Special, 7/26/2022 10:30:00 AM

BE IT REMEMBERED that on July 26, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Absent

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2 (ABSENT)

Absent

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief John Shauberger

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 July 26, 2022

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **26th** day of **July 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 **Special** meeting 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:

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm

Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #

The court will also have a question and answer session at the end of the

meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

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

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

PURCHASING:

(a). Receive and file bids for Invitation for Bid (IFB 22-031/MR) Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County, Pursuant to Chapter 262, Texas Local Government code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 12 - 168

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(b). Consider and approve specifications for Invitation for Bid (IFB 22-028/JW) Rehabilitation of Fuel Farm Pavement at 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; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project will be 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

SEE ATTACHMENTS ON PAGES 169 - 345

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(c). Consider and approve, execute, receive and file Contract Amendment No. 1 (RFQ 21-005/JW), Professional Engineering Services for Mesquite Point Public Boat Ramp Project for Jefferson County with Freese and Nichols, Inc. for an increase of $20,439.00, bringing the contract total from $191,662.00 up to $212,101.00 for additional professional design services for addition of sheet-pile replacement of extended segments of existing bulkhead north and south ramps being replaced, with an addition of (21) calendar days for completion; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is funded by a grant from the Texas Parks and Wildlife Department (TPWD) (Contract No. CA-0000997) and Capital Project Funds.

SEE ATTACHMENTS ON PAGES 346 - 350

Action: TABLED

(d). Consider and approve, execute, receive and file Contract Amendment No. 1 for (RFQ 21-015/JW) Engineering Services for Crane Bayou Pump Station Building and Generators (Community Development Block Grant - Disaster Recovery) Program Project for Jefferson County with Freese and Nichols, Inc. for an increase of $35,000.00 for additional professional services for design development and contract documents for an external fuel tank and pumped transfer system, bringing the contract total from $226,217.00 up to $261,217.00, with an addition of (60) calendar days for a revised completion date of August 30, 2024; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Funding for this project provided by Texas General Land Office (GLO Contract No. 20-065-121-C408); and with this additional project cost over the budgeted GLO grant funds to be funded by the Jefferson County Drainage District No. 7, per Interlocal Agreement.

SEE ATTACHMENTS ON PAGES 351 - 355

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(e). Execute, receive and file renewal for (IFB 21-001/YS) Term Contract for Motor Fuel for Jefferson County for a first one (1) year renewal with Spidle Oil Co. from March 11, 2022 to March 10, 2023.

SEE ATTACHMENTS ON PAGES 356 - 357

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(f). Execute, receive and file a renewal for (IFB 19-034/YS) Term Contract for Herbicides for Jack Brooks Regional Airport for a second one (1) year renewal with Morning Star Industries from August 19, 2021 to August 18, 2022 with proposed price increases, as shown on Attachment A. The price increases are due to an increase in the cost of product manufacturing.

SEE ATTACHMENTS ON PAGES 358 - 361

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(g). Execute, receive and file a renewal for (IFB 19-040/YS) Term Contract for Road Building Material for Jefferson County for a second one (1) year renewal with Vulcan Construction Materials LLC from September 8, 2021 to September 7, 2022 with proposed price increases, as shown on Attachment A. The price increases are due to CPI increases.

SEE ATTACHMENTS ON PAGES 362 - 372

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(h). Execute, receive and file a renewal for (IFB 19-012/YS) Term Contract for Marine Motor Fuel for Jefferson County for a third one (1) year renewal with Sun Coast Resources, Inc. from May 3, 2022 to May 2, 2023 with proposed price increases shown on Attachment A. The price increases are due to CPI increases.

SEE ATTACHMENTS ON PAGES 373 - 374

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

COUNTY AUDITOR:

(a). Consider and approve budget amendment– General Services – additional cost for terminal allowance.

SEE ATTACHMENTS ON PAGES 375 - 375

120-9999-415-9999	CONTINGENCY APPROPRIATION		$224,000.00
120-1024-419-1099	TERMINATION ALLOWANCE	$175,000.00	
120-1024-419-2001	F.I.C.A. EXPENSE	$13,550.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	$35,450.00	

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(b). Consider and approve budget transfer– County Judge – additional cost for attorney fees.

SEE ATTACHMENTS ON PAGES 376 - 376

120-1015-413-1002	ASSISTANTS & CLERKS		$15,000.00
120-1015-413-5029	ATTORNEY FEES	$15,000.00	

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(c). Consider and approve budget transfer– Jail – additional cost for food & overtime.

SEE ATTACHMENTS ON PAGES 377 - 377

120-3062-423-5081	RELIEF-BOARD & LODGING		$500,000.00
120-3062-423-3033	FOOD	$250,000.00	
120-3062-423-1098	OVERTIME ALLOWANCE	$250,000.00	

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(d). Receive and file Financial & Operating Statements – County Funds Only for the Month Ending June 30, 2022.

SEE ATTACHMENTS ON PAGES 378 - 394

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(e). Consider and approve electronic disbursement for $1,616,050.12 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(f).Regular County Bills – check #497121 through check #497381

SEE ATTACHMENTS ON PAGES 395 - 404

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

COUNTY CLERK:

(a).Consider and possibly approve, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and the City of Port Neches for the election to be held on November 8, 2022.

NO ATTACHMENTS

Action: TABLED

(b).Consider and possibly approve, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and Port Neches-Groves ISD for the election to be held on November 8, 2022.

SEE ATTACHMENTS ON PAGES 405 - 414

Action: TABLED

(c).Consider and possibly approve, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and the City of Groves for the election to be held on November 8, 2022.

SEE ATTACHMENTS ON PAGES 415 - 424

Action: TABLED

COUNTY TREASURER:

(a).Receive and File Investment Schedule for June, 2022, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 425 - 427

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

(b).Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of $377,420.75.

SEE ATTACHMENTS ON PAGES 428 - 428

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

(a).Execute, receive and file Utility Permit 09-U-22 to Texas Windstream, LLC for the placement of aerial and buried fiber cable on Brush Island Road, Winnie, Texas. This project is located in Precinct #3.

SEE ATTACHMENTS ON PAGES 429 - 444

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, Sinegal, Alfred
Action: APPROVED

HUMAN RESOURCES:

(a).Consider and possibly approve granting extended leave without pay for up to 90 days for Samone Zenn, an employee of the Sheriff's Department.

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Pierce, Sinegal, 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

Special, July 26, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 26, 2022.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409)835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

June 21, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-031/MR, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County,** Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County 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 Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
BID NUMBER:	**IFB 22-031/MR**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, July 6, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), 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.

Respondents are strongly encouraged to carefully read the entire invitation.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise, & Port Arthur News:
June 22nd and June 29th, 2022
Examiner: **June 30, 2022**

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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 will 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 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 CT to 4:00 pm CT, 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 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. <u>If not written within these specifications</u>, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County**

personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

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 90 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 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.

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-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.
It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

SECTION 2: 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 sub recipient 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 sub recipient 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 sub recipient 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, sub awards, 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 sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub recipients. 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 sub recipients.

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

1. The contract is awarded by a recipient or sub recipient 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 sub recipient 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, **Page 45**

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, sub recipients, 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 applies 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 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."

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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 will result in a response being declared as non-responsive.

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 6, 2022

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.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses 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.

COURTHOUSE SECURITY:
All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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 as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022):

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

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 RFQ 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 1, 2022.**

4. 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.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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

A sample of a completed FORM 1295 is included on **PAGE 29**.

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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education

- an interagency contract of a state agency or an institution of higher education

- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract

- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity

- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code

- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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/PO.			

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 _____ (month), 20_____ (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:
2022-905703

Date Filed:
06/30/2022

Date Acknowledged:
7-18-22 MR(JW)

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CAJUN FLAVOR INC
BEAUMONT, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
JEFFERSON COUNTY, 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.
IFB 22-0321/MR
Term Contract For Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Courville, Richard	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Richard Courville, and my date of birth is 12/22/1959.

My address is 1744 Rose Ln. (street), Beaumont (city), TX (state), 77713 (zip code), USA (country).

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

Executed in Jefferson County, State of Texas, on the 30 day of June (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE.

SAM.GOV

Entity Workspace Results 1 Total Results

CAJUN FLAVOR, INC.

Unique Entity ID:

Entity Status: Pending ID Assignment

Physical Address:
1744 Rose Ln
Beaumont , TX
77713 USA

Expiration Date:
NA

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. 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.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 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)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

11.8 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.

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

11.9.1 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.

11.9.2 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.

11.9.3 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.

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

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

11.9.4.2 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.

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

11.9.6 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

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

11.11 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) 06/30/2022

50

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

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

PRODUCER	CONTACT NAME: Samantha Blanton	
The Maida Agency P.O. Box 21438 Beaumont TX 77720	PHONE (A/C, No, Ext): (409) 835-2584	FAX (A/C, No): (409) 835-2861
	E-MAIL ADDRESS: sblanton@maidains.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	McClelland & Hine Inc	9944
INSURER B :	Mercury Insurance Company of TX	29394
INSURER C :	Texas Mutual Insurance Co.	22945
INSURER D :	Mount Vernon	
INSURER E :		
INSURER F :		

INSURED
Courville's Catering and Special Events, DBA: Cajun Flavor, Inc.
1744 Rose Lane
Beaumont TX 77713

COVERAGES **CERTIFICATE NUMBER:** CL2263007462 **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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			WS372561	12/17/2021	12/17/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA420000016796	01/28/2022	01/28/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PPD	$ 500,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0002004586	10/11/2021	10/11/2022	[ ] 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	Liquor Liability			LQ2003292A	01/30/2022	01/30/2023	Each Occurrence General Aggregate	$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

City of Beaumont
P O Box 3627
Beaumont TX 77704

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

Rusty W. Maida Jr.

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BIDDER INFORMATION FORM

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

Bid Number & Name: IFB 22-031/MR Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County

Bidder's Company/Business Name: Cajun Flavor, Inc. DBA Courville's Catering

Bidder's TAX ID Number: 1-710-01653180-5

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

Contact Person: Jesi Jones **Title:** operations manager

Phone Number (with area code): 409-860-9811

Alternate Phone Number if available (with area code): 409-782-4457

Fax Number (with area code): 409-860-9812

Email Address: catering@courvillescatering.com

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

1744 Rose Ln
Address

Beaumont, TX 77713
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-031/MR.

Scope of Services

General Purpose

- The parties recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively.
- Jefferson County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a contractual agreement based on the terms in this IFB.
- This agreement will be entered into by Jefferson County and the awarded bidder for the purpose of providing hot and cold meals, beverages, utensils, disposable plates and cups, other meal related supplies, and meal catering services and staging of equipment and clean up ("MEALS") for emergency workers in times of hurricanes or other natural or man made disasters or emergencies ("DISASTERS").

Services to be Provided by Caterer

- Caterer, during the months of June through November, agrees to maintain on site at its main facility
    - Sufficient food products, utensils, disposable paper plates and cups, plastic bags, for cleanup and related products so as to be able to serve a minimum of four (4) days worth of MEALS for up to 500 people per meal.
    - Equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.
    - Caterer also agrees to employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.
- The list of the types of MEALS shall be provided by Caterer See **APPENDIX A** for minimum requirements.

- The number of requested meals will be specified by the County's Authorized Representative, but in a large disaster situation, such as a hurricane, it is anticipated there may be a request of up to 500 MEALS per regular serving time (one meal per person) and 200 cold meals/ boxed lunches per evening shift will be required to be prepared on site or delivered to one or more of the County's staging sites.
- There will be 3 regular serving times per day, 1 additional meal provided for shift workers during the night and snacks. Specific meal serving times may be adjusted and/or cancelled by the County's Authorized Representative at any point during the disaster situation.
    - Breakfast: 7:00 AM daily .....500 MEALS
    - Lunch: 12:00 Noon daily .....500 MEALS
    - Dinner: 6:00 PM nightly.....500 MEALS
    - Shift: 11:00 PM nightly .....200 Cold Meals
    - Snacks: Daily as Needed.....500 SNACKS
- Caterer agrees to comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean up for as long as its services are required as a result of the Disaster.
- Caterer agrees to respond to an activation request made by Jefferson County's Authorized Representative and be prepared to serve the first MEALS **as soon as is reasonably possible** depending on the circumstances.
- In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffer-Simpson Scale), Jefferson County's Authorized Representative will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period. But, Caterer must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.
- Caterer understands that providing MEALS requires the staging of equipment at the Jefferson County Courthouse 1149 Pearl Street, Beaumont, Texas (Central Main Location); and perhaps at other locations depending on the circumstances at the time of the disaster.
- Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.
- Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.
- Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by Jefferson County) for each meal that is served and billed to Jefferson County.

County Will

- County agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.
- County agrees to provide necessary parking spaces at the Jefferson County Courthouse and other staging locations as needed, to enable Caterer to use its vehicles and equipment during the time of the Disaster.
- County agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements promptly and adequately.

Detail

- Contract Term: One (1) year from the date of award with an option to renew for two (2) additional years.
- Caterer, upon notification, must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.
- Caterer must comply with current Health Ordinances.
- Bidder is to be able to supply at **fixed rates** up to 500 MEALS per regular serving time (one meal per person), up to 200 cold meals/ boxed lunches (per evening shift) and up to 500 Snacks will be required to be prepared on site or delivered to one or more of the County's staging sites.
- Caterer shall provide sample menus for each serving time in accordance to **APPENDIX A**.

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:

Cajun Flavor, Inc.
Company Name

1744 Rose Ln
Address

Beaumont, TX 77713
City State Zip

J Jones
Signature of Person Authorized to Sign

Jesi Jones
Printed Name

operations manager
Title

For clarification of this offer, contact:

Jesi Jones, operations manager
Name & Title

4098109811 4098109812
Phone Fax

catering@cauvillescatering.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: Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) 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 22-031/MR, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency 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
Jefferson County Clerk

BID FORM

Item	Description	Price Per Meal/ per person
1	Breakfast	$ 20.00
2	Lunch	$ 25.00
3	Dinner	$ 35.00
4	Boxed Lunch	$ 18.00
5	Snacks	$ 12.00

* Additional Information on 2 following pages.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

Cajun Flavor, Inc. Bid Information

In the event of a of a disaster that requires Cajun Flavors to mobilize our entire kitchen + prep-space to an off-site location designated by the customer, an additional Move-In & Move-Out Fee will be required to initialize services. Cajun Flavors, Inc will utilize our local kitchen to prepare all meals and is prepared to drop off & serve requested meals at the prepared site set forth by the customer.

Please see a TWO DAY sample menu listed below:

Breakfast Meal	**Lunch Meal**	**Dinner Meal**
Belgium Waffles + Syrup, Scrambled Eggs, Bacon, Sausage, Hashbrowns, Biscuits + Gravy & Assorted Fruits + Coffee, Water, Orange Juice, Apple Juice, Soft Drinks & Tea	Green Salad + Dressings, Chicken Fried Steak + Gravy, Mashed Potatoes, Cajun Green Beans, Rolls + Butter, Dessert +Soft Drinks, Tea, Coffee & Water	BBQ Beef, Rice Dressing, Potato Salad, BBQ Baked Beans + Pickles, Onions & Texas Toast + Pecan Cobbler + Soft Drinks, Tea, Water & Coffee
Breakfast Meal	**Lunch Meal**	**Dinner Meal**
Pancakes, Scrambled Eggs, Bacon, Biscuits + Gravy & Assorted Fruits with Cereal Options + Coffee, Milk, Water, Orange Juice, Apple Juice, Soft Drinks & Tea	Pasta or Green Salad + Dressings, 1/2 lb All Beef Burgers w/ Toppings & Condiments Available, Sweet Potato Fries + Cookie/ Brownie +Soft Drinks, Tea, Coffee & Water	Center Cut Ribeye, Baked Potato Casserole, Cajun Green Beans + Dinner Roll +Death By Chocolate Dessert +Soft Drinks, Tea, Water & Coffee

BOXED LUNCH MEAL (Available Daily) Hearty Deli Meat & Cheese Sandwich on 10" Hoagie Bun with Toppings & Condiments Available, Assorted Chips, Fruit + Cookie or Dessert Option +Soft Drinks, Tea, Water & Coffee
SNACK MENU (Sample, Constantly Rotating) Various Cookies, Snack Cakes, Snack Bars, Chips, Fruits, Nut Mixes, Beef Jerky, Cereal Bars & Similar Varieties + Coffee, Milk, Water, Orange Juice, Apple Juice, Soft Drinks & Tea

*Vegetarian and Specials Dietary Requests can be considered and prepared for with notice.

Cajun Flavor, Inc. Bid Information

In addition to mobile catering or meal delivery, Cajun Flavor, Inc also acts as a full service emergency response company that can accommodate virtually any request in a timely manner with very little notice. With 20+ years of experience in Disaster Management, our company has the ability and resources to add aspects to a location that will create the customers very own self-sustained job site. These preferences can be prepared for ahead of time and remain on hold for the year to be used if/when they are needed upon quick notice. While pre-planning is always preferred, our company has created and nourished great relationships with many vendors through the years that allow us the ability to arrange services at a moments notice for those last minute needs as well. The following items are examples of additional services that might be needed during an event (e.g. hurricane, flood, etc.):

-Specialized Tenting:
    Pole/Structure tents possibly needed for dining, shelter, meeting locations, lodging, etc with additional options such as flooring, walls, doors, AC/Heat, electricity, lighting, etc.
-Portable Restroom Trailers
-Portable Shower Facilities
-Portable/Mobile Laundry Services
-Bagged Ice Trailers
-Audio Visual Services
    Projector, Screen, Sound System, Microphone, DVD, etc.
-Portable Generators
-Portable Lighting/Light Poles
-Security

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: Entergy, Texas

Address: 34 Tanager Trail Woodlands, TX 77381

Contact Person and Title: Kelly Carson

Phone: 713-816-8907 Fax: _____

Email Address: jcarso1968@gmail.com Contract Period: Storm events, yearly

Scope of Work: Disaster Response & Management

REFERENCE TWO

Government/Company Name: Exxonmobil

Address: 11440 Hwy 90 Beaumont, TX 77713

Contact Person and Title: Jon Zack Waybright

Phone: 409-454-4985 Fax: _____

Email Address: zwaybrat@yahoo.com Contract Period: Storm events, per event

Scope of Work: Emergency Response & Safety Coordinator

REFERENCE THREE

Government/Company Name: Beaumont Police Department

Address: P.O. Box 3827 Beaumont, TX 77704

Contact Person and Title: James P. Singletary

Phone: 409-284-1076 Fax: _____

Email Address: james.singletary@beaumonttexas.gov Contract Period: per event

Scope of Work: Chief of Police

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.

Cajun Flavor, Inc.	J. Jones
Bidder (Entity Name)	Signature
11744 Rose Ln	Jesi Jones
Street & Mailing Address	Print Name
Beaumont, TX 77713	06/30/22
City, State & Zip	Date Signed
4098409811	4098409812
Telephone Number	Fax Number
Catering@Cajunflavorcatering.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:

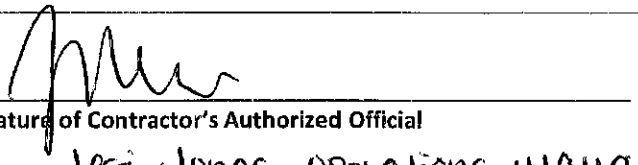
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

Jesi Jones, Operations Manager

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

6/30/22

Date

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

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.**

Cajun Flavor, Inc.

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

10/30/22
Date

Adopted 8/7/2015

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

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/sub consultants 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.

Jesi Jones
Printed Name of Authorized Representative

J Jones
Signature

operations manager
Title

06/30/22
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/sub consultants 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/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

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

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize subcontractors/sub consultants 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

N/A

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

N/A

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

N/A

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 Cajun Flavor, 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.):	1-76-0653180-5
Company Name submitting bid/proposal:	Cajun Flavor, Inc.
Mailing address:	1744 Rose Ln. Beaumont, TX 77713
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**
72306	1744 Rose Ln., Beaumont, TX 77713

* 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, Richard Courville, the undersigned representative of (company or business name) Cajun Flavor, 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 2270.002, 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

06/30/22
Date

On this 30 day of June, 2022, personally appeared

Richard Courville, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal
KATHY M JACKSON
Notary ID #11230973
My Commission Expires
July 22, 2022

Kathy M. Jackson
Notary Signature

6/30/22
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid 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 22S2.152 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.

Cajun Flavor, Inc.

Company Name

IFB 22-031/MR

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Richard Courville (name), who

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

"I, Richard Courville (name) am a duly authorized officer of/agent

for Cajun Flavor, Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Cajun Flavor, Inc. (name of firm).

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

Name and address of Bidder: Cajun Flavor, Inc., 17744 Rose Ln. Beaumont, TX 77713

Fax: 4098600-9812 Telephone# 409-860-9811

by: RICH Courville (print name) Title: OWNER

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20___.

[signature] Notary Public in and for the State of TEXAS

KATHY M JACKSON
Notary ID #11230973
My Commission Expires
July 22, 2022

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

Appendix A

Appendix A:

Emergency Menu Minimum Standards-
To Be Used As A Guideline to Submit Your Own Menu

BREAKFAST

EVERYDAY: FRUIT, EGGS, BREAKFAST SANDWICH/BURRITO, MILK, JUICE, and COFFEE

ROTATE (MEATS) BACON, SAUSAGE, OR HAM (BREADS) PANCAKE, FRENCH TOAST, TORTILLAS, OR BISCUITS (SIDES) GRITS, OATS, OR HASHBROWNS

LUNCH

EVERYDAY: BOTTLED WATER, SODAS, WRAP/SANDWICH, SALAD AND A SNACK

ROTATE (SIDES) VEGTABLES, FRENCH FRIES, CHIPS, OR MASHED POTATOES
(MAIN COURSE) CHICKEN FRIED STEAK, HAMBURGERS, POT ROAST, BEEF TIPS AND RICE CHOPPED BBQ SANDWICHES, OR CHICKEN FRIED CHICKEN

DINNER

EVERYDAY BOTTLED WATER, SODAS, TEA, SALAD, WRAP/SANDWICH AND A DESSERT

ROTATE (SIDES) HUSHPUPPIES, SLAW, BOILED RED POTATOES, PINTO BEANS, RICE, VEGTABLES, POTATO SALAD, AND MASHED POTATOES
(MAIN COURSE) FRIED CATFISH, RIBEYES, CHICKEN FRIED STEAK, BBQ BRISKET AND SMOKED SAUSAGE, SPAGHETTI AND MEAT BALLS, FRIED SHRIMP, OR GRILLED/FRIED CHICKEN

SHIFT MENU-Boxed Lunch

EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

DELI SANDWICH WITH BAG OF CHIPS, PIECE OF FRUIT, AND A COOKIE OR SIMILAR DESSERT

SNACK

EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

COOKIES, FRUIT, CHIPS, SNACK CAKES

Appendix B

Appendix B

STATE OF TEXAS **CONTRACT NUMBER: 22-031/MR**
COUNTY OF JEFFERSON **TEMPORARY CANTEEN (MEAL CATERING)**

WHEREAS, JEFFERSON COUNTY has determined there is a need to provide for Temporary Canteen (Meal Catering) during natural or man-made disasters or emergencies at Jefferson County Courthouse Staging area; located at 1149 Pearl, Beaumont, TX and perhaps at other locations depending on the circumstances at the time of disaster.

WHEREAS, JEFFERSON COUNTY has requested and reviewed proposals for a Temporary Canteen (Meal Catering) Contractor in accordance with applicable Federal, State and local laws and ordinances regarding health, sanitation, and safety.

WHEREAS, JEFFERSON COUNTY has determined that (Vendor Name) can best provide Temporary Canteen (Meal Catering) at Jefferson County Courthouse located at 1149 Pearl, Beaumont, TX and perhaps at other locations depending on the circumstances at the time of disaster.

WHEREAS, this agreement is made between (Vendor Name) (hereinafter referred to as (CONTRACTOR) and the COUNTY OF JEFFERSON, TEXAS (hereinafter referred to as (COUNTY) acting by and through its duly authorized representative, Jefferson County Judge Jeff Branick.

NOW THEREFORE, the parties agree as follows:

ARTICLE I
RETENTION OF CONTRACTOR

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

ARTICLE II
TERM OF AGREEMENT

Regardless of the date of execution, this Agreement shall become effective (Start Date TBD) and continue in force until (End Date TBD) with the option to extend for two (2) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month-to-month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement, which extends beyond the current fiscal year, is executed subject to future appropriations to fund its provision.

ARTICLE III
CREDENTIALING

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing, and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV
TERMINATION

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void, and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR, which would substantially interfere with the performance of the duties, set out herein.
5. Failure by CONTRACTOR to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTORS obligations under this Agreement.

ARTICLE V
DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for all duties specified in IFP Specification Number 22-031/MR, which by this reference is incorporated in full into this agreement, and include but are not limited to the following:

1. CONTRACTOR shall furnish Temporary Canteen (Meal Catering) in accordance with the Specifications of IFP 22-031/MR.

2. CONTRACTOR will bring in their own furnishings, kitchen equipment and television(s) and with the understanding upon expiration of agreement equipment remains property of (Vendor Name)

3. CONTRACTOR's hours of operation will be 7:00 am - 8:00 pm and may be adjusted by the County's Authorized Representative at any point during the disaster situation.

4. CONTRACTOR will be responsible for all licenses and permits necessary to comply with all local, state, and federal mandates pertaining to food service operations.

5. CONTRACTOR shall be responsible for all long distance telephone charges, direct cable/internet installation and charges incurred in the performance of this Agreement.

6. CONTRACTOR is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to CONTRACTOR including walk-ins, storerooms, freezers, dishroom, office, staff, and dining rooms and receiving area.

7. CONTRACTOR and its employees assigned to COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.

8. CONTRACTOR is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.

9. CONTRACTOR employees must be properly attired in a standard uniform.

10. All Cafeteria Services employees in the kitchen and Cafeteria Services areas must wear hair restraints (nets or hats).

11. CONTRACTOR employees are subject to background check and wear security identification while working in the County facilities.

12. CONTRACTOR employees are subject to search at any time while within secured areas of COUNTY facilities.

13. CONTRACTOR must obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety. CONTRACTOR will be subject to inspections in the kitchen by authorized personnel from the Jefferson County Courthouse Superintendent of Maintenance and City Health Department.

ARTICLE VI
DUTIES OF COUNTY

COUNTY shall provide access to dumpsters and recycling containers at reasonable times to be negotiated between CONTRACTOR and Courthouse Superintendent of Maintenance.

COUNTY will provide, install, and permit CONTRACTOR to use the capital equipment, which COUNTY deems necessary for Temporary Canteen (Meal Catering) and related activities.

COUNTY shall approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc., prior to any such action being taken by the Contractor.

COUNTY will provide the cafeteria facility, standard utilities, existing equipment, tables and chairs, and related utilities to the Contractor at no charge to the Contractor.

COUNTY will provide all preventive maintenance and repairs on all equipment related to the cafeteria operation, including refrigerators, freezers, ice machines, stoves, warmers, etc., that are used directly by the cafeteria operation. The Jefferson County Maintenance Department will maintain all building systems (HVAC, electrical, structural).

ARTICLE VII
RATES

COUNTY shall pay directly to CONTRACTOR Payment per month in accordance with CONTRACTOR'S response to IFP Number 22-031/MR, which with the IFP Specifications for IFP Number 22-031/MR are by referenced in the Fee Structure Schedule as follows.

Item	Description	Price Per Meal/ per person
1	Breakfast	$
2	Lunch	$
3	Dinner	$
4	Boxed Lunch	$
5	Snacks	$

ARTICLE VIII
RELATIONSHIP OF PARTIES

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for affecting the provisions of this Agreement.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTORS profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide food services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE IX
INSURANCE

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

ARTICLE X
INDEMNIFICATION

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

ARTICLE XI
MISCELLANEOUS

This agreement, Specifications for IFP Number 22-031/MR, and CONTRACTOR'S response constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that any party or anyone acting on behalf of any party that is not embodied in this Agreement has made no inducements or promises, oral or otherwise.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The law of the State of Texas hereunder, shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties and all venues shall be in Jefferson County, Texas.

This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. §200.326 and 2 C.F.R. Part 200 and as stated within Appendix 1 "2 C.F.R. § 200.326 Required Clauses" if applicable.

SAMPLE

ARTICLE XII
NOTICES

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: (Vendor)

COUNTY: Jefferson County Purchasing Department
Deborah L. Clark, County Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Signed on this (Date TBD).

SAMPLE

OWNER:

Jefferson County
BY: _____
Jeff Branick

TITLE: County Judge

ATTEST:

_____
Laurie Leister
County Clerk

CONTRACTOR:

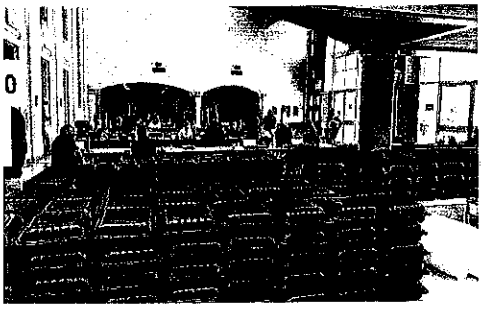
(Vendor Name)
BY: _____
(Owner Name)

TITLE: Owner

PROPOSAL

ORIGINAL

SLS



TEMPORARY CANTEEN (MEAL CATERING) DISASTER/EMERGENCY FOR JEFFERSON COUNTY

IFB 22-031/MR

JEFFERSON COUNTY PURCHASING DEPARTMENT

Attention: Deborah L. Clark, Purchasing Agent
1149 Peral Street, 1st Floor
Beaumont, TX 77701

Phone: 409.835.8593 | Email: syphrett@co.jefferson.tx.us

JULY 6, 2022 at 11:00 AM (CT)

SLSCO LTD.

P.O. BOX 17017, GALVESTON, TX 77552 | PHONE 713.880.8411
STAN LEDBETTER, DIVISION PRESIDENT | SLEDBETTER@SLSCO.COM | MOBILE 409.789.3760

RESTRICTION OR DISCLOSURE AND USE OF DATA

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this proposal if it is obtained from another source without restriction. All data in this proposal are subject to this restriction.

July 5, 2022

Deborah L. Clark
Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

RE: RFP No. 2022-001 Disaster Emergency Response Services

Ms. Clark,

On behalf of **SLSCO LTD. (SLS)**, I am pleased to present this submittal to **Jefferson County** in response to **IFP 22-031/MR, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County.**

For the past 15 years, SLS has provided disaster response and recovery services throughout the United States.

Our company SLS has a recent and directly relevant history of successfully providing disaster response solutions throughout the United States, and along the Gulf Coast in particular. We have efficiently executed emergency catering and base camp sheltering similar in scope to this solicitation for Florida Department of Transportation (FDOT), Texas Department of Transportation (TxDOT), and multiple local and state agencies throughout the United States as previously mentioned.

Our proven track record of providing emergency and disaster response solutions for federal, state, regional, county, and municipal entities of every size, while specializing in the provision of turnkey emergency base camp operations, logistics support and recovery services, makes us a leader in the response industry. SLS' innovative solutions for design, manpower, materials and fast-track project execution minimize project risk, time, and cost. The SLS team's demonstrated experience in the civilian and military sectors, combined with our government contracting experience at home and overseas, allow SLS to provide our clients proven, unique approaches for executing complex missions from beginning to end.

SLS has the operational, financial and resource capacity to undertake this assignment for Jefferson County. Our company's excellent performance ratings and familiarity with providing rapid response in emergency situations qualifies us as the preferred provider for the services outlined in this solicitation. SLS has extensive experience providing services during declared emergencies and all aspects of our operation are performed in a manner designed with full FEMA reimbursement in mind, and in accordance with FEMA Public Assistance requirements.

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This response to IFP 22-031/MR will outline our company's past performance providing emergency catering and base camp services similar in size and scope to those anticipated for Jefferson County.

For the provision of this anticipated contract, your primary point of contact will be:

Stan Ledbetter
P: 713.880.8411
M: 409.789.3760
E: sledbetter@slsco.com

As Division President, I am the **Authorized Signatory** for the services requested in this solicitation.

Thank you for your consideration. We look forward to hearing from you soon.

Regards,

Stan Ledbetter
Division President

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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409)835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

June 21, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-031/MR, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County,** Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County 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 Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**
BID NUMBER:	**IFB 22-031/MR**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, July 6, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), 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.

Respondents are strongly encouraged to carefully read the entire invitation.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise, & Port Arthur News:
June 22nd and June 29th, 2022
Examiner: **June 30, 2022**

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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 will result in a response being declared as non-responsive.

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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.

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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

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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 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 CT to 4:00 pm CT, 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

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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

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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.

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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 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. <u>If not written within these specifications</u>, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County**

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personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

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

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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.

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

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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 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.

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

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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-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.
It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

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SECTION 2: 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.

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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

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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.

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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 sub recipient 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.

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5. COPELAND ANTI-KICKBACK ACT.

a. Standard.
Recipient and sub recipient 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 sub recipient 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

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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.

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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.

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(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, sub awards, 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 sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub recipients. 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 sub recipients.

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

1. The contract is awarded by a recipient or sub recipient in the amount of at least $25,000.

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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 sub recipient 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.

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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, **Page 45**

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.

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Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS.

a. Standard.
All recipients, sub recipients, 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 applies 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.

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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

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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 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."

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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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 will result in a response being declared as non-responsive.

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 6, 2022

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.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses 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.

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COURTHOUSE SECURITY:
All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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 as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022):

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

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 RFQ 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.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 1, 2022.**

4. 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

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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.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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

A sample of a completed FORM 1295 is included on **PAGE 29.**

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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

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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/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 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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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:
2022-905829

Date Filed:
06/30/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SLSCO Ltd
Galveston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFP 22-031
MR Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County

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 Sheryl Blair, and my date of birth is 11/3/1963.

My address is 6702 Broadway (street), Galveston (city), TX (state), 77554 (zip code), USA (country).

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

Executed in Galveston County, State of Texas, on the 30th day of June (month), 2022 (year).

Sheryl Blair

Signature of authorized agent of contracting business entity
(Declarant)

Last updated by Sheryl Blair on Jan 25, 2022 at 11:10 AM

SLSCO LTD.

SAM.GOV®

SLSCO LTD.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
F1PMZXNJ7NM5	**5C2J9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 25, 2023**	
Physical Address	Mailing Address	
6702 Broadway ST **Galveston, Texas 77554** **United States**	**P.O. Box 17017** **Gal Veston, Texas 77552-7017** **United States**	

Business Information

Doing Business as	Division Name	Division Number
S L S	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 14	**Texas / United States**	**https://www.slsco.com/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jan 27, 2022	**Jan 25, 2022**	**Feb 26, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 14, 2007	**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
Partnership or Limited Liability Partnership	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Last updated by Sheryl Blair on Jan 25, 2022 at 11:10 AM *SLSCO LTD.*

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
No	**No**
EFT Indicator	CAGE Code
0000	**5C2J9**

Points of Contact

Electronic Business

William W Sullivan	**6702 Broadway** **Galveston, Texas 77554** **United States**
Sheryl Blair	13 Evia Main Galveston, Texas 77554 United States

Government Business

William W Sullivan	**6702 Broadway** **Galveston, Texas 77554** **United States**
Sheryl Blair	13 Evia Main Galveston, Texas 77554 United States

Past Performance

TODD SULLIVAN	**13 Evia Main** **Galveston, Texas 77554** **United States**
Sheryl Blair	13 Evia Main Galveston, Texas 77554 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**238990**	**All Other Specialty Trade Contractors**
	212321	**Construction Sand And Gravel Mining**
	236115	**New Single-Family Housing Construction (Except For-Sale Builders)**
	236116	**New Multifamily Housing Construction (Except For-Sale Builders)**
	236118	**Residential Remodelers**
	236210	**Industrial Building Construction**
	236220	**Commercial And Institutional Building Construction**
	237110	**Water And Sewer Line And Related Structures Construction**
	237310	**Highway, Street, And Bridge Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	624230	**Emergency And Other Relief Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

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Last updated by Sheryl Blair on Jan 25, 2022 at 11:10 AM

ELSCO LTD.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

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

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

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

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

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

9. 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.

10. INSURANCE.
The contractor (including any and all subcontractors as defined in Section 11.1.3 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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **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.

11.1.2 **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.

11.1.3 **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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

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

11.5.1 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

11.5.2 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.

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

11.7 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.

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11.8 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.

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

11.9.1 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.

11.9.2 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.

11.9.3 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.

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

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

11.9.4.2 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.

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

11.9.6 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

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

11.11 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.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2022

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 McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043	**CONTACT NAME:** Julia Becvar **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:** jbecvar@mcgriff.com
INSURED SLSCO, Ltd. P.O. Box 17017 Galveston, TX 77552	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Crum & Forster Specialty Insurance Company — 44520 INSURER B : The Phoenix Insurance Company — 25623 INSURER C : Texas Mutual Insurance Company — 22945 INSURER D : Argonaut Insurance Company — 19801 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** GMM7Y33F **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:			ECG106865	05/26/2022	03/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-6P127610-22-26-G	05/26/2022	03/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			EFX120408	05/26/2022	03/31/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			0001307608 WC928888471754	05/26/2022	03/31/2023	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured on the General Liability, Automobile and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate Holder as respects the General Liability, Automobile, Workers' Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies. All as required by written contract subject to policy terms, conditions, and exclusions. In the event of cancellation by the insurance companies, the General Liability, the Texas Workers' Compensation, Automobile and Excess policies have been endorsed to provide 30 days' Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

CERTIFICATE HOLDER

For Informational Purposes Only
PO Box 17017
Galveston, TX 77552

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 R Michael Broadlove, JR

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EVIDENCE OF PROPERTY INSURANCE GMM7Y33F

DATE (MM/DD/YYYY) 06/10/2022

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

AGENCY McGriff Insurance Services, Inc. 10100 Katy Freeway, #400 Houston, TX 77043 Julia Becvar	PHONE (A/C, No, Ext): 713-877-8975 COMPANY Travelers Lloyds Insurance Company
FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS: jbecvar@mcgriff.com CODE: SUB CODE: AGENCY CUSTOMER ID #: 069167-000	
INSURED SLSCO, Ltd. P.O. Box 17017 Galveston, TX 77552	LOAN NUMBER POLICY NUMBER: QT6608073X011TLC22 EFFECTIVE DATE: 05/26/2022 EXPIRATION DATE: 03/31/2023 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Occurrence Form Limit of Insurance	$5,000,000	$5,000 Each
New Frame Construction including Renovations (Protection Class 1-7)	$2,000,000	project except
New Frame Construction including Renovations (Protection Class 8-10)	$1,000,000	2% of value at
Existing Building Frame Construction (Protection Class 1-7)	$500,000	time of loss
Existing Building Frame Construction (Protection Class 8-10)	$500,000	subject to a
Model Homes and Completed Homes (Protection Class 1-7)	$1,000,000	$25,000
Model Homes and Completed Homes (Protection Class 8-10)	$1,000,000	minimum for
Property In Transit	$250,000	Named Storms
Property In Temporary Storage	$250,000	
Flood Coverage (Zone C and Unshaded X only)	$1,000,000	$25,000 Flood
Earth Movement Coverage (Entirely Outside a High Hazard County, Moderate Hazard County or Moderate Hazard Independent City)	$1,000,000	$25,000 Earth Movement

REMARKS (Including Special Conditions)

Wind/Hail in all High Hazard & Tier 1 Counties or Parishes is Excluded.
Valuation - Replacement Cost
The Builders Risk is subject to monthly reporting, terms and conditions applicable to this policy.

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.

ADDITIONAL INTEREST

NAME AND ADDRESS	
For Informational Purposes Only PO Box 17017 Galveston, TX 77552	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE LOAN # AUTHORIZED REPRESENTATIVE R Michael Broadlove, Jr

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Page 2 of 6

AGENCY CUSTOMER ID: _____
LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

Page 3 of 6

PRODUCER McGriff Insurance Services, Inc.	INSURED SLSCO, Ltd.
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 08/10/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Excess Liability
Effective: 05/26/2022 - 03/31/2023
Carrier: Axis Surplus Insurance Company, NAIC #: 26620
Policy Number: ELZ661484012022
$5,000,000 Each Occurrence
$5,000,000 Aggregate Limit

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AGENCY CUSTOMER ID: _____
LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

Page 4 of 6

PRODUCER McGriff Insurance Services, Inc.	INSURED SLSCO, Ltd.
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 06/10/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Contractors Equipment Coverage
Carrier: Phoenix Insurance Company; NAIC #: 25623
Policy #: QT6608076X50APHX22
Policy Period: 05/26/2022 to 03/31/2023
$500,000 Leased or Rented - Any One Item
$ 1,000 Deductible

Certificate Holder is Loss Payee and Additional Insured, as their interest may appear, if required by written contract.

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LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

Page 5 of 6

PRODUCER McGriff Insurance Services, Inc.	INSURED SLSCO, Ltd.
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 06/10/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Cyber Liability
Effective: 11/25/2021 - 11/25/2022
Carrier: Accredited Specialty Insurance Company, NAIC #: 16835
Policy Number: 2CIATX17S010452800
$5,000,000 Network Security and Privacy Liability
$5,000,000 Regulatory Investigations, Fines and Penalties
$5,000,000 Media Liability
$5,000,000 Breach Management Expenses

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AGENCY CUSTOMER ID: _____
LOC #: _____

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ADDITIONAL REMARKS SCHEDULE

Page 6 of 6

PRODUCER McGriff Insurance Services, Inc.	INSURED SLSCO, Ltd.
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 06/10/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Contractors Pollution & Errors & Omissions
Crum & Forster Specialty Insurance Company; NAIC #: 44520
Policy # PKC112979
Effective 05/26/2022 - 03/31/2023
$5,000,000 Contractor's Pollution
$5,000,000 Errors & Omissions
$5,000,000 Policy Aggregate

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BIDDER INFORMATION FORM

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

Bid Number & Name: IFB 22-031/MR Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County

Bidder's Company/Business Name: SLSCO LTD.

Bidder's TAX ID Number: 20-8780114

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

Contact Person: Stan Ledbetter **Title:** Division President

Phone Number (with area code): 713.880.8411

Alternate Phone Number if available (with area code): 409.789.3760

Fax Number (with area code): 713.880.2427

Email Address: sledbetter@slsco.com

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

6702 Broadway St.
Address

Galveston, TX 77554
City, State, Zip Code

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-031/MR.

Scope of Services

General Purpose

- The parties recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively.
- Jefferson County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a contractual agreement based on the terms in this IFB.
- This agreement will be entered into by Jefferson County and the awarded bidder for the purpose of providing hot and cold meals, beverages, utensils, disposable plates and cups, other meal related supplies, and meal catering services and staging of equipment and clean up ("MEALS") for emergency workers in times of hurricanes or other natural or man made disasters or emergencies ("DISASTERS").

Services to be Provided by Caterer

- Caterer, during the months of June through November, agrees to maintain on site at its main facility
  - Sufficient food products, utensils, disposable paper plates and cups, plastic bags, for cleanup and related products so as to be able to serve a minimum of four (4) days worth of MEALS for up to 500 people per meal.
  - Equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.
  - Caterer also agrees to employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.
- The list of the types of MEALS shall be provided by Caterer See **APPENDIX A** for minimum requirements.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- The number of requested meals will be specified by the County's Authorized Representative, but in a large disaster situation, such as a hurricane, it is anticipated there may be a request of up to 500 MEALS per regular serving time (one meal per person) and 200 cold meals/ boxed lunches per evening shift will be required to be prepared on site or delivered to one or more of the County's staging sites.
- There will be 3 regular serving times per day, 1 additional meal provided for shift workers during the night and snacks. Specific meal serving times may be adjusted and/or cancelled by the County's Authorized Representative at any point during the disaster situation.
    - Breakfast: 7:00 AM daily .....500 MEALS
    - Lunch: 12:00 Noon daily .....500 MEALS
    - Dinner: 6:00 PM nightly.....500 MEALS
    - Shift: 11:00 PM nightly .....200 Cold Meals
    - Snacks: Daily as Needed.....500 SNACKS
- Caterer agrees to comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean up for as long as its services are required as a result of the Disaster.
- Caterer agrees to respond to an activation request made by Jefferson County's Authorized Representative and be prepared to serve the first MEALS as soon as is reasonably possible depending on the circumstances.
- In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffer-Simpson Scale), Jefferson County's Authorized Representative will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period. But, Caterer must be prepared to serve the first MEALS within twelve (12) hours of a Disaster if necessary.
- Caterer understands that providing MEALS requires the staging of equipment at the Jefferson County Courthouse 1149 Pearl Street, Beaumont, Texas (Central Main Location); and perhaps at other locations depending on the circumstances at the time of the disaster.
- Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.
- Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.
- Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by Jefferson County) for each meal that is served and billed to Jefferson County.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

County Will

- County agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.
- County agrees to provide necessary parking spaces at the Jefferson County Courthouse and other staging locations as needed, to enable Caterer to use its vehicles and equipment during the time of the Disaster.
- County agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements promptly and adequately.

Detail

- Contract Term: One (1) year from the date of award with an option to renew for two (2) additional years.
- Caterer, upon notification, must be prepared to serve the first MEALS **within twelve (12) hours** of a Disaster if necessary.
- Caterer must comply with current Health Ordinances.
- Bidder is to be able to supply at **fixed rates** up to 500 MEALS per regular serving time (one meal per person), up to 200 cold meals/ boxed lunches (per evening shift) and up to 500 Snacks will be required to be prepared on site or delivered to one or more of the County's staging sites.
- Caterer shall provide sample menus for each serving time in accordance to **APPENDIX A**.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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): A1 _____, _____, _____, _____.

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

SLSCO LTD.
Company Name

6702 Broadway St.
Address

Galveston, TX 77554
City State Zip

Signature of Person Authorized to Sign

Stan Ledbetter
Printed Name

Division President
Title

For clarification of this offer, contact:

Stan Ledbetter, Division President
Name & Title

713.880.8411 713.880.2427
Phone Fax

sledbetter@slsco.com
E-mail

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) 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 22-031/MR, Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency 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
Jefferson County Clerk

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

BID FORM

Item	Description	Price Per Meal/ per person
1	Breakfast	$ 35
2	Lunch	$ 35
3	Dinner	$ 48
4	Boxed Lunch	$ 25
5	Snacks	$ 3

* Mobilization Charge | $8,500
* Demobilization | $6,000

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 X Date Received 6/30/2022

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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: Florida Division of Emergency Management

Address: 2555 Shumard Oak BLVD, Tallahassee, FL 32399

Contact Person and Title: Nick Mayernick

Phone: 850.273.2630 Fax:

Email Address: nicholas.mayernick@myflorida.com Contract Period:

Scope of Work: Emergency catering up to 700 meals per day, facility conversion, logistics support, clinical staff

REFERENCE TWO

Government/Company Name: Jefferson Parish Sheriff's Office

Address: 100 Dolhonde ST, Gretna, LA 70053

Contact Person and Title: Sean Lusk

Phone: 504.494.2145 Fax:

Email Address: lusk_ss@jpso.com Contract Period: 9/1/2021- 9/16/2022

Scope of Work: Emergency catering, water, ice, equipment, fuel, generator power

REFERENCE THREE

Government/Company Name: Texas Department of Transportation

Address: 7600 Washington AVE, Houston, TX 77007

Contact Person and Title: Rhonda Branecky, Assistant Regional Director

Phone: 210.859.9389 Fax:

Email Address: rhonda.branecky@txdot.gov Contract Period: October 2017

Scope of Work: Emergency base camp sheltering, catering at 5 locations following Hurricane Harvey

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

SIGNATURE PAGE

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

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

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

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

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

SLSCO LTD.	Stan
Bidder (Entity Name)	Signature
6702 Broadway St.	Stan Ledbetter
Street & Mailing Address	Print Name
Galveston, TX 77554	July 1, 2022
City, State & Zip	Date Signed
713.880.8411	713.880.2427
Telephone Number	Fax Number
sledbetter@slsco.com	
E-mail Address	

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

Stan Ledbetter, Division President

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

July 1, 2022

Date

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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.	OFFICE USE ONLY
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.	Date Received

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

SLSCO LTD.

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.

Not Applicable

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.

This form does not apply to SLSCO LTD. We have no relationship with any individual related to Jefferson County, TX that would present any conflict.

4

Signature of vendor doing business with the governmental entity

July 1, 2022

Date

Adopted 8/7/2015

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/sub consultants 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.

Stan Ledbetter
Printed Name of Authorized Representative

Signature

Division President
Title

July 1, 2022
Date

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

* SLS will make every effort to engage HUB, woman-owned and minority owned businesses upon award. Our company has not made these efforts as part of the bid preparation.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

Bidder intends to utilize subcontractors/sub consultants 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/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Stan Ledbetter — Printed Name of Contractor Representative
Signature of Representative
July 1, 2022 — Date

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

_____ Printed Name of HUB
_____ Signature of Representative
_____ Date

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

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: SLSCO LTD. HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): n/a

Address: 6702 Broadway St, Galveston, TX 77554
Street City State Zip

Phone (with area code): 713.880.8411 Fax (with area code): 713.880.2727

Project Title & No.: Term Contract for Temporary Canteen (Meal Catering) IFB/RFP No.: 22-031/MR

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.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: HUB business participation will be sought upon award

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.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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): Stan Ledbetter

Title: Division President

Signature: Stan

Date: July 1, 2022

E-mail address: sledbetter@slsco.com

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

Name (print or type): Matt Weisberger

Title: Program Manager

Date: July 1, 2020

E-mail address: mweisberger@slsco.com

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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 SLSCO LTD. [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.):	20-8780114
Company Name submitting bid/proposal:	SLSCO LTD.
Mailing address:	6702 Broadway St., Galveston, TX 77554
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.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

HOUSE BILL 89 VERIFICATION

I, Stan Ledbetter, the undersigned representative of (company or business name) SLSCO LTD. (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

July 1, 2022
Date

On this 01 day of July, 2022, personally appeared Stan Ledbetter, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

JONI JANE SCHIRMER
Notary ID #128035151
My Commission Expires
September 9, 2025

Joni J. Schirmer
Notary Signature

07/01/2022
Date

IFB 22-031/MR
Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jeffer

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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.

SLSCO LTD.

Company Name

IFB 22-031/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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 Galveston

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

on this day personally appeared Stan Ledbetter (name), who

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

"I, Stan Ledbetter (name) am a duly authorized officer of/agent

for SLSCO LTD. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said SLSCO LTD. (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: SLSCO LTD.
6702 Broadway St., Galveston, TX 77554

Fax: 713.880.2427 Telephone# 713.880.8411

by: Stan Ledbetter (print name) Title: Division President

Signature: Stan

SUBSCRIBED AND SWORN to before me by the above-named
Stan Ledbetter on

this the 01 day of July, 2022

Joni J. Schirmer
Notary Public in and for
the State of Texas

JONI JANE SCHIRMER
Notary ID #128035151
My Commission Expires
September 9, 2025

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Appendix A

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Appendix A:

Emergency Menu Minimum Standards- To Be Used As A Guideline to Submit Your Own Menu

BREAKFAST
EVERYDAY: FRUIT, EGGS, BREAKFAST SANDWICH/BURRITO, MILK, JUICE, and COFFEE

ROTATE (MEATS) BACON, SAUSAGE, OR HAM (BREADS) PANCAKE, FRENCH TOAST, TORTILLAS, OR BISCUITS (SIDES) GRITS, OATS, OR HASHBROWNS

LUNCH
EVERYDAY: BOTTLED WATER, SODAS, WRAP/SANDWICH, SALAD AND A SNACK

ROTATE (SIDES) VEGTABLES, FRENCH FRIES, CHIPS, OR MASHED POTATOES
(MAIN COURSE) CHICKEN FRIED STEAK, HAMBURGERS, POT ROAST, BEEF TIPS AND RICE CHOPPED BBQ SANDWICHES, OR CHICKEN FRIED CHICKEN

DINNER
EVERYDAY BOTTLED WATER, SODAS, TEA, SALAD, WRAP/SANDWICH AND A DESSERT

ROTATE (SIDES) HUSHPUPPIES, SLAW, BOILED RED POTATOES, PINTO BEANS, RICE, VEGTABLES, POTATO SALAD, AND MASHED POTATOES
(MAIN COURSE) FRIED CATFISH, RIBEYES, CHICKEN FRIED STEAK, BBQ BRISKET AND SMOKED SAUSAGE, SPAGHETTI AND MEAT BALLS, FRIED SHRIMP, OR GRILLED/FRIED CHICKEN

SHIFT MENU-Boxed Lunch
EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

DELI SANDWICH WITH BAG OF CHIPS, PIECE OF FRUIT, AND A COOKIE OR SIMILAR DESSERT

SNACK
EVERYDAY BOTTLED WATER, SODAS, TEA, AND COFFEE

COOKIES, FRUIT, CHIPS, SNACK CAKES

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Breakfast

Sample Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
EGG	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs	Scrambled Eggs
EGG	Loaded Scrambled Egg	Poached Egg	Western Scrambled Egg	Loaded Scrambled Egg	Poached Egg	Western Scrambled Egg	Loaded Scrambled Egg
PROTEIN	Sausage Patties	Sausage Links	Sausage Patties	Sausage Links	Sausage Patties	Sausage Links	Sausage Patties
PROTEIN	Bacon	Bacon	Ham	Bacon	Bacon	Country Fried Steaks	Bacon
GRAVY	Sausage Gravy	Sausage Gravy	Red Gravy	Sausage Gravy	Red Gravy	White Gravy	Sausage Gravy
CARBOHYDRATE/ BREAD	Biscuit / French Toast	Biscuit / Chocolate Chip Pancake	Biscuit / French Toast	Biscuit / Blueberry Pancake	Biscuit / French Toast	Biscuit / Banana Pancake	Biscuit / French Toast
CARBOHYDRATE/ POTATO	Hash Browns	Home Fries	Hash Brown Casserole	Hash Browns	Smothered Potatoes	Hash Browns	Hash Browns
CARBOHYDRATE/ GRITS	Grits	Cheddar Grits	Grits	Cheddar Grits	Grits	Cheddar Grits	Grits
CARBOHYDRATE/ OATMEAL	Oatmeal	Oatmeal	Oatmeal	Oatmeal	Oatmeal	Oatmeal	Oatmeal
DRINKS	Water, Coffee, Juice	Water, Coffee, Juice	Water, Coffee, Juice	Water, Coffee, Juice	Water, Coffee, Juice	Water, Coffee, Juice	Water, Coffee, Juice

Lunch

Sample Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
ENTRÉE	Cuban Sandwich	Ham Sandwich	Club Sandwich	Chicken Sandwich	Tuna Sandwich	Roasted Pork Loin Sandwich	Club Sandwich
CARBOHYDRATE	Potato Chips	Potato Chips	Potato Chips	Potato Chips	Potato Chips	Potato Chips	Potato Chips
VEGETABLE	Buttered Peas	Cheesy Baked Cauliflower	Spanish Rice	Bahama Blend	Green Beans	Mixed Squash & Tomato	Roasted Vegetables
DESSERT	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies	Assorted Cookies
DRINKS	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Dinner

Sample Menu

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
ENTRÉE 1	Bacon Wrapped Salisbury Steak	Grilled Pork Chops	Ribeye	Chicken Parmesan	Fried Cod with Tartar Sauce	Chicken Alfredo	Fried Chicken
ENTRÉE 2	King Ranch Chicken	Baked Ziti	Sauteed Scampi	Crawfish Etouffee	Roasted Chicken	Meat Sauce	Red Beans Boudin
CARBOHYDRATE 1	Potato Au Gratin	Included in Ziti	Loaded Mashed Potatoes	White Rice	Macaroni & Cheese	Spaghetti	Mashed Potatoes
CARBOHYDRATE 2	Rice Pilaf	Pan Roasted Potatoes	Sweet Potato Fries	Buttered Bowtie Pasta	Rice Pilaf	Garlic Red Potatoes	White Rice
VEGETABLE 1	Green Beans	Fried Squash	Vegetable Medley	Buttered Corn	Zucchini & Squash	Baja Blend	Corn on the Cobb
VEGETABLE 2	Corn	Smothered Cabbage	Onions & Mushrooms	Broccoli & Cheese	Peas	Carrots with Garlic Butter	Country Green Beans
SALAD	Mixed Greens	Spinach Salad	Chicken Salad	Mixed Greens	Cole Slaw	Caesar Salad	Potato Salad
DESSERT	Chocolate Cake	Apple Crisp	Blueberry Cobbler	Chocolate Pie	Peach Dump Cake	Coconut Cake	Lemon Pie
BREAD	Dinner Rolls	Garlic Stick	Wheat / White Rolls	Corn Bread	French Bread	Garlic Bread	Dinner Rolls
DRINKS	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea	Water, Sweet & Unsweet Tea

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Appendix B

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Appendix B

STATE OF TEXAS **CONTRACT NUMBER: 22-031/MR**
COUNTY OF JEFFERSON **TEMPORARY CANTEEN (MEAL CATERING)**

WHEREAS, JEFFERSON COUNTY has determined there is a need to provide for Temporary Canteen (Meal Catering) during natural or man-made disasters or emergencies at Jefferson County Courthouse Staging area; located at 1149 Pearl, Beaumont, TX and perhaps at other locations depending on the circumstances at the time of disaster.

