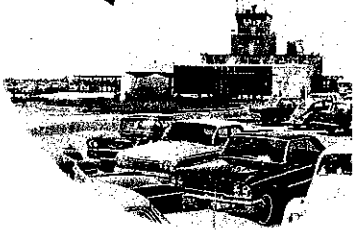


Section 1: Company Information

a) Business name: Sigma Engineers, Inc.

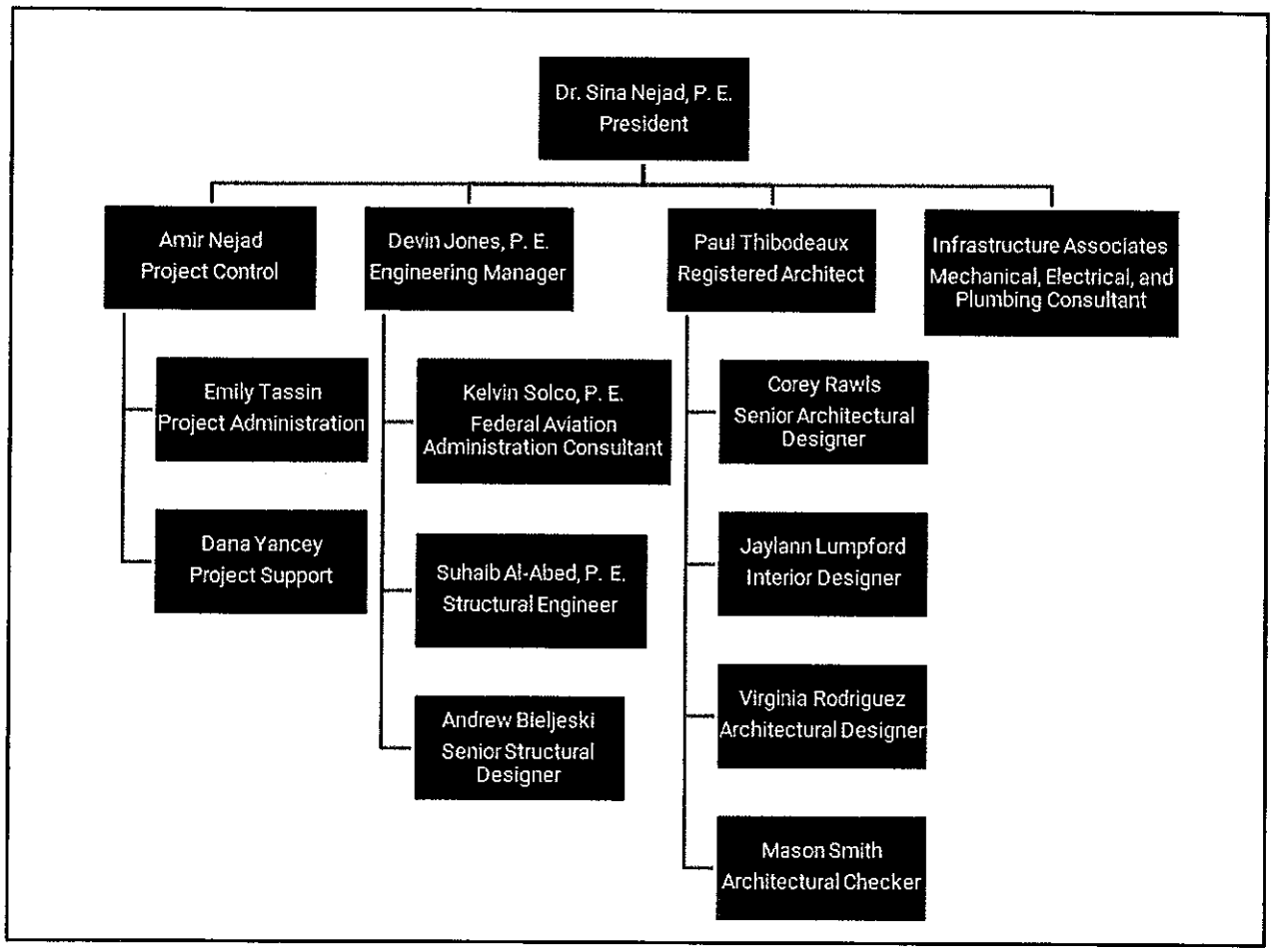
i) Federal tax ID number: 760394662

ii) Local address, telephone, and email: 4099 Calder Avenue, Beaumont, TX 77706
409-898-1001
mail@sigmaengineers.com

iii) Business type: Corporation

iv) Controlling or financial interest with any other lines of business: None

b) Organization chart: Representing staff members and consultants assigned to this project.



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c) Statement demonstrating the capacity to perform services:

This year, Sigma Engineers is celebrating its twenty-eighth year of partnering with our local municipalities and governmental clients. We are a multi-disciplined, full-service architectural and engineering firm. We established ourselves in 1993 to aid the overwhelming demand for engineers and architects that work under one roof with practical experience, safety, and economic design in mind. Our company has grown to become a leading design firm throughout the state of Texas. We have become so fortunate to have the discipline and stringent standards required to work for municipal clients like the Cities of Beaumont, Port Arthur, Port Neches, both ports of Beaumont and Port Arthur, and various national refining and petrochemical companies.

Our team members have a tenure of over twenty-five years and their abilities and experience make us a unique firm. We maintain a full-service design talent encompassing all architectural, landscaping, interior design, civil engineering, structural engineering, mechanical engineering, electrical, and plumbing needs.

Sigma Engineers has previously designed the replacements for the units of the terminal building. We have all the measurements, drawings, and sizes that will make us extremely efficient in producing the documents.

d) Authorized personnel: Dr. Sina Nejad, P. E., P. Eng.
409-898-1001
mail@sigmaengineers.com

Enclosed are a set of the previously designed units that are identical to both sides of the existing building:

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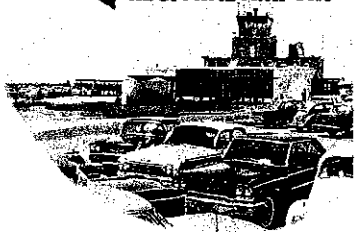

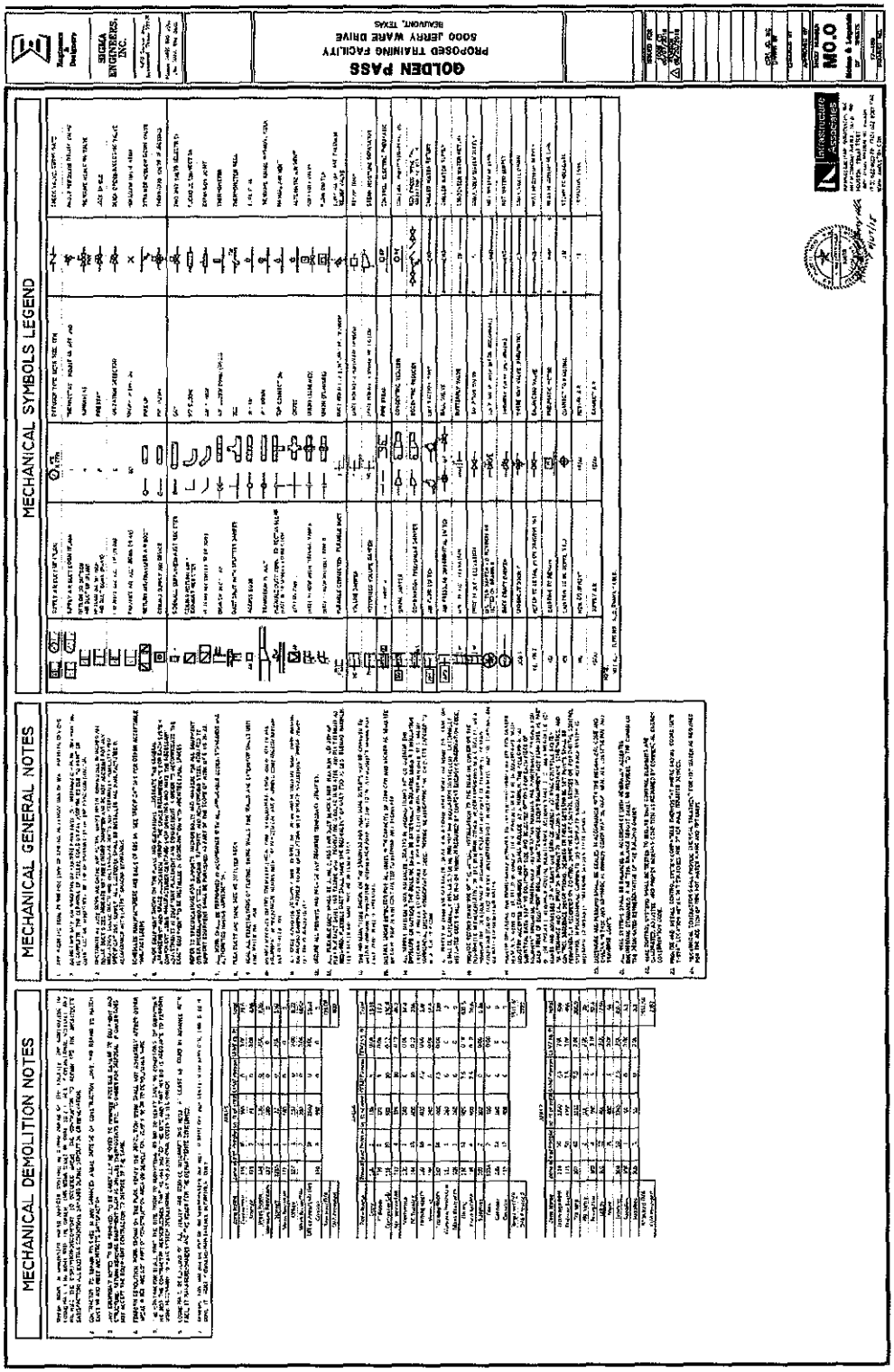

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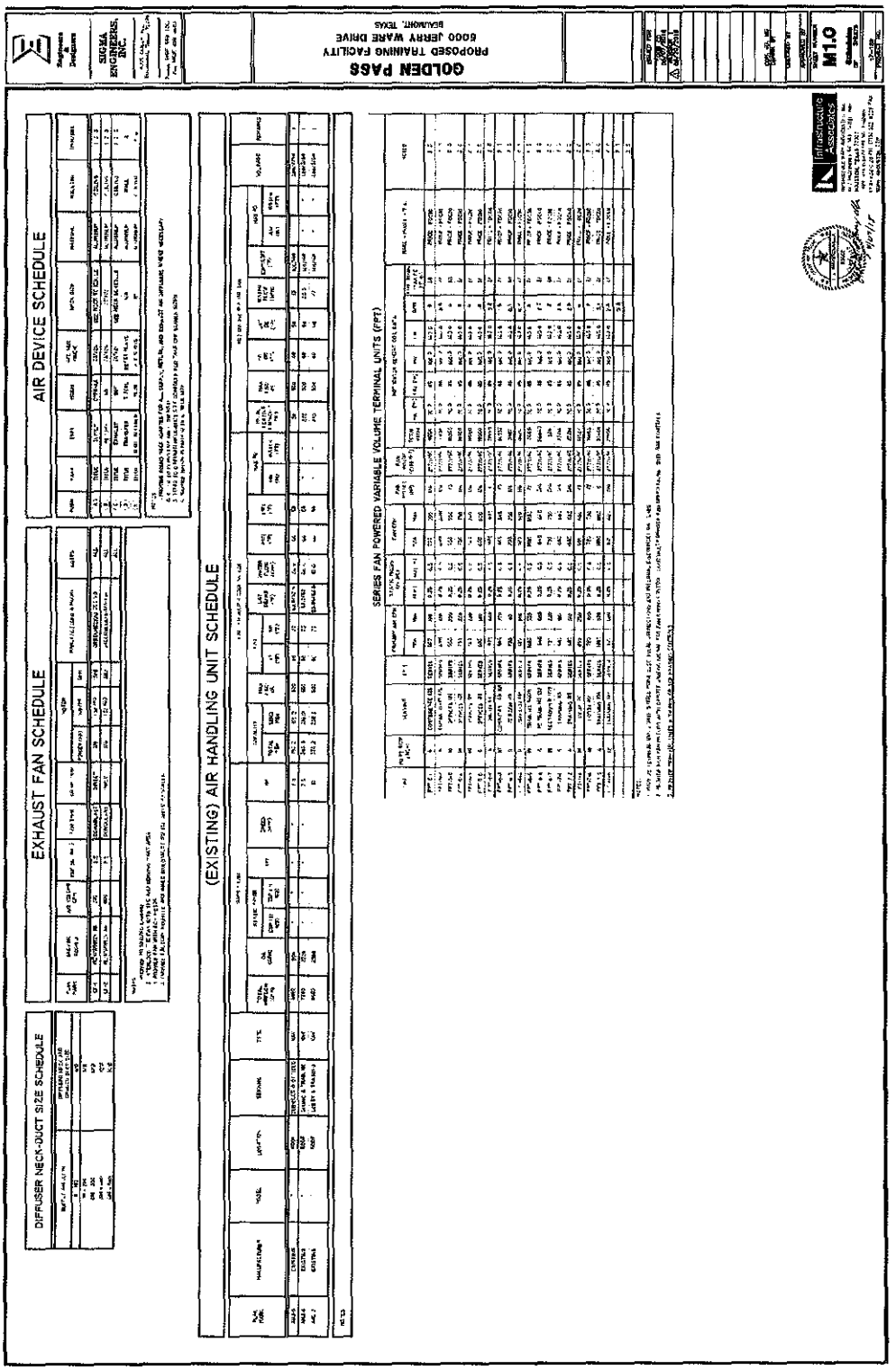

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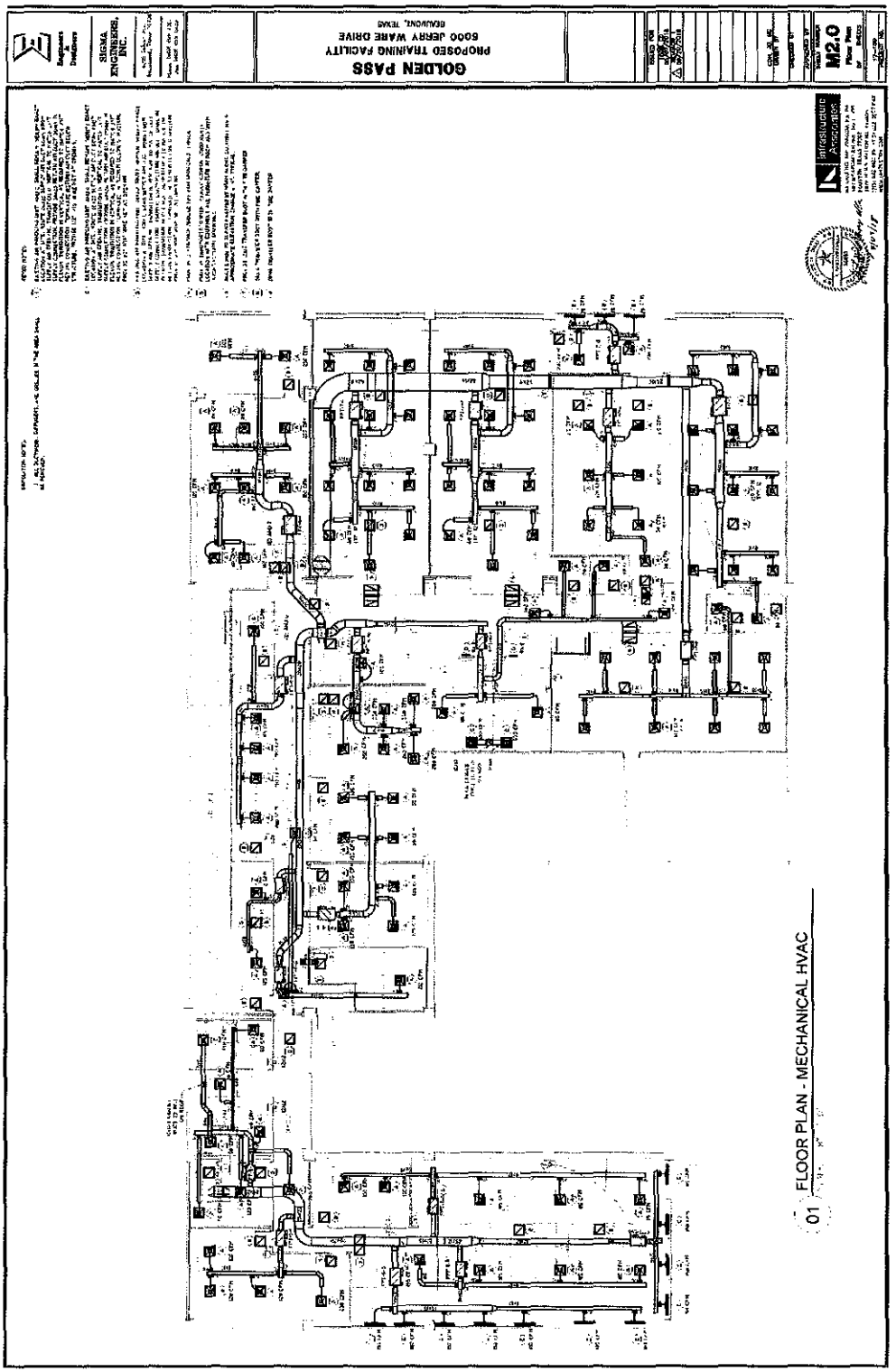

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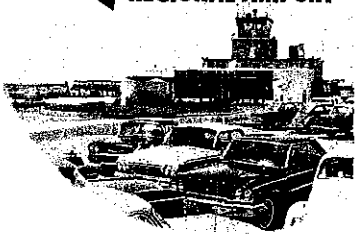

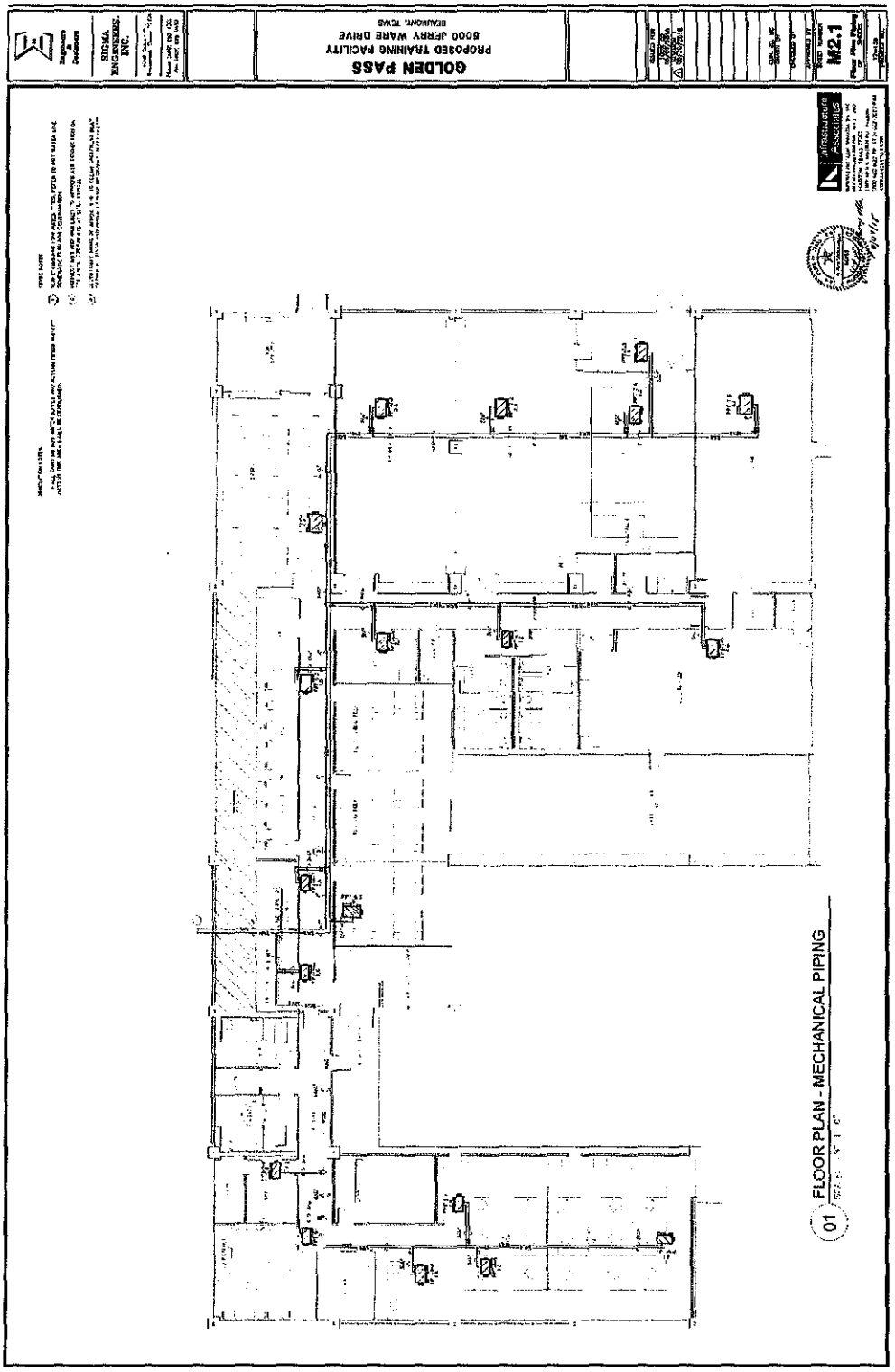

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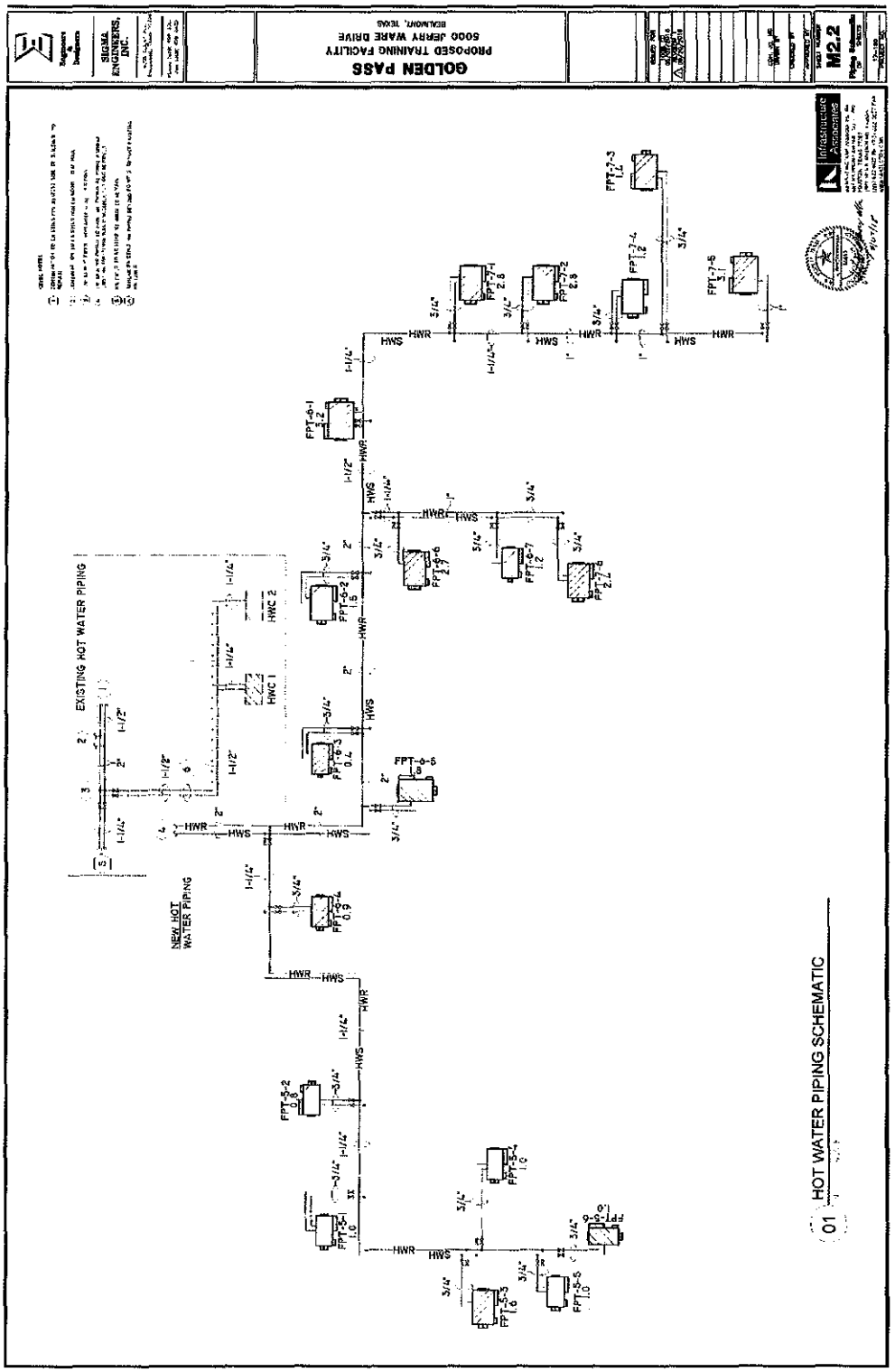

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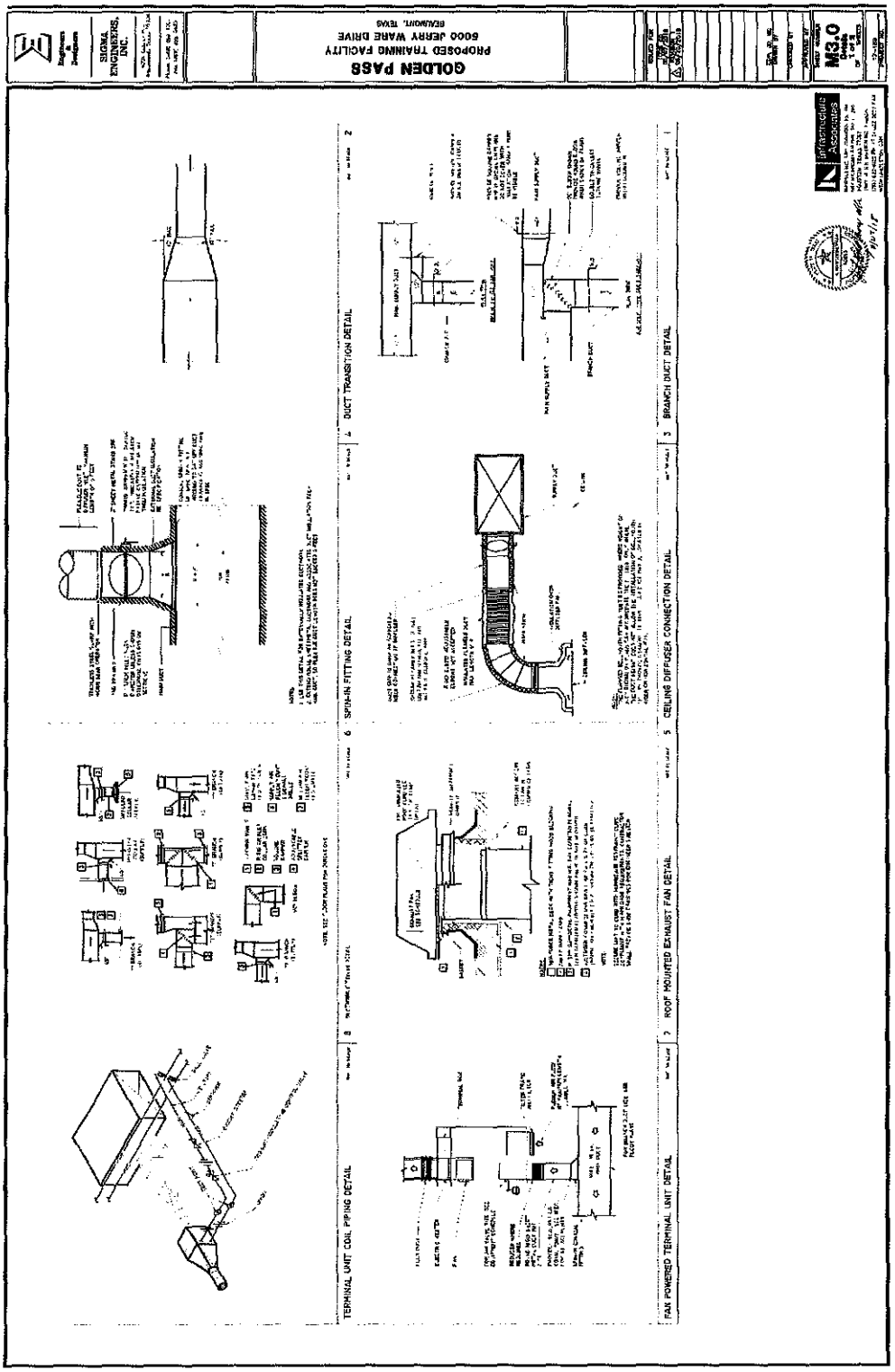

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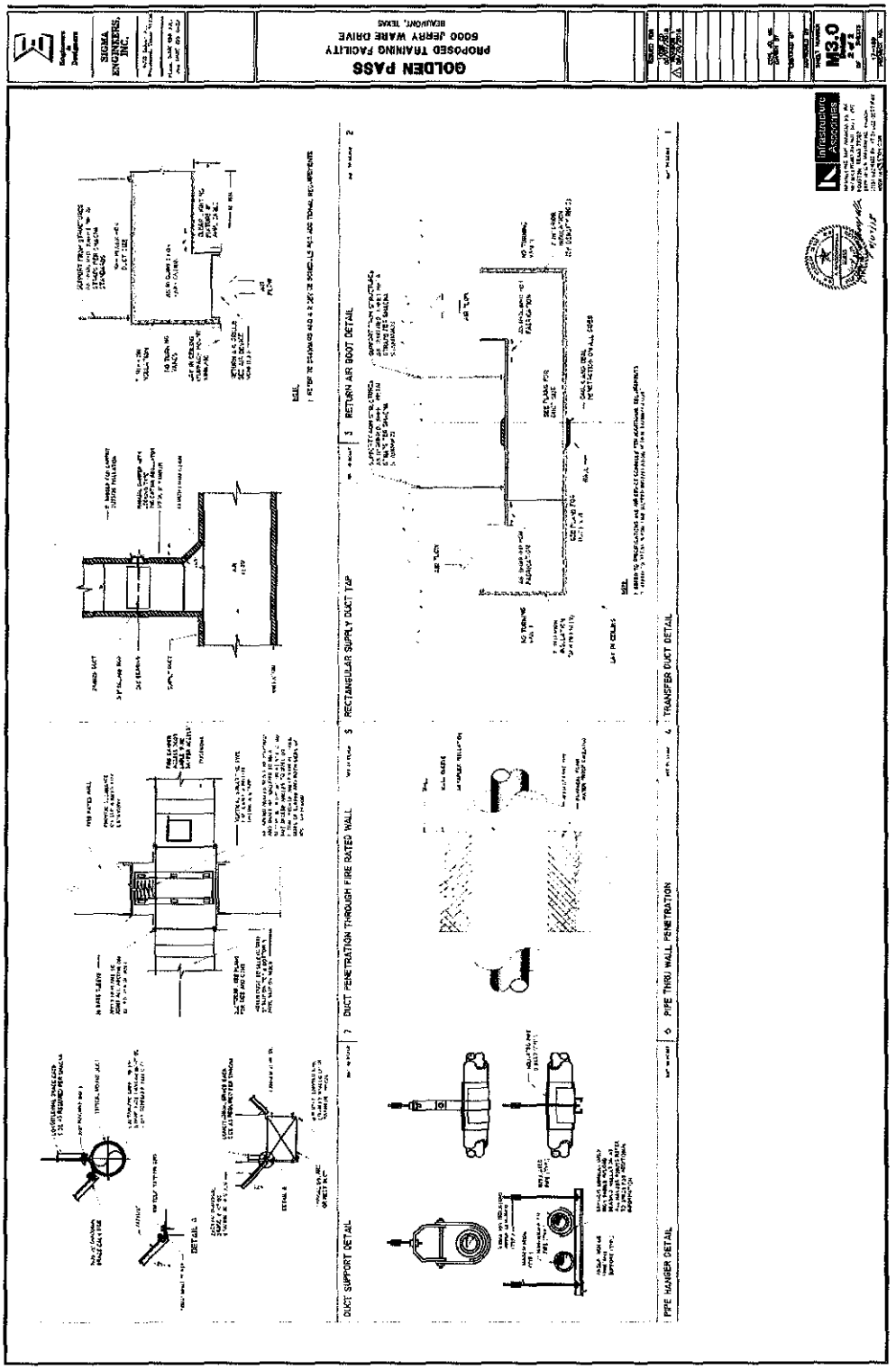

