

Notice of Meeting and Agenda
October 04, 2022

Special, 10/4/2022 10:30:00 AM

BE IT REMEMBERED that on October 04, 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

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

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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
October 04, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **04th** day of **October 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

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

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PURCHASING:

- (a). Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County with Republic Services of Beaumont and BAK Global, LLC as shown as Attachment A.

SEE ATTACHMENTS ON PAGES 633-636

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 22-057/JW) with LJA Engineering, Inc. for environmental consulting services for the continued implementation of the Pesticide General Permit (for service period of October 1, 2022 – September 30, 2023) for the Jefferson County Mosquito Control District; with estimated cost not to exceed \$9,200.00 without approval

SEE ATTACHMENTS ON PAGES 19 - 22

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c). Execute, receive and file contract for Invitation for Bid (IFB 22-028/JW) Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport to RAMTEX Industrial, LLC. in the amount of \$185,747.38; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project was awarded to RAMTEX Industrial, LLC. on September 13, 2022. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

SEE ATTACHMENTS ON PAGES 23 - 487

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (d). Consider and approve, execute, receive and file an agreement (Agreement 22-059/JW) with Thomson Reuters (Westlaw) and Jefferson County for West Complete Library (Law Books) Subscription for the 136th District Court. This two-year agreement will be effective November 1, 2022 through October 31, 2023; at a monthly cost of \$52.42 for the first year of the agreement, and \$56.61 for the second year of the agreement.

SEE ATTACHMENTS ON PAGES 488 - 493

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (e). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 22-061/DC) with LJA Engineering, Inc. for Environmental Consulting Services for the continued implementation of Jefferson County's Stormwater Management Program for the period of October 1, 2022 through September 30, 2023, for an estimated cost of \$15,000.00, which will not be exceeded without prior approval.

SEE ATTACHMENTS ON PAGES 494 - 498

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (f). Consider and approve, execute, receive and file a 30/50 Agreement (Agreement 22-062/DC) with Function 4 for Printer Maintenance with the District Clerk's Office for a monthly payment of \$570.00. This in accordance with the Region V Contract 20210304.

SEE ATTACHMENTS ON PAGES 499 - 501

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (g). Consider and approve, execute, receive and file an agreement (Agreement 22-060/JW) with Thomson Reuters (Westlaw) for an online access subscription for the 279th Civil District Court. This agreement is for a one-year term (November 30, 2022 – November 29, 2023), for a monthly cost of \$60. This is in accordance with DIR Contract # DIR-LGL-CALIR-02 (Contract Option: 1A, Contract Renewal Year: 6).

SEE ATTACHMENTS ON PAGES 502 - 519

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (h). Consider and approve Task Order #4 for (RFP 21-024/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County with Tidal Basin Government Consulting, LLC. in response to 2020 Flood Mitigation Assistance (FMA) grant with the Texas Water Development Board for the elevation of four (4) homes in Jefferson County for an amount not to exceed \$73,456.22; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 520 - 522

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (i). Consider and possibly approve Change Order No. 2 for Contract No. (RFQ) 20-051/JW, Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County with DE Corporation (Dannenbaum Engineering) for additional engineering design services to design specifications for the removal of a shared use path and other items requested by TXDOT. This change order will increase the contract in the amount of \$138,445.76; bringing the total contract amount from \$506,167.73 up to \$644,613.49. Funding for the amount of this change order will be through a 50/50 split of the cost between the County and Drainage District No. 6. Funding has also been provided (prior to this change order) from the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 523 - 528

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– Road & Bridge Pct 4 – additional cost for utilities.

SEE ATTACHMENTS ON PAGES 529 - 529

114-0402-431-2003	EMPLOYEES' INSURANCE		\$2,400.00
114-0405-431-4056	ELECTRICITY	\$2,400.00	

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Receive and file revised County Health Authority agreement with Ezea Ede, M.D. effective October 1, 2022.

SEE ATTACHMENTS ON PAGES 530 - 535

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

- (c). Consider and authorize the County Judge to execute a Texas Safety Program Grant agreement between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period 10/01/2022 to 09/30/2023.

SEE ATTACHMENTS ON PAGES 536 - 545

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

- (d). Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for October insurance reimbursement.

NO ATTACHMENTS

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

- (e). Consider and approve directing that all money that otherwise would be deposited in a salary fund shall be deposited in the general fund of the county in accordance with Local Government Code section 154.007.

NO ATTACHMENTS

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

- (f). Consider and approve revised inter-local agreement with Jefferson County Drainage district No. 6 for the Drainage Ditch 110-B Project.

SEE ATTACHMENTS ON PAGES 546 - 548

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

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- (g). Consider and approve public defender contract agreements for the Criminal District Court with Langston Adams, John D. West, and Donald Duesler all effective 10/1/2022.

SEE ATTACHMENTS ON PAGES 549 - 563

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (h). Consider and approve termination of public defender contract agreement for the Criminal District Court with David Grove effective 9/30/2022.

SEE ATTACHMENTS ON PAGES 564 - 564

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (i). Consider and approve public defender contract agreement for the 252nd District Court with Marvin Lewis, Jr. effective 10/1/2022.

SEE ATTACHMENTS ON PAGES 565 - 569

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (j). Consider and approve public defender contract agreement for the Criminal District Court and the 252nd District Court with Jason Nicks effective 10/1/2022.

SEE ATTACHMENTS ON PAGES 570 - 574

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (k). Regular County Bills – check #499338 through check #499570.

SEE ATTACHMENTS ON PAGES 575 - 583

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY AIRPORT:

- (a).Consider and possibly approve FY2023 TxDOT Routine Airport Maintenance Program (RAMP) Grant for the Jack Brooks Regional Airport. This grant will be used for the maintenance and improvement of airport pavements, signage, drainage, fencing, herbicides, hangars and terminal buildings.(This grant is a 50% match, up to \$50,000)

SEE ATTACHMENTS ON PAGES 584 - 596

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b).Consider and possibly approve and authorize the County Judge to execute GLO Contract 22-039-000-D069. This contract will allow the General Land Office to use designated Airport property for staging of vehicles and equipment before and or after a disaster.

SEE ATTACHMENTS ON PAGES 597 - 607

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider and possibly approve the 2023 County Holidays.

SEE ATTACHMENTS ON PAGES 608 - 608

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b).Consider and possibly approve a Proclamation for National 4-H Week in Jefferson County.

SEE ATTACHMENTS ON PAGES 609 - 609

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (c).Consider and possibly approve a Resolution in Support of State Funding to Match Competitive Federal Rail Programs.

SEE ATTACHMENTS ON PAGES 610 - 611

Motion by: Alfred

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

TAX OFFICE:

- (a).Consider and possibly approve waiver of penalty and interest for Kirk A. Blood pursuant to Sec. 33.011 of the State Property Tax Code.

SEE ATTACHMENTS ON PAGES 612 - 614

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Overweight Vehicle Permit 04-OW-22 and Road Use Agreement to Primoris Energy Services Corporation, for the purpose of pipeline construction and hauling of materials along Jefferson County roads. This project is located in Precinct 1 and 4.

SEE ATTACHMENTS ON PAGES 615 - 630

Motion by: Alfred

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

HUMAN RESOURCES:

- (a).Consider and possibly approve orders to authorize the following change to TCDRS Plan Provisions for Jefferson County to be effective January 1, 2023. Adopt a flat rate 2% COLA for retirees.

SEE ATTACHMENTS ON PAGES 631 - 631

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

- (a).Consider and possibly approve a Resolution recognizing Ted W. Lalonde for his 11 years and 6 months of service to the Jefferson County Sheriff's Office and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 632 - 632

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, 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

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There being no further business to come before the Court at this time, same is now here adjourned on this date, October 04, 2022.

Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Item 1. Standard Waste Containers (10 cubic yards & under)

Waste Containers shall be provided and serviced by the successful bidder.

				Republic Services of Beaumont	
Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	2	8 cu yd	1 day per week	\$166.27	\$0.00
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	\$83.13	\$0.00
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	\$83.13	\$0.00
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	\$519.60	\$0.00
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	\$519.60	\$0.00
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	\$519.60	\$0.00

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	\$83.13	\$0.00
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	\$83.13	\$0.00
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	\$73.61	\$0.00
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	\$83.13	\$0.00
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	\$83.13	\$0.00
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	\$79.23	\$0.00
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	\$147.22	\$0.00
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	\$519.60	\$0.00
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	\$83.13	\$0.00
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Capt. Jerry Lowe 409-726-2950	1	4 cu yd	1 day per week	\$73.61	\$0.00
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week	\$73.61	\$0.00
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	\$623.52	\$0.00

Item 2: Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

				Republic Services of Beaumont	
Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	30 cu yd	Will call	\$370.00	\$100 One time delivery fee per container if needed
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauburger 409-726-2520	1	40 cu yd	Will call	\$380.00	\$100 One time delivery fee per container if needed
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	\$290.00	\$100 One time delivery fee per container if needed
Ford Park Pavillion 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	\$290.00	\$100 One time delivery fee per container if needed

Item 3: Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena. Disposal facility shall treat and/or dispose of all compacted waste into this container.

				Republic Services of Beaumont	
Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Ford Park Arena 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	Will call	\$325.00	\$0.00

Item 4. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price. When noting pricing, include any costs for stops when containers are not hauled.