WHEREAS, JEFFERSON COUNTY has requested and reviewed proposals for a Temporary Canteen (Meal Catering) Contractor in accordance with applicable Federal, State and local laws and ordinances regarding health, sanitation, and safety.

WHEREAS, JEFFERSON COUNTY has determined that (Vendor Name) can best provide Temporary Canteen (Meal Catering) at Jefferson County Courthouse located at 1149 Pearl, Beaumont, TX and perhaps at other locations depending on the circumstances at the time of disaster.

WHEREAS, this agreement is made between (Vendor Name) (hereinafter referred to as (CONTRACTOR) and the COUNTY OF JEFFERSON, TEXAS (hereinafter referred to as (COUNTY) acting by and through its duly authorized representative, Jefferson County Judge Jeff Branick.

NOW THEREFORE, the parties agree as follows:

ARTICLE I
RETENTION OF CONTRACTOR

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

ARTICLE II
TERM OF AGREEMENT

Regardless of the date of execution, this Agreement shall become effective (Start Date TBD) and continue in force until (End Date TBD) with the option to extend for two (2) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month-to-month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement, which extends beyond the current fiscal year, is executed subject to future appropriations to fund its provision.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ARTICLE III
CREDENTIALING

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing, and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV
TERMINATION

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void, and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR, which would substantially interfere with the performance of the duties, set out herein.
5. Failure by CONTRACTOR to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTORS obligations under this Agreement.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ARTICLE V
DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for all duties specified in IFP Specification Number 22-031/MR, which by this reference is incorporated in full into this agreement, and include but are not limited to the following:

1. CONTRACTOR shall furnish Temporary Canteen (Meal Catering) in accordance with the Specifications of IFP 22-031/MR.

2. CONTRACTOR will bring in their own furnishings, kitchen equipment and television(s) and with the understanding upon expiration of agreement equipment remains property of (Vendor Name)

3. CONTRACTOR's hours of operation will be 7:00 am - 8:00 pm and may be adjusted by the County's Authorized Representative at any point during the disaster situation.

4. CONTRACTOR will be responsible for all licenses and permits necessary to comply with all local, state, and federal mandates pertaining to food service operations.

5. CONTRACTOR shall be responsible for all long distance telephone charges, direct cable/internet installation and charges incurred in the performance of this Agreement.

6. CONTRACTOR is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to CONTRACTOR including walk-ins, storerooms, freezers, dishroom, office, staff, and dining rooms and receiving area.

7. CONTRACTOR and its employees assigned to COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.

8. CONTRACTOR is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.

9. CONTRACTOR employees must be properly attired in a standard uniform.

10. All Cafeteria Services employees in the kitchen and Cafeteria Services areas must wear hair restraints (nets or hats).

11. CONTRACTOR employees are subject to background check and wear security identification while working in the County facilities.

12. CONTRACTOR employees are subject to search at any time while within secured areas of COUNTY facilities.

13. CONTRACTOR must obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety. CONTRACTOR will be subject to inspections in the kitchen by authorized personnel from the Jefferson County Courthouse Superintendent of Maintenance and City Health Department.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ARTICLE VI
DUTIES OF COUNTY

COUNTY shall provide access to dumpsters and recycling containers at reasonable times to be negotiated between CONTRACTOR and Courthouse Superintendent of Maintenance.

COUNTY will provide, install, and permit CONTRACTOR to use the capital equipment, which COUNTY deems necessary for Temporary Canteen (Meal Catering) and related activities.

COUNTY shall approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc., prior to any such action being taken by the Contractor.

COUNTY will provide the cafeteria facility, standard utilities, existing equipment, tables and chairs, and related utilities to the Contractor at no charge to the Contractor.

COUNTY will provide all preventive maintenance and repairs on all equipment related to the cafeteria operation, including refrigerators, freezers, ice machines, stoves, warmers, etc., that are used directly by the cafeteria operation. The Jefferson County Maintenance Department will maintain all building systems (HVAC, electrical, structural).

ARTICLE VII
RATES

COUNTY shall pay directly to CONTRACTOR Payment per month in accordance with CONTRACTOR'S response to IFP Number 22-031/MR, which with the IFP Specifications for IFP Number 22-031/MR are by referenced in the Fee Structure Schedule as follows.

Item	Description	Price Per Meal/ per person
1	Breakfast	$
2	Lunch	$
3	Dinner	$
4	Boxed Lunch	$
5	Snacks	$

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ARTICLE VIII
RELATIONSHIP OF PARTIES

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for affecting the provisions of this Agreement.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTORS profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide food services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE IX
INSURANCE

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

ARTICLE X
INDEMNIFICATION

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ARTICLE XI
MISCELLANEOUS

This agreement, Specifications for IFP Number 22-031/MR, and CONTRACTOR'S response constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that any party or anyone acting on behalf of any party that is not embodied in this Agreement has made no inducements or promises, oral or otherwise.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The law of the State of Texas hereunder shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties and all venues shall be in Jefferson County, Texas.

This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. §200.326 and 2 C.F.R. Part 200 and as stated within Appendix 1 "2 C.F.R. § 200.326 Required Clauses" if applicable.

SAMPLE

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

ARTICLE XII
NOTICES

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: (Vendor)

COUNTY: Jefferson County Purchasing Department
Deborah L. Clark, County Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Signed on this (Date TBD).

SAMPLE

OWNER:	CONTRACTOR:
Jefferson County	(Vendor Name)
BY: _____ Jeff Branick	BY: _____ (Owner Name)
TITLE: County Judge	TITLE: Owner

ATTEST:

_____
Laurie Leister
County Clerk

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

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

ADDENDUM TO IFB 22-031/MR

IFB Number:	IFB 22-031/MR
IFB Title:	Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County
IFB Due:	**11:00 am, CT, July 6, 2022**
Addendum No.:	1
Issued (Date):	6-30-2022

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 Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum:

1. **Questions and answers from Offerors**

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)

Division President

Title of Person Signing Above

Stan Ledbetter

Typed Name of Business or Individual

6702 Broadway ST, Galveston, TX 77554

Address

1. Q – During the months of June through November will the selected caterer be required to store all food products in quantities adequate to feed up to 500 people per meal for four days at their own physical facility or Jefferson County facilities? We believe "its own facilities" refers to the caterer's facility. Please advise.
   A – Yes, "its own facilities" refers to the Contractors facilities.

2. Q – Given that this contract grants no guaranteed purchase, does the County require that the selected caterer store fresh food ingredients during the months June through November in adequate quantities to provide meals such as those identified in Appendix A? Or would the County consider that the selected caterer be allowed to sore adequate amounts of ancillary products and supplies excluding fresh food such as chicken, ribeye, eggs, etc., understanding that the contracted caterer must still meet requirements to serve meals within 12 hours?
   A – The contracted caterer can store food as they see fit understanding they are required to serve meals within 12 hours of notification from the County.

3. Q - Understanding that meals are required to be served within the first 12 hours following activation, will the selected caterer be required to stage equipment at Jefferson County Courthouse facilities during the months of June through November, or can the successful bidder mobilize equipment from its own location or another to provide catering services within the 12 hour response time?
   A – The contracted caterer should store mobilization equipment at the location of their choosing, understanding they are required to serve meals within 12 hours of notification.

Jefferson County Purchasing Department

Deborah L. Clark, Purchasing Agent

1149 PEARL STREET
1st FLOOR, BEAUMONT, TEXAS 77701

OFFICE MAIN: (409) 835-8593
FAX: (409)835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

July 26, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-028/JW) Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport.** Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County 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:	**Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport**
BID NUMBER:	**IFB 22-028/JW**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, August 24, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

There will be a Pre-Bid Conference and Walk-Through at 2:00 PM CT on Thursday, August 4, 2022, at the Airport Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's only opportunity to view secured areas of the project.

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

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), Minority/Women Business Enterprises (M/WBEs), 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.

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, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
July 27, 2022, and August 3, 2022

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BID SUBMISSIONS:

One (1) Original and Two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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 and/or completed all required documentation will 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," commonly 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 receiving 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 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. **If not written within these specifications, Potential Bidders /Vendors shall not visit or conduct discussions with other County Departments or representatives.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives

authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

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 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.

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-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

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

SECTION 2: 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.

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.

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.

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.

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.

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.

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.

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.

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.

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 **Error! Reference source not found.**, Paragraph **Error! Reference source not found.** 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.

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.

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.

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.

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 contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

    a. Goals for minority participation for each trade: Vol. 45 Federal Register pg. 65984 (10/3/80)

    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.

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.

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

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.

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.

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."*

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."

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 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1 SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and Two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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 and/or complete all required documentation will result in a response being declared as non-responsive.

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

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

All submissions must be received by 11:00 am CT, Wednesday, August 24, 2022.

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

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.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

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

All bid responses 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.

Please direct questions to Jamey West, Contract Specialist via e-mail at: jwest@co.jefferson.tx.us

3.2 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals 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 as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022)

~~**January 17, 2022,**~~	~~Martin Luther King, Jr. Day~~	~~Monday~~
~~**February 21, 2022,**~~	~~President's Day~~	~~Monday~~
~~**April 15, 2022,**~~	~~Good Friday~~	~~Friday~~
~~**May 30, 2022,**~~	~~Memorial Day~~	~~Monday~~
~~**July 4, 2022,**~~	~~Independence Day~~	~~Monday~~
September 5, 2022,	Labor Day	Monday
November 11, 2022,	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023,	New Year's	Monday

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 RFQ 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.

3.3 PRE-BID MEETING AND WALK-THROUGH.

There will be a Pre-Bid Conference and Walk-Through at 2:00 PM CT on Thursday, August 4, 2022, at the Airport Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's only opportunity to view secured areas of the project.

3.4 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Jamey West, Contract Specialist** at: jwest@co.jefferson.tx.us The Deadline for asking questions or requesting additional information (in writing) **is 5:00 pm CT, Monday, August 15, 2022.**

3.5 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.

3.6 FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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

A sample of a completed FORM 1295 is included on **PAGE 30**.

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."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have

a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 contracts exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

• a sponsored research contract of an institution of higher education

• an interagency contract of a state agency or an institution of higher education

• a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract

• a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity

• a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code

• a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

YOUR FIRM NAME 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.

BID/CONTRACT/PO NUMBER GOES HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 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 — Vendor is to complete #6 - Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

<u>BIDDER</u>: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE.

3.7 MULTIPLE VENDOR AWARD.

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

3.8 DELIVERY.

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

3.9 PAYMENT.

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

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

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

3.10 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.

3.11 INSURANCE.

The contractor (including any and all subcontractors as defined in Section 3.12.3 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)

3.12 WORKERS' COMPENSATION INSURANCE.

3.12.1 Definitions:

3.12.1.1 **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.

3.12.1.2 **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.

3.12.1.3 **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.

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

3.12.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 3.11 above**.

3.12.4 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.

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

3.12.5.1 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

3.12.5.2 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.

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

3.12.7 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.

3.12.8 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.

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

3.12.9.1 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.

3.12.9.2 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.

3.12.9.3 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.

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

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

3.12.9.4.2 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.

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

3.12.9.6 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

3.12.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **3.12.1. – 3.12.7**, with the certificates of coverage to be provided to the person for whom they are providing services.

3.12.10 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.

3.12.11 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.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Jamey West, Contract Specialist via email at: jwest@co.jefferson.tx.us Please reference Bid Number: IFB 22-028/JW.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for the Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport located adjacent to and south of the BPT air traffic control tower (ATCT). Fuel supply trucks enter the property through a secured gate just east of the fuel farm. The pavement at the fuel farm of the Jack Brooks Regional Airport has ongoing deterioration and needs to be rehabilitated or replaced. The estimated PCI of the pavement is approximately 40 or less.

The fuel farm concrete panels will be replaced in such a way to reduce the down time of the fueling area. The panel replacement will be coordinated to not impact the ability of the fuel farm to continue to provide fuel to aircraft using the airport. The subgrade must be adequately tested (density, Soil type, and CBR) to determine if it is sufficient to support the pavement surface. The scope of the project includes: • Full depth panel replacement of concrete at fuel loading and unloading area. • Full replacement of the containment wall. • Repair of underground drainage failure beneath pavement, if necessary. The finished product will meet NFPA 407, DOT, and EPA standards for fuel transfer area containment.

TECHNICAL SPECIFICATIONS:

Technical Specifications for this project may be found starting on **Page 61**.

BID FORM:

The BID FORM for this project may be found on **Page 40.**

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 22-028/JW)
Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

If Applicable: **DBE 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 <u>physical address for bid bond return</u>, if applicable):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

<u>BIDDER</u>: INSERT BID SURETY BEHIND THIS PAGE.

BID FORM

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures. **All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner**

DESCRIPTION:	☐ Base Bid			
REF. NO. 1	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Mobilization C-105	1	LS		

DESCRIPTION:	☐ Base Bid			
REF. NO. 2	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Construction Safety (Barricades, Signs, and Traffic Handling) SS-120	1	LS		

DESCRIPTION:	☐ Base Bid			
REF. NO. 3	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Allowance for Storm Sewer Pipe Replacement D-701a	1	LS		

DESCRIPTION:	☐ Base Bid			
REF. NO. 4	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Install PVC Pipe (2 Inch) D-701b	6	LF		

DESCRIPTION:	☐ Base Bid			
REF. NO. 5	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Sawcut, Remove and Dispose Existing Concrete Pavement Full Depth (8 Inches) P-101-5.1a	602	SY		

DESCRIPTION:	☐ Base Bid			
REF. NO. 6	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Sawcut, Remove and Dispose Existing Asphalt Ramp P-101-5.1b	70	SY		

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

BID FORM (CONTINUED)

DESCRIPTION:	☐ Base Bid			
REF. NO. 7	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Sawcut, Remove and Dispose Existing 6" Vertical Curb P-101-5.1c	302	LF		

DESCRIPTION:	☐ Base Bid			
REF. NO. 8	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Embankment in Place P-152-4.2	30	CY		

DESCRIPTION:	☐ Base Bid			
REF. NO. 9	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Unsuitable Excavation P-152-4.4	30	CY		

DESCRIPTION:	☐ Base Bid			
REF. NO. 10	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Lime Treated Subgrade (8 inches) P-152-8.1	602	SY		

DESCRIPTION:	☐ Base Bid			
REF. NO. 11	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Lime P-152-8.2	31	TON		

DESCRIPTION:	☐ Base Bid			
REF. NO.12	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Reinforced Concrete Pavement (8 Inches) P-501-8.1a	526	SY		

DESCRIPTION:	☐ Base Bid			
REF. NO. 13	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Reinforced Concrete Pavement Ramp (8-12 Inches) P-501-8.1b	76	SY		

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

BID FORM (CONTINUED)

DESCRIPTION:	☒ Base Bid			
REF. NO. 14	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Biodegradable Erosion Control Logs (Install) TXDOT 506-6.6.1	200	LF		

DESCRIPTION:	☒ Base Bid			
REF. NO. 15	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Biodegradable Erosion Control Logs (Removal) TXDOT 506-6.6.2	200	LF		

DESCRIPTION:	☒ Base Bid			
REF. NO. 16	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4" Concrete Curb TXDOT 529	278	LF		

DESCRIPTION:	☒ Base Bid			
REF. NO. 17	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Furnish and Install 4' Steel Bollards	2	EA		

DESCRIPTION:	☒ Base Bid			
REF. NO. 18	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
Install 6' Rubber Speed Bumps	4	EA		

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or equivalent 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: _____

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.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

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.

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

_____

Date

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

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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

DEBARMENT/SUSPENSION CERTIFICATION

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 (No procurement Debarment and Suspension).

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

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: **Error! Hyperlink reference not valid.**and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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.

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.

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.

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.

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.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order 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.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

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 DBEs 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 DBE Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting DBE 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 DBE Subcontractor participation?

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

☐ Yes ☐ No 3. **Provide** DBEs 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 DBEs, and not reject bids from DBEs that qualify as lowest and responsive Bidders?

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

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) DBE 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 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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 DBE Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ DBE: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

DBE Subcontractor Name: _____

DBE 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 DBE 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 "DBE 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUBCONTRACTING 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: _____ DBE: ☐ Yes ☐ No

DBE 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 DBE Subcontract(s): $ _____

Construction DBE 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 DBE OFFICE USE ONLY:

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

PART I. DBE SUBCONTRACTOR DISCLOSURE

DBE Subcontractor Name: _____

DBE 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

DBE Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

DBE Subcontractor Name: _____

DBE 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: _____

DBE Subcontractor Name: _____

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

Was the Jefferson County DBE Office contacted for assistance in locating DBEs? ☐ Yes ☐ No

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

The Bidder shall use this area to provide a listing of all "Non-DBE" Subcontractors, including suppliers, who will perform under this project. A list of those "Non-DBE" 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-DBE" 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
<u>Bidder</u>: Please complete this form and include with bid submission.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *DBE Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attach 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
<u>Bidder</u>: 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 a 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

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

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.

TECHNICAL SPECIFICATIONS

DAVIS BACON MINIMUM WAGE SCALE AND PAYROLL REQUIREMENTS

1.1 Following 29 CFR 5.5 (a) (1) (v), use the rates listed on the Wage Determination Attachment for minimum wage and benefits for the labor classifications applicable to the Work.

1.2 These rates do not prohibit payment of more than the rates stated.

1.3 Apply rates in this Document 00810 to site work greater than five (5) feet from exterior wall of new building under construction or from exterior wall of existing building.

Certified Payroll Requirements

2.1 The Contractor shall submit the "Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "A") to the Monitoring Authority prior to final execution of the contract.

2.2 During the course of the work, ALL Subcontractors shall submit the "Certificate from Subcontractor Appointing Officer or Employee to Supervise Payment of Employees" (Exhibit "B") to the Monitoring Authority.

Article 5159a of the Revised Civil Statutes of Texas, passed by the 43rd Legislature Acts of 1933, Page 91, Chapter 45, provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be per diem wages which shall be paid for each craft type of workman. This Article further provides the CONTRACTOR shall forfeit, as a penalty, to the City, County, or State , or other political subdivision. Ten Dollars ($10.00) per day for each laborer, or workman, or mechanic who is not paid the stipulated wage for the type of work performed by him as set up on the wage scale. The OWNER is authorized to withhold from the CONTRACTOR, after full investigation by the awarding body, the amount of this penalty in any payment that might be claimed by the CONTRACTOR or SUBCONTRACTOR. The Act make the CONTRACTOR responsible for the acts of the SUBCONTRACTOR in this respect. The Article likewise requires that the CONTRACTOR and SUBCONTRACTOR keep an accurate record of the names and occupations of all persons employed by him and show the actual per diem wages paid to each worker, and these records are open to the inspection of the OWNER.

EXHIBIT "A"

Wage Determination Publication Date:
January 7, 2022
for
General Decision Number: **TX20220038 01/07/2022 TX38**
Superseded General Decision Number: TX20210038

State: Texas
Construction Type: Highway
Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

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 that 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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

LABOR CLASSIFICATIONS AND PREVAILING WAGE RATES
CONSTRUCTION 2022

CLASSIFICATION	RATE	CLASSIFICATION	RATE
Cement Mason / Concrete Finisher- Paving and Structures	$12.98	Power Equipment Operator, Foundation Drill, Truck Mounted	$15.89
Electrician * 3 Journeyman to 2 Apprentices Allowed	$27.11	Power Equipment Operator, Front End Loader, 3 CY or less	$13.32
Form Builder / Form Setter- Paving and Curb	$12.34	Power Equipment Operator, Front End Loader, over 3 CY	$13.17
Form Builder / Form Setter- Structures	$12.23	Power Equipment Operator, Loader/Backhoe	$14.29
Laborer, Asphalt Raker	$12.36	Power Equipment Operator, Mechanic	$16.96
Laborer, Common	$11.02	Power Equipment Operator, Milling Machine	$13.53
Laborer, Flagger	$10.33	Power Equipment Operator, Motor Grader, Fine Grade	$15.69
Laborer, Pipelayer	$12.12	Power Equipment Operator, Motor Grader, Rough	$14.23
Laborer, Utility	$11.73	Power Equipment Operator, Off Road Hauler	$14.60
Laborer, Work Zone Barricade Servicer	$11.67	Power Equipment Operator, Pavement Marking Machine	$11.18
Painter (Structures)	$18.62	Power Equipment Operator, Piledriver	$14.95
Power Equipment Operator, Asphalt Distributor Operator	$14.06	Power Equipment Operator, Roller, Asphalt	$11.95
Power Equipment Operator, Asphalt Paving Machine	$14.32	Power Equipment Operator, Roller, Other	$11.57
Power Equipment Operator, Broom or Sweeper	$12.68	Power Equipment Operator, Scraper	$13.47
Power Equipment Operator, Concrete Paving Finishing Machine	$13.07	Servicer	$13.97
Power Equipment Operator, Concrete Paving, Curing, Float Texturing Machine	$11.71	Power Equipment Operator, Spreader Box	$13.58
Power Equipment Operator, Concrete Saw	$13.99	Steel Worker, Reinforcing Steel	$15.15
Power Equipment Operator, Crane, Hydraulic 80 tons or less	$13.86	Steel Worker, Structural Steel	$14.39
Power Equipment Operator, Crane, Lattice boom 80 tons or less	$14.97	Steel Worker, Structural Steel Welder	$12.85
Power Equipment Operator, Crane, Lattice boom over 80 tons	$15.80	Truck Driver, Low Boy Float	$16.03
Power Equipment Operator, Crawler Tractor	$13.68	Truck Driver, Single Axle	$11.46
Power Equipment Operator, Excavator, 50,000 pounds or less	$12.71	Truck Driver, Single-or Tandem Axle Dump	$11.48
Power Equipment Operator, Excavator, over 50,000 pounds	$14.53	Truck Driver, Tandem Axle Tractor w/ Semi-Trailer	$12.27
Power Equipment Operator, Foundation Drill, Crawler Mounted	$17.43		
Welders - Receive rate prescribed for craft performing operation to which welding is incidental			
* Apprentices- must be in an approved USDOL Program and cannot exceed ratios			

EXHIBIT "B"

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

Project Name _____

_____

Project WBS#: _____ Date _____

Email Address: _____

(I) (We) hereby certify that (I am) (we are) the Prime Contractor for _____

_____
(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning _____, 20___;that ___he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and Jefferson County, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to the Jefferson County a new certificate appointing some other person for the purposes hereinabove stated.

_____ Phone: _____
(Identifying Signature of Appointee)

Attest: _____
(Name of Firm or Corporation)

By: _____ By: _____
(Signature) (Signature)

_____ _____
(Title) (Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be 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 and Jefferson County.

EXHIBIT "C"

CERTIFICATE FROM SUBCONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name _____

_____

Project WBS#: _____ Date _____

Email Address: _____

(I) (We) hereby certify that (I am) (we are) the Sub Contractor for _____

_____
(specify type of job)

in connection with construction of the above-mentioned Project, and that (I) (we) have appointed _____, whose signature appears below, to supervise the payment of (my) (our) employees beginning ____, 20__; _____ that ___ he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland Act and Jefferson County, which he/she is to execute with (my) (our) full authority and approval until such time as (I) (we) submit to Jefferson County a new certificate appointing some other person for the purposes herein above stated.

_____ Phone: _____
(Identifying Signature of Appointee)

Attest: _____
(Name of Firm or Corporation)

By: _____ By: _____
(Signature) (Signature)

_____ _____
(Title) (Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be 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 and Jefferson County.

END OF DOCUMENT

TECHNICAL SPECIFICATIONS

REHABILITATION OF FUEL FARM PAVEMENT
JACKBROOKS REGIONAL AIRPORT (BPT)
ISB 22-028/JW

May 2022

ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved and shall comply with bid plans and specifications. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

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CONTRACTOR SAFETY PLAN COMPLIANCE DOCUMENTS

Owner Name: Jefferson County

Airport: Jack Brooks Regional Airport

Project Description: Fuel Farm Pavement Reconstruction

Contractor: _____

Each item listed below corresponds to a specific section of the plans. The Contractor shall certify that he/she will comply with each section of the plans. Each section with a "no" response must be fully explained in an attachment to the CSPCD. The document shall be signed and dated by a manager, principal or owner of the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval.

1. **Section 1 – Correspondence:** This project shall be completed in accordance with the plans.

Owner: Alex Rupp, Airport Manager	Phone: 409.719.4900
Engineer: The Solco Group LLC	
Kelvin Solco, PE	Phone: 817.564.6895
Contractor:	

2. **Section 2 - Phasing:** This project shall be completed in accordance with the plans.

   Yes_____ No_____ N/A_____

3. **Section 3 - Areas of Operations affected by Construction Activity:** This project shall be completed in accordance with the plans.

   Yes_____ No_____ N/A_____

4. **Section 4 - Protection of Navigational Aids (NAVAIDs):** This project shall be completed in accordance with the plans.

   Yes_____ No_____ N/A___X___

5. **Section 5 - Contractor Access:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A_____

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A___X_____

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A_____

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A____ X _____

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A_____

10. **Section 10 - Inspection Requirements:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A_____

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A_____

12. **Section 12 – Penalties:** This project shall be completed in accordance with the plans and specifications.

Yes_____ No_____ N/A_____

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with the plans and specifications.

Yes_____ No_____ N/A_____

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A___X_____

15. **Section 15 - Marking and Signs for Access Routes:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A_____

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with the plans.

Yes_____ No_____ N/A_____X_____

17. **Section 17 - Work Zone Lighting for Nighttime Construction:** This project shall be completed in accordance with the plans.

    Yes_____ No_____ N/A_____

18. **Section 18 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach/Departure Surfaces:** This project shall be completed in accordance with the plans.

    Yes_____ No_____ N/A___X____

For the project identified herein, I certify that the responses to the foregoing items are correct as marked and meet the compliance of the plans.

Signed: _____
Contractor's Authorized Representative

Date: _____

_____
Print Name and Title of Contractor's Representative

END OF ITEM SS-101

ITEM C-105
MOBILIZATION

DESCRIPTION

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **5** percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

~~**105-4 Engineer/RPR field office.** The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes. An Engineer/RPR field office is not required.~~

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 50%.

b. When 50% or more of the original contract is earned, an additional 40%.

~~**c.** When ---% or more of the original contract is earned, an additional ---%.~~

d. After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 -6.1	Mobilization (Maximum 5% of Total Bid Exclusive Mobilization -	per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

ITEM SS-120
CONSTRUCTION SAFETY AND SECURITY

DESCRIPTION

120-1.1 This item covers safety and security for construction of the proposed improvements.

The attention to the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Construction Safety and Security."

The items in the "Construction Safety and Security shall include:

1. Temporary Signs and Barricades
2. Airport Security/Safety Requirements

CONSTRUCTION METHODS

120-2.1 Temporary Signs and Barricades

The contractor shall furnish, install, maintain, and remove barricades and temporary signs in accordance with AC 150/5370-2 Operational Safety on Airports During Construction and details on the plans and as directed by the Engineer.

All work involved in the furnishing, installation, maintenance, fueling and removal of barricades and temporary signs will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

120-2.2 Airport Security and Safety Requirements

The Contractor shall abide by the Airport Security and Safety requirements that are outlined in the approved CSPP. Any costs associated with Airport Security requirements will not be measured by separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

MEASUREMENT AND PAYMENT

120-3.1 Construction security and safety will be measured as a lump sum complete item. Work completed and accepted under this item will be paid as a lump sum price bid for "Construction Safety and Security," which include full compensation for furnishing all labor, tools and equipment and incidentals necessary to do complete the work. Payment will be made under:

Item SS -120-3.1 Construction Safety and Security, Barricades, Signs, and Traffic Handling – per Lump Sum

END OF ITEM SS-120

ITEM D-701
PIPE FOR STORM DRAINS AND CULVERTS

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

	American Association of State Highway and Transportation Officials (AASHTO) M167 Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field-Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drainpipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter
AASHTO R73	Standard Practice for Evaluation of Precast Concrete Drainage Productions
ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Structural Steel Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains

ASTM A849	Standard Specification for Post Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM C1479	Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
ASTM C1577	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1786	Standard Specification for Segmental Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers Designed According to AASHTO LRFD
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe
ASTM D3262	Standard Specification for “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Sewer Pipe
ASTM D4161	Standard Specification for “Fiberglass” (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM F667	Standard Specification for 3 through 24 in Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drainpipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

701-2.3 Concrete. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi (13.8 MPa) at 28 days and conform to the requirements of ASTM C94.

701-2.4 Rubber gaskets. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the “RE” closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477. Not used.

701-2.5 Joint mortar. Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

701-2.6 Joint fillers. Poured filler for joints shall conform to the requirements of ASTM D6690.

701-2.7 Plastic gaskets. Plastic gaskets shall conform to the requirements of ASTM C990. Not used.

701-2.8. Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets. Not used.

701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches (300 mm) on each side. The trench walls shall be vertical.

The Contractor shall comply with all current federal, state, and local rules and regulations governing the safety of men and materials during the excavation, installation, and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching, and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch (200 mm) or 1/2 inch (12 mm) for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	**mm**	**inch**	**mm**
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of

3/4 inches (19 mm). For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 (0.075 mm) sieve. For all other areas, no more than 50% of the material shall pass the No. 200 (0.075 mm) sieve. The bedding shall have a thickness of at least 6 inches (150 mm) below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands or (6).

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required or Concrete pipe joints shall be sealed with butyl mastic meeting ASTM C990 or mortar when soil tight joints are required. Joints shall be thoroughly wetted before applying mortar or grout.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

d. Fiberglass pipe. Joints and fittings shall be as detailed on the plans and in accordance with the manufacturer's recommendations. Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals. **or** Enter manufacturers joint installation requirements.

701-3.5 Embedment and Overfill. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones

larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches (150 mm) on each side of the pipe and shall be brought up one foot (30 cm) above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches (150 mm) and shall be brought up evenly on each side of the pipe to one foot (30 cm) above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be place and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D698 . The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe interior. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.

For pipe sizes larger than 48 inches, a walk-through visual inspection shall be performed.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

Flexible pipes shall be inspected for rips, tears, joint separations, soil migration, cracks, localized buckling, settlement, alignment, and deflection. Determine whether the allowable deflection has been exceeded by use of a laser profiler for internal pipe diameters of 48 inches or less, or direct measurement for internal pipe diameters greater than 48 inches. Laser profile equipment shall utilize low barrel distortion video equipment. Deflection of installed pipe shall not exceed the limits provided in the table below, as a percentage of the average inside diameter of the pipe.

Maximum Allowable Pipe Deflection

Type of Pipe	**Maximum Allowable Deflection (%)**
Corrugated Metal Pipe	5
Concrete Lined CMP	3
Thermoplastic Pipe	5
Fiberglass	5

If deflection readings in excess of the allowable deflection are obtained, remove the pipe with excessive deflection and replace with new pipe. Isolated areas may exceed allowable by 2.5% with concurrence of RPR. Repair or replace any pipe with cracks exhibiting displacement across the crack, bulges, creases, tears, spalls, or delamination. The report for flexible pipe shall include as a minimum, the deflection results and final post installation inspection report. The inspection report shall include: a copy of all videos taken, pipe location identification, equipment used for inspection, inspector name, deviation from design line and grade, and inspector's notes.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. Identify each class, types and size of pipe shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

701-4.2. Precast box culverts shall be measured by individual unit and size.

701-4.3 The volume of concrete for pipe cradles shall be the number of cubic yards (cubic meters) of concrete that is completed in place and accepted.

701-4.4 The volume of rock, hardpan, or other unyielding material shall be the number of cubic yards (cubic meters) excavated. No payment shall be made for the cushion material placed for the bed of the pipe.

BASIS OF PAYMENT

701-5.0 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.1 Payment will be made at the contract unit price per linear foot (meter) for identify each class and size of pipe .

701-5.2 Payment will be made at the contract unit price per unit for identify each class and size of precast box culvert.

701-5.3 Payment will be made at the contract unit price per cubic yard (cubic meter) of concrete for pipe cradles.

701-5.4 Payment will be made at the contract unit price per cubic yard (cubic meter) for rock, hardpan, or other unyielding material excavation.

Payment will be made under:

Item 701-5.1	~~[___] inch~~ **TBD** per linear foot (meter)
Item 701-5.2	Precast box culvert per unit.
Item 701-5.3	Concrete for pipe cradles - per cubic yard (cubic meter)
Item 701-5.4	Rock, hardpan, or other unyielding material excavation - per cubic yard (cubic meter

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drainpipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes

ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drainpipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

National Fire Protection Association (NFPA)

NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

END ITEM D-701

ITEM P-101
PREPARATION/REMOVAL OF EXISTING PAVEMENTS

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of 2 inches. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be wasted on the airport site , it shall be broken to a maximum size of **2** inches (mm.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

~~**101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch (25 mm). If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved~~

by the RPR. Fill all cracks greater than 1/4 inch (6 mm) wide) with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch (3 mm), not to exceed ¼ inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

101-3.3 Removal of Foreign Substances/contaminates prior to [overlay] [seal-coat] [remarking]. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

[Chemicals **] [** high-pressure water **] [** heater scarifier (asphaltic concrete only) **] [** cold milling **] [** rotary grinding **] [** sandblasting **]** may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch (3 mm) deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches (50 mm) outside the affected area and 2 inches (50 mm) deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches (100 mm) in depth. This method of repair applies only to pavement to be overlaid.

b. Asphalt pavement repair. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

101-3.5 Cold milling. Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed **[** off Airport property **] [** in areas designated on the plans **].** If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

a. Patching. The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot (30 cm) widths. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor does not have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

b. Profiling, grade correction, or surface correction. The milling machine shall have a minimum width of **[** 7 **]** feet (**[** 2 **]** m) and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch (+0 mm and -6mm) of the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to **[** windrow the millings or cuttings **] [** remove the millings or cuttings from the pavement and load them into a truck **]**. All millings shall be removed and disposed of **[** off the airport **] [** in areas designated on the plans **]**.

c. Clean-up. The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed off Airport property. **[** in areas designated on the plans **]**.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer. **[ ]**

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil, or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

101-3.8.1 Removal of Existing Joint Sealant. All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools, as necessary. Resaw joints removing no more than 1/16 inch (2 mm) from

~~each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.~~

101-3.8.2 Cleaning prior to sealing. Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

101-3.8.3 Joint sealant. Joint material and installation will be in accordance with Item P-605 **[** ~~Item P-604~~ **]**.

~~**101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.~~

~~**101-3.9.1 Preparation of Crack**. Widen crack with **[** router **] [** random crack saw **]** by removing a minimum of 1/16 inch (2 mm) from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.~~

~~**101-3.9.2 Removal of Existing Crack Sealant**. Existing sealants will be removed by **[** routing **] [** random crack saw **]**. Following **[** routing **] [** sawing **]** any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.~~

~~**101-3.9.3 Crack Sealant.** Crack sealant material and installation will be in accordance with **[** Item P-605 **]**.~~

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Remove all pipes as recommended by RPR. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% of ASTM D698 **.**

~~**b. Removal of Inlets/Manholes. [** Where indicated on the plans or as directed by the RPR, inlets and/or manholes shall be removed and legally disposed of off-site in a timely fashion after removal. Excavations after removal shall be backfilled with material equal or better in quality than adjacent embankment. When under paved areas must be compacted to **[** 95% **]** of ASTM **[** D1557 **] [** D698 **]**, when outside of paved areas must be compacted to **[** 95% **]** of ASTM D698. **[** Not used. **]]**~~

~~**c.** Removal of **[ ]**.~~

METHOD OF MEASUREMENT

~~**101-4.1 Lump sum**. No separate measurement for payment will be made. The work covered by this section shall be considered as a subsidiary obligation of the Contractor and covered under the other contract items.~~

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards ~~(square meters)~~ removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Dowel bar installation shall be incidental to pavement removal.

~~**101-4.2 Joint and crack repair**. The unit of measurement for joint and crack repair shall be the linear foot (meter) of joint.~~

101-4.3 Removal of Foreign Substances/contaminates. The unit of measurement for foreign Substances/contaminates removal shall be the square foot (meter).

101-4.4 Spalled and failed asphalt pavement repair. The unit of measure for failed asphalt pavement repair shall be square foot (square meter).

101-4.5 Concrete Spall Repair. The unit of measure for concrete spall repair shall be the number of square feet (square meter). The location and average depth of the patch shall be determined and agreed upon by the RPR and the Contractor.

101-4.6 Cold milling. The unit of measure for cold milling shall be **[___]** inches of milling per square yard (square meter). The location and average depth of the cold milling shall be as shown on the plans. If the initial cut does not correct the condition, the Contractor shall re-mill the area and will be paid for the total depth of milling. **]**

101-4.7 Removal of Pipe and other Buried Structures. [Not require. **] [** The unit of measurement for removal of pipe and other buried structures will be Linear Feet. No separate measurement for payment will be made. The work covered by this section shall be considered as a subsidiary obligation of the Contractor and covered under the other contract items. **]** made at the contract unit price for each completed and accepted item. This price shall be full compensation for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with paragraph 101-3.9.4

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1a	Sawcut, Remove and Dispose Existing Concrete Pavement Full Depth (8") - per Square Yards
Item P 101-5.1b	Sawcut, Remove and Dispose Existing Asphalt Ramp – per Square Yards
Item P-101-5.1c	Sawcut, Remove and Dispose Existing 6" Vertical Curb –per Linear Feet

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

ITEM P-152
EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items .

Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas designated by the Resident Project Representative (RPR) within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed of off-site or as directed by the RPR. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR. *Undercutting of material unsatisfactory for subgrade foundation shall be considered unsuitable excavation and shall be excavated to the depth specified by the Engineer below the subgrade.*

CONSTRUCTION METHODS

152-2.1 General. ~~Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.~~

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of off site. ~~in waste areas as shown on the plans~~. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take

all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Volumetric quantities were calculated using design cross sections which were created for this project using the DTM files of the applicable design surfaces and generating End Area Volume Reports. Paper copies of design cross sections and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot (30 mm) of the stated elevations for ground surfaces, or within 0.04 foot (12 mm) for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least **1 DAY** before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes **as** shown on the plans. All unsuitable material shall be disposed of ~~as shown on the plans~~.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. *When quality of the material varies significantly*, ~~selective grading is indicated on the plans~~, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of *Unsuitable Excavation* ~~the embankment~~. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation .

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as “Unclassified Excavation.”

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas from outside the airport boundary. Embankment quantities shown on plans.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 8 inches of subgrade shall be compacted to not less than 100 % of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. As used in this

specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the contractor for every 500 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. Under all areas to be paved, the embankments shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items. Payment for compacted embankment will be made under embankment in-place and no payment will be made for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. After compaction is completed, the subgrade area shall be proof rolled with a 20 ton (18.1 metric ton) Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 100 psi in the presence of the RPR. Apply a minimum of **50%** coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches (300 mm) and to a density of not less than 95 percent of the maximum dry density as determined by ASTM D698.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D698 procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 500 S.Y. of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gauge shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor’s expense.

a. **Smoothness.** The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. **Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/-0.05 feet (15 mm) of the specified grade.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the average end areas of design cross sections. The end area is that bound by the original ground line established by ~~field cross-sections~~ and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

In cut sections, the additional cut required to construct the topsoil layer to the plan grade had not been measured and will not be measured for separate payment, but will be subsidiary to "Unclassified Excavation."

No allowance has been made in the measurement of shrink/swell. The Contractor shall make his own determination as to the amount of shrink/swell involved in the construction.

No adjustments have been made to the plan quantities for the construction and demolition of existing drainage structures. The Contractor shall make his/her own determination as to the amount of unsuitable excavated materials which may be encountered and the resulting additional borrow material required embankment required to construct the project if the excavated material is deemed suitable,

The quantity of the unclassified excavation to be paid for shall be the number of Cubic Yards measure in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines or the quantity of material used for purpose other those directed.

152.3.2 The quantity of borrow excavation to be paid for shall be the number of cubic yards measure in its FINAL position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines or the quantity of material used for purpose other those directed.

~~**152-3.2** The quantity of embankment in place shall be the number of cubic yards as measured in its final position.~~

152-3.3 Stockpiled material shall not be measured for payment in the stockpiled position

152-3.4 Unsuitable excavation shall be measured for the surface to the ground., after stripping is accomplished. Measurement will be taken by Engineer, and the volume of excavation will be calculated by the average end area method. The necessary refilling of unsuitable areas will not be measured for separate payment but will be subsidiary to "Unsuitable Excavation". Only the amount of excavation directed by the Engineer will be measured for payment.

BASIS OF PAYMENT

152-4.1 Unclassified excavation. Drainage Excavation payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For embankment in place, payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

~~**152-4.3** Stockpiled material shall be paid for on the basis of the number of cubic yards measure in the stockpile position.~~

152-4.4 Unsuitable excavation shall be paid at the contract unit price per Cubic Yard for "Unsuitable Excavation." which price shall be full compensation for all excavation, disposal or placement of the material including loading, hauling, spreading and compaction, compaction and preparation of subgrade, for refillling, rolling and compaction of all undercut areas, and for all equipment tools, labor and incidentals necessary to complete the work.

Payment will be made under:

~~Item P-152-4.1~~	~~Unclassified/ Drainage Excavation - per cubic yard.~~
Item P-152-4.2	Embankment in Place - per cubic yard
Item P-152-4.4	Unsuitable Excavation – per cubic yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

ITEM P-155
LIME-TREATED SUBGRADE

DESCRIPTION

155-1.1 This item shall be used for soil modification that require strength gain to a specific level. This item shall consist of constructing one or more courses of a mixture of soil, lime, and water in accordance with this specification, and in conformity with the lines, grades, thicknesses, and typical cross-sections shown on the plans.

MATERIALS

155-2.1 Lime. Quicklime, hydrated lime, and either high-calcium dolomitic, or magnesium lime, as defined by ASTM C51, shall conform to the requirements of ASTM C977. Lime not produced from calcining limestone is not permitted.

~~**155-2.2 Commercial lime slurry.** Commercial lime slurry shall be a pumpable suspension of solids in water. The water or liquid portion of the slurry shall not contain dissolved material injurious or objectionable for the intended purpose. The solids portion of the mixture, when considered on the basis of "solids content," shall consist principally of hydrated lime of a quality and fineness sufficient to meet the following chemical composition and residue requirements.~~

~~**a. Chemical composition.** The "solids content" of the lime slurry shall consist of a minimum of 70%, by weight, of calcium and magnesium oxides.~~

~~**b. Residue.** The percent by weight of residue retained in the "solids content" of lime slurry shall conform to the following requirements:~~

- ~~Residue retained on a No. 6 (3.35 µm) sieve = maximum 0.0%~~
- ~~Residue retained on a No. 10 (2.00 µm) sieve = maximum 1.0%~~
- ~~Residue retained on a No. 30 (600 µm) sieve = maximum 2.5%~~

~~**c. Grade.** Commercial lime slurry shall conform to one of the following two grades:~~

- ~~Grade 1. The "dry solids content" shall be at least 31% by weight, of the slurry.~~
- ~~Grade 2. The "dry solids content" shall be at least 35%, by weight, of the slurry.~~

155-2.3 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

155-2.4 Soil. The soil for this work shall consist of on-site materials free of roots, sod, weeds, and stones larger than 2-1/2 inches (60 mm) and have a sulfate content of less than 0.3%.

COMPOSITION

155-3.1 Soil-lime mixture. Lime shall be applied at 8 % dry unit weight of soil for the depth of subgrade treatment as shown on the plans.

155-3.2 Tolerances. At final compaction, the lime and water content for each course of subgrade treatment shall conform to the following tolerances:

Tolerances

Material	Tolerance
Lime	+ 0.5%
Water	+ 2%, -0%

WEATHER LIMITATIONS

155-4.1 Weather limitation. Subgrade shall not be constructed when weather conditions detrimentally affect the quality of the materials. Lime shall not be applied unless the air temperature is at least 40°F (4°C) and rising. Lime shall not be applied to soils that are frozen or contain frost. Protect completed lime-treated areas by approved methods against the detrimental effects of freezing if the air temperature falls below 35°F (2°C). Remove and replace any damaged portion of the completed soil-lime treated area with new soil-lime material in accordance with this specification.

EQUIPMENT

155-5.1 Equipment. All equipment necessary to grade, scarify, spread, mix, and compact the material shall be provided. The Resident Project Representative (RPR) must approve the Contractor's proposed equipment prior to the start of the treatment.

CONSTRUCTION METHODS

155-6.1 General. This specification is to construct a subgrade consisting of a uniform lime mixture which shall be free from loose or segregated areas. The subgrade shall be of uniform density and moisture content, well mixed for its full depth, and have a smooth surface suitable for placing subsequent lifts. The Contractor shall be responsible to meet the above requirements.

Prior to any treatment, the subgrade shall be constructed as specified in Item P-152, Excavation, Subgrade and Embankment, and shaped to conform to the typical sections, lines, and grades as shown on the plans.

The mixing equipment must give visible indication at all times that it is cutting, pulverizing, and mixing the material uniformly to the proper depth over the full width of the cut.

155-6.2 Application. Lime shall be uniformly spread only over an area where the initial mixing operations can be completed during the same workday. Lime shall not be applied when wind conditions are detrimental to proper application. A motor grader shall not be used to spread the lime. Adequate moisture shall be added to the cement/soil mixture to maintain the proper moisture content. Materials shall be handled, stored, and applied in accordance with all federal, state, and local requirements.

155-6.3 Mixing. The mixing procedure shall be as described below:

a. Preliminary mixing. The full depth of the treated subgrade shall be mixed with an approved mixing machine. Lime shall not be left exposed for more than six (6) hours. The mixing machine shall make two coverages. Water shall be added to the subgrade during mixing to

provide a moisture content 3% to 5% above the optimum moisture of the material and to ensure chemical reaction of the lime and subgrade. After mixing, the subgrade shall be lightly rolled to seal the surface and help prevent evaporation of moisture. The water content of the subgrade mixture shall be maintained at a moisture content above the optimum moisture content for a minimum of 4 to 24 hours or until the material becomes friable. During the mellowing period, the material shall be sprinkled as directed by the RPR.

b. Final mixing. After the required mellowing time, the material shall be uniformly mixed by approved methods. Any clods shall be reduced in size by blading, discing, harrowing, scarifying, or by the use of other approved pulverization methods. After curing, pulverize lime treated material until 100% of soil particles pass a one-inch (25.0 mm) sieve and 60% pass the No. 4 (4.75 mm) sieve when tested dry by laboratory sieves. If resultant mixture contains clods, reduce their size by scarifying, remixing, or pulverization to meet specified gradation.

155-6.4 Control Strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. Upon acceptance of the control strip by the RPR, the Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

155-6.5 Treatment Application and Depth Checks. The depth and amount of stabilization shall be measured by the Contractor with no less than 2 tests per day of material placed; test shall be witnessed by the RPR. Measurements shall be made in test holes excavated to show the full depth of mixing and the pH checked by spraying the side of the test hole with a pH indicator such as phenolphthalein. Phenolphthalein changes from clear to red between pH 8.3 and 10. The color change indicates the location of the bottom of the mixing zone. pH indicators other than phenolphthalein can be used to measure pH levels. If the pH is not at least 8.3 and/or if the depth of the treated subgrade is more than 1/2 inch (12 mm) deficient, additional lime treatment shall be added and the material remixed. The Contractor shall correct all such areas in a manner satisfactory to the RPR.

155-6.6 Compaction. Compaction of the mixture shall immediately follow the final mixing operation with the mixture compacted within 1 to 4 hours after final mixing. The material shall be at the moisture content specified in paragraph 155-3.2 during compaction. The field density of the compacted mixture shall be at least 95% of the maximum density as specified in paragraph 155-6.10. Perform in-place density test to determine degree of compaction between 24 and 72 hours after final compaction and the 24-hour moist cure period. If the material fails to meet the density requirements, it shall be reworked to meet the density requirements. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

155-6.7 Finishing and curing. After the final lift or course of lime-treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections. The completed section shall then be finished by rolling, as directed by the RPR, with a pneumatic or other suitable roller sufficiently light to prevent hairline cracking. The finished surface shall not vary more than 1/2-inch (12 mm) when tested with a 12-foot (3.7 m) straightedge applied parallel with and at right angles to the pavement centerline. Any variations in excess of this tolerance shall be corrected by the Contractor at the Contractor's expense in a manner satisfactory to the RPR.

The completed section shall be moist cured for a minimum of seven (7) days before further courses are added or any traffic is permitted, unless otherwise directed by the RPR. The final lift should not be exposed for more than 14 days without protection or the placement of a base course material.

155-6.8 Maintenance. The Contractor shall protect and maintain the lime-treated subgrade from yielding until the lime-treated subgrade is covered by placement of the next lift. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. The maintenance cost shall be incidental to this item.

155-6.9 Surface tolerance. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than +/- ½ inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/-0.05 feet (15 mm) of the specified grade.

155-6.10 Acceptance sampling and testing. The lime treated subgrade shall be accepted for density and thickness on an area basis. Testing frequency shall be a minimum of one compaction and thickness test per 1000 square yards 840 square meters) of lime treated subgrade, but not less than four (4) tests per day of production. Sampling locations will be determined on a random basis per ASTM D3665.

a. Density. All testing shall be done by the Contractor's laboratory in the presence of the RPR and density test results shall be furnished upon completion to the RPR for acceptance determination.

The field density of the compacted mixture shall be at least 95% of the maximum density of laboratory specimens prepared from samples taken from the material in place. The specimens shall be compacted and tested in accordance with ASTM D698 to determine maximum density and optimum moisture content. The in-place field density shall be determined in accordance with ASTM D1556**.** If the material fails to meet the density requirements, the area represented by the failed test shall be reworked to meet the density requirements. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. The thickness of the course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost The Contractor shall replace, at his expense, material where depth tests have been taken.

155-6.11 Handling and safety. The Contractor shall obtain and enforce the lime supplier's instructions for proper safety and handling of the lime to prevent physical eye or skin contact with lime during transport or application.

METHOD OF MEASUREMENT

155-7.1 Lime-treated subgrade shall be paid for by the square yard (square meter) in the completed and accepted work.

155-7.2 Lime shall be paid by the number of tons (kg) of Hydrated Lime applied at the application rate specified in paragraph 155-3.1.

a. Hydrated lime delivered to the project in dry form will be measured according to the actual tonnage either spread on the subgrade or batched on site into a slurry, whichever is applicable.

b. Quicklime delivered to the project in dry form will be measured for payment on the basis of the tons of equivalent hydrated lime using the following formula:

Equivalent Hydrated Lime ($Ca(OH)_2$) = Total Quicklime (CaO) × 1.32

~~**c.** Lime delivered to the project in slurry form will be measured for payment in tons, dry weight of hydrated lime or equivalent hydrated lime in accordance with paragraph b above.~~

BASIS OF PAYMENT

155-8.1 Payment shall be made at the contract unit price per square yard (square meter) for the lime-treated subgrade at the thickness specified. The price shall be full compensation for furnishing all material, except the lime, and for all preparation, delivering, placing, and mixing these materials, and all labor, equipment, tools, and incidentals necessary to complete this item.

155-8.2 Payment shall be made at the contract unit price per ton (kg). This price shall be full compensation for furnishing, delivery, and placing this material.

Payment will be made under:

Item P-155-8.1	Lime-treated subgrade - per square yard (m^2)
Item P-155-8.2	Lime - per ton

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C51	Standard Terminology Relating to Lime and Limestone (as used by the industry)
ASTM C977	Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3) (600 kN-m/m^3)
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

END OF ITEM P-155

ITEM P-501
CEMENT CONCRETE PAVEMENT

DESCRIPTION

501-1.1 This work shall consist of pavement composed of cement concrete **with reinforcement** constructed on a prepared underlying surface in accordance with these specifications and shall conform to the lines, grades, thickness, and typical cross-sections shown on the plans. The terms cement concrete, hydraulic cement concrete, and concrete are interchangeable in this specification.