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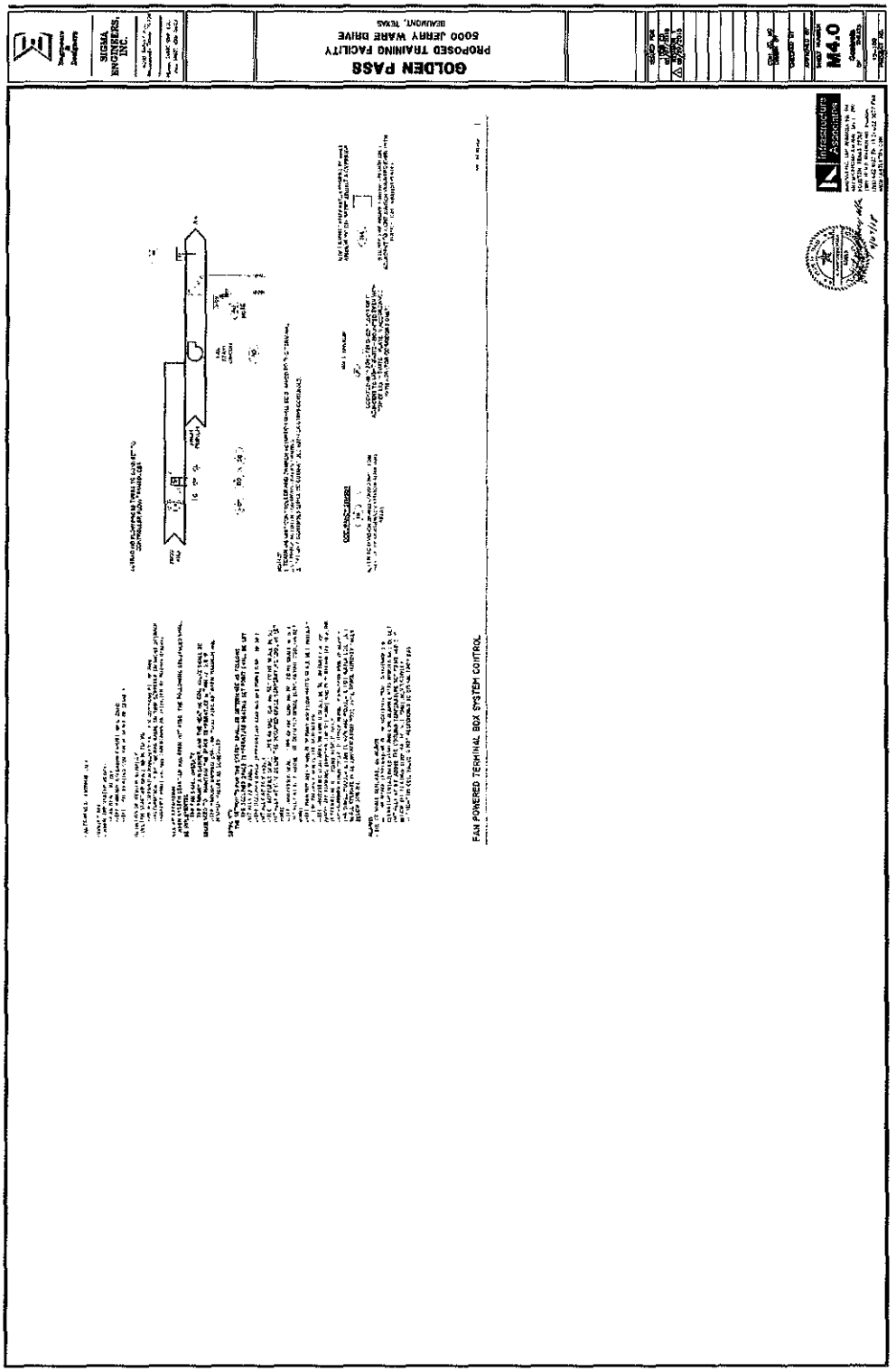

SECTION II: EXPERIENCE AND EXPERTISE OF THE PRIME CONSULTANT AND SUB CONSULTANT

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Section 2: Experience and Expertise of the Prime Consultant and Subconsultants

a) Brief introduction of subconsultants if any:

Rahim Tazeh, P.E.

Mr. Rahim Tazeh, P.E. of Infrastructure Associates, is a special HVAC engineer with experience in the design of HVAC systems for large spaces and gathering areas. He is a registered professional engineer in the State of Texas and is well known in the HVAC community. Mr. Tazeh as a part of his previous engagement with Sigma Engineers has already designed the HVAC units for the Jack Brooks Terminal.

Kelvin Solco, P.E.

Kelvin L. Solco, P. E., MBA, of The Solco Group, LLC, is a highly qualified aviation administration consultant with extensive experience in aviation and transportation design standards, terminal building planning, DOT/FAA regulations, orders, and advisory circulars including the Airport Improvement Program (AIP). Mr. Solco's resume can be found after the resumes of Sigma Engineers' staff.

b) DBE participation statement:

i) Identify if any subconsultants are DBE's or minority businesses:	Mr. Kelvin Solco, P. E., is representing his DBE business: The Solco Group, LLC. Mr. Rahim Tazeh, P.E., is representing Infrastructures Associates, Inc., a minority and DEB business.

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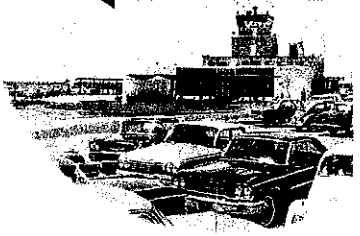


ii) Firm's experience working with subconsultant:

As required by the blank we will be utilizing Mr. Solco as our FAA consultant.

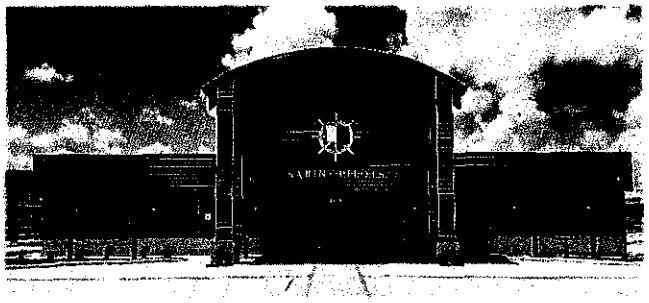
Sigma and Infrastructure have a long-term business relationship and have collaborated on numerous projects successfully in the past. We are confident in their expertise.

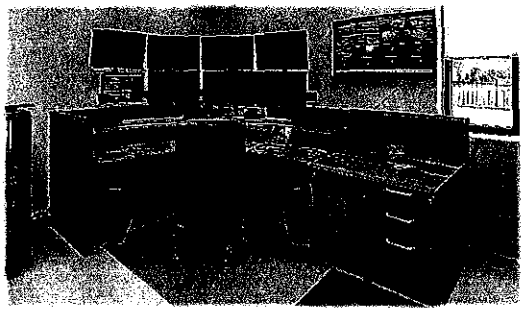
iii) Statement signed by subconsultant that they will perform services as required:

Please see the signature page for signatures from our consultants.

c) Description of similar work performed in the last five (5) years:

Sabine Pilots Office Building, Port Arthur, Texas





Sigma performed the required architectural, structural, civil, and MEP design for the construction of a new Administration Building. The building consists of offices, a break room, bedrooms, map room, board room, conference rooms, and other ancillary spaces. A helipad was added to the project during construction. We evaluated the existing site conditions and provided a master plan for the site and possible future additions. We were involved from the schematic design to the development of design, to construction documents, bidding, and negotiations, and construction administration.

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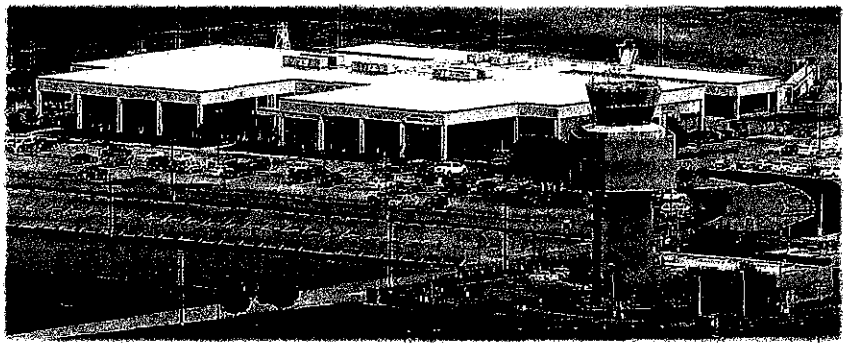
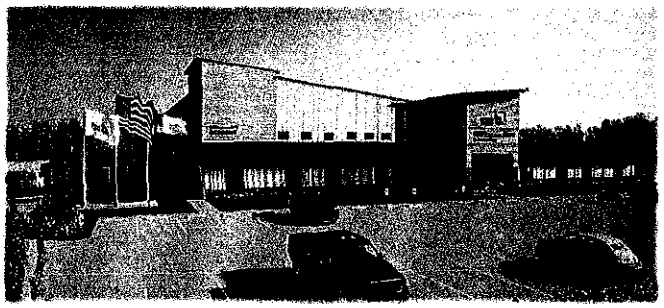
Southeast Texas Regional Airport (SETRA) Jack Brooks Main Terminal Renovation



Sigma was commissioned by Jefferson County to act as an agent to provide construction administration. The project for the Jack Brooks Terminal consisted of interior and exterior renovations of portions of the existing building. The project essentially reduced the usable original space to one-half and created the TSA checkpoint, new airline counters, baggage claim waiting and departure hall, and vending areas. Sigma's involvement saved hundreds of thousands of dollars in fees and numerous savings in construction. Under our management, the project was completed safely and without any delays.

Standard Alloys Administration Building & Machine Shop, Port Arthur, Texas



This project consisted of the architectural design for the construction of an administration building and a machine shop. The administration building is approximately 75,000 square feet. The building contained different departments including conference rooms, restrooms, breakrooms, copy and reproduction, and executive areas and offices. The building houses several different activities such as machining, manufacturing, welding, testing, and material storage. Our firm performed many A/E services, including pre-development, civil engineering, site design, interior design, mechanical design, and MEP design. Additionally, our team was responsible for construction documents and construction administration throughout the project.

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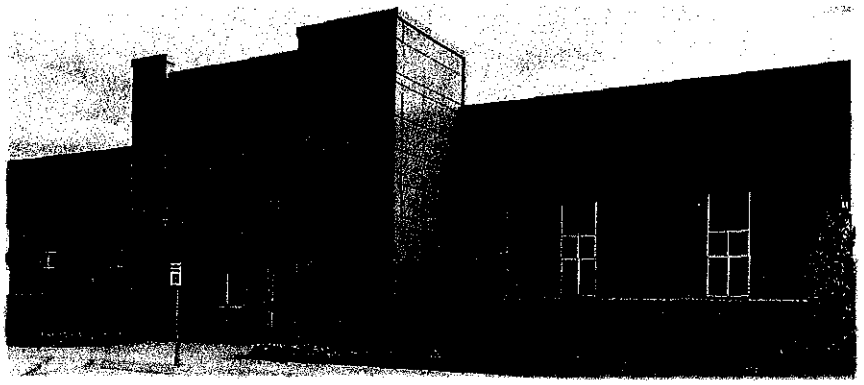
MMR Administration Office, Beaumont, Texas



Sigma performed a variety of services during the planning and construction of the MMR administration office. These services included: architectural programming, design, and code verification, interior design, civil engineering, and site planning services, structural engineering and foundation design, ADA design, and windstorm engineering and inspection services. The building was made with pre-engineered metal with an aluminum composite panel veneer. A lobby, offices, conference rooms, and break rooms were also requirements for the building.

d) Describe reasons why the firm is uniquely qualified:

Unlike most firms, Sigma has engineers and architects under one roof. Where firms may have to employ outside engineers or architects for additional help, our team works collaboratively in-house to enhance efficiency and eliminate errors, common hang-ups, and streamline design processes.

e) List of applicable licenses and intent on obtaining licenses that may be required:

Our firm currently holds all applicable licensing to perform engineering and architectural services, certifications, and inspections within the State of Texas. If any additional licensing is required to complete the scope of work, our firm will take the necessary steps to see the project activity is completed with attention to value and quality.

SECTION III: PERSONNEL AND TEAM ORGANIZATION

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Section 3: Personnel and Team Organization

a) Confirmation that the firm has experienced and qualified staff capable of performing services described in RFQ:

All Sigma Engineers' team members are degreed professionals in their fields. Most of our team have a tenure of over ten years with us. None of our engineers and architects have been debarred or performed unsatisfactory or unsafe work. We provide additional education for our staff to stay up to date with technological advancements, project software, and revisions to codes and standards.

b) Experience of principal individuals, years in service, and specific roles in similar projects:

Dr. Sina Nejad, P. E., P. Eng., has over 43 years providing engineering and architectural services. He has acted as principal engineer, principal architect, project manager, and construction manager for numerous projects.

Devin Jones, P. E., has provided engineering services for 15 years. His main work is in the structural and civil engineering project phases.

Corey Rawls has provided architectural and project management services for 28 years. His major roles involve architectural and preliminary design and project administration.

Suhaib Al-Abed, P. E., has provided engineering services for three years. He mainly works in structural design and calculations, reports and documentation, and structural engineering.

All our team members have extensive experience in municipal, industrial, institutional, and commercial clientele.

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c) Provide resumes of proposed staff

DR. SINA NEJAD, P. E., P. ENG.

PRESIDENT & PRINCIPAL ENGINEER

Dr. Sina Nejad of Beaumont, Texas, is the founder and president of Sigma Engineers, Inc. He received his bachelor, master, and doctoral degrees in engineering from Lamar University. He is a registered structural and architectural professional engineer licensed to practice engineering in Texas and Provinces of Alberta and British Columbia, Canada. Dr. Nejad is among a select group of only twenty engineers in Texas allowed to practice architecture by the Texas Board of Architectural Engineers.

Dr. Nejad has vast experience in the design and construction of structures for municipal use. He continuously performs modular building designs, inspections, and installation certifications. With years of civil, structural engineering, and architectural work behind him, Dr. Nejad has the knowledge and skills to create excellent designs and provide project management and inspections to all types of structures.

EDUCATION

Doctor of Engineering, M.S. in Engineering, B.S. in Engineering - Lamar University, Beaumont, Texas

Associates of Applied Science – Seminole State College, Seminole, Oklahoma

WORK EXPERIENCE

- A pioneer in the design of single-span protective covers over existing buildings (cocooning) to resist blast loads. He has been the recipient of several accommodations and awards from various clients such as E.I. DuPont Company

- Appointed by Texas Governor to serve on the Texas Board of Professional Engineers in 2013. Reappointed by Texas Governor to Chair and the presiding officer of the Texas Board of Professional Engineers and Surveyors in 2020

- Founding member of the American Society of Structural Engineers

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RAHIM TAZEH, P. E., LEED, A. P.

PRICINPLE-IN-CHARGE

SENIOR ELECTRICAL ENGINEER

Rahim has over 40 years of progressive professional experience in the fields of project management, engineering, and design of MEP systems. As managing principal of Infrastructure Associates, Rahim oversees the firm operation and maintains client relationships, while also serving as a mentor to members of the design and engineering team. He has managed and brought value to a multitude of projects with expertise in existing system analysis, planning, troubleshooting, controls system design, retrofit systems, and design and engineering of new facilities. Rahim has experience in almost every industry of MEP engineering and is often called upon as a technical resource by clients and owners during project planning and budget development.

EDUCATION

Bachelor of Science in Electrical Engineering, Lamar University, 1981

WORK EXPERIENCE BY PROJECT

- Jefferson County Jack Brooks Terminal
- Standard Alloys, Port Arthur, Texas
- Bob Hope High School Port Arthur, TX
- City of Houston, Traffic Operations Facility – Houston, TX
- UPS San Antonio Distribution Center – San Antonio, TX
- City of Houston Ardmore Truck Maintenance Facility – Houston, Texas
- Harris County Toll Road Authority West Side Service Call Center
- University of Houston Welcome Center and Retail + Office Space
- City of Houston New Southwest Multi-Service Center
- City of Houston South Post Oak Multi-Service Center

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DEVIN JONES, P. E.

ENGINEERING MANAGER

Mr. Devin Jones joined Sigma Engineers in 2006 after graduating with his bachelor's degree from Lamar University in Beaumont, Texas. He continued his education and obtained his master's degree in engineering while employed. Currently, Mr. Jones manages the structural design department and is extensively experienced in the design of buildings in high wind regions.

Mr. Jones has expert knowledge in the design of facilities and structures for municipal purposes and has completed designs for both extreme pressure and blasts for refineries and industrial clients. He is a registered Professional Engineer in Texas, currently classified as a structural and architectural engineer. He also is currently a registered civil engineer in Louisiana, Colorado, Tennessee, and Maine.

EDUCATION

Bachelor of Science in Civil Engineering, Master of Engineer Science - Lamar University, Beaumont, Texas

Doctoral Candidate in Structural Engineering – Lamar University, Beaumont, Texas, 2021

WORK EXPERIENCE

- Experience in the structural engineering of buildings, and the structural design of steel, concrete, masonry, wood
- Design for remediation of failed structural systems.
- Design of blast-resistant, precast buildings
- Use of dynamic analysis
- Well-versed in Revit, Visual Analysis, 3DMax, and SBEDS

RESPONSIBILITIES

- Engineering studies/calculations
- Structural design and analysis
- Building design and layout
- Review of a project for OSHA and ADA

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COREY J. RAWLS

SENIOR ARCHITECTURAL DESIGNER

Mr. Corey Rawls has over 25 years of experience in all aspects of architectural design for commercial, industrial, and residential structures. This includes new construction, renovations, and structural remediation projects. He has knowledge of IBC and ADA regulations and is adept in other disciplines that assist in providing early identification of potential conflicts.

Mr. Rawls is an Autodesk Certified Professional, possessing expert-level skills in the tools and software used to solve complex design challenges. Furthermore, he is a valuable member of our team and is as dependable as he is motivated.

EDUCATION

Associates of Applied Science in Computer-Aided Drafting Technology - ITT Technical Institute and Texas Accessibility Academy

RESPONSIBILITIES

- Project management
- Review of project submittals and shop drawings
- Managing scheduling throughout the different phases of a project
- Preparation of drawings and specifications from schematic designs to construction documents
- Interaction with the client throughout the design process to guide feasibility and economic aspects of the design
- Perform field inspections as client's liaison to verify compliance with the contract documents

COMMUNITY INVOLVEMENT

- Anayat House - Volunteer
- Woodville Rotary Club – Volunteer
- Woodville Chamber of Commerce - Member

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SUHAIB AL-ABED, P. E.

STRUCTURAL ENGINEER

Mr. Suhaib Al-Abed joined Sigma Engineers after graduating with his M.S. in Civil Engineering. He is proficient with PROKON, ETABS, Revit, visual analysis, and many other programs required to create accurate structures of the models and designs. Mr. Al-Abed is well-versed in different codes and standards, such as ACI, AISC, and ASTM. Additionally, he is a certified windstorm inspector and the leader of our inspection team. He has invaluable experience with industrial, municipal, and residential structures, with the ability to find the best solutions for repairs and renovations. We are grateful to have such an experienced and educated member of the Sigma Engineers team.

EDUCATION

Bachelor of Science in Civil Engineering - Mutah University, Karak, Jordan

Master of Science in Civil Engineering - Lamar University, Beaumont, Texas

WORK EXPERIENCE

- On-site field inspection of the quality of materials and previously performed work
- Responsible for reviewing final design drawings, identifying design flaws, and providing recommendations
- Created 3D structural designs and calculations for foundations, columns, beams, and slabs
- Developed a magnetic concrete and evaluated its permeability

RESPONSIBILITIES

- Perform design documents from the schematic stage to final construction
- Make presentations to the owner of the structural system
- Review production activities, quality control, and field activities as necessary
- Check accuracy of drawings prepared in-house by the project design
- Review, correct, and approve shop designs
- Provide project management on projects as necessary

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ANDREW BIELJESKI

SENIOR STRUCTURAL DESIGNER

Mr. Andrew Bieljeski has over 36 years of experience with AutoCAD and Revit Structure. He is skilled in all areas of structural and architectural design with the ability to take a project from the schematic design phase and see it through construction to the final walkthrough.

EDUCATION

Associates of Applied Science in Drafting Technology, Honor Graduate 1983 - Lamar University, Beaumont, Texas

WORK EXPERIENCE / RESPONSIBILITIES

Project Manager

- Serves as project manager for various industrial, commercial, and institutional projects
- Responsible for producing contract documents, drawings, specifications, and coordination of all team members, including architects, engineers, and other consultants from various disciplines
- Responsible for checking project submittals and shop drawings
- Managing field inspectors to assure construction compliance with contract documents

Senior Civil / Structural Designer

- Produce complete structural drawings and specifications
- Accountable for performing inspections to assess the structural integrity of existing structures or foundations to determine the cause of failure and present solutions and cost feasibility of repairs
- In charge of preparing structural drawings under the supervision of the engineer
- Authorized to check structural shop drawing submittals for compliance with design drawings

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MASON SMITH

DESIGN – ARCHITECTURAL CHECKER

Mr. Mason Smith joined Sigma Engineers with comprehensive experience and an admirable work ethic. Mr. Smith works alongside other engineers, structural designers, and architects in formulating the designs of buildings, structures, and other projects. He plans on graduating from Lamar University with an improved and expanded skill set. While on the Sigma Engineers' team, Mr. Smith has gained valuable knowledge working alongside our experienced professionals.

EDUCATION

Associates in Computer Drafting - Lamar Institute of Technology, Beaumont, Texas

Bachelor of Science in Civil Engineering - Lamar University, Beaumont, Texas, 2020-

WORK EXPERIENCE

- Worked under the supervision of leading architects and engineers in large-scale projects
- Successfully assisted in projects for commercial and industrial clientele
- Educational background includes engineering technology and architectural design analysis

RESPONSIBILITIES

- Incorporate artistic design methods to form fresh looks for an industrial and commercial project
- Compiling information and data to create construction drawings
- Determining if engineering calculations and other design information meet all the requirements
- Navigating AutoCAD programs and assisting other designers in the visual product of each project

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PAUL THIBODEAUX

REGISTERED ARCHITECT, TX #16929

Mr. Paul Thibodeaux has over three decades of experience in architectural design, master planning, cost estimation, and project management. He is a member of the Society of Texas Architects. Additionally, he served as the 2009 President of the Southeast Texas Chapter of the American Institute of Architects. Mr. Thibodeaux is a Vietnam veteran, and his designs have led to some of the most prominent buildings in the Southeast Texas area.

EDUCATION/LICENSES

Studied at Lamar University, Beaumont, Texas

Texas State Licensed Architect

WORK EXPERIENCE

- 30 years of technical drawing experience
- Well-versed in programs such as AutoCAD and Revit
- Familiar with building codes and regulatory standards
- Incredible grasp of layouts and building schematics
- Skillfully finds and corrects design issues before implementation

RESPONSIBILITIES

- Responsible for construction details and designs for projects while utilizing various delivery methods, successfully meeting all budgets and schedules
- Provides complete project management from client contact and business development, through project programming, design, preparation of construction documents, bidding phase, and on-site construction observation
- Responsible for leading and coordinating a functional design team, maintaining a goal-oriented environment while facilitating peer-review and creative thinking

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JAYLANN LUMPFORD

DESIGN- INTERIOR DESIGNER

Ms. Jaylann Lumpford has seven years of design experience and is responsible for the interior design sector at Sigma Engineers. She has a wealth of knowledge in working on large projects and is capable of managing a project from start to finish. Ms. Lumpford's work has been the foundation of some of the finest interiors in many of our local petrochemical refineries. She most recently completed a state-of-the-art conference room for ExxonMobil. She specializes in projects that have strict timelines with quick turnarounds. She graduated top of her class with Honors from the Art Institute of Houston.

EDUCATION

Bachelor of Fine Arts in Interior Design - The Art Institute of Houston, Honor Graduate, Houston, Texas

WORK EXPERIENCE

- Creating 3D and fly-through renderings for commercial and industrial projects
- Higher education instructional assistant in rendering programs
- Presentations to owner
- Interior design for multi-million-dollar projects

RESPONSIBILITIES

- Interior design & space planning
- Artistic conceptual digital renderings
- Assembly of project and proposal presentations
- Interior design consultations with clients
- Furniture and finish procurement
- Project material budgeting

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JACK BROOKS REGIONAL AIRPORT

KELVIN L. SOLCO, P. E.

PRESIDENT & CEO OF THE SOLCO GROUP, LLC.

SPECIAL FEDERAL AVIATION ADMINISTRATION CONSULTANT

Kelvin L. Solco, P.E., MBA has over 39 years of aviation experience. Kelvin's expertise includes familiarization with aviation and transportation design standards, terminal building planning, DOT/FAA regulations, orders, and advisory circulars including the Airport Improvement Program (AIP). Kelvin also provides airport layout plan reviews, project eligibility suggestions, airport compliance research, airfield inspection recommendations, independent fee estimate (IFE) evaluations. Kelvin is a retired DOT/FAA senior executive.

EDUCATION

Master's in Business Administration - LeTourneau University, 2001

Bachelor of Science in Civil Engineering - Prairie View A&M University, 1984

WORK EXPERIENCE

- **Jack Brooks Regional Airport – Beaumont / Port Arthur, Texas** - Prepared an Independent Fee Estimate and analysis for the BPT Taxiway Alpha realignment. Reviewed airport documents and FAA guidance and made recommendations to the airport manager. Estimated the number of hours and fees necessary for the design and bidding activities for the Taxiway A project. Provide documentation to be used for FAA submittals.

- **New Orleans Lakefront Airport – Runway 9/27 decommissioning design –** Prepared the preliminary engineering report, construction safety phasing plan, and preliminary design for the runway decommissioning ad reclassification project. This includes providing FAA coordination at the local, regional, and national levels.

- **Transportation Research Board – Airport Cooperative Research Program Construction Safety Phasing Plans (ACRP 08-03)** – Researcher and subject expert for construction safety and phasing projects on airports. Conducted research on best practices, tools, and lessons learned for developing effective construction safety and phasing plans. Reviewed the US and international safety orders, directives, and regulations concerning construction safety. Coordinated, scheduled, and interviewed FAA engineers and safety inspectors in all nine (9) FAA regional offices.

SECTION IV: PROJECT APPROACH

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Section 4: Personnel and Team Organization

a) Provide overview describing general approach and methodology for conducting services described in RFQ:

Sigma Engineers intends on maintaining our presence during all phases of the project, from preliminary to close-out. We will perform, but are not limited to, the following as required:

- Organize and host meetings and correspond with all project affiliated parties, including the Airport, Jefferson County, Contractors, and Consultants
- Generate and evaluate possible alternatives to capitalize on the longevity of the product
- Perform site visits to identify issues to be remediated via design
- Develop Safety Plans and protocols for handling hazardous materials
- Assist Jefferson County and the Airport with bidding activities
- Vet the contractor and any consultants for the highest qualifications
- Prioritize time-sensitive project activities at the beginning of construction
- Organize and host progress meetings
- Manage change order requests
- Provide document control services for reports, requests, permits, etc.
- Create a recommended release of retainage

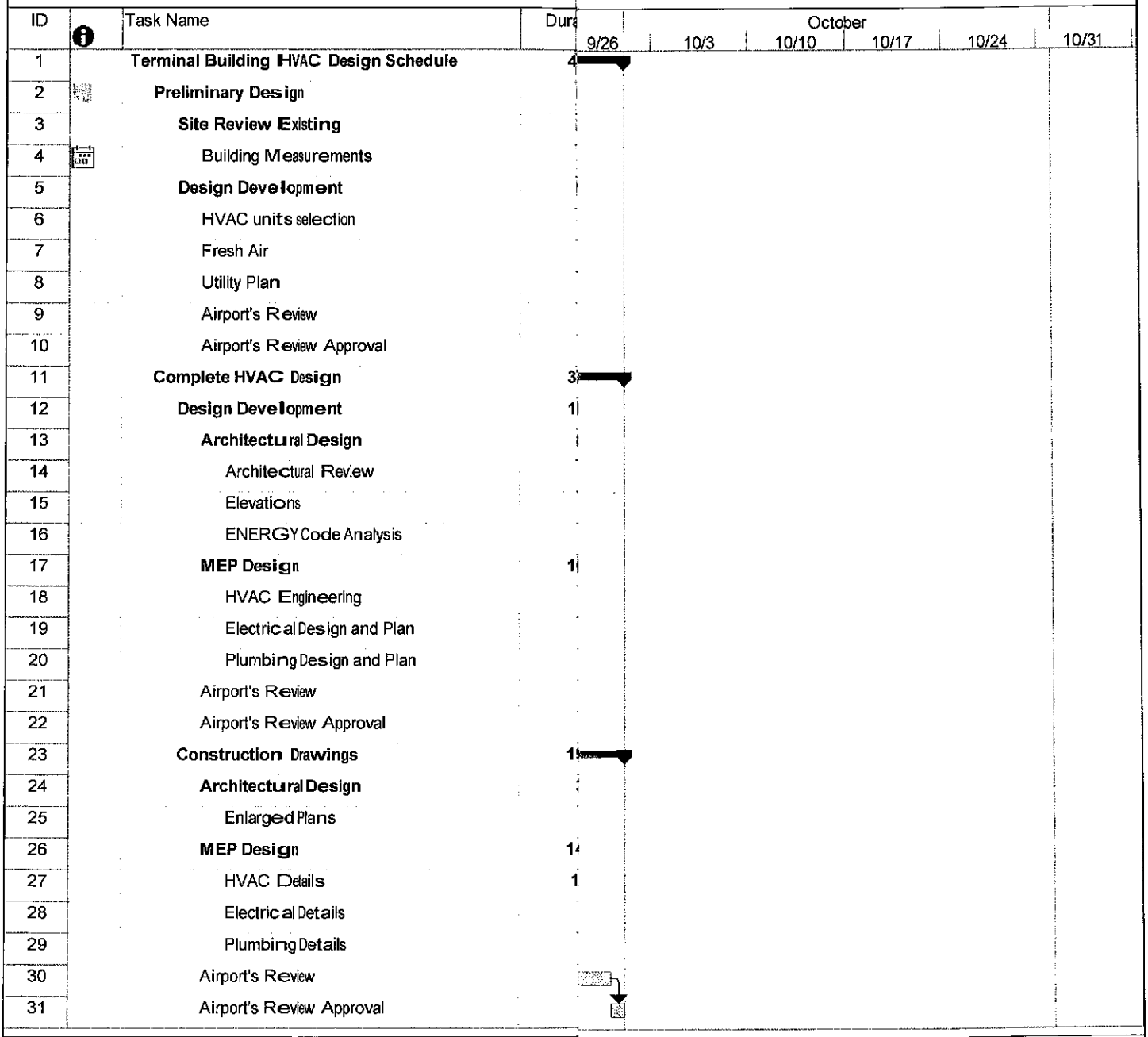
Unique Project Attributes

HVAC Engineering: As mentioned previously, Sigma already has a design for the HVAC units of the Terminal. As a part of our engagement with the Jack Brooks Terminal, we supervised the purchase, installation, balancing, and commissioning of the HVAC system for the terminal. In 2019, we have designed the complete HVAC replacement for the future portion of the terminal.