			BAK Global LLC	
Location	Qty	Frequency of Stop (Subject to Change)	Price Per Container Per Haul	Additional Costs
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	Will Call	\$50.00	\$0.00
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	Will Call	\$50.00	\$0.00
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	Monthly	\$50.00	\$0.00
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	Monthly	\$50.00	\$0.00
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	Monthly	\$50.00	\$0.00
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	Monthly	\$50.00	\$0.00
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	Monthly	\$50.00	\$0.00
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	Monthly	\$50.00	\$0.00
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	Will Call	\$50.00	\$0.00
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	Will Call	\$50.00	\$0.00

Item 5. Pharmaceutical Container Disposal**When noting price, include any costs for stops when containers not hauled.**

			BAK Global LLC	
Location	Qty	Frequency of Stop (Subject to Change)	Price Per Container Per Haul	Additional Costs
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	Will call	\$50.00	\$0.00
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	Will call	\$50.00	\$0.00
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	Will call	\$50.00	\$0.00
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	Monthly	\$52.00	\$0.00
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	Monthly	\$52.00	\$0.00

Republic Services of Beaumont

6425 State Highway 347
 Beaumont TX 77705
 attn: Jade Rayburn
 JRayburn@republicservices.com
 ph: 409-728-6856
 fx: 409-724-1406

BAK Global LLC

5719 Peacock St.
 Houston, TX 77033
 attn: Rosalynn Rice-Bakayoko
 rose@pledge.com
 ph: 832-654-2991

PROPOSAL

September 20, 2022

Denise Wheeler
Director
Jefferson County Mosquito Control
8905 First Street
Beaumont, Texas 77705

Re: Environmental Consulting Services (Proposal No. 22-14300)
Pesticide General Permit Implementation FY 2023
(October 1, 2022 – September 30, 2023)

Ms. Wheeler,

Submitted for your review is an outline of proposed services for the continued implementation of Jefferson County's Pesticide General Permit for FY 2022 (October 1, 2022 – September 30, 2023) and all necessary actions to facilitate the renewal of the County's permit coverage under TPDES General Permit TXG870000.

Scope of Work and Deliverables:

- Update pesticide/herbicide application map and inventory
- Conduct annual update of integrated pest management
- Develop/Review pesticide discharge management plan
- Development of annual report

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$9,200.00**. These cost will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

We appreciate your consideration of our firm for this project. If this proposal meets with your approval, please provide a signature on this proposal letter and the attached agreement and return to our office.

Sincerely,



John Conciencie, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: (409) 833-3363
Direct: (409) 554-8980
Email: jconciencie@lja.com

APPROVED BY:
JEFFERSON COUNTY

By: 

Name: JEFF R. BRANTICK

Title: JEFFERSON COUNTY JUDGE

Date: OCTOBER 4, 2022

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on September 20, 2022 is by and between Jefferson County with address at 1149 Pearl Street, Beaumont, Texas 77701 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
JEFFERSON COUNTY

By: _____

Printed Name: JEFF R. BRANICK

Title: JEFFERSON COUNTY JUDGE

Effective Date: OCTOBER 4, 2022

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTEST
DATE 10-4-2022

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

Printed Name: John Concienne, CPESC

Title: Vice President



ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which

by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

7. INDEMNITY. LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

8. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

9. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

10. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 409833 3363 f 409833 0317 LJA.com TBPE F-1386 TBPLS 10105600

Pesticide General Permit Term 3

Scope of Services and Estimated Budget

Jefferson County, Orange County, and Chambers County

Implementation Tasks	Fiscal Year 2023
Pesticide Discharge Management Plan Map & Inventory	
Review/Update Pest Management Areas and Treatment Area Maps	\$6,000.00
Update Inventory of Current Pesticides/Herbicides and Alternatives	
Record Maintenance/Data Entry	
Pesticide Discharge Management Plan Updates/Development	
Develop/Review of Draft PDMP	\$5,600.00
Final PDMP Development	
Record Maintenance/Data Entry	
Field Procedures and Documents	
Facility Inspections	\$6,200.00
Update Equipment Calibration Procedures	
Update Inspection Guidance and Forms	
Update Adverse Incident Reporting Guidance and Forms	
Update Corrective Actions Guidance	
Record Maintenance/Data Entry	
Additional Services	
Stakeholder Representation	\$9,800.00
Annual Report Development	
Total Estimated Budget	\$27,600.00
Cost Per Entity (based on 3 entities)	\$9,200.00

*Service Period: October 1, 2022 - September 30, 2023

CONTRACT

THIS AGREEMENT made this 4th day of October, 2022, by and between

RAMTEX Industrial, LLC, a Corporation organized and existing under the laws of the State of **Texas** hereinafter called the "Contractor", and **JEFFERSON COUNTY, TEXAS**, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the **Base Bid**, **not to exceed a total contract value of: \$185,747.38** subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Notice to Proceed" and to complete the work within **30 (THIRTY)** consecutive calendar days thereafter (except as modified in accordance with the GENERAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the PROPOSAL of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

THIS CONTRACT DOCUMENT (Pages 1-2), Executed, Dated, and Attested. (PAGES 1-2)

ATTACHMENT A
EXHIBIT A (Pages A.1 - A.188):

BID SPECIFICATIONS (INCLUDES TECHNICAL SPECIFICATIONS), ADDENDUM NO. 1, and ADDENDUM NO. 2

ATTACHMENT B
EXHIBIT B (Pages B.1 - B.203):

CONTRACTOR'S BID SUBMISSION

ATTACHMENT B
EXHIBIT C (Pages C.1 - C.13):

REQUIRED BIDDER DOCUMENTATION:

- Bid Surety
- Certificate of Insurance
- Performance and Payment Bonds
- Texas Ethics Commission (TEC) FORM 1295
- System for Award Management (SAM) Proof of Registration



This Agreement, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Texas, and shall comply with applicable Texas laws.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

RAMTEX Industrial, LLC.

(Contractor)

ATTEST:

Esther Salazar

By

Jordan Robbins

Esther Salazar, Project Manager
(Print the names underneath all signatures)

Title: Jordan Robbins, Business Manager

905 Jade Ave.

(Street)

Port Arthur, Tx 77640

(City)

JEFFERSON COUNTY, TEXAS

(Owner)

ATTEST:

Laurie Leister
10-4-2022

By

Jeff R. Branick
JEFF R. BRANICK JEFFERSON

LAURIE LEISTER, JEFFERSON COUNTY CLERK

Title: COUNTY JUDGE

October 4, 2022

(Print the names underneath all signatures)



CONTRACT: ATTACHMENT A



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 the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after 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 (IFB 22-028/JW) REHABILITATION OF FUEL FARM PAVEMENT AT THE JACK BROOKS REGIONAL AIRPORT

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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 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, And 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. 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 or 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/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) SUBMISSION 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 <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;"> Must file online at www.ethics.state.tx.us/File </div>																																			
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 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"> **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** </td> <td></td> <td></td> </tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>		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. <input type="checkbox"/> **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**	
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																																					
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____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																					
ADD ADDITIONAL PAGES AS NECESSARY																																					

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

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

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 physical address for bid bond return, if applicable):

Address

City, State, Zip Code

REQUIRED FORM

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

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:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 1	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Mobilization C-105	1	LS		

DESCRIPTION:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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

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

BID FORM (CONTINUED)

DESCRIPTION:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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

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

BID FORM (CONTINUED)

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 14	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Install)	200	LF		
TXDOT 506-6.6.1				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 15	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Removal)	200	LF		
TXDOT 506-6.6.2				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 16	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4" Concrete Curb	278	LF		
TXDOT 529				

DESCRIPTION:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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

Bidder: 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
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: small;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> Date Received </div>
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). <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center; font-size: small;">(attach additional forms as necessary)</p>	
6	<div style="border: 1px solid black; padding: 5px;"> AFFIDAVIT <p style="font-size: x-small;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </div> </div> <p style="font-size: x-small; margin-top: 10px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p style="font-size: x-small;">Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 10px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

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:

www.sam.gov and <https://acquisition.gov/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.

(IFB 22-028/JW) REHABILITATION OF FUEL FARM PAVEMENT AT THE JACK BROOKS REGIONAL AIRPORT

PAGE 49 OF 165

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

**Bidder: 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 . . . ?

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of DBEs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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 contact within the Prime Contractor/Consultant's organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested DBEs, and not reject bids from DBEs that qualify as lowest and responsive Bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons DBEs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected DBEs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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**

PAGE 2 OF 4

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) 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 *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

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

HOUSE BILL 89 VERIFICATION

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

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

2. **"Company"** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or 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)	\$18.82	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.

(Identifying Signature of Appointee) Phone: _____

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.

(Identifying Signature of Appointee)

Phone: _____

Attest: _____
(Name of Firm or Corporation)By: _____
(Signature)By: _____
(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.

PAGE LEFT INTENTIONALLY BLANK

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 satisfactory 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 placed 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 1/4 inch (6 mm). Any excess joint or crack sealer shall be removed from the pavement surface.

401-3.3 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. **401-3.4 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 401-3.1b. 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.

401-3.5 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 underlying 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 $\pm 2\%$ 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 $\pm 2\%$ 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 3/4 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 $\pm 1/2$ 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 refilling, rolling and compaction of all undercut areas, and for all equipment tools, labor and incidentals necessary to complete the work.