MATERIALS

501-2.1 Aggregates.

a. Reactivity. Fine and Coarse aggregates to be used in PCC on this project shall be tested and evaluated by the Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and ASTM C1567. Tests must be representative of aggregate sources which will be providing material for production. ASTM C1260 and ASTM C1567 tests may be run concurrently.

(1) Coarse aggregate and fine aggregate shall be tested separately in accordance with ASTM C1260, however, the length of test shall be extended to 28 days (30 days from casting). Tests must have been completed within 6 months of the date of the concrete mix submittal.

(2) The combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity reducing chemicals. If the expansion does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

(3) If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) Concrete Research Division (CRD) C662 in lieu of ASTM C1567. If lithium nitrate admixture is used, it shall be nominal 30% ±0.5% weight lithium nitrate in water. If the expansion does not exceed 0.10% at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10% at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10% at 28 days, or new aggregates shall be evaluated and tested.

b. Fine aggregate. Grading of the fine aggregate, as delivered to the mixer, shall conform to the requirements of ASTM C33 and the parameters identified in the fine aggregate material requirements below. Fine aggregate material requirements and deleterious limits are shown in the table below.

Fine Aggregate Material Requirements		
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Sand Equivalent	**[** 45 **]** minimum	ASTM D2419
Fineness Modulus (FM)	2.50 ≤ FM ≤ 3.40	ASTM C136
Limits for Deleterious Substances in Fine Aggregate for Concrete		
Clay lumps and friable particles	1.0% maximum	ASTM C142
Coal and lignite	0.5% using a medium with a density of Sp. Gr. of 2.0	ASTM C123
Total Deleterious Material	1.0% maximum	

c. Coarse aggregate. The maximum size coarse aggregate shall be **1-1/2-inch**.

Aggregates delivered to the mixer shall be clean, hard, uncoated aggregates consisting of crushed stone, crushed or uncrushed gravel, air-cooled iron blast furnace slag, crushed recycled concrete pavement, or a combination. The aggregates shall have no known history of detrimental pavement staining. Steel blast furnace slag shall not be permitted. Coarse aggregate material requirements and deleterious limits are shown in the table below; washing may be required to meet aggregate requirements.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 for any size group coarser than 3/8 (9.5 mm) sieve [1]	ASTM D4791
Bulk density of slag [2]	Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter)	ASTM C29

[1] A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

[2] Only required if slag is specified.

The amount of deleterious material in the coarse aggregate shall not exceed the following limits:

Limits for Deleterious Substances in Coarse Aggregate

Deleterious material	ASTM	Percentage by Mass
Clay Lumps and friable particles	ASTM C142	1.0
Material finer than No. 200 sieve (75 µm)	ASTM C117	1.0[1]
Lightweight particles	ASTM C123 using a medium with a density of Sp. Gr. of 2.0	0.5
Chert[2] (less than 2.40 Sp Gr.)	ASTM C123 using a medium with a density of Sp. Gr. of 2.40)	**[** 0.1 **]**[3]

[1] The limit for material finer than 75-µm is allowed to be increased to 1.5% for crushed aggregates consisting of dust of fracture that is essentially free from clay or shale. Test results supporting acceptance of increasing limit to 1.5% with statement indicating material is dust of fracture must be submitted with Concrete mix. Acceptable techniques to characterizing these fines include methylene blue adsorption or X-ray diffraction analysis.

[2] Chert and aggregates with less than 2.4 specific gravity.

[3] The limit for chert may be increased to 1.0 percent by mass in areas not subject to severe freeze and thaw.

d. Combined aggregate gradation. This specification is targeted for a combined aggregate gradation developed following the guidance presented in United States Air Force Engineering Technical Letter (ETL) 97-5: Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements. Base the aggregate grading upon a combination of all the aggregates (coarse and fine) to be used for the mixture proportioning. Three aggregate sizes may be required to achieve an optimized combined gradation that will produce a workable concrete mixture for its intended use. Use aggregate gradations that produce concrete mixtures with well-graded or optimized aggregate combinations. The Contractor shall submit complete mixture information necessary to calculate the volumetric components of the mixture. The combined aggregate grading shall meet the following requirements:

(1) The materials selected and the proportions used shall be such that when the Coarseness Factor (CF) and the Workability Factor (WF) are plotted on a diagram as described in paragraph 501-2.1d(4) below, the point thus determined shall fall within the parallelogram described therein.

(2) The CF shall be determined from the following equation:

CF = (cumulative percent retained on the 3/8 in. (9.5 mm) sieve)(100) / (cumulative percent retained on the No. 8 (2.36 mm) sieve)

(3) The WF is defined as the percent passing the No. 8 (2.36 mm) sieve based on the combined gradation. However, WF shall be adjusted, upwards only, by 2.5 percentage points for each 94 pounds (42 kg) of cementitious material per cubic meter yard greater than 564 pounds per cubic yard (335 kg per cubic meter).

(4) A diagram shall be plotted using a rectangular scale with WF on the Y-axis with units from 20 (bottom) to 45 (top), and with CF on the X-axis with units from 80 (left side) to 30 (right side). On this diagram a parallelogram shall be plotted with corners at the following coordinates (CF-75, WF-28), (CF-75, WF-40), (CF-45, WF-32.5), and (CF-45, WF-44.5). If the point determined by the intersection of the computed CF and WF does not fall within the above parallelogram, the grading of each size of aggregate used and the proportions selected shall be changed as necessary. The point determined by the plotting of the CF

and WF may be adjusted during production ±3 WF and ±5 CF. Adjustments to gradation may not take the point outside of the parallelogram.

e. Contractors combined aggregate gradation. The Contractor shall submit their combined aggregate gradation using the following format:

Contractor's Combined Aggregate Gradation

Sieve Size	Contractor's Concrete mix Gradation (Percent passing by weight)
2 inch (50 mm)	
1-1/2 inch (37.5 mm)	
1 inch (25.0 mm)	
3/4 inch (19.0 mm)	
1/2 inch (12.5 mm)	
3/8 inch (9.5 mm)	
No. 4 (4.75 mm)	
No. 8 (2.36 mm)	
No. 16 (1.18 mm)	
No. 30 (600 µm)	
No. 50 (300 µm)	
No. 100 (150 µm)	

501-2.2 Cement. Cement shall conform to the requirements of **ASTM 150 Type I.**

501-2.3 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total alkali content less than 3% per ASTM C311. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the Resident Project Representative (RPR).

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

c. Raw or calcined natural pozzolan. Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have a loss on ignition not exceeding 6%. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a total available alkali content less than 3%.

501-2.4 Joint seal. The joint seal for the joints in the concrete pavement shall meet the requirements of **Item P-605** and shall be of the type specified in the plans.

501-2.5 Isolation joint filler. Premolded joint filler for isolation joints shall conform to the requirements of ASTM D1751 or ASTM D1752 and shall be where shown on the plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint, unless otherwise specified by the RPR. When the use of more than one piece is required for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to the RPR.

501-2.6 Steel reinforcement. Reinforcing shall consist of **Welded Wire Fabric** conforming to the requirements of **ASTM A1064** or **Bar Mats** conforming to the requirements of **ASTM A184 or A704**.

501-2.7 Dowel and tie bars. Dowel bars shall be plain steel bars conforming to ASTM A615 and shall be free from burring or other deformation restricting slippage in the concrete.

a. Dowel Bars. Before delivery to the construction site each dowel bar shall be epoxy coated per ASTM A1078, Type 1, with a coating thickness after curing greater than 10 mils. Patched ends are not required for Type 1 coated dowels. The dowels shall be coated with a bond-breaker recommended by the manufacturer. Dowel sleeves or inserts are not permitted. Grout retention rings shall be fully circular metal or plastic devices capable of supporting the dowel until the grout hardens.

b. Tie Bars. Tie bars shall be deformed steel bars and conform to the requirements of ASTM A615. Tie bars designated as Grade 60 in ASTM A615 or ASTM A706 shall be used for construction requiring bent bars.

501-2.8 Water. Water used in mixing or curing shall be potable. If water is taken from other sources considered non-potable, it shall meet the requirements of ASTM C1602.

501-2.9 Material for curing concrete. Curing materials shall conform to one of the following specifications:

a. Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C309, Type 2, Class A, or Class B.

b. White polyethylene film for curing concrete shall conform to the requirements of ASTM C171.

c. White burlap-polyethylene sheeting for curing concrete shall conform to the requirements of ASTM C171.

d. Waterproof paper for curing concrete shall conform to the requirements of ASTM C171.

501-2.10 Admixtures. Admixtures shall conform to the following specifications:

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entraining agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D.

c. Other admixtures. The use of set retarding and set-accelerating admixtures shall be approved by the RPR prior to developing the concrete mix. Retarding admixtures shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating admixtures shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

d. Lithium Nitrate. The lithium admixture shall be a nominal 30% aqueous solution of Lithium Nitrate, with a density of 10 pounds/gallon (1.2 kg/L), and shall have the approximate chemical form as shown below:

Lithium Admixture

Constituent	Limit (Percent by Mass)
LiNO3 (Lithium Nitrate)	30 ±0.5
SO4 (Sulfate Ion)	0.1 (max)
Cl (Chloride Ion)	0.2 (max)
Na (Sodium Ion)	0.1 (max)
K (Potassium Ion)	0.1 (max)

The lithium nitrate admixture dispensing and mixing operations shall be verified and certified by the lithium manufacturer's representative.

501-2.11 Epoxy-resin. All epoxy-resin materials shall be two-component materials conforming to the requirements of ASTM C881, Class as appropriate for each application temperature to be encountered, except that in addition, the materials shall meet the following requirements:

a. Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.

b. Material for use as patching materials for complete filling of spalls and other voids and for use in preparing epoxy resin mortar shall be Type III, Grade as approved.

c. Material for use for injecting cracks shall be Type IV, Grade 1.

d. Material for bonding freshly mixed Portland cement concrete or mortar or freshly mixed epoxy resin concrete or mortar to hardened concrete shall be Type V, Grade as approved.

501-2.12 Bond Breaker. Liquid membrane forming compound shall be in accordance with paragraph 501-2.9a.

CONCRETE MIX

501-3.1. General. No concrete shall be placed until an acceptable concrete mix has been submitted to the RPR for review and the RPR has taken appropriate action. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

501-3.2 Concrete Mix Laboratory. The laboratory used to develop the concrete mix shall be accredited in accordance with ASTM C1077. The laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the concrete mix must be included in the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

501-3.3 Concrete Mix Proportions. Develop the mix using the procedures contained in Portland Cement Association (PCA) publication, "Design and Control of Concrete Mixtures." Concrete shall be proportioned to achieve a 28-day Compressive strength that meets or exceeds the acceptance criteria contained in paragraph 501-6.6 for a compressive strength of **4,400 psi** per ASTM C39.

The minimum cementitious material shall be adequate to ensure a workable, durable mix. The minimum cementitious material (cement plus fly ash, or slag cement) shall be **470** pounds per cubic yard. The ratio of water to cementitious material, including free surface moisture on the aggregates but not including moisture absorbed by the aggregates shall be between 0.38 – 0.45 by weight.

Flexural strength test specimens shall be prepared in accordance with ASTM C192 and tested in accordance with ASTM C78. At the start of the project, the Contractor shall determine an allowable slump as determined by ASTM C143 not to exceed 2 inches (50 mm) for slip-form placement. For fixed-form placement, the slump shall not exceed 3 inches (75 mm). For hand placement, the slump shall not exceed 4 inches (100 mm).

When the flexural design strength in paragraph 501-3.3 is to be accepted on the basis of compressive strength, the following procedure establishes the correlation between compressive and flexural strength for the concrete mix. Each concrete mix will require a separate correlation.

Cylinders/Beams

a. Fabricate all beams and cylinders for each mixture from the same batch or blend of batches. Fabricate and cure all beams and cylinders in accordance with ASTM C192, using 6 × 6-inch (150 × 150 mm) steel beam forms and 6 × 12-inch (150 × 300 mm) single-use cylinder forms.

b. Cure test beams from each mixture for 3, 7, 14, and 28 day flexural tests; three (3) beams to be tested per age.

c. Cure test cylinders from each mixture for 3, 7, 14 and 28 day compressive strength tests; three (3) cylinders to be tested per age.

d. Test beams in accordance with ASTM C78, cylinders in accordance with ASTM C39.

e. Using the average strength for each age, plot all results on separate graphs for each w/c versus:

- 3-day flexural strength
- 7-day flexural strength
- 14-day flexural strength
- 28-day flexural strength
- 3-day compressive strength
- 7-day compressive strength
- 14-day compressive strength
- 28-day compressive strength

f. From the above expected strengths for the selected mixture determine the following Correlation Ratios:

(1) Ratio of the 14-day compressive strength of the selected mixture to the 28-day flexural strength of the mixture (for acceptance).

(2) Ratio of the 7-day compressive strength of the selected mixture to the 28-day flexural strength of the mixture (for Contractor QC control).

g. If there is a change in materials, additional mixture design studies shall be made using the new materials and new Correlation Ratios shall be determined.

h. No concrete pavement shall be placed until the Engineer has approved the Contractor's mixture proportions. The approved water-cementitious materials ratio shall not exceed the maximum value specified.

The results of the concrete mix shall include a statement giving the maximum nominal coarse aggregate size and the weights and volumes of each ingredient proportioned on a one cubic yard (meter) basis. Aggregate quantities shall be based on the mass in a saturated surface dry condition.

If a change in source(s) is made, or admixtures added or deleted from the mix, a new concrete mix must be submitted to the RPR for approval.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

501-3.4 Concrete Mix submittal. The concrete mix shall be submitted to the RPR at least **30** days prior to the start of operations. The submitted concrete mix shall not be more than 180 days old and must use the materials to be used for production for the project. Production shall not begin until the concrete mix is approved in writing by the RPR.

Each of the submitted concrete mixes (i.e, slip form, side form machine finish and side form hand finish) shall be stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items and quantities as a minimum:

- Certified material test reports for aggregate in accordance with paragraph 501-2.1. Certified reports must include all tests required; reporting each test, test method, test result, and requirement specified (criteria).
- Combined aggregate gradations and analysis; and including plots of the fine aggregate fineness modulus.
- Reactivity Test Results.
- Coarse aggregate quality test results, including deleterious materials.
- Fine aggregate quality test results, including deleterious materials.
- Mill certificates for cement and supplemental cementitious materials.
- Certified test results for all admixtures, including Lithium Nitrate if applicable.
- Specified flexural strength, slump, and air content.
- Recommended proportions/volumes for proposed mixture and trial water-cementitious materials ratio, including actual slump and air content.
- Flexural and compressive strength summaries and plots, including all individual beam and cylinder breaks.
- Correlation ratios for acceptance testing and Contractor QC testing, when applicable.
- Historical record of test results documenting production standard deviation, when applicable.

501-3.5 Cementitious materials.

a. Fly ash. When fly ash is used as a partial replacement for cement, the replacement rate shall be determined from laboratory trial mixes, and shall be between 20 and 30% by weight of the total cementitious material. If fly ash is used in conjunction with slag cement the maximum replacement rate shall not exceed 10% by weight of total cementitious material.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement may be used. The slag cement, or slag cement plus fly ash if both are used, may constitute between 25 to 55% of the total cementitious material by weight.

c. Raw or calcined natural pozzolan. Natural pozzolan may be used in the concrete mix. When pozzolan is used as a partial replacement for cement, the replacement rate shall be determined from laboratory trial mixes, and shall be between 20 and 30% by weight of the total cementitious material. If pozzolan is used in conjunction with slag cement the maximum replacement rate shall not exceed 10% by weight of total cementitious material.

501-3.6 Admixtures.

a. Air-entraining admixtures. Air-entraining admixture are to be added in such a manner that will ensure uniform distribution of the agent throughout the batch. The air content of freshly mixed air-entrained concrete shall be based upon trial mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. The percentage of air in the mix shall be **2.5%.** Air content shall be determined by testing in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag and other highly porous coarse aggregate.

b. Water-reducing admixtures. Water-reducing admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests shall be conducted with the materials to be used in the work, in accordance with ASTM C494.

c. Other admixtures. Set controlling, and other approved admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements. Tests shall be conducted with the materials to be used in the work, in accordance with ASTM C494.

d. Lithium nitrate. Lithium nitrate shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the specification requirements in accordance with paragraph 501-2.10d.

CONSTRUCTION METHODS

501-4.1 Control Strip. The control strip(s) shall be to the next planned joint after the initial 250 feet (75 m) of each type of pavement construction (slip-form pilot lane, slip-form fill-in lane, or fixed form). The Contractor shall demonstrate, in the presence of the RPR, that the materials, concrete mix, equipment, construction processes, and quality control processes meet the requirements of the specifications. The concrete mixture shall be extruded from the paver meeting the edge slump tolerance and with little or no finishing. Pilot, fill-in, and fixed-form control strips will be accepted separately. Minor adjustments to the mix design may be required to place an acceptable control strip. The production mix will be the adjusted mix design used to place the acceptable control strip. Upon acceptance of the control strip by the RPR, the Contractor must use the same equipment, materials, and construction methods for the remainder of concrete paving. Any adjustments to processes or materials must be approved in advance by the RPR.

Acceptable control strips will meet edge slump tolerance and surface acceptable with little or no finishing, air content within action limits, strength equal or greater than requirements of P501-3.3. The control strip will be considered one lot for payment (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 501-8.1 using a lot pay factor equal to 100.

501-4.2 Equipment. The Contractor is responsible for the proper operation and maintenance of all equipment necessary for handling materials and performing all parts of the work to meet this specification.

a. Plant and equipment. The plant and mixing equipment shall conform to the requirements of ASTM C94 and/or ASTM C685. Each truck mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades. The truck mixers shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. The pickup and throwover blades shall be replaced when they have worn down 3/4 inch (19 mm) or more. The Contractor shall have a copy of the manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

Equipment for transferring and spreading concrete from the transporting equipment to the paving lane in front of the finishing equipment shall be provided. The equipment shall be specially manufactured, self-propelled transfer equipment which will accept the concrete outside the paving lane and will spread it evenly across the paving lane in front of the paver and strike off the surface evenly to a depth which permits the paver to operate efficiently.

b. Finishing equipment.

(1) Slip-form. The standard method of constructing concrete pavements shall be with an approved slip-form paving equipment designed and operated to spread, consolidate, screed, and finish the freshly placed concrete in one complete pass of the machine so that the end result is a dense and homogeneous pavement which is achieved with a minimum of hand finishing. The paver-finisher shall be a heavy duty, self-propelled machine designed specifically for paving and finishing high quality concrete pavements.

(2) Fixed-form. On projects requiring less than 10,000 cubic yards of concrete pavement or irregular areas at locations inaccessible to slip-form paving equipment, concrete pavement may be placed with equipment specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by the RPR. Hand screeding and float finishing may only be used on small irregular areas as allowed by the RPR.

c. Vibrators. Vibrator shall be the internal type. The rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation or voids. The number, spacing, and frequency shall be as necessary to provide a dense and homogeneous pavement and meet the recommendations of American Concrete Institute (ACI) 309R, Guide for Consolidation of Concrete. Adequate power to operate all vibrators shall be available on the paver. The vibrators shall be automatically controlled so that they shall be stopped as forward motion ceases. The Contractor shall provide an electronic or mechanical means to monitor vibrator status. The checks on vibrator status shall occur a minimum of two times per day or when requested by the RPR.

Hand held vibrators may only be used in irregular areas and shall meet the recommendations of ACI 309R, Guide for Consolidation of Concrete.

d. Concrete saws. The Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions. The Contractor shall provide at least one standby saw in good working order and a supply of saw blades at the site of the work at all times during sawing operations.

e. Fixed forms. Straight side fixed forms shall be made of steel and shall be furnished in sections not less than 10 feet (3 m) in length. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms with battered top surfaces and bent, twisted or broken forms shall not be used. Built-up forms shall not be used, except as approved by the RPR. The top face of the form shall not vary from a true plane more than 1/8 inch (3 mm) in 10 feet (3 m), and the upstanding leg shall not vary more than 1/4 inch (6 mm). The forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting. Wood forms may be used under special conditions, when approved by the RPR. The forms shall extend the full depth of the pavement section.

501-4.3 Form setting. Forms shall be set to line and grade as shown on the plans, sufficiently in advance of the concrete placement, to ensure continuous paving operation. Forms shall be set to withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the concrete placement.

501-4.4 Base surface preparation prior to placement. Any damage to the prepared base, subbase, and subgrade shall be corrected full depth by the Contractor prior to concrete placement. The underlying surface shall be entirely free of frost when concrete is placed. The prepared grade shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from concrete. Bond breaker shall be applied in accordance with 501-2.12.

501-4.5 Handling, measuring, and batching material. Aggregate stockpiles shall be constructed and managed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 12 hours before being batched. Store and maintain all aggregates at a uniform moisture content prior to use. A continuous supply of materials shall be provided to the work to ensure continuous placement.

501-4.6 Mixing concrete. The concrete may be mixed at the work site, in a central mix plant or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials are placed into the drum until the drum is emptied into the truck. All concrete shall be mixed and delivered to the site in accordance with the requirements of ASTM C94 or ASTM C685.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or non-agitating trucks. The elapsed time from the addition of cementitious material to the mix until the concrete is discharged from the truck should not exceed **[** 30 **]** minutes when the concrete is hauled in non-agitating trucks, nor 90 minutes when the concrete is hauled in truck mixers or truck agitators. In no case shall the temperature of the concrete when placed exceed 90°F (32°C). Retempering concrete by adding water or by other means will not be permitted. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements provided the addition of water

is performed within 45 minutes after the initial mixing operations and provided the water/cementitious ratio specified is not exceeded.

501-4.7 Weather Limitations on mixing and placing. No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

a. Cold weather. Unless authorized in writing by the RPR, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40°F (4°C) and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35°F (2°C).

The aggregate shall be free of ice, snow, and frozen lumps before entering the mixer. The temperature of the mixed concrete shall not be less than 50°F (10°C) at the time of placement. Concrete shall not be placed on frozen material nor shall frozen aggregates be used in the concrete.

When concreting is authorized during cold weather, water and/or the aggregates may be heated to not more than 150°F (66°C). The apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials.

Curing during cold weather shall be in accordance with paragraph 501-4.13d.

b. Hot weather. During periods of hot weather when the maximum daily air temperature exceeds 85°F (30°C), the following precautions shall be taken.

The forms and/or the underlying surface shall be sprinkled with water immediately before placing the concrete. The concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of the concrete when placed exceed 90°F (32°C). The aggregates and/or mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

The concrete placement shall be protected from exceeding an evaporation rate of 0.2 psf (0.98 kg/m^2 per hour) per hour. When conditions are such that problems with plastic cracking can be expected, and particularly if any plastic cracking begins to occur, the Contractor shall immediately take such additional measures as necessary to protect the concrete surface. If the Contractor's measures are not effective in preventing plastic cracking, paving operations shall be immediately stopped.

Curing during hot weather shall be in accordance with paragraph 501-4.13e.

c. Temperature management program. Prior to the start of paving operation for each day of paving, the Contractor shall provide the RPR with a Temperature Management Program for the concrete to be placed to assure that uncontrolled cracking is avoided. (Federal Highway Administration HIPERPAV 3 is one example of a temperature management program.) As a minimum, the program shall address the following items:

(1) Anticipated tensile strains in the fresh concrete as related to heating and cooling of the concrete material.

(2) Anticipated weather conditions such as ambient temperatures, wind velocity, and relative humidity; and anticipated evaporation rate using Figure 19-9, PCA, Design and Control of Concrete Mixtures.

(3) Anticipated timing of initial sawing of joint.

(4) Anticipated number and type of saws to be used.

d. **Rain.** The Contractor shall have available materials for the protection of the concrete during inclement weather. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils (0.1 mm) thick of sufficient length and width to cover the plastic concrete slab and any edges. The sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering.

501-4.8 Concrete Placement. At any point in concrete conveyance, the free vertical drop of the concrete from one point to another or to the underlying surface shall not exceed 3 feet (1 m). The finished concrete product must be dense and homogeneous, without segregation and conforming to the standards in this specification. Backhoes and grading equipment shall not be used to distribute the concrete in front of the paver. Front end loaders will not be used. All concrete shall be consolidated without voids or segregation, including under and around all load-transfer devices, joint assembly units, and other features embedded in the pavement. Hauling equipment or other mechanical equipment can be permitted on adjoining previously constructed pavement when the concrete strength reaches **a compressive strength of 3,100 psi (21.4 MPa),** based on the average of four field cured specimens per 2,000 cubic yards (1,530 cubic meters) of concrete placed. The Contractor must determine that the above minimum strengths are adequate to protection the pavement from overloads due to the construction equipment proposed for the project.

a. Slip-form construction. The concrete shall be distributed uniformly into final position by a self-propelled slip-form paver without delay. The alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose. The paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed and the vibration shall be adequate to provide a consistency of concrete that will stand normal to the surface with sharp well-defined edges. The sliding forms shall be rigidly held together laterally to prevent spreading of the forms. The plastic concrete shall be effectively consolidated by internal vibration with transverse vibrating units for the full width of the pavement and/or a series of equally placed longitudinal vibrating units. The space from the outer edge of the pavement to longitudinal unit shall not exceed 9 inches (23 cm) for slipform and at the end of the dowels for the fill-in lanes. The spacing of internal units shall be uniform and shall not exceed 18 inches (0.5 m).

The term internal vibration means vibrating units located within the specified thickness of pavement section.

The rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without, segregation, voids, or vibrator trails and the amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete along the entire length of the vibrating unit and for a distance of at least one foot (30 cm). The frequency of vibration or amplitude should be adjusted proportionately with the rate of travel to result in a uniform density and air content. The paving machine shall be equipped with a tachometer or other suitable device for measuring and indicating the actual frequency of vibrations.

The concrete shall be held at a uniform consistency. The slip-form paver shall be operated with as nearly a continuous forward movement as possible and all operations of mixing, delivering, and spreading concrete shall be coordinated to provide uniform progress with stopping and starting of the paver held to a minimum. If for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped

immediately. No tractive force shall be applied to the machine, except that which is controlled from the machine.

When concrete is being placed adjacent to an existing pavement, that part of the equipment which is supported on the existing pavement shall be equipped with protective pads on crawler tracks or rubber-tired wheels on which the bearing surface is offset to run a sufficient distance from the edge of the pavement to avoid breaking the pavement edge.

Not more than 15% of the total free edge of each 500-foot (150 m) segment of pavement, or fraction thereof, shall have an edge slump exceeding 1/4 inch (6 mm), and none of the free edge of the pavement shall have an edge slump exceeding 3/8 inch (9 mm). (The total free edge of 500 feet (150 m) of pavement will be considered the cumulative total linear measurement of pavement edge originally constructed as nonadjacent to any existing pavement; that is, 500 feet (150 m) of paving lane originally constructed as a separate lane will have 1,000 feet (300 m) of free edge, 500 feet (150 m) of fill-in lane will have no free edge, etc.). The area affected by the downward movement of the concrete along the pavement edge shall be limited to not more than 18 inches (0.5 m) from the edge.

When excessive edge slump cannot be corrected before the concrete has hardened, the area with excessive edge slump will be removed the full width of the slip form lane and replaced at the expense of the Contractor as directed by the RPR.

b. Fixed-form construction. Forms shall be drilled in advance of being placed to line and grade to accommodate tie bars / dowel bars where these are specified.

Immediately in advance of placing concrete and after all subbase operations are completed, side forms shall be trued and maintained to the required line and grade for a distance sufficient to prevent delay in placing.

Side forms shall remain in place at least 12 hours after the concrete has been placed, and in all cases until the edge of the pavement no longer requires the protection of the forms. Curing compound shall be applied to the concrete immediately after the forms have been removed.

Side forms shall be thoroughly cleaned and coated with a release agent each time they are used and before concrete is placed against them.

Concrete shall be spread, screed, shaped and consolidated by one or more self-propelled machines. These machines shall uniformly distribute and consolidate concrete without segregation so that the completed pavement will conform to the required cross-section with a minimum of handwork.

The number and capacity of machines furnished shall be adequate to perform the work required at a rate equal to that of concrete delivery. The equipment must be specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by the RPR.

Concrete for the full paving width shall be effectively consolidated by internal vibrators. The rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation, voids, or leaving vibrator trails.

Power to vibrators shall be connected so that vibration ceases when forward or backward motion of the machine is stopped.

c. Consolidation. Concrete shall be consolidated with the specified type of lane-spanning, gang-mounted, mechanical, immersion type vibrating equipment mounted in front of the paver, supplemented, in rare instances as specified, by hand-operated vibrators. The vibrators shall be inserted into the concrete to a depth that will provide the best full-depth

consolidation but not closer to the underlying material than 2 inches (50 mm). Vibrators shall not be used to transport or spread the concrete. For each paving train, at least one additional vibrator spud, or sufficient parts for rapid replacement and repair of vibrators shall be maintained at the paving site at all times. Any evidence of inadequate consolidation (honeycomb along the edges, large air pockets, or any other evidence) or over-consolidation (vibrator trails, segregation, or any other evidence) shall require the immediate stopping of the paving operation and adjustment of the equipment or procedures as approved by the RPR.

If a lack of consolidation of the hardened concrete is suspected by the RPR, referee testing may be required. Referee testing of hardened concrete will be performed by the RPR by cutting cores from the finished pavement after a minimum of 24 hours curing. The RPR shall visually examine the cores for evidence of lack of consolidation. Density determinations will be made by the RPR based on the water content of the core as taken. ASTM C642 shall be used for the determination of core density in the saturated-surface dry condition. When required, referee cores will be taken at the minimum rate of one for each 500 cubic yards (382 m^2) of pavement, or fraction. The Contractor shall be responsible for all referee testing cost if they fail to meet the required density.

The average density of the cores shall be at least 97% of the original concrete mix density, with no cores having a density of less than 96% of the original concrete mix density. Failure to meet the referee tests will be considered evidence that the minimum requirements for vibration are inadequate for the job conditions. Additional vibrating units or other means of increasing the effect of vibration shall be employed so that the density of the hardened concrete conforms to the above requirements.

501-4.9 Strike-off of concrete and placement of reinforcement. Following the placing of the concrete, it shall be struck off to conform to the cross-section shown on the plans and to an elevation that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the plans. When reinforced concrete pavement is placed in two layers, the bottom layer shall be struck off to such length and depth that the sheet of reinforcing steel fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. The reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off, and screed. If any portion of the bottom layer of concrete has been placed more than 30 minutes without being covered with the top layer or if initial set has taken place, it shall be removed and replaced with freshly mixed concrete at the Contractor's expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement or it may be placed in plastic concrete by mechanical or vibratory means after spreading.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements.

501-4.10 Joints. Joints shall be constructed as shown on the plans and in accordance with these requirements. All joints shall be constructed with their faces perpendicular to the surface of the pavement and finished or edged as shown on the plans. Joints shall not vary more than 1/2-inch (12 mm) from their designated position and shall be true to line with not more than 1/4-inch (6 mm) variation in 10 feet (3 m). The surface across the joints shall be tested with a 12-foot (3 m) straightedge as the joints are finished and any irregularities in excess of 1/4 inch (6 mm) shall be corrected before the concrete has hardened. All joints shall be so prepared, finished, or cut to provide a groove of uniform width and depth as shown on the plans.

a. Construction. Longitudinal construction joints shall be slip-formed or formed against side forms as shown in the plans.

Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes or it appears that the concrete will obtain its initial set before fresh concrete arrives. The installation of the joint shall be located at a planned contraction or expansion joint. If placing of the concrete is stopped, the Contractor shall remove the excess concrete back to the previous planned joint.

b. Contraction. Contraction joints shall be installed at the locations and spacing as shown on the plans. Contraction joints shall be installed to the dimensions required by forming a groove or cleft in the top of the slab while the concrete is still plastic or by sawing a groove into the concrete surface after the concrete has hardened. When the groove is formed in plastic concrete the sides of the grooves shall be finished even and smooth with an edging tool. If an insert material is used, the installation and edge finish shall be according to the manufacturer's instructions. The groove shall be finished or cut clean so that spalling will be avoided at intersections with other joints. Grooving or sawing shall produce a slot at least 1/8 inch (3 mm) wide and to the depth shown on the plans.

c. Isolation (expansion). Isolation joints shall be installed as shown on the plans. The premolded filler of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint. The filler shall be fastened uniformly along the hardened joint face with no buckling or debris between the filler and the concrete interface, including a temporary filler for the sealant reservoir at the top of the slab. The edges of the joint shall be finished and tooled while the concrete is still plastic

d. Dowels and Tie Bars for Joints

(1) Tie bars. Tie bars shall consist of deformed bars installed in joints as shown on the plans. Tie bars shall be placed at right angles to the centerline of the concrete slab and shall be spaced at intervals shown on the plans. They shall be held in position parallel to the pavement surface and in the middle of the slab depth and within the tolerances in paragraph 501-4.10(f.). When tie bars extend into an unpaved lane, they may be bent against the form at longitudinal construction joints, unless threaded bolt or other assembled tie bars are specified. Tie bars shall not be painted, greased, or enclosed in sleeves. When slip-form operations call for tie bars, two-piece hook bolts can be installed.

(2) Dowel bars. Dowel bars shall be placed across joints in the proper horizontal and vertical alignment as shown on the plans. The dowels shall be coated with a bond-breaker or other lubricant recommended by the manufacturer and approved by the RPR. Dowels bars at longitudinal construction joints shall be bonded in drilled holes.

(3) Placing dowels and tie bars. Horizontal spacing of dowels shall be within a tolerance of ±3/4 inch (19 mm). The vertical location on the face of the slab shall be within a tolerance of ±1/2 inch (12 mm). The method used to install dowels shall ensure that the horizontal and vertical alignment will not be greater than 1/4 inch per feet (6 mm per 0.3 m), except for those across the crown or other grade change joints. Dowels across crowns and other joints at grade changes shall be measured to a level surface. Horizontal alignment shall be checked perpendicular to the joint edge. The portion of each dowel intended to move within the concrete or expansion cap shall be wiped clean and coated with a thin, even film of lubricating oil or light grease before the concrete is placed. Dowels shall be installed as specified in the following subparagraphs.

Dowels and tie bars shall not be placed closer than 0.6 times the dowel bar or tie bar length to the planned joint line. If the last regularly spaced longitudinal dowel and/or tie bar is closer than that dimension, it shall be moved away from the joint to a location 0.6 times the dowel bar and/or tie bar length, but not closer than 6 inches (150 mm) to its nearest neighbor.

(a) Contraction joints. Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane shall be held securely in place by means of rigid metal frames or basket assemblies of an approved type. The basket assemblies shall be held securely in the proper location by means of suitable pins or anchors. Do not cut or crimp the dowel basket tie wires.

At the Contractor's option, dowels and tie bars in contraction joints may be installed by insertion into the plastic concrete using approved equipment and procedures per the paver manufacturer's design. Approval of installation methods will be based on the results of the control strip showing that the dowels and tie bars are installed within specified tolerances as verified by cores or non-destructive rebar location devices approved by the RPR.

(b) Construction joints. Install dowels and tie bars by the cast-in- place or the drill-and-dowel method. Installation by removing and replacing in preformed holes will not be permitted. Dowels and tie bars shall be prepared and placed across joints where indicated, correctly aligned, and securely held in the proper horizontal and vertical position during placing and finishing operations, by means of devices fastened to the forms.

(c) Joints in hardened concrete. Install dowels in hardened concrete by bonding the dowels into holes drilled into the concrete. The concrete shall have cured for seven (7) days or reached a minimum **compressive strength of 3100 psi ((21.4 MPa)**before drilling begins. Holes 1/8 inch (3 mm) greater in diameter than the dowels shall be drilled into the hardened concrete using rotary-core drills. Rotary-percussion drills may be used, provided that excessive spalling does not occur. Spalling beyond the limits of the grout retention ring will require modification of the equipment and operation. Depth of dowel hole shall be within a tolerance of ±1/2 inch (12 mm) of the dimension shown on the drawings. On completion of the drilling operation, the dowel hole shall be blown out with oil-free, compressed air. Dowels shall be bonded in the drilled holes using epoxy resin. Epoxy resin shall be injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel so as to completely fill the void around the dowel. Application by buttering the dowel will not be permitted. The dowels shall be held in alignment at the collar of the hole by means of a suitable metal or plastic grout retention ring fitted around the dowel.

e. Sawing of joints. Sawing shall commence, without regard to day or night, as soon as the concrete has hardened sufficiently to permit cutting without chipping, spalling, or tearing and before uncontrolled shrinkage cracking of the pavement occurs and shall continue without interruption until all joints have been sawn. All slurry and debris produced in the sawing of joints shall be removed by vacuuming and washing. Curing compound or system shall be reapplied in the initial saw-cut and maintained for the remaining cure period.

Joints shall be cut in locations as shown on the plans. The initial joint cut shall be a minimum 1/8 inch (3 mm) wide and to the depth shown on the plans. Prior to placement of joint sealant or seals, the top of the joint shall be widened by sawing as shown on the plans.

501-4.11 Finishing. Finishing operations shall be a continuing part of placing operations starting immediately behind the strike-off of the paver. Initial finishing shall be provided by the transverse screed or extrusion plate. The sequence of operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, edging of joints, and then texturing. Finishing shall be by the machine method. The hand method shall be used only on isolated areas of odd slab widths or shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine finished pavement shall be kept to an absolute minimum. Any machine finishing operation which requires appreciable hand finishing, other than a moderate amount of straightedge finishing, shall be immediately stopped and proper adjustments made or the equipment replaced. Equipment, mixture, and/or procedures which produce more than 1/4 inch (6 mm) of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Compensation shall be made for surging behind the screeds or extrusion plate and settlement during hardening and care shall be taken to ensure that paving and finishing machines are properly adjusted so that the finished surface of the concrete (not just the cutting edges of the screeds) will be at the required line and grade. Finishing equipment and tools shall be maintained clean and in an approved condition. At no time shall water be added to the surface of the slab with the finishing equipment or tools, or in any other way. Fog (mist) sprays or other surface applied finishing aids specified to prevent plastic shrinkage cracking, approved by the RPR, may be used in accordance with the manufacturers requirements.

a. Machine finishing with slipform pavers. The slipform paver shall be operated so that only a very minimum of additional finishing work is required to produce pavement surfaces and edges meeting the specified tolerances. Any equipment or procedure that fails to meet these specified requirements shall immediately be replaced or modified as necessary. A self-propelled non-rotating pipe float may be used while the concrete is still plastic, to remove minor irregularities and score marks. Only one pass of the pipe float shall be allowed. Equipment, mixture, and/or procedures which produce more than 1/4 inch (6 mm) of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Remove excessive slurry from the surface with a cutting straightedge and wipe off the edge. Any slurry which does run down the vertical edges shall be immediately removed by hand, using stiff brushes or scrapers. No slurry, concrete or concrete mortar shall be used to build up along the edges of the pavement to compensate for excessive edge slump, either while the concrete is plastic or after it hardens.

b. Machine finishing with fixed forms. The machine shall be designed to straddle the forms and shall be operated to screed and consolidate the concrete. Machines that cause displacement of the forms shall be replaced. The machine shall make only one pass over each area of pavement. If the equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted as necessary.

c. Other types of finishing equipment. Clary screeds, other rotating tube floats, or bridge deck finishers are not allowed on mainline paving, but may be allowed on irregular or odd-shaped slabs, and near buildings or trench drains, subject to the RPR's approval.

Bridge deck finishers shall have a minimum operating weight of 7500 pounds (3400 kg) and shall have a transversely operating carriage containing a knock-down auger and a minimum

of two immersion vibrators. Vibrating screeds or pans shall be used only for isolated slabs where hand finishing is permitted as specified, and only where specifically approved.

d. Hand finishing. Hand finishing methods will not be permitted, except under the following conditions: (1) in the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade and (2) in areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical.

e. Straightedge testing and surface correction. After the pavement has been struck off and while the concrete is still plastic, it shall be tested for trueness with a 12-foot (3.7-m) finishing straightedge swung from handles capable of spanning at least one-half the width of the slab. The straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance in excess of 1/8 inch (3 mm) thick shall be removed from the surface of the pavement and wasted. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the smoothness requirements. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross-section. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

501-4.12 Surface texture. The surface of the pavement shall be finished as designated below for all newly constructed concrete pavements. It is important that the texturing equipment not tear or unduly roughen the pavement surface during the operation. The texture shall be uniform in appearance and approximately 1/16 inch (2 mm) in depth. Any imperfections resulting from the texturing operation shall be corrected to the satisfaction of the RPR.

a. Brush or broom finish. Shall be applied when the water sheen has practically disappeared. The equipment shall operate transversely across the pavement surface.

b. Burlap drag finish. Burlap, at least 15 ounces per square yard (555 grams per square meter), will typically produce acceptable texture. To obtain a textured surface, the transverse threads of the burlap shall be removed approximately one foot (30 cm) from the trailing edge. A heavy buildup of grout on the burlap threads produces the desired wide sweeping longitudinal striations on the pavement surface.

c. Artificial turf finish. Shall be applied by dragging the surface of the pavement in the direction of concrete placement with an approved full-width drag made with artificial turf. The leading transverse edge of the artificial turf drag will be securely fastened to a lightweight pole on a traveling bridge. At least 2 feet (60 cm) of the artificial turf shall be in contact with the concrete surface during dragging operations. Approval of the artificial turf will be done only after it has been demonstrated by the Contractor to provide a satisfactory texture. One type that has provided satisfactory texture consists of 7,200 approximately 0.85-inch-long polyethylene turf blades per square foot.

501-4.13 Curing. Immediately after finishing operations are completed and bleed water is gone from the surface, all exposed surfaces of the newly placed concrete shall be cured for a 7-day cure period in accordance with one of the methods below. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or lack of water to adequately take care

of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour during the curing period.

When a two-saw-cut method is used to construct the contraction joint, the curing compound shall be applied to the saw-cut immediately after the initial cut has been made. The sealant reservoir shall not be sawed until after the curing period has been completed. When the one cut method is used to construct the contraction joint, the joint shall be cured with wet rope, wet rags, or wet blankets. The rags, ropes, or blankets shall be kept moist for the duration of the curing period.

a. Impervious membrane method. Curing with liquid membrane compounds should not occur until bleed and surface moisture has evaporated. All exposed surfaces of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. The curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of one gallon (4 liters) to not more than 150 square feet (14 sq m). The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application, the compound shall be stirred continuously by mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. When hand spraying is approved by the RPR, a double application rate shall be used to ensure coverage. Should the film become damaged from any cause, including sawing operations, within the required curing period, the damaged portions shall be repaired immediately with additional compound or other approved means. Upon removal of side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface.

b. White burlap-polyethylene sheets. The surface of the pavement shall be entirely covered with the sheeting. The sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. The sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. The sheeting shall be placed and weighted to remain in contact with the surface covered, and the covering shall be maintained fully saturated and in position for seven (7) days after the concrete has been placed.

c. Water method. The entire area shall be covered with burlap or other water absorbing material. The material shall be of sufficient thickness to retain water for adequate curing without excessive runoff. The material shall be kept wet at all times and maintained for seven (7) days. When the forms are stripped, the vertical walls shall also be kept moist. It shall be the responsibility of the Contractor to prevent ponding of the curing water on the subbase.

d. Concrete protection for cold weather. Maintain the concrete at a temperature of at least 50°F (10°C) for a period of 72 hours after placing and at a temperature above freezing for the remainder of the 7-day curing period. The Contractor shall be responsible for the quality and strength of the concrete placed during cold weather; and any concrete damaged shall be removed and replaced at the Contractor's expense.

e. Concrete protection for hot weather. Concrete should be continuous moisture cured for the entire curing period and shall commence as soon as the surfaces are finished and continue for at least 24 hours. However, if moisture curing is not practical beyond 24 hours, the concrete surface shall be protected from drying with application of a liquid membrane-forming curing compound while the surfaces are still damp. Other curing methods may be approved by the RPR.

501-4.14 Removing forms. Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has hardened sufficiently to permit removal without chipping, spalling, or tearing. After the forms have been removed, the sides of the slab shall be cured in accordance with paragraph 501-4.13.

If honeycombed areas are evident when the forms are removed, materials, placement, and consolidation methods must be reviewed and appropriate adjustments made to assure adequate consolidation at the edges of future concrete placements. Honeycombed areas that extend into the slab less than approximately 1 inch (25 mm), shall be repaired with an approved grout, as directed by the RPR. Honeycombed areas that extend into the slab greater than a depth of 1 inch (25 mm) shall be considered as defective work and shall be removed and replaced in accordance with paragraph 501-4.19.

501-4.15 S**aw-cut grooving.** If shown on the plans, grooved surfaces shall be provided in accordance with the requirements of Item P-621.

501-4.16 Sealing joints. The joints in the pavement shall be sealed in accordance with Item **P-605.**

501-4.17 Protection of pavement. The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents until accepted by the RPR. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, crossovers, and protection of unsealed joints from intrusion of foreign material, etc. Any damage to the pavement occurring prior to final acceptance shall be repaired or the pavement replaced at the Contractor's expense.

Aggregates, rubble, or other similar construction materials shall not be placed on airfield pavements. Traffic shall be excluded from the new pavement by erecting and maintaining barricades and signs until the concrete is at least seven (7) days old, or for a longer period if directed by the RPR.

In paving intermediate lanes between newly paved pilot lanes, operation of the hauling and paving equipment will be permitted on the new pavement after the pavement has been cured for seven (7) days, the joints are protected, the concrete has attained a minimum field cured flexural strength of [450 psi (3100 kPa)], and the slab edge is protected.

All new and existing pavement carrying construction traffic or equipment shall be kept clean and spillage of concrete and other materials shall be cleaned up immediately.

Damaged pavements shall be removed and replaced at the Contractor's expense. Slabs shall be removed to the full depth, width, and length of the slab.

501-4.18 Opening to construction traffic. The pavement shall not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have **compressive strength of 3100 psi (21.4 MPa)**. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening the pavement to construction traffic, all joints shall either be sealed or protected from damage to the joint edge and intrusion of foreign materials into the joint. As a minimum, backer rod or tape may be used to protect the joints from foreign matter intrusion.

501-4.19 Repair, removal, or replacement of slabs. New pavement slabs that are broken or contain cracks or are otherwise defective or unacceptable as defined by acceptance criteria in paragraph 501-6.6 shall be removed and replaced or repaired, as directed by the RPR, at the Contractor's expense. Spalls along joints shall be repaired as specified. Removal of partial slabs is not permitted. Removal and replacement shall be full depth, shall be full width of the slab, and the limit of removal shall be normal to the paving lane and to each original transverse joint. The

RPR will determine whether cracks extend full depth of the pavement and may require cores to be drilled on the crack to determine depth of cracking. Such cores shall be have a diameter of 2 inches (50 mm) to 4 inches (100 mm), shall be drilled by the Contractor and shall be filled by the Contractor with a well consolidated concrete mixture bonded to the walls of the hole with a bonding agent, using approved procedures. Drilling of cores and refilling holes shall be at no expense to the Owner. Repair of cracks as described in this section shall not be allowed if in the opinion of the RPR the overall condition of the pavement indicates that such repair is unlikely to achieve an acceptable and durable finished pavement. No repair of cracks shall be allowed in any panel that demonstrates segregated aggregate with an absence of coarse aggregate in the upper 1/8 inch (3 mm) of the pavement surface.

a. Shrinkage cracks. Shrinkage cracks which do not exceed one-third of the pavement depth shall be cleaned and either high molecular weight methacrylate (HMWM) applied; or epoxy resin (Type IV, Grade 1) pressure injected using procedures recommended by the manufacturer and approved by the RPR. Sandblasting of the surface may be required following the application of HMWM to restore skid resistance. Care shall be taken to ensure that the crack is not widened during epoxy resin injection. All epoxy resin injection shall take place in the presence of the RPR. Shrinkage cracks which exceed one-third the pavement depth shall be treated as full depth cracks in accordance with paragraphs 501-4.19b and 501-19c.

b. Slabs with cracks through interior areas. Interior area is defined as that area more than 6 inches (150 mm) from either adjacent original transverse joint. The full slab shall be removed and replaced at no cost to the Owner, when there are any full depth cracks, or cracks greater than one-third the pavement depth, that extend into the interior area.

c. Cracks close to and parallel to joints. All full-depth cracks within 6 inches (150 mm) either side of the joint and essentially parallel to the original joints, shall be treated as follows.

(1) Full depth cracks and original joint not cracked. The full-depth crack shall be treated as the new joint and the original joint filled with an epoxy resin.

i. Full-depth crack. The joint sealant reservoir for the crack shall be formed by sawing to a depth of 3/4 inches (19 mm), ±1/16 inch (2 mm), and to a width of 5/8 inch (16 mm), ±1/8 inch (3 mm). The crack shall be sawed with equipment specially designed to follow random cracks. Any equipment or procedure which causes raveling or spalling along the crack shall be modified or replaced to prevent raveling or spalling. The joint shall be sealed with sealant in accordance with P-605 or as directed by the RPR.

ii. Original joint. If the original joint sealant reservoir has been sawed out, the reservoir and as much of the lower saw cut as possible shall be filled with epoxy resin, Type IV, Grade 2, thoroughly tooled into the void using approved procedures.

If only the original narrow saw cut has been made, it shall be cleaned and pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures.

Where a parallel crack goes part way across paving lane and then intersects and follows the original joint which is cracked only for the remained of the width, it shall be treated as specified above for a parallel crack, and the cracked original joint shall be prepared and sealed as originally designed.

(2) Full depth cracks and original joint cracked. If there is any place in the lane width where a parallel crack and a cracked portion of the original joint overlap, the entire slab containing the crack shall be removed and replaced.

d. Removal and replacement of full slabs. Make a full depth cut perpendicular to the slab surface along all edges of the slab with a concrete saw cutting any dowels or tie-bars. Remove damaged slab protecting adjacent pavement from damage. Damage to adjacent slabs may result in removal of additional slabs as directed by the RPR at the Contractor's expense.

The underlying material shall be repaired, re-compacted and shaped to grade.

Dowels of the size and spacing specified for other joints in similar pavement on the project shall be installed along all four (4) edges of the new slab in accordance with paragraph 501-4.10d.

Placement of concrete shall be as specified for original construction. The joints around the new slab shall be prepared and sealed as specified for original construction.

e. Spalls along joints.

(1) Spalls less than one inch wide and less than the depth of the joint sealant reservoir, shall be filled with joint sealant material.

(2) Spalls larger than one inch and/or deeper than the joint reservoir, but less than ½ the slab depth, and less than 25% of the length of the adjacent joint shall be repaired as follows:

i. Make a vertical saw cut at least one inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas surrounding the spalled area.

ii. Remove unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete between the saw cut and the joint or crack with a light chipping hammer.

iii. Clean cavity with high-pressure water jets supplemented with compressed air as needed to remove all loose material.

iv. Apply a prime coat of epoxy resin, Type III, Grade I, to the dry, cleaned surface of all sides and bottom of the cavity, except any joint face.

v. Fill the cavity with low slump concrete or mortar or with epoxy resin concrete or mortar.

vi. An insert or other bond-breaking medium shall be used to prevent bond at all joint faces.

vii. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints.

(3) Spalls deeper than 1/2 of the slab depth or spalls longer than 25% of the adjacent joint require replacement of the entire slab.

f. Diamond grinding of Concrete surfaces. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding of the hardened concrete should not be performed until the concrete is at least 14 days old and has achieved full minimum strength. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the joints will not be permitted. The depth of diamond grinding shall not exceed 1/2 inch (13 mm) and all areas in which diamond grinding has been performed will be subject to the final pavement thickness tolerances specified.

Diamond grinding shall be performed with a machine specifically designed for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with sufficient number of flush cut blades that create grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The Contractor shall determine the number and

type of blades based on the hardness of the aggregate. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. All grinding shall be at the expense of the Contractor.

CONTRACTOR QUALITY CONTROL (CQC)

501-5.1 Quality control tests. The Contractor shall provide Quality Control Tests.

501-5.2 Contractor Quality Control (CQC). The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected

501-5.3 Contractor QC testing. The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to this specification. The testing shall include, but not necessarily be limited to, tests for aggregate gradation, aggregate moisture content, slump, and air content.

The RPR may at any time, notwithstanding previous plant acceptance, reject and require the Contractor to dispose of any batch of concrete mixture which is rendered unfit for use due to contamination, segregation, or improper slump. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price**.**

a. Fine aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C70 or ASTM C566.

(3) Deleterious substances. Fine aggregate as delivered to the mixer shall be tested for deleterious substances in fine aggregate for concrete as specified in paragraph 501-2.1b, prior to production of the control strip, and a minimum of every 30-days during production or more frequently as necessary to control deleterious substances.

b. Coarse Aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily for each size of aggregate. Tests shall be made in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Tests shall be made in accordance with ASTM C566.

(3) Deleterious substances. Coarse aggregate as delivered to the mixer shall be tested for deleterious substances in coarse aggregate for concrete as specified in paragraph 501-2.1c, prior to production of the control strip, and a minimum of every 30-days during production or more frequently as necessary to control deleterious substances.

c. Slump. One test shall be made for each sublot. Slump tests shall be performed in accordance with ASTM C143 from material randomly sampled from material discharged from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

d. Air content. One test shall be made for each sublot. Air content tests shall be performed in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag or other porous coarse aggregate, from material randomly sampled from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

e. Unit weight and Yield. One test shall be made for each sublot. Unit weight and yield tests shall be in accordance with ASTM C138. The samples shall be taken in accordance with ASTM C172 and at the same time as the air content tests.

f. Temperatures. Temperatures shall be checked at least four times per lot at the job site in accordance with ASTM C1064.

g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) “straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA profile program ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day’s production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 501-4.19f or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 501-6.6.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade will be evaluated prior to and after placement of the concrete surface.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR **[** ~~within 48 hours~~ **]** by the end of the following working day.

Areas with humps or depression that that exceed grade or smoothness and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. If these areas cannot be corrected with grinding then the slabs that are retaining water must be removed and replaced in accordance with paragraph 501-4.19d. Grinding shall be in accordance with paragraph 501-4.19f. All corrections will be at the Contractors expense.

501-5.4 Control charts. The Contractor shall maintain linear control charts for fine and coarse aggregate gradation, slump, and air content. The Contractor shall also maintain a control chart plotting the coarseness factor/workability factor from the combined gradations in accordance with paragraph 501-2.1d.