Electrical Engineering: With many of our projects that start from the ground up, Sigma has been tasked with and completed electrical engineering rehabilitation and design for municipal, commercial, industrial, and institutional clientele. We have worked with project scopes that require various types of lighting, and that experience has increased the value of our deliverables. We know the best brands, contractors, and designers of electrical supplies.

b) Provide a project schedule illustrating the firm's approach and expected outcomes, including any governmental review steps:

Please see the following page for our project schedule.



SIGMA ENGINEERS, INC. **HVAC DESIGN JULY 28, 2021**

SECTION V: REQUIRED FORMS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2019

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

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

PRODUCER	CONTACT NAME: Dulce Soriano
Gulf Coast Insurance Agency PO Box 7750 Beaumont TX 77726	PHONE (A/C, No, Ext): (409) 898-4444 FAX (A/C, No): (409) 898-4468 E-MAIL ADDRESS: receptionist@gcia-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Progressive County Mutual Ins. Co	29203
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sigma Engineers, Inc.
4099 Calder Avenue Suite D

Beaumont TX 77706

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS			08105699-1	9/5/2019	9/5/2020	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont, TX 77706

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

George Haynes/DCS

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Additional Named Insureds

Other Named Insureds	
Sigma Engineers, Inc.	Corporation, Other

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Drive other car	DOC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
	222	333			$59.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Multi policy credit	ACCT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Theft Prevention Authority Charge	TPAC		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$2.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Business Experience Discount	BED		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	AACSL	AACSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					$203.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist property damage	UMPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000			250		

Ref #	Description	Coverage Code	Form No.	Edition Date
	Policy Fee	POLFE		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$100.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Package Discount	PKG		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000					

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2020

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 The Risk Specialty Group, LLC 4801 Woodway Dr. Suite 300E Houston TX 77056	**CONTACT NAME:** Candi Carpenter **PHONE (A/C, No, Ext):** 713-552-1900 **FAX (A/C, No):** 713-513-5411 **E-MAIL ADDRESS:** ccarpenter@riskspecialtygroup.com
INSURED SIGMENG-01 Sigma Engineers, Inc. 4099 Calder Avenue Beaumont TX 77706	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : RLI Insurance Company 13056 INSURER B : Argonaut Insurance Company 19801 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1587469872 **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			PSB0005771	10/7/2019	10/7/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PSE0002534	10/7/2019	10/7/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability "claims made"			121 AE 0000101-01	1/4/2020	1/4/2021	Per Claim Limit Aggregate Limit	$1,000,000 $1,000,000

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

CERTIFICATE HOLDER

Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont, TX 77706

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2019

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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: Commercial Lines	
F.B. Taylor Insurance	PHONE (A/C, No, Ext): (409) 729-5551	FAX (A/C, No): (409) 729-7744
2020 Avenue H	E-MAIL ADDRESS:	
P O Box 1346	INSURER(S) AFFORDING COVERAGE	NAIC #
Nederland TX 77627-1346	INSURER A : Texas Mutual Ins. Co.	
INSURED	INSURER B :	
Sigma Engineers Inc.	INSURER C :	
4099 Calder Ave.	INSURER D :	
	INSURER E :	
Beaumont TX 77706-4946	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1911501324 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	SBP0001263617	01/13/2020	01/13/2021	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont, TX 77706

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
Mike Roby

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SIGMA ENGINEERS INC

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
831928031	**TJ7MUYSEKLN5**	**7NB23**
Purpose of Registration	Expiration Date	Registration Status
All Awards	**Sep 25, 2021**	**Active**
Physical Address	Mailing Address	
4099 Calder AVE STE D **Beaumont, Texas 77706** **United States**	**4099 Calder AVE** **Beaumont, Texas 77706** **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**	**www.sigmaengineers.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 29, 2020	**Sep 25, 2020**	**Jun 17, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1993	**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
Yes	**No**

Points of Contact

Electronic Business

Dana Yancey, Receptionist
4098981001

4099 Calder Avenue
Beaumont, Texas 77706
United States

Government Business

Nse Udonta, Accounting
4098981001

4099 Calder Avenue
Beaumont, Texas 77706
United States

Past Performance

Amir Nejad, Mr.
4098981001

4099 Calder AVE
Beaumont, Texas 77706
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541310	**Architectural Services**

Product and Service Codes

PSC	PSC Name
C1AA	**Architect And Engineering- Construction: Office Buildings**
C1AZ	**Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings**
C1BE	**Architect And Engineering- Construction: Airport Terminals**
C1DB	**Architect And Engineering- Construction: Laboratories And Clinics**
C1EZ	**Architect And Engineering- Construction: Other Industrial Buildings**
C1FB	**Architect And Engineering- Construction: Recreational Buildings**
C1FE	**Architect And Engineering- Construction: Religious Facilities**
C1GZ	**Architect And Engineering- Construction: Other Warehouse Buildings**
C1JZ	**Architect And Engineering- Construction: Miscellaneous Buildings**

Disaster Response

Yes, this entity appears in the disaster response registry.

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

VENDOR REFERENCES

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

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: 801 Main Street, Beaumont, Texas 77701

Contact Person and Title: Mr. Keith Folsom, Project Planner

Phone: 409-880-3792 Fax: _____

Email Address: keith.folsom@beaumonttexas.gov Contract Period: _____

Scope of Work: Various projects for municipal purposes

REFERENCE TWO

Government/Company Name: Drainage District #7

Address: 4401 9th Avenue, Port Arthur, Texas 77642

Contact Person and Title: Allen Sims, District Engineer

Phone: 409-985-4369 Fax: _____

Email Address: asims@dd7.org Contract Period: _____

Scope of Work: Engineering and architectural services for a new administration building

REFERENCE THREE

Government/Company Name: Port of Port Arthur

Address: 221 Houston Avenue, Port Arthur, TX 77640

Contact Person and Title: Ed Long, P. E., Director of Engineering

Phone: 409-983-2011 Fax: _____

Email Address: ed@portpa.com Contract Period: _____

Scope of Work: Design and construction management of various projects

Respondent: Complete & Return this Form with Qualifications Submission.

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

Dr. Sina Nejad, P. E., P. Eng. President

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

07/27/21

Date

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5) If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6) Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7) Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8) Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; 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

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:** Dr. Sina Nejad, P. E., P. Eng. **Title:** President **Telephone No.:** 409-898-1001 **Date:** 07/27/21	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

House Bill 89 Verification

I, Dr. Sina Nejad, P. E., P. Eng., the undersigned representative of (company or business name) Sigma Engineers, Inc (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

07/27/21
Date

On this 27 day of July, 2021, personally appeared
Dr. Sina Nejad, P. E., P. Eng., the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Emily Tassin
Notary Signature

EMILY TASSIN
Notary Public
STATE OF TEXAS
ID# 133116494
My Comm. Exp. May. 21, 2025

07/27/21
Date

Respondent: Complete & Return this Form With Response Submission.

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.

Sigma Engineers, Inc
Company Name

21-042/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

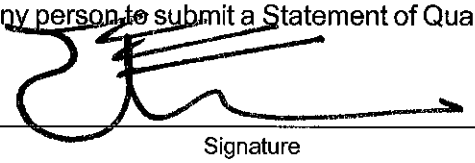
Date

Respondent: Complete & Return this Form With Response Submission.

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.

Sigma Engineers, Inc	
Firm (Entity Name)	Signature
4099 Calder Avenue	Dr. Sina Nejad, P. E., P. Eng.
Street & Mailing Address	Print Name
Beaumont, Texas 77706	07/27/21
City, State & Zip	Date Signed
409-898-1001	
Telephone Number	Fax Number
mail@sigmaengineers.com	
E-mail Address	

<u>Respondent</u>: Complete & Return this Form with Qualifications Submission.

RESPONDENT'S CERTIFICATION

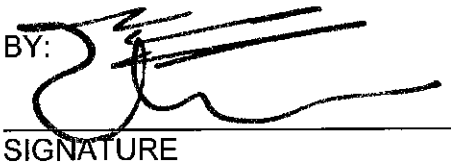
I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

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.

Sigma Engineers, Inc
NAME OF BUSINESS

BY: 
SIGNATURE

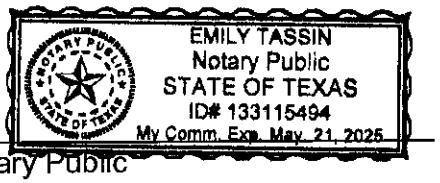
Dr. Sina Nejad, P. E., P. Eng. / President
NAME & TITLE, TYPED OR PRINTED

4099 Calder Avenue
MAILING ADDRESS

Beaumont, Texas 77706
CITY, STATE, ZIP CODE

(409)898-1001
TELEPHONE NUMBER

Sworn to and subscribed before me this 27 day of July, 2021



Notary Public

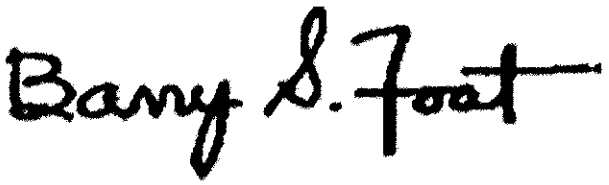
State of Texas

My Commission Expires: 05/21/25

Respondent: Return this Form with Qualifications Submission.

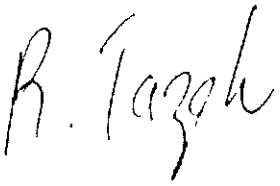
STATEMENT SIGNED BY ANY SUB-CONSULTANT THAT THE SUB-CONSULTANT WILL PERFORM ALL WORK AS DESCRIBED

BARRY FOAT **MEC ASSOCIATES**



KELVIN SOLCO **THE SOLCO GROUP, LLC**

RAHIM TAZEH, P. E. **INFRASTRUCTURE ASSOCAITES**



JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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

ADDENDUM TO RFQ

RFQ Number:	RFQ 21-042/JW
RFQ Title:	Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport
RFQ Due:	**11:00 am CT, Wednesday, July 28, 2021**
Addendum No.:	1
Issued (Date):	July 22, 2021

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 ____ Date: _____

_____
Authorized Signature (Respondent)

President
Title of Person Signing Above

Dr. Sina Nejad, P. E., P. Eng.
Typed Name of Business or Individual

4099 Calder Avenue, Beaumont, Texas 77706
Address

ADDENDUM NO. 1
(RFQ 21-042/JW)

Clarifications

Question: Are you able to provide an estimated budget/value range for this project?

Answer: As the County/Airport is requesting Statements of Qualification for this project, an estimated budget/value range is unavailable to potential respondents. Consultant(s) will be selected based on qualifications and experience, with fees determined through negotiations following the evaluation of all responses received.

Question: Is there a Bidding Construction Timeline for this project?

Answer: The timeline for the awarded Engineering Firm for this RFQ will be to have bids in-hand for the construction phase by April 2022.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2022

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 The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	**CONTACT NAME:** Candi Carpenter **PHONE (A/C, No, Ext):** 713-552-1900 **FAX (A/C, No):** 713-513-5411 **E-MAIL ADDRESS:** ccarpenter@riskspecialtygroup.com
INSURED SIGMENG-01 Sigma Engineers, Inc. 4099 Calder Avenue Beaumont TX 77706	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** RLI Insurance Company — 13056 **INSURER B :** Hudson Insurance Company — 25054 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1336343148 **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: POLICY X PRO-JECT LOC OTHER:			PSB0005771	10/7/2021	10/7/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			PSE0002534	10/7/2021	10/7/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	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					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability Includes Pollution Liability			PRB 06 19 113110	1/4/2022	1/4/2023	Per Claim Limit Aggregate Limit	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured on General Liability as required by written contract.

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
Beaumont TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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 September 2021*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated November 30, 2021*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated November 30, 2021*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2021*
- 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

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

Updated September 2021

2021 List of Companies Engaging in Scrutinized Business Operations in Sudan Chapter 2270 of the Texas Government Code

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

Updated November 2021

2021 List of Companies Engaging in Scrutinized Business Operations in Iran Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AFRY AB F/K/A AF POYRY AB	SE0005999836
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
BHARAT PETROLEUM CORPORATION LIMITED	INE029A01011
CHINA RAILWAY GROUP LIMITED	CNE100000866
GLENCORE PLC	JE00B4T3BW64
HINDUSTAN PETROLEUM CORPORATION LIMITED	INE094A01015
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
JINDAL STEEL & POWER LIMITED	INE749A01030
LLOYDS BANKING GROUP PLC	GB0008706128
MAN SE	DE0005937007
MANGALORE REFINERY & PETROCHEMICALS LIMITED	INE103A01014
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
OIL & NATURAL GAS CORPORATION LIMITED	INE213A01029
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
TELECOM ITALIA SPA	IT0003497168
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE100001MJ9

Updated November 2021

List of Designated Foreign Terrorist Organizations
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 Arabian Peninsula (AQAP)
Al-Qa'ida in the Indian Subcontinent
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'ib 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 Sawa'd Misr (HASM)
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-DRC
ISIS-Greater Sahara
ISIS-Mozambique
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Islamic 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 al-Adl (formerly Jundallah)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
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://state.gov/foreign-terrorist-organizations/

Updated June 2021

List of Companies Engaging in Scrutinized Business Operations
With a Designated Foreign Terrorist Organization
Pursuant to Texas Government Code Chapter 2270

COMPANY NAME
No Companies Identified

Updated June 2021

SAM.GOV

SIGMA ENGINEERS INC

As of 4/4/2022
JW

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
TJ7MUYSEKLN5	**7NB23**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 25, 2023**	
Physical Address	Mailing Address	
4099 Calder AVE STE D **Beaumont, Texas 77706-4946** **United States**	**4099 Calder AVE** **Beaumont, Texas 77706-4946** **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**	**www.sigmaengineers.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 2, 2022	**Jan 25, 2022**	**Jun 17, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1993	**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.

Exclusion Summary

Active Exclusions Records?

No

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		

Socio-Economic 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.

Financial Information

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

EFT Indicator	CAGE Code
0000	**7NB23**

Points of Contact

Electronic Business

Dana Yancey, Receptionist

4099 Calder Avenue
Beaumont, Texas 77706
United States

Government Business

Amir Nejad, Manager

4099 Calder Avenue
Beaumont, Texas 77706
United States

Past Performance

Amir Nejad, Mr.

4099 Calder AVE
Beaumont, Texas 77706
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541310	**Architectural Services**

Product and Service Codes

PSC	PSC Name
C1AA	**Architect And Engineering- Construction: Office Buildings**
C1AZ	**Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings**
C1BE	**Architect And Engineering- Construction: Airport Terminals**
C1DB	**Architect And Engineering- Construction: Laboratories And Clinics**
C1EZ	**Architect And Engineering- Construction: Other Industrial Buildings**
C1FB	**Architect And Engineering- Construction: Recreational Buildings**
C1FE	**Architect And Engineering- Construction: Religious Facilities**
C1GZ	**Architect And Engineering- Construction: Other Warehouse Buildings**
C1JZ	**Architect And Engineering- Construction: Miscellaneous Buildings**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

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

QED

Airport & Aviation Consultants

March 28, 2022

Mr. Alex Rupp
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

Via Electronic Mail
arupp@co.jefferson.tx.us

Re: Independent Fee Estimate
GA Terminal and ARFF Rehabilitation Design and Related Services

Dear Mr. Rupp:

QED is pleased to submit this proposal to prepare independent fee estimate for the subject engineering design and related professional services as detailed in the scope of services prepared by your consultant, The LaBiche Architectural Group.

Our independent fee estimate will be based on the scope of services as prepared by your consultant. We will prepare a spreadsheet that identifies the hours required by classification of personnel and an allowance for expenses as presented in the scope of services. Hourly rates that we typically apply when budgeting our projects will be used to develop the lump sum fee. Project expenses will also consider relevant travel expenses based on the location of the consultant. The spreadsheet and accompanying narrative will constitute the deliverables for our services and be provided electronically.

During the course of our analyses, it may be necessary to clarify or otherwise discuss the intent of a specific project activity. These discussions will be accommodated via telephone conferences; no travel to the Airport site or other locations is provided for in the preparation of the independent fee estimates. We anticipate providing our deliverables within 15 business days from your notice to proceed. In the event that additional discussions and/or revisions are required after submittal of our independent fee estimate, these will be performed pursuant to the terms of a new agreement.

Our proposal for the independent fee estimate is a lump sum amount of $7,770. We will invoice for our services upon presentation of each deliverable and payment in full is due within 30 calendar days of receipt. If the above is acceptable, please have a duly authorized official sign below and return a copy of this letter agreement to us, or alternatively, please provide a purchase order in accordance with your standard contracting procedures. Should you require further information or materials, please let us know.

1267 Marian Drive
Amelia Island, Florida 32034 U.S.A.

Telephone / Facsimile 904-310-6220
E-mail: QED**ron@aol.com**

Mr. Alex Rupp
March 28, 2022
Page 2

We appreciate this opportunity to continue to be of assistance and look forward to your favorable reply.

Sincerely,

Ronald F. Price, P.E.
Principal

RFP/pss

Read and Accepted:_____
Printed Name: Jeff R. Branick, Jefferson County Judge
Date: April 12, 2022

ATTEST Carrie Kesta
DATE 4-12-22

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

QED

TIDAL BASIN

This Task Order amendment is made part of and governed by the terms and provisions of the contract by and between Tidal Basin Government Consulting, LLC (Tidal Basin), and Jefferson County, TX (the "County") following our response to RFP 21-024/YS. The purpose of this task order is for Tidal Basin to provide grant management advice at the discretion of the County. Advice given could result in the County applying to the Hazard Mitigation Grant Program (HMGP).

Project Name: Jefferson County, TX Grant Management

Scope of Services/Rates: Tidal Basin agrees to perform the following scope of services in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Tidal Basin shall not perform services which exceed the estimated cost of services without prior written notice to and approval by the County. Services and hours performed outside the scope of this task order will not be reimbursed.

Tidal Basin will provide consulting services to deliver the following on behalf of the County:

Tidal Basin will identify, organize, and compile the information necessary to deliver the best grants management advice:

- Grants Management Advice:
  - Gather data and coordinate with the County to advice on grants at their discretion
  - Provide progress reports on hours worked
  - Coordinate and reach out to homeowners
  - Compile data and preform benefit cost analysis as needed
  - Complete project applications for HMA grants
  - Compile data needed to fulfill FEMA requests for information

Payment Basis: Rates will be reimbursed in accordance with Attachment 1. The estimated costs are as follows:

Position	Rate	Hours	Cost Per Position
Subject Matter Expert	$185.00	5.5	$1017.50
Consultant	$165.00	316	$52,140.00
Hours Subtotal		321.50	$53,157.50
Total Estimated NTE		**$53,157.50**	

Estimated Quantity of Services: Please see above. Personnel will work at the direction of Tidal Basin's Project Manager.

TIDAL BASIN

TB-Jefferson County TX-TO-Grant Management
_2022 HMGP COVID

Estimated Cost of Services: The total cost of this task order shall not exceed **$53,157.50**. If hours are to be exceeded Tidal Basin will inform the County and coordinate further task orders as needed.

Approval/Acceptance
Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.

Tidal Basin Government Consulting, LLC

By: _____

Name: Luis Avila

Title: V.P. Mitigation

Date: 4-6-2022.

Jefferson County, Texas

By: _____

Name: Jeff Branick

Title: County Judge

Date: 04/12/2022

Attachment 1 - Pricing

Hazard Mitigation Assistance	
Project Manager	$255
Subject Matter Expert	$185
Consultant	$165

Pricing presented is based on hourly rates in accordance with the existing contract. All expenses will be charged to the client in accordance with the GSA rate schedule associated with the area of operations. No current expenses are forecasted, TB will gain preapproval from County if needed.

ATTEST _____
DATE 4-12-22

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

DEC
ENGINEERING
EXCELLENCE

DE Corp.
3100 West Alabama
Houston, Texas 77098
(713) 520-9570

April 5, 2022

Mr. Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Re: Taylor Bayou Supplement to Original Contract
Scope of Work and Design Costs
Design of Option 1

Dear Mr. Swain:

As requested, please find attached the following documents:

- DEC Scope of Work
- DEC Design Costs
- Subconsultant Proposals (LJA Engineering-Field Surveys, Tolunay-Wong-Geotechnical)

These documents are being transmitted for your review and concurrence. This supplement was prepared based on the directive from TxDOT requiring the maintenance of 2-lanes of traffic through the project site at all times. The scope and costs are based upon using Option 1 (Temporary Roadway / Bridge) to maintain traffic as described in DEC's presentation made to the project stakeholders on March 17, 2022 (presentation attached). LJA and Tolunay-Wong were added to our proposal due to the increase in project length of 1,254 feet, requiring additional field survey and geotechnical recommendations for the temporary bridge foundations, respectively.

The engineering costs include the option study costs and final design engineering costs. Our design costs also match the estimate contained in the presentation for Option 1. Using Option 1 allows the design team to minimize changes to the already submitted 95% design drawings presently being reviewed by TxDOT. It is our understanding the temporary roadway/bridge design will be submitted to TxDOT once for review.

Upon Notice to Proceed, DEC will move immediately to begin Option 1 design to minimize the impact on the Letting, presently scheduled for July, 2022. We will prepare a revised project schedule to include Option 1. The project schedule was put on hold until we developed an Option that could be used to meet TxDOT's directive. Considering this, we suggest the 95% review be followed through excluding the Traffic Control Plans. The Traffic Control plans will need updated to include Option 1. We will address all the other 95% comments while working on the revised Traffic Control plans. Once completed, we will submit to TxDOT the entire 100% design package, thereby saving valuable schedule time.

Please let me know when we can receive Notice to Proceed. We greatly appreciate this opportunity to serve the County and look forward to continuing working with you and your staff. If you have any questions, please contact me anytime.

Sincerely,

Blair C. Stocker, P.E.
Senior Project Manager
(713) 527-6367 - Office
(281) 731-4338 - Mobile

xc: Miguel Tellez (DEC)
File Management (DEC)

Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work

Drainage Mitigation
Bridge Replacement SH 124
Supplement for Option No. 1 - Temporary Bridge
April 5, 2022

Section 1.0: Option Development (Four Options)

This work includes preparation and development of four options to maintain 2 lanes of traffic through the project site at all times. The original traffic control concept was to close the road and implement a detour. After direction was received from TxDOT regarding maintaining two lanes of traffic throughout the project, DEC investigated and developed four options to allow for this revised Traffic Control concept. The developed Options included:

- **Option 1 - Temporary bridge and roadway.** This option included building a temporary bridge and approach roadways to allow construction to be maintained at the existing bridge site. Once the new bridge is constructed, all temporary roadways and bridge will be removed. This option could be constructed either upstream or downstream of the existing bridge.
- **Option 2 - Construct new bridge in phased approach.** This option included phasing the project whereby the existing bridge would be cut at 28 feet from the downstream edge, the existing bridge portion upstream of the 28-foot cut would be demolished and part of the new bridge would be constructed in its place. Traffic would be maintained on the remaining 28 feet of existing bridge while the new portion is constructed. Once complete, traffic would be switched to the new portion of the bridge and the existing bridge would be demolished (remaining 28 feet) and the rest of the new bridge would be constructed.
- **Option 3 - Construct a new bridge 5 foot upstream of existing bridge.** This option constructs a complete, new bridge 5 feet upstream of the existing bridge. This option requires a 3,469 foot relocation of SH 124 and additional Right of Way.
- **Option 4 - Construct new bridge 5 feet upstream of the edge of the existing "cut" bridge (requires cutting the existing bridge at 28 feet).** This option cuts the existing bridge at 28 feet from the downstream side and allows traffic to use the existing bridge while a complete, new bridge is built upstream of the 28-foot cut. Traffic will remain on the existing bridge until the new bridge is complete. This option requires a 2,936 foot relocation of SH 124.

All four options were developed to include geometrics, exhibit preparation, construction and design costs. The temporary bridge option was investigated and discussed with the suppliers. Details were developed for the temporary bridge and material and labor costs developed. The options were compared using a pro-con matrix to rank the alternatives. Engineering costs were developed that covered the work associated with each alternative. DEC developed a PowerPoint presentation to explain the options and presented the options to the major stakeholders on March 17, 2022.

Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work

Section 2.0: Mapping/Field Surveys

This work includes the additional project limits for Option 1, Temporary Road and will be performed by our subconsultant LJA Engineering, Inc. (LJA). The work includes topographic field survey, DTM/contours, and tree pick-up bigger than 12". Please refer to LJA proposal dated March 31, 2022 (attached) for their detailed scope.

Deliverables - Topography, Trees and DTM Updates

Section 3.0: Temporary Roadway Design / Revisions

This work includes the design of the temporary roadway contained within Option 1 and includes Horizontal and Vertical geometry, Plan and Profile (5 sheets), Typical Sections (1 sheet), and Temporary Driveway Connections (1 sheet). Also included are revisions to existing sheets such as the Title Sheet (project limits), Index of Sheets (new sheets), Project Layout and Demolition Plan. Also includes adjustments to our Open Roads model to develop cross sections for the temporary road.

Deliverables - Final Alignment (Plan/Profile, 5 Shts. 50-scale), Typical Sections (1 Sht.); Temporary Driveways (1 Sht.); Sheet Revisions: Title Sheet (1 Sht.), Index Sheet (1 Sht.), Project Layout (1 Sht.), Demolition Plan (1 Sht.)

Section 4.0: Utility Revisions

This work includes additional coordination with AT&T, Spectrum, Entergy and Hamshire-Fannett Independent School District regarding impacts on their lines due to the temporary road construction.

Deliverables - Utility Coordination

Section 5.0: Geotechnical (Temporary Bridge Foundations)

This work to be performed by our subconsultant Tolunay-Wong Engineers, Inc. (TWE) includes review of site data and development of geotechnical recommendations for the temporary bridge foundations. See TWE scope dated April 1, 2022 (attached).

Deliverables – Shallow Foundation Geotechnical Recommendations

Section 6.0: Temporary Road Drainage Design

DEC will prepare a temporary Drainage Plan and Profile sheets using the temporary road vertical and horizontal alignment. Due to the placement of the proposed temporary road, temporary drainage will be required. The drainage will be composed of mostly ditches with some possible cross pipes into the Bayou. Most of the temporary drainage will be removed when the temporary road is removed. This

plan will be prepared using our Bentley Geopak drainage program. Included are revisions to the drainage area map sheet to show temporary conditions.

Deliverables – Preliminary Drainage Plan and Profile (2 Shts. @ 40 scale); Revision to Drainage Area Map (Temporary Conditions) (1 Sht.)

Section 7.0: Temporary Bridge Foundations Design

This work includes designing the abutments to support the temporary bridge. This will include determining whether to use either deep or shallow foundations. All design will be accomplished in accordance with TxDOT criteria and design manuals.

Deliverables – Structural Details of Abutment (2 Shts.)

Section 8.0: Traffic Control Revisions

This work involves preparation of the revised traffic control plan for the project. The traffic control plan will include maintaining two lanes of traffic throughout the project duration. It includes deleting the detour plan and including traffic control drawings for control of the traffic through the worksite. The revised plan will be based on TxDOT criteria for Traffic Control plans and will include 4 Plan Sheets at 100 scale and 2 Detail Sheets. Also included are revisions to the Project Phasing plan sheet. It is anticipated the temporary bridge and roadway will be constructed first, then the bridge and roadway will be constructed along with the bayou widening within the direct vicinity of the bridge. The remaining bayou widening will be constructed as a third phase. Traffic control notes will also be adjusted for the temporary roadway/bridge.

Deliverables - Traffic Control Plans (2 Shts.); Traffic Control Notes

Section 9.0: SWP3 Plan Revisions

This work is the preparation of revisions to the SWP3 plan to include the temporary road and bridge. This plan will include erosion control devices and their location throughout the project site. Devices may include silt fence/sediment logs, rock entrances, temporary ditches, pipes, inlets and outlets. The sheets will be prepared in accordance with local and state requirements for these types of plans. The 3 existing plan sheets and one phasing plan sheet will be revised to include the temporary bridge construction.

Deliverables - SWP3 Plans (3 Shts. @ 40-scale; 1 Phasing Plan Sht.)

Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work

Section 10.0: Temporary Bridge Specifications

This work involves preparation of the specifications for the temporary bridge. This may include associated revisions to existing specifications. DEC will use local and state standards and criteria to create the specification.

Deliverables – Temporary Bridge Specification

Section 11.0: Construction Costs/Quantities (Additions/Revisions)

This work includes the development of revised quantities and construction cost estimate for the revisions to the traffic control plans to accommodate the temporary bridge. 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. The cost estimate will be revised in TxDOT Connect with the back-up quantities for the temporary bridge and roadway.

Deliverables - Quantity Summary and Construction Cost Estimate in TxDOT Connect

Section 12.0: QA/QC

This task includes performing a QA/QC review on all the new and revised engineering plans (assume 20 Shts.) for the incorporation of the temporary bridge into the plan set using DEC'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)

Section 13.0: Project Management

This work includes performing project management throughout development of the temporary bridge/roadway design. Includes management of the project in accordance with scope, schedule and budget, preparing and updating project schedules, coordination with agencies/stakeholders, utilities and the County, resource management, invoices, budget tracking, updates to the County, status reports, general coordination with the County, and management/coordination with the subconsultants. In-person meetings for this work are not anticipated.