Payment will be made under:

- ~~Item P-152-4.1~~ ~~Unclassified/ 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/ft³ (600 kN-m/m³))
- 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/ft³ (2700 kN-m/m³))
- 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 μ m) sieve = maximum 0.0%
- Residue retained on a No. 10 (2.00 μ m) sieve = maximum 1.0%
- Residue retained on a No. 30 (600 μ m) 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 $\pm 1/2$ 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 $\pm 1/2$ 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:

$$\text{Equivalent Hydrated Lime (Ca(OH)}_2\text{)} = \text{Total Quicklime (CaO)} \times 1.32$$

~~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% $\pm 0.5\%$ 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)	$2.50 \leq FM \leq 3.40$	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:

$$CF = \frac{(\text{cumulative percent retained on the } 3/8 \text{ in. (9.5 mm) sieve})(100)}{(\text{cumulative percent retained on the No. 8 (2.36 mm) sieve})}$$

(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 μ m)	
No. 50 (300 μ m)	
No. 100 (150 μ m)	

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)
LiNO ₃ (Lithium Nitrate)	30 ±0.5
SO ₄ (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/m² 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 protect 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 m³) 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 $\pm 3/4$ inch (19 mm). The vertical location on the face of the slab shall be within a tolerance of $\pm 1/2$ 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 foot (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 $\pm 1/2$ 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 Saw-cut grooving. If shown on the plans, grooved surfaces shall be provided in accordance with the requirements of Item P-621.

501-4.16 Sealing joints. The joints in the pavement shall be sealed in accordance with Item P-605.

501-4.17 Protection of pavement. The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents until accepted by the 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), $\pm 1/16$ inch (2 mm), and to a width of 5/8 inch (16 mm), $\pm 1/8$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{8}$ -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 $\frac{1}{32}$ 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 subplot. 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 subplot. 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 subplot. 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 1/4 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 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 Limits¹

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 subplot 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 subplot will be computed by averaging the results of the two test specimens representing that subplot.

(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 subplot 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 subplot 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 Schedule¹

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- μ m (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

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|------------|---|
| 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, 16 th 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)
- | | |
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| ETL 97-5 | Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements |
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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 $25\% \pm 5\%$ 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
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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
3/4 inch (19 mm)	67
1/2 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 85°F (30°C), 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) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

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 x 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 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 A concrete. 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 the line, 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 finished curb 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

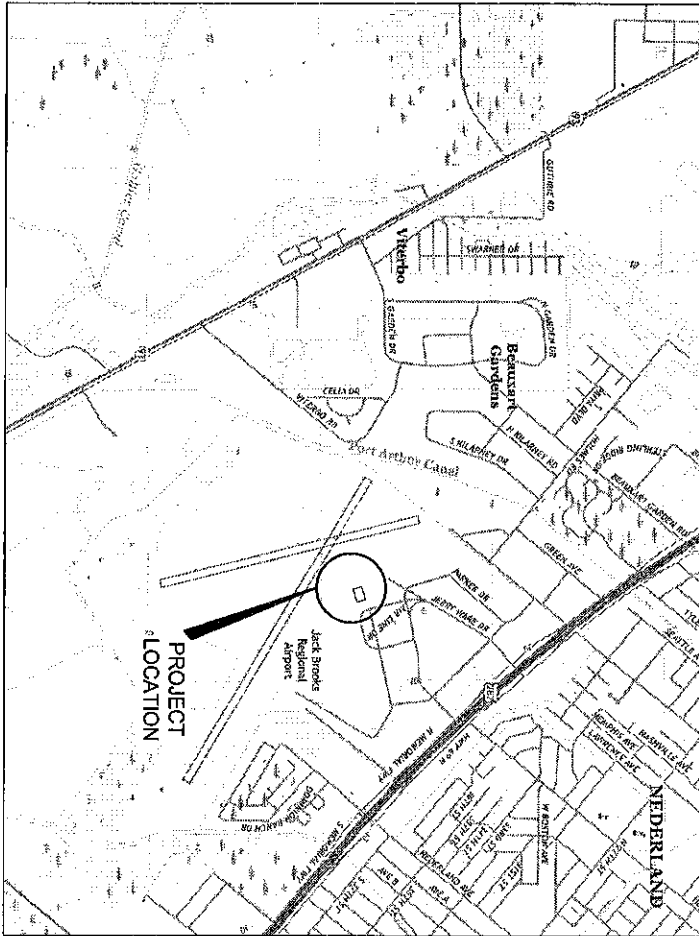
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EXHIBIT A: PAGE A-2

REHABILITATION OF FUEL FARM PAVEMENT JACK BROOKS REGIONAL AIRPORT (BPT)

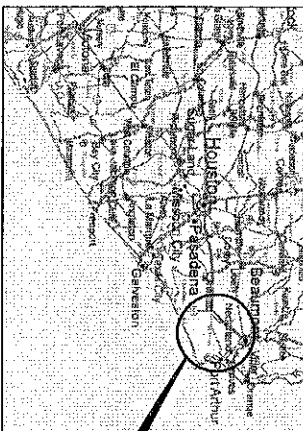
ISSUED FOR BIDDING

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.



LOCATION MAP
N.T.S.

SHEET NO.	DRAW NO.	SHEET TITLE
1	C-000	COVER PAGE
2	C-001	GENERAL NOTES AND SUMMARY OF QUANTITIES
3	C-002	PROJECT LAYOUT AND PAVING PLAN
4	C-003	SURVEY PLAN
5	C-004	SITE REMEDIATION PLAN
6	C-005	GRAVING, FILL AND PROFILE
7	C-006	SITE PAVING, JOINTING AND SPOT ELEVATIONS
8	C-007	PAVEMENT DETAILS
9	C-008	TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EROSION CONTROL LOG
10	C-009	TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EROSION CONTROL LOG
11	C-010	BARBICIDE AND CONSTRUCTION CHANNELING DEVICES

					
DATE: MAY 2022 PROJECT TITLE: REHABILITATION OF FUEL FARM PAVEMENT DRAWING TITLE: COVER PAGE		DRAWING NUMBER: C-000 SHEET NUMBER: 1 SCALE: N.T.S. DRAWN BY: AM CHECKED BY: NS		NO. _____ DATE _____ REVISION _____ GENERAL NOTE: _____	

7. 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 ENGINEERS, ADDISON COUNTY, AND THE FEDERAL AVIATION ADMINISTRATION (FAA).

2. CONTRACTOR AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH ALL PLANS, SPECIFICATIONS AND ALL APPLICABLE REGULATIONS.
3. THE CONTRACTOR SHALL MAINTAIN A DETAILED CONSTRUCTION PROGRESS SCHEDULE TO THE AGENCY, BEGINNING AFTER THE PROJECT REPRESENTATIVE APPROVES EACH WORK.
4. ALL MATERIAL, SUPPLIES OR ITEMS TO BE USED IN CONSTRUCTION OF THE PROJECT SHALL BE SUBMITTED TO THE AGENCY FOR REVIEW AND APPROVAL 14 DAYS PRIOR TO COMMENCEMENT OF THE ASSOCIATED WORK.
5. THE PROJECT PAY PERIOD ARE DETERMINED AS FOLLOWS: A. ALL WORK TO BE PERFORMED AS SHOWN IN THE PLANS SHALL BE COMPLETED WITHIN A SPECIFIC PAY PERIOD AS DETERMINED BY THE AGENCY. B. WORK NOT COMPLETED WITHIN THE PROJECT AND TO BE INCLUDED IN THE COST OF THE PROJECT PAY PERIOD WILL BE INCLUDED IN THE COST OF THE PROJECT.
6. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SAFETY FOR CONSTRUCTION PERSONNEL AND EQUIPMENT AT ALL TIMES.
7. DAMAGE TO CIVILIAN SHALL, REPAIR OR REPLACE ALL ITEMS NOT RESPONSIBLE FOR DESTRUCTION OR REMOVAL, THAT ARE DAMAGED BY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OR REPLACEMENT OF ANY EQUIPMENT, FACILITIES, INCLUDING BUT NOT LIMITED TO EXISTING PAVEMENTS, UNDERGROUND CABLES, UTILITIES, SIGNS, FENCES, EQUIPMENT ETC. CAUSED DURING CONSTRUCTION. ALL REPAIRS WILL BE MADE IN COORDINATION WITH THE AGENCY AND TO BE IN FULL COMPLIANCE WITH ALL APPLICABLE REGULATIONS. THE COST SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

1. IN THE EVENT THAT UNANTICIPATED CONTAMINATION IS ENCOUNTERED DURING CONSTRUCTION, WORK IN THE IMMEDIATE AREA WILL CEASE. CONTRACTOR SHALL NOTIFY THE RFP AND ENGINEER TO CONTACT THE RELEVANT ENVIRONMENTAL AGENCY AUTHORITY.

2. ALL WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH ALL THE LOCAL, STATE AND FEDERAL REGULATIONS.

7. EXCEPT TOPOGRAPHY SHOWN ON THE PLANS ARE BASED ON THE SURVEYED TIEBORN 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.

1. CONTRACTOR TO FIELD VERY RARE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION AND REPORT TO THE ENGINEER ANY VARIATIONS FROM THE INFORMATION SHOWN ON CONSTRUCTION PLANS.