Control charts shall be posted in a location satisfactory to the RPR and shall be kept up to date at all times. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and suspension Limits, or Specification limits, applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a potential problem and the Contractor is not taking satisfactory corrective action, the RPR may halt production or acceptance of the material.

a. Fine and coarse aggregate gradation. The Contractor shall record the running average of the last five gradation tests for each control sieve on linear control charts. Superimposed on the control charts shall be the action and suspension limits. Gradation tests shall be performed by the Contractor per ASTM C136. The Contractor shall take at least **[** two **]**

samples per lot to check the final gradation. Sampling shall be per ASTM D75 from the flowing aggregate stream or conveyor belt.

b. Slump and air content. The Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits.

c. Combined gradation. The Contractor shall maintain a control chart plotting the coarseness factor and workability factor on a chart in accordance with paragraph 501-2.1d.

Control Chart Limits[1]

Control Parameter	**Individual Measurements**	
	Action Limit	**Suspension Limit**
Gradation[2]	*[3]	*[3]
Coarseness Factor (CF)	±3.5	±5
Workability Factor (WF)	±2	±3
Slump	+0.5 to -1 inch (+13 to -25 mm)	+1 to -1.5 inch (+25 to -38 mm)
Air Content	±1.5%	±2.0%

[1] Control charts shall developed and maintained for each control parameter indicated.

[2] Control charts shall be developed and maintained for each sieve size.

[3] Action and suspension limits shall be determined by the Contractor.

501-5.5 Corrective action at Suspension Limit. As a minimum, the contractor quality control process shall be deemed out of control and corrective action taken if any one of the following conditions exists.

a. Fine and coarse aggregate gradation. When two consecutive averages of five tests are outside of the suspension limits, immediate steps, including a halt to production, shall be taken to correct the grading.

b. Coarseness and Workability factor. When the CF or WF reaches the applicable suspension limits, the Contractor, immediate steps, including a halt to production, shall be taken to correct the CF and WF.

c. Fine and coarse aggregate moisture content. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5%, the scale settings for the aggregate batcher and water batcher shall be adjusted.

d. Slump. The Contractor shall halt production and make appropriate adjustments whenever:

(1) one point falls outside the Suspension Limit line for individual measurements

OR

(2) two points in a row fall outside the Action Limit line for individual measurements.

e. Air content. The Contractor shall halt production and adjust the amount of air-entraining admixture whenever:

(1) one point falls outside the Suspension Limit line for individual measurements

OR

(2) two points in a row fall outside the Action Limit line for individual measurements.

MATERIAL ACCEPTANCE

501-6.1 Quality Assurance (QA) Acceptance sampling and testing. All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section, with the exception of coring for thickness determination, will be performed by the RPR. The Contractor shall provide adequate facilities for the initial curing of beams. The Contractor shall bear the cost of providing initial curing facilities and coring and filling operations, per paragraph 501-6.5b(1).

The samples will be transported while in the molds. The curing, except for the initial cure period, will be accomplished using the immersion in saturated lime water method. During the 24 hours after molding, the temperature immediately adjacent to the specimens must be maintained in the range of 60° to 80°F (16° to 27°C), and loss of moisture from the specimens must be prevented. The specimens may be stored in tightly constructed wooden boxes, damp sand pits, temporary buildings at construction sites, under wet burlap in favorable weather, or in heavyweight closed plastic bags, or using other suitable methods, provided the temperature and moisture loss requirements are met.

501-6.2 Quality Assurance (QA) testing laboratory. Quality assurance testing organizations performing these acceptance tests will be accredited in accordance with ASTM C1077. The quality assurance laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods will be submitted to the RPR prior to start of construction.

501-6.3 Lot size. Concrete will be accepted for strength and thickness on a lot basis. A lot will consist of a day's production not to exceed 2,000 cubic yards. Each lot will be divided into approximately equal sublots with individual sublots between 400 to 600 cubic yards. Where three sublots are produced, they will constitute a lot. Where one or two sublots are produced, they will be incorporated into the previous or next lot. Where more than one plant is simultaneously producing concrete for the job, the lot sizes will apply separately for each plant.

501-6.4 Partial lots. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot or for overages or minor placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

Where three sublots have been produced, they will constitute a lot. Where one or two sublots have been produced, they will be incorporated into the next lot or the previous lot and the total number of sublots will be used in the acceptance criteria calculation, that is, n=5 or n=6.

501-6.5 Acceptance Sampling and Testing.

a. Strength.

(1) Sampling. One sample will be taken for each sublot from the concrete delivered to the job site. Sampling locations will be determined by the RPR in accordance with random sampling procedures contained in ASTM D3665. The concrete will be sampled in accordance with ASTM C172.

(2) Test Specimens. The RPR will be responsible for the casting, initial curing, transportation, and curing of specimens in accordance with ASTM C31. Two (2) specimens will be made from each sample and slump, air content, unit weight, and temperature tests will be conducted for each set of strength specimens. Within 24 to 48 hours, the samples will be transported from the field to the laboratory while in the molds. Samples will be cured in saturated lime water.

The strength of each specimen will be determined in accordance with **ASTM C39.** The strength for each sublot will be computed by averaging the results of the two test specimens representing that sublot.

(3) Acceptance. Acceptance of pavement for strength will be determined by the RPR in accordance with paragraph 501-6.6b(1). All individual strength tests within a lot will be checked for outliers in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded and the remaining test values will be used to determine acceptance in accordance with paragraph 501-6.5b.

b. Pavement thickness.

(1) Sampling. One core will be taken by the Contractor for each sublot in the presence of the RPR. Sampling locations will be determined by the RPR in accordance with random sampling procedures contained in ASTM D3665. Areas, such as thickened edges, with planned variable thickness, will be excluded from sample locations.

Cores shall be a minimum 4 inch (100 mm) in diameter neatly cut with a core drill. The Contractor will furnish all tools, labor, and materials for cutting samples and filling the cored hole. Core holes will be filled by the Contractor with a non-shrink grout approved by the RPR within one day after sampling.

(2) Testing. The thickness of the cores will be determined by the RPR by the average caliper measurement in accordance with ASTM C174. Each core shall be photographed and the photograph included with the test report.

(3) Acceptance. Acceptance of pavement for thickness will be determined by the RPR in accordance with paragraph 501-6.6.

501-6.6 Acceptance criteria.

a. General. Acceptance will be based on the following characteristics of the completed pavement discussed in paragraph 501-6.5b:

(1) Strength

(2) Thickness

(3) Grade

(4) Profilograph smoothness [Not used]

(5) Adjustments for repairs

Acceptance for strength, thickness, and grade, will be based on the criteria contained in accordance with paragraph 501-6.6b(1), 501-6.6b(2), and 501-6.6b(3), respectively.

(3) Grade. The final finished surface of the pavement of the completed project will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch vertically or 0.1 feet laterally. The documentation, stamped and signed by a licensed surveyor shall be in accordance with paragraph 501-5.3h. Payment for sublots that do not meet grade for over 25% of the sublot shall be reduced by 5% and not be more than 95%.

(4) Profilograph roughness for QA Acceptance. ~~**[**[Not used.]~~

METHOD OF MEASUREMENT

501-7.1 Concrete pavement shall be measured by the number of square yards of plain or reinforced pavement as specified in-place, completed and accepted.

BASIS OF PAYMENT

501-8.1 Payment. Payment for concrete pavement meeting all acceptance criteria as specified in paragraph 501-6.6. Acceptance Criteria shall be based on results of strength and thickness tests. Payment for acceptable lots of concrete pavement shall be adjusted in accordance with paragraph 501-8.1a for strength and thickness; 501-8.1b for repairs; 501-8.1c for grinding; and 501-8.1d for smoothness, subject to the limitation that:

The total project payment for concrete pavement shall not exceed **100** percent of the product of the contract unit price and the total number of square yards of concrete pavement used in the accepted work.

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the work as specified herein and on the drawings.

~~**a. Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with the Price Adjustment Schedule table below. A pay factor shall be calculated for both strength and thickness. The lot pay factor shall be the higher of the two values when calculations for both strength and thickness are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either strength or thickness is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both strength and thickness are less than 100%.~~

~~**Price Adjustment Schedule**[1]~~

~~**Percentage of Materials Within Specification Limits (PWL)**~~	~~**Lot Pay Factor (Percent of Contract Unit Price)**~~
~~96 – 100~~	~~106~~
~~90 – 95~~	~~PWL + 10~~
~~75 – 90~~	~~0.5 PWL + 55~~
~~55 – 74~~	~~1.4 PWL – 12~~
~~Below 55~~	~~Reject~~[2]

~~[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment in excess of 100% shall be subject to the total project payment limitation specified in paragraph 501-8.1.~~

~~[2] The lot shall be removed and replaced unless, after receipt of FAA concurrence, the Owner and Contractor agree in writing that the lot will remain; the lot paid at 50% of the contract unit price; and the total project payment limitation reduced by the amount withheld for that lot.~~

~~For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in paragraph 501-8.1. Payment in excess of 100% for accepted lots of concrete pavement shall be used to offset payment for accepted lots of concrete pavement that achieve a lot pay factor less than 100%; except for rejected lots which remain in place and/or sublots with adjustments for repairs.~~

~~b. Adjusted payment for repairs.~~ ~~The PWL lot pay factor shall be reduced by 5% and be no higher than 95% for sublots which contain repairs in accordance with paragraph 501-4.19 on more than 20% of the slabs within the sublot. Payment factors greater than 100 percent for the strength and thickness cannot be used to offset adjustments for repairs.~~

~~c. Adjusted payment for grinding.~~ ~~The PWL lot pay factor shall be reduced by 5% and be no higher than 95% for sublots with grinding over 25% of a sublot.~~

e. Payment. Payment shall be made under:

Item P-501-8.1a	Reinforced Concrete Pavement (8 inches) **-** per square yard
Item P-501-8.1b	Reinforced Concrete Pavement Ramp (8-12 inches) – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A996	Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
ASTM A1035	Standard Specification for Deformed and Plain, Low-Carbon, Chromium, Steel Bars for Concrete Reinforcement
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM A1078	Standard Specification for Epoxy-Coated Steel Dowels for Concrete Pavement
ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C70	Standard Test Method for Surface Moisture in Fine Aggregate
ASTM C78	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C123	Standard Test Method for Lightweight Particles in Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174	Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C227	Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method)
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C295	Standard Guide for Petrographic Examination of Aggregates for Concrete

ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregates by Drying
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C642	Standard Test Method for Density, Absorption, and Voids in Hardened Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C881	Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1064	Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1567	Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D75	Standard Practice for Sampling Aggregates

ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber and Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Concrete Institute (ACI)

ACI 305R	Guide to Hot Weather Concreting
ACI 306R	Guide to Cold Weather Concreting
ACI 309R	Guide for Consolidation of Concrete

Advisory Circulars (AC)

AC 150/5320-6	Airport Pavement Design and Evaluation

Federal Highway Administration (FHWA)

HIPERPAV 3, version 3.2

Portland Concrete Association (PCA)

PCA	Design and Control of Concrete Mixtures, 16th Edition

U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD)

CRD C662	Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method)

United States Air Force Engineering Technical Letter (ETL)

ETL 97-5	Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements

END ITEM P-501

ITEM P-605
JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D5893 Standard Specifications for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, **14 Calendar** days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. Sandblasting is not allowed.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier's instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by tractor-mounted routing equipment**,** concrete saw or waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance

with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to **1/8 inch ±1/16 inch** below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 No Direct Measurement. All work shall be considered incidental to the bid items for specification P-501

BASIS OF PAYMENT

605-5.1 No Direct Payment. All the work under this item including furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the work item shall be considered incidental to the bid items for specification P-501.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D5893	Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt
ASTM D7116	Standard Specification for Joint Sealants, Hot Applied, Jet Fuel Resistant Types for Portland Cement Concrete Pavements

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END ITEM P-605

ITEM P-610
CONCRETE FOR MISCELLANEOUS STRUCTURES

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20%, the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
¾ inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. [~~Not used~~]

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of **ASTM C150 Type I.**

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than **[** 15% **]** and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix and shall furnish each additional report as they become available during the project. The reports can be used for acceptance, or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A,

B, or D and set accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

~~**610-2.8 Premolded joint material.** Premolded joint material for expansion joints shall meet the requirements of ASTM **[ ]**.~~

~~**610-2.9 Joint filler.** The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.~~

610-2.10 Steel reinforcement. Reinforcing shall consist of **Reinforcing Steel** conforming to the requirements of ASTM A615, ASTM A706, ASTM A775, ASTM A934

610-2.11 Materials for curing concrete. Curing materials shall conform to White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B, ASTM C309.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of **4000** psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the

concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM

C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental, and no separate measurement shall be made of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Concrete shall be considered incidental, and no separate payment shall be made.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens

ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete

ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

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) onthe 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

2.1. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

2.1.1. **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.

2.1.2. **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.

2.2. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.3. Construction Perimeter Fence.

2.3.1. **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.

2.3.2. **Fence**. Provide orange construction fencing as approved.

2.3.3. **Fence Wire**. Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.3.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.3.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.3.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.4. 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.

2.5. Temporary Sediment Control Fence. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.5.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, “Temporary Sediment Control Fence Fabric.”

2.5.2. **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.

2.5.3. **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.

2.5.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.5.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.6. Biodegradable Erosion Control Logs.

2.6.1. **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.”

2.6.2. **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.

2.6.3. **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.

4.4.1.1. **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.

4.4.2. **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.

4.4.2.1. **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.

4.4.2.2. **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.

4.4.3. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.3.1. **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.

4.4.3.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.
4.4.3.3.

4.4.4. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.4.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.4.2. **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.

4.4.4.3. **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.

4.4.5. **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.

4.4.6. **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.

4.4.6.1. **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.

4.4.6.2. **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.

4.4.6.3. **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.

4.4.6.4. **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.

4.4.7. **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.

4.4.8. **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

5.2. Earthwork for Erosion and Sediment Control.

5.2.1. **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.

5.2.2. **Volume Measurement**.

5.2.2.1. **In Place**.

5.2.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.2.2.1.2. **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.

5.3. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

5.4. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.5. Temporary Sediment-Control Fence. Installation or removal of temporary sediment-control fence will be measured by the foot.

5.6. 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.

5.7. 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. 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.”

6.2. Earthwork for Erosion and Sediment Control.

6.2.1. **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.

6.3. 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.

6.4. 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.

6.5. 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:

6.5.1. **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.

6.5.2. **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.

6.6. 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:

6.6.1. **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.

6.6.2. **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.

6.7. Vertical Tracking. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

ITEM 529
CONCRETE CURB, GUTTER,COMBINED CURB AND GUTTER

DESCRIPTION

Construct hydraulic cement concrete curb, gutter, and combined curb and gutter.

MATERIALS

Furnish materials conforming to:

- Item 360, “Concrete Pavement”
- Item 420, “Concrete Substructures”
- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”

Use Class A concrete or material specified on the plans. Use Grade 8 coarse aggregate for extruded Class Aconcrete. Use other grades if approved.

When approved, use fibers meeting the requirements of DMS-4550, “Fibers for Concrete,” to replace reinforcing steel in Class A concrete. Dose fibers in accordance with the Department’s MPL of pre-qualified fibers for concrete.

CONSTRUCTION

Provide finished work with a well-compacted mass and a surface free from voids and honeycomb, in the required shape, line, and grade. Round exposed edges with an edging tool of the radius shown on the plans. Mix, place, and cure concrete in accordance with Item 420, “Concrete Substructures.” Construct joints at locations shown on the plans. Cure for at least 72 hr.

Furnish and place reinforcing steel in accordance with Item 440, “Reinforcement for Concrete.”

Set and maintain a guideline that conforms to alignment data shown on the plans, with an outline that conforms to the details shown on the plans. Ensure that changes in curb grade and alignment do not exceed 1/4 in. between any 2 contacts on a 10-ft. straightedge.

3.1 Conventionally Formed Concrete. Shape and compact subgrade, foundation, or pavement surface to theline, grade, and cross-section shown on the plans. Lightly sprinkle subgrade or foundation material immediately before concrete placement.

Pour concrete into forms and strike off with a template 1/4 to 3/8 in. less than the dimensions of the finishedcurb unless otherwise approved. After initial set, plaster surface with mortar consisting of 1-part hydraulic cement and 2 parts fine aggregate. Brush exposed surfaces to a uniform

texture.

Place curbs, gutters, and combined curb and gutters in 50-ft. maximum sections unless otherwise approved.

3.2 Extruded or Slipformed Concrete. Hand-tamp and sprinkle subgrade or foundation material before concrete placement. Provide clean surfaces for concrete placement. Coat cleaned surfaces, if required, with approved adhesive or coating at the rate of application shown on the plans or as directed. Place concrete with approved self-propelled equipment.

The forming tube of the extrusion machine or the form of the slipform machine must be easily adjustable vertically during the forward motion of the machine to provide variable heights necessary to conform to the established grade line.

Attach a pointer or gauge to the machine so that a continual comparison can be made between the extruded or slipform work and the grade guideline. Other methods may be used when approved.

Finish surfaces immediately after extrusion or slipforming.

MEASUREMENT

This Item will be measured by the lineal foot.

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 Curb," "Concrete Curb (Mono)," or "Concrete Curb and Gutter" of the type specified. This price is full compensation for surface preparation of curb foundation, equipment, labor, materials, tools, and incidentals.

END OF ITEM 529

EXHIBIT A: PLANS

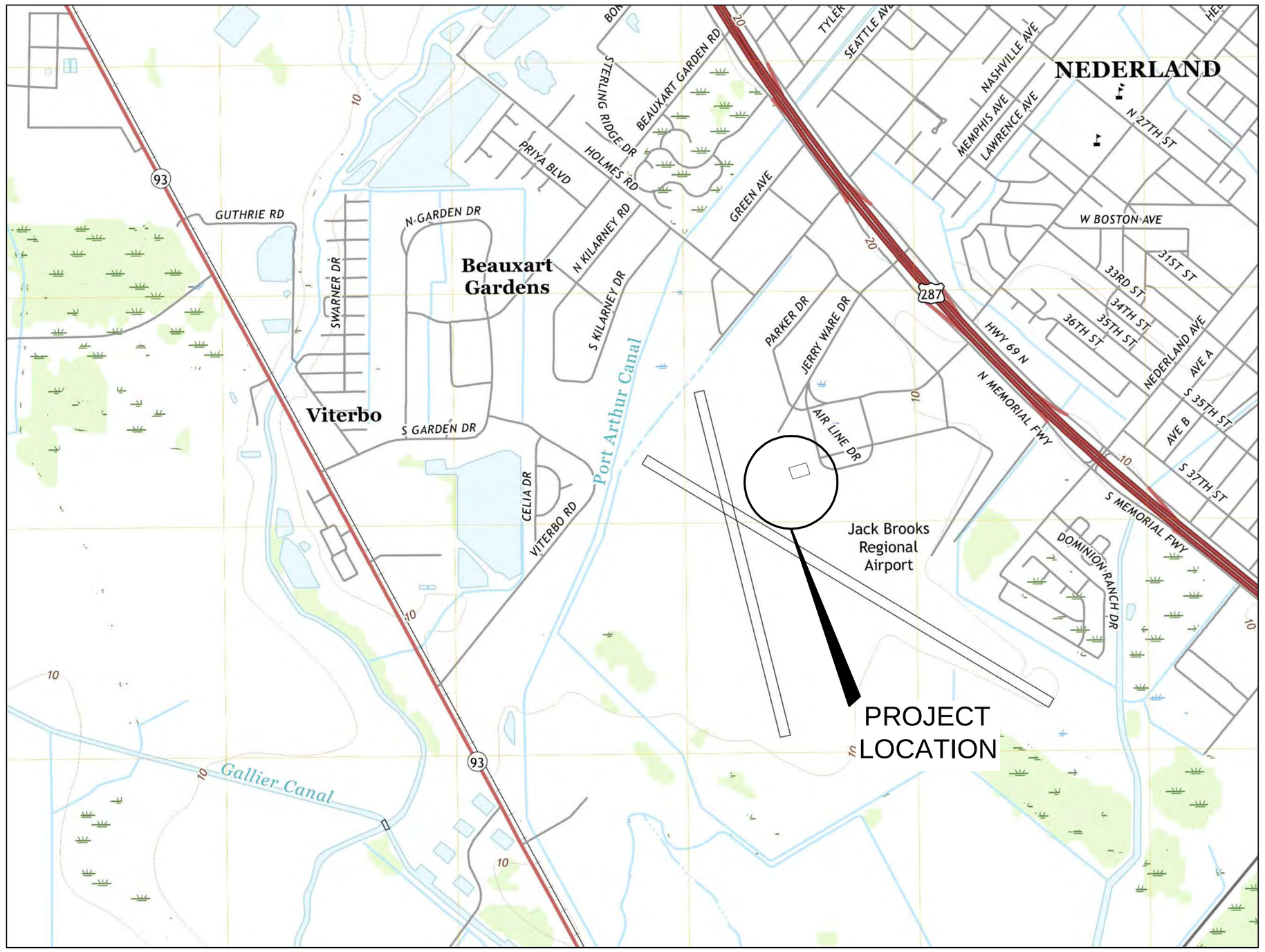
IFB 22-028/JW
EXHIBIT A: PAGE A-2

REHABILITATION OF FUEL FARM PAVEMENT
JACK BROOKS REGIONAL AIRPORT (BPT)

ISSUED FOR BIDDING

PROJECT CONSISTS OF RECONSTRUCTION OF EXISTING CONCRETE PAVEMENT AT THE JACK BROOKS REGIONAL AIRPORT FUEL FARM

FAA AIRPORT IMPROVEMENT PROGRAM (AIP) PN: AIP 3-480018-37-20
JEFFERSON COUNTY PN: ISB 22-028/JW
THE SOLCO GROUP PN: 2021-10-1092
MAY 2022



VICINITY MAP
N.T.S

SHEET INDEX		
SHEET NO.	DWG NO.	SHEET TITLE
1	G-000	COVER PAGE
2	G-001	GENERAL NOTES AND SUMMARY OF QUANTITIES
3	C-001	PROJECT LAYOUT AND PHASING PLAN
4	C-002	SURVEY PLAN
5	C-003	SITE DEMOLITION PLAN
6	C-004	GRADING, PLAN AND PROFILE
7	C-005	SITE PAVING, JOINTING AND SPOT ELEVATIONS
8	C-006	PAVEMENT DETAILS
9	C-007	PAVEMENT DETAILS
10	EC(9)-16	TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EROSION CONTROL LOG
11	BC(8)-21	BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

LOCATION MAP
N.T.S

JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS
KELVIN I. SOLCO
78161
LICENSED
PROFESSIONAL ENGINEER
5/21/2022

NO.									
DATE									
REVISION									

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION OF FUEL FARM PAVEMENT

DRAWING TITLE:
COVER PAGE

DRAWING NUMBER: G-000

SHEET NUMBER: 1 SHEET TOTAL: 11

SCALE: N.T.S

DRAWN BY: AM CHECKED BY: KS

FILE:C:\The Solco Group\Jack Brooks Regional\13. CADD\211092-BPT-COVER PAGE.dwg

CONSTRUCTION ACTIVITIES

1. THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS. THE PROJECT IS SUBJECT TO INSPECTION BY REPRESENTATIVES OF JACK BROOKS REGIONAL AIRPORT, THE ENGINEER, JEFFERSON COUNTY AND THE FEDERAL AVIATION ADMINISTRATION (FAA).

2. CONTRACTOR AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH ALL PLANS, SPECIFICATIONS AND FAA ADVISORY CIRCULARS.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION PROGRESS SCHEDULE TO THE AIRPORT, ENGINEER AND RESIDENT PROJECT REPRESENTATIVE (RPR) EACH WEEK.

4. ALL MATERIAL SUBMITTALS FOR ITEMS TO BE USED IN CONSTRUCTION OF THE PROJECT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL 14 DAYS PRIOR TO COMMENCEMENT OF THE ASSOCIATED WORK.

5. THE PROJECT PAY ITEMS ARE PROVIDED TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THESE PLANS. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED/INCIDENTAL WORK TO COMPLETE THE PROJECT AND IS TO BE INCLUDED IN THE COST OF THE PROJECT PAY ITEMS PROVIDED.

6. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SAFETY FOR CONSTRUCTION PERSONNEL AND EQUIPMENT AT ALL TIMES.

7. CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS NOT DESIGNATED FOR DEMOLITION OR REMOVAL THAT ARE DAMAGED BY CONSTRUCTION EFFORTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OF ANY DAMAGE TO AIRPORT FACILITIES, INCLUDING BUT NOT LIMITED TO EXISTING PAVEMENTS, UNDERGROUND CABLES, LIGHTS, SIGNS, FENCES, EQUIPMENT, ETC. CAUSED DURING CONSTRUCTION. ALL REPAIRS MUST BE MADE IN COORDINATION WITH THE OWNER AND TO EQUAL OR BETTER QUALITY AND IN COMPLIANCE WITH THE AIRPORT. ALL REPAIR AND REPLACEMENT COST SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EFFORT AND COST OF IMMEDIATE CLEANING OF EARTH TRACKING AND SPILLS RESULTING FROM THE CONTRACTOR'S OPERATIONS.

9. CONSTRUCTION AREA LIMITS: THE LIMITS OF CONSTRUCTION MATERIAL STORAGE AREAS, PLAN SITE, EQUIPMENT STORAGE AREA, PARKING AREA AND OTHER AREAS DEFINED AS REQUIRED FOR THE CONTRACTOR'S EXCLUSIVE USE DURING CONSTRUCTION SHALL BE MARKED BY THE CONTRACTOR.

10. THE CONTRACTOR SHALL BE RESPONSIBLE OF COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED FOR CONSTRUCTION.

ENVIRONMENTAL

1. IN THE EVENT THAT UNANTICIPATED CONTAMINATION IS ENCOUNTERED DURING CONSTRUCTION, WORK IN THE IMMEDIATE AREA WILL CEASE. CONTRACTOR SHALL NOTIFY THE RPR AND ENGINEER TO CONTACT THE RELEVANT ENVIRONMENTAL AUTHORITY.

2. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL THE LOCAL, STATE AND FEDERAL REGULATIONS.

EXISTING TOPOGRAPHY

1. EXISTING TOPOGRAPHY SHOWN ON THE PLANS ARE BASED ON THE SURVEYED TERRAIN FOR THE CONSTRUCTION LIMITS OF THE PROJECT. THE CONTRACTOR SHALL FIELD VERIFY THAT THE EXISTING TOPOGRAPHY SHOWN IS REASONABLY ACCURATE. IF THE ACCURACY IS IN QUESTION THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST TWO WEEKS PRIOR TO THE START OF CONSTRUCTION AND A COURSE OF ACTION WILL BE DETERMINED AT THAT TIME.

EXISTING CONDITIONS/UNDERGROUND AND CONCEALED

1. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION AND REPORT TO THE ENGINEER ANY VARIATIONS FROM THE INFORMATION SHOWN ON CONSTRUCTION PLANS.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES AND PIPELINES IN THE CONSTRUCTION AREA. ANY DAMAGE TO EXISTING UTILITIES OR PIPELINES (ON OR OFF AIRPORT PROPERTY) DAMAGED BY CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL REPAIR ALL UTILITY/PIPELINE DAMAGED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.

3. ANY UNPLANNED, UNAPPROVED OR ACCIDENTAL SHUTDOWN OR INTERRUPTION OF SERVICE TO ANY LIGHTING CIRCUIT REQUIRES IMMEDIATE NOTIFICATION OF THE OWNER BY THE CONTRACTOR. ALL NECESSARY REPAIRS WILL BE AT CONTRACTORS EXPENSE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING AND GRADE CONTROL OF ALL ELEMENTS OF THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.

5. CONTRACTOR SHALL VERIFY ALL SURVEY CONTROL, ELEVATIONS, AND EXISTING GRADES PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.

6. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL HORIZONTAL AND VERTICAL CONSTRUCTION STAKING AS REQUIRED FOR THE PROJECT DEVELOPMENT.

7. CONTRACTOR SHALL ESTABLISH ANY ADDITIONAL CONTROL POINTS DEEMED NECESSARY BY CONSTRUCTION PERSONNEL PRIOR TO BEGINNING THE WORK.

SUMMARY OF QUANTITIES

Spec	Pay Item	Description	Units	Bid Quantity	Final Quantity	Remarks
1	C-105	Mobilization	LS	1		
2	SS-120	Construction Safety and Security (CSPP, Barricades, Signs and Traffic Handling)	LS	1		
3	D-701a	Allowance for Storm Sewer Pipe Replacement	LS	1		
4	D-701b	Install PVC Pipe (2 Inch)	LF	8		
5	P-101-5.1a	Sawcut, Remove and Dispose Existing Concrete Pavement Full Depth (8 Inches)	SY	600		
6	P-101-5.1b	Sawcut, Remove and Dispose Existing Asphalt Ramp	SY	70		
7	P-101-5.1c	Sawcut, Remove and Dispose Existing 6" Vertical Curb	LF	310		
8	P-152-4.2	Embankment in Place	CY	20		
9	P-152-4.4	Unsuitable Excavation	CY	20		
10	P-155-8.1	Lime Treated Subgrade (8 inches)	SY	600		
11	P-155-8.2	Lime	TON	31		
12	P-501-8.1a	Reinforced Concrete Pavement (8 Inches)	SY	530		
13	P-501-8.1b	Reinforced Concrete Pavement Ramp (8-12 Inches)	SY	70		
14	TXDOT 506-6.6.1	Biodegradable Erosion Control Logs (Install)	LF	200		
15	TXDOT 506-6.6.2	Biodegradable Erosion Control Logs (Removal)	LF	200		
16	TXDOT 529	4" Concrete Curb	LF	310		
17	See Plan	Furnish and Install 4' Steel Bollards	EA	2		
18	See Plan	Install 6' Rubber Speed Bumps	EA	4		

HAUL ROUTES, STAGING AREAS AND SITE ACCESS

1. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING STAGING AREA AND HAUL ROUTE AS NECESSARY FOR HIS OPERATIONS. THIS ITEMS SHALL BE SUBSIDIARY TO OTHER ITEMS IN THE CONTRACT.

2. CONTRACTOR SHALL PROVIDE ACCESS ROUTE PLAN FOR APPROVAL BY THE AIRPORT PRIOR TO THE BEGINNING OF CONSTRUCTION. THE ACTUAL SIZE AND LOCATION OF THE STAGING AREA AND HAUL ROUTE WILL BE APPROVED BY THE AIRPORT PRIOR TO CONSTRUCTION.

4. IT SHALL BE THE CONTRACTORS' RESPONSIBILITY TO COORDINATE ALL OFF-AIRPORT ROUTES WITH THE APPROPRIATE AUTHORITIES.

5. HAUL TRUCKS TRANSPORTING LOOSE MATERIAL OFF AIRPORT PROPERTY SHALL USE LOAD COVERS AND SHALL BE LOADED SUCH THAT NO SPILLAGE OCCURS DURING TRANSIT. ALL CONTRACTOR EQUIPMENT MUST BE MAINTAINED IN GOOD WORKING ORDER. CONTRACTOR VEHICLES THAT LEAK OR DRIP OIL AND/OR FLUIDS MUST BE IMMEDIATELY REMOVED FROM THE PROJECT FOR REPAIR AND THE SPILL CLEANED UP IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS/HER OWN COMPLETE UTILITY SERVICES. THE AIRPORT WILL NOT PROVIDE FACILITIES AND SERVICES TO THE CONTRACTOR DURING CONSTRUCTION. THE CONTRACTOR'S PERSONNEL ARE PROHIBITED FROM UTILIZING THE AIRPORT TERMINAL. ASSOCIATED COST WILL BE SUBSIDIARY TO OTHER ITEMS IN THE CONTRACT.

7. THE AREAS UTILIZED AS THE CONTRACTOR'S STAGING AREA, PARKING, LAYDOWN, STORAGE AREA, AND THE HAUL ROUTES ARE TO BE RESTORED TO THE ORIGINAL CONDITION AT THE END OF THE PROJECT. ALL EXISTING ROADS OR PAVEMENTS USED AS ACCESS/HAUL ROADS SHALL BE MAINTAINED AND IMPROVED AS REQUIRED. THE ROAD OR PAVEMENT CONDITIONS WILL BE INSPECTED JOINTLY BY THE ENGINEER AND CONTRACTOR PRIOR TO AND AT THE END OF THE PROJECT. THE CONDITION OF THESE ROADS AND PAVEMENTS SHALL BE EQUAL OR BETTER THAN AT THE START OF THE PROJECT AS DETERMINED BY THE ENGINEER. MECHANICAL BROOMS WILL BE REQUIRED BY THE ENGINEER FOR THESE EXISTING PAVEMENT ACCESS ROADS IF CONDITIONS ARE NOT BEING MAINTAINED (IN THE OPINION OF THE ENGINEER) BY THE CONTRACTOR.

8. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL NOT TRAVEL ON NEWLY CONSTRUCTED PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO THE NEWLY CONSTRUCTED PAVEMENT, ALL REPAIRS SHALL BE AT THE CONTRACTORS OWN EXPENSE.

9. THE FUEL FARM SHALL BE KEPT FREE OF ALL DEBRIS, DIRT, ETC., AT ALL TIMES. ANY SPILLAGE OF SOIL, DEBRIS OR OTHER MATERIALS SHALL BE CLEANED UP IMMEDIATELY USING APPROPRIATE POWER SWEEPERS, BLOWERS OR OTHER APPROVED EQUIPMENT, BY THE CONTRACTOR. DUST GENERATED DUE TO CONSTRUCTION ACTIVITIES SHALL BE ADEQUATELY CONTROLLED AT ALL TIMES. A PROGRAM OF REGULAR FUEL FARM AREA INSPECTION SHALL BE IMPLEMENTED BY THE CONTRACTOR DURING CONSTRUCTION.

10. ALL EQUIPMENT MUST BE RETURNED TO THE STAGING AREA AT THE END OF EACH WORK DAY AND WHEN NOT ENGAGED IN THE CONSTRUCTION DURING NON-WORKING DAYS AND NIGHTS UNLESS APPROVED BY THE OWNER. THE OWNER WILL DESIGNATE AREAS FOR CONTRACTOR'S EMPLOYEES AUTO PARKING.

11. ACCESS TO THE SITE:

    a. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE.

    b. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE.

    c. THE CONTRACTOR IS RESPONSIBLE FOR IMMEDIATE CLEAN UP OF ANY DEBRIS DEPOSITED ALONG THE ACCESS ROUTE AS A RESULT OF HIS CONSTRUCTION TRAFFIC.

    d. ANY TRAFFIC CONTROL SIGN AND DEVICES PLACED IN THE COURSE OF THE PROJECT SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE APPLICABLE FAA ADVISORY CIRCULAR, OR AS APPROVED IN WRITING FROM SHOP DRAWINGS SUBMITTED TO THE ENGINEER PRIOR TO SIGN PLACEMENT.

    e. THE CONTRACTOR WILL BE LIABLE FOR ANY FINES ISSUED BY THE FAA, DOTD, COUNTY AND AIRPORT OPERATIONS FOR TRAFFIC VIOLATIONS AND SECURITY VIOLATIONS FOR WHICH IT IS CITED.

DUST PROTECTION

1. CONTRACTOR SHALL INSTALL DUST PROTECTION COVERS TO PROTECT THE EXISTING FUEL TANK EQUIPMENT AND CHAIN LINK FENCE. DUST PROTECTION IS INCIDENTAL TO PAY ITEM SS-100

Texas 811

JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS
KELVIN I. SOLCO
78161
LICENSED
PROFESSIONAL ENGINEER
5/31/2022

NO.	DATE	REVISION

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION
OF FUEL FARM PAVEMENT

DRAWING TITLE:
GENERAL NOTES AND
SUMMARY OF QUANTITIES

DRAWING NUMBER: G-001

SHEET NUMBER: 2 SHEET TOTAL: 11

SCALE: N.T.S

DRAWN BY: AM CHECKED BY: KS

FILE:C:\The Solco Group\Jack Brooks Regional\13. CADD\211092-BPT-GENERAL NOTES.dwg

IFB 22-028/JW
EXHIBIT A: PAGE A-4

NOTES:

1. THE CONTRACTOR SHALL PREPARE A CONCRETE WASHOUT PLAN AND SUBMIT TO THE ENGINEER FOR APPROVAL.
2. THE CONCRETE WASHOUT PLAN SHALL INCLUDE STRUCTURAL CONTROLS SUCH AS SILT FENCE, TEMPORARY BERMS AND/OR TEMPORARY STORAGE TANKS TO PREVENT CONTAMINATED RUNOFF AND MUST BE LINED AS TO PREVENT CONTAMINATION OF UNDERLYING SOIL.
3. THE ONSITE WASHOUT LOCATION SHALL BE COORDINATED WITH THE AIRPORT AND RPR FOR APPROVAL PRIOR TO CONSTRUCTION.
4. WHEN THE WASHOUT IS NO LONGER NEEDED, IT WILL BE REMOVED AND AREA WILL BE RESTORED TO THE ORIGINAL CONDITION. MATERIALS AND LABOR WILL NOT BE MEASURED OR PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO PAY ITEM C-102

LEGEND

- ACCESS AND HAUL ROUTE (ONE WAY TRAFFIC)
- ACCESS AND HAUL ROUTE (TWO WAY TRAFFIC)
- TEMPORARY STAGING AND STOCKPILE AREA

N W E S

JERRY WARE DRIVE
TWO WAY TRAFFIC
TWO WAY TRAFFIC
ONE WAY TRAFFIC
ONE WAY TRAFFIC
PARKER DRIVE
ONE WAY TRAFFIC
AIRLINE DRIVE
ONE WAY TRAFFIC
ONE WAY TRAFFIC
TEMPORARY STAGING AND STOCKPILE AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE AND REPAIR TO PARKING LOT
CONTROL TOWER
RAMP
PROJECT SITE
GATE TO REMAIN TO OPEN
ONE WAY TRAFFIC
GATE TO REMAIN CLOSED. CONTRACTOR SHALL UNDER NO CIRCUMSTANCES ENTER THE AIRSIDE (AOA) AREA WITHOUT FAA AIR TRAFFIC AUTHORIZATION AND RPR COORDINATION/PERMISSION.
TEMPORARY STAGING AND STOCKPILE AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE AND REPAIRS
TERMINAL BUILDING

JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS
KELVIN L. SOLCO
78161
LICENSED
PROFESSIONAL ENGINEER
5/31/2022

NO.	DATE	REVISION

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION OF FUEL FARM PAVEMENT

DRAWING TITLE:
PROJECT LAYOUT AND PHASING PLAN

DRAWING NUMBER: C-001

SHEET NUMBER: 3 SHEET TOTAL: 11

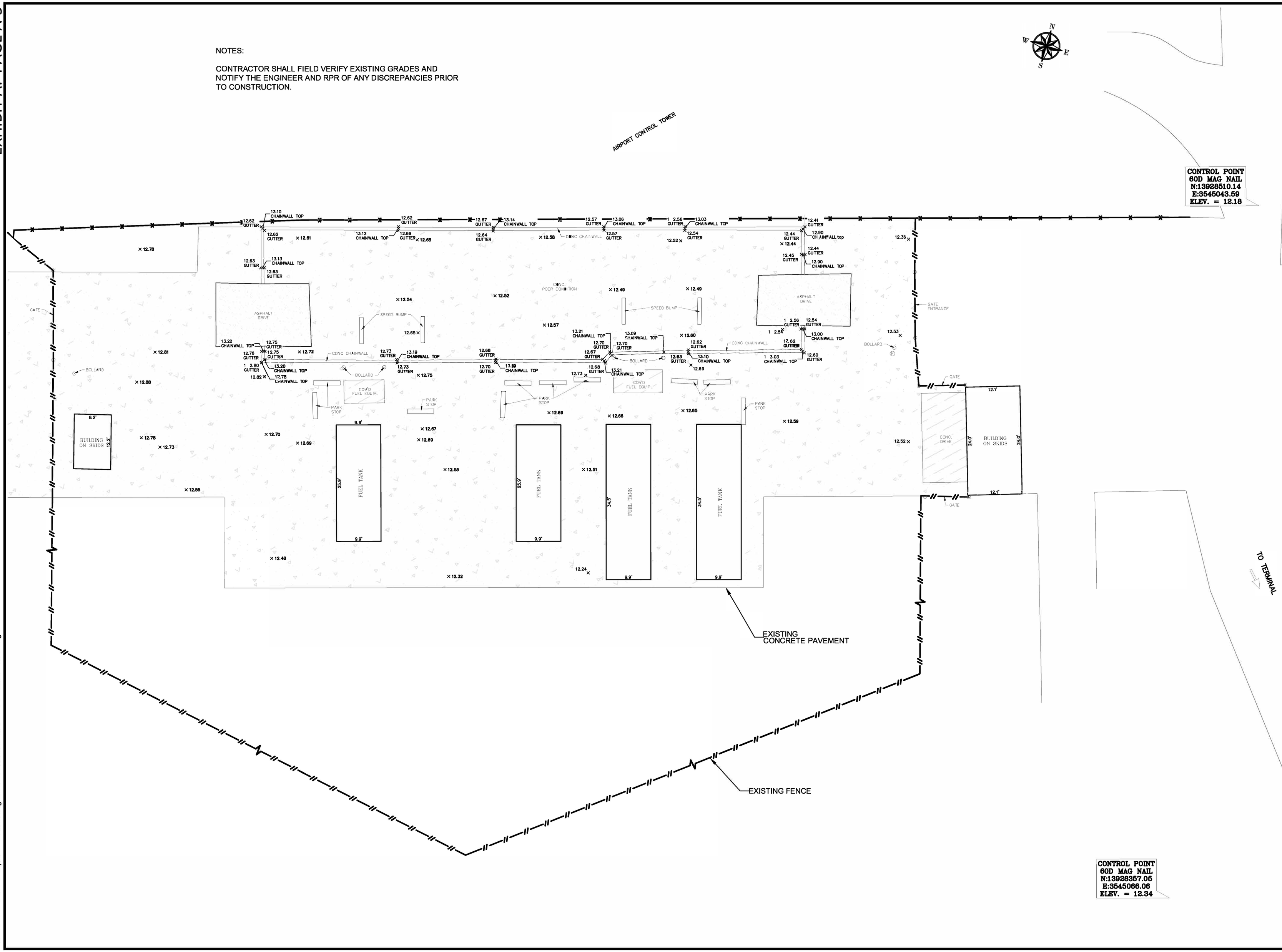
SCALE: 1" = 60' (FULL) 1"=120' (HALF)

DRAWN BY: AM CHECKED BY: KS

FILE:C:\The Solco Group\Jack Brooks Regional\13. CADD\211092-BPT-PROJECT LAYOUT.dwg

NOTES:

CONTRACTOR SHALL FIELD VERIFY EXISTING GRADES AND NOTIFY THE ENGINEER AND RPR OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.



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JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS
KELVIN L. SOLCO
78161
LICENSED PROFESSIONAL ENGINEER
5/31/2022

NO.	DATE	REVISION

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION
OF FUEL FARM PAVEMENT

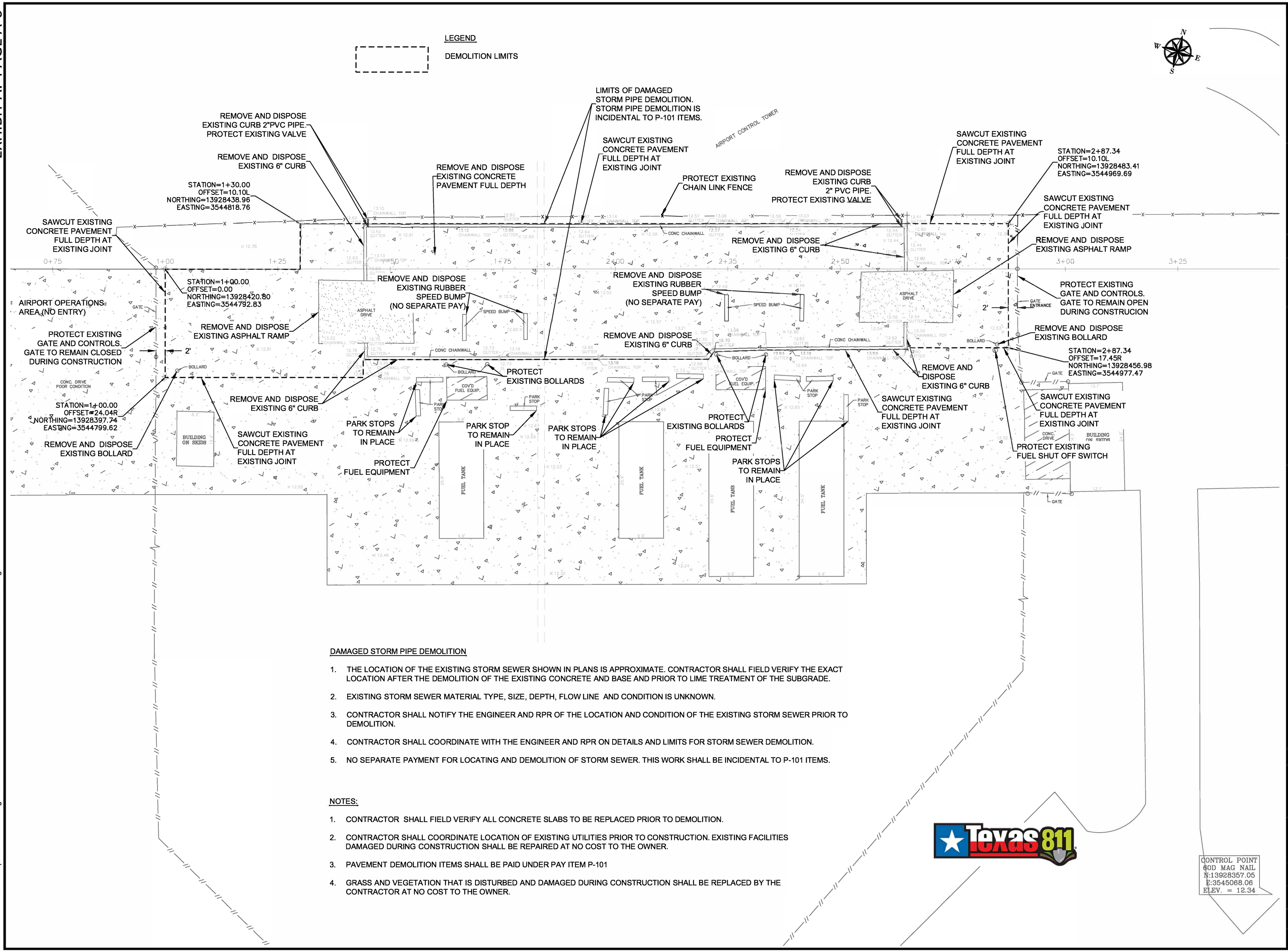
DRAWING TITLE:
SURVEY PLAN

DRAWING NUMBER:
C-002

SHEET NUMBER: 4
SHEET TOTAL: 11

SCALE: 1" = 10' (FULL) 1"=20' (HALF)

DRAWN BY: AM
CHECKED BY: KS



DAMAGED STORM PIPE DEMOLITION

1. THE LOCATION OF THE EXISTING STORM SEWER SHOWN IN PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AFTER THE DEMOLITION OF THE EXISTING CONCRETE AND BASE AND PRIOR TO LIME TREATMENT OF THE SUBGRADE.
2. EXISTING STORM SEWER MATERIAL TYPE, SIZE, DEPTH, FLOW LINE AND CONDITION IS UNKNOWN.
3. CONTRACTOR SHALL NOTIFY THE ENGINEER AND RPR OF THE LOCATION AND CONDITION OF THE EXISTING STORM SEWER PRIOR TO DEMOLITION.
4. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND RPR ON DETAILS AND LIMITS FOR STORM SEWER DEMOLITION.
5. NO SEPARATE PAYMENT FOR LOCATING AND DEMOLITION OF STORM SEWER. THIS WORK SHALL BE INCIDENTAL TO P-101 ITEMS.

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL CONCRETE SLABS TO BE REPLACED PRIOR TO DEMOLITION.
2. CONTRACTOR SHALL COORDINATE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. EXISTING FACILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT NO COST TO THE OWNER.
3. PAVEMENT DEMOLITION ITEMS SHALL BE PAID UNDER PAY ITEM P-101
4. GRASS AND VEGETATION THAT IS DISTURBED AND DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS · KELVIN I. SOLCO · 78161 · LICENSED PROFESSIONAL ENGINEER · 5/31/2022

NO.	DATE	REVISION

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION OF FUEL FARM PAVEMENT

DRAWING TITLE:
SITE DEMOLITION PLAN

DRAWING NUMBER: C-003

SHEET NUMBER: 5 SHEET TOTAL: 11

SCALE: 1" = 10' (FULL) 1"=20' (HALF)

DRAWN BY: AM CHECKED BY: KS

IFB 22-028/JW 340

EXHIBIT A: PAGE A-7

LEGEND

XX PROPOSED GRADE AT 0.2' INTERVAL

XX EXISTING GRADE AT 0.2' INTERVAL

EROSION CONTROL LOG

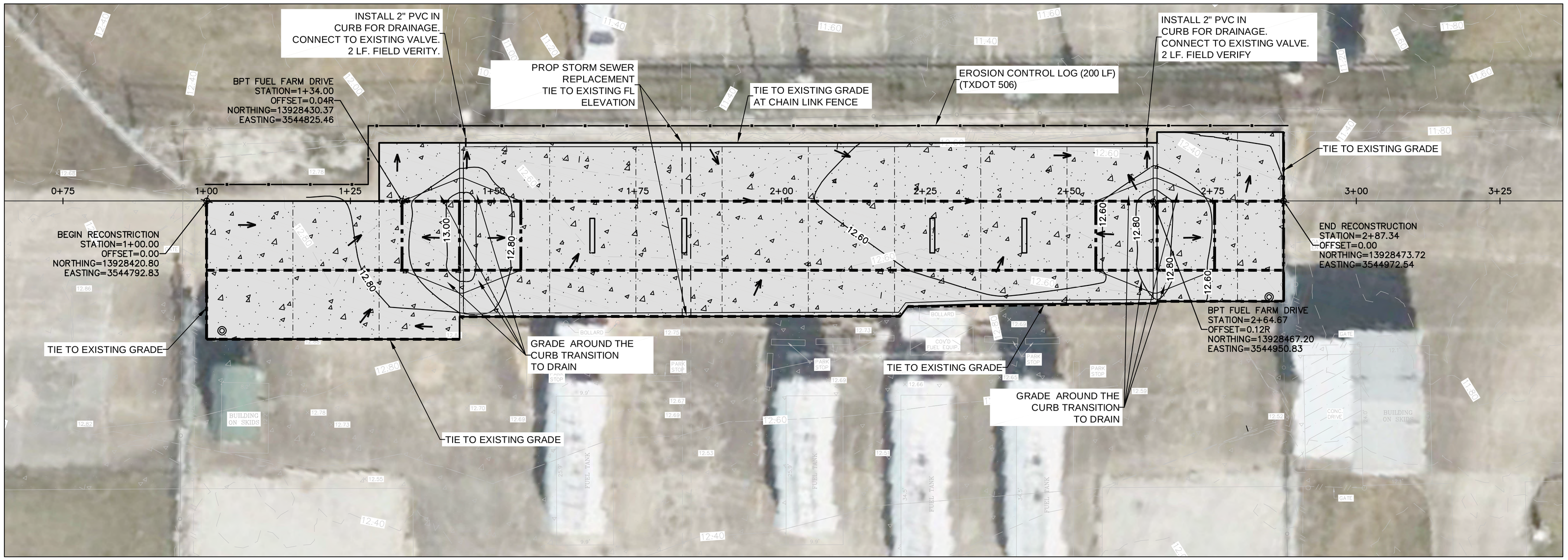
FLOW ARROW

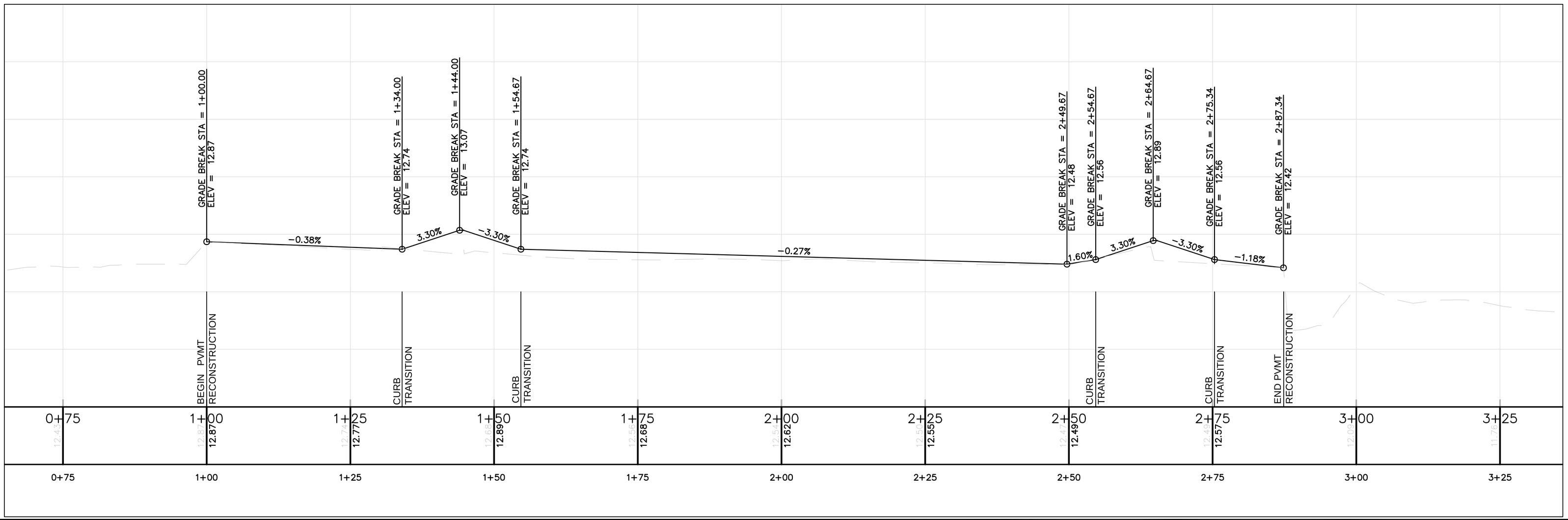
DAMAGED STORM PIPE REPLACEMENT

1. THE LOCATION OF THE DAMAGED STORM SEWER REPLACEMENT SHOWN IN PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION.
2. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND RPR ON DETAILS FOR STORM SEWER MATERIAL TYPE AND CONSTRUCTION PRIOR TO REPLACEMENT.
3. PAYMENT FOR STORM SEWER REPLACEMENT UNDER PAY ITEM D-701

NOTES:

CONTRACTOR SHALL FIELD VERIFY EXISTING GRADES AND NOTIFY THE ENGINEER AND RPR OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.





JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS KELVIN L SOLCO 78161 LICENSED PROFESSIONAL ENGINEER 5/31/2022

NO.	DATE	REVISION

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION OF FUEL FARM PAVEMENT

DRAWING TITLE:
GRADING, PLAN AND PROFILE

DRAWING NUMBER: C-004

SHEET NUMBER: 6 SHEET TOTAL: 11

SCALE: 1" = 10' (FULL) 1"=20' (HALF)

DRAWN BY: AM CHECKED BY: KS

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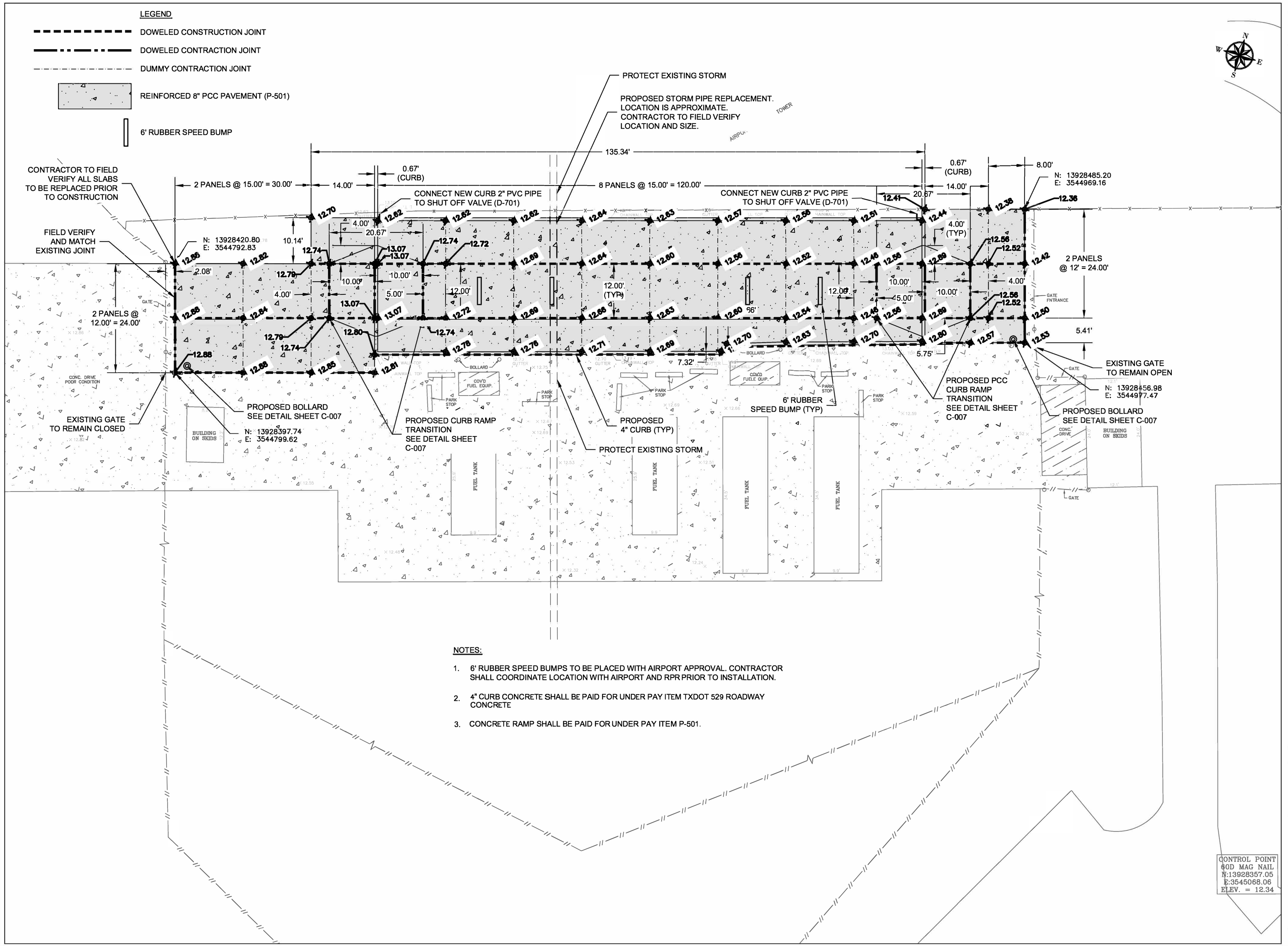

NOTES:

1. 6' RUBBER SPEED BUMPS TO BE PLACED WITH AIRPORT APPROVAL. CONTRACTOR SHALL COORDINATE LOCATION WITH AIRPORT AND RPR PRIOR TO INSTALLATION.
2. 4" CURB CONCRETE SHALL BE PAID FOR UNDER PAY ITEM TXDOT 529 ROADWAY CONCRETE
3. CONCRETE RAMP SHALL BE PAID FOR UNDER PAY ITEM P-501.

JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS
KELVIN L. SOLCO
78161
LICENSED
PROFESSIONAL ENGINEER
5/31/2022

NO.	DATE	REVISION

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION OF FUEL FARM PAVEMENT

DRAWING TITLE:
SITE PAVING, JOINTING AND SPOT ELEVATIONS

DRAWING NUMBER: C-005

SHEET NUMBER: 7 SHEET TOTAL: 11

SCALE: 1" = 10' (FULL) 1"=20' (HALF)

DRAWN BY: AM CHECKED BY: KS

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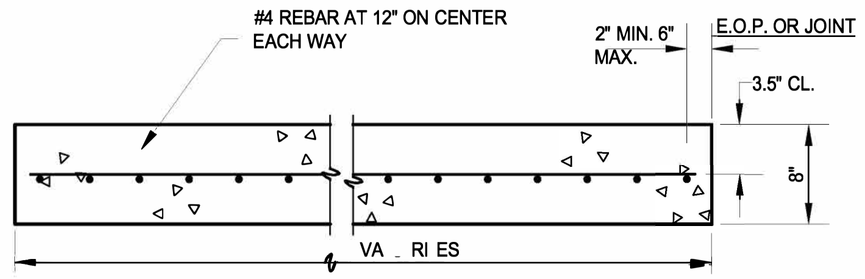
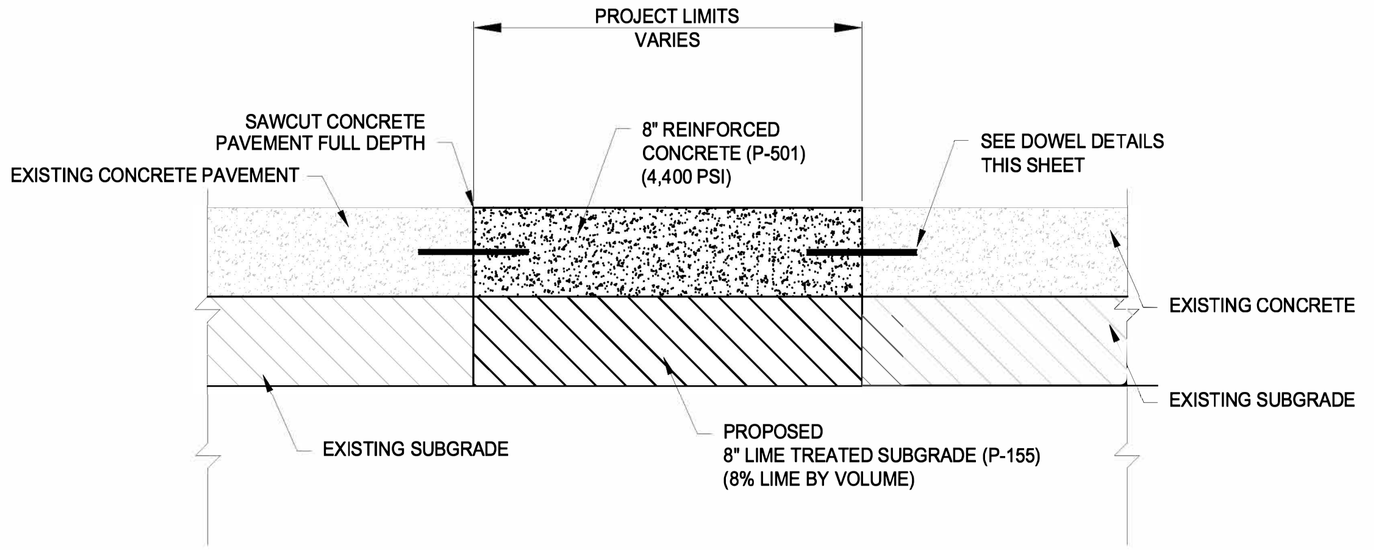


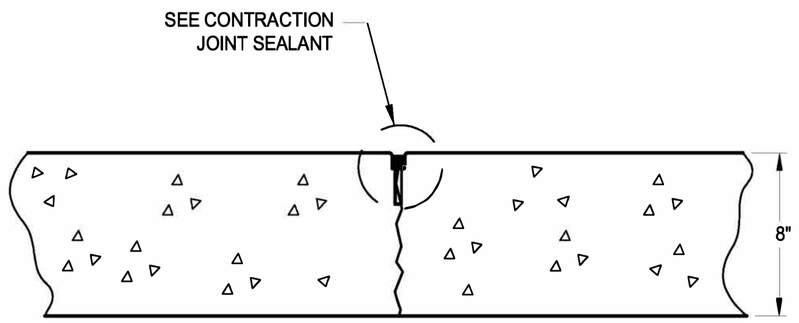
TYPICAL REINFORCED CONCRETE PAVEMENT SLAB

N.T.S.



FUEL FARM ROAD PAVEMENT

N.T.S.

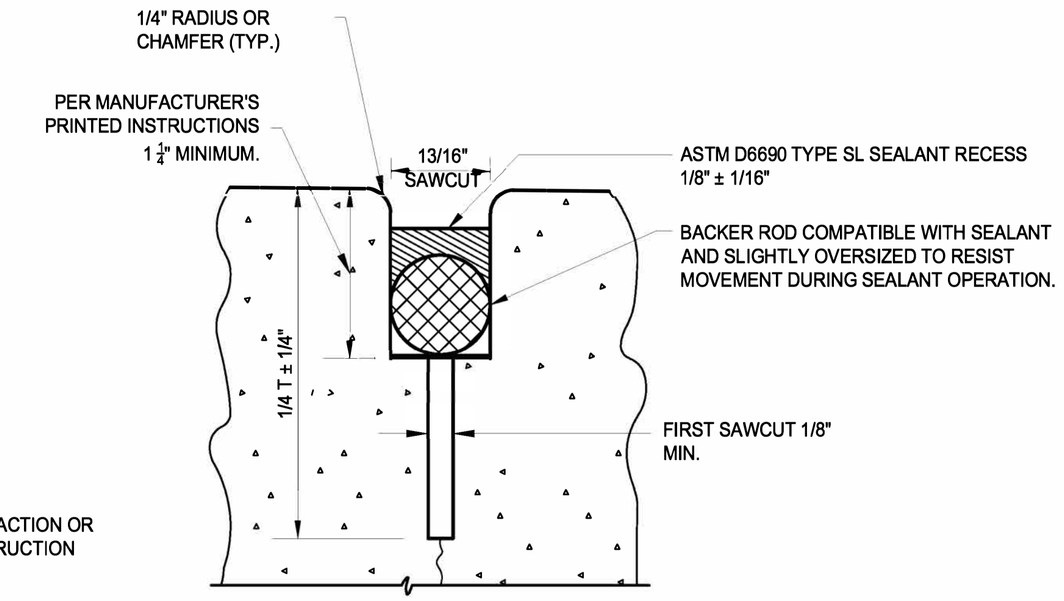


DUMMY CONTRACTION JOINT (JOINT D)

N.T.S.

CONCRETE JOINTS NOTE:

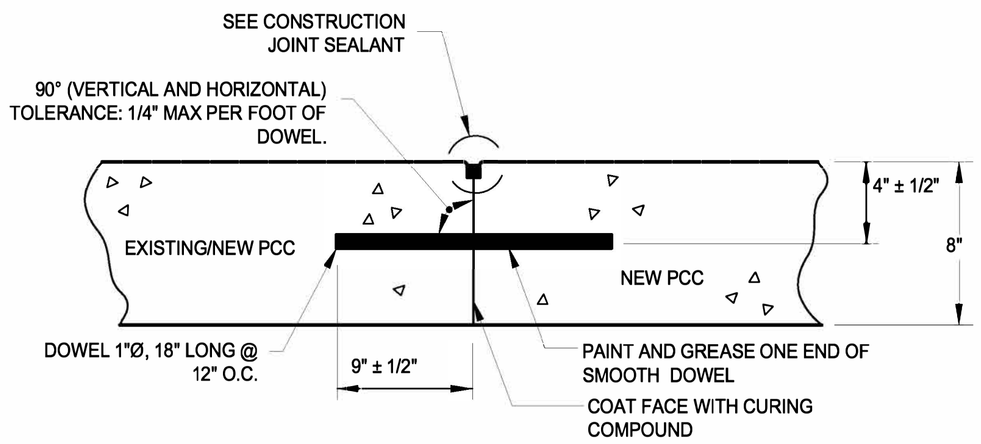
PAYMENT FOR CONCRETE JOINTS AND SEALANT SHALL BE INCIDENTAL TO PAY ITEM P-501



NOTE:
ALL SEALANT MATERIALS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AS APPROVED BY ENGINEER.

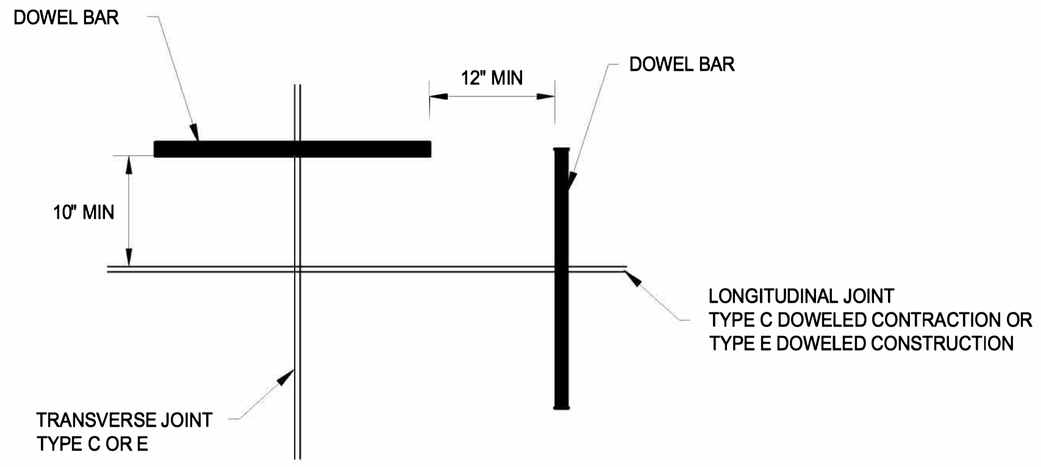
CONTRACTION JOINT SEALANT

N.T.S.



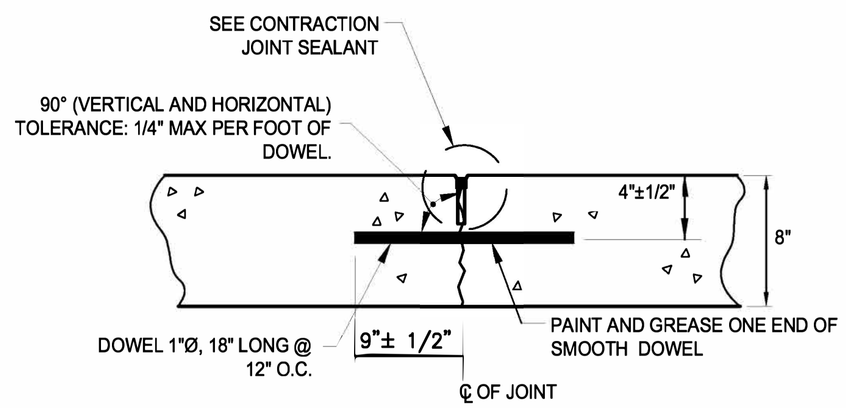
DOWELED CONSTRUCTION JOINT (TYPE E)

N.T.S.



POSITION OF DOWELS AT EDGE OF JOINT TYPE C, E

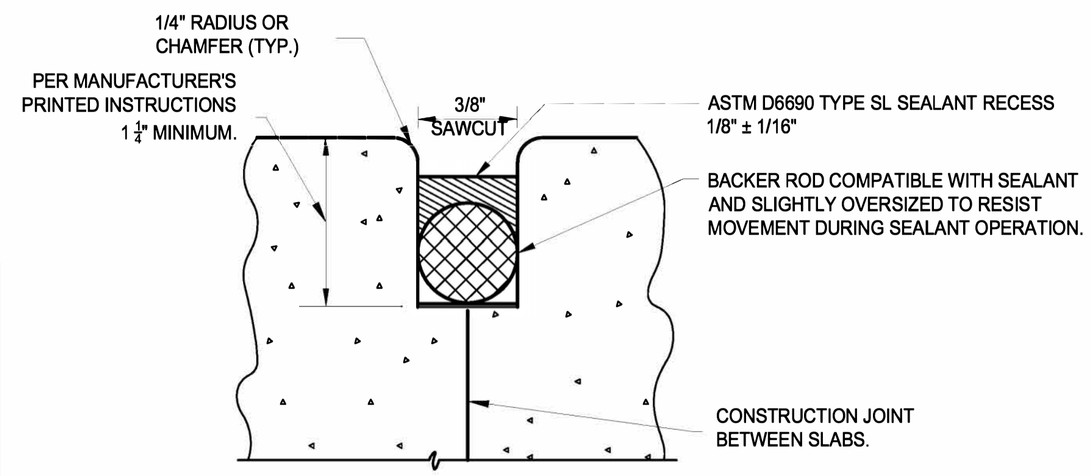
N.T.S.



DOWELED CONTRACTION JOINT (TYPE C)

N.T.S.

SMOOTH DOWEL BAR SCHEDULE			
PCC SLAB DEPTH	DIAMETER	LENGTH	SPACING
8"	1"	18"	12"
12"	1"	18"	12"



NOTE:
ALL SEALANT MATERIALS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AS APPROVED BY ENGINEER.

CONSTRUCTION JOINT SEALANT

N.T.S.

JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS
KELVIN I. SOLCO
78161
LICENSED
PROFESSIONAL ENGINEER
5/2/2022

NO.									
DATE									
REVISION									

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION OF FUEL FARM PAVEMENT

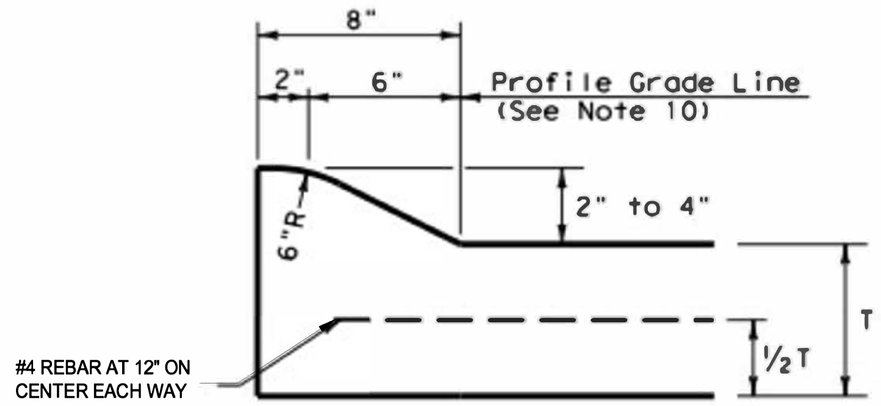
DRAWING TITLE:
PAVEMENT DETAILS

DRAWING NUMBER: C-006

SHEET NUMBER: 8 SHEET TOTAL: 11

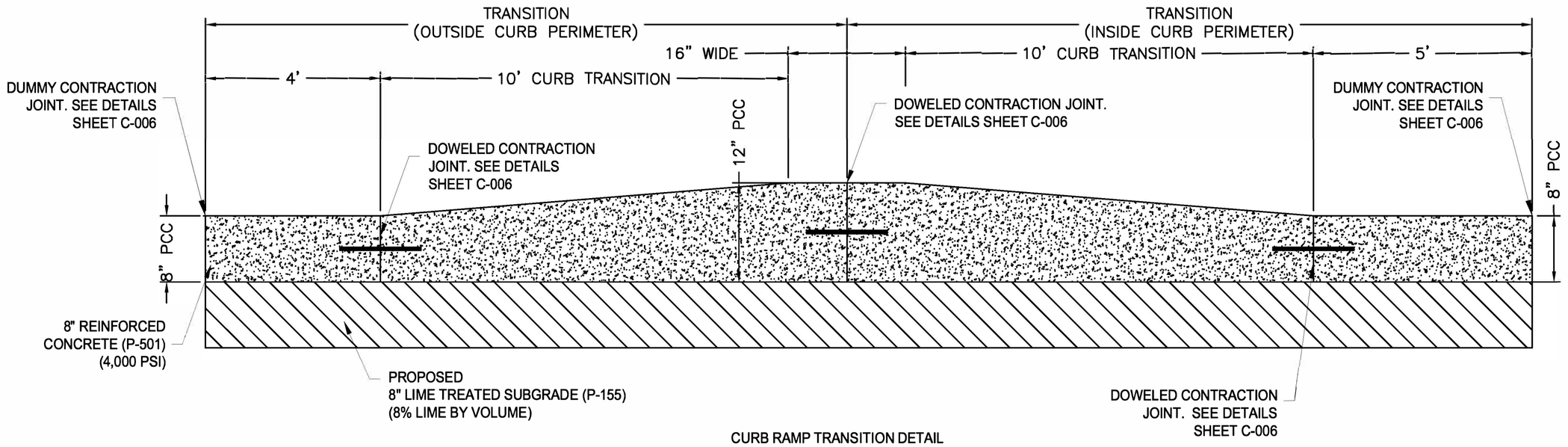
SCALE: N.T.S

DRAWN BY: AM CHECKED BY: KS



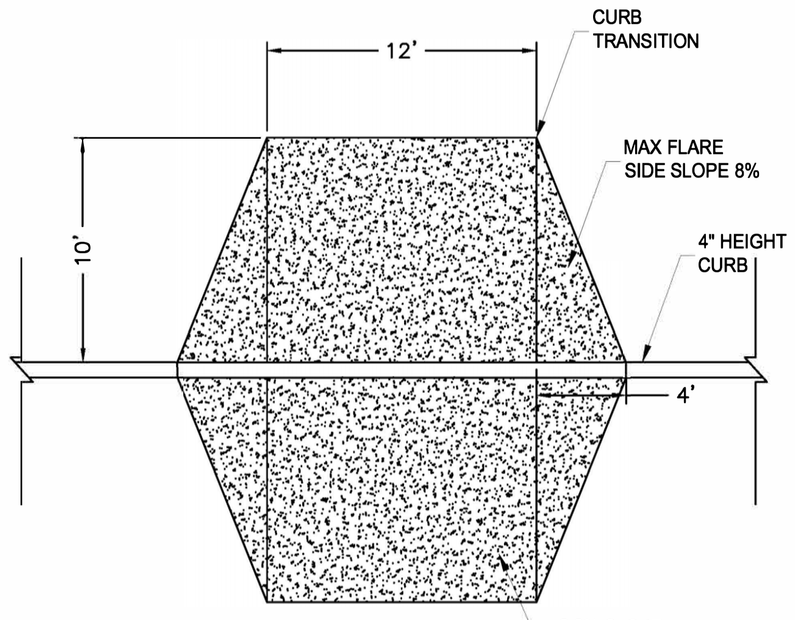
4" HEIGHT CURB DETAIL

N.T.S.



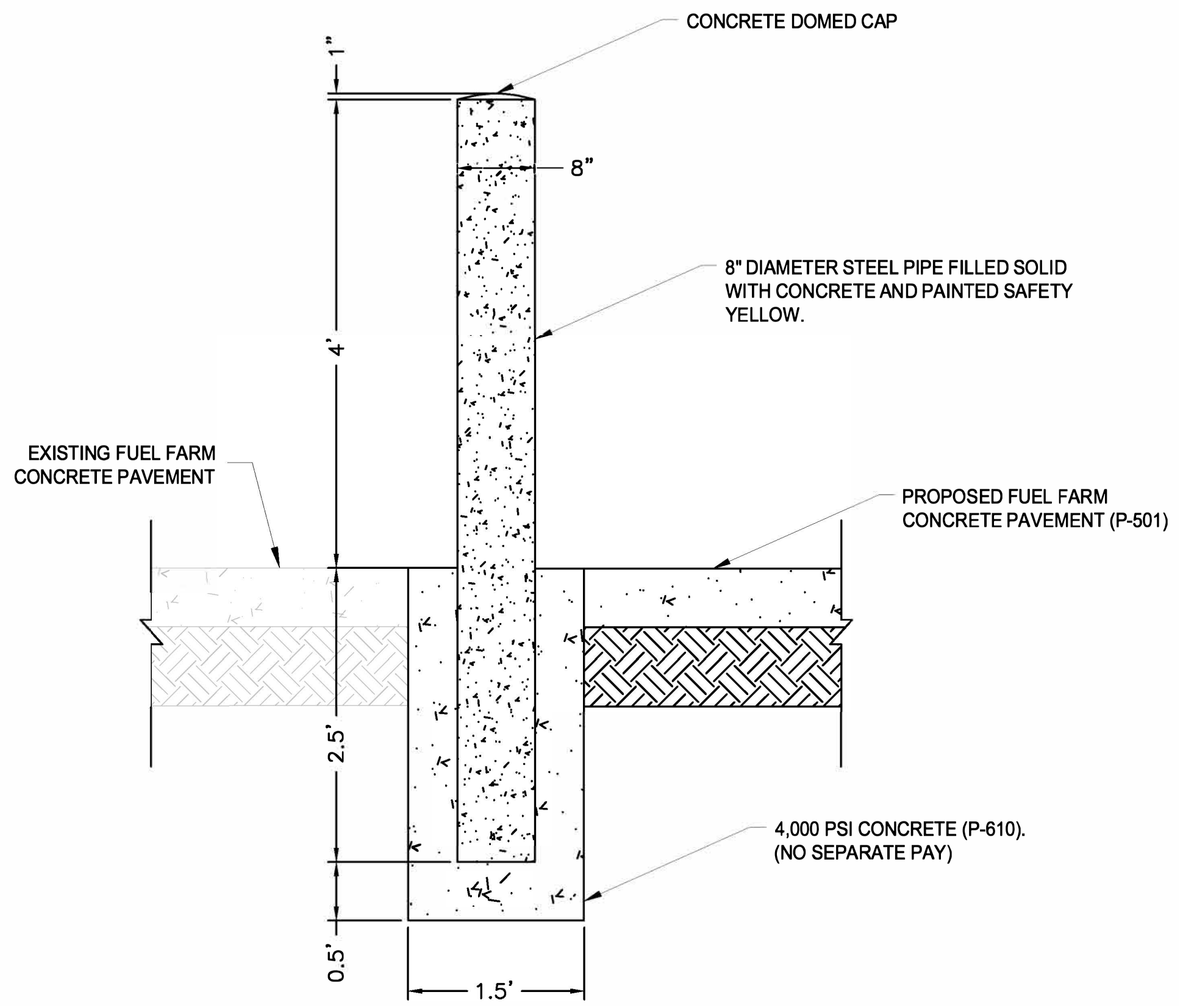
CURB RAMP TRANSITION DETAIL

N.T.S.



CURB RAMP TRANSITION FLARE

N.T.S.

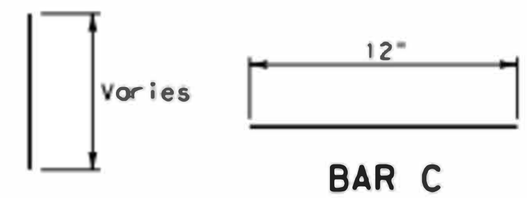


BOLLARD DETAIL

N.T.S.

GENERAL NOTES

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No. 4 unless otherwise shown. The use of fiber reinforced concrete in lieu of reinforcing steel is acceptable. Use fibers meeting the requirements of DMS 4550, "Fibers for Concrete," and dose fibers in accordance with Material Producers List (MPL) "Fibers for Class A and B Concrete Applications."
4. Round exposed sharp edges with a rounding tool, to a minimum radius of ¼ inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is to be placed on existing concrete pavement, Bar B may be drilled and the grouted in place, or may be inserted into fresh concrete.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C-C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When horizontol permissible construction joints are used, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans. Reinforcing steel for curb section shall then conform to that required for concrete curb.
13. Bar B used as needed to support curb reinforcing steel during concrete placement.



BAR B

BAR C

JACK BROOKS REGIONAL AIRPORT

TBPE FIRM #22626

STATE OF TEXAS
KELVIN L. SOLCO
78161
LICENSED
PROFESSIONAL ENGINEER
5/31/2022

NO.	DATE	REVISION

GENERAL NOTES:

DATE: MAY 2022

PROJECT TITLE:
REHABILITATION
OF FUEL FARM PAVEMENT

DRAWING TITLE:
PAVEMENT DETAILS

DRAWING NUMBER: C-007

SHEET NUMBER: 9 SHEET TOTAL: 11

SCALE: N.T.S

DRAWN BY: AM CHECKED BY: KS

IFB 22-028/JW
EXHIBIT A: PAGE A-11

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DATE:
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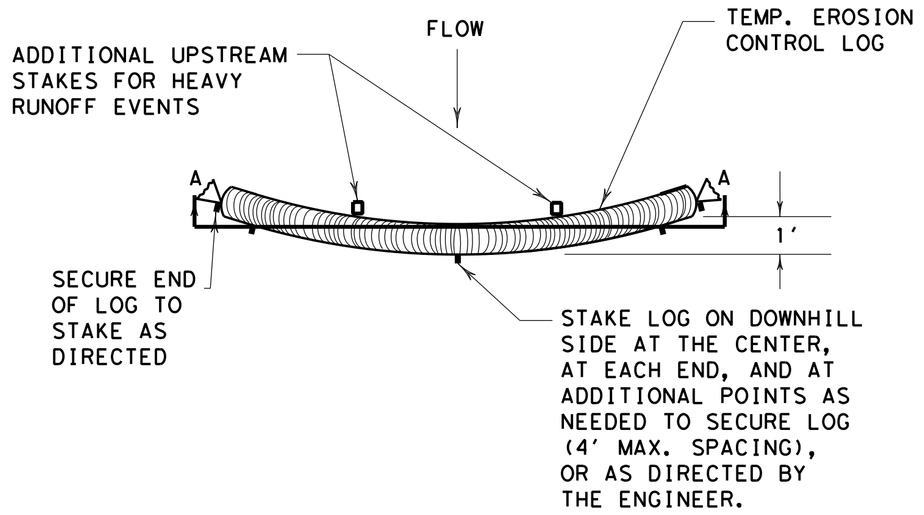
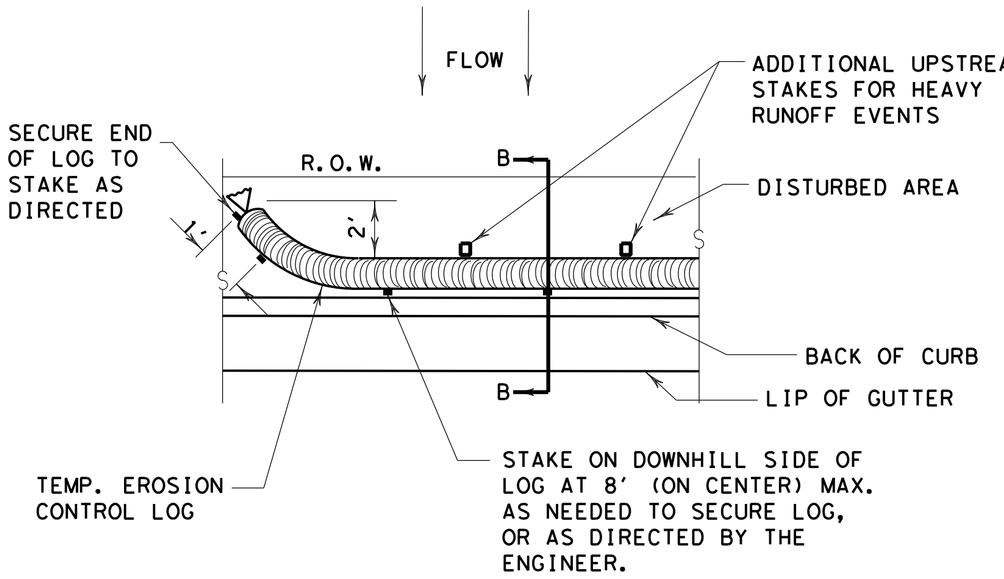
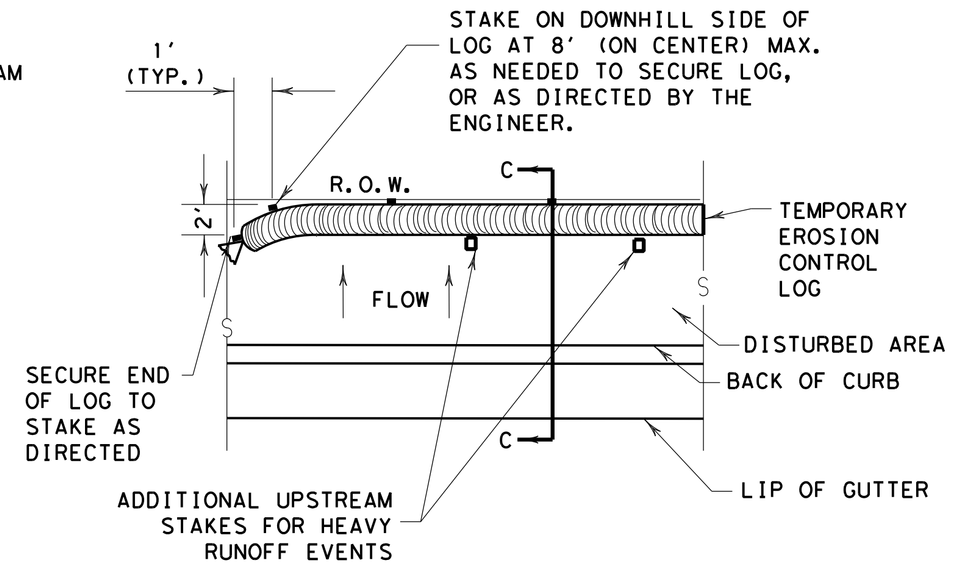


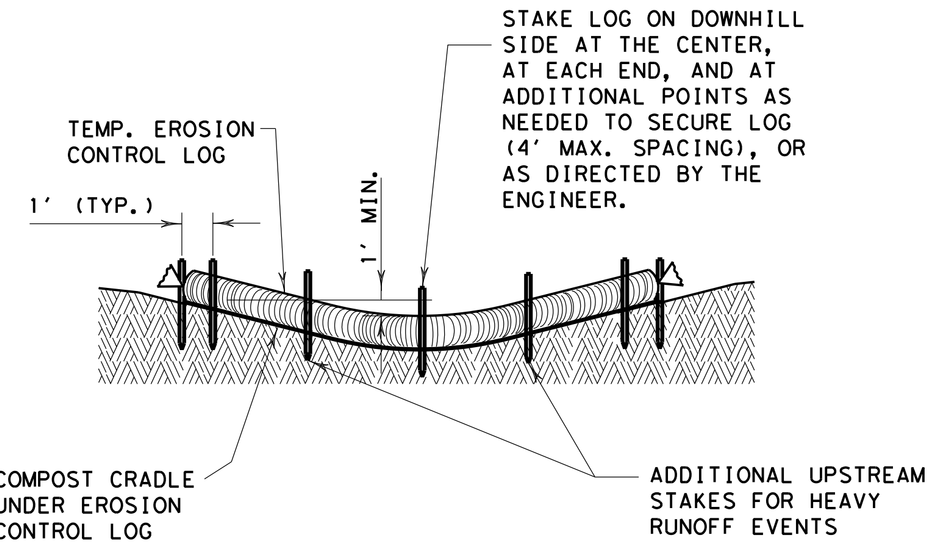
PLAN VIEW



PLAN VIEW



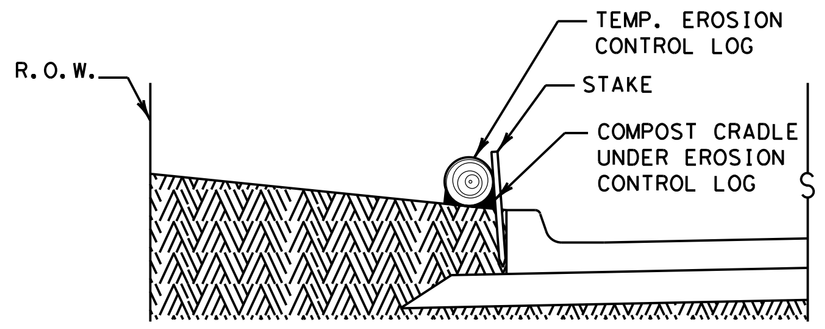
PLAN VIEW



SECTION A-A

EROSION CONTROL LOG DAM

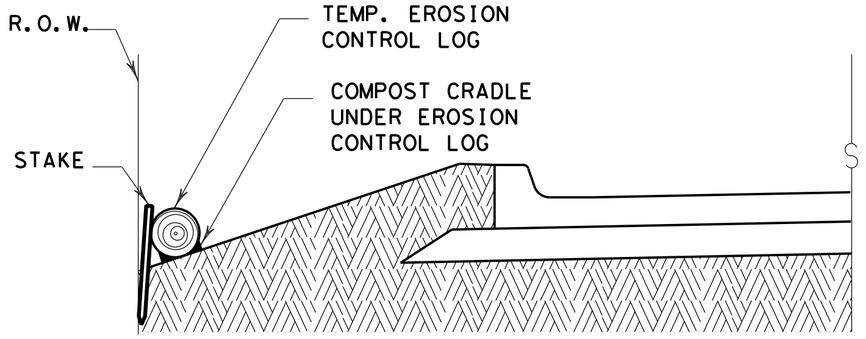
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

CL-BOC



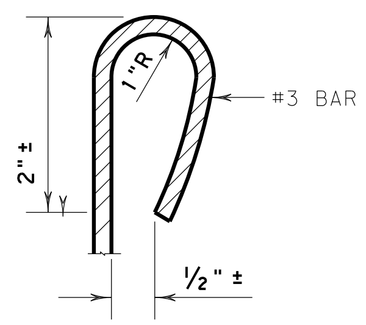
SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW

LEGEND

- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY



REBAR STAKE DETAIL

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

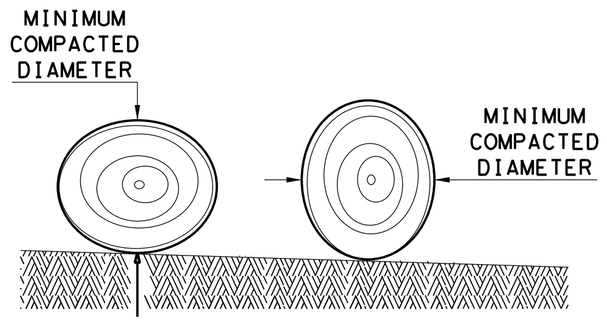
Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SHEET 1 OF 3

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT		CK: KM		DW: LS/PT		CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB		HIGHWAY		
REVISIONS							
	DIST	COUNTY				SHEET NO.	

IFB 22-028/JW
EXHIBIT A: PAGE A-12

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DATE:
FILE:

GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

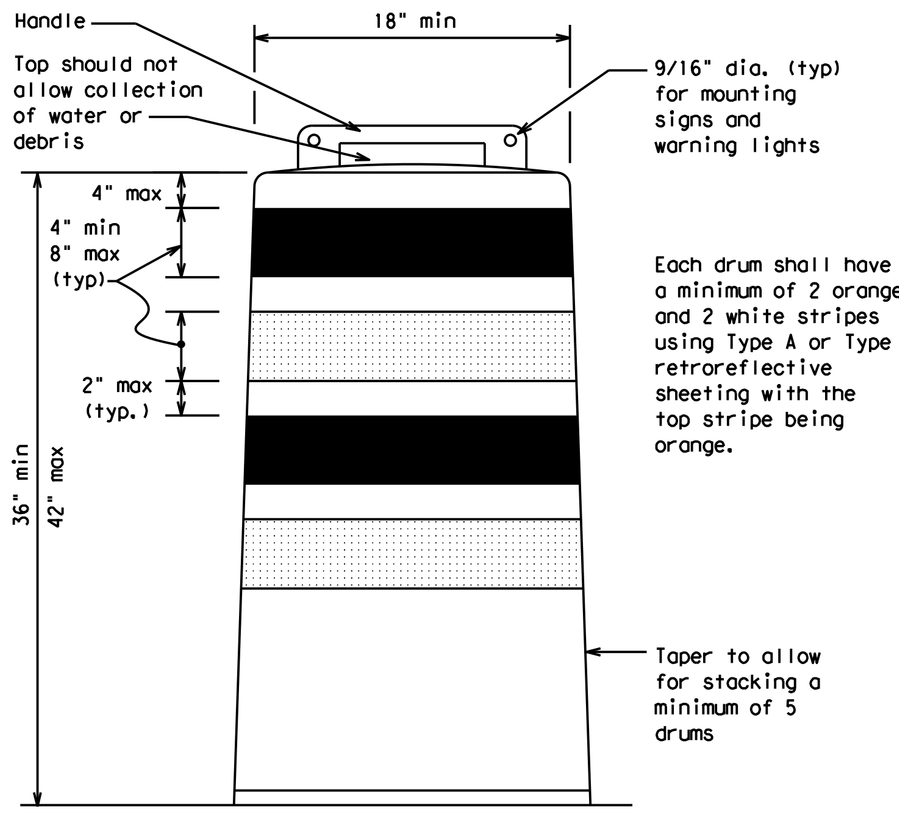
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

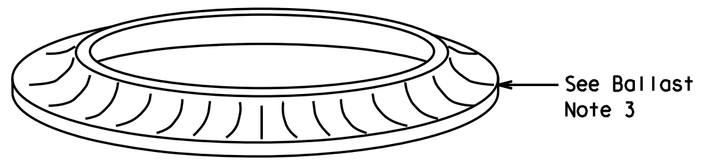
RETROREFLECTIVE SHEETING

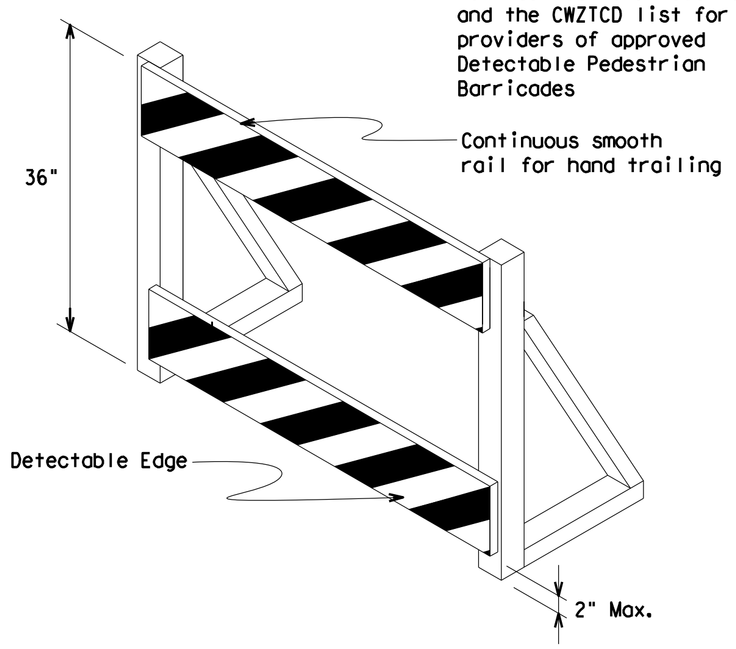
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials," Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

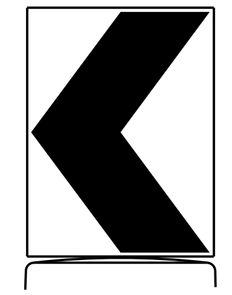




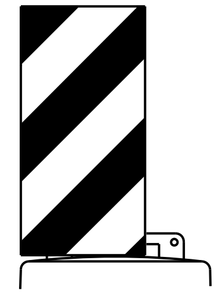


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-03 8-14	DIST	COUNTY		SHEET NO.
9-07 5-21				
7-13				

102

PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #1

CLIENT NAME Jefferson County
1149 Pearl Street 1st Floor
Beaumont, TX 77701

FNI PROJECT NO. JFF21789
CLIENT CONTRACT REFERENCE RFQ 21-005/JW
DATE: 07/18/2022

Project Name: Mesquite Point Public Boat Ramp

Description of Services: Addition of design for sheetpile replacement of extended segments of existing bulkhead north and south of ramps being replaced. See Attachment A.

Amended Deliverables: Additional bulkhead structural sheets, detail, and revised civil plan view drawings showing sheetpile bulkhead replacement. See Attachment A for details.

Amended Schedule: 3 additional weeks

Compensation shall be amended as follows: A lump sum amount of twenty thousand, four-hundred and thirty-nine dollars. See Attachment B for details.

Current Contract Amount:	$191,662
Amount of this Amendment:	$20,439
Revised Total Amount Authorized:	$212,101

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

BY: _____

Tony Risko, P.E.
Print Name

TITLE: Coastal & Navigation Practice Leader

DATE: July 18, 2022

JEFFERSON COUNTY, TEXAS

BY: _____

_____
Print Name

TITLE: _____

DATE: _____

ATTACHMENT A

CHANGE ORDER SCOPE OF WORK

BACKGROUND

As part of the design for the boat ramp replacement, FNI reviewed previous ramp and bulkhead replacement plans provided by the County (Schaumburg and Polk [S&P], Inc. 2006), and performed another site visit June 1, 2022 to ascertain the nature of the existing bulkhead around the south ramps being replaced. The S&P plans provided construction design for reconstruction of damaged bulkheads and sidewalk south of the South ramps, rehabilitating the fishing pier, and replacing the North boat ramps. Based on the S&P plans and Google Earth historical aerial imagery, it is apparent that the South ramps were replaced in 2011 during the TxDOT rebuild of SH82, and the work pursuant to the S&P plans before that, circa 2009. FNI requested construction or as-built plans from TxDOT via phone and email, but has not received a response yet. The S&P plans provided for replacement of 2,500 feet of bulkhead terminating directly adjacent to the South ramps. For externally visible features, the plans detailed hand railing and the presence of vinyl sheet pile retaining wall, but our June 1 site visit and online drone footage indicated that system stopped approximately 70 feet short of the southmost ramp.

The S&P plans provided for rebuilding the tieback system by installing a new tieback beam, and/or replacing cabling and fasteners with more robust components. Based on the site visit, review of the original 1994 ramp plans, and existing structure information on the North ramps from the S&P plans, FNI believes the existing bulkhead system directly adjacent to the South ramps is the original timber bulkhead system. This system appears to consist of round creosoted timber piles, timber sheet pile, and horizontal walers topped by a concrete cap/sidewalk. The extent of this existing timber bulkhead is shown in red in **Figure 1** and **Figure 2**. Our original intent was to tie into the existing system by replacing only the directly adjacent existing bulkhead with what was installed under the S&P plans.

However, based on our recent conversation with the County Engineer during the General Land Office's (GLO) Region 1A meeting for the Texas Coastal Resiliency Master Plan (TCRMP), our June 24, 2022 project call, and the County submission of Project 9242, Walter Umphrey Park Bulkhead Repair and Resiliency Upgrade for the TCRMP, the existing tieback system upgrade from the circa 2009 rebuild is failing. Therefore, a different system is desired. Some of the deteriorating conditions of the existing timber bulkhead are shown in **Figure 3**, with deflecting lumber sheet pile and extruded bolts in a. and sheet pile decay shown in b. Because of the age and condition of the existing timber bulkhead, we cannot predict the stability of it once a small section is removed for the ramp replacement. FNI proposes to replace the extent of the existing bulkhead shown in red in **Figure 2** with steel sheet pile, a system with greater expected longevity than timber. This will avoid having to demolish a temporary tie-in to the existing timber bulkhead and would be independent of replacements from the rest of bulkhead during work under Project 9242.

SCOPE OF SERVICES

The following is the proposed scope of services for this Change Order

- Design steel sheetpile bulkhead replacements and associated sidewalk concrete cap for the extended segments south and north of the South Ramps being designed for replacement under current contract, shown in **Figure *2***.

- Revise Opinion of Probable Construction Cost (OPCC) to include new sheetpile sections
- Perform necessary nationwide permit information review and coordination to include the extended sheeptile segments.
- Deliverables
  - Design & specification of steel sheetpile replacement of segments shown in red in **Figure *2***.
  - Structural drawings for steel sheetpile in cross section, plan view and details
  - Revisions to existing civil drawings and structural drawings to detail sidewalk.
  - Revised OPCC

ASSUMPTIONS

Existing project topographical and bathymetric survey covers the extended segments. Existing project geotechnical borings and data are sufficient to design the extended sheetpile sections.

Figure 1: Existing Boat Ramp with Timber Bulkhead Extent Shown with Red Arrows

Figure 2: Existing Boat Ramp Plan View with Timber Bulkhead Extent Shown in Red

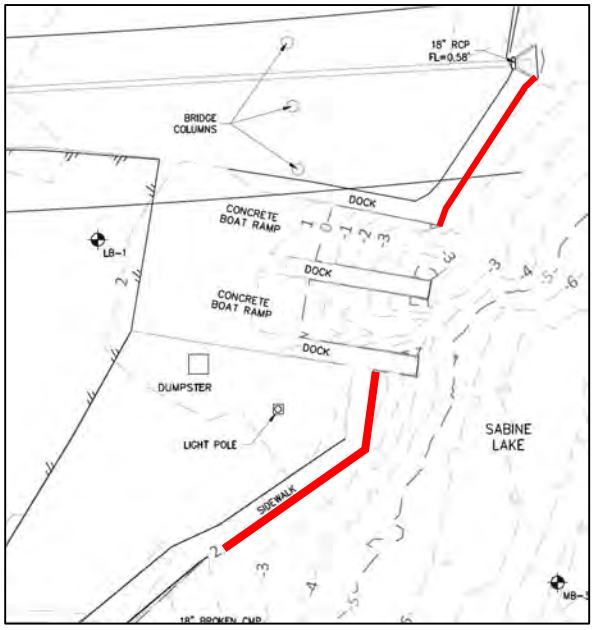
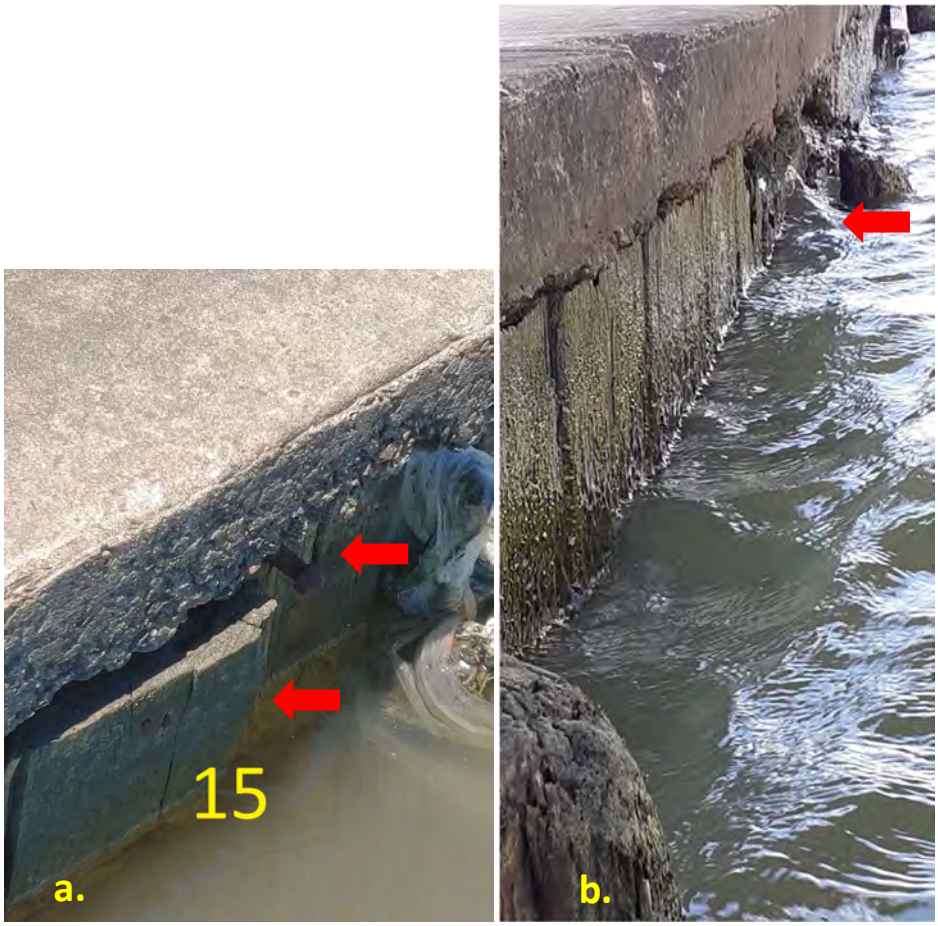


Figure 3: Signs of Decay and Bowing in Existing Timber Bulkhead



July 18, 2022
Jefferson County, Texas
Mesquite Point Boat Ramp & Jetties
CHANGE ORDER 1 COST PROPOSAL
PRIME PROVIDER NAME:
Freese & Nichols, Inc.
PROJECT NAME:
Sheetpile Extension Design, July 14, 2022

TASK DESCRIPTION		Project Manager	Senior Civil Engineer	Civil Engineer	EIT	Structural Engineer	Structural SA/QA	CAD Technician	SA/QA	Project Administrator	Envr Scientist	Cost Estimator	TOTAL (Labor Hours)	TOTAL (Labor Costs)
ESPM	PM	3								2			5	$ 998
ED02	Sheetpile Extension Civil Design	1	12	4	14								31	$ 4,948
ED02	Sheetpile Extension Structural Design	1				38		20					59	$ 9,227
ED02	Sheetpile Extension QAQC	1					4		3				8	$ 1,996
ES01	Environmental	3			4						4		11	$ 1,912
ED02	OPCC Update	1			3							4	8	$ 1,358
	HOURS TOTALS	10	12	4	21	38	4	20	3	2	4	4	**122**	
	CONTRACT RATE PER HOUR	$ 230.52	$ 224.94	$ 130.80	$ 106.77	$ 161.16	$ 213.63	$ 143.61	$ 303.75	$ 153.21	$ 198.36	$ 201.84		
	TOTAL LABOR COSTS	$ 2,305	$ 2,699	$ 523	$ 2,242	$ 6,124	$ 855	$ 2,872	$ 911	$ 306	$ 793	$ 807		**$ 20,439**

FREESE AND NICHOLS

PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #1

Jefferson County, Texas	**FNI Project:**	**JFF22292**
1149 Pearl St.	**Client Contract:**	**RFQ 21-015/JW**
Beaumont, TX, 77701	**Date:**	**7/13/2022**

Project Name:	Crane Bayou Pump Station and Generators
Description of Services:	Design development and contract documents for an external fuel tank and pumped transfer system.
Deliverables:	None
Schedule:	Additional 60 Calander days, revised completion date August 30th, 2024
Compensation Type:	Lump Sum Fee
Current Contract Amount:	$226,217
Amount of this Amendment:	$35,000
Revised Total Amount Authorized:	$261,217

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

Jefferson County, Texas

By: Jeffrey D. Branick
Name: ~~Jeff R. Branick~~
Title: Jefferson County Judge
Date: July 26, 2022

FREESE AND NICHOLS, INC.