Deliverables - Monthly Invoices/Status Reports, Schedule, Regular Discussions with the County

Taylor's Bayou Drainage Improvements
Jefferson County
Drainage Mitigation
Bridge Replacement on SH 124
Supplemental Engineering Fee Estimate
Option No. 1, Temporary Bridge
April 2022

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
								$ -
1.0	**Option Development (Four Options)**							$ -
	Geomtery	4	16	4			24	$ 4,460.00
	Exhibits	5	32	4	8		49	$ 8,765.00
	Construction/Design Costs	2	8	4			14	$ 2,450.00
	Temporary Bridge Costs	1	4	4			9	$ 1,445.00
	Presentation	8	8				16	$ 3,600.00
		20	68	16	8	0	112	**$ 20,720.00**
2.0	**Mapping /Field Surveys**							
	Field Survey/Mapping Coordination			4	2		6	$ 710.00
	Subtotal	0	0	4	2	0	6	**$710.00**
3.0	**Temporary Roadway Design / Revisions**							
	Title Sheet (1 Sheet)		1		3		4	
	Index of Sheets (1 sheet)		1		3		4	$ 590.00
	Project Layout (1 sheets)	1	2		8		11	$ 1,715.00
	Demolition Plan (2 sheets)	4	8	8	12		32	$ 5,040.00
	Revise Open Roads model	1	28	24	8		61	$ 9,165.00
	Plan and Profile (5 sheets)	8	24	8	40		80	$ 12,840.00
	Typical Sections (1 sheet)	2	4	6	12		24	$ 3,550.00
	Temporary Driveways (3 driveways, 1 sheet)	3	12	8	12		35	$ 5,515.00
	Subtotal	19	80	54	98	0	251	**$ 39,005.00**
4.0	**Utility Revisions**							
	AT&T and Hampshire-Fannett School Coordination	1	4	8	3		16	$ 2,290.00
							0	$ -
	Subtotal	1	4	8	3	0	16	**$ 2,290.00**
5.0	**Geotechnical (Temporary Bridge Foundations)**							
	Geotechnical Coordination	0	4	4	0		8	$ 1,180.00
	Subtotal	0	4	4	0	0	8	**$ 1,180.00**
6.0	**Temporary Road Drainage Design**							

Taylor's Bayou Drainage Improvements
Jefferson County
Drainage Mitigation
Bridge Replacement on SH 124
Supplemental Engineering Fee Estimate
Option No. 1, Temporary Bridge
April 2022

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
							0	$ -
	Revise Drainage Areas Maps (1 sheet)	1	2	4	8		15	$ 2,155.00
	Drainage Plan and Profiles (2 Sheets)	4	8	24	12		48	$ 6,800.00
							0	$ -
	Subtotal	5	10	28	20	0	63	**$ 8,955.00**
7.0	**Tempoaray Bridge Foundations Design**							
	Bridge	10	24	18	46		98	$ 15,280.00
	Subtotal	10	24	18	46	0	98	**$ 15,280.00**
8.0	**Traffic Control Revisions**							
	Narrative	1	8	4	0		13	$ 2,185.00
	Traffic Control Plan (2 shts)	4	12	8	16		40	$ 6,320.00
	Traffic Control Notes	1	8	4	0		13	$ 2,185.00
	Subtotal	6	28	16	16	0	66	**$ 10,690.00**
9.0	**SWP3 Revisions**							
	SWP3 Plan (3 Shts. @ 40 scale)	2	8	4	4		18	$ 2,990.00
	Phasing Plan (1 sht.)	1	8	6	4		19	$ 2,945.00
	Subtotal	3	16	10	8	0	37	**$ 5,935.00**
10.0	**Temporary Bridge Specifications**						0	$ -
	Creation of Temporary Bridge Specifications		24			4	28	$ 4,780.00
							0	$ -
	Subtotal	0	24	0	0	4	28	**$ 4,780.00**
11.0	**Construction Costs / Quantities (Additions/Revisions)**						0	$ -
	Revised Qauntities	4	16	12	6	4	42	$ 6,490.00
	Cost Estimate	2	8	6	2		18	$ 2,940.00
	Subtotal	6	24	18	8	4	60	**$ 9,430.00**
12.0	**QA/QC**							
	95% Plans (Only revised sheets) (20 sheets)	2	12	4	2		20	$ 3,460.00

Taylor's Bayou Drainage Improvements
Jefferson County
Drainage Mitigation
Bridge Replacement on SH 124
Supplemental Engineering Fee Estimate
Option No. 1, Temporary Bridge
April 2022

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
	Subtotal	2	12	4	2	0	20	$ 3,460.00
13.0	**Project Management**							
	Project Management	28	14	6	4	2	54	$ 11,380.00
	Subtotal	28	14	6	4	2	54	$ 11,380.00
	SUBTOTAL HOURS	**100**	**308**	**186**	**215**	**10**	**819**	$ 133,815.00
	SUBTOTAL DESIGN FEE	**$ 26,500.00**	**$ 56,980.00**	**$ 20,460.00**	**$ 29,025.00**	**$ 850.00**		**$133,815.00**
	Subconsultants							
								$ -
	LJA Engineering, Inc(Field Surveys)							**$ 5,500.00**
								$ -
	Tolunay-Wong Engineers, Inc (Geotechnical Consultant)							**$ 1,340.00**
	TOATAL FEE							**$140,655.00**

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A • Beaumont, Texas 77705 • Phone: (409) 840-4214 • Website: https://www.tweinc.com/

April 1, 2022

DECorp
3100 West Alabama
Houston, Texas 77705

Attn: Mr. Blair Stocker, P.E.
blair.stocker@dannenbaum.com

Ref: Request for Change Order
Taylor's Bayou Drainage Improvements
Jefferson County CDBG-DR Program
Jefferson County, Texas
TWE Project No. 21.23.072 / COR No. 1

Dear Mr. Stocker,

Tolunay-Wong Engineers, Inc. (TWE) hereby respectfully submits this request for change order to the original lump sum budget amount agreed to under TWE Proposal No. P21-B073 (Revision 2) for geotechnical services rendered by TWE for the referenced project. This change order request covers the additional scope cost requested outside our originally proposed scope of services.

We understand a temporary bridge option is being considered to maintain traffic flow during construction. Shallow and deep foundations may be considered for support of the temporary bridge. A revised report for TWE Project No. 21.23.072 / Report No. 123873 (Rev. 3) submitted on January 10, 2022 included deep foundation recommendations that can be applied to the temporary bridge, if considered. Below is a budgetary estimate to include shallow foundation design recommendations for the temporary bridge in a revised geotechnical report:

Proposed Budget Estimate					
Description		Unit	Quantity	Rate	Extension
Engineering Analysis/Report Preparation					
1	Project Manager - Geotechnical	hour	2	$150.00	$300.00
2	Project Professional	hour	8	$130.00	$1,040.00
Total Cost Estimate					**$1,340.00**

If you have any questions regarding this change order request, please do not hesitate to contact us at **(713) 821-5895.** If this change order request is approved, please sign on the following page and send a copy for our records. If accepted, we will proceed with submitting our final invoice as all services are complete. We appreciate your consideration of this change order request.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.
TBPELS Firm Registration Number F-000124

Mariam Abedelwahab, E.I.T.
Project Professional

Patrick J. Kenney, P.E.
Senior Vice President

PK/ma/pk

Agreed to and accepted by:

Signature: _____

Name: _____

Company: _____

Date: _____

LJA SURVEYING

2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJASURVEY.com TBPLS 10105600

March 31, 2022 **PROPOSAL**

DEC
ATTN: Blair Stocker, PE
3100 West Alabama Street
Houston, Texas 77098
Blair.Stocker@decorp.com

Re: Professional Surveying Services to perform an As-Built Topographic Survey
Highway 124 and Taylors Bayou, Fannett, Texas
LJA Proposal No. 21-1351CO1
LJA Project No. LJAS167-2101

Dear Mr. Stocker:

LJA Surveying, Inc. ("LJA") is pleased to provide this proposal to DEC ("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 II – Topographic Survey

LJA will collect cross sections utilizing GPS at 50-foot intervals from approximate right of way line to approximate right of way line for an additional 300 feet in each direction from the existing survey limits. Locate sufficient boundary to establish right of way lines along existing highway a minimum of the new survey limits. 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. Vegetation lines will be shown and any trees with a diameter of 12" or greater will be collected individually. 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

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 $5,500.00**. 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.

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" **DEC**	**APPROVED FOR "LJA"** **LJA SURVEYING, INC.**
By:_____	By:_____
Name:_____	Name: Wesley Maxey, RPLS
Title:_____	Title: Beaumont Survey Manager

Effective Date: 03/31/2022

Attachments:
A – Standard Terms and Conditions

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of this Agreement, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's services. LJA's fees for the remaining services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the surveying professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a surveying professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services under this Agreement and on the Project. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly confirm to LJA in writing their wish for LJA to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. The Parties agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA shall notify Client should unanticipated Conditions be encountered. Client retains title to all Conditions and shall report to the appropriate public agencies, as required, any Conditions that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site. Client waives any claim against LJA and shall indemnify, defend, and hold LJA harmless from or by reason of claims for injury or death to persons or damage to property to the extent arising from such Conditions, substance, element, material, or any combination of the foregoing produced, emitted, or released from the site or Project.

10. INDEMNITY. LJA shall indemnify and hold harmless Client from claims, costs, losses, or damage sustained by Client or its employees provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, but only to the extent actually and directly caused by LJA's failure to adhere to the standard of care

described herein.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than for which they were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the surveyor's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of a survey will be signed and sealed by a licensed professional prior to re-use. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to defend, indemnify, and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

16. AMENDMENT, NO WAIVER, SEVERABILITY. This Agreement can be amended only by a written instrument signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

20. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

21. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Harris County and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver. 21JUL2020

CONTRACT RENEWAL FOR IFB 19-001/YS
TERM CONTRACT FOR LEGAL NOTICES FOR
JEFFERSON COUNTY

The County entered into a contract with The Examiner Corp. for one (1) year, from February 19, 2019 to February 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from February 16, 2022 to February 15, 2023.

ATTEST:

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
The Examiner Corp.

(Name)

CONTRACT RENEWAL FOR IFB 19-001/YS
TERM CONTRACT FOR LEGAL NOTICES FOR
JEFFERSON COUNTY

The County entered into a contract with Port Arthur News for one (1) year, from February 19, 2019 to February 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from February 16, 2022 to February 15, 2023.

ATTEST:

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Port Arthur News

(Name)

CONTRACT RENEWAL FOR IFB 19-001/YS
TERM CONTRACT FOR LEGAL NOTICES FOR
JEFFERSON COUNTY

The County entered into a contract with Beaumont Enterprise for one (1) year, from February 19, 2019 to February 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from February 16, 2022 to February 15, 2023.

ATTEST:

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Beaumont Enterprise

Ruth Fernandez

(Name)

Industrial and Commercial Mechanical
TACLA23943C
4445 Westpark Drive
Beaumont, TX 77705
Phone (409) 842-3737
Fax (409) 842-3738

March 2, 2022
Jefferson County Ford Park South Cooling Tower Replacement

Quote Number: 2022-03021006CR

ICM is pleased to submit a quote for the following:

- Isolate water from existing tower and drain/disconnect
- Provide and install new Marley model MD5010SLF two cell cooling tower
- Haul away and dispose of old tower
- Make necessary electrical modifications for new equipment
- Make all necessary piping modifications for new equipment
- Start new system and check for proper operation

Notes: Building controls integration into new tower to be performed by current building controls provider.

Base Tower Construction/Equipment: Series 300 stainless steel casing, framing, and collection basin Quiet fan with aluminum blades Marley designed belt drive Motor outside airstream with Marley designed driveshaft 12 mil PVC modular film fill, 4ft (1219mm) depth Triple-pass 17 mil PVC drift eliminators designed and manufactured by SPX CTI certification per STD-201 HDG steel fan guard Collection Basin Connections and Accessories: (2) 8 in (203 mm) pumped flow side suction outlet(s) (1) 3 inch (76.2mm) diameter drain with separate 3 inch (76.2mm) diameter overflow in each cell Flumes for equalization between cells are included 1 in (25.4 mm) water make-up float valve(s) in all cells with outlets Distribution System and Accessories: (1) 8 in (203 mm) inlet connection on Face A per cell Series 300 stainless steel header box and PVC branch arms with polypropylene spray nozzles with grommet connection for ease of removal Maintenance & Maintenance Access Features: Tower is designed in accordance with OSHA safety standards Control Systems: (1) IMI 685A Mechanical sw, DPDT, manual reset + 30' cord vibration cutoff switch per cell.

The proposed price is: ***$ 205,000.00 (Two Hundred Five Thousand Dollars)***

Industrial and Commercial Mechanical is an awarded vendor for Region V ESC "HVAC Capital Equipment, Supplies, and/or Services #20140501. The below pricing is per the awarded rates.

Prices are firm for thirty (30) days. Taxes are excluded and will be billed extra. Work to be performed on straight time basis and will begin upon receipt of a mutually agreed Purchase Order referencing the subject proposal.

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services.

Regards,

ACCEPTED BY:_____

DATE: _____

Corey Rigby

Service Sales Representative
409-937-0331
crigby@ic-mechanical.com
Industrial & Commercial Mechanical

TACLA 23943C – Regulated by the Texas Department of Licensing and Regulation
PO Box 12157
Austin, TX 78711
1-800-803-9202, 512-463-6599

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 dc

Date: March 30, 2022

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

April 12, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 4	HIGH BACK CHAIR		34852
contact person: Lillian Picou			
DISTRICT ATTORNEY	DESK		12404
DISTRICT ATTORNEY	PRINTER TABLE		12471
DISTRICT ATTORNEY	BROWN SHELF		17520
DISTRICT ATTORNEY	CHAIR		17561
DISTRICT ATTORNEY	TELEVISION		17586
contact person: Dan'na Rouse			
SHERIFF - PT. ARTHUR WARRANTS	LEATHER OFFICE CHAIR		
SHERIFF - PT. ARTHUR WARRANTS	LEATHER OFFICE CHAIR		
SHERIFF - PT. ARTHUR WARRANTS	MESH OFFICE CHAIR		
SHERIFF - PT. ARTHUR WARRANTS	LEATHER OFFICE CHAIR		
contact person: Kelly Fountain			
PURCHASING	MOTOROLA RADIO CONSOLE MODEL L1680A	740CWN3303	
contact person: Sylvia Moore			
TREASURE	IBM TYPEWRITER		11706
TREASURE	SHARP CALCULATOR		25031
TREASURE	SHARP CALCULATOR	ID003126	
TREASURE	SHARP CALCULATOR	4D00874	
TREASURE	CASIO CALCULATOR		
TREASURE	IBM RECEIPT PRINTER		25046
TREASURE	MONEY COUNTER	55885-07	
contact person: Lisa Marks			

Approved by Commissioners' Court: _____

Disposal List

Date: 1/26/2022

Terminals

Asset #	Model
12624	IBM 3476
23809	IBM 3476
6261	IBM 3476
691	IBM 3476
7041	IBM 3476
SN: 88-NV744	IBM 3476
12720	IBM 3476
691	IBM 3476
6751	IBM 3476
6261	IBM 3476
26354	IBM 3476
772	IBM 3476
12231	IBM 3476
23780	IBM 3476
9315	IBM 3486
9400	IBM 3486
9359	IBM 3486
SN: 524691	IS-486-A

Jefferson County Surplus

Department Located	Description of Property	Serial #	Department Assigned to	Asset #
	PERSONAL COMPUTERS			
MIS	Dell Optiplex 755	CLVDWH1	Jail	62BT-33173
MIS	Dell Optiplex 755	77Y6HJ1	Jail	62BT-33286
MIS	Dell Optiplex 755	5LPKKH1	Jail	62BT-33061
MIS	Dell Optiplex 755	7T62VG1	Jail	62BT-32862
MIS	Dell Optiplex 755	B4YRFG1	Jail	62BT-32936
MIS	Dell Optiplex 380	4G6LFQ1	Jail	62BT-33916
MIS	Dell Optiplex GX7020	C3Y9X52	DA	30BT-35468
MIS	Gateway E6500	36578619	Juvenile	63BT-29936
MIS	Gateway E4100	33146338	Juvenile	63BT-28572
MIS	Dell Optiplex 755	97Y6HJ1	Dclerk	31BT-33283
MIS	Gateway E6500	36578637	DClerk	31BT-29944
MIS	Gateway E6500	36578624	DClerk	31BT-29866
MIS	Dell Optiplex 790	1N1F1R1	Jail	62BT-34204
MIS	Gateway E-6500	00036935436	Community Sup BT	58BT-30186
MIS	Gateway E4000	0028546913	Jail	62BT-29375
MIS	Dell Optiplex GX755	3MPKKH1	DClerk	31BT-33113
MIS	Dell Optiplex GV755	3LPKKH1	Dclerk	31BT-33183
MIS	Dell Optiplex GX 7010	H1RK9Y1	Dclerk	31BT-34573
MIS	Dell Optiplex 7010	DB1M8Y1	Restitution Center	70RC-34561
MIS	Dell Optiplex 7010	DB0N8Y1	Restitution Center	70RC-34563
MIS	Dell Optiplex 7010	D9ZM8Y1	Restitution Center	70RC-34564
MIS	Dell Optiplex 7010	6X1JCY1	Community Sup BT	58BT-34620
MIS	Dell Optiplex 7010	9KFLCZ1	Community Sup BT	58BT-34689
MIS	Dell Optiplex 755	2MPKKH1	DClerk	31BT-33079
MIS	Gateway E-6500D	36578635	Dclerk	31BT-29942
MIS	Dell Optiplex 755	CT62VG1	Drug Court	DRUG-32963

	LAPTOPS			
MIS	Dell Lattitude E6540	8C3JL32	County Judge	80BT-35275
MIS	Dell Lattitude E5500	GJPK0L1	Constable PCT 7	69CH-33510
MIS	Dell Lattitude E5500	9HPK0L1	Constable PCT 7	69CH-33508
MIS	Dell Lattitude E5500	3JPK0L1	Constable PCT 7	69CH-33509
MIS	Dell Lattitude E5500	DKPK0L1	Constable PCT 7	69CH-33511
MIS	Gateway MA1	35034111	MIS	25BT-29244
MIS	Dell Lattitude E6540	84NDWZ1	Drug Court	DRUG-34839
MIS	Dell Latitude E6540	5XZCM72	SO- Narcotics	NRSO-35600
MIS	Dell Latitude E6540	6LNRN32	Sheriff's Office	59BT-35282
MIS	Dell Latitude E6540	85NRN32	Sheriff's Office	59BT-35279
MIS	Dell Latitude E6540	81NRN32	Sheriff's Office	59BT-35285
MIS	Dell Latitude E6540	21NRN32	Sheriff's Office	59BT-35284
MIS	Lenova Thinkpad T500 Laptop	R8M9025	MIS	25BT-33428
MIS	Dell Latitude 5580 L	BXJM9H2	DA	30BT-36097
MIS	Dell Latitude 5580 L	D23N9H2	DA	30BT-36102
MIS	Itronix GR XR 1	ZZGEG7200ZZ6985	Sheriff's Office	59BT 32131
MIS	Panasonic Toughbook	5LTSA40564	Constable PCT 1	65BT-35520
MIS	Panasonic Toughbook	6ITSA82441	Constable PCT 1	65BT-35771
MIS	Panasonic Toughbook	6HTSA77976	Constable PCT 1	65BT-35770
MIS	Dell Latitude E5500	6NFFHL1	County Judge	15BT-33691
MIS	Dell Latitude E5500	258VCL1	Sheriff's Office	59BT-33688
MIS	Dell Optiplex 755	FLPKKH1	Sheriff's Office	59BT-33179
	PRINTERS			
MIS	HP LaserJet 1300DN		Dclerk	31BT-27846
MIS				

Misc monitors, keyboards untagged and unusable

Approved by Commissioners' Court _____

2ND AMENDMENT TO LEASE AGREEMENT

This first rental agreement amendment (the "First Amendment"), is made and entered into this 12th day of April, 2022, by and between Jefferson County, ("Lessor") and Stone Oak Management, LLC. ("Lessee").

RECITALS

Whereas on October 1st, 2019, Lessor and Lessee entered into a certain Hangar/Office Lease Agreement (the "Lease Agreement"), whereby Lessee leased hangar and storage space from Lessor;

Whereas on September 15th, 2020, Lessor and Lessee amended the agreement to add a Hangar 7 – Hangar Unit, to their lease agreement;

Whereas, Lessee desires to remove a Hangar 7 – Hangar Unit from the agreement, and;

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 2. RATE** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

RATE

2. RATE: For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "**Hangar 7 – Unit 1**" containing **6,750** square feet, more or less, of hangar space at a rate of **$2.52 annually per sqft ($1,417.50/month $17,010.00/year)**, and "**Hangar 7 – Office A & B**" containing **830** square feet, more or less, of office space at a rate of **$10.05 annually per sqft ($695.13/month $8,341.50/year)**, for a total hangar and office rental rate of (**$2,112.63/month $25,351.56/year**). New rate to be effective April 1, 2022.

LESSOR: Jefferson County - Jack Brooks Regional Airport

By:_____
Jeff Branick – Jefferson County Judge

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSEE: Stone Oak Management

By:_____
James Kerr – Stone Oak Management

JEFFERSON COUNTY SHERIFF'S OFFICE
Zena Stephens, Sheriff
5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2022

DATE: March 28, 2022

Please transfer $350,000 from budget account 120-3062-423-20-03 (Employee Insurance) and $150,000 from budget account 120-3059-421-10-43 (Deputies) to 120-3062-423-10-98 (Overtime) for overtime at the Correctional Facility.

Chief John Shauberger

Fran Lee

Subject: FW: budget amendment

Importance: High

From: Joe Zurita <jzurita@co.jefferson.tx.us>
Sent: Monday, March 28, 2022 11:24 AM
To: Fran Lee <flee@co.jefferson.tx.us>
Subject: budget amendment
Importance: High

Good Morning, I require additional fund for my automotive account 120-8095-417-400-08 at least $50,000, what is your suggestion? With the price of gas keeps going up I cannot transfer any from my gas budget. And a sheriff deputy backed into a new Tahoe sitting in the parting lot, he also was driving a new Tahoe.

Consider and approve budget amendment - Service Center - additional cost for repairs

120-8095-417-4008	Automobiles & Trucks	50,000	
120-9999-415-9999	Contingency		50,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: MARCH 28, 2022

The following budget amendment for the County Court at Law II is necessary for additional cost for indigent defense:

120-2052-412-5072	Pauper Attorney Fees	$60,000	
110-2027-412-5055	Petit Jurors		$60,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: MARCH 28, 2022

The following budget amendment for the County Court at Law III is necessary for additional cost for indigent defense:

120-2052-412-5072	Pauper Attorney Fees	$50,000
110-2027-412-5055	Petit Jurors	$50,000

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

For Fiscal Year
September 30, 2021

JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

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PB&H

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable County Judge and
Commissioners Court
Jefferson County, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated March 18, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 18, 2022

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

The Honorable County Judge and
Commissioners' Court
Jefferson County, Texas

Report on Compliance for Each Major Federal Program

We have audited Jefferson County, Texas' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Jefferson County, Texas' major federal programs for the year ended September 30, 2021. Jefferson County, Texas' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Jefferson County, Texas' major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Jefferson County, Texas' compliance.

Opinion on Each Major Federal Program

In our opinion, Jefferson County, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Report on Internal Control over Compliance

Management of Jefferson County, Texas is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Jefferson County, Texas' internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 18, 2022

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Grantor/Pass-through Grantor/ Program Title	Assistance Listing Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
FEDERAL PROGRAMS				
U.S. Department of Agriculture				
Passed through the Texas Department of Agriculture:				
Summer Food Service Program	10.559	806780706	$ 9,245	$ -
Total Passed through the Texas Department of Agriculture			9,245	-
Total U.S. Department of Agriculture			9,245	-
U.S. Department of Housing and Urban Development				
Passed through the Texas Departent of Agriculture:				
Cheek Step Sewer Improvement #6	14.228	TDCP - 7218240	48,923	-
Total Passed through the Texas Department of Agriculture			48,923	-
Passed through the Texas General Land Office:				
Community Development Block Grant/States Program - Harvey Home Buyout	14.228	20-065-121-C242	39,079	-
Community Development Block Grant/States Program - Harvey Infrastructure	14.228	20-065-121-C408	69,522	-
Total Passed through the Texas General Land Office			108,601	-
Total U.S. Department of Housing and Urban Development			157,524	-
U.S. Department of the Interior				
Passed through the Texas Historical Commission				
Emergency Supplemental Historic Preservation Fund	15.957	TX-02-10026	26,552	-
Total Passed through the Texas Historical Commission			26,552	-
Total U.S. Department of the Interior			26,552	-
U.S. Department of Justice				
Passed through the Office of the Governor, Criminal Justice Division:				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-09	92,025	-
Violence Against Women Formula Grants	16.588	13466-23	70,595	-
Violence Against Women Formula Grants	16.588	13466-24	10,194	-
Total Passed through the Office of the Governor, Criminal Justice Division			172,814	-
Passed through the City of Beaumont:				
Edward Byrne Memorial Formula Grant Program	16.738	2018DJBX0416	459	
Edward Byrne Memorial Formula Grant Program	16.738	2019DJBX0566	512	
Edward Byrne Memorial Formula Grant Program	16.738	2020DJBX0647	16,481	-
Total Passed through the City of Beaumont			17,452	-
Direct Programs:				
Coronavirus Emergency Supplemental Funding	16.034	4151201	13,200	-
Coverdell Forensic Science Improvement	16.742	4131701	29,857	-
Equitable Sharing Funds	16.922	N/A	50,731	-
Total Direct Programs			93,788	-
Total U.S. Department of Justice			284,054	-
U.S. Department of Transportation				
Passed through Federal Aviation Administration:				
Airport Improvement Program - COVID 19	20.106	3-48-0018-037-2020	2,263,576	-
Taxiway Alpha Rehabilitation & Reallignment	20.106	3-48-0018-035-2020	164,938	-
Airport Master Plan Update	20.106	3-48-0018-036-2020	308,444	-
Rehabilitate Taxiway Delta (Phase IV)	20.106	3-48-0018-033-2017	248,857	-
Total Passed through Federal Aviation Administration			2,985,815	-
Passed through the Texas Department of Transportation:				
Step Impaired Driver Mobilization	20.600	2021-Jeffersoncoso-S-1YG-00100	18,046	-
Total Passed Through the Texas Department of Transportation			18,046	-
Total U.S. Department of Transportation			3,003,861	-

JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Grantor/Pass-through Grantor/ Program Title	Assistance Listing Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
U.S. Department Of Treasury				
Direct Program				
Equitable Sharing Funds	21.016	N/A	$ 1,313	$ -
Emergency Rental Assistance	21.023	ERA-2101123407	2,000,000	2,000,000
American Recovery Funds	21.027	SLT-0883	120,626	-
Total Direct Programs			2,121,939	2,000,000
Passed through Texas Department of Emergency Management:				
Coronavirus Relief Fund - COVID-19	21.019	N/A	132,682	-
Total Passed through Texas Department of Emergency Management			132,682	-
Total U.S. Department Of Treasury			2,254,621	2,000,000
General Services Administration				
Passed through Texas Facilities Commission				
Donation of Federal Surplus Peronsal Property	39.003	N/A	174,617	-
Total Passed through Texas Facilities Commission			174,617	-
Total General Services Administration			174,617	-
U.S. Election Assistance Commission				
Passed Through Texas Secretary of State				
HAVA Cares Act	90.404	TX20101CARES-123	45,745	-
Total Passed Through Texas Secretary of State			45,745	-
Total U.S. Election Assistance Commission			45,745	-
U.S. Department of Health & Human Services				
Passed Through Texas Department of Family & Protective Services:				
Child Welfare Services	93.658	HHS000285000032	18,331	-
Legal Services	93.658	HHS000285100022	97,501	-
Total Passed Through Texas Department of Family & Protective Services			115,832	-
Total U.S. Department of Health & Human Services			115,832	-
Office of the National Drug Control Policy				
Direct programs:				
High Intensity Drug Trafficking Area Program	95.001	G20HN0029A	8,100	-
Total Direct Programs			8,100	-
Total Office of the National Drug Control Policy			8,100	-
U.S. Department of Homeland Security				
Direct programs:				
2020 Port Security Grant	97.056	EMW-2020-PU-00103	123,270	-
Total Direct Programs			123,270	-
Passed Through Texas Department of Emergency Management:				
Disaster Grants - Public Assistance - Hurricane Harvey	97.036	FEMA-4332-DR-Hurricane Harvey	769,200	-
Emergency Management Performance Grant	97.042	2021-EMPG-TX	33,369	-
Homeland Security Grant Program - LETPA Sustaining	97.067	4051401	23,600	-
Total Passed Through Texas Department of Emergency Management			826,169	-
Total U.S. Department of Homeland Security			949,439	-
Total Expenditures of Federal Awards			$ 7,029,590	$ 2,000,000

JEFFERSON COUNTY, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS

SEPTEMBER 30, 2021

1. The County utilizes the fund types specified in the Resource Guide.

Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund, Capital Projects Funds, Enterprise Funds or the General Fund. GASB Statement No. 54 allows grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, used balances are returned to the grantor at the close of specified project periods.

2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. Most federal and state grant funds were accounted for in the Special Revenue Funds, Capital Projects Funds, or the General Fund, components of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental funds, the private purpose trust funds, and agency funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. The County also accounts for grants in its enterprise funds. The accrual basis of accounting is used for enterprise funds.

Federal grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned.

3. The period of availability for federal grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal or state project period, extended 30 days beyond the federal or state project period ending date, in accordance with provisions in Section H.

4. The County did not elect to apply the 10% de minimis indirect cost rate.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Summary of Auditor's Results

Financial Statements:	
Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None
Federal Awards:	
Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of Uniform Guidance?	None
Identification of major programs:	
Assistance Listing Number(s)	Name of Federal Program or Cluster:
20.106	Airport Improvement Program
21.023	Emergency Rental Assistance Program
Dollar threshold used to distinguish between type A and type B federal programs	$750,000
Auditee qualified as low-risk auditee? for federal single audit?	Yes

Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal Awards

None

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST – 7TH FLOOR
BEAUMONT, TEXAS 77701

SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

None

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Jefferson County

Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing

FROM: Commissioner Everette Alfred

DATE: March 28, 2022

RE: **Transfer Funds - Out of Series**

Please make the following transfer as indicated. Thank you.

- Transfer **$4,100** from account # 114-0402-431.10-28 (Laborers) into account # 114-0409-431.60-02 (Computer Equipment) for purchase of three computers; and

- Transfer **$20,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0405-431.30-34 (Diesel Fuel) for additional cost of diesel.