- [illegible]

Spec	Pay Item	Description	Unit	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 P/C Pipe (2 feet)	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 Vertical Curb	LF	310		
8	P-102-4-2	Embarkment in Place	CY	20		
9	P-102-4-4	Unstable Excavation	CY	28		
10	P-155-8-1	Lime Treated Subgrade (8 inches)	SY	600		
11	P-155-8-2	Lime	TON	31		
12	P-501-8-1b	Reinforced Concrete Pavement (8 inches)	SY	530		
13	P-501-8-1c	Reinforced Concrete Pavement Ramp (8-12 inches)	SY	70		
14	TC001 SSB-6-6-1	Biodegradable Erosion Control Logs (Install)	LF	200		
15	TC001 SSB-6-6-2	Biodegradable Erosion Control Logs (Remove)	LF	200		
16	TC001 S29	Concrete Curb	LF	310		
17	See Plan	Furnish and Install Steel Barlocks	EA	2		
18	See Plan	Furnish and Install Rubber Sheet Drains	EA	4		

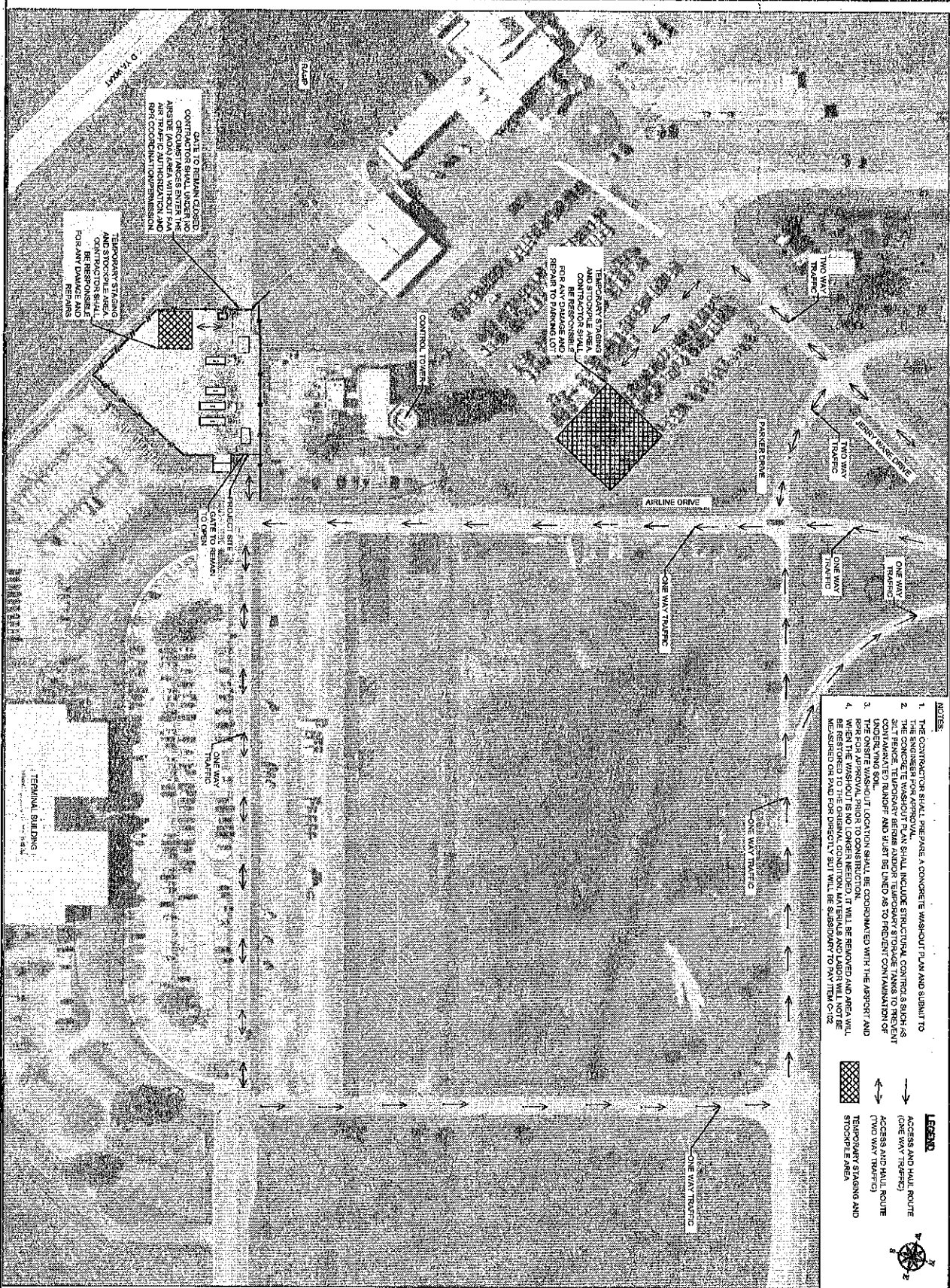
1. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING STAGING AREA AND HAUL ROUTE AS NECESSARY FOR HIS OPERATIONS. THIS ITEMS SHOULD BE SUBSIDIARY TO OTHER ITEMS IN THE CONTRACT

2. CONTRACTOR SHALL PROVIDE ACCESS ROUTES PLAN FOR APPROVAL BY THE AIRPORT AUTHORITY TO THE BEGINNING OF CONSTRUCTION. THE ACTUAL BEGIN AND LOCATION OF THE STAGING AREA, AND HOW TRUCKS WILL BE APPROVED BY THE AIRPORT AUTHORITY FOR CONSTRUCTION.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL OFF-AIRPORT ROUTES WITH THE APPROPRIATE AGENCIES.
4. THE TRUCKS TRANSPORTING LOOSE MATERIAL OFF AIRPORT PROPERTY SHALL USE LOAD COVERS AND SHALL BE LOADED SUCH THAT NO SPILLAGE OCCURS DURING TRAVEL. ALL CONTRACTOR EQUIPMENT MUST BE MAINTAINED IN GOOD WORKING ORDER. CONTRACTOR VEHICLES THAT HAVE OIL OR GREASE ON THEM MUST BE CLEANED OFF BEFORE THEY ARE ALLOWED TO ENTER THE PROJECT FOR REVIEW AND THE SHALL CLEANED UP IN ACCORDANCE WITH STATE AND FEDERAL REQUIREMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SENSIBLE AND COMPLETE OFF-ROUTE SERVICES. THE AIRPORT WILL NOT PROVIDE FACILITIES AND SERVICES TO THE CONTRACTOR DURING CONSTRUCTION. THE CONTRACTOR'S PERSONNEL ARE PROHIBITED FROM ENTERING THE AIRPORT PROPERTY. ASSOCIATION COSTS WILL BE SUBMITTED TO THE AIRPORT AUTHORITY.
6. THE RASPS UTILIZED BY THE CONTRACTOR'S STAGING AREA, STAGING AREA, AND THE MAIN ROUTES ARE TO BE RESTORED TO THE ORIGINAL CONDITION AT THE END OF THE PROJECT. ALL EXISTING ROADS OR HIGHWAYS USED AS ACCESS ROUTES, ROADS SHALL BE MAINTAINED AND IMPROVED AS REQUIRED. THE ROAD OR PAVEMENT CONDITIONS WILL BE INSPECTED DURING THE PROJECT AND AT THE END OF THE PROJECT. THE CONDITION OF THESE ROADS AND PAVEMENT SHALL BE EQUAL OR BETTER THAN AT THE START OF THE PROJECT. AS DETERMINED BY THE ENGINEER. NEARBY BUILDINGS WILL BE REQUIRED BY THE ENGINEER FOR THESE EXISTING IMPROVED ACCESS ROUTES IF CONDITIONS ARE NOT BEING MAINTAINED IN THE OPINION OF THE ENGINEER BY THE CONTRACTOR.
7. CONSTRUCTION EQUIPMENT AND VEHICLES SHALL NOT TRAVEL ON HEAVILY CONSTRUCTED PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO THE HEAVILY CONSTRUCTED PAVEMENT. ALL REPAIRS SHALL BE AT THE CONTRACTOR'S OWN RISK.
8. THE RASPS SHALL BE OPEN BEFORE ALL OTHERS, ETC., AT ALL TIMES. ANY SPILLAGE OF OIL, GREASE OR OTHER MATERIAL SHALL BE CLEANED UP IMMEDIATELY USING APPROPRIATE POWER WASHERS, BLOWERS OR OTHER APPROPRIATE EQUIPMENT BY THE CONTRACTOR. DUST GENERATED DUE TO CONSTRUCTION ACTIVITIES SHALL BE REGULARLY CONTROLLED AT ALL TIMES. A PROGRAM OF REGULARLY SCHEDULING WATER APPLICATIONS SHALL BE SUBMITTED BY THE CONTRACTOR DURING CONSTRUCTION.
9. ALL EQUIPMENT MUST BE RETURNED TO ITS STAGING AREA AT THE END OF EACH WORK DAY AND WHEN NOT IN USED IN THE CONSTRUCTION ZONE. NON-WORKING DAYS AND MONTHS WILL BE APPROVED BY THE OWNER. THE OWNER WILL DETERMINE ASIAN FOR CONSTRUCTION EMPLOYERS AUTO PERMITS.
10. ACCESS TO THE SITE.