By:
Name: JASON WARD
Title: ASSOCIATE
Date: 7/21/22

ATTEST Carrie Leslie
DATE 7-26-22

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTACHMENT A

CHANGE ORDER SCOPE OF WORK

BACKGROUND

As part of the design for the boat ramp replacement, FNI reviewed previous ramp and bulkhead replacement plans provided by the County (Schaumburg and Polk [S&P], Inc. 2006), and performed another site visit June 1, 2022 to ascertain the nature of the existing bulkhead around the south ramps being replaced. The S&P plans provided construction design for reconstruction of damaged bulkheads and sidewalk south of the South ramps, rehabilitating the fishing pier, and replacing the North boat ramps. Based on the S&P plans and Google Earth historical aerial imagery, it is apparent that the South ramps were replaced in 2011 during the TxDOT rebuild of SH82, and the work pursuant to the S&P plans before that, circa 2009. FNI requested construction or as-built plans from TxDOT via phone and email, but has not received a response yet. The S&P plans provided for replacement of 2,500 feet of bulkhead terminating directly adjacent to the South ramps. For externally visible features, the plans detailed hand railing and the presence of vinyl sheet pile retaining wall, but our June 1 site visit and online drone footage indicated that system stopped approximately 70 feet short of the southmost ramp.

The S&P plans provided for rebuilding the tieback system by installing a new tieback beam, and/or replacing cabling and fasteners with more robust components. Based on the site visit, review of the original 1994 ramp plans, and existing structure information on the North ramps from the S&P plans, FNI believes the existing bulkhead system directly adjacent to the South ramps is the original timber bulkhead system. This system appears to consist of round creosoted timber piles, timber sheet pile, and horizontal walers topped by a concrete cap/sidewalk. The extent of this existing timber bulkhead is shown in red in **Figure 1** and **Figure 2**. Our original intent was to tie into the existing system by replacing only the directly adjacent existing bulkhead with what was installed under the S&P plans.

However, based on our recent conversation with the County Engineer during the General Land Office's (GLO) Region 1A meeting for the Texas Coastal Resiliency Master Plan (TCRMP), our June 24, 2022 project call, and the County submission of Project 9242, Walter Umphrey Park Bulkhead Repair and Resiliency Upgrade for the TCRMP, the existing tieback system upgrade from the circa 2009 rebuild is failing. Therefore, a different system is desired. Some of the deteriorating conditions of the existing timber bulkhead are shown in **Figure 3**, with deflecting lumber sheet pile and extruded bolts in a. and sheet pile decay shown in b. Because of the age and condition of the existing timber bulkhead, we cannot predict the stability of it once a small section is removed for the ramp replacement. FNI proposes to replace the extent of the existing bulkhead shown in red in **Figure 2** with steel sheet pile, a system with greater expected longevity than timber. This will avoid having to demolish a temporary tie-in to the existing timber bulkhead and would be independent of replacements from the rest of bulkhead during work under Project 9242.

SCOPE OF SERVICES

The following is the proposed scope of services for this Change Order

- Design steel sheetpile bulkhead replacements and associated sidewalk concrete cap for the extended segments south and north of the South Ramps being designed for replacement under current contract, shown in **Figure *2***.

- Revise Opinion of Probable Construction Cost (OPCC) to include new sheetpile sections
- Perform necessary nationwide permit information review and coordination to include the extended sheeptile segments.
- Deliverables
  - Design & specification of steel sheetpile replacement of segments shown in red in **Figure *2***.
  - Structural drawings for steel sheetpile in cross section, plan view and details
  - Revisions to existing civil drawings and structural drawings to detail sidewalk.
  - Revised OPCC

ASSUMPTIONS

Existing project topographical and bathymetric survey covers the extended segments. Existing project geotechnical borings and data are sufficient to design the extended sheetpile sections.

Figure 1: Existing Boat Ramp with Timber Bulkhead Extent Shown with Red Arrows

Figure 2: Existing Boat Ramp Plan View with Timber Bulkhead Extent Shown in Red

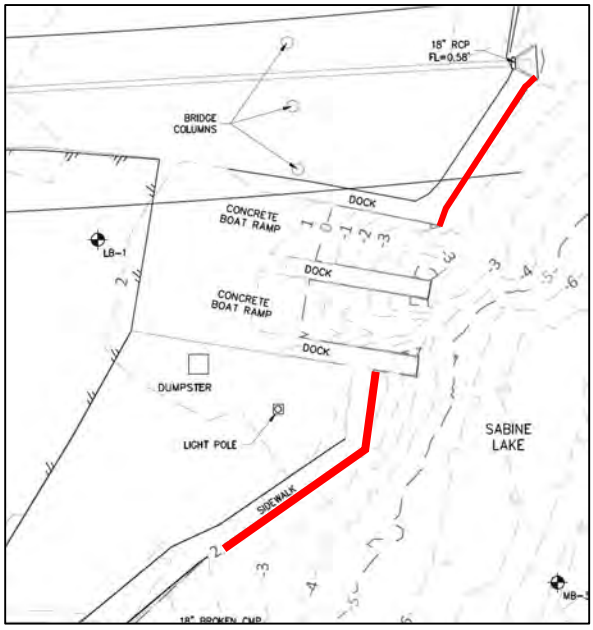
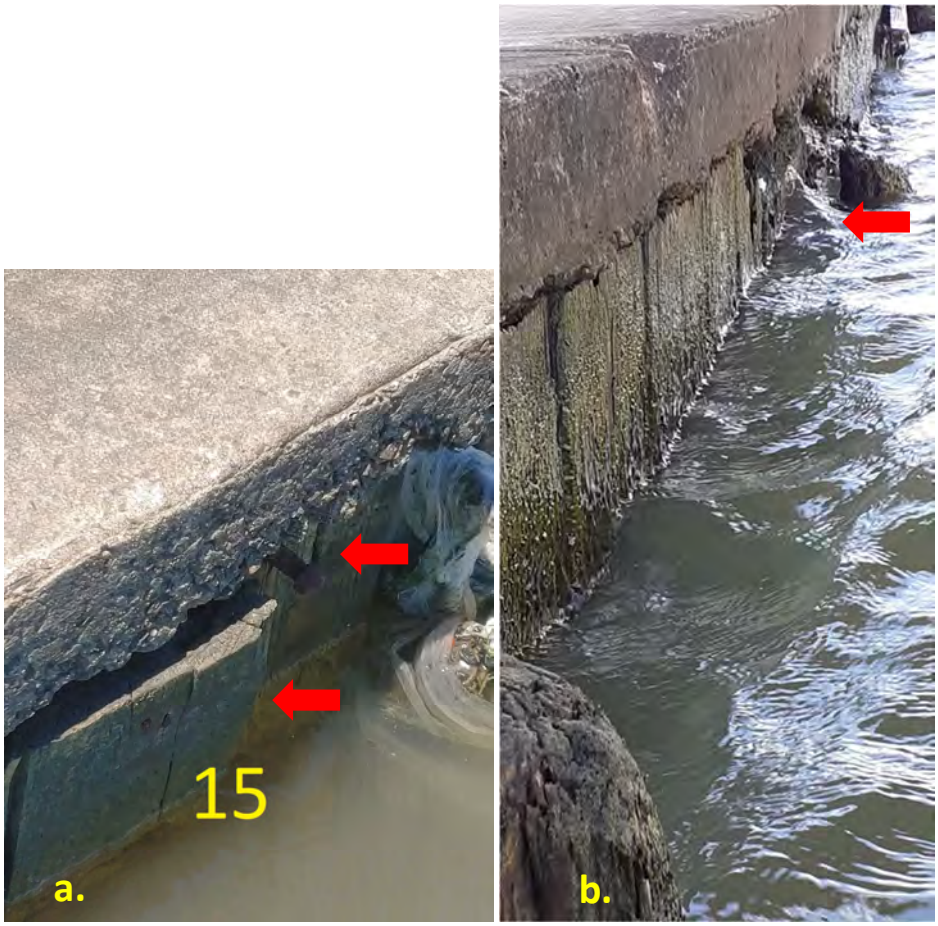


Figure 3: Signs of Decay and Bowing in Existing Timber Bulkhead



July 18, 2022
Jefferson County, Texas
Mesquite Point Boat Ramp & Jetties
CHANGE ORDER 1 COST PROPOSAL
PRIME PROVIDER NAME:
Freese & Nichols, Inc.
PROJECT NAME:
Sheetpile Extension Design, July 14, 2022

TASK DESCRIPTION		Project Manager	Senior Civil Engineer	Civil Engineer	EIT	Structural Engineer	Structural SA/QA	CAD Technician	SA/QA	Project Administrator	Envr Scientist	Cost Estimator	TOTAL (Labor Hours)	TOTAL (Labor Costs)
ESPM	**PM**	3								2			5	$ 998
ED02	**Sheetpile Extension Civil Design**	1	12	4	14								31	$ 4,948
ED02	**Sheetpile Extension Structural Design**	1				38		20					59	$ 9,227
ED02	**Sheetpile Extension QAQC**	1					4		3				8	$ 1,996
ES01	**Environmental**	3			4						4		11	$ 1,912
ED02	**OPCC Update**	1			3							4	8	$ 1,358
	HOURS TOTALS	10	12	4	21	38	4	20	3	2	4	4	**122**	
	CONTRACT RATE PER HOUR	$ 230.52	$ 224.94	$ 130.80	$ 106.77	$ 161.16	$ 213.63	$ 143.61	$ 303.75	$ 153.21	$ 198.36	$ 201.84		
	TOTAL LABOR COSTS	$ 2,305	$ 2,699	$ 523	$ 2,242	$ 6,124	$ 855	$ 2,872	$ 911	$ 306	$ 793	$ 807		**$ 20,439**

CONTRACT RENEWAL FOR IFB 21-001/YS
TERM CONTRACT FOR MOTOR FUEL FOR JEFFERSON COUNTY

The County entered into a contract with Spidle Oil Co. for one (1) year, from March 10, 2021 to March 11, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from March 11, 2022 to March 10, 2023.

ATTEST:

7-26-22

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Spidle Oil Co.

(Name)

CURRENT PRICING
IFB 21-001/YS
Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326
Awarded: March 3, 2021
Effective: March 12, 2021

		Spidle Oil Co.
Item	Description	+/- Factor Brand
1	Unleaded Gasoline Regular Grade 87 Octane	+.065 unbranded
2	Unleaded Gasoline Medium Grade 89 Octane	+.065 unbranded
3	Unleaded Gasoline Premium Grade 93 Octane	+.065 unbranded
4	No. 2 Diesel	+.065 unbranded
		Spidle Oil Co. 401 West 19th Street Port Arthur TX 77641 ph: 409-727-4400 fx: 409-985-5655 Attn: William Spidle spidleoil@yahoo.com

CONTRACT RENEWAL FOR IFB 19-034/YS
TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS REGIONAL AIRPORT

The County entered into a contract with Morning Star Industries for one (1) year, from August 19, 2019 to August 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 second one-year option to renew the contract for one (1) additional year from August 19, 2021 to August 18, 2022.

ATTEST:

Laurie Leister - 7-26-22

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Morning Star Industries

Kelly Brill Kelly Brill

(Name)

MORNINGSTAR
INDUSTRIES, INC.

06/21/2022

ATTN: Mistey Reevs

RE: Morning Star Industries (IFB 19-034/YS), Term Contract for Herbicides for Jack Brooks Regional Airport

Dear Mistey,

As discussed via email exchange yesterday, Morning Star Industries would be pleased to continue to provide Jack Brooks Regional Airport with Garlon IV Herbicide, however the price we proposed during the previous contract period is no longer valid as the price of this product has risen significantly. The price has risen for several reasons: supply chain shortages, increase in raw material prices, increased price for fuel and delivery.

We would like to propose the delivered price of $179 per 2.5 gallon jug for the upcoming contract year. Thank you in advance for your consideration in this matter and please reach out to me with any questions.

Sincerely

Kelly Brill
Director of Contracting
Morning Star Industries
(800) 440-6050
kelly@morningstarusa.com

Corteva Agriscience
9330 Zionsville Road
Indianapolis, IN 46268

July 1, 2022

To whom it may concern,

Due to rising costs associated with active ingredients, raw materials and co-formulants, packaging and freight, Corteva Agriscience has increased the price of herbicides to approved distributors in the vegetation management business segment. The following increases are effective July 1, 2022.

Brand	% Increase
Cleantraxx® herbicide	11.5%
Vastlan® herbicide	1.7%
Garlon® 3A herbicide	5.0%
Garlon 4 Ultra herbicide	6.5%
Garlon XRT herbicide	6.2%
Pathfinder® II herbicide	4.0%
Element® 3A herbicide	5.7%
Element 4 herbicide	12.7%

We thank you for your continued support of Corteva Agriscience vegetation management products.

Sincerely,

John Kalthoff
Category Marketing Leader, US Land Management
Corteva Agriscience

CURRENT PRICING

IFB 19-034/YS
Term Contract for Herbicides for Jack Brooks Regional Airport
Awarded: August 19, 2019

Renewal 1: 8/18/2020 – 8/17/2021 **updated: 6/28/2022**
Renewal 2: 8/17/2021 – 8/18/2022

Item	Description	Container Size	Brand bid	Price per Container	Vendor
1A	**POLARIS** or equivalent	2.5 gal.	Polaris	~~$122.90~~ $187.50	Red River Specialties
1B	**POLARIS** or equivalent	5 gal. cube		NO BID	
2	**Tordon 101** or equivalent	2.5 gal		NO BID	
3A	**Roundup** or equivalent	2.5 gal	Ranger Pro	~~$34.90~~ $93.75	Red River Specialties
3A	**Roundup** or equivalent	5 gal. cube		NO BID	
4	**Opensight**	1.25 lbs	Opensight	~~$105.00~~ $111.75	Red River Specialties
5a	**Esplanade 200 SC**	Quart	Esplanade 200SC	~~$325.25~~ $348.80	Red River Specialties
5b	**Espanade 200 SC**	Gallon	Esplanade 200SC	~~$2924.80~~ $3,168.00	Red River Specialties
6	**Oust Extra** or equivalent	4 lb.	Oust Extra	$119.80	Red River Specialties
7	**Sunset Sufactant** or equivalent	2.5 gal.	RRSI NIS 90-10 Surfactant	~~$23.63~~ $31.40	Red River Specialties
8A	**Plateau** or equivalent	2.5 gal	Plateau (1-gal container)	~~$118.16~~ $125.24	Red River Specialties
8B	**Plateau** or equivalent	5 gal. cube	Plateau	~~$584.75~~ $619.83	Red River Specialties
9A	**24-D** or equivalent	2.5 gal	Weedar 64	~~$33.88~~ $68.75	Red River Specialties
9B	**24-D** or equivalent	5 gal. cube		NO BID	
10A	**Garlon 4** or equivalent	2.5 gal	Element 4	~~$130.00~~ $179.00	Morning Star Industries
10B	**Garlon 4** or equivalent	5 gal. cube		NO BID	

Morning Star Industries
PO Box 1266
Jensen Beach FL 34958
attn: Steve Cook
steve@morningstarusa.com
ph: 800-440-6050
fx: 772-334-7999

Red River Specialties
1324 North Hearne Avenue, Suite 120
Shreveport LA 71107
attn: Chad Chambliss
chad.chambliss@rrsi.com
ph: 318-226-2604
fx: 318-227-3032

CONTRACT RENEWAL FOR IFB 19-040/YS
TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR JEFFERSON COUNTY

The County entered into a contract with Vulcan Construction Materials LLC for one (1) year, from September 9, 2019 to September 8, 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 second one-year option to renew the contract for one (1) additional year from September 8, 2021 to September 7, 2022.

ATTEST:

7-26-22
Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Vulcan Construction Materials LLC

(Name)

*please see increased pricing

Sample of Construction Inflation Measures as of May 2022

Construction Related Prices* (BLS Producer Price Index National Survey)	Year over Year % Change: Avg of Last 12 Months[1]	Avg of Last 3 Months[2]	May-22 [3]
Inputs to construction industries, goods	22.9%	23.4%	21.4%
Truck transportation of freight	18.8%	24.7%	25.8%
#2 diesel fuel	77.4%	79.1%	84.9%
Cement	5.6%	7.3%	6.8%
Concrete block and brick	6.9%	10.9%	11.2%
Ready-mixed concrete	6.6%	8.7%	9.5%
Asphalt (at refinery - liquid)	56.9%	52.7%	80.5%
Paving mixtures and blocks (Hot-mix asphalt)	8.4%	13.1%	16.1%
Special Indexes: Construction Materials	**28.6%**	**19.3%**	**15.7%**
Gypsum products	21.6%	20.7%	22.6%
Lumber and plywood	15.0%	0.6%	-14.5%
Plastic construction products	31.5%	31.6%	29.5%
Steel pipe and tube	62.6%	51.1%	46.1%
Copper and brass mill shapes	29.6%	12.4%	3.4%
Fabricated structural metal bar joists & rebar	49.1%	44.0%	37.6%
Iron and steel scrap	45.6%	27.3%	14.8%
Construction Earnings[4]			
Avg hrly earnings of prod and nonsup employees, **construction**	5.4%	5.9%	6.5%
Avg hrly earnings of prod and nonsup emps, **residential building**	6.6%	5.7%	4.2%

Source: Bureau of Labor Statistics (BLS) Producer Price Index Survey

* Note: The Producer Price Index is a family of indexes that measures the average change over time in the selling prices received by domestic producers of goods and services (based on a national survey). PPIs measure price changes from the perspective of the seller. About 10,000 PPIs for individual products and groups of products are released each month. PPIs are available for the output of nearly all industries in the goods-producing sectors of the U.S. economy.

The items listed above are a sample of items from the surveys that are closely tied to the construction industry.

(1) TTM (Trailing 12 Months) = Average of index from May 2022 to June 2021 vs average of index from May 2021 to June 2020

(2) T3M (Trailing 3 Months) = Average of index from May 2022 to March 2022 vs average of index from May 2021 to March 2021

(3) May 2022 to May 2021 (1 month year-over-year measure)

(4) Detailed avg hourly earnings for residential buildings is based on Apr 2022

Truck Fuel Surcharge

As we start the 2022 year, our industry continues to work through many different challenges. One of the major challenges we are facing is the availability and rising costs of trucking. Accordingly, we are implementing the below trucking fuel surcharges that will go into effect March 1, 2022 for Texas.

The fuel surcharge will go into effect when the price of on-road diesel surpasses the $3.24 mark on the EIA Gulf Coast PADD 3 index. The freight rate will be increased by 1% for every $.10 move in the price of fuel, starting at $3.25 per gallon. The surcharge will be updated on the last Tuesday of every month.

Note: The fuel surcharge will be a 100% pass through to the hauler

To check the current price please go to http://www.eia.gov/petroleum/gasdiesel and check the Gulf Coast region table.

SWD Fuel Surcharge Table					
Fuel Price					
$3.25 - $3.34	1%	$4.75 - $4.84	16%	$6.25 - $6.34	31%
$3.35 - $3.44	2%	$4.85 - $4.94	17%	$6.35 - $6.44	32%
$3.45 - $3.54	3%	$4.95 - $5.04	18%	$6.45 - $6.54	33%
$3.55 - $3.64	4%	$5.05 - $5.14	19%	$6.55 - $6.64	34%
$3.65 - $3.74	5%	$5.15 - $5.24	20%	$6.65 - $6.74	35%
$3.75 - $3.84	6%	$5.25 - $5.34	21%	$6.75 - $6.84	36%
$3.85 - $3.94	7%	$5.35 - $5.44	22%	$6.85 - $6.94	37%
$3.95 - $4.04	8%	$5.45 - $5.54	23%	$6.95 - $7.04	38%
$4.05 - $4.14	9%	$5.55 - $5.64	24%	$7.05 - $7.14	39%
$4.15 - $4.24	10%	$5.65 - $5.74	25%	$7.15 - $7.24	40%
$4.25 - $4.34	11%	$5.75 - $5.84	26%	$7.25 - $7.34	41%
$4.35 - $4.44	12%	$5.85 - $5.94	27%	$7.35 - $7.44	42%
$4.45 - $4.54	13%	$5.95 - $6.04	28%	$7.45 - $7.54	43%
$4.55 - $4.64	14%	$6.05 - $6.14	29%	$7.55 - $7.64	44%
$4.65 - $4.74	15%	$6.15 - $6.24	30%	$7.65 - $7.74	45%

If you have questions or concerns about existing projects or bids, please contact your local sales representative.

Paul Madewell
Director of Transportation
Statewide Transport LLC.
Vulcan Logistics

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

IFB 19-040/YS
Term Contract for Road Building Materials for Jefferson County
Awarded: September 9, 2019

Renewal 1: 9/8/2020 – 9/7/2021
Renewal 2: 9/8/2021 – 9/7/2022
Renewal 3: 9/8/2021 - 9/8/2022

Updated 7-15-2022

CURRENT PRICING

1A. Rock Asphalt - Truck Delivery (Price per ton, FOB, delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)		Vulcan Construction Materials LLC		
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		China Rd	Viterbo Rd	Boyt Rd
1	Item 302 Type PB Gr 3	~~84.90~~ 116.90	~~85.22~~ 117.32	~~85.06~~ 117.11
2	Item 302 Type PB Gr 4	~~84.90~~ 116.90	~~85.22~~ 117.32	~~85.06~~ 117.11
3	Item 302 Type PB Gr 4S	~~84.90~~ 116.90	~~85.22~~ 117.32	~~85.06~~ 117.11
		*minimum 24 ton delivery, plus Fuel Service Charge		

1B. Rock Asphalt – Truck Delivery (Price per ton, FOB delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)		Vulcan Construction Materials LLC			
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	~~84.42~~ 116.27	~~82.02~~ 113.12	~~84.74~~ 116.69	~~84.42~~ 116.27
2	Item 302 Type PB Gr 4	~~84.42~~ 116.27	~~82.02~~ 113.12	~~84.74~~ 116.69	~~84.42~~ 116.27
3	Item 302 Type PB Gr 4S	~~84.42~~ 116.27	~~82.02~~ 113.12	~~84.74~~ 116.69	~~84.42~~ 116.27
		*minimum 24 ton delivery, plus Fuel Service Charge			

1C. Rock Asphalt - Railroad Delivery (Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)		Vulcan Construction Materials LLC		
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		China Rd.	Viterbo Rd.	Boyt Rd.
1	Item 302 Type PB Gr 3	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84
2	Item 302 Type PB Gr 4	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84
3	Item 302 Type PB Gr 4S	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84
		Plus Fuel Service Charge		

1D. Rock Asphalt - Railroad Delivery (Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)		Vulcan Construction Materials LLC			
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84
2	Item 302 Type PB Gr 4	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84
3	Item 302 Type PB Gr 4S	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84	~~66.34~~ 78.84
		*minimum 4000 ton delivery, plus Fuel Delivery Charge			

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 – Maximum P.I. 10)

A. Truck Delivery – Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Flexible Base – Price per ton delivered from Vendor's hopper to job site. Bidder shall supply material from location closest to the County project site.	Vulcan Construction Materials LLC	
	Price per ton, tandem dump	Price per ton, trailer
1. 1 -10 miles	~~28.00~~ 31.10	~~28.00~~ 31.10
2. 11 – 20 miles	~~29.00~~ 32.30	~~29.00~~ 32.30
3. 21- 30 miles	~~30.50~~ 34.10	~~30.50~~ 34.10
4. 31 + miles	~~36.00~~ 40.70	~~36.00~~ 40.70

B. Hopper Pick-Up	Vulcan Construction Materials LLC	
Location	Address	Price per ton FOB truck shipping point
1. Beaumont	1399 Carroll Street	~~22.50~~ 24.50
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Hours of Hopper Operation:	7 am - 5 pm *minimum 24 ton delivery	

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery-Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Patching Material-Price per ton delivered from Vendor's hopper to job site. Bidder shall apply material from location closest to the County project site.	Gulf Coast	
	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	~~95.00~~ 104.00	~~95.00~~ 104.00
2. 11 - 20 miles	~~97.70~~ 106.00	~~97.70~~ 106.00
3. 21 - 30 miles	~~100.85~~ 110.00	~~100.85~~ 110.00
4. 31+ miles	~~103.20~~ 113.00	~~103.20~~ 113.00

B. Hopper Pick-Up	Gulf Coast	
Location	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	~~90.00~~ 97.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Hours of Hopper Operation:	Mon-Fri, 7am-4pm	

4A. Cement Stabilized Base - Truck Delivery (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

A-1. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~45.00~~	~~44.00~~	~~44.50~~
	59.00	59.00	59.00

A-2. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		~~45.00~~	~~44.50~~	~~45.00~~	~~44.50~~
	No Bid	59.00	59.00	59.00	59.00

B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~48.00~~	~~47.00~~	~~47.50~~
	62.00	62.00	62.00

B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		~~48.00~~	~~47.50~~	~~48.00~~	~~47.50~~
	No Bid	62.00	62.00	62.00	62.00

C-1. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~54.00~~	~~53.00~~	~~53.50~~
	70.00	70.00	70.00

C-2. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		~~54.00~~	~~53.50~~	~~54.00~~	~~53.50~~
	No Bid	70.00	70.00	70.00	70.00

D-1. Item 276, Plant Mix, Crushed Stone, 4 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~60.00~~	~~59.00~~	~~59.50~~
	78.00	78.00	78.00

D-2. Item 276, Plant Mix, Crushed Stone, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		~~60.00~~	~~59.50~~	~~60.00~~	~~59.50~~
	No Bid	78.00	78.00	78.00	78.00

E-1. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~92.00~~	~~92.00~~	~~92.00~~
	112.00/cy	112.00/cy	112.00/cy

E-2. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	~~92.00~~ 112.00/cy	~~92.00~~ 112.00/cy	~~92.00~~ 112.00/cy	~~92.00~~ 112.00/cy

F-1. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~95.00~~ 116.00/cy	~~95.00~~ 116.00/cy	~~95.00~~ 116.00/cy

F-2. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	~~95.00~~ 116.00/cy	~~95.00~~ 116.00/cy	~~95.00~~ 116.00/cy	~~95.00~~ 116.00/cy

4A. Cement Stabilized Base - Truck Delivery (continued) (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

G-1. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~101.00~~ 124.00/cy	~~101.00~~ 124.00/cy	~~101.00~~ 124.00/cy

G-2. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	~~101.00~~ 124.00/cy	~~101.00~~ 124.00/cy	~~101.00~~ 124.00/cy	~~101.00~~ 124.00/cy

H-1. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	~~107.00~~ 132.00/cy	~~107.00~~ 132.00/cy	~~107.00~~ 132.00/cy

H-2. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	~~107.00~~ 132.00/cy	~~107.00~~ 132.00/cy	~~107.00~~ 132.00/cy	~~107.00~~ 132.00/cy

4B. Cement Stabilized Base – Hopper Pick Up

A. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton		Martin Marietta Materials, Inc.	
		Address	Price per ton FOB truck shipping point
	1. Beaumont	2525 Dollinger	~~39.00~~ 49.00
	2. Port Neches		No Bid
	3. Port Arthur		No Bid
	4. Other		No Bid
	5. Other		No Bid

B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.

	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	~~42.00~~ 52.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

	Martin Marietta Materials, Inc.	
C. Item 401, Flowable Backfill, 1-1/2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	~~88.00~~108.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

4B. Cement Stabilized Base - Hopper Pick Up (continued)

	Martin Marietta Materials, Inc.	
D. Item 401, Flowable Backfill, 2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont		~~91.00~~ 112.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

	Martin Marietta Materials, Inc.	
E. Item 401, Flowable Backfill, 3 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont		~~97.00~~ 120.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

5. Hot Mix Asphaltic Concrete Pavement - Hopper Pick-Up

A. Item 340 TY D	Gulf Coast		LD Construction	
Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	~~63.50~~ 86.50	2360 Dollinger	~~58.75~~ 72.75
2. Port Neches		No Bid		No Bid
3. Port Arthur		No Bid		No Bid
4. Other		No Bid		No Bid
5. Other		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm			

B. Item 340 TY D - Anti Stripping Agent shall be added if required by design mix	Gulf Coast		LD Construction	
Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	~~63.50~~ 86.50	2360 Dollinger	58.75
2. Port Neches		No Bid		No Bid
3. Port Arthur		No Bid		No Bid
4. Other		No Bid		No Bid
5. Other		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm			

6. Hot Mix Cold Laid Asphaltic Concret Pavement - Hopper Pick-Up

A. Item 334, Type D	Gulf Coast	
Location	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	~~73.50~~ 88.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm	

7. Concrete Structures - Truck Delivery

A. Delivered to Job Site, Jefferson County, price per ton FOB truck shipping point	Martin Marietta Materials, Inc.
1. Item 421 Class A	~~98.00~~ 141.00/cy
2. Item 421 Class B	~~94.00~~ 137.00/cy
3. Item 421 Class S	~~102.00~~ 147.00/cy

Gulf Coast, a CRH Company
PO Box 20779
Beaumont TX 77720
attn: Brian Miller
Brian.Miller@gc-texas.com
ph: 409-284-2600 or 409-866-1444
fx: 409-866-1032

Martin Marietta Materials, Inc.
5675 Fannett Road
Beaumont TX 77705
attn: Bill Kelley
william.kelley@martinmarietta.com
ph: 658-7791
fx: 409-654-3312

LD Construction
148 South Dowlen Road, PHB 694
Beaumont TX 77707
attn: Troy Dodson
troy.ldconstruction@gmail.com
ph: 409-656-4161
fx: 409-866-4447

Vulcan Construction Materials LLC
PO Box 791550
San Antonio TX 78279
attn: Jeff Harris
vulcantxquotes@vmcmail.com
ph: 210-524-3512
fx: 210-524-3555

CONTRACT RENEWAL FOR IFB 19-012/YS
TERM CONTRACT FOR MARINE MOTOR FUEL FOR JEFFERSON COUNTY

The County entered into a contract with Sun Coast Resources, Inc. for one (1) year, from May 6, 2019 to May 5, 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 May 3, 2022 to May 2, 2023. as modified by the attached CURRENT PRICING document,

ATTEST:

Laurie Leister 7-26-22
Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff ~~Branick~~, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Sun Coast Resources, Inc.

Steven Boyd
(Name)

CURRENT PRICING

IFB 19-012/YS

Term Contract for Marine Motor Fuel for Jefferson County

Awarded: May 6, 2019

Renewal 1: 5/5/2020 – 5/4/2021
Renewal 2: 5/4/2021 – 5/3/2022

Updated: May 20, 2021

		Sun Coast Resources, Inc.	
Item	Description	Brand	+/- factor
1	Ethanol Free, 90 or higher octane fuel, to be delivered via tank wagon	Various Unbranded Number of Octane Bid for Item 1: 93 Oct. (Bid options for this item are 9 or higher octane)	Bid Price is Based on Daily Rack Price Plus or Minus ~~+.2550~~ +.2930 cents per gallon
2	Ethanol Free, 89 octane Fuel, to be delivered via tank wagon	Various Unbranded	Bid Price is Based on Daily Rack Price Plus or Minus +.2550 cents per gallon
3	Ethanol Free, 87 octane fuel, to be delivered via tank wagon	Various Unbranded	Bid Price is Based on Daily Rack Price Plus or Minus +.2550 cents per gallon

Sun Coast Resources, Inc.
6450 Cavalcade, Building 1
Houston TX 77026
attn: Terri Bateman
national@suncoastresources.com
ph: 713-429-6702

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: JULY 18, 2022

The following budget amendment for General Services is necessary for addition cost for termination allowance.

120-1024-419-1099	Termination Allowance	$175,000	
120-1024-419-2001	FICA	$ 13,550	
120-1024-419-2002	Employees Retirement	$35,450	
120-9999-415-9999	Contingency		$224,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET TRANSFER

DATE: JULY 20, 2022

The following budget transfer for County Judge is necessary for additional cost for attorney fees.

120-1015-413-5029	Attorney Fees	$15,000	
120-1015-413-1002	Assistants & Clerks		$15,000

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: July 20, 2022

Please transfer $250,000.00 from budget account 120-3062-423-50-81 (Relief Board and Lodging) to 120-3062-423-3033 (Food) for increase in food cost and jail population increase.

Also, please transfer $250.000.00 from budget account 120-3062-423-~~10-44~~ 50-81 (Relief Board and Lodging) (~~Detention Officer~~) to 120-3062-423-10-98 (Overtime) for overtime at the Correctional Facility.

Chief John Shauberger

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2022

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

July 13, 2022

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Vernon Pierce
Commissioner Darrell Bush
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of June 30, 2022 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the month ending June 30, 2022 is $124,601,837. Budgeted Revenues are $135,814,134 leaving $11,212,297 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $91,603,943 for the first nine months of the year. This amount represents 98.95% of the budgeted amount of $92,577,815.

Sales Taxes:

Seventy-two percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $29,580,000.

Licenses & Permits:

Seventy-seven percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $403,000 for the year.

Intergovernmental:

Ninety-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,166,084.

Fees:

Eighty-seven percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,342,535 for the year.

Fines and Forfeitures:

Fifty-eight percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,575,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of $142,700 by $170,387.

Other Revenues:

Revenue from Other Revenues has exceeded the budgeted amount of $27,000 by $1,389.

Expenditures:

Overall for the County's budgeted funds, seventy percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $150,021,482, which includes General Funds and debt service funds, excluding budgeted transfers of $2,749,881 for the fiscal year ending September 30, 2022.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JUNE 30, 2022
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending June 30, 2022

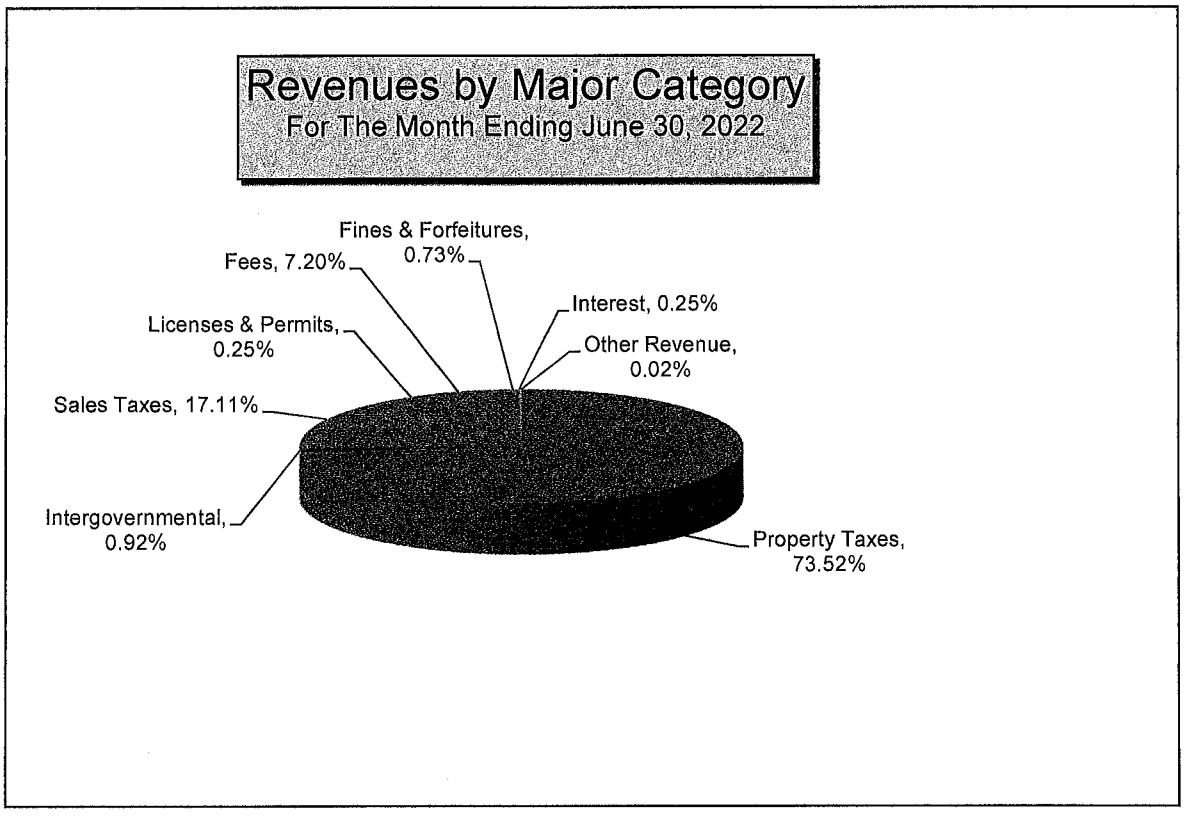
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 84,284,842	67,570,801	8,804,741	5,509,866	1,720,280	(221,735)	$ 167,668,795
Receivables & Prepaids	5,042,921	1,221	-	316,075	86,951	-	5,447,168
Intergovernmental Receivables	(185,812)	7,561	-	-	-	-	(178,251)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	730,312	16,842	32,729	-	96,755	-	876,638
Other Assets	-	-	-	-	75,580,451	-	75,580,451
Total Assets	$ 90,022,263	$ 67,596,425	$ 8,837,470	$ 5,825,941	$ 77,484,437	$ (221,735)	$ 249,544,801
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 6,066,563	734,578	-	-	1,332,259	3,383,113	$ 11,516,513
Intergovernmental Payables	360	-	-	-	12	-	372
Other Liabilities	4,191,419	627,659	-	298,599	887,744	-	6,005,421
Fund Balance/Equity	79,763,921	66,234,188	8,837,470	5,527,342	75,264,422	(3,604,848)	232,022,495
Total Liabilities and Fund Balance/Equity	$ 90,022,263	$ 67,596,425	$ 8,837,470	$ 5,825,941	$ 77,484,437	$ (221,735)	$ 249,544,801

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2022

	5/31/2022	Month Ending June 30, 2022				6/30/2022
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 463,140	$ 41,951	$ 48,786	$ -	$ -	$ 456,305
Road & Bridge Pct. 1	5,356,509	74,409	270,212	-	-	5,160,706
Road & Bridge Pct. 2	1,465,343	74,409	199,800	-	-	1,339,952
Road & Bridge Pct. 3	648,891	74,409	192,600	-	-	530,700
Road & Bridge Pct. 4	3,791,497	(76,657)	71,338	-	-	3,643,502
Engineering Fund	538,545	7,737	78,262	-	-	468,020
Parks & Recreation	90,293	6,309	8,939	-	-	87,663
General Fund	67,910,341	4,449,317	8,532,265	(525,289)	-	63,302,104
Mosquito Control Fund	1,861,384	9,893	105,565	-	-	1,765,712
Tobacco Settlement Fund	3,007,345	1,912	-	-	-	3,009,257
Total General Funds	85,133,288	4,663,689	9,507,767	(525,289)	-	79,763,921
Total Special Revenue Funds	41,708,351	25,661,948	1,291,951	155,840	-	66,234,188
Total Capital Project Funds	8,929,532	5,572	97,634	-	-	8,837,470
Total Debt Service Funds	5,492,895	34,447	-	-	-	5,527,342
Total Enterprise Funds	75,106,749	494,828	706,604	369,449	-	75,264,422
Total Internal Service Funds	(2,843,024)	1,677,007	2,438,831	-	-	(3,604,848)
Total Balances	$ 213,527,791	$ 32,537,491	$ 14,042,787	$ -	$ -	$ 232,022,495

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2022

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 91,603,943	$ 92,577,815	$ 973,872	1.05%
Sales Taxes	21,314,622	29,580,000	8,265,378	27.94%
Licenses & Permits	308,477	403,000	94,523	23.45%
Intergovernmental	1,147,813	1,166,084	18,271	1.57%
Fees	8,970,219	10,342,535	1,372,316	13.27%
Fines & Forfeitures	915,287	1,575,000	659,713	41.89%
Interest	313,087	142,700	(170,387)	-119.40%
Other Revenue	28,389	27,000	(1,389)	-5.14%
	$ 124,601,837	$ 135,814,134	$ 11,212,297	8.26%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2022

	October 2021 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund										
Current Taxes	$ 45,703	$ 103,859	$ 39,098	$ 1,774	$ 2,552	$ 1,185	$ 872	$ 195,043	$ 197,734	$ 2,691
Delinquent Taxes	991	347	243	132	509	626	248	3,096	2,878	(218)
Jury Fees	14,648	4,195	4,665	4,546	5,775	5,241	4,791	43,861	60,000	16,139
Other Revenue	29,240	68	-	68	19,278	-	36,040	84,694	100,300	15,606
Road & Bridge Pct. 1										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	745,360	755,638	10,278
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	8,766	8,148	(618)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	384,124	500,000	115,876
Sales, Rentals & Services	-	-	-	400	437	-	-	837	-	(837)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	118,986	225,000	106,014
Road & Bridge Pct. 2										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	745,360	755,638	10,278
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	8,766	8,148	(618)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	384,124	500,000	115,876
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	118,986	225,000	106,014
Road & Bridge Pct. 3										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	745,360	755,638	10,278
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	8,766	8,148	(618)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	384,124	500,000	115,876
Sales, Rentals & Services	-	-	318	-	-	-	-	318	-	(318)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	118,986	225,000	106,014
Road & Bridge Pct. 4										
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	745,360	755,638	10,278
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	8,766	8,148	(618)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	8,000	8,000
Auto Registration Fees	-	78,606	-	-	-	534,472	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	384,124	500,000	115,876
Sales, Rentals & Services	203,544	661	(99,268)	-	116,401	2,825	(151,065)	73,098	-	(73,098)
Fines and Forfeitures	27,866	9,858	12,581	14,361	20,749	16,368	17,196	118,979	225,000	106,021
Other Revenue	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

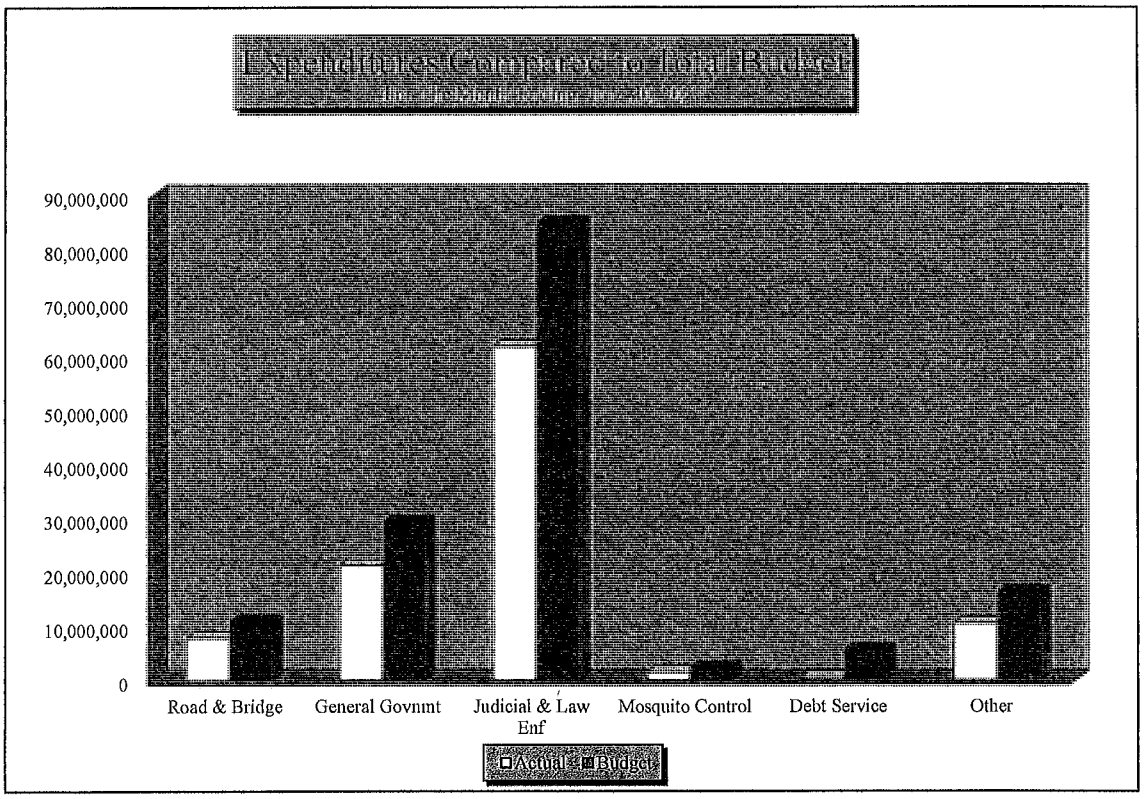
Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2022

	October 2021 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund										
Current Taxes	$ 267,589	$ 608,083	$ 228,916	$ 10,387	$ 14,944	$ 6,937	$ 5,108	$ 1,141,964	$ 1,157,711	$ 15,747
Delinquent Taxes	3,954	1,385	968	526	2,033	2,499	989	12,354	11,484	(870)
Licenses and Permits	750	-	2,000	-	293	800	1,640	5,483	3,000	(2,483)
Sales, Rentals & Services	-	-	-	-	500	200	-	700	1,000	300
Parks & Recreation										
Current Taxes	9,087	20,651	7,774	353	507	236	173	38,781	39,316	535
Delinquent Taxes	43	15	10	6	22	27	11	134	124	(10)
Sales, Rentals & Services	17,338	4,388	3,494	4,780	7,123	5,892	6,125	49,140	80,060	30,920
General Fund										
Current Taxes	18,464,131	41,958,861	15,795,641	716,718	1,031,133	478,671	352,460	78,797,615	79,883,216	1,085,601
Delinquent Taxes	297,177	104,092	72,757	39,557	152,834	187,839	74,329	928,585	863,189	(65,396)
Sales Taxes	2,931,490	3,035,025	2,880,398	3,186,792	2,909,282	3,493,233	2,878,402	21,314,622	29,580,000	8,265,378
Other Taxes	-	-	-	-	-	8,614	19,775	28,389	27,000	(1,389)
Licenses and Permits	69,396	36,663	38,533	38,400	45,100	38,074	36,828	302,994	400,000	97,006
Intergovernmental Revenue	252,734	29,432	39,065	112,865	406,553	140,371	82,099	1,063,119	1,057,784	(5,335)
Fees of Office	906,841	306,649	332,541	312,029	345,497	382,259	321,936	2,907,752	3,573,610	665,858
Other Sales, Rentals & Svcs.	887,859	(14,082)	(136,719)	199,766	243,971	185,616	539,294	1,905,705	2,327,865	422,160
Fines & Forfeitures	80,372	53,758	54,295	47,947	81,462	61,224	60,292	439,350	675,000	235,650
Interest	40,076	13,802	34,152	32,688	31,515	57,852	83,902	293,987	130,000	(163,987)
Other Revenue	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund										
Current Taxes	413,508	939,677	353,746	16,051	23,092	10,720	7,893	1,764,687	1,789,022	24,335
Delinquent Taxes	7,997	2,801	1,958	1,065	4,113	5,055	2,000	24,989	23,229	(1,760)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund										
Interest	1,503	328	778	784	805	1,540	1,912	7,650	4,800	(2,850)
Debt Service										
Current Taxes	1,314,051	2,986,123	1,124,142	51,007	73,383	34,065	25,083	5,607,854	5,488,265	(119,589)
Delinquent Taxes	23,287	8,130	5,563	2,923	11,804	14,766	5,864	72,337	66,503	(5,834)
Interest	480	453	1,367	1,393	1,453	2,804	3,500	11,450	7,900	(3,550)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-
Total	$ 27,576,742	$ 52,292,780	$ 21,591,946	$ 5,095,077	$ 5,825,914	$ 7,521,242	$ 4,698,136	$ 124,601,837	$ 135,814,134	$ 11,212,297

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended
For The Month Ending June 30, 2022

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 314,500	$ 567,274	$ 252,774	44.56%
Road & Bridge Funds	7,081,916	9,620,948	2,539,032	26.39%
Engineering Fund	823,083	1,299,471	476,388	36.66%
Parks & Recreation Fund	125,843	212,644	86,801	40.82%
General Fund:				
General Government	21,541,933	29,415,359	7,873,426	26.77%
Judicial	15,396,449	21,574,363	6,177,914	28.64%
Law Enforcement	46,300,391	62,706,689	16,406,298	26.16%
Education	276,542	459,866	183,324	39.86%
Health & Welfare	5,654,645	9,287,178	3,632,533	39.11%
Maintenance	3,067,106	4,513,498	1,446,392	32.05%
Other	1,482,583	2,055,772	573,189	27.88%
Mosquito Control Fund	1,596,597	2,397,570	800,973	33.41%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	598,850	5,710,850	5,112,000	89.51%
	$ 104,460,438	$ 150,021,482	$ 45,561,044	30.37%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2022

	October 2021 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 106,368	$ 17,895	$ 17,619	$ 45,053	$ 47,346	$ 17,832	$ 48,786	$ 13,601	$ 314,500	$ 567,274	$ 252,774
Road & Brdg Pct. 1	481,308	100,845	110,366	323,412	146,436	117,714	270,212	322,932	1,873,225	2,430,829	557,604
Road & Brdg Pct. 2	391,805	116,333	165,732	118,890	303,225	141,072	199,800	174,315	1,611,172	2,251,072	639,900
Road & Brdg Pct. 3	491,853	124,290	137,120	128,785	209,484	258,193	192,600	304,862	1,847,187	2,410,656	563,469
Road & Brdg Pct. 4	729,381	137,229	(963)	138,142	301,746	142,480	71,338	230,979	1,750,332	2,528,391	778,059
Engineering	300,017	79,141	78,015	80,895	116,051	80,896	78,262	9,806	823,083	1,299,471	476,388
Parks & Recreation	24,251	7,155	18,955	21,274	15,130	10,297	8,939	19,842	125,843	212,644	86,801
Tax Assessor/Coll.	1,111,564	298,105	318,277	308,570	447,619	303,082	305,145	6,653	3,099,015	4,537,630	1,438,615
Human Resources	125,429	37,223	37,164	39,705	54,796	37,720	36,139	2,957	371,133	509,503	138,370
County Auditor	480,258	123,538	124,756	121,977	185,461	130,094	123,878	1,327	1,291,289	1,715,715	424,426
County Clerk	577,213	110,516	207,757	160,557	236,210	160,682	158,572	5,364	1,616,871	2,539,787	922,916
County Judge	255,433	70,551	73,125	81,037	112,062	79,183	71,337	3,419	746,147	1,030,545	284,398
Risk Management	79,443	23,148	21,256	14,683	20,886	22,743	21,756	692	204,607	296,039	91,432
County Treasurer	110,924	31,824	33,173	32,652	47,992	33,374	32,552	1,299	323,790	431,176	107,386
Printing Department	29,530	10,166	9,308	13,232	13,537	9,146	17,396	13,456	115,771	161,128	45,357
Purchasing Department	158,196	46,815	46,049	49,241	67,988	48,705	49,859	12,913	479,766	639,478	159,712
General Services	3,547,264	941,124	1,682,891	755,695	900,850	841,414	908,864	89,918	9,668,020	13,061,955	3,393,935
MIS	1,302,020	164,339	170,798	242,338	267,127	161,611	160,301	156,486	2,625,020	3,215,839	590,819
Voter's Registration	67,912	8,026	20,083	11,764	6,910	8,181	7,826	-	130,702	206,119	75,417
Elections	280,711	34,678	53,446	195,664	32,723	123,040	137,695	11,845	869,802	1,070,445	200,643
District Attorney	1,982,663	573,244	580,180	561,594	844,691	581,906	576,043	8,868	5,709,189	7,784,691	2,075,502
District Clerk	572,178	167,946	171,406	170,291	254,700	172,580	169,917	5,757	1,684,775	2,259,985	575,210
Criminal Dist. Court	327,143	112,567	133,496	113,005	135,812	110,250	133,918	392	1,066,583	1,613,696	547,113
58th Dist. Court	82,544	23,908	23,962	24,386	35,732	24,477	24,249	1,124	240,382	334,885	94,503
60th Dist. Court	89,011	25,986	25,971	25,687	38,285	25,809	26,922	703	258,374	352,759	94,385
136th Dist. Court	89,491	25,960	25,765	25,743	38,115	26,062	25,788	-	256,924	350,653	93,729
172nd Dist. Court	84,607	28,160	24,558	24,549	36,690	24,496	26,392	269	249,721	339,758	90,037
252nd Dist. Court	245,807	73,965	107,572	85,634	118,047	107,557	87,152	114	825,848	1,198,108	372,260
279th Dist. Court	118,256	33,663	42,102	31,250	55,566	48,841	40,983	597	371,258	480,477	109,219
317th Dist. Court	185,829	56,906	76,747	60,178	93,717	62,878	59,730	878	596,863	853,261	256,398
J.P. Pct. 1 Pl 1	100,778	28,983	29,352	30,480	46,500	32,756	31,670	1,443	301,962	441,548	139,586
J.P. Pct. 1 Pl 2	113,420	33,459	33,421	33,586	48,787	33,550	33,416	1,459	331,098	441,829	110,731
J.P. Pct. 2	79,878	22,933	23,391	23,340	33,931	23,327	23,239	37	230,076	390,871	160,795
J.P. Pct. 4	107,898	31,225	32,118	31,539	46,797	30,124	31,854	279	311,834	433,137	121,303
J.P. Pct. 6	104,829	29,600	27,826	28,678	44,177	29,707	30,005	399	295,221	431,432	136,211
J.P. Pct. 7	102,450	30,035	29,589	29,777	44,052	34,606	29,810	287	300,606	426,782	126,176
J.P. Pct. 8	101,059	29,545	28,140	27,637	41,408	30,124	30,249	478	288,640	419,914	131,274
Cnty. Court at Law 1	143,961	42,436	42,708	43,373	53,204	34,102	42,119	118	402,021	564,082	162,061
Cnty. Court at Law 2	149,602	40,931	61,474	52,051	76,946	50,767	44,385	181	476,337	729,176	252,839
Cnty. Court at Law 3	229,360	59,892	69,622	65,424	93,740	67,005	66,190	793	652,026	880,727	228,701
Court Master	119,867	34,453	37,214	33,570	45,624	38,353	33,979	-	343,060	558,123	215,063