Thank you

EA/nr

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	55.50	493879	
CHAPMAN VENDING	1,089.27	493913	
			1,144.77**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	97.21	493759	
MUNRO'S	31.35	493763	
SAM'S CLUB DIRECT	200.44	493861	
TRUX SERVICE BODY & RIGGING LLC	575.00	493899	
GULF COAST	664.20	493900	
			1,568.20**
ROAD & BRIDGE PCT.#2			
ENTERGY	136.45	493750	
ENTERGY	26.76	493751	
CHARTER COMMUNICATIONS HOLDINGS LLC	142.49	493928	
			305.70**
ROAD & BRIDGE PCT. # 3			
COASTAL WELDING SUPPLY	52.15	493735	
FARM & HOME SUPPLY	174.17	493742	
MOTION INDUSTRIES, INC.	62.46	493762	
MUNRO'S	33.15	493763	
PHILPOTT MOTORS, INC.	515.86	493769	
AT&T	77.36	493783	
SOUTHERN TIRE MART, LLC	397.70	493789	
INTERSTATE ALL BATTERY CENTER - BMT	101.94	493846	
B-GREENER INDUSTRIAL CLEANERS LLC	2,837.44	493852	
SILSBEE FORD INC	862.95	493871	
O'REILLY AUTO PARTS	243.92	493893	
			5,359.10**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	410.10	493720	
CITY OF BEAUMONT - WATER DEPT.	21.56	493730	
ENTERGY	1,230.78	493750	
MUNRO'S	165.48	493763	
O'REILLY AUTO PARTS	69.99	493893	
			1,897.91**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.96	493809	
CANON SOLUTIONS AMERICA INC	159.72	493865	
FUNCTION 4 LLC	986.37	493884	
			1,148.05**
PARKS & RECREATION			
AUDILET TRACTOR SALES	173.40	493724	
ENTERGY	346.27	493750	
LOWE'S HOME CENTERS, INC.	299.86	493820	
			819.53**
GENERAL FUND			
TAX OFFICE			
PITNEY BOWES, INC.	425.56	493770	
CDW COMPUTER CENTERS, INC.	543.97	493793	
UNITED STATES POSTAL SERVICE	916.87	493809	
			1,886.40*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	11.37	493809	
			11.37*
AUDITOR'S OFFICE			
CDW COMPUTER CENTERS, INC.	86.21	493793	
UNITED STATES POSTAL SERVICE	.46	493809	
SHI GOVERNMENT SOLUTIONS, INC.	871.80	493815	
			958.47*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	1,266.45	493793	
UNITED STATES POSTAL SERVICE	262.80	493809	
ENGINEERING INNOVATION	72.04	493883	
			1,601.29*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	195.00	493740	
OFFICE DEPOT	270.50	493766	
LINDA F PATTERSON	1,417.50	493767	
UNITED STATES POSTAL SERVICE	.46	493809	
ROCKY LAWDERMILK	1,850.00	493821	
HUBERT OXFORD IV	500.00	493840	
FRED JACKSON	161.46	493841	
JERRY JOHN BRAGG	500.00	493849	
FRANCES BLAIR BETHEA	500.00	493850	
JOSHUA C HEINZ	500.00	493860	
JONATHAN VERNON	500.00	493880	
			6,394.92*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	86.67	493809	
			86.67*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	1,694.38	493884	
BOSWORTH PAPERS	73.85	493910	
			1,768.23*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	143.00	493771	
UNITED STATES POSTAL SERVICE	5.63	493809	
CINTAS CORPORATION	58.49	493881	
			207.12*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	30.00	493757	
ADVANCED STAFFING	97.50	493790	
AMERICAN ARBITRATION ASSOCIATION	150.00	493816	
CHARTER COMMUNICATIONS HOLDINGS LLC	646.59	493923	
			924.09*
DATA PROCESSING			
OFFICE DEPOT	53.98	493766	
CDW COMPUTER CENTERS, INC.	6,388.20	493793	
LINDENMEYR MUNROE	1,785.90	493909	
STEEPMEADOW SOLUTIONS, LLC	168.56	493918	
			8,396.64*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	321.71	493809	
			321.71*
DISTRICT ATTORNEY			
OFFICE DEPOT	877.31	493766	
TBLS - TEXAS BOARD OF LEGAL	225.00	493785	
UNITED STATES POSTAL SERVICE	161.30	493809	
SCANSTAT TECHNOLOGIES	170.92	493854	
THOMSON REUTERS-WEST	715.62	493868	
NATIONAL BLACK PROSECUTORS ASSOC	550.00	493921	
			2,700.15*
DISTRICT CLERK			
CDW COMPUTER CENTERS, INC.	5,487.95	493793	
UNITED STATES POSTAL SERVICE	341.56	493809	
			5,829.51*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	800.00	493721	
RENE MULHOLLAND	1,013.65	493786	
KEVIN S. LAINE	800.00	493791	
LANGSTON ADAMS	900.00	493822	
			3,513.65*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT	63.35	493810	
			63.35*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	13.72	493809	
			13.72*
252ND DISTRICT COURT			
NATHAN REYNOLDS, JR.	800.00	493775	
BRUCE N. SMITH	12,479.53	493782	
UNITED STATES POSTAL SERVICE	1.38	493809	
JOEL WEBB VAZQUEZ	3,087.50	493829	
LAURIE PEROZZO	800.00	493847	
JARED GILTHORPE	800.00	493874	
			17,968.41*
279TH DISTRICT COURT			
LAIRON DOWDEN, JR.	325.00	493738	
NATHAN REYNOLDS, JR.	220.00	493775	
WILLIAM FORD DISHMAN	440.00	493870	
GORDON D FRIESZ	1,100.00	493878	
ALICIA K HALL PLLC	253.00	493905	
			2,338.00*
317TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	493723	
MARVA PROVO	325.00	493772	
ANITA F. PROVO	600.00	493773	
WENDELL RADFORD	325.00	493774	
KEVIN S. LAINE	325.00	493791	
CHARLES ROJAS	300.00	493795	
GLEN M. CROCKER	1,350.00	493817	
KIMBERLY PHELAN, P.C.	325.00	493835	
MATUSKA LAW FIRM	650.00	493873	
ALICIA K HALL PLLC	15.00	493905	
			4,540.00*
JUSTICE COURT-PCT 1 PL 1			
TAC - TEXAS ASSN. OF COUNTIES	230.00	493784	
UNITED STATES POSTAL SERVICE	26.84	493809	
			256.84*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	30.50	493809	
			30.50*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	38.82	493809	
SIERRA SPRING WATER CO. - BT	10.99	493811	
			49.81*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	222.40	493766	
			222.40*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	6.45	493809	
			6.45*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	250.00	493721	
THOMAS J. BURBANK PC	250.00	493727	
A. MARK FAGGARD	250.00	493741	
EDWARD B. GRIPON, M.D., P.A.	595.00	493748	
NATHAN REYNOLDS, JR.	650.00	493775	
UNITED STATES POSTAL SERVICE	11.13	493809	
SIERRA SPRING WATER CO. - BT	52.36	493812	
MATUSKA LAW FIRM	1,050.00	493873	
THE SAMUEL FIRM, PLLC	250.00	493897	
LAW OFFICE OF CHARLES MCINTOSH	550.00	493904	
CARRIER & ALLISON LAW GROUP PC	750.00	493908	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	493912	
			5,058.49*
COUNTY COURT AT LAW NO. 3			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	12.12	493809	
			12.12*
COURT MASTER			
OFFICE DEPOT	132.08	493766	
UNITED STATES POSTAL SERVICE	1.06	493809	
KENT W JOHNS	1,000.00	493856	
BUDDIE J HAHN	940.47	493902	
			1,809.45*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	.92	493809	
			.92*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	40.46	493733	
FED EX	34.18	493743	
MCNEILL INSURANCE AGENCY	71.00	493761	
OFFICE DEPOT	363.59	493766	
SAM'S WESTERN WEAR, INC.	118.70	493777	
AT&T	321.24	493783	
UNITED STATES POSTAL SERVICE	2,532.50	493809	
HOMICIDE INVESTIGATORS OF TEXAS INC	250.00	493814	
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	493819	
STANLEY SHIPPER	54.95	493825	
GALLS LLC	253.75	493877	
TEXAS DIVISION OF EMERGENCY MANAGEM	300.00	493901	
			4,410.27*
CRIME LABORATORY			
FED EX	22.35	493744	
OFFICE DEPOT	167.60	493766	
HENRY SCHEIN, INC.	214.29	493779	
CDW COMPUTER CENTERS, INC.	449.53	493793	
CLEAN HARBORS ENVIRONMENTAL SERVICE	83.91	493824	
LEE BIOSOLUTIONS INC	384.00	493863	
ALDINGER COMPANY	685.00	493866	
			2,006.68*
JAIL - NO. 2			
BOB BARKER CO., INC.	2,070.25	493726	
W.W. GRAINGER, INC.	483.92	493747	
JACK BROOKS REGIONAL AIRPORT	1,450.68	493756	
AT&T	1,027.85	493783	
CDW COMPUTER CENTERS, INC.	148.02	493793	
INTERCONTINENTAL JET CORP	1,848.30	493831	
TRISTAR RISK MANAGEMENT	863.14	493832	
INTERSTATE ALL BATTERY CENTER - BMT	403.90	493846	
WORLD FUEL SERVICES	2,099.47	493848	
SAFETY SOURCE APPAREL	325.00	493862	
CONSTELLATION NEWENERGY - GAS DIVIS	3,638.72	493864	
MATERA PAPER COMPANY INC	9,603.72	493867	
GALLS LLC	694.36	493877	
CORRHEALTH LLC	109,652.55	493890	
US FLAG AND FLAGPOLE SUPPLY	447.09	493892	
			134,756.97*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	6.36	493809	
SHERONDA LEE	79.56	493888	
			85.92*
JUVENILE DETENTION HOME			
FLOWERS FOODS	208.81	493826	
BEN E KEITH FOODS	3,348.99	493827	
BIG THICKET PLUMBING INC	300.00	493891	
			3,857.80*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	38.81	493809	
			38.81*
CONSTABLE-PCT 2			

NAME	AMOUNT	CHECK NO.	TOTAL
US POSTAL SERVICE	500.00	493818	
			500.00*
CONSTABLE-PCT 6			
COCOMO JOE'S	48.00	493737	
UNITED STATES POSTAL SERVICE	5.99	493809	
			53.99*
COUNTY MORGUE			
SALAM INTERNATIONAL, INC	2,710.69	493796	
			2,710.69*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	149.83	493766	
EPSILON SIGMA PHI	160.00	493920	
			309.83*
HEALTH AND WELFARE NO. 1			
CALVARY MORTUARY	1,500.00	493728	
CLAYBAR FUNERAL HOME, INC.	3,000.00	493734	
ENTERGY	70.00	493752	
OFFICE DEPOT	265.41	493766	
MCKESSON MEDICAL-SURGICAL INC	390.08	493794	
CLAYBAR HAVEN OF REST	3,120.00	493807	
UNITED STATES POSTAL SERVICE	63.21	493809	
CLEAN HARBORS ENVIRONMENTAL SERVICE	83.89	493824	
CLIA LABORATORY PROGRAM	180.00	493836	
PROCTOR'S MORTUARY INC	1,500.00	493851	
CENTERPOINT ENERGY RESOURCES	70.00	493886	
TEXAS MEDICAL LIABILITY TRUST	976.50	493907	
			11,219.09*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	2,618.00	493746	
LEVINGSTON FUNERAL HOME	1,500.00	493758	
PETTY CASH - S C WELFARE	223.33	493768	
CLEAN HARBORS ENVIRONMENTAL SERVICE	83.78	493824	
CLIA LABORATORY PROGRAM	360.00	493836	
TEXAS MEDICAL LIABILITY TRUST	976.50	493907	
CHARTER COMMUNICATIONS HOLDINGS LLC	166.51	493925	
			5,928.12*
NURSE PRACTITIONER			
LESLIE RIGGS	9.98	493875	
			9.98*
ENVIRONMENTAL CONTROL			
AT&T	34.21	493783	
			34.21*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	43,054.23	493869	
TDS OPERATING INC	124.74	493889	
CORLISS R RANDLE	600.00	493896	
MICHAEL BARNES	2,400.00	493917	
			46,178.97*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	10,398.93	493730	
COBURN SUPPLY COMPANY INC	6,211.27	493736	
ECOLAB	212.47	493739	
W.W. GRAINGER, INC.	335.11	493747	
ENTERGY	37,852.58	493750	
M&D SUPPLY	155.87	493759	
RITTER @ HOME	343.92	493776	
SANITARY SUPPLY, INC.	36.48	493778	
ACE IMAGEWEAR	235.96	493781	
PLUMBING SOLUTIONS	170.00	493914	
TRIANGLE ART & FRAME	142.00	493915	
CHARTER COMMUNICATIONS HOLDINGS LLC	174.86	493927	
			56,269.45*
MAINTENANCE-PORT ARTHUR			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF PORT ARTHUR - WATER DEPT.	697.99	493731	
MUSTANG RENTAL SERVICES	1,430.80	493764	
AT&T	1,382.12	493783	
HOWARD'S AUTO SUPPLY	52.44	493792	
TEXAS GAS SERVICE	650.53	493823	
PARKER LUMBER	81.93	493853	
CHARTER COMMUNICATIONS HOLDINGS LLC	106.55	493924	
			4,402.36*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	71.39	493733	
ENTERGY	455.56	493750	
			526.95*
SERVICE CENTER			
ACTION AUTO GLASS	426.78	493722	
HI-LINE	236.00	493754	
J.K. CHEVROLET CO.	261.57	493755	
M&D SUPPLY	131.35	493759	
OFFICE DEPOT	79.06	493766	
PHILPOTT MOTORS, INC.	145.46	493769	
JEFFERSON CTY. TAX OFFICE	7.50	493797	
JEFFERSON CTY. TAX OFFICE	7.50	493798	
JEFFERSON CTY. TAX OFFICE	7.50	493799	
JEFFERSON CTY. TAX OFFICE	7.50	493800	
JEFFERSON CTY. TAX OFFICE	7.50	493801	
JEFFERSON CTY. TAX OFFICE	7.50	493802	
JEFFERSON CTY. TAX OFFICE	7.50	493803	
JEFFERSON CTY. TAX OFFICE	16.75	493804	
BUMPER TO BUMPER	1,660.40	493830	
AMERICAN TIRE DISTRIBUTORS	1,139.28	493843	
MIGHTY OF SOUTHEAST TEXAS	1,979.32	493857	
CINTAS CORPORATION	182.26	493881	
MIDNIGHT AUTO	89.95	493882	
			6,400.68*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	22.54	493809	
			22.54*
			346,693.99**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	31.90	493733	
MUNRO'S	71.94	493763	
TEXAS DEPT OF AGRICULTURE	75.00	493845	
			178.84**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	9,497.29	493903	
			9,497.29**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	114.00	493868	
			114.00**
EMPG GRANT			
FUNCTION 4 LLC	62.06	493884	
			62.06**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAMS INC	6,203.75	493838	
			6,203.75**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	68.07	493809	
CLEAN HARBORS ENVIRONMENTAL SERVICE	252.87	493824	
REDWOOD TOXICOLOGY LABORATORY	534.30	493837	
CHARTER COMMUNICATIONS HOLDINGS LLC	166.51	493926	
			1,021.75**
JEFF. CO. WOMEN'S CENTER			
CITY OF BEAUMONT - WATER DEPT.	339.86	493730	
			339.86**
COMMUNITY CORRECTIONS PRG			

NAME	AMOUNT	CHECK NO.	TOTAL
CIMA COMPANIES, INC.	868.90	493729	
M&D SUPPLY	70.00	493759	
MARKET BASKET	9.87	493760	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	899.80	493876	
			1,848.57**
LAW OFFICER TRAINING GRT			
GT DISTRIBUTORS, INC.	343.77	493745	
GALLS LLC	84.00	493877	
			427.77**
SCAAP GRANT			
SHIFTBOARD, INC	22,000.00	493919	
			22,000.00**
COUNTY RECORDS MANAGEMENT			
OFFICE DEPOT	149.67	493766	
UNITED STATES POSTAL SERVICE	1.96	493809	
			151.63**
CHEEK H2O & SEWER			
DAVID J. WAXMAN, INC.	3,400.00	493787	
W. JEFFERSON COUNTY M.W.D.	825.00	493788	
JET AERATION OF TEXAS LLC	42,834.43	493911	
			47,059.43**
DEPT STATE HEALTH GRANT			
OFFICE DEPOT	204.85	493766	
			204.85**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	154.50	493725	
HALL-MCSWEEN CANVAS & UPHOLSTERY	165.00	493753	
FUNCTION 4 LLC	180.41	493884	
CHARTER COMMUNICATIONS HOLDINGS LLC	130.63	493922	
			630.54**
CAPITAL PROJECTS FUND			
CITY OF PORT NECHES	69,374.76	493732	
HARDIN COUNTY	6,086.82	493805	
THE HEARTFIELD LAW FIRM	13,740.61	493855	
FREESE AND NICHOLS, INC	12,538.50	493916	
			101,740.69**
AIRPORT FUND			
CITY OF NEDERLAND	349.44	493733	
COCOMO JOE'S	180.00	493737	
W.W. GRAINGER, INC.	176.44	493747	
MUNRO'S	98.98	493763	
OFFICE DEPOT	23.00	493766	
SANITARY SUPPLY, INC.	474.26	493778	
SETZER HARDWARE, INC.	9.70	493780	
UNITED STATES POSTAL SERVICE	.46	493809	
LOWE'S HOME CENTERS, INC.	50.97	493820	
ROBERT'S TEXACO XPRESS LUBE	28.00	493842	
ACT PIPE AND SUPPLY	351.51	493844	
COUNTY HOME AND RANCH LP	20.49	493858	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	8.30	493872	
M&R FLEET SERVICES, INC.	34.93	493894	
TITAN AVIATION FUELS	83,184.29	493895	
			84,990.77**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	493834	
EXPRESS SCRIPTS INC	107,976.66	493887	
			121,726.66**
SETEC FUND			
CDW COMPUTER CENTERS, INC.	825.00	493793	
			825.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	2,956.10	493833	
			2,956.10**
PAYROLL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. - FLEXIBLE SPENDING	14,437.00	493701	
CLEAT	270.00	493702	
JEFFERSON CTY. TREASURER	13,181.97	493703	
RON STADTMUELLER - CHAPTER 13	182.31	493704	
INTERNAL REVENUE SERVICE	208.00	493705	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,920.00	493706	
JEFFERSON CTY. COMMUNITY SUP.	6,624.47	493707	
JEFFERSON CTY. TREASURER - HEALTH	539,574.91	493708	
JEFFERSON CTY. TREASURER - PAYROLL	1,880,367.42	493709	
JEFFERSON CTY. TREASURER - PAYROLL	644,208.78	493710	
MONY LIFE INSURANCE OF AMERICA	72.54	493711	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,932.94	493712	
JEFFERSON CTY. TREASURER - TCDRS	746,194.50	493713	
JEFFERSON COUNTY TREASURER	2,923.66	493714	
JEFFERSON COUNTY - TREASURER -	8,094.98	493715	
NECHES FEDERAL CREDIT UNION	34,005.96	493716	
JEFFERSON COUNTY - NATIONWIDE	61,760.42	493717	
CONSERVE	185.58	493718	
INVESCO INVESTMENT SERVICES, INC	806.66	493719	
INVESCO INVESTMENT SERVICES, INC	1,094.99	493898	
			3,960,047.09**
ARPA CORONAVIRUS RECOVERY			
ENTERGY	1,103.49	493750	
TIDAL BASIN GOVERNMENT CONSULTING	9,805.00	493906	
			10,908.49**
J C ASSISTANCE DISTRICT 4			
ENTERGY	9.04	493750	
			9.04**
GLO DISASTER RECOVERY			
LJA ENGINEERING INC	33,960.00	493859	
			33,960.00**
MARINE DIVISION			
CITY OF NEDERLAND	21.40	493733	
JACK BROOKS REGIONAL AIRPORT	120.68	493756	
OFFICE DEPOT	24.58	493766	
RITTER @ HOME	112.47	493776	
SIERRA SPRING WATER CO. - BT	124.68	493813	
PETROLEUM SOLUTIONS, INC.	293.00	493828	
THE DINGO GROUP-PETE JORGENSON MARI	638.57	493839	
WORLD FUEL SERVICES	176.61	493848	
GALLS LLC	574.00	493877	
VECTOR SECURITY	39.95	493885	
			2,125.94**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	111.69	493806	
			111.69**
			4,768,079.06***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	55.50	494132	
			55.50**
ROAD & BRIDGE PCT.#1			
MUNRO'S	27.85	493978	
S.E. TEXAS BUILDING SERVICE	175.00	493993	
SOUTHEAST TEXAS WATER	26.00	493994	
SUPERIOR SUPPLY & STEEL	392.00	494027	
UNITED STATES POSTAL SERVICE	1.60	494046	
PETROLEUM SOLUTIONS, INC.	171.50	494072	
LONE STAR TRENCHER PARTS LLC	61.35	494119	
FUNCTION 4 LLC	31.00	494141	
			886.30**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	5,691.09	493932	
CITY OF NEDERLAND	52.50	493945	
EASTEX RUBBER & GASKET	71.52	493948	
RB EVERETT & COMPANY, INC.	107,597.00	493949	
ENTERGY	20.76	493958	
MUNRO'S	20.00	493978	
OFFICE DEPOT	79.84	493982	
SETZER HARDWARE, INC.	89.99	493990	
SMART'S TRUCK & TRAILER, INC.	104.43	493992	
TRI-CITY FASTENER & SUPPLY	207.24	494008	
BUMPER TO BUMPER	272.70	494075	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	59.90	494126	
FUNCTION 4 LLC	31.00	494141	
CY-FAIR TIRE	1,540.00	494158	
GULF COAST	1,188.29	494159	
			117,026.26**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	7,004.80	493932	
CITY OF PORT ARTHUR - WATER DEPT.	43.37	493944	
GULF COAST AUTOMOTIVE, INC.	125.42	493957	
ENTERGY	396.92	493958	
MUNRO'S	140.67	493978	
PHILPOTT MOTORS, INC.	764.03	493983	
SOUTHERN TIRE MART, LLC	675.80	494017	
HOWARD'S AUTO SUPPLY	1,613.30	494020	
TEXAS GAS SERVICE	287.33	494064	
WINDSTREAM	48.13	494083	
KNIFE RIVER	1,141.84	494087	
SILSBEE FORD INC	165.00	494121	
TRANSIT & LEVEL CLINIC LLC	489.83	494133	
SMITTY'S HAMSHIRE GULF	15.00	494136	
FUNCTION 4 LLC	62.00	494141	
GREAT LAKES PETROLEUM CO	3,517.17	494182	
			16,490.61**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	9,006.23	493932	
BEAUMONT TRACTOR COMPANY	72.78	493938	
ENTERGY	17.65	493958	
M&D SUPPLY	17.03	493972	
MUNRO'S	100.03	493978	
SMART'S TRUCK & TRAILER, INC.	309.74	493992	
VULCAN MATERIALS CO.	34,719.48	494012	
W. JEFFERSON COUNTY M.W.D.	82.24	494013	
SOUTHERN TIRE MART, LLC	161.95	494017	
BEAUMONT FREIGHTLINER WESTERN STAR	329.30	494079	
CHALK'S TRUCK PARTS INC	1,323.44	494086	
NATALIE ROBERTS	9.00	494091	
ON TIME TIRE	302.99	494113	
ASCO	21,158.68	494118	
FUNCTION 4 LLC	112.00	494141	
BASE-SEAL INTERNATIONAL INC	58,080.00	494161	
			125,802.54**
ENGINEERING FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	114.61	494042	
UNITED STATES POSTAL SERVICE	1.16	494046	
SOUTH CENTRAL ARC USER GROUP	30.00	494056	
FUNCTION 4 LLC	62.00	494141	
			207.77**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	41.58	493944	
ENTERGY	9.61	493958	
JIFFY TROPHIES	935.41	493969	
W. JEFFERSON COUNTY M.W.D.	55.34	494013	
			1,041.94**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD	500.00	494090	
			500.00*
TAX OFFICE			
DELL MARKETING L.P.	1,060.01	493947	
OFFICE DEPOT	732.61	493982	
ACE IMAGEWEAR	39.42	493991	
SOUTHEAST TEXAS WATER	301.50	493995	
AT&T	114.63	494003	
UNITED STATES POSTAL SERVICE	699.46	494046	
UNITED STATES POSTAL SERVICE	48.38	494047	
FUNCTION 4 LLC	155.00	494141	
			3,151.01*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	11.88	494046	
FUNCTION 4 LLC	31.00	494141	
			42.88*
AUDITOR'S OFFICE			
OFFICE DEPOT	247.56	493982	
SOUTHEAST TEXAS WATER	34.95	493997	
UNITED STATES POSTAL SERVICE	52.60	494046	
FUNCTION 4 LLC	31.00	494141	
			366.11*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	169.48	494046	
UNITED STATES POSTAL SERVICE	111.92	494047	
SIERRA SPRING WATER CO. - BT	65.86	494050	
FUNCTION 4 LLC	93.00	494141	
FUNCTION4	695.72	494183	
			1,135.98*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	1.38	494046	
HUBERT OXFORD IV	500.00	494092	
FUNCTION 4 LLC	31.00	494141	
CARRIER & ALLISON LAW GROUP PC	500.00	494170	
			1,032.38*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.26	494046	
FUNCTION 4 LLC	31.00	494141	
			32.26*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	282.93	494046	
FUNCTION 4 LLC	62.00	494141	
			344.93*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	494141	
			350.00*
PURCHASING DEPARTMENT			
STATE COMPTROLLER OF PUBLIC ACCOUNT	100.00	494004	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	3.25	494046	
FUNCTION 4 LLC	31.00	494141	
			134.25*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,901.19	493937	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	494007	
INTERFACE EAP	1,324.35	494016	
ADVANCED STAFFING	97.50	494018	
VERIZON WIRELESS	265.95	494041	
CRIME STOPPERS OF SOUTHEAST TEXAS	4,804.00	494150	
CHARTER COMMUNICATIONS	2,442.76	494196	
			13,535.75*
DATA PROCESSING			
FUNCTION 4 LLC	31.00	494141	
			31.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	210.93	494046	
FUNCTION 4 LLC	31.00	494141	
			241.93*
ELECTIONS DEPARTMENT			
THE EXAMINER	1,980.00	493950	
SIERRA SPRING WATER CO. - BT	42.42	494049	
A. RIFKIN COMPANY	361.24	494074	
AT&T MOBILITY	2,098.55	494131	
FUNCTION 4 LLC	31.00	494141	
			4,513.21*
DISTRICT ATTORNEY			
KEITH HAWKES	70.00	493961	
OFFICE DEPOT	632.74	493982	
RENE MULHOLLAND	313.50	494011	
UNITED STATES POSTAL SERVICE	191.33	494046	
SETAP	130.00	494094	
REALTIME REPORTING SERVICES INC.	150.00	494110	
FUNCTION 4 LLC	155.00	494141	
AGACL	1,350.00	494157	
			2,992.57*
DISTRICT CLERK			
OFFICE DEPOT	737.36	493982	
UNITED STATES POSTAL SERVICE	301.73	494046	
B&H PHOTO VIDEO PRO AUDIO	305.24	494114	
FUNCTION 4 LLC	31.00	494141	
			1,375.33*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	493933	
EDWARD B. GRIPON, M.D., P.A.	595.00	493956	
MARSHA NORMAND	8,750.00	493980	
OFFICE DEPOT	163.70	493982	
KEVIN PAULA SEKALY PC	8,750.00	493989	
KEVIN S. LAINE	4,375.00	494019	
FUNCTION 4 LLC	62.00	494141	
			31,445.70*
58TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	494141	
			31.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	494141	
			31.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	4.15	494046	
LEXIS-NEXIS	80.00	494048	
FUNCTION 4 LLC	31.00	494141	
			115.15*
172ND DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	113.69	493982	
UNITED STATES POSTAL SERVICE	22.88	494046	
LEXIS-NEXIS	80.00	494048	
FUNCTION 4 LLC	31.00	494141	
			247.57*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	2,501.70	493940	
EDWARD B. GRIPON, M.D., P.A.	595.00	493956	
OFFICE DEPOT	18.89	493982	
MIKE VAN ZANDT	8,750.00	494010	
KEVIN S. LAINE	4,375.00	494019	
CHARLES ROJAS	8,750.00	494026	
UNITED STATES POSTAL SERVICE	37.31	494046	
ALLEN PARKER	8,750.00	494103	
BRITTANIE HOLMES	8,750.00	494115	
M.K. HAMZA, PHD, P.A.	1,200.00	494116	
FUNCTION 4 LLC	62.00	494141	
			43,789.90*
279TH DISTRICT COURT			
PHILLIP DOWDEN	467.50	493936	
NATHAN REYNOLDS, JR.	610.00	493984	
GERMER PLLC	1,012.00	494023	
CHARLES ROJAS	760.00	494026	
UNITED STATES POSTAL SERVICE	8.48	494046	
JOEL WEBB VAZQUEZ	325.00	494073	
KIMBERLY PHELAN, P.C.	550.00	494080	
TONYA CONNELL TOUPS	1,155.00	494089	
REAUD MORGAN & QUINN LLP	220.00	494096	
JASON ROBERT NICKS	110.00	494102	
JONATHAN L. STOVALL	110.00	494108	
LINDSAY LAW FIRM, PLLC	3,954.20	494109	
WILLIAM FORD DISHMAN	825.00	494120	
MATUSKA LAW FIRM	1,160.00	494123	
FUNCTION 4 LLC	31.00	494141	
ALICIA K HALL PLLC	2,486.00	494166	
SHELANDER LAW OFFICE	220.00	494175	
WALDENREYNARD, PLLC	440.00	494180	
			14,444.18*
317TH DISTRICT COURT			
TRACEY D. BURK	896.55	493941	
GLEN M. CROCKER	300.00	494055	
JOEL WEBB VAZQUEZ	2,850.00	494073	
KIMBERLY PHELAN, P.C.	550.00	494080	
RONALD PLESSALA	325.00	494093	
MATUSKA LAW FIRM	450.00	494123	
FUNCTION 4 LLC	31.00	494141	
			5,402.55*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	49.05	494046	
FUNCTION 4 LLC	31.00	494141	
			80.05*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	24.50	494046	
FUNCTION 4 LLC	31.00	494141	
			55.50*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	16.55	493982	
CLASSIC FORMS AND PRODUCTS	105.00	494066	
			121.55*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	494141	
			31.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	57.72	494046	
FUNCTION 4 LLC	31.00	494141	

NAME	AMOUNT	CHECK NO.	TOTAL
DIRECTV, LLC	75.48	494179	
			164.20*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	15.16	493982	
			15.16*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	344.54	494047	
FUNCTION 4 LLC	31.00	494141	
			375.54*
COUNTY COURT AT LAW NO.1			
SOUTHWEST BUILDING SYSTEMS	188.54	494000	
UNITED STATES POSTAL SERVICE	5.07	494046	
SIERRA SPRING WATER CO. - BT	84.36	494051	
EFFIE ROJO	24.18	494134	
FUNCTION 4 LLC	31.00	494141	
			333.15*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	300.00	493931	
JACK LAWRENCE	250.00	493934	
DONALD BOUDREAUX	250.00	493939	
THOMAS J. BURBANK PC	250.00	493940	
UNITED STATES POSTAL SERVICE	9.22	494046	
LANGSTON ADAMS	1,250.00	494061	
LAURIE PEROZZO	250.00	494099	
MATUSKA LAW FIRM	400.00	494123	
FUNCTION 4 LLC	31.00	494141	
THE SAMUEL FIRM, PLLC	250.00	494156	
CARRIER & ALLISON LAW GROUP PC	500.00	494170	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	494174	
			3,990.22*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	7.05	494046	
SIERRA SPRING WATER CO. - BT	50.36	494052	
LANGSTON ADAMS	300.00	494061	
FUNCTION 4 LLC	31.00	494141	
THE SAMUEL FIRM, PLLC	300.00	494156	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	494174	
THE WALKER LAW FIRM	900.00	494176	
			1,988.41*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.53	494046	
FUNCTION 4 LLC	31.00	494141	
RICHARD D HUGHES ATTORNEY AT LAW	1,700.00	494169	
			1,731.53*
MEDIATION CENTER			
OFFICE DEPOT	215.36	493982	
SOUTHEAST TEXAS WATER	65.35	493999	
UNITED STATES POSTAL SERVICE	1.84	494046	
FUNCTION 4 LLC	31.00	494141	
			313.55*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	494141	
			124.00*
SHERIFF'S DEPARTMENT			
DELL MARKETING L.P.	3,180.03	493947	
FED EX	42.37	493952	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,500.00	493965	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,355.00	493966	
CASH ADVANCE ACCOUNT	547.55	493968	
MCNEILL INSURANCE AGENCY	71.00	493974	
OFFICE DEPOT	221.78	493982	
AT&T	35.64	494003	
ORANGE COUNTY ASSOCIATION FOR	2,400.00	494015	
UNITED STATES POSTAL SERVICE	1,866.48	494046	