1. CONTRACTOR SHALL INSTALL DUST PROTECTION COVERS TO PROTECT THE EXISTING FUEL TANK EQUIPMENT AND CHAIN LINK FENCE. DUST PROTECTION IS INCIDENTAL TO PAVING ITEM 55+100

[illegible]

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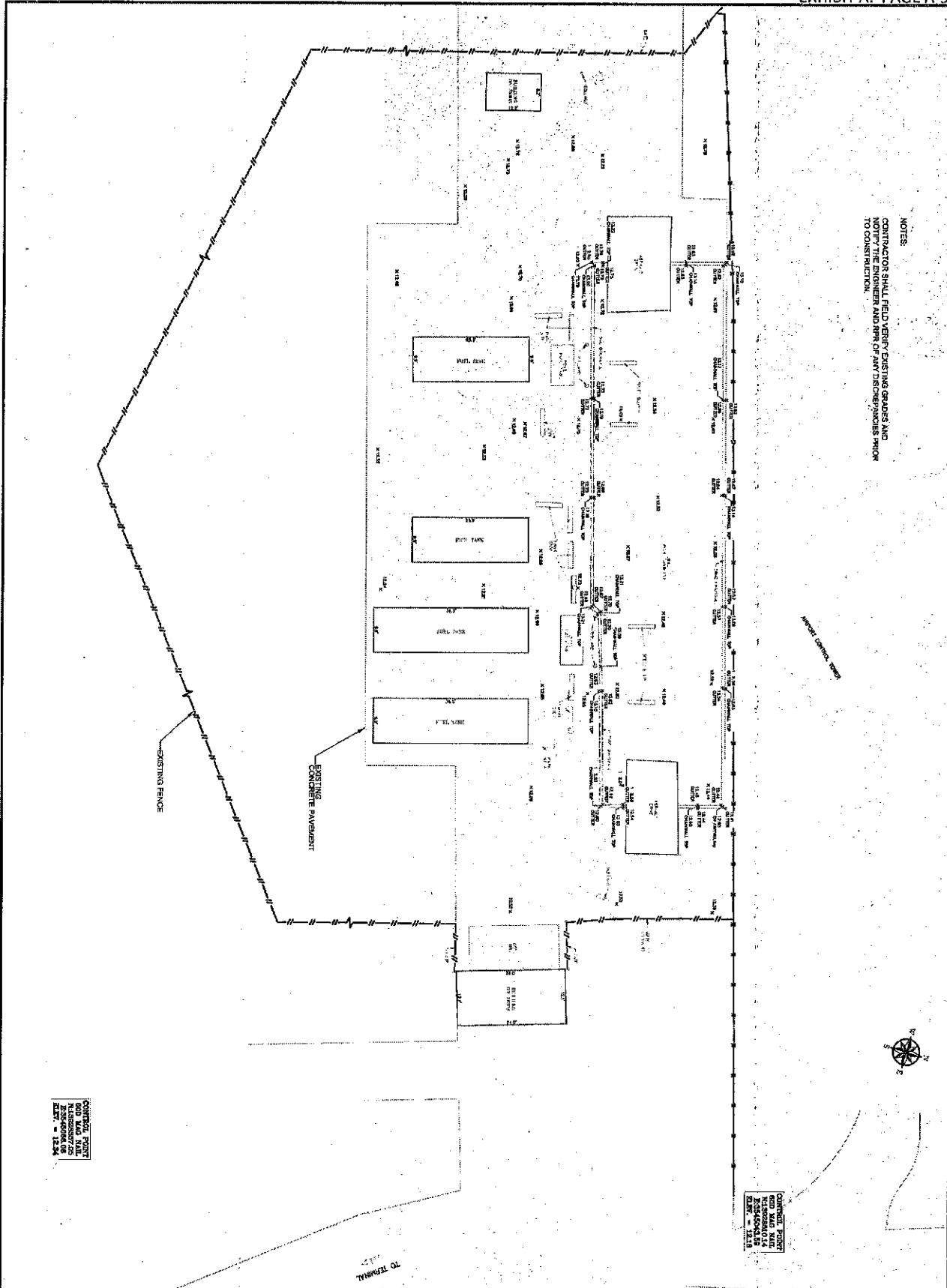
- NOTES:**
1. THE CONSTRUCTION SHALL PREPARE A CONCRETE WASHOUT PLAN AND SUBMIT TO THE ENGINEER FOR APPROVAL.
 2. THE CONCRETE WASHOUT PLAN SHALL INCLUDE STRUCTURAL CONTROL SUCH AS SPLIT FENCE, TEMPORARY BARRIER AND/OR TEMPORARY STORAGE TANKS TO PREVENT UNDERMINING OF PAVEMENT AND MUST BE LINED AS TO PREVENT CONTAMINATION OF THE ON-SITE WASHOUT LOCATION SHALL BE COORDINATED WITH THE AIRPORT AND AIRPORT APPROVAL PRIOR TO CONSTRUCTION.
 3. IF THE WASHOUT IS NO LONGER NEEDED, IT WILL BE REMOVED AND AREA WILL BE REPAVED TO MATCH EXISTING PAVEMENT.
 4. MEASURED OR PAID FOR DIRECTLY BUT WILL BE SUBORDINATE 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

<p>JACK BROOKS REGIONAL AIRPORT</p> <p>FCG</p> <p>CONTRACT NO. 22-028</p>		<p>REVISION</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	REVISION																											
NO.	DATE	REVISION																															
<p>GENERAL NOTES:</p>		<p>DATE: MAY 2022</p> <p>PROJECT TITLE: REHABILITATION OF FUEL FARM PAVEMENT</p> <p>DRAWING TITLE: PROJECT LAYOUT AND PHASING PLAN</p> <p>DRAWING NUMBER: C-001</p> <p>SHEET NUMBER: 3</p> <p>SHEET TOTAL: 11</p> <p>SCALE: 1" = 50' (PLAN) 1" = 100' (ELEV.)</p> <p>DRAWN BY: AM</p> <p>CHECKED BY: NS</p>																															



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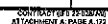


NOTES:
CONTRACTOR SHALL FIELD VERIFY EXISTING GRADES AND
NOTIFY THE ENGINEER AND RFP OF ANY DISCREPANCIES PRIOR
TO CONSTRUCTION.

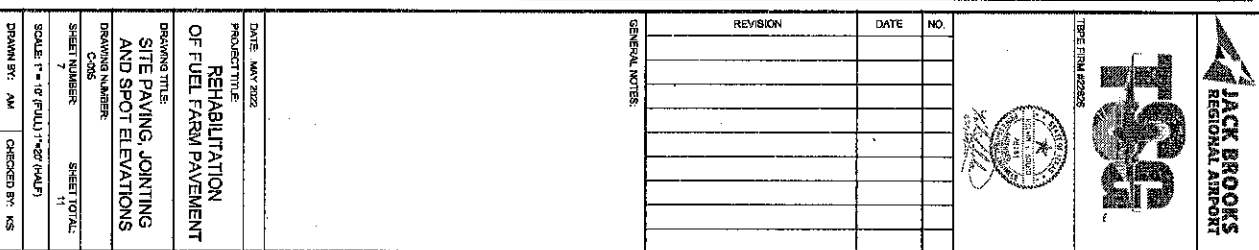
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CONTROL POINT
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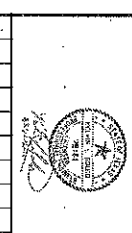
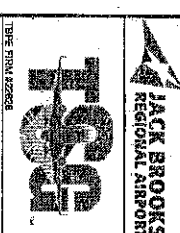
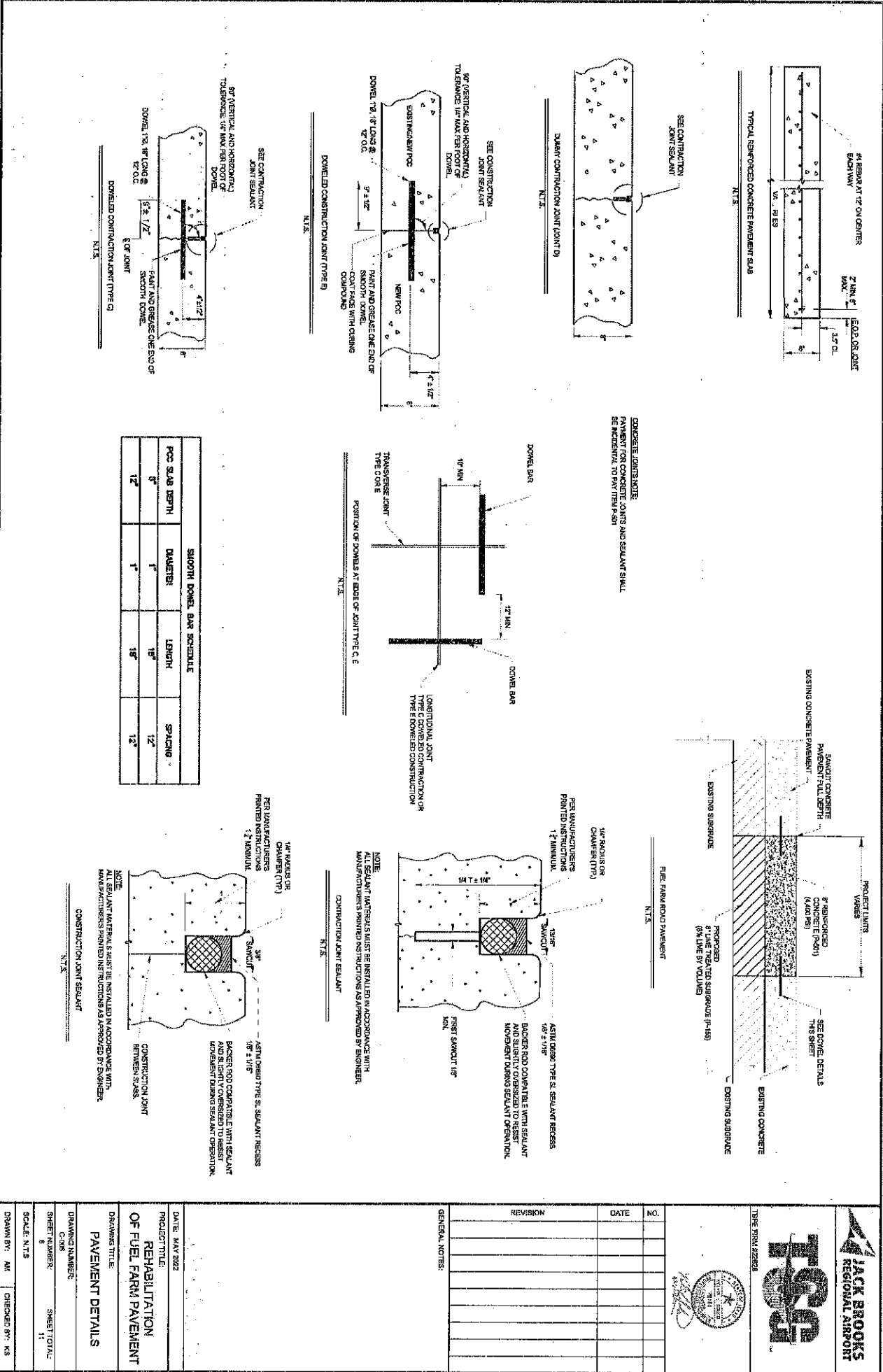
				106-SPIN 22028 TSR	
DATE: MAY 2022 PROJECT TITLE: REHABILITATION OF FUEL FARM PAVEMENT		NO. _____ DATE _____		REVISION _____ DATE _____	
DRAWING NUMBER: C-002 SHEET NUMBER: 4 SCALE: 1" = 10' (FULL) 1" = 40' (PART)		DRAWN BY: AM CHECKED BY: KS		GENERAL NOTES:	