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2022

	October 2021 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 62,682	$ 25,874	$ 21,914	$ 20,802	$ 29,354	$ 19,392	$ 20,329	$ 3,304	$ 203,651	$ 288,469	$ 84,818
Comm. Supervision	1,560	124	6,572	520	520	3,554	520	-	13,370	19,408	6,038
Sheriff's Dept.	4,027,015	1,160,639	1,155,181	1,150,250	1,951,999	1,145,867	1,161,335	70,749	11,823,035	16,225,126	4,402,091
Crime Lab	405,609	93,600	105,963	106,361	148,542	107,565	106,905	7,515	1,082,060	1,693,414	611,354
Jail	8,363,570	2,563,996	3,105,200	3,017,788	3,276,100	2,541,407	2,151,277	2,009,906	27,029,244	35,586,488	8,557,244
Juvenile Probation	378,171	111,263	113,304	111,190	156,123	104,575	103,938	2,989	1,081,553	1,784,885	703,332
Juvenile Detention	505,494	160,662	159,215	168,908	220,372	163,036	164,445	94,755	1,636,887	2,457,441	820,554
Constable Pct. 1	213,294	62,099	65,051	63,260	84,396	59,746	66,029	406	614,281	869,982	255,701
Constable Pct. 2	125,619	36,335	36,895	35,825	53,411	108,870	46,244	5,341	448,540	618,066	169,526
Constable Pct. 4	129,699	36,625	37,662	37,067	56,481	39,489	38,874	4,775	380,672	526,675	146,003
Constable Pct. 6	146,983	43,346	44,169	44,221	64,270	45,770	52,425	1,849	443,033	629,803	186,770
Constable Pct. 7	137,492	40,564	40,710	40,467	60,937	41,960	42,058	116	404,304	542,432	138,128
Constable Pct. 8	134,150	39,495	39,714	39,114	57,826	44,579	39,273	34,507	428,658	577,969	149,311
County Morgue	110,525	111,909	228,331	13,544	223,586	126,625	100,234	-	914,754	1,175,000	260,246
Agriculture Ext.	92,750	30,275	30,364	26,512	39,606	27,766	28,266	1,003	276,542	459,866	183,324
Public Health # 1	307,748	83,383	146,132	100,955	141,108	83,175	88,940	4,737	956,178	1,527,160	570,982
Public Health # 2	315,119	94,837	100,163	90,343	123,180	81,369	80,698	3,157	888,866	1,419,100	530,234
Nurse Practitioner	86,218	25,753	25,778	26,728	38,545	26,987	26,274	7,948	264,231	365,532	101,301
Child Welfare	20,673	11,427	9,827	6,542	2,366	4,050	526	-	55,411	120,000	64,589
Env. Control	96,162	23,630	23,809	24,825	37,120	26,290	25,580	-	257,416	461,574	204,158
Ind. Medical Svcs.	291,051	113,853	1,901,367	107,454	130,323	138,115	109,026	265,936	3,057,125	5,134,880	2,077,755
Emergency Mgmt.	60,322	19,185	17,580	17,431	26,004	17,465	17,431	-	175,418	258,932	83,514
Beaumont Maintenance	464,450	178,405	245,565	188,788	226,726	289,001	178,455	405,155	2,176,545	3,274,779	1,098,234
Port Arthur Maint.	170,583	56,323	61,662	58,369	78,940	70,489	76,890	122,810	696,066	978,485	282,419
Mid-County Maint.	49,343	18,877	20,302	19,926	24,672	18,447	22,460	20,468	194,495	260,234	65,739
Service Center	273,937	93,660	138,999	122,105	128,721	170,236	158,809	140,996	1,227,463	1,420,910	193,447
Veteran Service	86,159	25,488	28,217	25,663	37,632	26,008	25,694	259	255,120	348,165	93,045
Mosquito Control	349,447	90,106	259,772	89,091	141,619	126,933	105,565	434,064	1,596,597	2,397,570	800,973
Tobacco Settlement	200,000	-	-	-	-	-	-	-	200,000	200,000	-
Debt Service Funds	-	598,350	-	-	500	-	-	-	598,850	5,710,850	5,112,000
Contingency	-	-	-	-	-	-	-	-	-	286,697	286,697
Total	$ 33,387,336	$ 9,938,821	$ 13,120,959	$ 10,159,387	$ 13,321,079	$ 9,975,502	$ 9,507,767	$ 5,049,587	$ 104,460,438	$ 150,021,482	$ 45,561,044

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 30, 2022

Issue	Beginning Amount Outstanding	2021-2022 Requirements				2021-2022 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	$ 16,925,000	$ 3,965,000	$ 670,450	$ 2,500	$ 4,637,950	$ -	$ 335,225	$ 1,900	$ 337,125	$ 16,925,000
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	-	260,200	1,525	261,725	14,370,000
	$ 31,295,000	$ 4,515,000	$ 1,190,850	$ 5,000	$ 5,710,850	$ -	$ 595,425	$ 3,425	$ 598,850	$ 31,295,000

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending June 30, 2022

Fund		Transfers In		Transfers Out	
120	General Fund	-		911,562	(a)
120	General Fund	-		385,968	(b)
230	Commuity Supervision Fund	-		35,643	(a)
239	Drug Diversion Program	35,643	(a)	-	
241	Sheriff Department Grants	3,255	(b)	-	
245	Crime Victim's Clearing	196,851	(b)	-	
257	Auto Theft Grant	24,377	(b)	-	
282	VAWA Fund	69,040	(b)	-	
550	SETEC Fund	911,562	(a)	-	
865	Marine Division	-		124,605	(b)
876	Sheriff-Spindletop Grant	92,445	(b)	-	
884	2020 Port Security Grant	108,165	(b)	-	
885	2021 Port Security Grant	16,440	(b)	-	
		$1,457,778		$1,457,778	

(a) Budgeted Transfer
(b) Grant Match

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2022

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	194.62	$ 5,447.92
Road & Bridge # 2	410.18	11,772.69
Road & Bridge # 3	380.44	10,045.22
Road & Bridge # 4	84.67	2,237.65
Engineering	1.75	44.36
Tax Assessor/Collector	267.73	6,274.39
Human Resources	3.00	65.86
County Auditor	163.45	5,103.47
County Clerk	510.14	10,852.73
County Judge	1.88	52.80
Treasurer	0.01	0.11
Printing	0.55	15.18
Purchasing Department	8.75	206.68
MIS	432.56	14,282.12
Voter Registration	24.27	661.36
Elections Department	316.76	7,970.27
District Clerk	651.80	15,628.11
Criminal District Court	89.51	2,583.05
58th District Court	1.62	46.89
172nd District Court	-	-
252nd District Court	2.37	81.66
317th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	28.00	686.12
Justice of Peace Pct. 1 Pl. 2	213.25	5,288.62
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	0.01	0.14
Justice of Peace Pct. 6	0.87	20.11
Justice of Peace Pct. 7	50.38	1,408.03
Justice of Peace Pct. 8	3.00	83.85
County Court at Law #2	8.88	255.15
County Court at Law #3	0.01	0.10
Court Master	0.01	0.12
Dispute Resolution Center	128.62	2,781.75
Sheriff's Department	14,178.07	539,252.21
Crime Lab	194.47	8,101.22
Correctional Facility	12,534.43	361,420.29
Juvenile Probation	100.55	2,192.08
Juvenile Detention Home	253.23	4,572.43
Constable Pct. 1	204.01	6,115.16

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2022

Department	Cumulative Hours	Current Liability
Constable Pct. 2	24.00	$ 814.76
Constable Pct. 4	151.50	6,610.24
Constable Pct. 6	75.06	2,394.30
Constable Pct. 7	35.54	1,405.61
Constable Pct. 8	36.00	1,080.05
Public Health No. 1	24.38	455.19
Public Health No. 2	6.94	126.91
Nurse Practitioner	3.75	108.91
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	80.00	2,636.55
Mosquito Control	366.66	9,036.88
Maintenance - Beaumont	284.34	6,650.56
Maintenance - Port Arthur	241.37	6,082.16
Maintenance- Mid County	71.75	1,830.19
Service Center	28.50	747.20
Veterans' Services Office	0.63	16.57
Airport	966.61	21,779.38
Visitors' Center	72.13	1,136.90
Grant A Basic Probation	7.00	151.46
Grant A Mental Health Service	0.01	0.15
Grant A Community Programs	71.26	1,474.28
Grant A Pre and Post Adjudication	39.00	609.53
Misdemeanor Pre-Trial	-	-
Community Supervision	211.28	4,811.24
Adult Surveillance Program	-	-
Community Corrections	17.26	345.50
High Need Program	14.50	330.95
TJPC Grant Contract M		
Drug Diversion	28.75	561.04
Juvenile Probation and Detention	102.25	1,476.84
Mentally Impaired Offender	24.00	519.06
Auto Theft	129.25	4,611.89
Sheriff Mental Health Liaison -Cnty	51.25	1,911.70
Sheriff Mental Health Liaison	177.50	5,982.14
Marine Division	3,333.37	127,962.12
Courthouse Security	248.00	9,848.77
Total	38,367.70	$ 1,249,059.06
Comp-Time Liability at 6/30/21	36,555.36	$1,127,886.21

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	179.53	497359	
			179.53**
ROAD & BRIDGE PCT.#1			
ENTERGY	106.57	497171	
PAUL TRUAX	38.58	497262	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			244.15**
ROAD & BRIDGE PCT.#2			
AT&T	109.62	497199	
CENTERPOINT ENERGY RESOURCES CORP	48.90	497258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			257.52**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	3,274.00	497153	
FARM & HOME SUPPLY	11.98	497163	
ENTERGY	29.94	497171	
PHILPOTT MOTORS, INC.	217.90	497181	
HOWARD'S AUTO SUPPLY	1,834.94	497207	
ON TIME TIRE	205.00	497289	
ALL TERRAIN EQUIPMENT CO	623.23	497321	
GERALD T PELTIER JR	200.00	497337	
MUNRO'S UNIFORM SERVICES, LLC	160.90	497374	
			6,557.89**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	72.00	497156	
M&D SUPPLY	98.66	497179	
AT&T	87.40	497199	
JASON'S DELI	1,259.25	497213	
UNITED STATES POSTAL SERVICE	7.50	497233	
UNITED STATES POSTAL SERVICE	1.71	497235	
BEAUMONT FREIGHTLINER WESTERN STAR	755.00	497261	
LD CONSTRUCTION	181.88	497273	
A-1 MAIDA FENCE COMPANY	160.00	497314	
GULF COAST	262.26	497336	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			2,984.66**
ENGINEERING FUND			
INSIGHT PUBLIC SECTOR INC	1,544.79	497305	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	497351	
			1,819.79**
PARKS & RECREATION			
SPRINT WASTE SERVICES LP	771.65	497303	
RICHARD SAVANT	435.24	497343	
			1,206.89**
GENERAL FUND			
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.01	497212	
UNITED STATES POSTAL SERVICE	397.60	497233	
UNITED STATES POSTAL SERVICE	999.72	497235	
ATTABOY TERMITE & PEST CONTROL	42.45	497275	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	497351	
ODP BUSINESS SOLUTIONS, LLC	298.14	497373	
			2,133.92*
COUNTY HUMAN RESOURCES			
PINNACLE MEDICAL MANAGEMENT CORP	100.00	497182	
UNITED STATES POSTAL SERVICE	1.84	497233	
UNITED STATES POSTAL SERVICE	4.48	497235	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	308.00	497317	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			513.32*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	8.04	497233	
UNITED STATES POSTAL SERVICE	2.40	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	497351	
ODP BUSINESS SOLUTIONS, LLC	249.35	497373	
			470.79*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	136.47	497233	
UNITED STATES POSTAL SERVICE	273.70	497235	
FUNCTION 4 LLC	340.00	497318	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	497351	
			1,159.17*
COUNTY JUDGE			
CATHERINE BRUNEY	500.00	497173	
UNITED STATES POSTAL SERVICE	3.87	497233	
UNITED STATES POSTAL SERVICE	4.42	497235	
ROCKY LAWDERMILK	5,400.00	497247	
HARVEY L WARREN III	2,250.00	497281	
JOSHUA C HEINZ	500.00	497291	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
ODP BUSINESS SOLUTIONS, LLC	174.26	497373	
			8,931.55*
RISK MANAGEMENT			
CDW COMPUTER CENTERS, INC.	156.24	497209	
UNITED STATES POSTAL SERVICE	.46	497233	
UNITED STATES POSTAL SERVICE	1.54	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			257.24*
COUNTY TREASURER			
CASH ADVANCE ACCOUNT	646.79	497177	
UNITED STATES POSTAL SERVICE	132.31	497233	
UNITED STATES POSTAL SERVICE	154.88	497235	
			933.98*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	487.60	497356	
			487.60*
PURCHASING DEPARTMENT			
THE EXAMINER	648.75	497161	
PORT ARTHUR NEWS, INC.	704.72	497183	
UNITED STATES POSTAL SERVICE	7.26	497233	
UNITED STATES POSTAL SERVICE	55.94	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			1,515.67*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	80.00	497177	
SPINDLETOP MHMR	34,666.91	497178	
UNIVERSAL OPERATIONS LLC	8,077.50	497320	
K2 TOWERS III, LLC	2,435.00	497365	
WELLS FARGO BANK, N.A.	21.75	497378	
BILL DETWILER PHD	1,500.00	497381	
			46,781.16*
DATA PROCESSING			
PRO DATA COMPUTER SERVICES, INC.	690.00	497208	
CDW COMPUTER CENTERS, INC.	1,176.59	497209	
TODD L. FREDERICK	200.07	497239	
MICHAEL BAIN	194.81	497265	
HELPSYSTEMS LLC	4,236.30	497323	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			6,596.77*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	146.75	497233	
UNITED STATES POSTAL SERVICE	211.32	497235	
			358.07*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.00*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	210.86	497233	
UNITED STATES POSTAL SERVICE	163.29	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	625.50	497351	
			999.65*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	177.58	497233	
UNITED STATES POSTAL SERVICE	268.82	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			545.40*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	1,785.00	497170	
UNITED STATES POSTAL SERVICE	.73	497233	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	497351	
ODP BUSINESS SOLUTIONS, LLC	81.97	497373	
			2,065.70*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	15.23	497235	
THOMSON REUTERS-WEST	114.00	497297	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			228.23*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	29.43	497236	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			128.43*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.00*
252ND DISTRICT COURT			
JACK LAWRENCE	759.32	497150	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,162.50	497152	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	497170	
UNITED STATES POSTAL SERVICE	8.36	497233	
UNITED STATES POSTAL SERVICE	.49	497235	
JOEL WEBB VAZQUEZ	1,912.50	497254	
RYAN GERTZ	3,850.00	497279	
THE SAMUEL FIRM, PLLC	1,012.50	497333	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			9,994.67*
279TH DISTRICT COURT			
ANITA F. PROVO	715.00	497184	
SOUTHEAST TEXAS WATER	33.95	497197	
CDW COMPUTER CENTERS, INC.	52.08	497209	
CHARLES ROJAS	1,050.00	497210	
JOEL WEBB VAZQUEZ	220.00	497254	
JASON ROBERT NICKS	550.00	497280	
JONATHAN L. STOVALL	1,210.00	497283	
LINDSAY LAW FIRM, PLLC	220.00	497284	
WILLIAM FORD DISHMAN	550.00	497300	
MATUSKA LAW FIRM	1,100.00	497304	
THE PARDUE LAW FIRM, PLLC	1,155.00	497348	
THE SCHLETT LAW FIRM, PLLC	1,023.00	497357	
SHELANDER LAW OFFICE	803.00	497360	
			8,682.03*
317TH DISTRICT COURT			
ANITA F. PROVO	200.00	497184	
GLEN M. CROCKER	150.00	497242	
JOEL WEBB VAZQUEZ	600.00	497254	
WILLIAM FORD DISHMAN	500.00	497300	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			1,549.00*
JUSTICE COURT-PCT 1 PL 1			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	27.12	497209	
UNITED STATES POSTAL SERVICE	54.39	497233	
UNITED STATES POSTAL SERVICE	21.96	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			202.47*
JUSTICE COURT-PCT 1 PL 2			
CASH ADVANCE ACCOUNT	966.68	497177	
UNITED STATES POSTAL SERVICE	40.39	497233	
UNITED STATES POSTAL SERVICE	32.17	497235	
			1,039.24*
JUSTICE COURT-PCT 4			
AT&T	87.41	497200	
DEPARTMENT OF INFORMATION RESOURCES	.08	497212	
			87.49*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	30.98	497233	
UNITED STATES POSTAL SERVICE	45.85	497235	
SIERRA SPRING WATER CO. - BT	51.87	497237	
THOMSON REUTERS-WEST	129.50	497297	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			357.20*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.04	497212	
			.04*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.29	497233	
UNITED STATES POSTAL SERVICE	7.02	497235	
THOMSON REUTERS-WEST	57.00	497297	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			167.31*
COUNTY COURT AT LAW NO. 2			
BRUCE W. COBB	500.00	497157	
A. MARK FAGGARD	250.00	497162	
EDWARD B. GRIPON, M.D., P.A.	595.00	497170	
TERRENCE HOLMES	130.00	497172	
NATHAN REYNOLDS, JR.	250.00	497186	
UNITED STATES POSTAL SERVICE	10.14	497233	
UNITED STATES POSTAL SERVICE	7.37	497235	
LANGSTON ADAMS	400.00	497248	
MATUSKA LAW FIRM	600.00	497304	
JARED GILTHORPE	250.00	497306	
BUDDIE J HAHN	626.98	497338	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
CARRIER & ALLISON LAW GROUP PC	250.00	497353	
			3,968.49*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	12.91	497233	
UNITED STATES POSTAL SERVICE	8.84	497235	
THE WALKER LAW FIRM	550.00	497362	
			571.75*
COURT MASTER			
UNITED STATES POSTAL SERVICE	1.06	497233	
BUDDIE J HAHN	313.49	497338	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			413.55*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.15	497233	
			4.15*
COMMUNITY SUPERVISION			

NAME	AMOUNT	CHECK NO.	TOTAL
SAM'S CLUB DIRECT	839.88	497292	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	497351	
			1,235.88*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	240.00	497160	
FED EX	14.56	497165	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	630.00	497175	
JAMES RILEY	265.00	497188	
AT&T	146.16	497199	
DEPARTMENT OF INFORMATION RESOURCES	537.38	497212	
VERIZON WIRELESS	3,457.13	497230	
UNITED STATES POSTAL SERVICE	703.80	497233	
UNITED STATES POSTAL SERVICE	812.66	497235	
BEAUMONT OCCUPATIONAL SERVICE, INC.	209.70	497243	
INTERSTATE ALL BATTERY CENTER - BMT	89.74	497274	
RITA HURT	1,100.00	497287	
TRANSUNION RISK AND ALTERNATIVE	575.00	497311	
GALLS LLC	790.00	497315	
TND WORKWEAR CO LLC	58.95	497319	
BEARCOM / KAY ELECTRONICS	355.00	497334	
NEIGHBORHOOD VETERINARY CENTERS	484.38	497342	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	497351	
WALMART CAPITAL ONE	8.94	497363	
ODP BUSINESS SOLUTIONS, LLC	566.68	497373	
			11,540.08*
CRIME LABORATORY			
FED EX	24.17	497166	
FISHER SCIENTIFIC	131.44	497167	
HENRY SCHEIN, INC.	68.47	497191	
SOUTHEAST TEXAS WATER	79.90	497196	
CHEAPER THAN DIRT	242.07	497295	
MATERA PAPER COMPANY INC	84.31	497296	
STEVE MAYES	60.00	497309	
HUNTER JONES	108.22	497316	
AIRGAS USA, LLC	2,593.47	497329	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
COURTNEY RIVERS	60.00	497364	
ODP BUSINESS SOLUTIONS, LLC	433.32	497373	
			3,984.37*
JAIL - NO. 2			
JOHNSTONE SUPPLY	58.51	497151	
BEAUMONT TRACTOR COMPANY	195.37	497153	
CITY OF BEAUMONT - WATER DEPT.	19,231.85	497155	
COASTAL WELDING SUPPLY	96.00	497156	
COBURN SUPPLY COMPANY INC	8.58	497158	
JACK BROOKS REGIONAL AIRPORT	2,476.86	497176	
M&D SUPPLY	285.11	497179	
SHERWIN-WILLIAMS	82.19	497193	
AT&T	1,457.24	497199	
WORTH HYDROCHEM OF THE GULF COAST	390.00	497204	
SOUTHERN TIRE MART, LLC	199.53	497206	
DEPARTMENT OF INFORMATION RESOURCES	.63	497212	
COOK'S CORRECTIONAL KITCHEN EQUIP	270.89	497240	
LOWE'S HOME CENTERS, INC.	276.68	497246	
TEXAS GAS SERVICE	588.62	497249	
INTERCONTINENTAL JET CORP	917.55	497257	
MODERN AG PRODUCTS LTD	170.72	497266	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	530.00	497271	
WORLD FUEL SERVICES	8,243.79	497276	
SAM'S CLUB DIRECT	153.72	497292	
CARRIER ENTERPRISE LLC	762.11	497298	
GALLS LLC	2,050.25	497315	
CORRHEALTH LLC	1,280,181.23	497326	
MOORE-ALL TEX SUPPLY	15.73	497327	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	497351	
WALMART CAPITAL ONE	81.94	497363	
JAB TRADING INDUSTRIES LLC	5,130.00	497371	
ODP BUSINESS SOLUTIONS, LLC	828.57	497373	
			1,325,501.67*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO.	TOTAL
FED EX	4.05	497164	
CASH ADVANCE ACCOUNT	247.12	497177	
UNITED STATES POSTAL SERVICE	11.14	497233	
UNITED STATES POSTAL SERVICE	11.32	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	497351	
ODP BUSINESS SOLUTIONS, LLC	29.25	497373	
			599.88*
JUVENILE DETENTION HOME			
AAA LOCK & SAFE	715.00	497148	
CITY OF BEAUMONT - WATER DEPT.	3,572.92	497155	
CENTERPOINT ENERGY RESOURCES CORP	170.17	497258	
EMERGENCY POWER SERVICE	2,721.34	497288	
AMERICAN RED CROSS	967.03	497313	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			8,245.46*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	28.85	497233	
UNITED STATES POSTAL SERVICE	58.49	497235	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			186.34*
CONSTABLE-PCT 4			
AT&T	43.70	497199	
TRENDSETTER SCREENPRINTING	64.00	497379	
			107.70*
CONSTABLE-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	315.00	497198	
UNITED STATES POSTAL SERVICE	9.22	497233	
UNITED STATES POSTAL SERVICE	3.44	497235	
			327.66*
CONSTABLE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.00*
COUNTY MORGUE			
FORENSIC MEDICAL	101,520.00	497331	
			101,520.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	497351	
WALMART CAPITAL ONE	12.93	497363	
			223.93*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	497154	
CLAYBAR HAVEN OF REST	1,040.00	497231	
UNITED STATES POSTAL SERVICE	76.80	497233	
UNITED STATES POSTAL SERVICE	58.05	497235	
CLEAN HARBORS ENVIRONMENTAL SERVICE	199.43	497251	
THOMSON REUTERS-WEST	152.60	497297	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	497351	
EZEA D EDE MD	6,177.66	497352	
			9,402.54*
HEALTH AND WELFARE NO. 2			
THOMSON REUTERS-WEST	152.60	497297	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	497351	
EZEA D EDE MD	6,177.66	497352	
			6,528.26*
NURSE PRACTITIONER			
CLEAN HARBORS ENVIRONMENTAL SERVICE	95.87	497251	
SERVET MUHITTIN SATIR	1,000.00	497358	
			1,095.87*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	863.30	497244	
J.C. PENNEY'S	594.39	497245	
ROSS DRESS FOR LESS, INC.	7,537.24	497263	
			8,994.93*
ENVIRONMENTAL CONTROL			

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.02	497212	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.02*
INDIGENT MEDICAL SERVICES			
JEFFERSON CTY. TAX OFFICE	228.25	497219	
CARDINAL HEALTH 110 INC	10,053.10	497299	
MICHAEL BARNES	1,200.00	497366	
			11,481.35*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	497225	
			150.00*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	804.78	497151	
W.W. GRAINGER, INC.	701.47	497169	
M&D SUPPLY	219.98	497179	
RITTER @ HOME	151.90	497187	
ACE IMAGEWEAR	235.96	497192	
AT&T	114.37	497199	
DEPARTMENT OF INFORMATION RESOURCES	866.35	497212	
AT&T GLOBAL SERVICES	5,709.57	497250	
OTIS ELEVATOR COMPANY	673.81	497252	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	43.60	497312	
REXEL USA INC	440.39	497325	
AT&T CORP	5,394.17	497355	
PLUMBING SOLUTIONS	170.00	497361	
			15,526.35*
MAINTENANCE-PORT ARTHUR			
ENTERGY	429.82	497171	
DEPARTMENT OF INFORMATION RESOURCES	6.12	497212	
SOLAR	37.82	497241	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	17.90	497312	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
PARKER'S BUILDING SUPPLY	194.98	497376	
			785.64*
MAINTENANCE-MID COUNTY			
CENTERPOINT ENERGY RESOURCES CORP	90.43	497258	
			90.43*
SERVICE CENTER			
SPIDLE & SPIDLE	29,657.97	497149	
J.K. CHEVROLET CO.	377.07	497174	
PHILPOTT MOTORS, INC.	452.40	497181	
AT&T	73.08	497199	
TATE & CO., INC.	7,312.20	497201	
VINS PAINT & BODY, INC.	384.40	497203	
AUTO TRIM EXPRESS	75.00	497214	
JEFFERSON CTY. TAX OFFICE	7.50	497215	
JEFFERSON CTY. TAX OFFICE	7.50	497216	
JEFFERSON CTY. TAX OFFICE	7.50	497217	
JEFFERSON CTY. TAX OFFICE	16.75	497218	
JEFFERSON CTY. TAX OFFICE	7.50	497220	
JEFFERSON CTY. TAX OFFICE	7.50	497221	
JEFFERSON CTY. TAX OFFICE	7.50	497222	
JEFFERSON CTY. TAX OFFICE	7.50	497223	
JEFFERSON CTY. TAX OFFICE	7.50	497224	
PETROLEUM SOLUTIONS, INC.	3,032.23	497253	
BUMPER TO BUMPER	1,058.80	497256	
AMERICAN TIRE DISTRIBUTORS	1,193.12	497270	
THIS GUYS TOOLS, LLC	25.40	497332	
JCN OIL SERVICE	90.00	497344	
ODP BUSINESS SOLUTIONS, LLC	30.03	497373	
			43,838.45*
VETERANS SERVICE			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.00*
			1,653,104.85**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
SANITARY SUPPLY, INC.	88.46	497190	
CENTERPOINT ENERGY RESOURCES CORP	42.44	497258	
AIRGAS USA, LLC	407.19	497329	
MUNRO'S UNIFORM SERVICES, LLC	75.19	497374	
PARKER'S BUILDING SUPPLY	49.27	497376	
			662.55**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,224.50	497347	
			1,224.50**
SECURITY FEE FUND			
GALLS LLC	560.00	497315	
ALLIED UNIVERSAL SECURITY SERVICES	9,658.33	497341	
			10,218.33**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,406.62	497297	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			2,505.62**
ENVIRONMENTAL GRANTS/H20			
DELL MARKETING L.P.	3,100.32	497159	
			3,100.32**
EMPG GRANT			
VERIZON WIRELESS	230.95	497226	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	497351	
			505.95**
JUVENILE PROB & DET. FUND			
REGION V EDUCATION SERVICE CENTER	2,500.00	497185	
VERIZON WIRELESS	64.71	497227	
			2,564.71**
GRANT A STATE AID			
HAYS COUNTY	197.00	497205	
BI INCORPORATED	31.50	497211	
CLINICAL PATHOLOGY LABORATORIES INC	15.75	497285	
GRAYSON COUNTY DEPT OF JUVENILE	5,930.70	497310	
TCSI, LLC	18,506.10	497345	
RITE OF PASSAGE	8,182.16	497346	
			32,863.21**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	623.18	497177	
SAM HOUSTON STATE UNIVERSITY	350.00	497189	
TEXAS DEPT OF LICENSING &	205.00	497202	
DEPARTMENT OF INFORMATION RESOURCES	48.27	497212	
UNITED STATES POSTAL SERVICE	33.19	497233	
UNITED STATES POSTAL SERVICE	62.94	497235	
CLEAN HARBORS ENVIRONMENTAL SERVICE	243.53	497251	
REDWOOD TOXICOLOGY LABORATORY, INC	544.40	497264	
JCCSC	299.00	497282	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
ODP BUSINESS SOLUTIONS, LLC	501.37	497373	
			3,009.88**
MENTALLY IMPAIRED OFFEND.			
SAM HOUSTON STATE UNIVERSITY	175.00	497189	
			175.00**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
			99.00**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	716.00	497307	
			716.00**
COUNTY CLERK - RECORD MGT			

NAME	AMOUNT	CHECK NO.	TOTAL
MANATRON	12,617.25	497267	
			12,617.25**
SCAAP GRANT			
JUSTICE BENEFITS INC	6,620.94	497340	
			6,620.94**
DEPT STATE HEALTH GRANT			
IMELDA TRISTAN	4,300.00	497368	
MARCUS LAMBERT	4,300.00	497369	
			8,600.00**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	1,477.72	497159	
			1,477.72**
HOTEL OCCUPANCY TAX FUND			
DEPARTMENT OF INFORMATION RESOURCES	1.37	497212	
UNITED STATES POSTAL SERVICE	19.32	497235	
ALLIANCE MECHANICAL SERVICES	491.38	497255	
AT&T CORP	265.00	497355	
			777.07**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	497351	
			198.00**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	9,000.00	497301	
			9,000.00**
AIRPORT FUND			
MID-COUNTY ALTERNATOR	220.00	497180	
SANITARY SUPPLY, INC.	229.23	497190	
S.E. TEXAS BUILDING SERVICE	4,246.66	497195	
AT&T	385.20	497199	
UNITED STATES POSTAL SERVICE	1.91	497233	
LOWE'S HOME CENTERS, INC.	242.30	497246	
CENTERPOINT ENERGY RESOURCES CORP	125.80	497258	
LIBERTY TIRE RECYCLING LLC	111.00	497272	
COUNTY HOME AND RANCH LP	30.83	497286	
CRAWFORD ELECTRIC SUPPLY COMPANY	35.14	497294	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	32.20	497302	
PETROLEUM MATERIALS LLC	24.65	497308	
HINOTE PLUMBING INC	230.00	497322	
M&R FLEET SERVICES, INC.	146.70	497328	
TITAN AVIATION FUELS	172,571.78	497330	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	497351	
CHAPMAN VENDING	175.84	497359	
CHARTER COMMUNICATIONS	115.59	497370	
MUNRO'S UNIFORM SERVICES, LLC	100.46	497374	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	639.12	497375	
SIDDONS MARTIN EMERGENCY GROUP LLC	2,224.16	497377	
			181,987.57**
AIRPORT IMPROVE. GRANTS			
FITTZ & SHIPMAN, INC.	17,500.00	497168	
SIGMA ENGINEERS, INC.	39,532.50	497194	
APPLIED PAVEMENT TECHNOLOGY, INC.	4,377.75	497367	
			61,410.25**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	80,609.57	497324	
UNITED HEALTHCARE SERVICES INC	1,019.52	497339	
BAY BRIDGE ADMINISTRATORS LLC	174,332.67	497354	
			255,961.76**
LIABILITY CLAIMS ACCOUNT			
TEXAS DEPT OF TRANSPORATION	733.39	497277	
TEXAS DEPT OF TRANSPORATION	731.64	497278	
ENTERPRISE FLEET MANAGEMENT INC	26,185.00	497380	
			27,650.03**
WORKER'S COMPENSATION FD			

NAME	AMOUNT	CHECK NO.	TOTAL
TRISTAR RISK MANAGEMENT	6,893.52	497259	
TRISTAR RISK MANAGEMENT	2,327.14	497260	
			9,220.66**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,796.00	497121	
CLEAT	288.00	497122	
JEFFERSON CTY. TREASURER	11,921.48	497123	
RON STADTMUELLER - CHAPTER 13	182.31	497124	
INTERNAL REVENUE SERVICE	208.00	497125	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,920.00	497126	
JEFFERSON CTY. COMMUNITY SUP.	6,817.20	497127	
JEFFERSON CTY. TREASURER - HEALTH	534,692.64	497128	
JEFFERSON CTY. TREASURER - GENERAL	25.00	497129	
JEFFERSON CTY. TREASURER - PAYROLL	1,978,369.51	497130	
JEFFERSON CTY. TREASURER - PAYROLL	704,780.12	497131	
MONY LIFE INSURANCE OF AMERICA	62.88	497132	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	497133	
JEFFERSON CTY. TREASURER - TCDRS	788,897.73	497134	
JEFFERSON COUNTY TREASURER	3,043.48	497135	
JEFFERSON COUNTY - TREASURER -	8,046.23	497136	
NECHES FEDERAL CREDIT UNION	35,281.43	497137	
JEFFERSON COUNTY - NATIONWIDE	60,247.44	497138	
SBA - U S DEPARTMENT OF TREASURY	277.78	497139	
CONSERVE	190.03	497140	
INVESCO INVESTMENT SERVICES, INC	756.66	497141	
TRANSWORLD SYSTEMS INC.	205.93	497142	
JEFFERSON CTY. TREASURER	207.69	497143	
JEFFERSON CTY. TREASURER - PAYROLL	19,392.85	497144	
JEFFERSON CTY. TREASURER - PAYROLL	15,947.91	497145	
JEFFERSON CTY. TREASURER - TCDRS	9,624.39	497146	
TEXAS CHILD SUPPORT SDU	207.69	497147	
			4,200,257.27**
GLO DISASTER RECOVERY			
LJA ENGINEERING INC	22,923.90	497290	
			22,923.90**
GUARDIANSHIP FEE			
BRITTANIE HOLMES	200.00	497293	
			200.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,444.72	497269	
			2,444.72**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	1,061.55	497176	
AT&T	92.94	497199	
VERIZON WIRELESS	75.98	497228	
VERIZON WIRELESS	151.96	497229	
SIERRA SPRING WATER CO. - BT	28.57	497238	
BUMPER TO BUMPER	140.52	497256	
THE DINGO GROUP-PETE JORGENSON MARI	120.29	497268	
BEARCOM / KAY ELECTRONICS	355.00	497334	
			2,026.81**
SHERIFF - COMMISSARY			
TRINITY SERVICES GROUP INC	8,379.09	497335	
WALMART CAPITAL ONE	432.20	497363	
			8,811.29**
			6,536,284.59***

JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND **Port Neches-Groves ISD**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Laurie Leister, County Clerk**, and **Port Neches-Groves ISD** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **November 8, 2022**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this _____ day of _____, 2022, by and between the Political Subdivision of **Port Neches-Groves ISD**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Laurie Leister**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **November 8, 2022,** Election. Jefferson County's voting equipment is to be used in this Political Subdivision Election.

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners'

Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations and Election Day polling locations. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION**. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day Vote Center polling locations for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the notice of the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the **November 8, 2022** General Election, known as the SOS Election Day Calendar for **November 8, 2022.**

(f) Deliver to Contracting Officer, according to the above mentioned Election Day Calendar, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed and a detailed billed will be rendered within a reasonable time after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 8, 2022.**

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar

to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting, election day, equipment delivery, supplies, mail ballots, payroll, equipment leasing, programming, and additional costs will be shared proportionally between all political subdivisions which enter into a joint election agreement with County.

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Election Day Calendar without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Secretary of State of Texas' Election Day Calendar is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision

desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a $200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between **Port Neches-Groves ISD** and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when

delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

PORT NECHES-GROVES ISD Sherri Drawhorn, Business Manager
Port Neches-Groves ISD
776 Magnolia
Port Neches, Texas 77651

JEFFERSON COUNTY: Laurie Leister, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2022.

Port Neches-Groves ISD

By: _____ Attest: _____
Name:

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

Jefferson County, Texas

By:_____
Name: Jeff Branick
Title: County Judge

By: _____ Attest: _____
Name: Laurie Leister
Title: County Clerk

EARLY VOTING
October 24, 2022 – November 4, 2022

November General Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones generals de noviembre – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places *Localizaciones*	**Address** *Direccion*	**City, State, Zip Code** *Cuidad, Estado, Codigo postal*
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39th Street	Groves, TX 77619
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Avenue	Port Arthur, TX 77642
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

ELECTION DAY
November 8, 2022

November General Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones generals de noviembre – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	**Address**	**City, State, Zip Code**
Localizaciones	*Direccion*	*Cuidad, Estado, Codigo postal*
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
West Brook High School (Mary Nixon Room – Library)	8750 Phelan Blvd	Beaumont, TX 77706
Bevil Oaks City Hall	13560 River Oaks Blvd	Bevil Oaks, TX 77713
BISD Adminisration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
O.C. Mike Taylor Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Groves Public Library (Front Meeting Room)	5600 West Washington	Groves, TX 77619
Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
Jerry Ware Airport Terminal (Conference Room off Main Lobby)	5000 Jerry Ware Dr	Beaumont, TX 77705
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Port Neches City Hall (Council Chambers – Room 104)	1005 Merriman	Port Neches, TX 77651
Groves Activity Building (Lounge)	6150 39th Street	Groves, TX 77619
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Zion Hill Baptist Church (Education Building)	5848 Roosevelt Ave	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Former Dowling Elementary (Library)	6301 Pat Ave	Port Arthur, TX 77640
O.W. Collins Retirement Center (Social Service Room)	4440 Gulfway Dr	Port Arthur, TX 77642
Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Avenue	Port Arthur, TX 77642
Queen of Vietnam Catholic Church (St. Joseph Hall)	801 9th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
Willie Ryman Community Center	3248 39th Street	Port Arthur, TX 77642
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Hamshire VFD and Community Center	12318 2nd St	Hamshire, TX 77622
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	$330.00
eSlate	$330.00
Disable Access Unit (DAU)	$396.00
Privacy Booth	$20.00
Ballot Box	$5.00

Communication Devices	
EA Tablet + WIFI	$125.00
Cell Phone	$35.00

Mandatory Signs	
Large A-Frame (ID Required)	$15.00
Large A-Frame (Notices)	$15.00

PROGRAMMING	COUNTY COST
1 - 5 RACES	$1,125.00
6 - 10 RACES	$1,898.00
11-20 RACES	$2,475.00
21-40 RACES	$3,135.00
41-75 RACES	$3,960.00
76-100 RACES	$4,704.00

BALLOT PRINTING	COUNTY COST
8.5 X 11	$0.25
8.5 X 14	$0.27
8.5 X 17	$0.30
Sample Ballots	$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	$45.00
Mail Ballots (Per Set)	$2.30
Supply Bag Consumables (per location)	$25.00

JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY
AND **City of Groves**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as "County", acting herein by and through its County Judge and Commissioner's Court, joined herein by the **County Election Officer, Laurie Leister, County Clerk**, and **City of Groves** hereinafter referred to as "Political Subdivision", acting herein by and through its Executive Board.

WHEREAS, Political Subdivision is required to conduct an election on **November 8, 2022**;

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this _____ day of _____, 2022, by and between the Political Subdivision of **City of Groves**, hereinafter called "Political Subdivision" and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Laurie Leister**, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **November 8, 2022,** Election. Jefferson County's voting equipment is to be used in this Political Subdivision Election.

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Commissioner's Court to conduct county elections required to administer this Election. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners' Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations and Election Day polling locations. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election

judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. **DUTIES AND SERVICES OF POLITICAL SUBDIVISION**. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day Vote Center polling locations for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the notice of the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county

voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the November 8, 2022 General Election, known as the SOS Election Day Calendar for November 8, 2022.

(f) Deliver to Contracting Officer, according to the above mentioned Election Day Calendar, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed and a detailed billed will be rendered within a reasonable time after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with Contracting Officer and which holds an election on **November 8, 2022.**

4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this

Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a.) Costs for early voting, election day, equipment delivery, supplies, mail ballots, payroll, equipment leasing, programming, and other costs will be shared proportionally between all political subdivisions which enter into a joint election agreement with County.

(b.)GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Election Day Calendar without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Secretary of State of Texas' Election Day Calendar is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such

arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before Election Day. If Political Subdivision's election is cancelled after deadline, a $200 contract preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

(C.) DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

(D.) ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between **City of Groves** and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

(E.) NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail,

return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

CITY OF GROVES: D. E. Sosa, City Manager
City of Groves
3947 Lincoln Avenue
Groves, Texas 77619

JEFFERSON COUNTY: Laurie Leister, County Clerk
P. O. Box 1151
Beaumont, TX 77704

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2022.

City of Groves

By: _____ Attest: _____
Name:

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 20_____.

Jefferson County, Texas

By:_____
Name: Jeff Branick
Title: County Judge

By: _____ Attest: _____
Name: Laurie Leister
Title: County Clerk

EARLY VOTING
October 24, 2022 – November 4, 2022

November General Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones generals de noviembre – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places *Localizaciones*	**Address** *Direccion*	**City, State, Zip Code** *Cuidad, Estado, Codigo postal*
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39th Street	Groves, TX 77619
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Avenue	Port Arthur, TX 77642
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

ELECTION DAY
November 8, 2022

November General Election – Countywide Polling – All precincts may vote at any Vote Center.
(Elecciones generals de noviembre – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	**Address**	**City, State, Zip Code**
Localizaciones	*Direccion*	*Cuidad, Estado, Codigo postal*
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
West Brook High School (Mary Nixon Room – Library)	8750 Phelan Blvd	Beaumont, TX 77706
Bevil Oaks City Hall	13560 River Oaks Blvd	Bevil Oaks, TX 77713
BISD Adminisration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
O.C. Mike Taylor Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Groves Public Library (Front Meeting Room)	5600 West Washington	Groves, TX 77619
Nederland City Hall	207 N. 12th Street	Nederland, TX 77627
Jerry Ware Airport Terminal (Conference Room off Main Lobby)	5000 Jerry Ware Dr	Beaumont, TX 77705
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Port Neches City Hall (Council Chambers – Room 104)	1005 Merriman	Port Neches, TX 77651
Groves Activity Building (Lounge)	6150 39th Street	Groves, TX 77619
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Zion Hill Baptist Church (Education Building)	5848 Roosevelt Ave	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Former Dowling Elementary (Library)	6301 Pat Ave	Port Arthur, TX 77640
O.W. Collins Retirement Center (Social Service Room)	4440 Gulfway Dr	Port Arthur, TX 77642
Port Arthur Library (Lucy Stiefel Gallery)	4615 9th Avenue	Port Arthur, TX 77642
Queen of Vietnam Catholic Church (St. Joseph Hall)	801 9th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
Willie Ryman Community Center	3248 39th Street	Port Arthur, TX 77642
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Hamshire VFD and Community Center	12318 2nd St	Hamshire, TX 77622
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

CONTRACT COSTS

Voting Equipment	
Judge's Booth Controller	$330.00
eSlate	$330.00
Disable Access Unit (DAU)	$396.00
Privacy Booth	$20.00
Ballot Box	$5.00

Communication Devices	
EA Tablet + WIFI	$125.00
Cell Phone	$35.00

Mandatory Signs	
Large A-Frame (ID Required)	$15.00
Large A-Frame (Notices)	$15.00

PROGRAMMING	COUNTY COST
1 - 5 RACES	$1,125.00
6 - 10 RACES	$1,898.00
11-20 RACES	$2,475.00
21-40 RACES	$3,135.00
41-75 RACES	$3,960.00
76-100 RACES	$4,704.00

BALLOT PRINTING	COUNTY COST
8.5 X 11	$0.25
8.5 X 14	$0.27
8.5 X 17	$0.30
Sample Ballots	$0.06
SUPPLIES	
ELECTION KITS / w Seals EV & ED	$45.00
Mail Ballots (Per Set)	$2.30
Supply Bag Consumables (per location)	$25.00

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

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

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

July 21, 2022

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

Gentlemen:

Enclosed is the Investment Schedule as of June 30th, 2022, including interest earnings.

The 90 day Treasury discount rate on June 30th, 2022 was 1.66% and the interest on your checking accounts for the month of June was 0.88%

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

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

This should be on the agenda for July 26th, 2022, to be received and filed.

Sincerely,

Charlie Hallmark CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for June, 2022,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END JUNE 30, 2022 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS																$0.00
CDs and Securities																
														$0.00	$0.00	$0.00
FHLB 3.00%	23-May-22	$3,000,000.00	$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	603	641	3130ARYU9	WELLS SECURITIES	$2,983,326.27	$99.4442	$0.00	$0.00	$2,983,326.27
FHLB 2.25%	26-May-22	$3,000,000.00	$3,000,000.00	100	2.250%	26-May-23	26-Aug-22	330	365	3130AS2B4	WELLS SECURITIES	$2,988,508.62	$99.6170	$0.00	$0.00	$2,988,508.62
* (Investment CD's)																
					WEIGHTED			WEIGHTED				TOTAL MARKET				TOTAL BOOK
		TOTAL PAR	AMT. INVESTED		AVG. YLD			AVG.	MATURITY			VALUE				VALUE
INVESTMENT ACCTS		$0.00	$0.00									$0.00		0.00	$0.00	
CDs and Securities		$6,000,000.00	$6,000,000.00		2.625%				467	DAYS		$5,971,834.89		0.00	$0.00	
TOTALS ALL ACCTS:		**$6,000,000.00**	**$6,000,000.00**									**$5,971,834.89**		**0.00**	**$0.00**	**$5,971,834.89**

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF JUNE 30, 2022

MARKET VALUE OF PLEDGE SECURITIES	**$250,000,000.00**
BALANCE IN ALL ACCOUNTS:	**$198,195,916.10**
OVER OR (UNDER) AMOUNT:	**$51,804,083.90**
	126.14%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Charlie Hallmark, Jefferson County Investment Officer

JUNE 2022, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS												
CHECKING INTEREST												
POOLED CASH ACCT		JUNE INTEREST			0.880%			30	1004221717	ALLEGIANCE BANK	$104,076.72	
OTHER COUNTY ACCTS		JUNE INTEREST			0.880%			30		ALLEGIANCE BANK	$4,189.42	
TAX LICENSE ACCT		JUNE INTEREST			0.880%			30	1004224083	ALLEGIANCE BANK	$562.50	
												$108,828.64
TOTAL		**$0.00**	**$0.00**								**$108,828.64**	**$108,828.64**

FISCAL YEAR 2021-2022

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	0.050%	$17,244.34	0.160%	$0.00	0.000%
NOVEMBER	0.050%	$19,028.99	0.160%	$0.00	0.000%
DECEMBER	0.060%	$20,377.61	0.160%	$0.00	0.000%
JANUARY	0.240%	$18,320.98	0.300%	$0.00	0.000%
FEBRUARY	0.380%	$43,859.57	0.300%	$0.00	0.000%
MARCH	0.520%	$44,351.84	0.300%	$0.00	0.000%
APRIL	0.840%	$41,448.66	0.300%	$0.00	0.000%
MAY	1.130%	$78,531.72	0.580%	$0.00	0.000%
JUNE	1.660%	$108,828.64	0.880%	$0.00	0.000%
JULY	0.000%	$0.00	0.000%	$0.00	0.000%
AUGUST	0.000%	$0.00	0.000%	$0.00	0.000%
SEPTEMBER	0.000%	$0.00	0.000%	$0.00	0.000%
ANNUAL TOTALS		**$391,992.35**		**$0.00**	**$391,992.35**

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

Charlie Hallmark
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
challmark@co.jefferson.tx.us

July 21st, 2022

Judge Jeff R. Branick and
Commissioner's Court
Jefferson County Court House
Beaumont, Texas 77701

Gentlemen:

Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of $377,420.75.

Sincerely,

Charlie Hallmark, CIO

ENG DEPT. ORIGINAL

Permit No. 09-U-22
Precinct No. 3
BOND NO. 800138523

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

Date: 07/26/22

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Texas Windstream, LLC, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of aerial and buried fiber cable, location of which is fully described as follows: Brush Island Rd., Winnie, TX WO#71312204400000;PR-6900

3 pages of drawings attached.

Construction will begin on or after August 01 20 22

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 07/26/22 and all subsequent revisions thereof to date.

Company Texas Windstream, LLC

By Melvin Fecher

Title Analyst I - Permitting Team

Address 4001 N. Rodney Parham Rd. Little Rock, AR 72212

Telephone 501-748-0778

Fax No. _____

CONST. MANAGER BRYAN BAUERLE
817-659-6967

REV 2020

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____	road crossing @ $100.00 _____	$ 0.00
.32	miles parallel @ $150.O0/mile or fraction _____	$ 48.00
	TOTAL _____	$ 48.00

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

ENGINEERING ACTION FORM

The minimum standard bond required is $ 16,000.00

County Engineer

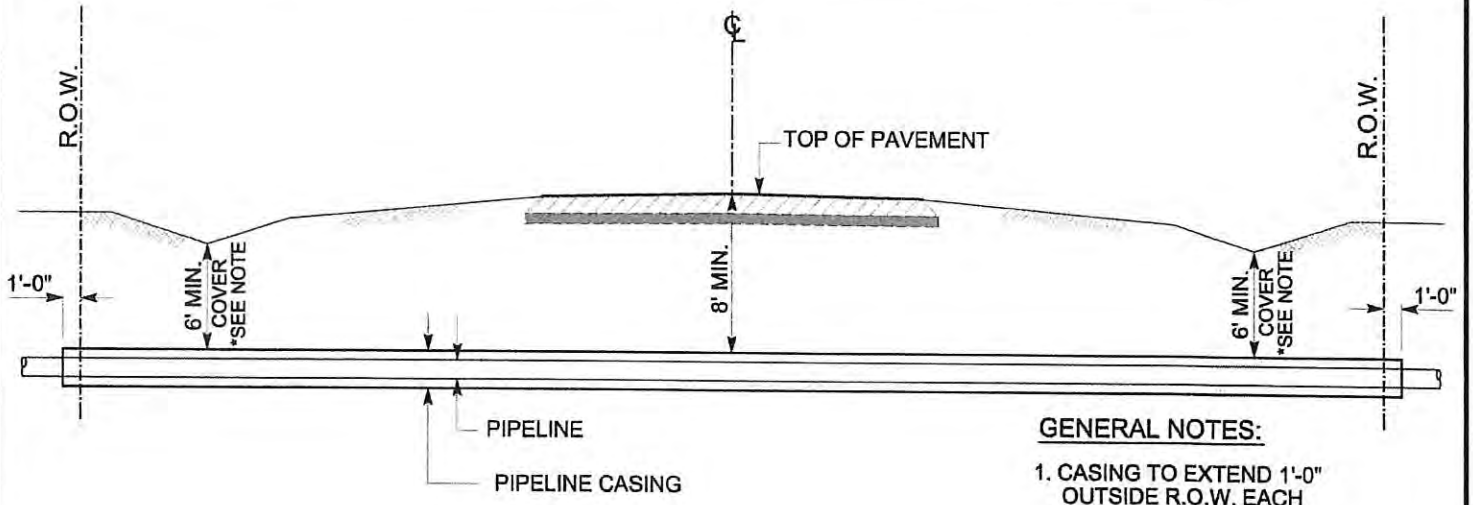
07/26/22
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ 16,000.00 . Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

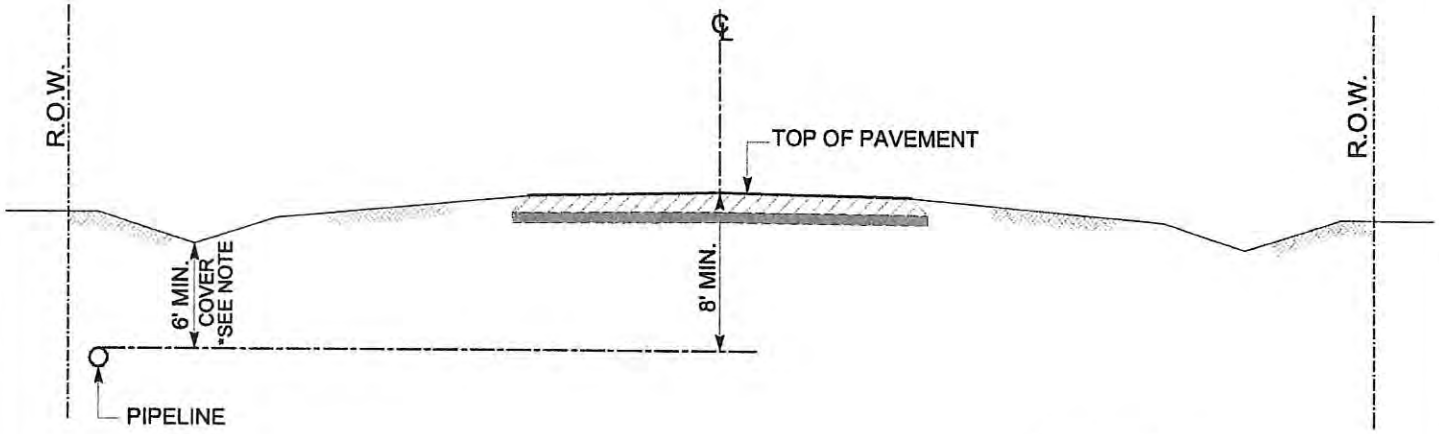


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S

JEFFERSON COUNTY ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.		SHEET NO. 1 OF 1
CHECKED:	S.S.	REVISED: 01/15/2020	

PERMIT BOND

Bond No. 800138523

KNOW ALL MEN BY THESE PRESENTS:

THAT, WE Texas Windstream, LLC as Principal, and Atlantic Specialty Insurance Company a New York Corporation, with principal office at 605 Highway 169 North, Suite 800, Plymouth, MN 55441, as Surety, are held and firmly bound unto Jefferson County, Texas in the sum of Sixteen Thousand and No/100 Dollars ($16,000.00), for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been or is about to be granted a Permit by the Jefferson County for a right of way permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as permittee, shall comply with any laws, statutes, ordinances, rules or regulations pertaining to such permit issued to the Principal, then this obligation shall be void, otherwise to remain in full force and effect.