NAME	AMOUNT	CHECK NO.	TOTAL
BEAUMONT OCCUPATIONAL SERVICE, INC.	279.60	494057	
TRANSUNION RISK AND ALTERNATIVE	677.00	494125	
GALLS LLC	12,366.50	494128	
FUNCTION 4 LLC	310.00	494141	
THE MONOGRAM SHOP	156.00	494142	
			26,008.95*
CRIME LABORATORY			
FED EX	170.31	493953	
HENRY SCHEIN, INC.	41.75	493988	
SOUTHEAST TEXAS WATER	83.90	493996	
ULINE SHIPPING SUPPLY SPECIALI	78.99	494009	
CERILLIANT	193.20	494062	
CAYMAN CHEMICAL COMPANY	182.00	494104	
FUNCTION 4 LLC	31.00	494141	
HELMSBRISCOE RESOURCEONE	825.00	494160	
			1,606.15*
JAIL - NO. 2			
ENTERGY	37,067.39	493958	
JACK BROOKS REGIONAL AIRPORT	3,456.90	493967	
STEVE MORGAN	31.72	494053	
WORLD FUEL SERVICES	3,771.96	494100	
GALLS LLC	518.50	494128	
FUNCTION 4 LLC	217.00	494141	
BOSWORTH PAPERS	355.55	494171	
			45,419.02*
JUVENILE PROBATION DEPT.			
FED EX	29.30	493951	
EDWARD B. GRIPON, M.D., P.A.	900.00	493956	
UNITED STATES POSTAL SERVICE	3.98	494046	
SHANNA CITIZEN	75.47	494060	
LYNN BIERHALTER	128.70	494081	
TANISHA GRIFFIN	332.87	494124	
ROXANA MITCHELL	428.81	494129	
SUMMER KENNERSON	76.05	494137	
FUNCTION 4 LLC	93.00	494141	
EDWIN JAY FRANK	181.94	494147	
CHAD AVY ADVERTISING & DESIGN	958.75	494148	
TRISH DAVIS	150.35	494151	
BRENDA WOOD	117.00	494168	
			3,476.22*
JUVENILE DETENTION HOME			
ENTERGY	4,059.03	493958	
AT&T	704.58	494003	
FLOWERS FOODS	89.99	494070	
BEN E KEITH FOODS	3,380.26	494071	
AMERICAN RED CROSS	35.00	494127	
FUNCTION 4 LLC	31.00	494141	
			8,299.86*
CONSTABLE PCT 1			
OFFICE DEPOT	15.66	493982	
TEXAS STATE UNIVERSITY SAN MARS	150.00	494001	
UNITED STATES POSTAL SERVICE	47.67	494046	
FUNCTION 4 LLC	31.00	494141	
CENTRAL POLICE SUPPLY, LTD	250.00	494149	
			494.33*
CONSTABLE-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	315.00	494002	
			315.00*
CONSTABLE-PCT 4			
FUNCTION 4 LLC	31.00	494141	
			31.00*
CONSTABLE-PCT 6			
NATIONAL BUSINESS FURNITURE	399.00	493979	
UNITED STATES POSTAL SERVICE	7.12	494046	
FUNCTION 4 LLC	31.00	494141	
			437.12*
CONSTABLE PCT. 7			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	128.96	493982	
			128.96*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	494141	
			31.00*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	12,375.00	494105	
FORENSIC MEDICAL	96,000.00	494152	
			108,375.00*
AGRICULTURE EXTENSION SVC			
DAVID OATES	177.26	494135	
FUNCTION 4 LLC	31.00	494141	
			208.26*
HEALTH AND WELFARE NO. 1			
MERCY FUNERAL HOME	1,500.00	493975	
MCKESSON MEDICAL-SURGICAL INC	272.13	494024	
CLAYBAR HAVEN OF REST	2,080.00	494043	
UNITED STATES POSTAL SERVICE	51.97	494046	
PROCTOR'S MORTUARY INC	3,000.00	494106	
FUNCTION 4 LLC	62.00	494141	
VECTOR SECURITY	6,422.03	494143	
EZEA D EDE MD	2,932.58	494167	
			16,320.71*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	493954	
ENTERGY	70.00	493960	
MOODY-HARRIS FUNERAL HOME	1,500.00	493976	
MCKESSON MEDICAL-SURGICAL INC	133.44	494024	
CLAYBAR HAVEN OF REST	1,040.00	494044	
UNITED STATES POSTAL SERVICE	588.71	494047	
FUNCTION 4 LLC	62.00	494141	
EZEA D EDE MD	2,932.58	494167	
			7,826.73*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	494141	
			31.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	516.90	494057	
J.C. PENNEY'S	1,088.50	494058	
ROSS DRESS FOR LESS, INC.	760.88	494084	
			2,366.28*
ENVIRONMENTAL CONTROL			
TEXAS COMMISSION ON ENVIRONMENTAL	111.00	494067	
FUNCTION 4 LLC	31.00	494141	
			142.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	105.50	493929	
COBURN SUPPLY COMPANY INC	193.69	493946	
M&D SUPPLY	18.00	493972	
SANITARY SUPPLY, INC.	1,428.98	493986	
ACE IMAGEWEAR	208.40	493991	
AT&T	1,140.05	494003	
WORTH HYDROCHEM	290.00	494014	
TEXAS FIRE & COMMUNICATIONS	563.78	494028	
OTIS ELEVATOR COMPANY	1,021.80	494069	
CENTERPOINT ENERGY RESOURCES CORP	8,157.73	494077	
LANDSCAPER'S WHOLESALE MARKET	210.99	494111	
FUNCTION 4 LLC	31.00	494141	
			13,369.92*
MAINTENANCE-PORT ARTHUR			
ENTERGY	580.09	493959	
RITTER @ HOME	23.98	493985	
UNITED STATES POSTAL SERVICE	14.28	494047	

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS GAS SERVICE	191.68	494064	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	240.00	494097	
PARKER LUMBER	170.34	494107	
KWP TELECOM LLC	255.00	494130	
FUNCTION 4 LLC	93.00	494141	
ALL TERRAIN EQUIPMENT CO	201.72	494145	
LESLIE'S SWIMMING POOL SUPPLIES	63.84	494155	
			1,833.93*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	30.93	493945	
SANITARY SUPPLY, INC.	84.78	493986	
ACE IMAGEWEAR	129.46	493991	
AT&T	708.71	494003	
W. JEFFERSON COUNTY M.W.D.	49.37	494013	
LOWE'S HOME CENTERS, INC.	36.06	494059	
ATTABOY TERMITE & PEST CONTROL	55.62	494098	
FUNCTION 4 LLC	31.00	494141	
CHARTER COMMUNICATIONS	49.83	494199	
			1,175.76*
SERVICE CENTER			
J.K. CHEVROLET CO.	1,799.17	493964	
KINSEL FORD, INC.	109.23	493970	
THE MUFFLER SHOP	77.00	493977	
MUNRO'S	259.56	493978	
PHILPOTT MOTORS, INC.	420.89	493983	
TATE & CO., INC.	2,267.00	494006	
FASTENAL	61.60	494021	
JEFFERSON CTY. TAX OFFICE	7.50	494029	
JEFFERSON CTY. TAX OFFICE	7.50	494030	
JEFFERSON CTY. TAX OFFICE	7.50	494031	
JEFFERSON CTY. TAX OFFICE	7.50	494032	
JEFFERSON CTY. TAX OFFICE	7.50	494033	
JEFFERSON CTY. TAX OFFICE	7.50	494034	
JEFFERSON CTY. TAX OFFICE	22.00	494035	
JEFFERSON CTY. TAX OFFICE	7.50	494036	
JEFFERSON CTY. TAX OFFICE	16.75	494037	
JEFFERSON CTY. TAX OFFICE	16.75	494038	
JEFFERSON CTY. TAX OFFICE	16.75	494039	
JEFFERSON CTY. TAX OFFICE	16.75	494040	
VOYAGER FLEET SYSTEM, INC.	27,158.49	494068	
BUMPER TO BUMPER	22.74	494075	
ROBERT'S TEXACO XPRESS LUBE	63.00	494095	
MIGHTY OF SOUTHEAST TEXAS	125.20	494112	
ADVANCE AUTO PARTS	74.54	494117	
FUNCTION 4 LLC	31.00	494141	
THIS GUYS TOOLS, LLC	30.75	494154	
JCN OIL SERVICE	140.00	494163	
XL PARTS	211.60	494178	
			32,947.79*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	20.11	494046	
UNITED STATES POSTAL SERVICE	14.95	494047	
FUNCTION 4 LLC	62.00	494141	
			97.06*
			405,552.55**
MOSQUITO CONTROL FUND			
CERTIFIED LABORATORIES	367.80	493942	
W.W. GRAINGER, INC.	26.80	493955	
MUNRO'S	71.94	493978	
SANITARY SUPPLY, INC.	11.84	493986	
SETZER HARDWARE, INC.	15.18	493990	
AT&T	34.21	494003	
FUNCTION 4 LLC	31.00	494141	
CY-FAIR TIRE	30.00	494158	
CHARTER COMMUNICATIONS	72.75	494197	
			661.52**
FEMA EMERGENCY			
KNIFE RIVER	1,838.46	494087	

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS DEPT OF TRANSPORATION	3,044.86	494101	
JORDYN ROBERTS	401.25	494162	
			5,284.57**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	494141	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,204.50	494165	
			1,204.50**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	494141	
			31.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	28.95	493998	
FUNCTION 4 LLC	31.00	494141	
CHARTER COMMUNICATIONS	122.62	494198	
			182.57**
GRANT A STATE AID			
KIRKSEY'S SPRINT PRINTING	27.10	493971	
TCSI, LLC	1,115.39	494164	
			1,142.49**
COMMUNITY SUPERVISION FND			
OFFICE DEPOT	418.66	493982	
UNITED STATES POSTAL SERVICE	46.56	494046	
UNITED STATES POSTAL SERVICE	292.84	494047	
FUNCTION 4 LLC	62.00	494141	
			820.06**
DWI PRETRIAL DIVERSION			
INTOXIMETERS, INC.	38.75	493963	
REDWOOD TOXICOLOGY LABORATORY	1,928.50	494085	
			1,967.25**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	70.00	493972	
FUNCTION 4 LLC	31.00	494141	
			101.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	494141	
			31.00**
LAW OFFICER TRAINING GRT			
CLEAR	772.50	493935	
ENTERGY	382.80	493958	
OFFICE DEPOT	71.98	493982	
SCANTRON CORPORATION	2,625.00	493987	
			3,852.28**
COUNTY RECORDS MANAGEMENT			
TYRRELL HISTORICAL LIBRARY	125.00	494065	
BUILD INC	60.00	494082	
HHM & ASSOCIATES, INC.	7,497.00	494172	
			7,682.00**
CHEEK H2O & SEWER			
JOE WHEATON	325.00	494063	
KENT MIGUEZ	100.00	494184	
JUNE SHOLARS	110.00	494185	
ROBERT HALE	100.00	494186	
TAMARA SPIKES	100.00	494187	
IRMA LANDRY	100.00	494188	
CYNTHIA BATISTE	100.00	494189	
LORRAINE MINIX	100.00	494190	
JOHNNY SENNET	560.00	494191	
BEATRICE CARRIER	100.00	494192	
DIANE CARMON	175.00	494193	

NAME	AMOUNT	CHECK NO.	TOTAL
LORETTA EAGLIN	100.00	494194	
ANNIE JONES	100.00	494195	
			2,070.00**
J.P. COURTROOM TECH. FUND			
SHI GOVERNMENT SOLUTIONS, INC.	290.60	494054	
			290.60**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	102.58	493943	
MUNRO'S	68.99	493978	
AT&T	120.69	494003	
FUNCTION 4 LLC	31.00	494141	
			323.26**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	494141	
			62.00**
CAPITAL PROJECTS FUND			
MAVERICK COMMUNICATIONS, INC.	54,663.46	493973	
FREESE AND NICHOLS, INC	61,422.42	494177	
			116,085.88**
AIRPORT FUND			
FUNCTION 4 LLC	62.00	494141	
PREFERRED FACILITIES GROUP-USA, LLC	500.00	494173	
			562.00**
AIRPORT IMPROVE. GRANTS			
CDW COMPUTER CENTERS, INC.	149.53	494022	
SHI GOVERNMENT SOLUTIONS, INC.	1,282.73	494054	
			1,432.26**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	56,687.94	494146	
NEUROMUSCULAR CORPORATE SOLUTIONS	23,025.00	494153	
			79,712.94**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	10,101.36	494078	
			10,101.36**
D.A.'S FORFEITURED FUNDS			
HERNANDEZ OFFICE SUPPLY, INC.	1,382.06	493962	
			1,382.06**
SHERIFF'S FORFEITURE FUND			
HELICOPTER INSTITUTE INC	6,000.00	494144	
			6,000.00**
ARPA CORONAVIRUS RECOVERY			
ELECTRICAL SPECIALTIES, INC.	45.00	493930	
			45.00**
MARINE DIVISION			
W.W. GRAINGER, INC.	70.86	493955	
JACK BROOKS REGIONAL AIRPORT	331.64	493967	
SETZER HARDWARE, INC.	35.07	493990	
SUN COAST RESOURCES, INC.	22,308.64	494005	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	494025	
INTERCONTINENTAL JET CORP	353.00	494076	
THE DINGO GROUP-PETE JORGENSON MARI	24.80	494088	
AERO PERFORMANCE	60.98	494122	
GALLS LLC	1,037.00	494128	
DREDGIT CORPORATION	171,245.94	494181	
			195,527.93**
			1,103,650.00***

Jefferson County Sub-Courthouse
525 Lakeshore Drive
Port Arthur, Texas 77640

OFFICE: (409)983-8300
FAX: (409)983-8303
Email: msinegal@co.jefferson.tx.us

COMMISSIONER
MICHAEL SHANE SINEGAL
PRECINCT #3

March 28, 2022

Re: Commissioners' Court Agenda Item:

I would like to respectfully ask this item be placed on the Commissioners' Court Agenda for your upcoming meeting on Tuesday, April 05, 2022.

Consider and possibly appoint Joel E. Levingston, Jr. to the Board of Commissioners for Jefferson County Drainage District No. 3 to fulfill the unexpired term of LeRoy McCall Jr. (This is the appointment of Commissioner Sinegal.)

Sincerely,

Commissioner Michael Shane Sinegal
Jefferson County Pct. #3

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

Filing Fee: None

This space reserved for office use

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Joel E. Levingston, Jr. , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Jefferson County Drainage District No 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Joel E Levingston Jr
Signature of Officer

State of Texas)
County of JEFFERSON)

Sworn to and subscribed before me this 12TH day of April, 2022.

(seal)

Signature of Notary Public or Other Officer Administering Oath

JEFF BRANICK, County Judge
Printed or Typed Name

Form #2201 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

This space reserved for office use

STATEMENT OF OFFICER

Statement

I, Joel E. Levingston, Jr. , do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Commissioner to the Jefferson County Drainage District No 3

City and/or County: Jefferson

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4·12·2022

Joel E Levingston Jr
Signature of Officer

Revised 10/2011

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 12 day of April 2022 on motion made by VernonPierce Commissioner of Precinct 1, and seconded by DarrellBush, Commissioner of Precinct 2, the following Proclamation was adopted:

Sexual Assault Awareness Month

"Turn Texas Teal"

Whereas, 6.3 million Texas, including 2 in 5 women and 1 in 5 men, have experienced some form of sexual assault in their lifetime; and

Whereas, 70% of sexual assaults are committed by a perpetrator who knows or is related to the victim; and

Whereas, Sexual Assault Awareness Month draws attention to the fact that sexual violence is widespread, impacting every community; and

Whereas, Community efforts can reduce sexual violence through prevention, education, increased awareness, and accountability for perpetrators who commit acts of violence; and

Whereas, anyone can stand against sexual violence; employers, educators, parents, and friends, we all have an obligation to uphold the basic principle that every individual should be free from violence and fear; and

Whereas, we can partner with the Rape and Suicide Crisis Center of Southeast Texas and its partnering agencies to exercise courageous leadership at home, work, school, faith communities, and other contexts by educating ourselves and others on the issue and impacts of sexual violence, speaking out against harmful attitudes and actions, and supporting efforts help survivors heal.

Now therefore, be it resolved, that the Commissioners Court of Jefferson County, does proclaim the month of April, 2022 as Sexual Assault Awareness Month and hereby encourages all to stand with survivors of sexual assault and eradicate this crime from our community, expressing our sincere gratitude to all those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all survivors of sexual violence.

Signed this 12 day of April 2022.

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

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12 day of April, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

FAIR HOUSING MONTH

WHEREAS, The Commissioners' Court of Jefferson County finds it in the best interest of the citizens of Jefferson County that it has adopted a Fair Housing Activity Statement; and

WHEREAS, Commissioners' Court of Jefferson County has agreed to cooperate with HUD, the State of Texas and local cities to promote fair housing policies and to comply with all laws and regulations that pertain to fair housing; and

WHEREAS, Commissioners' Court of Jefferson County acknowledges that while it is does not administer or provide any funding for public housing, it can support efforts of other government entities and private agencies in their effort to eradicate impediments to fair housing that are proscribed by Title VII of the Civil Rights Act 1968; and

WHEREAS, the Commissioners Court of Jefferson recognizes that April, 2022 is Fair Housing Month.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, does resolve that it will promote awareness of fair housing practices and encourage potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

SIGNED this 12 day April, 2022.

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

THURMAN BILL BARTIE, MAYOR
DONALD FRANK, SR., MAYOR PRO TEM

COUNCIL MEMBERS:
INGRID HOLMES
CAL JONES
THOMAS KINLAW III
KENNETH MARKS
CHARLOTTE MOSES

City of Port Arthur Texas

RONALD BURTON
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

March 23, 2022

Certified: sent via email to: ellis@co.jefferson.tx.us

Jefferson County et al.
1149 Pearl Street
Beaumont, Texas 77701-3638

2628 REV RANSOM HOWARD STREET AKA 7TH STREET (RESIDENCE)
LOT 3 BLOCK 197 CITY OF PORT ARTHUR ADDITION

Dear Jefferson County et al,

An inspection was made on **01/10/2019** on the property located at **2628 Rev Ransom Howard Street aka 7th Street, Port Arthur, Texas.** The inspection disclosed that the building or structure located at the above listed address is unsafe and represents a threat to public health, safety and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to **repair**, **rehabilitate** or **demolish** any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance **Article VIII Section 18-381, Section 18-382**.

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely,

Ronnie Mickens
Demolition Inspector

Sharon Flanagan
Demolition Supervisor

VH 101-Letter

THURMAN BILL BARTIE, MAYOR
DONALD FRANK, SR., MAYOR PRO TEM

COUNCIL MEMBERS:
INGRID HOLMES
CAL JONES
THOMAS KINLAW III
KENNETH MARKS
CHARLOTTE MOSES

City of Port Arthur Texas

RONALD BURTON
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

March 23, 2022

Certified: SENT VIA EMAIL

Jefferson County et al.
1149 Pearl Street
Beaumont, Texas 77701-3638

RE: 2628 REV RANSOM HOWARD STREET AKA 7TH STREET (RESIDENCE) LOT 3 BLOCK 197 CITY OF PORT ARTHUR ADDITION

Dear Jefferson County et al,

Enclosed is a Demolition Waiver. Please sign it in the presence of a Notary Public and return it with a copy of your **Recorded Deed** and **Driver's License** (for each waiver).

If you have any questions, please do not hesitate to call me at (409) 983-8209.

Sincerely,

Ronnie Mickens

Ronnie Mickens
Demolition Inspector

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County, am the owner of a Residence
(Owner's Name) (Description of Building(s)

at 2628 Rev Ransom Howard Street aka 7th Street, legally described as Lot 3 Block 197, City
(Street Address) (Legal Description)

of Port Arthur.

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [signature]

Mailing Address: _____

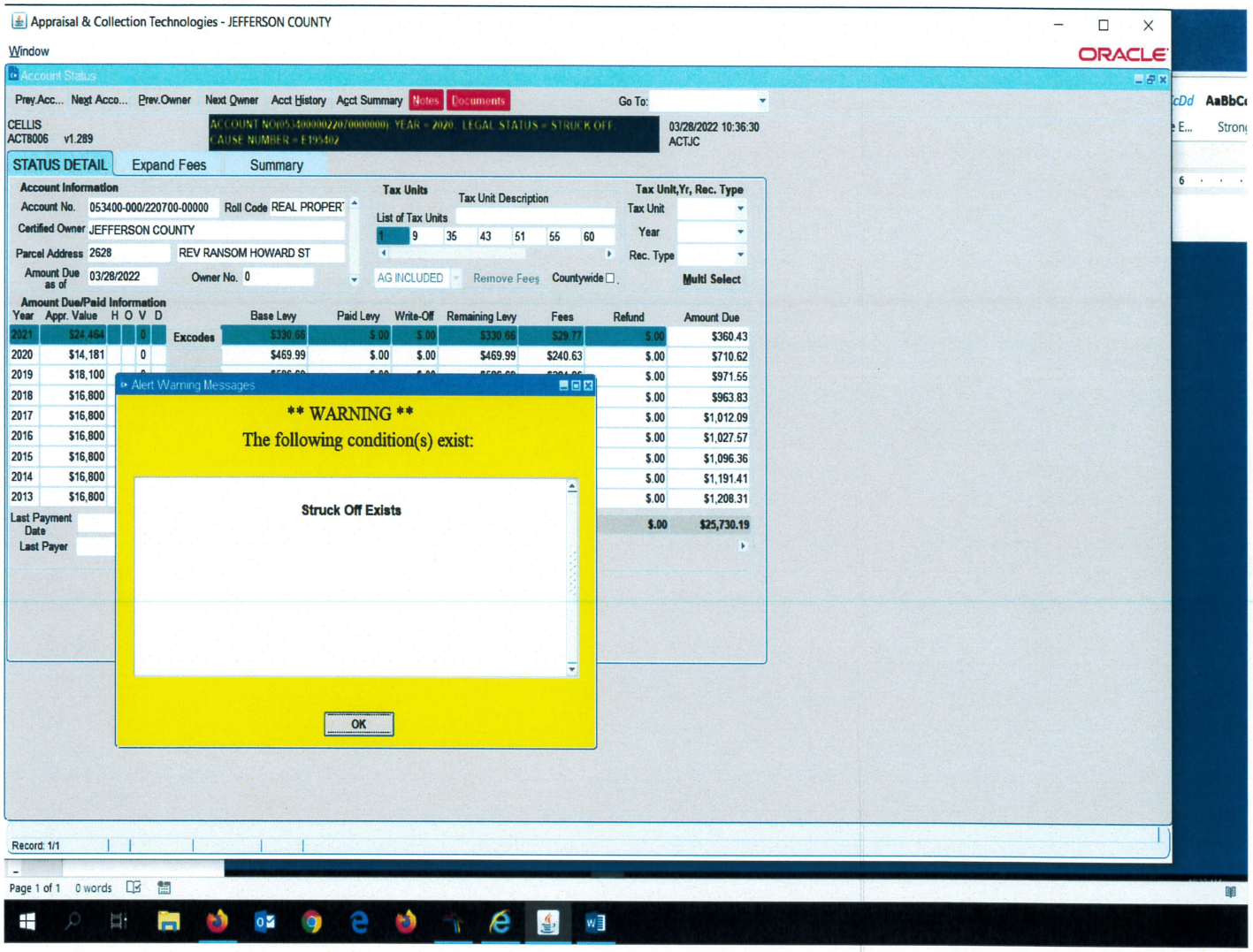
Telephone Number(s): 409-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 12th DAY OF April, 2022

Loma George
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: _____

LOMA C GEORGE
Notary Public, State of Texas
Comm. Expires 02-07-2023
Notary ID# 419409-9


Appraisal & Collection Technologies - JEFFERSON COUNTY
Window
ORACLE
Account Status
Prev Acc... Next Acco... Prev Owner Next Owner Acct History Acct Summary Notes Documents Go To:
CELLIS
ACT8006 v1.289
ACCOUNT NO(053400000220700000) YEAR = 2020 LEGAL STATUS = STRUCK OFF
CAUSE NUMBER = E195402
03/28/2022 10:36:30
ACTJC
STATUS DETAIL Expand Fees Summary
Account Information
Account No. 053400-000/220700-00000 Roll Code REAL PROPER
Certified Owner JEFFERSON COUNTY
Parcel Address 2628 REV RANSOM HOWARD ST
Amount Due as of 03/28/2022 Owner No. 0
Tax Units
Tax Unit Description
List of Tax Units
AG INCLUDED Remove Fees Countywide
Tax Unit,Yr, Rec. Type
Tax Unit
Year
Rec. Type
Multi Select
Amount Due/Paid Information
Year Appr. Value H O V D Base Levy Paid Levy Write-Off Remaining Levy Fees Refund Amount Due
2021 $24,464 0 Excodes $330.66 $.00 $.00 $330.66 $29.77 $.00 $360.43
2020 $14,181 0 $469.99 $.00 $.00 $469.99 $240.63 $.00 $710.62
2019 $18,100 $.00 $971.55
2018 $16,800 $.00 $963.83
2017 $16,800 $.00 $1,012.09
2016 $16,800 $.00 $1,027.57
2015 $16,800 $.00 $1,096.36
2014 $16,800 $.00 $1,191.41
2013 $16,800 $.00 $1,208.31
$.00 $25,730.19
Last Payment Date
Last Payer
Alert Warning Messages
** WARNING **
The following condition(s) exist:
Struck Off Exists
OK
Record: 1/1
Page 1 of 1 0 words

2628 REV. RANSOM HOWARD ST. AKA 7TH ST.

2628 REV. RANSOM HOWARD ST. AKA 7TH ST.

2628 REV. RANSOM HOWARD ST. AKA 7TH ST.

2628 REV. RANSOM HOWARD ST. AKA 7TH ST.

2628 REV. RANSOM HOWARD ST. AKA 7TH ST.

JEFFERSON COUNTY COMMISSIONERS COURT

Jeff R. Branick, County Judge
Vernon Pierce, Commissioner, Precinct One
Darrell W. Bush, Commissioner, Precinct Two
Michael Shane Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

P.O. Box 4025
Beaumont, Texas 77704
Beaumont 409-835-8466
Pt. Arthur 409-727-2191, ext 8466
Facsimile 409-839-2311
http://www.co.jefferson.tx.us

Order of Appointment

Effective upon the resignation of Judge Travis McCall, Justice of the Peace Precinct 4 and pursuant to the provisions of Local Government Code Section 87.041, we hereby appoint Justin Chesson, a suitable resident of Precinct 4, to fill the vacancy of Judge Travis McCall, effective at 12:01 a.m., Tuesday May 3, 2022.

Signed this 12 day of April, 2022

JEFF R. BRANICK
County Judge

Vernon Pierce
Commissioner Pct. No.1

Michael S. Sinegal
Commissioner Pct. No. 3

Darrell Bush
Commissioner Pct. No. 2

Everett A. "Bo" Alfred
Commissioner Pct. No. 4

Form #2204 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

Filing Fee: None

This space reserved for office use

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Justin Chesson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace Precinct 4 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Justin Chesson
Signature of Officer

State of Texas)
County of Jefferson)

Sworn to and subscribed before me this 12 day of April, 20 22.

(seal)

Signature of Notary Public or Other Officer Administering Oath

JEFF BRANICK, County Judge
Printed or Typed Name

Form #2201 Rev. 10/2011

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

This space reserved for office use

STATEMENT OF OFFICER

Statement

I, Justin Chesson, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Justice of the Peace Precinct 4

City and/or County: Jefferson

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 4-12-22

Justin Chesson
Signature of Officer

Revised 10/2011

AGENDA ITEM **April 12, 2022**

Consider, possibly approve and authorize the County Judge to execute a tax abatement agreement for the Raman Project facility in/near Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2022 on motion made by_____, Commissioner of Precinct No ____ , and seconded by_____ , Commissioner of Precinct No ___, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Raman Project facility in/near Beaumont, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property, 8340 Industrial Parkway, Beaumont, TX (mailing purposes only), Jefferson County, Texas 77705, further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as the Raman Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.)

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the ____ day of April, 2022.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____ , 2022.

_____
JEFF R. BRANICK
County Judge

_____
COMMISSIONER VERNON PIERCE
Precinct No. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER DARRELL BUSH
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

EXHIBIT "A"

Legal Description: 29.125 Acre Tract or Parcel of Land
All of Lot 15
Interstate 10 Industrial Park
Clerk's File No. 2022006502, Official Public Records of Real Property
H.T. & B.R.R. Survey, Section No. 15, Abstract No. 145
Jefferson County, Texas

BEING a 29.125 acre tract or parcel of land situated in the H.T. & B.R.R. Survey, Section No. 15, Abstract No. 145, Jefferson County, Texas and being all of Lot 15 of Interstate 10 Industrial Park, a subdivision of Jefferson County, Texas, according to the plat thereof recorded in Clerk's File No. 2022006502, Official Public Records of Real Property, Jefferson County, Texas, said 29.125 acre tract being more particularly described as follows:

NOTE: All bearings are referenced to the above referenced final plat of Interstate 10 Industrial Park. All coordinates are referenced to the Texas State Plane Coordinate System South Central Zone NAD83(2011). All set 5/8" iron rods set with caps stamped "M.W. Whiteley & Associates".