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NO.	DATE	REVISION

GENERAL NOTES:

DRAWING TITLE:
REHABILITATION OF FUEL FARM PAVEMENT

DRAWING NUMBER:
C-008

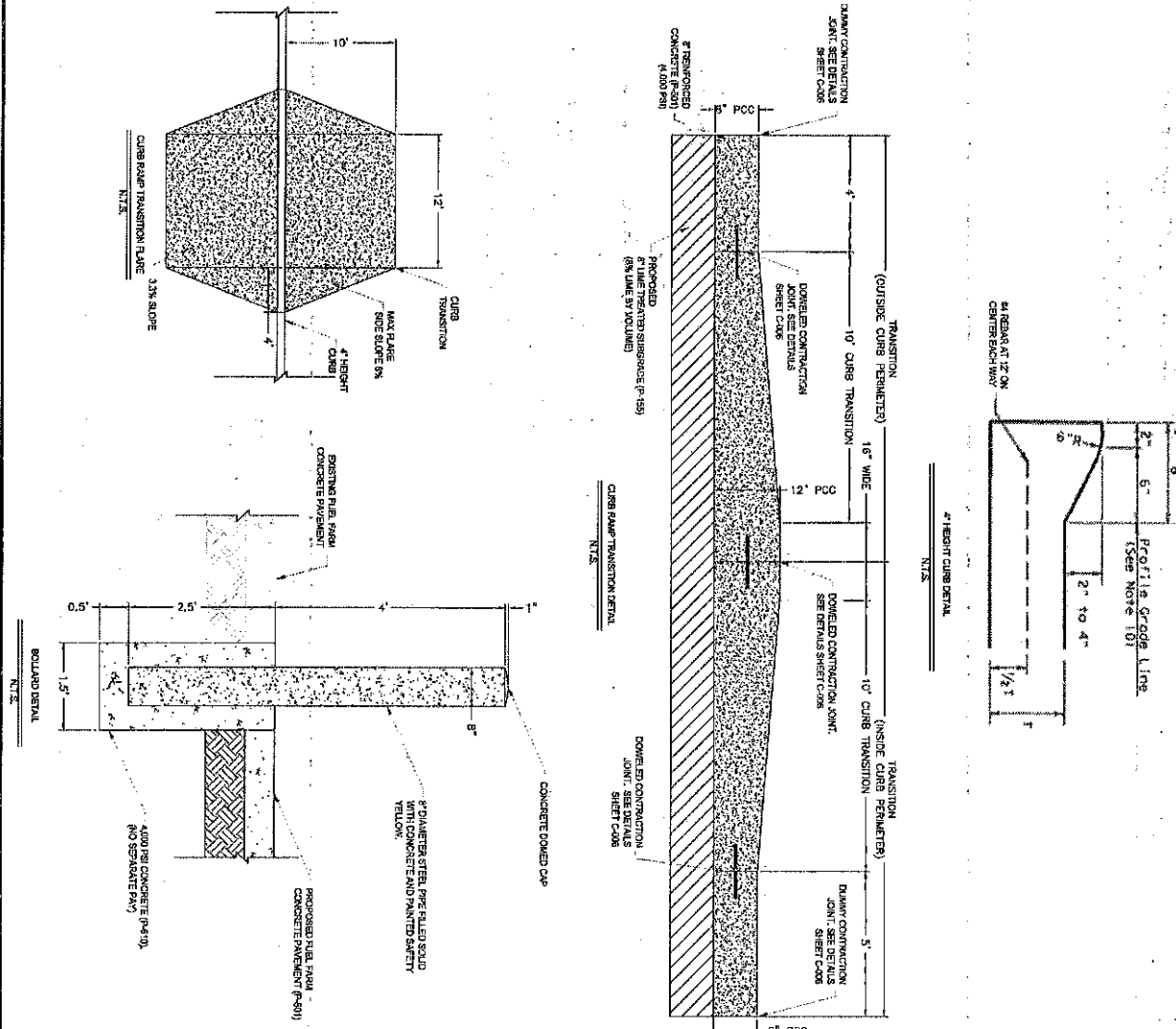
SHEET NUMBER:
8

SHEET TOTAL:
11

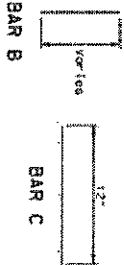
SCALE: N.T.S.

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CHECKED BY: KS



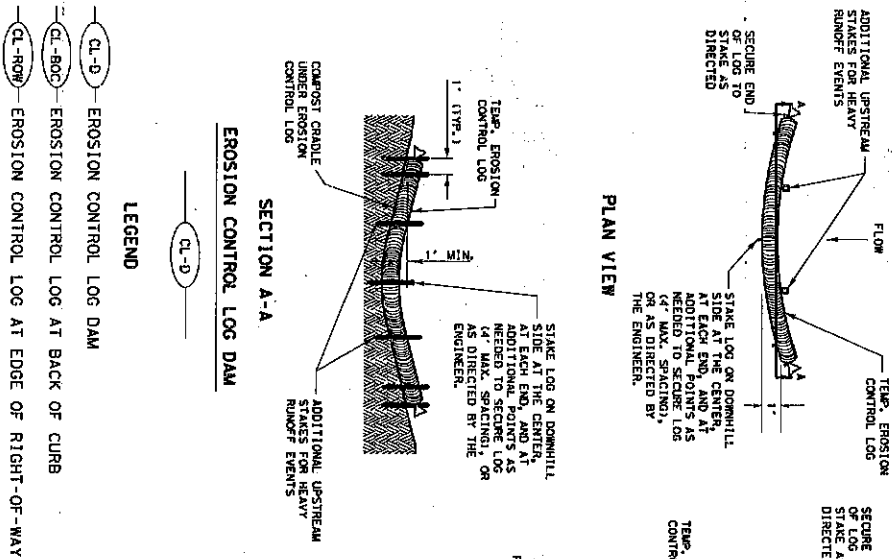
- # GENERAL NOTES
1. All materials and construction shall be in accordance with Item 359, "Concrete Curb, Gutter, and Curb-and-Gutter."
 2. Concrete shall be Class A.
 3. When reinforcing bars are used, they shall be No. 4 unless otherwise shown. The use of fiber-reinforced concrete in lieu of reinforcing steel is acceptable. Use fibers meeting the requirements of DMS 4350, "Fibers for Concrete," and design fibers in accordance with Manufacturer's List (URL) of fibers for Class A and B Concrete Applications.
 4. Round exposed sharp edges with a rounding tool, to a minimum radius of 1/4 inch.
 5. All existing curbs and sidewalks to be removed shall be sealed or removed at existing joints.
 6. Where concrete curb is to be placed on existing concrete pavement, Bar B may be drilled and the ground in place, or may be inserted into fresh concrete.
 7. Expansion and contraction joints shall be constructed to match pavement joints in all cases and curb and gutter shall be continuous across the joint. The joint shall be placed at the same location as the adjacent pavement joint to concrete pavement. Expansion joints shall be avoided at structures, curb returns or streams, and at locations directed by the Engineer.
 8. Vertical and horizontal down bars and transverse reinforcing bars shall be placed at four feet C.C.
 9. Dimension "X" shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension "Y" is 3" maximum.
 10. Usual profile grade line. Refer to typical sections and plan section for exact locations.
 11. Detail for trench expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or street.
 12. When horizontal permissible construction joints are used, the longitudinal pavement sheet shall be placed in the alcove. 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.