The term of this bond shall be from June 24, 2022 to June 24, 2023.

The liability of the Surety shall in no event exceed, Sixteen Thousand and No/100 ($16,000.00) DOLLARS in the aggregate, the penal sum of this bond.

PROVIDED FURTHER, if the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

SIGNED, SEALED AND DATED this 24th day of June , 20 22 .

Texas Windstream, LLC
Principal

By: Tony Thame

Atlantic Specialty Insurance Company
Surety

By:
Christy M. Braile, Attorney-in-Fact

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Jeffrey C. Carey, Charles R. Teter, III, Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Leal, Tahitia M. Fry, C. Stephens Griggs, Kellie A. Meyer, Veronica Lawver, Lauren Scott,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 24th day of June, 2022.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

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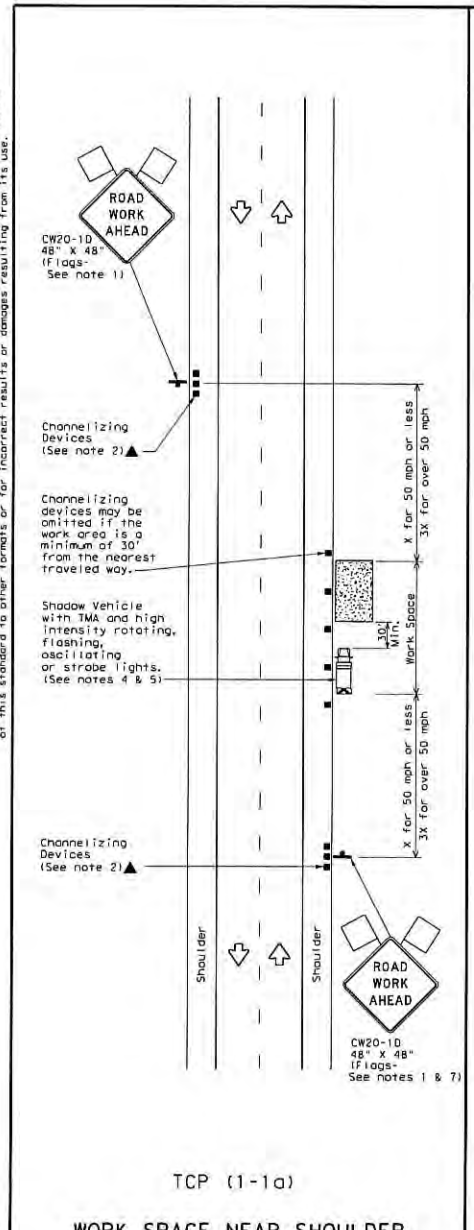
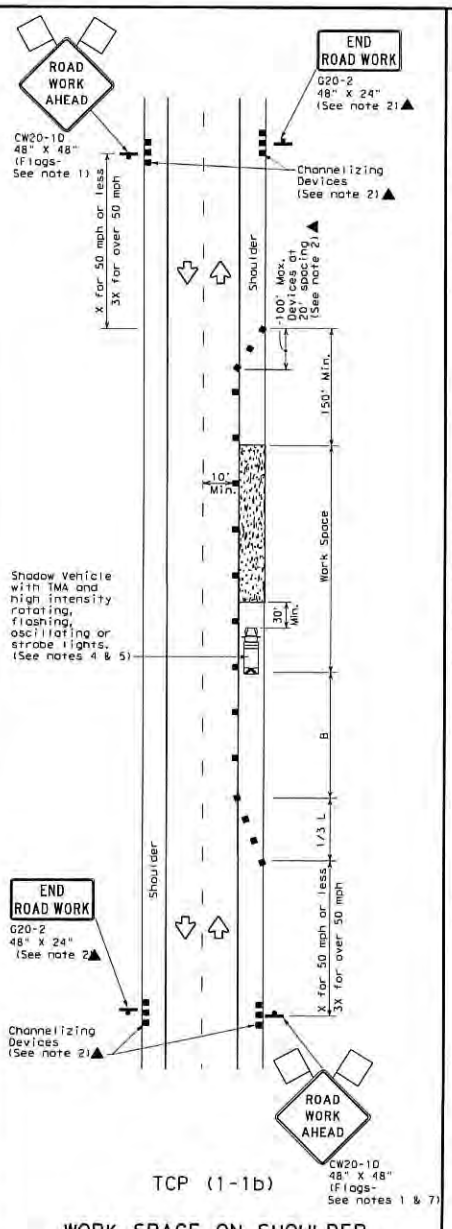


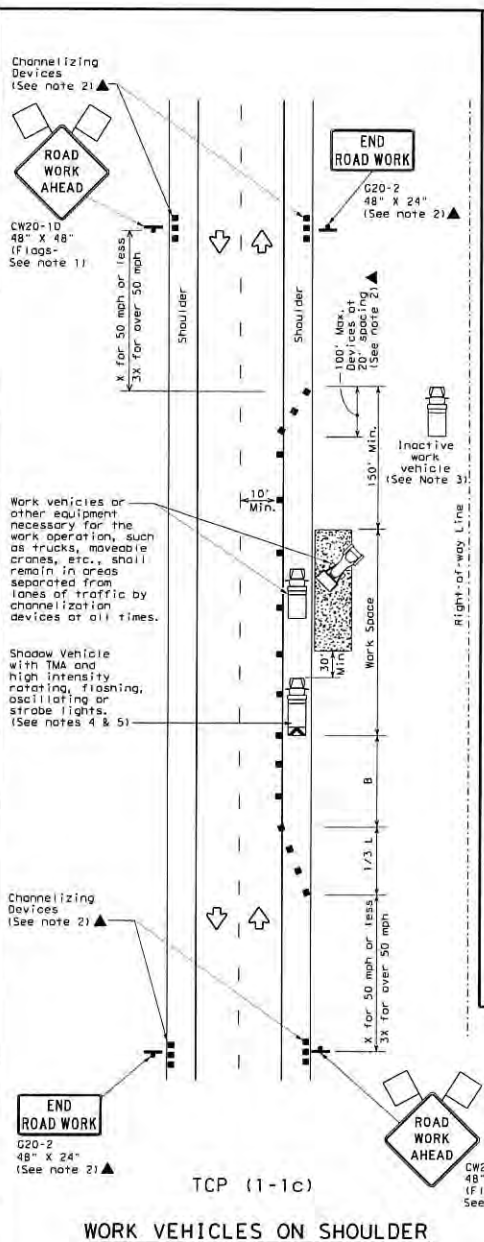
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

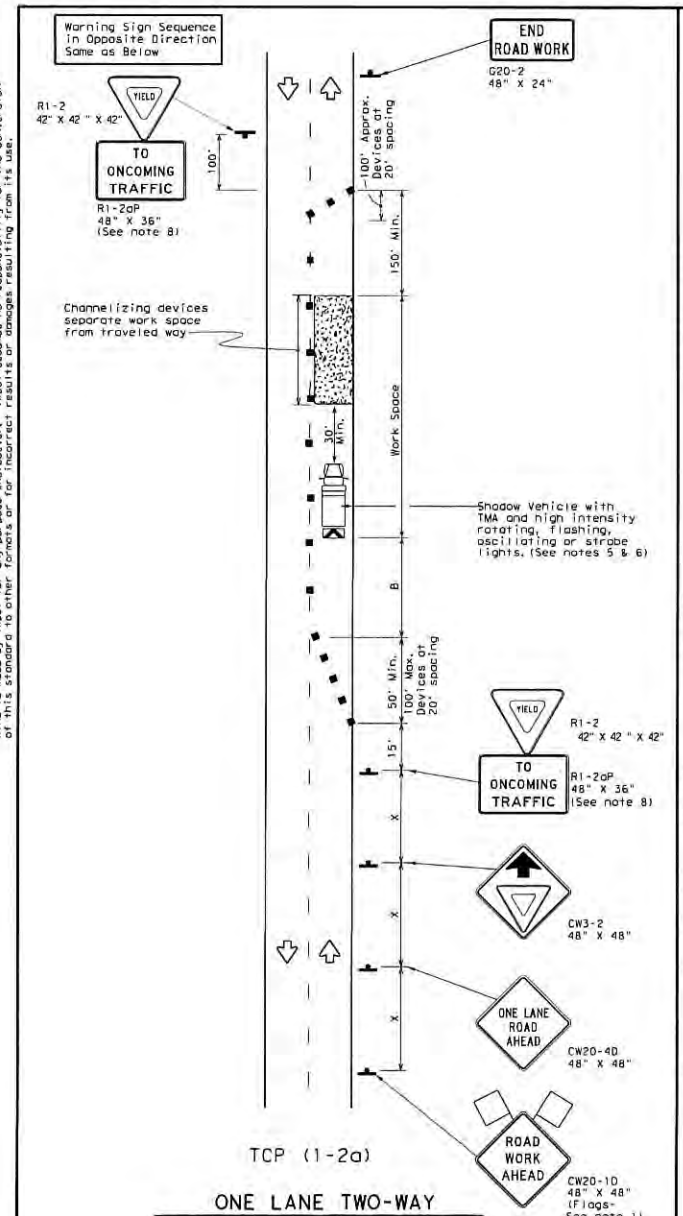
Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

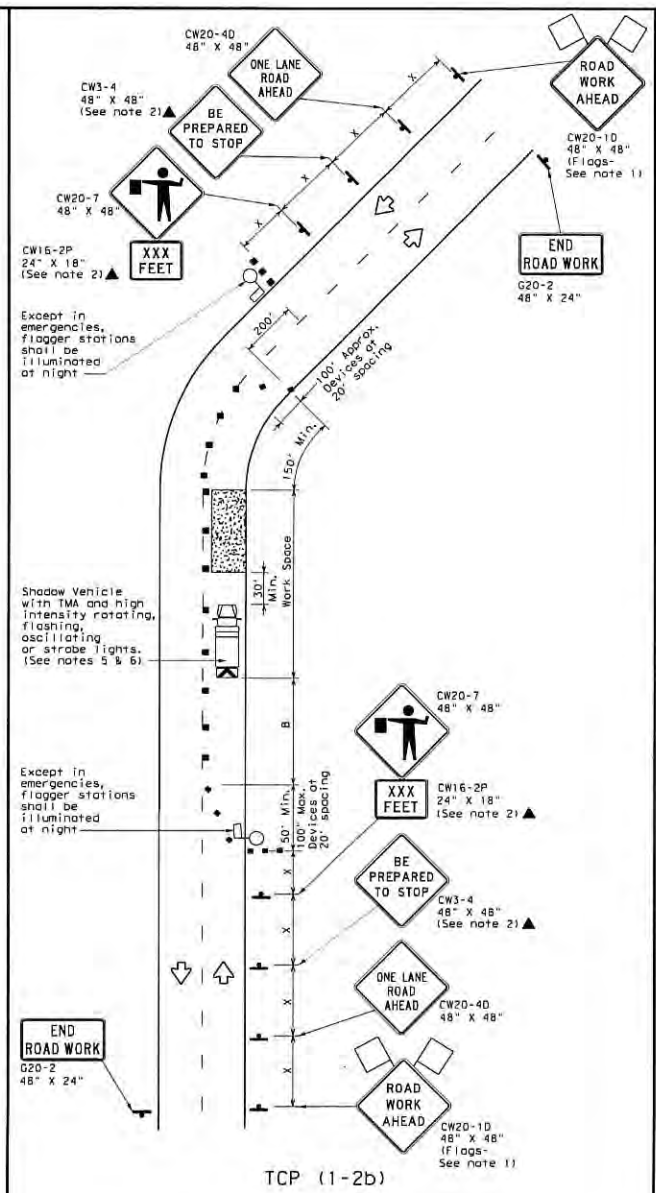
TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.
151				



TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn | DN: | CK: | DW: | CK:
©TxDOT December 1985
CONT | SECT | JOB | HIGHWAY
REVISIONS
4-90 4-98
2-94 2-12
1-97 2-18
DIST | COUNTY | SHEET NO.
152

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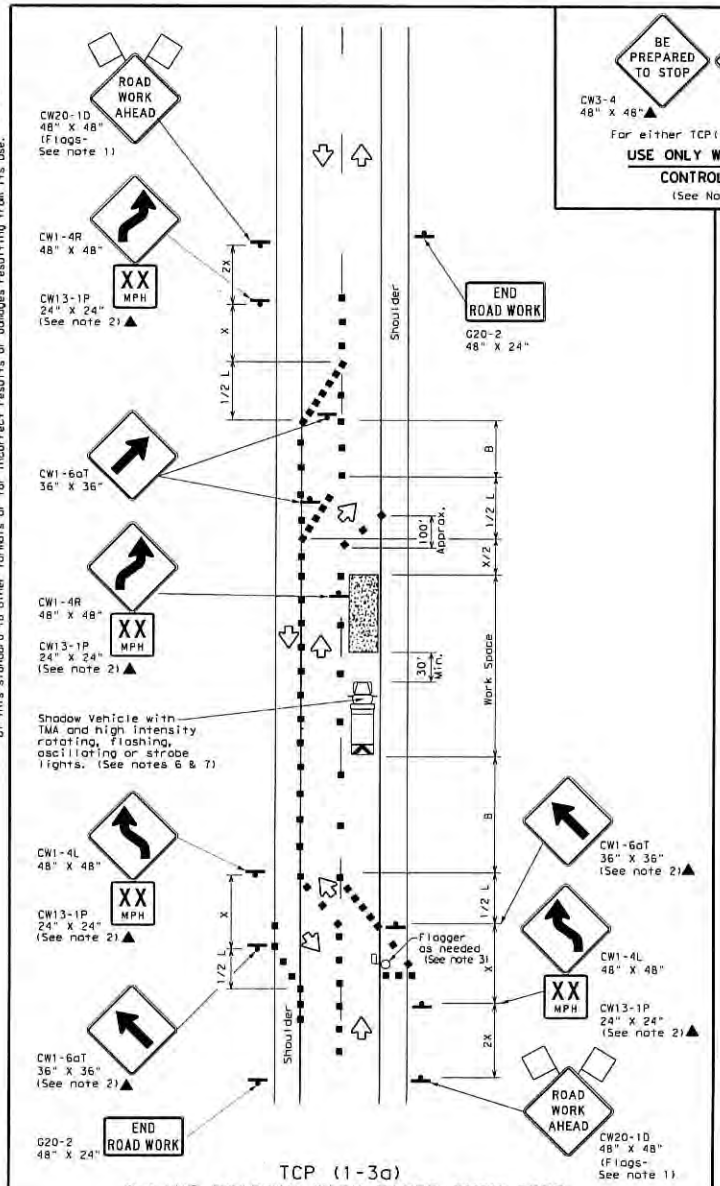
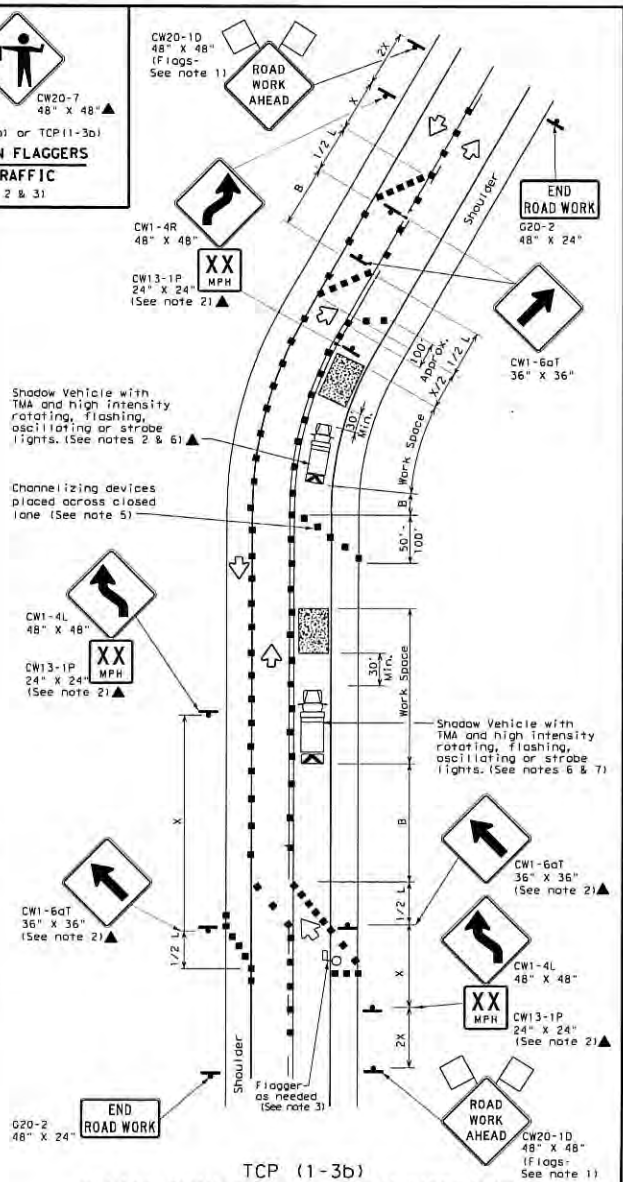


TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW

USE ONLY WHEN FLAGGERS CONTROL TRAFFIC
(See Notes 2 & 3)



TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/25 where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

Texas Department of Transportation

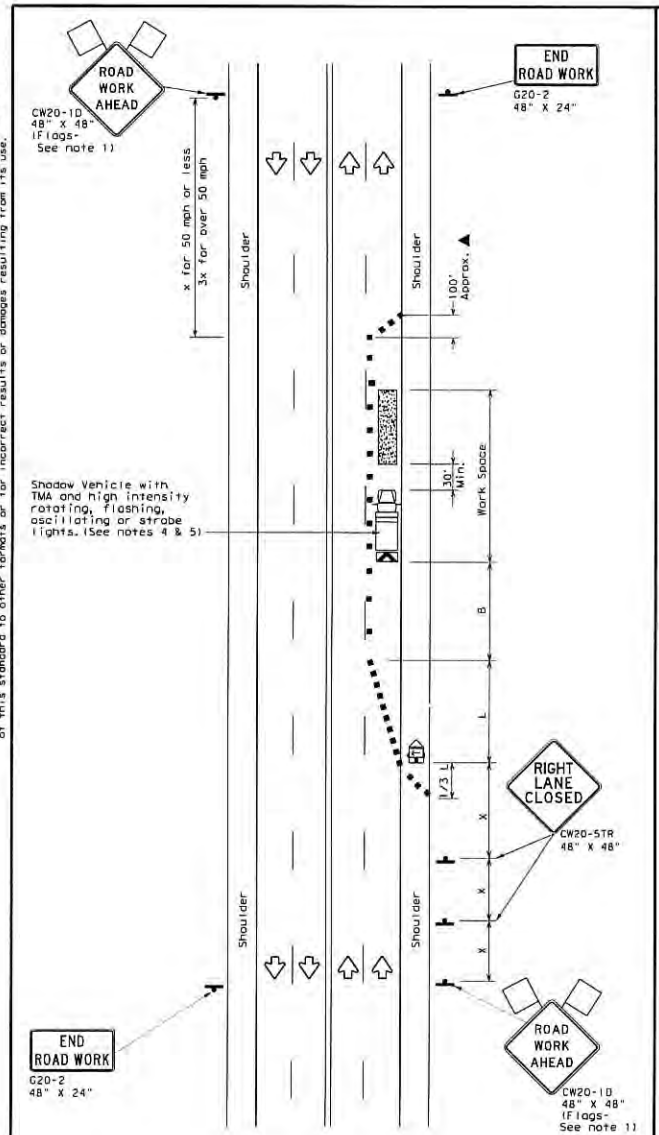
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS

TCP(1-3)-18

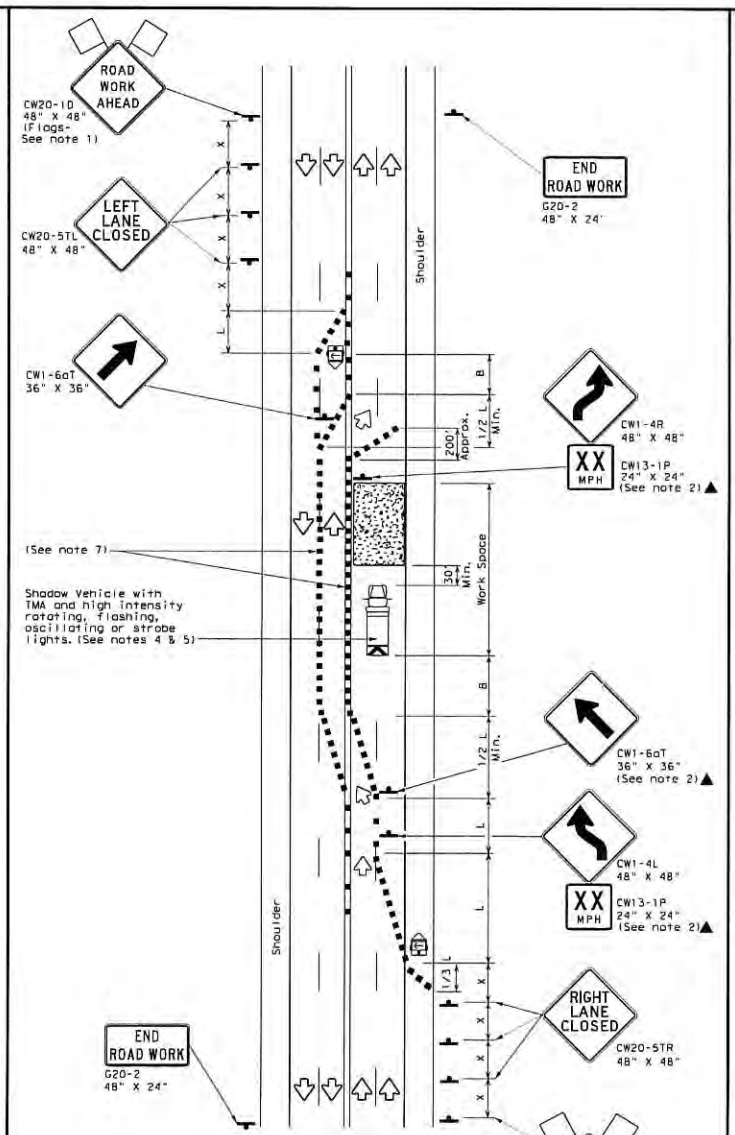
FILE: tcp1-3-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

154



TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure , CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

FILE: tcp1-4-18.dgn	DN:	CK:	DW:	CK:
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REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

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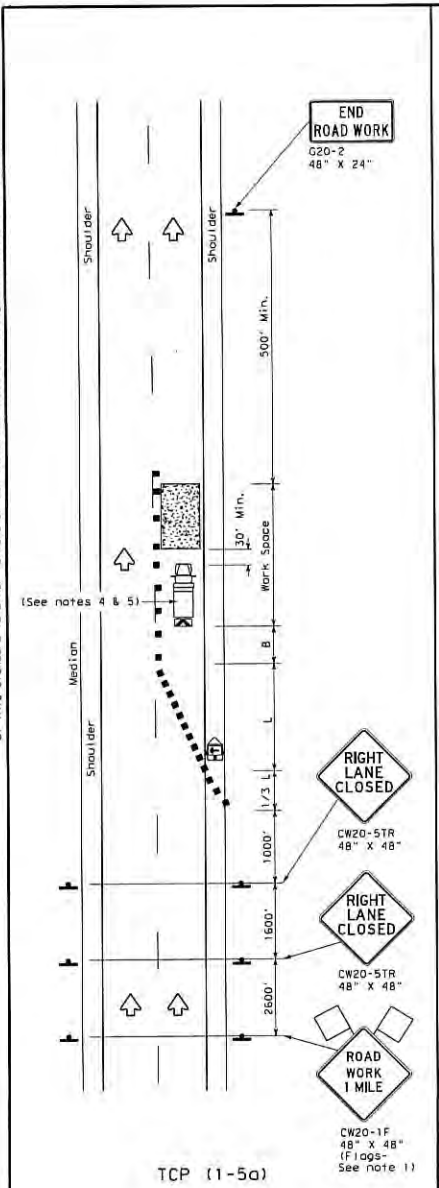
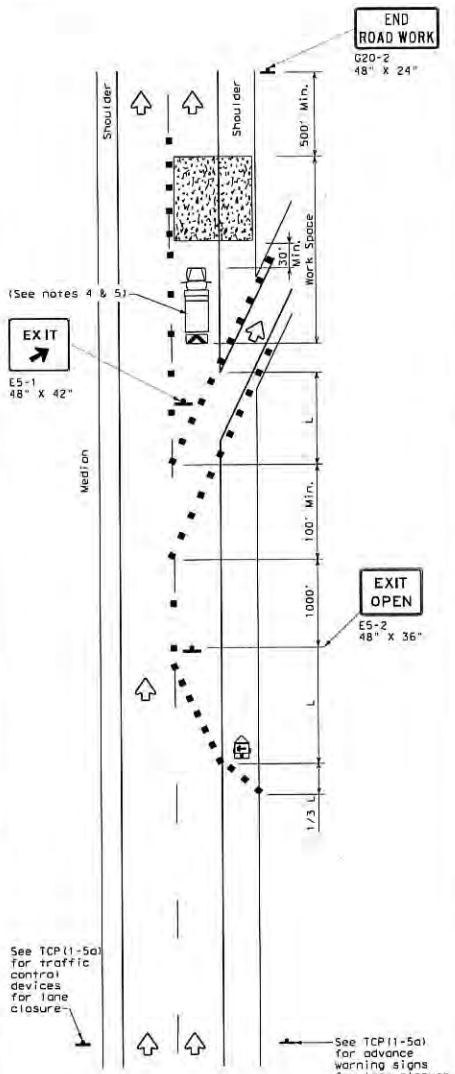


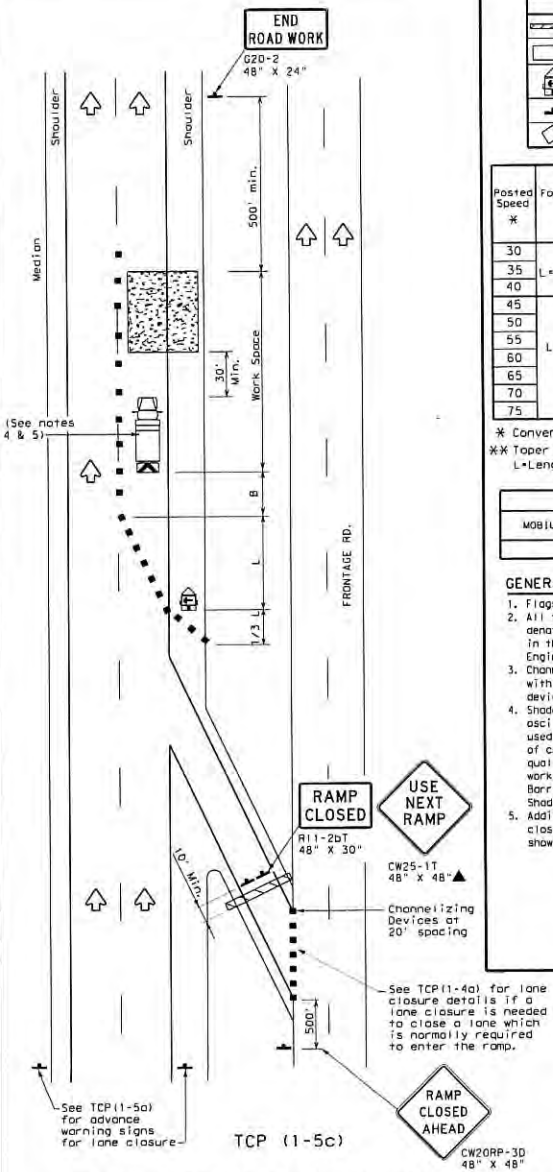
TCP (1-5a)

ONE LANE CLOSURE



TCP (1-5b)

LANE CLOSURE NEAR EXIT RAMPS



TCP (1-5c)

LANE CLOSURE NEAR ENTRANCE RAMPS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

TCP(1-5)-18

FILE: tcp1-5-18.dgn	DN:	CK:	DW:	CK:
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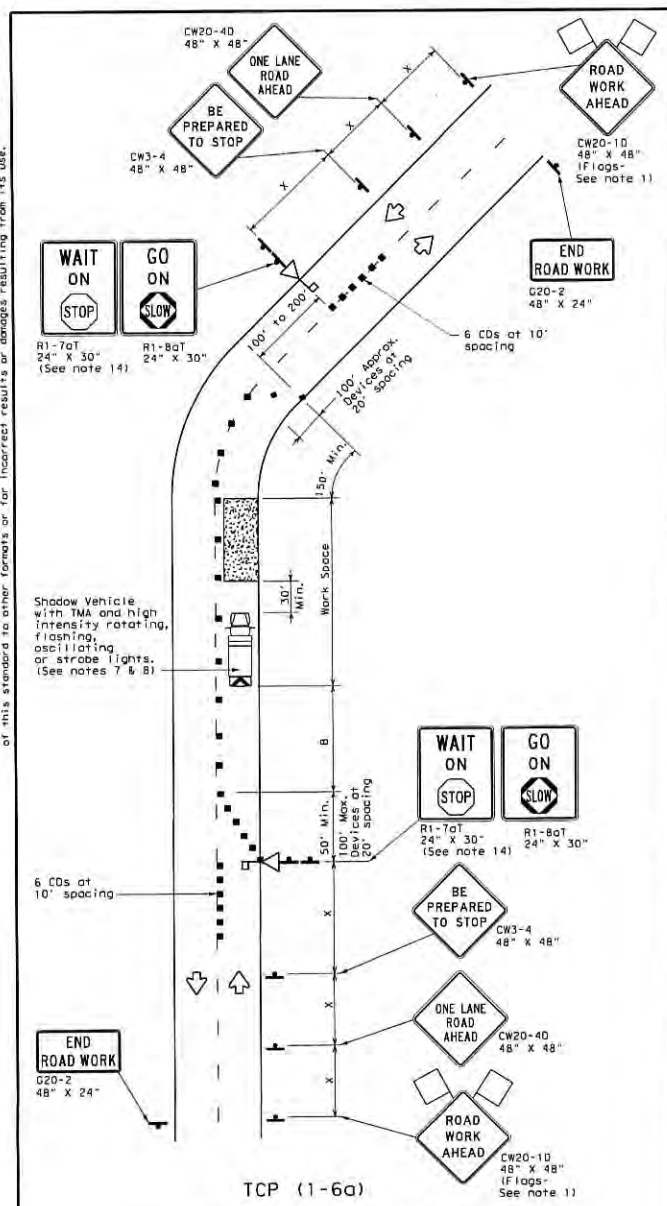
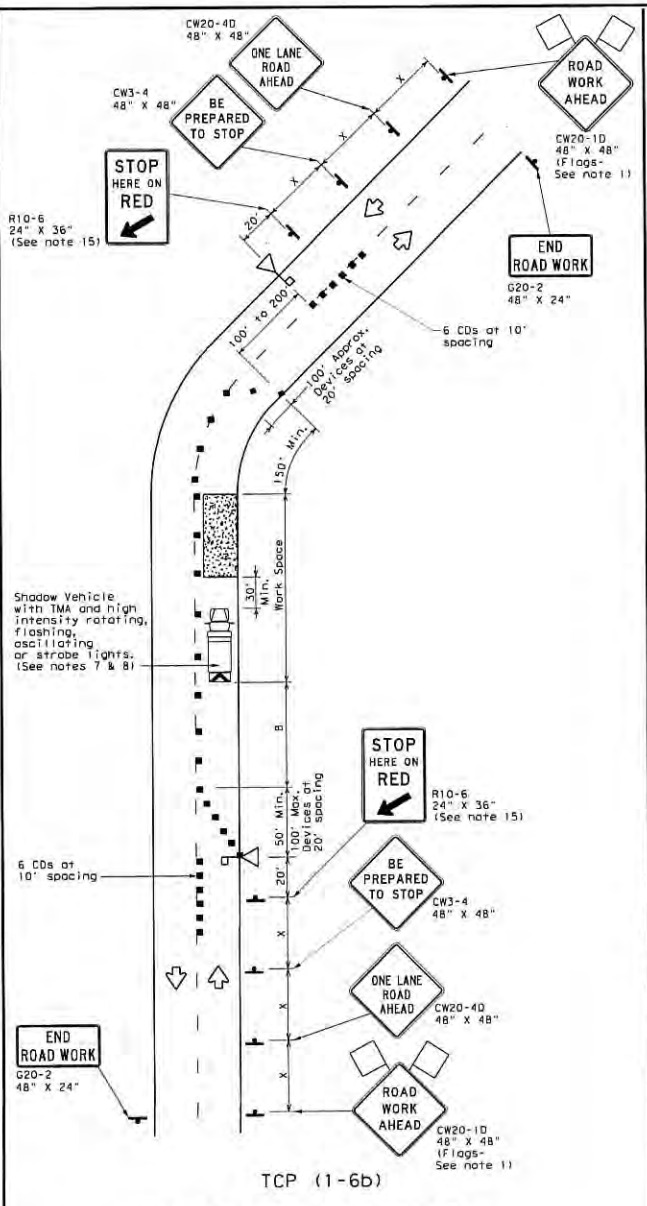


TCP (1-6a)

ONE LANE TWO-WAY
CONTROL WITH STOP/SLOW AFADs



TCP (1-6b)

ONE LANE TWO-WAY CONTROL
WITH RED/YELLOW LENS AFADs

LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)

TCP(1-6)-18

FILE: tcp1-6-18.dgn	DN:	CK:	DW:	CK:
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REVISIONS 2-18	DIST	COUNTY		SHEET NO.

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DATE:
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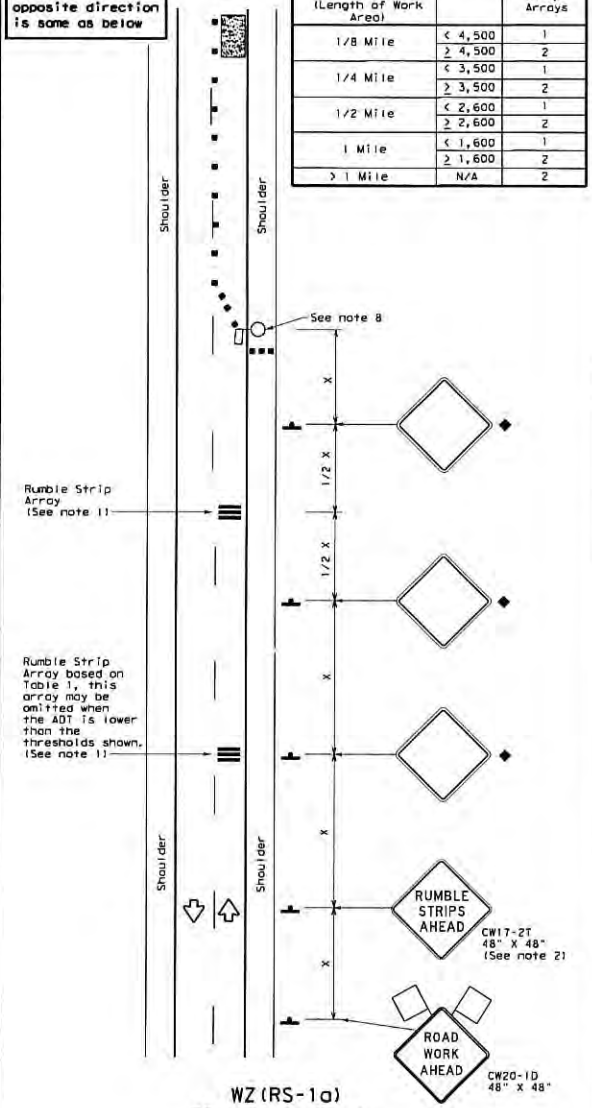
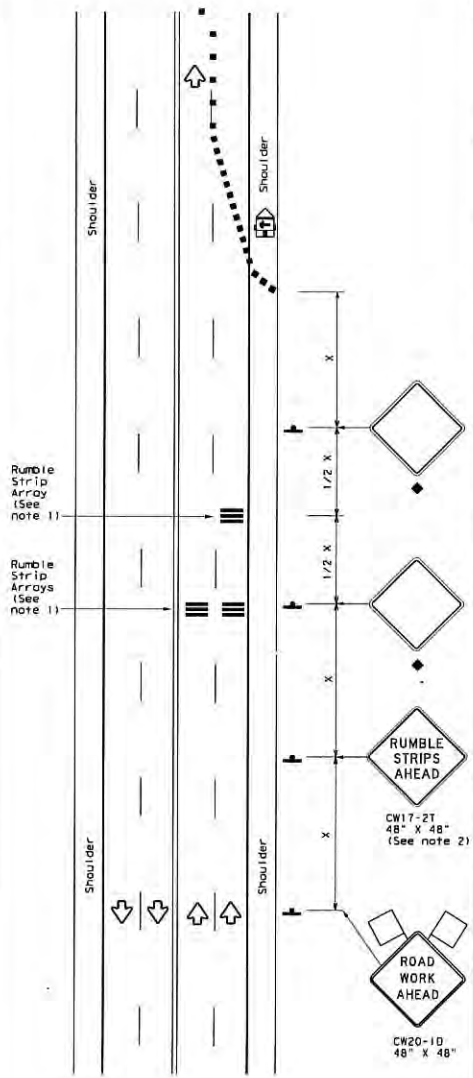
Warning sign and rumble strip sequence in opposite direction is same as below

TABLE 1		
Flagger to Flagger (Length of Work Area)	ADT	# of Rumble Strip Arrays
1/8 Mile	≤ 4,500	1
	≥ 4,500	2
1/4 Mile	≤ 3,500	1
	≥ 3,500	2
1/2 Mile	≤ 2,600	1
	≥ 2,600	2
1 Mile	≤ 1,600	1
	≥ 1,600	2
> 1 Mile	N/A	2



WZ(RS-1a)
75 mph or Less

RUMBLE STRIPS ON ONE-LANE TWO-WAY APPLICATION



WZ(RS-1b)
75 mph or Less

RUMBLE STRIPS FOR LANE CLOSURE ON CONVENTIONAL ROADWAY

GENERAL NOTES

1. Each Rumble Strip Array should consist of three rumble strips spaced center to center at the spacing shown in Table 2, placed transverse across the lane at locations shown.
2. The CW17-2T "RUMBLE STRIPS AHEAD" sign should be located after the CW20-1D "ROAD WORK AHEAD sign and spaced as shown. If traffic is observed to be queuing, or is expected to queue beyond the Rumble Strips, the CW17-2T sign and the first Rumble Strip Array may be located upstream of the CW20-1D sign as necessary to provide needed warning.
3. Temporary Rumble Strips will be considered subsidiary to Item 502, and shall be a product listed on the Compliant Work Zone Traffic Control Devices.
4. Removal of the Temporary Rumble Strips should be accomplished before removing the advance warning signs.
5. Temporary Rumble Strips should not be used on horizontal curves, loose gravel, soft or bleeding asphalt, heavily rutted pavements or unpaved surfaces.
6. Temporary Rumble Strips shall be installed and maintained as per manufacturer's recommendations.
7. This standard sheet shall be used in conjunction with other appropriate TCP standard, TMUTCD typical application or project specific detail for the project.
8. The one-lane two-way application may utilize a flagger, an AFAD or a portable traffic signal.
9. Temporary Rumble Strips may be used on freeways or expressways based on engineering judgment.

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Panel	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT)
S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

◆ Signs are for illustrative purposes only. Signs required may vary depending on the TCP, TMUTCD Typical Application, or project specific details for the project.

TABLE 2	
Speed	Approximate distance between strips in an Array
≤ 40 MPH	10'
> 40 MPH & ≤ 55 MPH	15'
> 55 MPH	20'

Texas Department of Transportation

Traffic Operations Division Standard

TEMPORARY RUMBLE STRIPS

WZ(RS)-16

FILE:	wzrs16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS					
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4-16					

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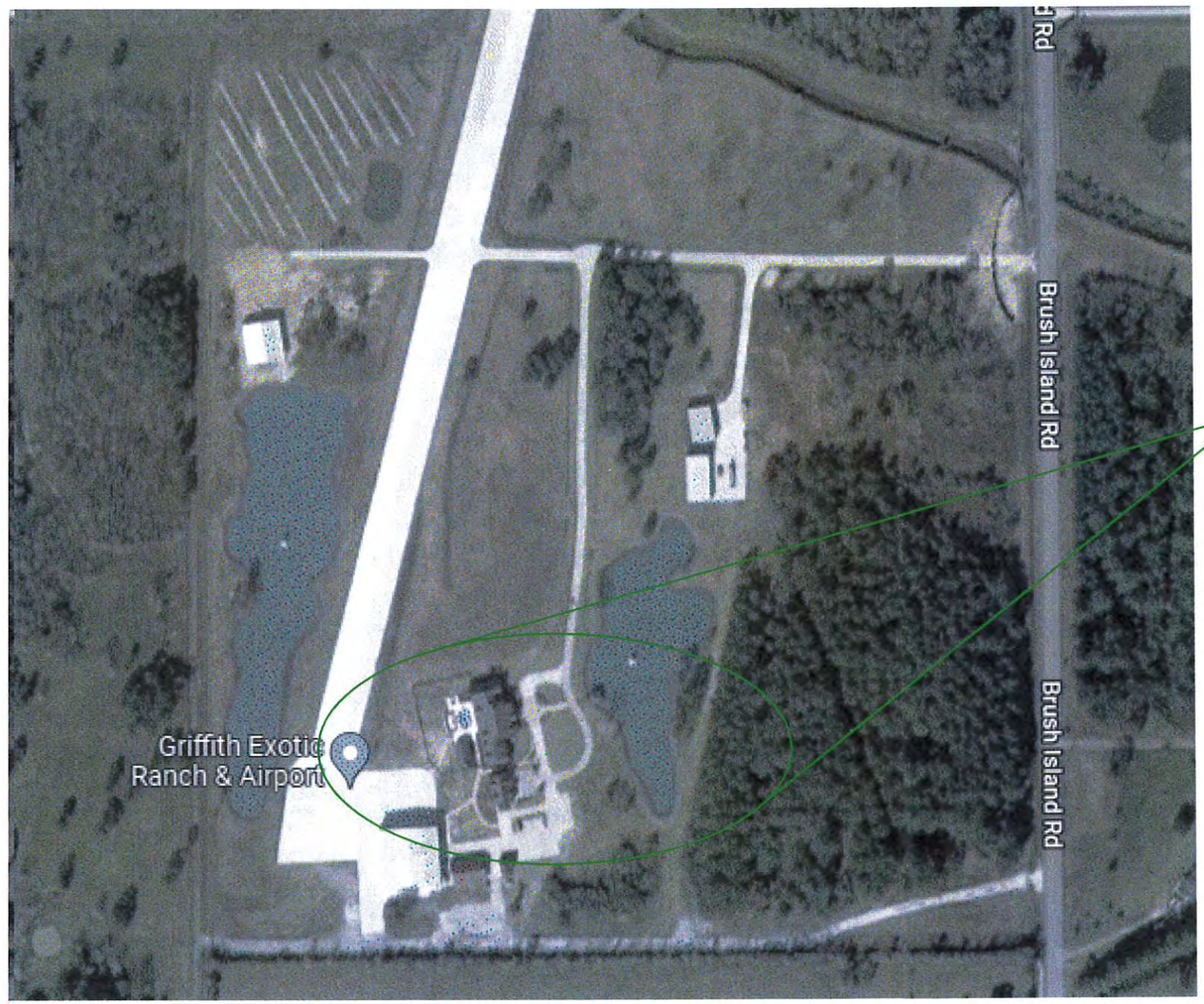
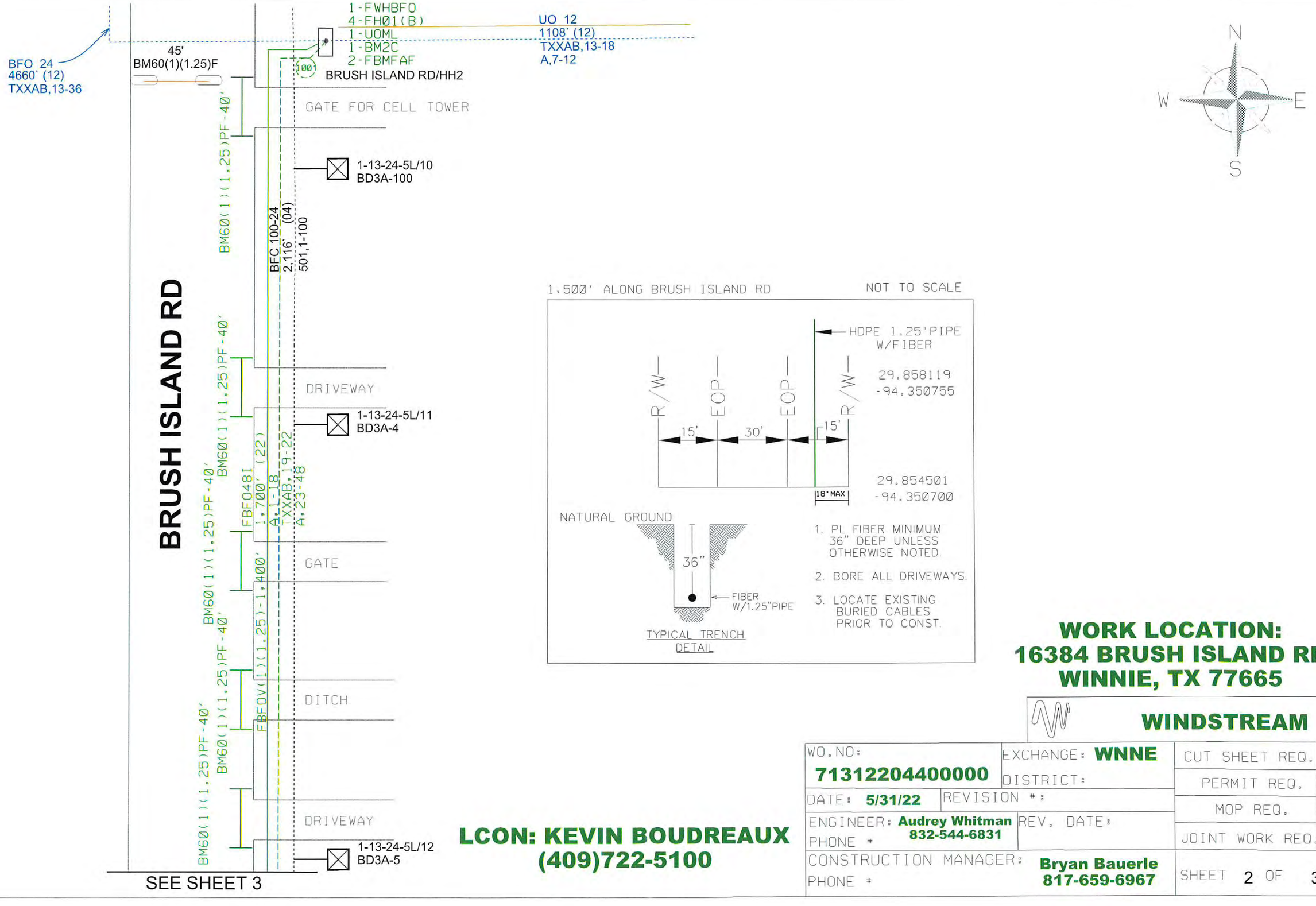


WORK LOCATION:
16384 BRUSH ISLAND RD
WINNIE, TX 77665

WINDSTREAM

LCON: KEVIN BOUDREAUX
(409)722-5100

WO. NO: **71312204400000**	EXCHANGE: **WNNE** DISTRICT:	CUT SHEET REQ.	N
DATE: **5/31/22**	REVISION #:	PERMIT REQ.	Y
ENGINEER: **Audrey Whitman** PHONE # **832-544-6831**	REV. DATE:	MOP REQ.	N
CONSTRUCTION MANAGER: **Bryan Bauerle** PHONE # **817-659-6967**		JOINT WORK REQ.	N
		SHEET 1 OF 3	



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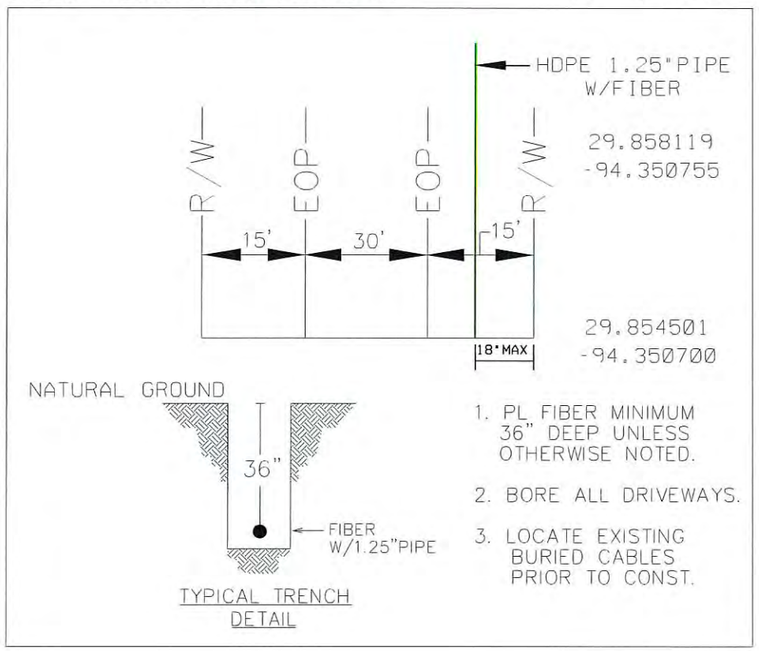
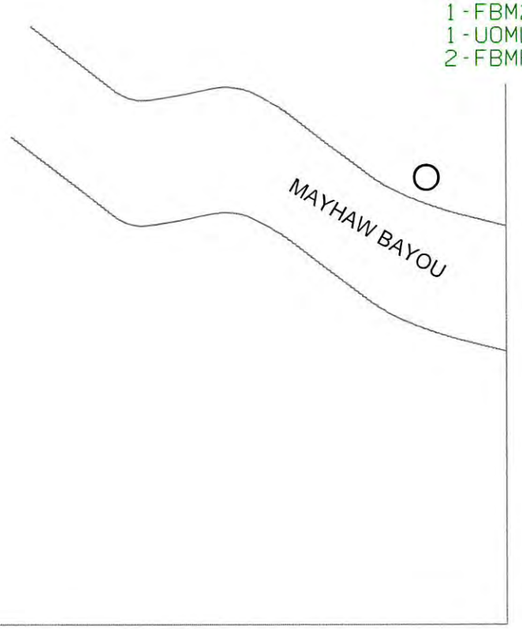
CONSTRUCTION MANAGER: **Bryan Bauerle** PHONE # **817-659-6967**		SHEET 2 OF 3	

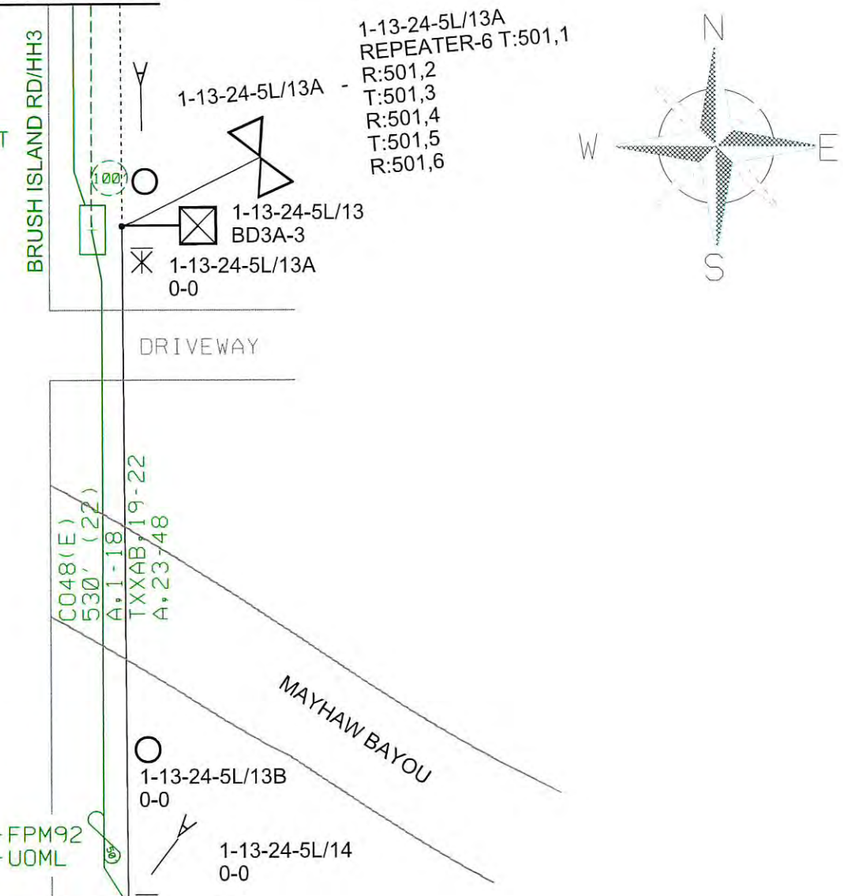
1,500' ALONG BRUSH ISLAND RD NOT TO SCALE



TYPICAL TRENCH DETAIL

SEE SHEET 2





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WINDSTREAM

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	DISTRICT:	PERMIT REQ.	Y
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