BEGINNING at a 5/8" iron set for the most Southerly corner of the said Lot 15, said corner also being in the Northwesterly right-of-way line of the BNSF Railroad right-of-way, said corner having coordinates of N:13,940,930.19, E:3,490,373.53;

THENCE NORTH 50°57'15" WEST, along and with the Southwesterly line of the said Lot 15 and the Northeasterly line of a 3.21 acre ingress and egress easement and drainage and utility easement as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 119.01 feet to a 5/8" iron set for corner, said corner having coordinates of N:13,941,005.16, E:3,490,281.10;

THENCE NORTH 53°50'10" WEST, continuing along and with the Southwesterly line of the said Lot 15 and the Northeasterly line of a 3.21 acre ingress and egress easement and drainage and utility easement as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 100.12 feet to a 5/8" iron set for corner, said corner having coordinates of N:13,941,064.24, E:3,490,200.28;

THENCE NORTH 50°58'25" WEST, continuing along and with the Southwesterly line of the said Lot 15 and the Northeasterly line of a 3.21 acre ingress and egress easement and drainage and utility easement as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 773.42 feet to a 5/8" iron set for corner, and said corner being the most Westerly corner of the said Lot 15, said corner having coordinates of N:13,941,551.21, E:3,489,599.48;

THENCE NORTH 39°01'35" EAST, along and with the Northwesterly line of the said Lot 15 and the Southeasterly line of a 5.41 acre drainage easement (future right-of-way of Bo Alfred Place) as recorded on the above referenced final plat of Interstate 10 Industrial Park, for a distance of 1183.97 feet to a 5/8" iron set for corner, said corner being an exterior ell corner of that certain called 12.620 acre Detention Pond tract as recorded on the above referenced final plat of Interstate 10 Industrial Park, said corner having coordinates of N:13,942,470.92, E:3,490,344.94;

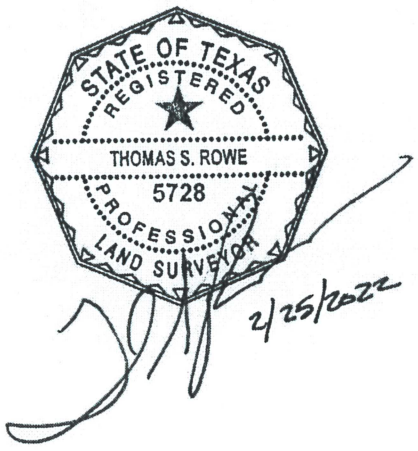
THENCE SOUTH 50°58'25" EAST, along and with the boundary between Lot 15 and the said Detention Pond tract, for a distance of 50.00 feet to a 5/8" iron set for corner, said corner being an interior ell corner of the said Lot 15, said corner having coordinates of N:13,942,439.44, E:3,490,383.78;

THENCE NORTH 39°01'35" EAST, continuing along and with the boundary between Lot 15 and the said Detention Pond tract, for a distance of 100.00 feet to a 5/8" iron set for corner, said corner being an exterior ell corner of the said Lot 15, said corner having coordinates of N:13,942,517.12, E:3,490,446.75;

THENCE SOUTH 50°58'27" EAST, continuing along and with the boundary between Lot 15 and the said Detention Pond tract, for a distance of 942.87 feet to a 5/8" iron set for corner, said corner being the most Easterly corner of the said Lot 15 and being in the Northwesterly right-of-way line of the BNSF Railroad right-of-way, said corner having coordinates of N:13,941,923.46, E:3,491,179.18;

THENCE SOUTH 39°02'45" WEST, along and with the Southeasterly line of the said Lot 15 and the Northwesterly right-of-way line of the BNSF Railroad right-of-way, for a distance of 1279.02 feet to the **POINT OF BEGINNING** and containing 29.125 Acres, more or less.

This legal description is based on the recorded final plat of Interstate 10 Industrial Park for taxing purposes only.



STATE OF TEXAS)(
)(INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Groves, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Groves, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the City of Groves, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Groves and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Groves shall furnish Precinct Two, with materials needed in exchange for the labor and equipment and 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

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 on the 28 day of MARCH, 2022.

Jeff R. Branick
Jefferson County Judge

Chris Borne
Mayor, City of Groves

AGENDA ITEM **April 12, 2022**

Consider, possibly approve, authorize the County to execute, receive and file Amendment to Naming and Advertising Rights Agreement (Extension). (For Ford Park)

AMENDMENT TO NAMING AND ADVERTISING RIGHTS AGREEMENT (EXTENSION)

This Extension of the Amendment to Naming and Advertising Rights Agreement (the **"Amendment"**) is dated February 1, 2022 and is among (1) Jefferson County Texas, a political subdivisions of the State of Texas **("Jefferson")**, (2) Global Spectrum, L.P. d/b/a Spectra Venue Management, a Delaware limited partnership **("Spectra")** as agent on behalf of Jefferson,(3) South Texas Ford Dealers Advertising Fund, Inc., a Texas nonprofit corporation **("STFD")**, and (4) Ford Motor Company, a Delaware Corporation **("Ford")**.

BACKGROUND

1. SMG, a Pennsylvania general partnership and the former manager of the Complex, Jefferson, STFD and Ford entered into a certain Naming and Advertising Rights Agreement dated December 15, 2003, which granted STFD certain advertising and promotional rights with respect to the Southeast Texas Entertainment Complex (the **"Complex"**), and such parties amended that agreement on several **occasions (as amended, the "Agreement").**
2. SMG ceased managing the Complex on March 31, 2017, and Jefferson engaged Spectra as of April 1, 2017, to act as its agent to manage the Complex on its behalf. As the current manager of the Complex, Spectra agrees to join the Agreement as a party thereto, in its capacity as agent for Jefferson, to perform certain duties thereunder previously performed by SMG.
3. Spectra, Jefferson, STFD and Ford desire to amend the Agreement to extend its term and make certain other changes to its terms and conditions.

Accordingly, the parties agree to extend the amended Agreement that was put into effect on April 1, 2018 as follows:

1. Spectra, acting solely as agent on behalf of Jefferson, hereby joins the Agreement as a party thereto and agrees to perform, on a going forward basis in its agency capacity, the obligations formerly performed by SMG thereunder. Spectra shall have no responsibility or liability for any obligations, debts, acts or omissions under the Agreement prior to the date hereof.

2. The term of the agreement is extended for an additional 1 calendar year, expiring on December 31, 2022. STFD shall pay Spectra the following Rights Fee in 3 equal installments on or prior, April 1, July1 and October 1 of the 2022 calendar year:

    - Amount due for the 2022 extensions - **$100,000** unless stipulations below in paragraph (3) are met.

3. The STFD will continue their partnership, as is, ending December 31, 2022, with a fee of $100,000. The $100,000 fee would also be amended based on the date of securing that new partner. If the operator secures a new partner in 6 months the fee will be amended to $50,000. If the operator secures a new partner in 9 months then the fee will be amended to $75,000.

4. Section 16.7.01 of the Agreement is amended by striking all references to "Suite #2" and replacing them **with "Suite #5".**

5. Section 16 of the Agreement is amended by adding the following additional promotional and advertising benefits:
    a. "16.3.10. STFD shall have the right to place an interactive display in the lobby of the Arena for all publicly ticketed events for the purposes of allowing customers to learn more about Ford-branded vehicles. The precise location of the display shall be mutually agreed upon between the parties and

the size and appearance of the display shall be subject to Spectra's reasonable approval.";

b. "16.3.11. STFD shall receive promotional exposure in the form of a 15 -30 second commercial on the digital monitors at the Arena during each publicly ticketed event. Such commercial shall rotate at random with commercials of other advertisers at a frequency determined by Spectra.";
c. In connection with the benefit described in Section 16.4.01, STFD shall be permitted to have a reasonable number of its representatives present to explain the vehicles on display to customers and discuss other types of Ford-branded vehicles. The precise number of representatives shall be subject to the prior approval of Spectra, not to be unreasonably withheld;
d. "16.4.06. STFD shall have the right to operate "test drive" events in the Arena parking lots in connection with up to 6 publicly ticketed events each calendar year. The date of each event, the exact location and portion of the parking lots used, and the scope of each event shall be mutually agreed upon between the parties. For the avoidance of doubt, all vehicles shall be provided by STFD. STFD staff shall operate each event and indemnify, defend and hold harmless each of the other Parties from any loss, liability, damage, cost and/or expense (including reasonable attorneys' fees) arising from or in connection with the "test drive" events."; and
e. "16.7.04. Spectra shall request that the promoter of any ticketed event at the Arena offer a ticket discount to STFD employees. Whether any discount is offered, and the size and scope of any discount shall be determined by the promoter."

6. The parties acknowledge that the Texas Wildcatters no longer play their home schedule of ice hockey games in the Arena. Accordingly, any obligations that any party has to provide advertising or promotional rights with respect to the Texas Wildcatters are struck from the Agreement.

7. Sections 3 of the Agreement is deleted in its entirety.

8. Section 7 of the Agreement is amended as follows:
    a. The first two sentences of 7.2 are struck from the Agreement;
    b. Section 7.3 is struck from the Agreement; and
    c. The phrase "FORDS's quality standards" is struck from Section 7.4 and replaced with "any quality standards of FORD that are reasonable and communicated to Spectra, Jefferson and STFD in writing in advance".

9. Section 9.3 of the Agreement is amended by striking "shall require" and replacing it with "shall use commercially reasonable efforts to cause".

10. Section 10 of the Agreement is amended by adding the following: "10.4. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall prevent or restrict Spectra, Jefferson or anyone else from selling or granting any advertising or promotional rights inside or otherwise with respect to the Complex to: (a) any person or entity that sells or offers automotive financing, so long as such person or entity is not permitted to advertise or promote specific automotive financing products at the Complex; or, (b) any distributor or retailer of automotive parts and accessories, so long as such distributor or retailer is not permitted to advertise or promote specific automotive parts and accessories at the Complex. By way of example only, a big box retailer who, among other things, offers automotive accessories in its stores is permitted to advertise at the Complex, so long as it is not specifically promoting its automotive accessory offerings."

11. Section 13.4 of the Agreement is amended by striking all references to "national" and "nationally".

12. Section 22.2 of the Agreement is amended by striking"; provided, SMG shall...by such Party.".

13. Section 23.1 of the Agreement is amended by adding the phrase "negligent" before each use of the phrase "acts or omissions" and Section 23.3 of the Agreement is amended by striking "any claims of...from any event at the Complex" and replacing it with "the negligent act or omission of Spectra that caused the bodily injury, including death, or property damage to a third party at an event at the Complex".

14. Section 24 of the Agreement is amended as follows:
    a. Strike "($25,000,000 to $50,000,000 of adjusted policy holders surplus)" from the first sentence of Section 24.2;
    b. Strike "or by any Subcontractor" and "any of" from the second sentence of Section 24.2;
    c. Add "The limits required in this paragraph may be satisfied by a combination of primary and umbrella/excess coverage" to the end of Section 24.2; and
    d. Section 24.4 is deleted in its entirety.

15. Any notice sent to Spectra pursuant to Section 26 of the Agreement shall be sent to: Ford Park Entertainment Complex 5115 Interstate 10 South, Beaumont, TX 77705, Attn: General Manager, with a copy to Spectra Venue Management, 150 Rouse Boulevard, 3rd floor Philadelphia, PA 19112.

16. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail. Unless otherwise set forth herein, any capitalized term used in this Amendment shall have the meaning assigned to it in the Agreement.

17. Except as expressly modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

To evidence the parties' agreement to this Amendment, they have executed and delivered it on the date set forth in the preamble.

Global Spectrum, LP d/b/a Spectra Venue Management as agent on behalf of Jefferson County Texas

By:
Name: CLAUDIO OLIVEIRA
Title: GENERAL MANAGER

South Texas Ford Dealers Advertising Fund, Inc.

By:
Name: ROBERT JOHNSON
Title: PRESIDENT

Jefferson County, Texas

By:
Name:
Title:

STATE OF TEXAS)(
)(INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Neches, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Neches, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Neches, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Port Neches and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, in 2022, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Port Neches shall furnish Precinct Two, with materials needed in exchange for the labor and equipment including 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

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 on the 24th day of March, 2022.

Jeff R. Branick
Jefferson County Judge

Glenn Johnson
Mayor, City of Port Neches

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12 day of April, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Commissioners Court of Jefferson County has been provided funding in the amount of $535,000 from the Texas Parks and Wildlife Department for the project titled "Mesquite Point Public Boat Ramp" (Project) to remove existing finger pier and existing ramp material; rebuild the finger pier, rebuild the ramp; and construct two 80-foot protective stone jetty flow blockers on the north and south side of the ramp.

WHEREAS, based on a preliminary cost estimate of $1,500,000 to complete the Project, Jefferson County has requested additional funding of $201,032 from the Texas Parks and Wildlife Department, and $125,000 from the Chenier Foundation,

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

1. Jefferson County will provide up to $ 650,000 from budgeted funds necessary to complete the Project.

2. Jefferson County will take all reasonable steps necessary to ensure timely completion of the Project by May 31,2023.

Signed this 12 day of April, 2022.

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

STATE OF TEXAS)(
)(INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)(

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, in 2022, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment including 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

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 on the 12 day of April, 2022.

Jeff R. Branick
Jefferson County Judge

Don Albanese
Mayor, City of Nederland

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

TERRY WUENSCHEL
CHIEF DEPUTY

Tax Refund Determination

Taxpayer name: Southeast Texas Pipelines LLC c/o BASF Tax Dept.
Address: 100 Park Avenue, Florham Park, NJ 07932
Account Number: 519211-000/000260-00000
Amount of Refund: $14,782.81

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Terry Wuenschel — Date 03/28/22
Chief Deputy Assessor-Collector
Jefferson County

Patricia Moody — Date 3/29/22
County Auditor employee

JEFFERSON COUNTY COURTHOUSE • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
PHONE: (409) 835-8516 • FAX: (409) 835-8589

03/28/2022 08:34:20 TAX COLLECTION SYSTEM PAGE: 1
TN536 SELECTION SEQUENCE 3980868 REFUNDS SELECTED REPORT
HELD OVERPAYMENT REFUNDS FROM: 03/22/2022 TO: 03/22/2022 MINIMUM DOLLAR AMOUNT: $2500
REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
519211-000/000260-00000	418712		A03222022A	20220322			
2021 8001 TE PRODUCTS PIPELINE CO LP		TL	1	03/22/2022	50392672 PA	14,782.81	
CHECK PAYEE:SOUTHEAST TEXAS PIPELINES LLC		VARIOUS PIPE 519211-000-000260-000			CHECK TOTAL:	14,782.81	
C/O BASF TAX DEPT		009206 R USE: J6					
100 PARK AVENUE							
FLORHAM PARK NJ07932							

FIDO # : 31113218

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 14,782.81

COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@CO.JEFFERSON.TX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

TE PRODUCTS PIPELINE CO LP
% AD VALOREM TAX
PO BOX 4018
HOUSTON , TX 77210-4018

Legal Description:

VARIOUS PIPE 519211-000-000260-00000
009206 R USE: J6

Parcel Address:
Legal Acres: 0.0000

Deposit No: A03222022A
Validation No: 900000062551925
Account No: **519211-000/000260-00000**
Operator Code: CINDYSA

Remit Seq No: 50392672
Receipt Date: 01/25/2022
Deposit Date: 03/22/2022
Print Date: 03/23/2022

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2021	Jefferson County	87,441	0.363184	317.57	0.00	0.00	317.57
2021	Pt Neches-Groves Isd	87,441	1.375900	1,203.10	0.00	0.00	1,203.10
2021	City Of Port Neches	87,441	0.685000	598.97	0.00	0.00	598.97
2021	Drainage District #7	87,441	0.284775	249.01	0.00	0.00	249.01
2021	Sabine-Neches Nav. Dist.	87,441	0.092067	80.50	0.00	0.00	80.50
2021	Overpay	0	0.000000	0.00	0.00	0.00	14,782.81
				$2,449.15	**$0.00**	**$0.00**	**$17,231.96**

Check Number(s):
671632

PAYMENT TYPE:
Checks: $17,231.96

Exemptions on this property:

Total Applied: $17,231.96

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
SOUTHEAST TEXAS PIPELINES LLC
C/O BASF TAX DEPT
100 PARK AVENUE
FLORHAM PARK , NJ 07932

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

TERRY WUENSCHEL
CHIEF DEPUTY

March 24, 2022

Southeast Texas Pipelines, LLC
c/o BASF Tax Dept
100 Park Avenue
Florham Park, NJ 07932

RE: 533130-000/000160-00000 etc (17 accts)

Dear Sir or Madam,

On February 3, 2022, one of our clerks attempted to mail your payment (check no. 668617 dated January 25, 2022) back to your office because of the way the check was made out on the "Pay to the Order of" line. Our return letter and check did not reach your office and was returned in the mail to us on March 22, 2022. This check should not have been returned to you by our office and should have been processed. Due to your attempt to pay the accounts in a timely manner and our mistake, we have accepted your payment received in March (check no. 671632 dated March 1, 2022) as a January payment. For this reason, a refund is pending Commissioner's Court approval.

Please disregard the receipts that were previously mailed to you for your March payment (receipt date 03/09/22). We have enclosed the corrected receipts for your records and check no. 668617 dated January 25, 2022. I apologize for any inconvenience this may have caused.

If you have any questions, please contact me at 409-835-8516.

Sincerely,

Michelle Farnie

Michelle Farnie
Director of Property Taxes

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR

TERRY WUENSCHEL
CHIEF DEPUTY

February 3, 2022

RE: Account # 146744 (17)

JP MORGAN CHASE
P O BOX 31147
FLORHAM PARK, NJ 7932

Dear Taxpayer,

We are unable to process your tax payment for the following reason(s):

X Check must be payable to Jeff. Co. Tax A/C

Check/money order is not signed

Legal amount on your check is $10 or more than the courtesy amount

Tax office does not accept two-party checks

Unable to identify account for payment

Failed to enclose your check

Account(s) previously paid *[see enclosed duplicate receipt(s)]*

Your check was damaged by our mail processing equipment

Other:

Please return corrected payment, documents, and this letter if needed to our office on or before **2/17/2022** to ensure the payment is processed for the proper receipt date. Failure to submit by this date may result in or affect the accrual of penalty and interest.

Sincerely,

WCARR
Tax Deputy, Tax Office
Jefferson County, Texas

668617

960

PAGE: 1 of 1

JPMorganChase

JPMorgan Chase
PO Box 31147
Tampa, FL 33610

SENDER

SOUTHEAST TEXAS PIPELINES LLC
SOUTHEAST TEXAS PIPELINES
100 PARK AVE
FLORHAM PARK NJ 07932-1049 US

IN FAVOR OF

00219 223 CKS ZA 22026 - 0000668617 NNNNNNNNNNN 026100001008 X72081 C
JEFFERSON COUNTY TAX COLLECTOR
C/O BASF DIANNE ROGACKI
PARK AVENUE 100
FLORHAM PARK NJ 07932

RETAIN THIS PORTION FOR YOUR RECORDS

DATE	AMOUNT	CHECK NUMBER	JPMORGAN CHASE REFERENCE
January 25, 2022	$164,253.70	668617	4908800025JO

REFERENCE

TEXT: SENDER'S REFERENCE = NONREF
/BNF/PAYEE ADDRESS PEARL ST 1149 BEAUMONT, TX, 77704 US 30 - TAX - 5B2 30 - TAX - 5B2

PAYING BANK: JPMORGAN CHASE BANK, N.A.
BROOKLYN, NEW YORK

TE Products Pipeline Co LP property tax bills

ORDERING PARTY:

JPMorganChase

1/26/22
(17)

JPMorgan Chase
PO Box 31147
Tampa, FL 33610

JPMORGAN CHASE REF#: 4908800025JO

1-2
210

CHECK NUMBER 668617

CHECK DATE January 25, 2022

PAY TO THE ORDER OF: JEFFERSON COUNTY TAX COLLECTOR
C/O BASF DIANNE ROGACKI
PARK AVENUE 100
FLORHAM PARK NJ 07932

CHECK AMOUNT
$164,253.70

EXACTLY *********164,253 DOLLARS AND 70 CENTS

Security features included. Details on back.

BY: JPMorgan Chase Bank, N.A., Brooklyn, New York, as Agent for the Drawer Bank
DRAWER:
SOUTHEAST TEXAS PIPELINES LLC

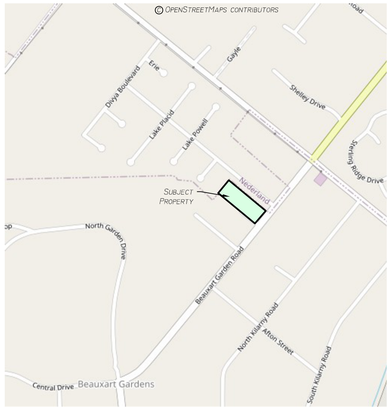
Robert C. Jones

CRIME LAB - BREATH TEST PROGRAM

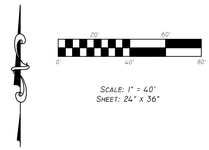
Compliance with
OUT OF STATE TRAVEL POLICY

Emily Esquivel's participation at the:
ANSI-ASQ National Accreditation Board (ANAB) Assessment
May 23-26, 2022
Oregon State Police – Forensic Services Division
Portland, Oregon

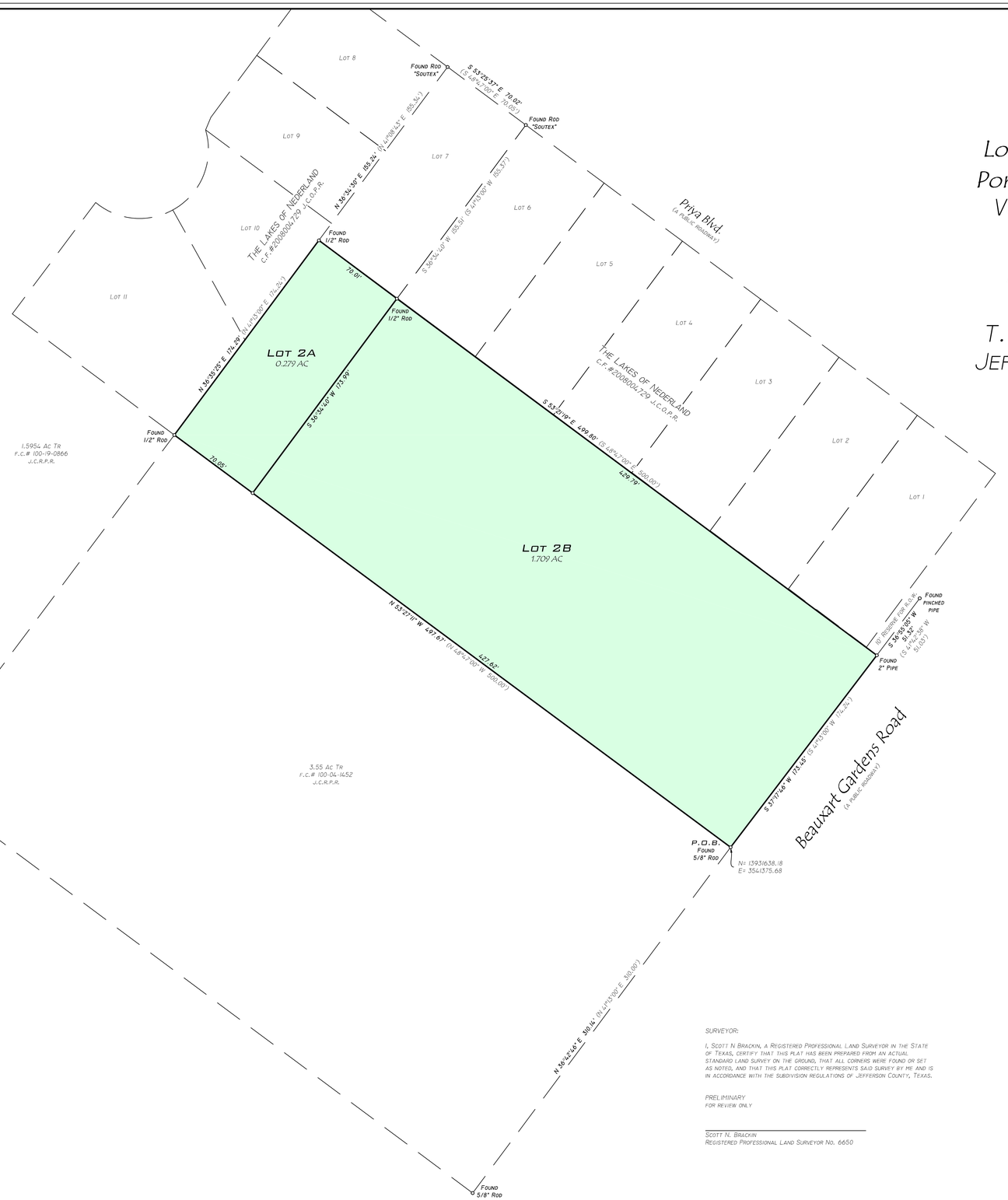
1. It is not included in the yearly budget. All travel expenses will be covered by ANAB.
2. The participation in laboratory accreditation events impacts the employee's ability to perform assigned tasks and directly impacts the accreditation capabilities of the Crime Lab.
3. The benefit is worth the cost of the employee's time away from the laboratory. This assessment opportunity will help prepare the employee/laboratory for future accreditation assessments on-site.
4. This assessment opportunity is not offered in Texas.



VICINITY MAP
NOT TO SCALE



SCALE: 1" = 40'
SHEET: 24" x 36"



REPLAT
OF A PORTION OF
Lot 2, Block 19, Range "K"
Port Arthur Land Company
VOL. I, PG. 22, MRJCT
INTO
Lots 2A - 2B
PART OF THE
T. & N.O. No. 3 SURVEY
JEFFERSON COUNTY, TEXAS

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) < 2500 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				

COUNTY CLERK

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 _____, 2022, IN COUNTY CLERK'S FILE

NO._____ JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY:_____, DEPUTY

OWNER DEDICATION:

MICHAEL J. FAUCHEAUX, AS TRUSTEE OF THE MICHAEL J. FAUCHEAUX TRUST, OWNER OF A 2.00 ACRE TRACT OF LAND IN A PART OF LOT 2, BLOCK 19, RANGE "K", OF THE LAND OF THE PORT ARTHUR LAND COMPANY, RECORDED IN VOLUME I, PAGE 22, MAP RECORDS OF JEFFERSON COUNTY, TEXAS, SAID 2.00 ACRE TRACT BEING RECORDED IN COUNTY CLERK FILE NO. 8601769, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY AND DEDICATE TO PUBLIC USE EASEMENTS SHOWN HEREON FOREVER; AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS MY HAND, THIS _____ DAY OF _____ , A. D., 20_____.

_____
MICHAEL J. FAUCHEAUX, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, MICHAEL J. FAUCHEAUX, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ , A.D., 20_____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LEGEND

(--) = CALLED BEARING, DISTANCE
J.C.O.P.R. = JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS
J.C.M.R. = JEFFERSON COUNTY MAP RECORDS
J.C.R.P.R. = JEFFERSON COUNTY REAL PROPERTY RECORDS
C.C.F.# = COUNTY CLERK FILE NO.
F.C.# = FILM CODE NO.

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 AND COORDINATES ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
3. ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NO. 48035C0285C, DATED NOVEMBER 20, 1991, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "C".
4. NO IMPROVEMENTS, UTILITIES, OR WATER FEATURES ARE SHOWN HEREON.
5. ALL SET IRON RODS HAVE A PLASTIC CAP STAMPED "ACCESS SURVEYORS".
6. THIS RE-PLAT IS MADE WITH THE UNDERSTANDING, IN ORDER TO AVOID A LANDLOCKED PROPERTY, THAT LOT 2A WILL ALWAYS BE RETAINED BY AND A PART OF LOT 7, OF THE LAKES OF NEDERLAND, C.C.F.# 2008004729, J.C.O.P.R.

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: UNKNOWN
WATER UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
SEWER UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN

Access Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road – Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com § rpls5163@aol.com
FILE: 2022233 FIELD NO. 10136400 TECHNICIAN: A.M.LEA

LEGAL DESCRIPTION

BEING A 1.988 ACRE TRACT OF LAND LYING IN LOT 2, BLOCK 19, RANGE "K", PORT ARTHUR LAND COMPANY, RECORDED IN VOL. I, PG. 22, MAP RECORDS OF JEFFERSON COUNTY, TEXAS (MRJCT), AND BEING THAT CAME CALLED 2.00 ACRE TRACT CONVEYED TO MICHAEL J. FAUCHEAUX, AS TRUSTEE OF THE MICHAEL J. FAUCHEAUX TRUST, BY DEED RECORDED IN COUNTY CLERK FILE NO. 8601769, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (OPRJCT), SAID 1.988 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.

BEGINNING AT A 5/8-INCH ROD FOUND IN THE NORTH RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS BEAUXART GARDENS ROAD AND BEING THE SOUTHWEST CORNER OF SAID CALLED 2.00 ACRE TRACT AND THE SOUTHEAST CORNER OF A 3.55 ACRE TRACT RECORDED IN FILM CODE NO. 100-04-1452, REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS (RPRJCT);

THENCE NORTH 53°27'11" WEST, ALONG THE EAST LINE OF SAID 3.55 ACRE TRACT FOR A DISTANCE OF 497.67 FEET (CALLED NORTH 48°47'00" WEST, 500.00 FEET) TO A ½-INCH ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 11, THE LAKES OF NEDERLAND, RECORDED IN COUNTY CLERK FILE NO. 2008004729, (OPRJCT);

THENCE NORTH 36°35'25" EAST, ALONG THE SOUTH LINE OF SAID LOT 11 AND LOT 10 OF THE LAKES OF NEDERLAND FOR A DISTANCE OF 174.29 FEET (CALLED NORTH 41°13'00" EAST, 174.24 FEET) TO A ½-INCH ROD FOUND FOR THE NORTHWEST CORNER OF LOT 7 OF THE LAKES OF NEDERLAND;

THENCE SOUTH 53°21'19" EAST, ALONG THE SOUTHERLY WEST LINE OF THE LAKES OF NEDERLAND FOR A DISTANCE OF 499.80 FEET (CALLED SOUTH 48°47'00" EAST, 500.00 FEET) TO A 2-INCH PIPE FOUND IN THE NORTH RIGHT OF WAY LINE OF SAID BEAUXART GARDENS ROAD;

THENCE SOUTH 37°17'46" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID BEAUXART GARDENS ROAD FOR A DISTANCE OF 173.45 FEET (CALLED SOUTH 41°13'00" WEST, 174.24 FEET) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 1.988 ACRES OF LAND, MORE OR LESS.

SURVEYOR:

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.

PRELIMINARY
FOR REVIEW ONLY

_____
SCOTT N. BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650

CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____ 2022, 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 ENGINEER:

I, _____ COUNTY ENGINEER 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 COUNT OF JEFFERSON COUNTY, TEXAS.