[illegible]

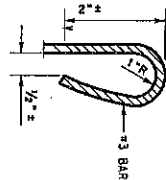
DATE: MAY 2022	
PROJECT TITLE: REHABILITATION OF FUEL FARM PAVEMENT	
DRAWING TITLE: PAVEMENT DETAILS	
DRAWING NUMBER: C-007	
SHEET NUMBER: 9	SHEET TOTAL: 11
SCALE: N.T.S.	
DRAWN BY: AM	CHECKED BY: NS

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

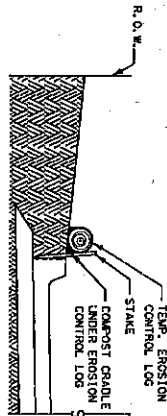
DATE:
FILE:



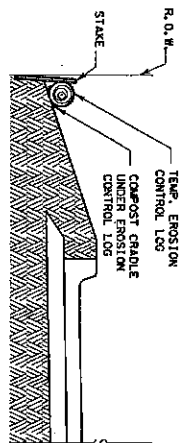
REBAR STAKE DETAIL



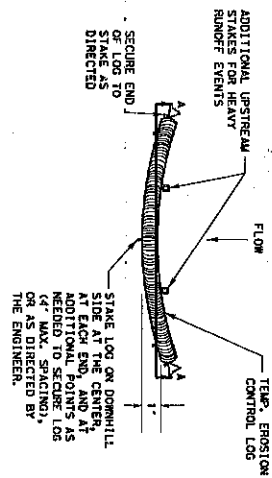
SECTION B-B
EROSION CONTROL LOG AT BACK OF CURB



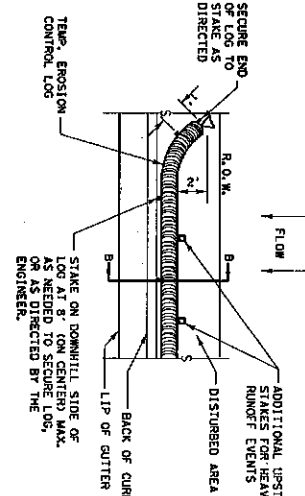
SECTION C-C
EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY



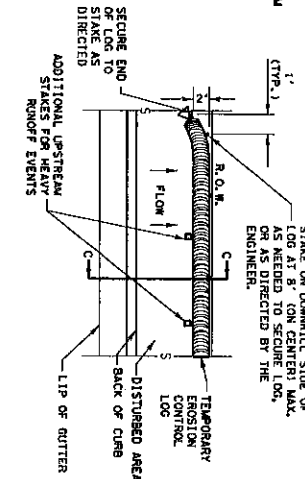
PLAN VIEW



PLAN VIEW



PLAN VIEW



GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'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 ONE (1) WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE STABILIZATION FOR TEMPORARY INSTALLATIONS. USE RECYCLABLE CONTAINMENT MESH MATERIAL TO ACHIEVE THE MINIMUM PROPOSED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD OR 2" PROTRUDERS ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
5. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
6. COMPOST GRADE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
7. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
8. THE LOGS SHALL BE PLACED IN PLACE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
9. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPGRADE 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 undisturbed area. Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre 10.5' over the drainage area.

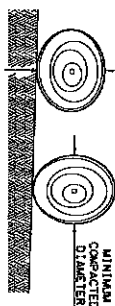
Control logs should be placed in the following locations:

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 leaves the right of way
4. just before the drainage leaves the construction limits where drainage flows away from the project.
5. 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 Standard	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EROSION CONTROL LOG			
EC(9) -16			
FILED: 04816	PROJECT: 04816	DATE: 04/15/16	BY: 04/15/16
DESIGNED: 04/15/16	CHECKED: 04/15/16	APPROVED: 04/15/16	DATE: 04/15/16
TxDOT: JULY 2016		SHEET NO.	

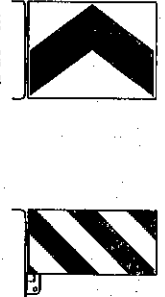
DATE:
FILE:

RETROREFLECTIVE SHEETING

- ## DETECTABLE PEDESTRIAN BARRICADES




- Plywood, Aluminum or Metal sign
substrates shall NOT be used on
plastic drums



SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Siform used as plastic drums shall be manufactured using abrasives listed on the CATALOG.
2. Drums and other slip-on size slips with orange background color shall have orange lettering and orange reflective marking meeting the color and reflective visibility requirements of DHS-9000, "Sign From Below" 10." unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with grooves and white reflective marking the requirements of DHS-8200 Type A or "V" Diagonal stripes on vertical Panels shall slope down toward the intended travel lane.
4. Other sign messages (text or symbols) 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 letter signs discussed in more below.
5. Signs shall be fastened using a 1/2" (ven bolt (unmined)) steel rod no smaller, one end 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 nut.
7. Characters may be placed on the outside of curbs, on existing towers or on existing trees. When used in these locations, they may be placed on every drum or spaced not less than one every three drums, a minimum of three (3) drums before and after each location called for in the plans.
8. 80-9, 80-10, 80-11 and 80-12 Standardized sized slips with 24" inches will be painted on plastic drums, with approval of the Engineer.

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

 Texas Department of Transportation		Traffic Safety Section
4-03 8-14 5-07 5-21 12-31		Standard



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

Addendum to IFB

IFB NUMBER: IFB 22-028/JW

IFB TITLE: Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport

IFB DUE BY: 11:00 am CT, Wednesday, August 24, 2022

ADDENDUM NO.: 1

ISSUED (DATE): August 1, 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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission.** If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Clarifications (Attachment)

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address



ADDENDUM NO. 1

DATE: July 29, 2022

OWNER: Jefferson County, Texas - Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: Email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Monday, August 15, 2022, at 5:00 p.m.**,

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m.**, Central Standard Time

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references are summarized below.

A. SECTION 2: FEDERAL MANDATED CONTRACT PROVISIONS

Breach of Contract Terms/Remedies (ADD following Paragraph)

Source: FAA AC 150/5370-10H 12/21/2018; Section 80 Execution and Progress pg. 51

Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, Determination and Extension of Contract Time) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

ADDENDUM NO. 1 (IFB 22-028/JW) PAGE 2 of 3

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817-564-6895 / 833-591-5780
<https://thesolcogroup.com>

CONTRACT (IFB 22-028/JW)
ATTACHMENT A: PAGE A.180

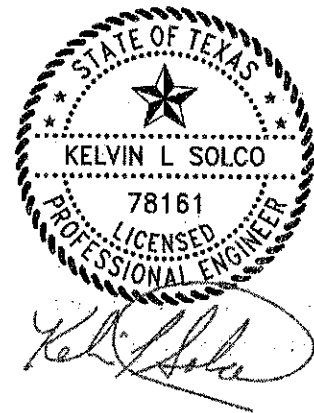
Schedule – 1 Phase
Liquidated Damages Cost - \$500/day
Allowed Construction Time – 30 Calendar Days

B. SECTION 4: MINIMUM SPECIFICATIONS

Drawings reflect the scope of work as described on page 37.

Addendum Prepared By:

Kelvin Solco, P.E.,
Principal



ADDENDUM NO. 1 (IFB 22-028/JW) PAGE 3 of 3

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CONTRACT (IFB 22-028/JW)
ATTACHMENT A: PAGE A.181



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

Addendum to IFB

IFB NUMBER: IFB 22-028/JW

IFB TITLE: Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional

IFB DUE BY: Airport 11:00 am CT, Wednesday, August 24, 2022

ADDENDUM NO.: 2

ISSUED (DATE): August 17, 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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission.** If the bid submission 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 IFB Opening Date and Time, as stated above.

REASONS FOR ISSUANCE OF THIS ADDENDUM:

- Clarifications (See Pages 1-4)
- REVISED PLAN SHEET NO. 3
- REVISED BID FORM PAGE 42 (REPLACEMENT PAGE)

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

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

ATTEST:

 Witness

 Witness

Approved by _____ Date: _____

 Authorized Signature (Respondent)

 Title of Person Signing Above

 Typed Name of Business or Individual

 Address

ADDENDUM NO: 2 - (IFB 22-028/JW)

COVER-SIGNATURE PAGE



FB 22-028/JW ADDENDUM NO. 2

DATE: 8/10/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: Email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 18, 2022, at 5:00 p.m.**

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m.**, Central Standard Time.

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below.