_____
COUNTY ENGINEER

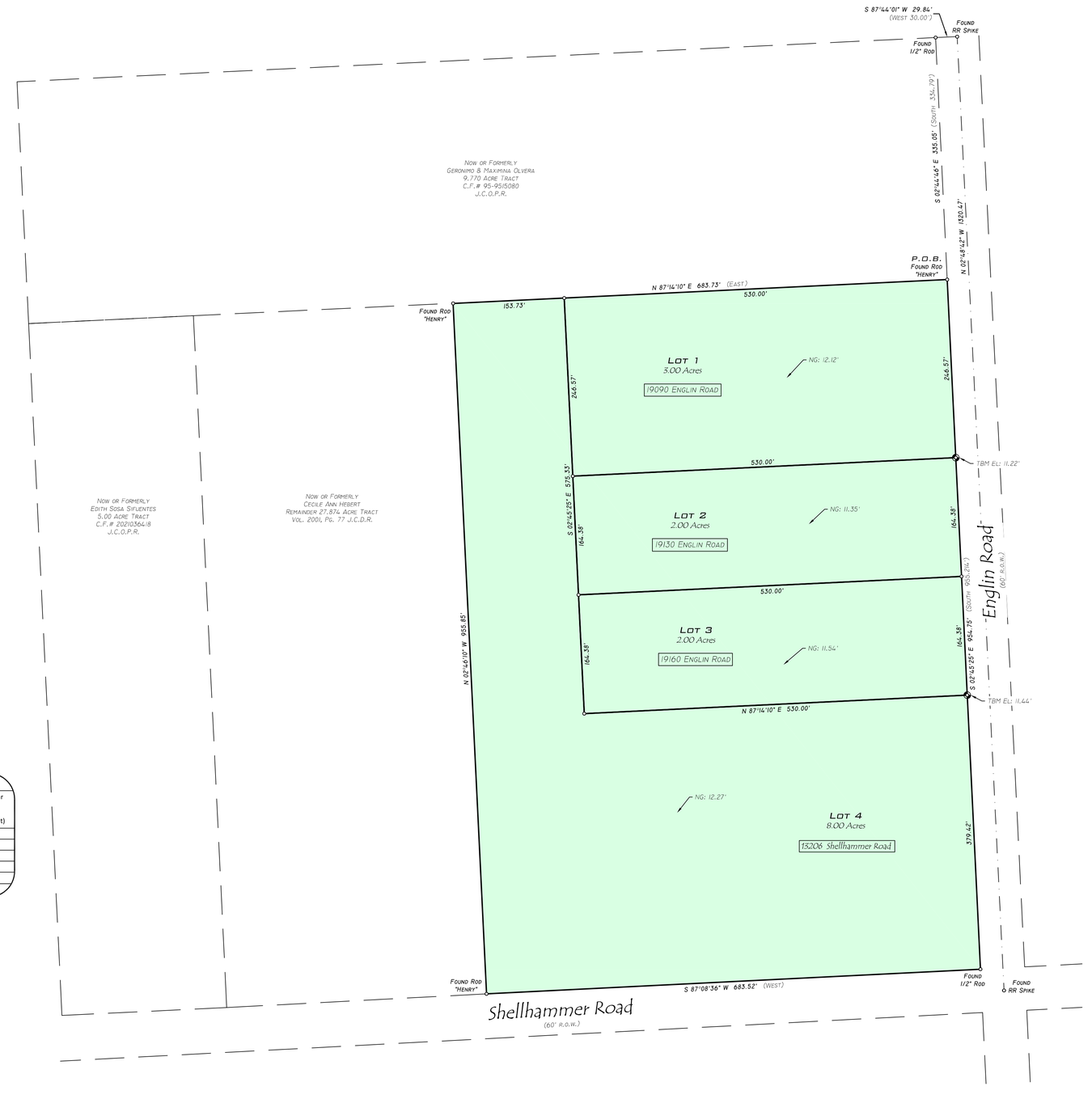
STATE OF TEXAS, COUNTY OF JEFFERSON

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 _____, 2022, IN COUNTY CLERK'S FILE NO._____ JEFFERSON COUNTY PLAT RECORDS.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

BY:_____, DEPUTY

REPLAT of a portion of Lot 10, Theo. F. Koch Subdivision, Vol. 2, Pg. 113, J.C.M.R. INTO Lots 1 - 4 part of the B. A. Vacocu League, Abstract No. 53

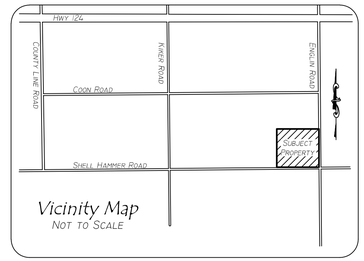


LEGEND

(--) = CALLED BEARING, DISTANCE

= TEMPORARY BENCHMARK (TBM) TAKEN FROM TOP OF ROD

SCALE: 1" = 80'
SHEET: 24" x 36"



Vicinity Map
NOT TO SCALE

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.
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. 480385 0375 B, DATED JUNE 1, 1983, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "B".
5. PROPERTY CORNERS ARE MARKED WITH ROD CAPPED "ACCESS SURVEYORS" UNLESS SHOWN OTHERWISE.
6. NO VISIBLE SIGNS OF PIPELINES AT THE TIME OF SURVEY.

METES AND BOUNDS DESCRIPTION:

BEING A 15.00 ACRE TRACT OF LAND LYING IN THE B. A. VACOCU LEAGUE, ABSTRACT NUMBER 53, AND BEING A PORTION OF LOT 10, THEO. F. KOCH SUBDIVISION, RECORDED IN VOL. 2, PG. 113, MAP RECORDS OF JEFFERSON COUNTY, TEXAS (MRJCT), AND BEING PART OF A 27.874 ACRE TRACT CONVEYED TO GERALD LEE HEBERT AND CECILE ANN HEBERT BY DEED RECORDED IN VOLUME 2001, PAGE 77, DEED RECORDS OF JEFFERSON COUNTY, TEXAS (DRJCT), SAID 15.00 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ROD CAPPED "HENRY" FOUND IN THE WEST RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS ENGLIN ROAD AND BEING THE SOUTHEAST CORNER OF A 9.770 ACRE TRACT RECORDED IN CLERK FILE NO. 95-9515080, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (OPRJCT);

THENCE SOUTH 02°45'25" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID ENGLIN ROAD FOR A DISTANCE OF 954.75 FEET (CALLED SOUTH, 955.214 FEET) TO A ½-INCH ROD FOUND AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID ENGLIN ROAD AND THE NORTH RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS SHELLHAMMER ROAD;

THENCE SOUTH 87°08'36" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SHELLHAMMER ROAD FOR A DISTANCE OF 683.52 FEET (CALLED WEST) TO A ROD CAPPED "HENRY" FOUND FOR CORNER;

THENCE NORTH 02°46'10" WEST, ALONG THE REMAINDER OF SAID 27.874 ACRE TRACT FOR A DISTANCE OF 955.85 FEET TO A ROD CAPPED "HENRY" FOUND IN THE SOUTH LINE OF SAID 9.770 ACRE TRACT;

THENCE NORTH 87°14'10" EAST, ALONG THE SOUTH LINE OF SAID 9.770 ACRE TRACT FOR A DISTANCE OF 683.73 FEET (CALLED EAST) TO THE POINT AND PLACE OF BEGINNING, CONTAINING 15.00 ACRES OF LAND, MORE OR LESS.

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 HAMPSHIRE -FANNETT ISD

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN
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 ENGINEERED RAINWATER COLLECTION SYSTEM.

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) < 2500 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
www.access-surveyors.com § rpls5163@aol.com

FILE: 2022185_RECOVERFIRM NO. 10136400 TECHNICIAN: A.M.LEA

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.

PRELIMINARY PLAT
FOR REVIEW ONLY

_____
SCOTT N. BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650

(SEAL)

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, CECILE ANN HEBERT, BEING THE OWNER OF THE REMAINDER OF THAT CERTAIN 27.874 ACRE TRACT OF LAND DESCRIBED VOLUME 2001, PAGE 77, DEED RECORDS OF JEFFERSON COUNTY, 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 _____ DAY OF _____, 2022.

_____
CECILE ANN HEBERT, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CECILE ANN 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 _____ DAY OF _____, 2022.

BY: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____ 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES ON 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 ENGINEER:

I, _____ COUNTY ENGINEER 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 COUNT OF JEFFERSON COUNTY, TEXAS.

_____
COUNTY ENGINEER

March 21, 2022
Application Date

01-OVW-22
Permit Number

State Permit Number
(If Applicable)

4
Precinct Number

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT

Business Name: Air Products and Chemicals, Inc. Phone Number: 610-481-7497

Business Address: Attn: Manager Real Estate, 1940 Air Products Blvd., Allentown, PA 18106-5500
Email: CORPREAL@airproducts.com

Local Representative: Tom Houser 281-874-7120

Description of Work/Type/Location: An industrial gas logistics facility owned by Air Products and located at 6900 Erie St., Beaumont, TX 77705

Description of Route: Traveling along a 2 mile stretch of Erie St. from Cardinal Drive to 6900 Erie St., Beaumont, TX 77705

Bond Number: K15329804 Bond Amount: $200,000.00

Check Applicable Boxes:
- ■ Under 100,000 Lbs. ☐ Over 100,000 Lbs. ☐ Over 200,000 Lbs.
- ☐ 90 Day Renewal Permit ($200 Fee) Original Permit Number: _____
- ■ One (1) Year Annual Permit ($500 Fee)

Permit Approved: ☑ Yes ☐ No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permitee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Air Products and Chemicals, Inc.
Business Name

1940 Air Products Blvd., Allentown, PA 18106-5500
Mailing Address

Thomas S. Houser, Lead Real Estate Specialist
Representative Name and Title

Thomas S. Houser 3-21-2022
Representative Signature and Date

Jefferson County

County Engineer

Precinct Superintendent Commiss

Engineering Specialist

Lat 30.02351°N Lon 94.07597°W Elev
1000 ft
Story
Map
Share / Print
Related Maps
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terria
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University Dr
Maddox St
Highland Ave
Brandon St
Kenneth Ave
Park St
Ector St
Bob St
Marie St
Golliad St
W Cardinal Dr
Avenue A
Highland Dr
W Virginia St
Florida Ave
Hegele St
Adams St
US-287 N
W Port Arthur Rd
Hillebrandt Rd
Hillebrandt Bayou
Babe Zaharias Dr
Walden
Seale Rd
Phelps Rd
Fannett Rd

STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013

JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY AND AIR PRODUCTS AND CHEMICALS, INC.

WHEREAS, Air Products and Chemicals, Inc. (hereinafter "Company") intends to conduct operations of a helium logistics facility [describe operation], (hereinafter the "Project") at a site located on 6900 Erie St., Beaumont, TX 77705)county road name) located in Precinct No. 4 ; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Erie Street ,
2. County Road _____ ; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Erie Street and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of 01 April , 2022 to a termination date of 01 April , 2023 The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.

2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.

3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name:_____] and County [2nd road name:_____] for additional support.

4. Company shall provide a surety bond in the sum of [$ $200,00.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: Erie Street and County [2nd road name:_____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 12 day of April, 2022

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 12th day of April, 2022

Attest:

Jefferson County Clerk

Authorized Agent for Air Products and Chemicals, Inc.

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

THE STATE OF TEXAS, §
§
COUNTY OF JEFFERSON §

I, Reagan Elia a notary public, do hereby certify that on this 1st day of April, 2022, personally appeared before me Shannon Burke, being by me first duly sworn, declared that he is the Agent of Air products and Chemicals Inc, and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 1st day of April, 22.

Reagan L Elia
Notary Public, State of Texas
Notary's Typed/Printed Name Reagan Elia
My commission expires 10/26/2025

REAGAN ELIA
Notary Public, State of Texas
Comm. Expires 10-26-2025
Notary ID 133414054

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)
Foreman $ 33 per hour x _____ hours = $_____

Equipment Operator $ 25 per hour x _____ hours = $_____

Other $ 25 per hour x _____ hours = $_____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).
Truck $ 80 per hour x _____ hours = $_____

Grader $ 80 per hour x _____ hours = $_____

Other $ 80 per hour x _____ hours = $_____

Material: (Rate includes cost to acquire and transport to location)
Base mtl $ 100 Per Ton + $_____ per hour x _____ hours = $_____

Asphalt $ 100 Per Ton + $_____ per hour x _____ hours = $_____

Other at $ 100 Per Ton + $_____ per hour x _____ hours = $_____

Total for [1st road name] $_____

JEFFERSON COUNTY, TEXAS
ROAD AND BRIDGE DEPARTMENT
PERMIT BOND FOR HEAVY LOADS

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }

THAT WE, Air Products and Chemicals, Inc. (Company Name) of 1940 Air Products Blvd. Allentown, PA 18106 (Address) ,as principal, and Federal Insurance Company (surety company) a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto The County of Jefferson,Texas in the penal sum of $200,000.00, to the payment of which, well and truly be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

With this bond, the Principal and/or Surety will pay the County of Jefferson, for any and all damages that it causes to any road, bridge, or any other structure owned or maintained by the County of Jefferson, these damages include those by virtue of the operation of any equipment by the Principal, its agents, employees, or subcontractors.

DATED this 1st day of April, 2022.

Peter M. Feno
SURETY (SIGNATURE)

Peter M Feno Attorney-in-Fact
(PRINT OR TYPE NAME)

Federal Insurance Company
COMPANY NAME AND ADDRESS

436 Walnut Street, Philadelphia, PA 19106

PHONE NO.: 215-640-2697

Karen L Harwick
PRINCIPAL (SIGNATURE)

Karen L. Harwick
(PRINT OR TYPE NAME)

Air Products and Chemicals, Inc.
COMPANY NAME AND ADDRESS

1940 Air Products Blvd. Allentown, PA 18106

PHONE NO.: 610-481-2561

(ATTACH POWER OF ATTORNEY)

Bond Expiration Date: April 1st, 2023

Bond Number: K15329853

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Eugene A. Bartoli, Mike Cominsky, Peter M. Feno, Janine Krystofosky, Louri Weidow and Derek Zambino of Wilkes Barre, Pennsylvania ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **February, 2020.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **11th** day of **February, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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

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

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

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

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

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of April, 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Federal Insurance Company

Date Generated: 02/12/2022

Continuation Certificate

The company indicated above, hereinafter called the Company as Surety on Bond #K15329804 in the sum of Two Hundred Thousand Dollars & Zero Cents ($200,000.00) on behalf of AIR PRODUCTS AND CHEMICALS, INC. 7201 Hamilton Blvd ALLENTOWN, PA 18195, Principal , in favor of JEFFERSON COUNTY, 1149 Pearl Street, 5th Floor Beaumont, TX 77701, as Obligee, hereby certifies that this bond is continued in full force and effect from the day 12th of February 2022 to the 12th day of February 2023 , subject to all covenants and conditions of said bond as originally executed.

This bond has been continued in force upon the express condition that the full extent of the Company's liability under said bond and all continuations thereof for any loss or series of losses occurring during the entire time the Company remains on said bond shall in no event exceed the sum of the bond.

In witness whereof the Company has caused this instrument to be duly signed, sealed and dated as of the day, 22nd day of March, 2022

Federal Insurance Company

Surety

By _____

Peter M. Feno Attorney-in-fact

Please mail inquiries to:

CHUBB Surety Service Center

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Eugene A. Bartoli, Mike Cominsky, Peter M. Feno, Janine Krystofosky, Louri Weidow and Derek Zambino of Wilkes Barre, Pennsylvania ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **February, 2020.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **11th** day of **February, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

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

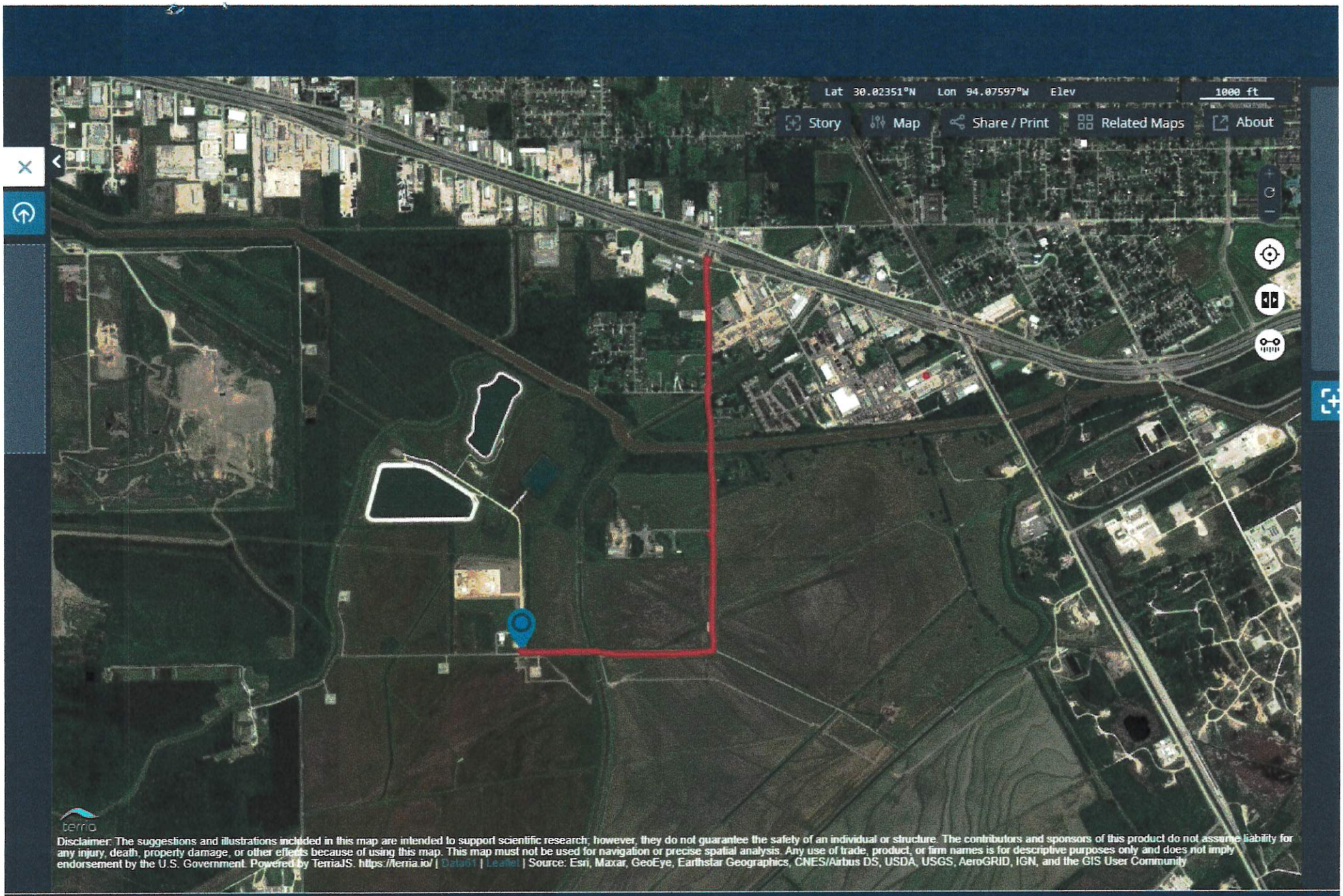
I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

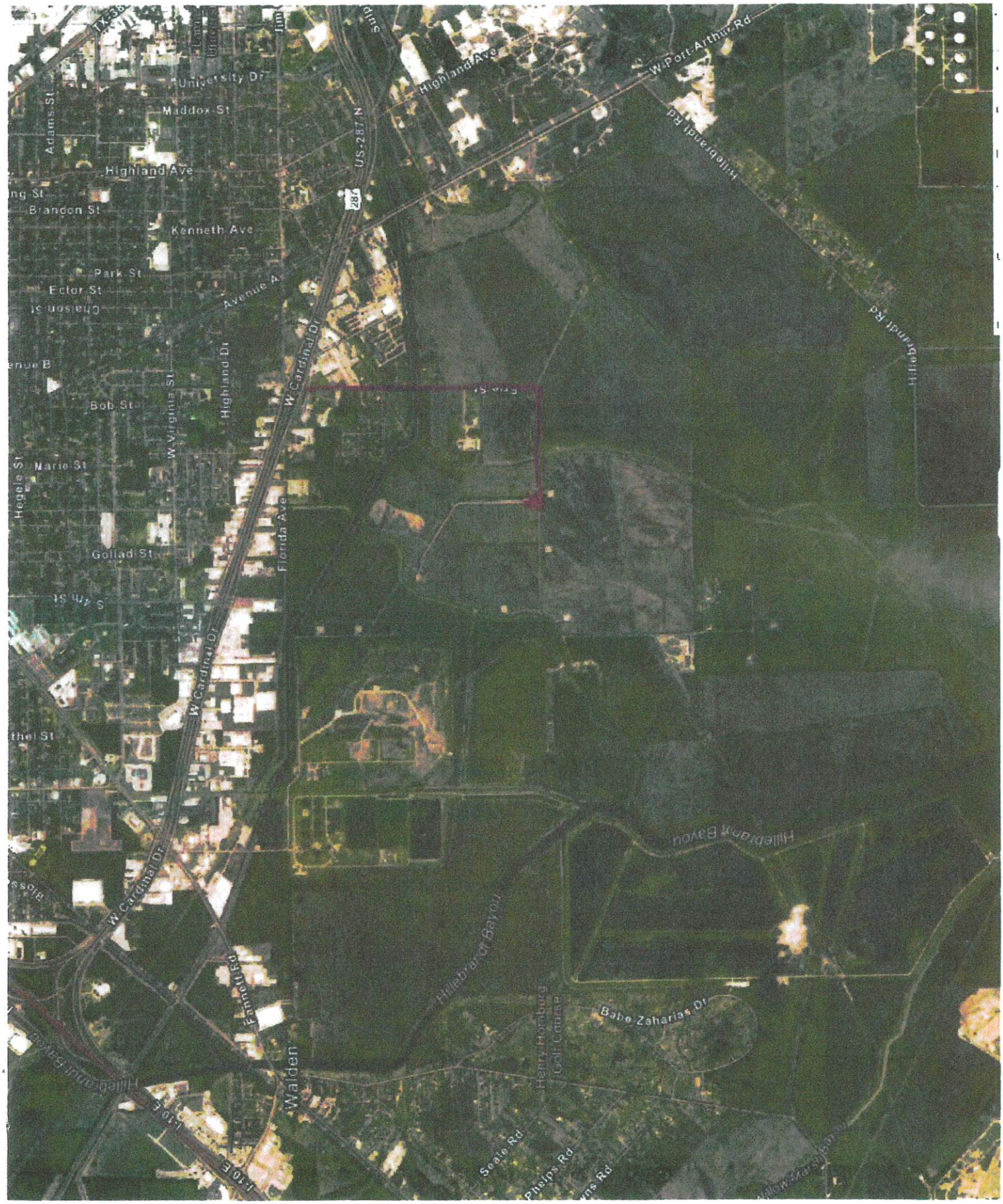
(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd day of March, 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com


Lat 30.02351°N Lon 94.07597°W Elev
1000 ft
Story
Map
Share / Print
Related Maps
About
terria
Disclaimer: The suggestions and illustrations included in this map are intended to support scientific research; however, they do not guarantee the safety of an individual or structure. The contributors and sponsors of this product do not assume liability for any injury, death, property damage, or other effects because of using this map. This map must not be used for navigation or precise spatial analysis. Any use of trade, product, or firm names is for descriptive purposes only and does not imply endorsement by the U.S. Government. Powered by TerriaJS. https://terria.io/ | Data61 | Leaflet | Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


TX-366
University Dr
Maddox St
Highland Ave
Brandon St
Kenneth Ave
Park St
Ector St
Avenue A
Bob St
Marie St
Goliad St
W Virginia St
Highland Dr
W Cardinal Dr
Florida Ave
US-287 N
Highland Ave
W Port Arthur Rd
Hillebrandt Rd
Hillebrandt Bayou
Babe Zaharias Dr
Henry Homburg Golf Course
Fannett Rd
Walden
I-10 E
Seale Rd
Phelps Rd

CHUBB

Renewal Notice

FEDERAL INSURANCE COMPANY

License and Permit Bonds
Report Of Execution

Assumed Reinsurance From:

Direct Writer Bond #:

Field Office:	Philadelphia	Bond Number:	K15329804	Date Generated:	11/01/2021
Underwriter:	Ryan Ganard	Legacy Bond No:			

Producer:	160976 ASSUREDPARTNERS OF NEW JERSEY LLC 1130 HIGHWAY 315 WILKES BARRE, PA 187027980	Billing Type:	Producer Bill
SSC Branch:	Philadelphia		

Account Number:	003001070
Account Name:	Air Products and Chemicals, Inc.
Principal:	Air Products & Chemical, Inc. 7201 Hamilton Blvd. Allentown, Pennsylvania, United States, 18195
Obligee:	JEFFERSON COUNTY 1149 PEARL STREET, 5TH FLOOR BEAUMONT, Texas, United States, 77701

Class Code:	910	Risk Location:	TX
Type of Bond:	License and Permit Bonds - Contracting - Building, Constructing, Electrical, Moving, Plumbing And Other Sub-Trades		
Description:	Requirement to per Jefferson Countys Overweight Vehicle Policy		

Bond Type Description	Bond Amount	Chubb Bond Amount
Non contract bond type	$ 200,000.00	$ 200,000.00

Effective Date:	02/21/2022	Expiration Date:	02/21/2023
Bond Type:	Continuous		
Renew Action:	Renew		
Cancellation Action:	30 Day Advance Notice		

Premium:	$900.00
Surcharge:	
State:	$0.00
Municipal Tax:	$0.00
Total Premium Including Taxes and Surcharges	$900.00

CHUBB Surety Service Center

ORIGINAL BOND

Permit 02-OW-21

979

JEFFERSON COUNTY, TEXAS
ROAD AND BRIDGE DEPARTMENT
PERMIT BOND FOR HEAVY LOADS

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }

THAT WE, Air Products and Chemicals, Inc. (Company Name) of 7201 Hamilton Boulevard Allentown, PA 18195 (Address) ,as principal, and Federal Insurance Company (surety company) a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto The County of Jefferson,Texas in the penal sum of $200,000.00, to the payment of which, well and truly be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

With this bond, the Principal and/or Surety will pay the County of Jefferson, for any and all damages that it causes to any road, bridge, or any other structure owned or maintained by the County of Jefferson, these damages include those by virtue of the operation of any equipment by the Principal, its agents, employees, or subcontractors.

DATED this 12th day of February, 2021.

Peter M. Feno
SURETY (SIGNATURE)

Peter M Feno Attorney-in-Fact
(PRINT OR TYPE NAME)

Federal Insurance Company
COMPANY NAME AND ADDRESS

436 Walnut Street, Philadelphia, PA 19106

PHONE NO.: 215-640-2697

Karen L. Harwick
PRINCIPAL (SIGNATURE)

Karen L. Harwick
(PRINT OR TYPE NAME)

Air Products and Chemicals, Inc.
COMPANY NAME AND ADDRESS

7201 Hamilton Boulevard Allentown, PA 18195

PHONE NO.: 610-481-2561

(ATTACH POWER OF ATTORNEY)

Bond Expiration Date: February 12th, 2022

Bond Number: K15329804

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

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each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **February, 2020.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

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Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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Telephone (908) 903-3493 Fax (908) 903-3655 e-mail: surety@chubb.com

RECEIVED MAR 2 9 2022

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward J. Cockrell, Sr.,
Chief Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Loma George
County Judge's Office

From: Edward J. Cockrell, Sr EC
Chief Juvenile Probation Officer

Date: March 28, 2022

Re: **Commissioners' Court Agenda, April ~~5~~ 12, 2022**

Please place the following item on the Commissioners' Court agenda for April ~~5~~ 12, 2022.

Juvenile Probation

Receive and File the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12(c).

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

March 24, 2022

Honorable Commissioner's Court
Jefferson County Courthouse
Beaumont, Texas 77701

Re: Jefferson County Juvenile Detention Facility

Gentlemen:

We, the undersigned, being the membership of the Jefferson County Juvenile Board, did on the 24th day of March, personally inspect the detention facilities of the Jefferson County Juvenile Detention Facility at 5326 Highway 69 South, Beaumont, Texas and do hereby certify as to the following:

1. That said facilities, in accordance with Title 3, Texas Family Code, Section 51.12 (c), are suitable for the detaining of 48 juveniles (capacity);

2. That the facilities are operated in accordance with standards for Juvenile Detention Facilities, as promulgated by the Texas Juvenile Justice Department;

3. That said Board has reviewed the Annual Reports as prepared by the facility administrator and;

4. That said facilities are now certified by this Board for 365 days.

Respectfully submitted,

Jefferson County, Juvenile Board

Juvenile Board

Judge Thorne
317th District Court

Judge Randy Shelton
279th District Court

Judge Raquel West
252nd District Court

Judge Mitch Templeton
172nd District Court

Judge Justin Sanderson
60th District Court

Judge Kent Walston
58th District Court

Judge Baylor Wortham
136th District Court

Judge John Stevens
Criminal Court

Judge Jeff Branick
County Judge

Spring 2022

Grant Applicants with Totals:

		Requested:	Awarded:
1.	**City of Beaumont/Beaumont CVB**	$26,790	$26,790
	Transportation – National Beep Baseball Association		
2.	**Lamar State College Port Arthur**	$1,500	$1,500
	Pre-Promotion – Sabine Showdown, & Trade Show		
3.	**Lion Hearted**	$1,155	$1,155
	Bid Fee – Sanctioned Amateur Boxing Event		
4.	**Southeast Texas Baseball Academy**	$16,320	$16,320
	Bid Fee – Baseball Tournaments		
5.	**The Fire Museum of Texas**	$2,150	$950
	Pre-promotion & Advertising – The Fire Museum		
6.	**Southeast Texas Arts Council**	$8,000	$4,000
	Printing of 'Off Ramp' Magazine		
7.	**Art Museum of Southeast Texas**	$8,897	$4,000
	Pre-promotion & Advertising of Fall 2022 Exhibition		
8.	**Golden Triangle Audubon Society**	$4,237.55	$4,237
	Beach/Park on Waterway Funding – Sabine Woods – Brush Hogging etc.		

	Requested:	Awarded:
9. Beaumont Children's Museum	**$5,130**	**$2,930**
Pre-promotion & Advertising for the Museum		
10. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – TX/LA Challenge Stage #2		
11. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – Sabine River Rumble		
12. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – USFA All-Star State Tournament		
13. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – USFA TX/LA State Tournament		
14. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee – USFA Western Nationals		
15. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – USFA Gulf Coast Challenge		
16. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – USFA TX Fall Kick-Off		
17. Stars Over Tx	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – USFA Fall State Tournament		

	Requested:	Awarded:
20. Diamond Dynasty DBA 2D Sports	**$500/$500**	**$500/$500**
Non-Bid Fee Tournament – 2022 LA/TX Border Bash		
22. Port Arthur & Beaumont CVBs	**$16,790**	**$16,790**
Co-op Trade Shows Showcasing Jefferson County Tourism		
23. Port Arthur Convention and Visitors Bureau	**$7,500**	**$7,500**
Bid Fee – Fishing Tournament – Elite Redfish Series		
24. Saltwater Anglers League of Texas (SALT)	**$1,500**	**$1,500**
Pre-promotion of Salt Summer Classic		
25. Beaumont Convention & Visitors Bureau	**$45,000**	**$45,000**
Beach/Park on Waterway – Nature Trail from Nature Center to Cattail Marsh Wetlands		
26. City of Port Arthur	**$19,988**	**$19,988**
Beach/Park on Waterway – Pleasure Island – 12x8 Bird Viewing Wall Structure, trash receptacle, etc.		
27. Beaumont Council of Garden Clubs	**$3,000**	**$1,500**
Advertising for the Beaumont Botanical Gardens		
28. Port Arthur Historical Society (DBA Museum of the Gulf Coast)	**$10,300**	**$8,800**
Pre-promotion & Advertising for the Museum of the Gulf Coast		
Totals:	**$191,178.21**	**$167,460**

Resolution

COUNTY OF JEFFERSON) (

STATE OF TEXAS) (

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of April, 2022, on motion made by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Commissioners' Court of Jefferson County, Texas established the Jefferson County Employee Excellence Award on December 4, 1995; and

WHEREAS, Lynette Hensley, Associate Court Administrator for Justice of the Peace Court, Precinct 4, has been selected as the employee of Jefferson County who meets all of the criteria for this award and who best demonstrates the highest standards of loyalty, knowledge, and respect towards others, and

WHEREAS, these qualities are shown by her 22 years of dedication to Jefferson County, and her overall leadership skills, and compassion for others, which promotes a great example and a great deal of confidence with everyone with whom she shares her knowledge;

NOW, THEREFORE, the Commissioners' Court of Jefferson County, Texas in a regular meeting duly convened and acting in its capacity as the governing body of Jefferson County, does hereby present the 2021 Jefferson County Employee Excellence Award to Lynette Hensley, and praises her for her dedicated service to the citizens and employees of Jefferson County.

Signed this 12 day of April, 2022.

JUDGE JEFF BRANICK
County Judge

COMMISSIONER HUGH PIERCE
Precinct No. 1

COMMISSIONER MICHAEL SINEGAL
Precinct No. 3

COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Regular, April 12, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 12, 2022