1. **CONTRACT TIME:** Can the time of completion be revised to 45 or 60 calendar days? Given the phasing and access issues, 30 days is going to be difficult. **30 days is preferred timeframe. The access issues and project phasing concerns are clarified in section 5 of this addendum.**

Can we work Sundays? **Yes**

2. **ALLOWANCE FOR STORM SEWER PIPE:** Is the County going to provide an amount to input for the allowance? **No**

Without more information, it is very difficult to assess what is required. **A core sample taken during a geotechnical investigation indicated an accumulation of water beneath a section of the concrete panels. This accumulation of water is the likely cause of the panel failures. The purpose of the allowance is to provide compensation for the contractor to locate the source of the water accumulation and repair a broken water line if encountered. The onsite resident project representative (RPR) will work with contractor after the panels are removed to examine the area and resolve the issue before new concrete is placed.**

3. **CONCRETE SLUMP/PUMPING:** Can the max slump allowed be revised to 5" to 6" so we can pump the concrete? It would help speed up the schedule if pumping is allowed but the slump requirements would have to be modified.

No. The contract specifications apply as indicated in P-501-7 - 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)

4. **CONCRETE FINISHING EQUIPMENT:** Can you clarify what finishing equipment will be allowed? Is this area considered irregular?

This is considered irregular. Any appropriate equipment may be used as long as the concrete requirements are met, such as smoothness, etc.

A slip form paver cannot be used in this location. Would a vibratory screed be allowed?
Yes – as long as concrete as specified is achieved.

5. **ACCESS:** Please clarify the extent we must accommodate airport access. Will we have to shutdown work at anytime to allow planes to fuel, etc.?

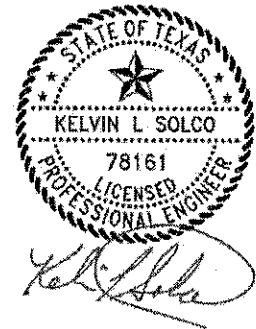
This construction project shall take place outside of the Aircraft Operational Area (AOA). The contractor shall NOT access the AOA without the explicit permission of the airport owner. Further clarification on the possibility of accommodating fueling operations during the construction project includes the following:

- a. **Aircraft will not enter into the construction area.**
- b. **All construction equipment shall remain outside of the AOA.**
- c. **Fuel trucks will be used to provide fuel to aircraft in the AOA when needed.**
- d. **Fueling operations will cease during the concrete demolition phase of this project.**
- e. **In the event that emergency access to the fuel farm tanks is needed, or anticipated to be needed during this construction period, the airport owner and the engineer will coordinate with the contractor to phase the concrete placement in a manner that allows an emergency lane for fuel truck access. Emergency fueling operations will only use this temporary emergency lane after sufficient concrete curing has occurred.**

- f. The contractor will need to be prepared to accommodate a temporary interruption of work only for a brief period of time to allow for emergency fueling operations.**
- g. The contractor will need to ensure there is a safe distance between ongoing construction activities and emergency fueling operations.**

Addendum Prepared By:

Kelvin Solco, PE,
Principal



PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5760
<https://thesolcogroup.com>

CONTRACT (IFB 22-028/JW)
ATTACHMENT A: PAGE A.185



FB 22-028/JW ADDENDUM NO. 2

DATE: 8/15/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 15, 2022, at 5:00 p.m.**,

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m.**, Central Standard Time.

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below.

1. Who is responsible for Materials Testing? All quality assurance testing shall be done by the Contractor. Please see the Items below:
 - a. Item 152-5, section 152-2.10 under paragraph 2, last sentence.
 - b. Item 155-4, section 155-6.10 and a. Density Paragraph
 - c. Item 501-7, section 501-3.3 f., 501-3.4 Concrete Mix Submittal, 501-4.8 c. Consolidation, 501-4-11 e. Straightedge testing and surface correction., P-501-24 CONTRACTOR QUALITY CONTROL (CQC)
 - d. Page 8 of 61 of bid documents section 2.12.
2. DRAWING PLAN SHEET 3 – Replace Sheet 3 with New Sheet 3. Arrow for “One-Way” traffic corrected.
3. BID DOCUMENTS – Replace pg. 42 with New Page to include TOTAL BID LINE.

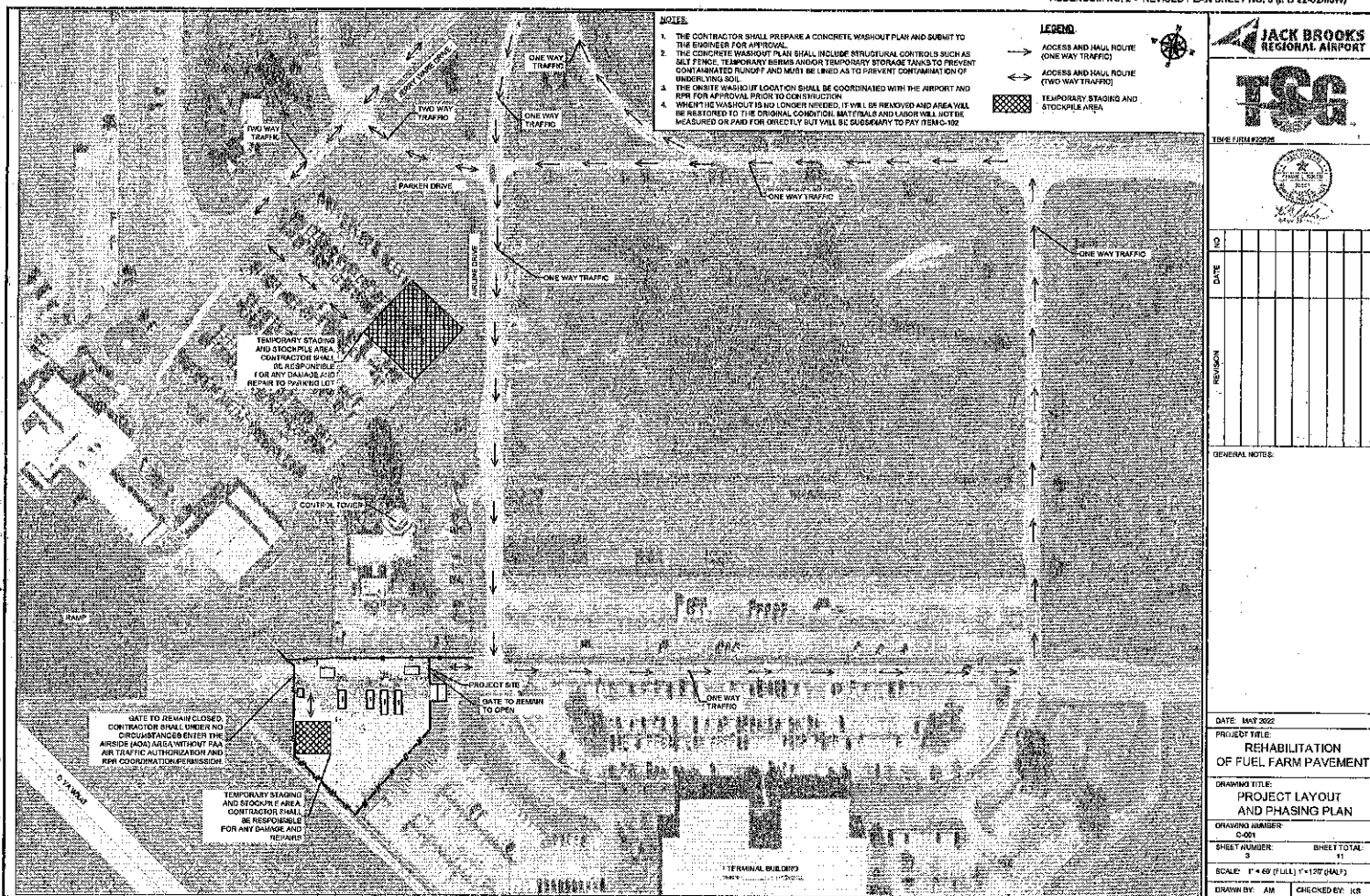
Addendum Prepared By:

Kelvin Solco, PE,
President / CEO

PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>

CONTRACT (IFB 22-028/JW)
ATTACHMENT A: PAGE A.186





BID FORM (CONTINUED) REPLACEMENT PAGE 42

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 14	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Install)	200	LF		
TXDOT 506-6.6.1				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 15	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Removal)	200	LF		
TXDOT 506-6.6.2				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 16	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4" Concrete Curb	278	LF		
TXDOT 529				

DESCRIPTION:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
	TOTAL BID PRICE (\$ XXX,XXX.XX)			
TOTAL BID				

REQUIRED FORM

Bidder: 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 _____
 Addendum 4 _____ Date Received _____
 Addendum 5 _____ Date Received _____

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

CONTRACT: ATTACHMENT B



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 Clark

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 the right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after 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 (IFB 22-028/JW) REHABILITATION OF FUEL FARM PAVEMENT AT THE JACK BROOKS REGIONAL AIRPORT

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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

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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 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 (I)
40 CFR Part 247

Solid Waste Disposal Act
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
2 CFR § 200.336

FAA Order 5100.38

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 steel 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 buy 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. 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 or 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/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) SUBMISSION 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 (IFB 22-028/JW) REHABILITATION OF FUEL FARM PAVEMENT AT THE JACK BROOKS REGIONAL AIRPORT

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**		Must file online at www.ethics.state.tx.us/File																			
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) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Controlling	Intermediary																
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 <div style="text-align: right;"><input type="checkbox"/> CONTROLLING OR INTERMEDIARY PARTY**</div>																					
6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration My name is _____, and my date of birth is _____. My address: _____ (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____. <div style="text-align: right;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																					
ADD ADDITIONAL PAGES AS NECESSARY																					

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

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

Ramtex Industrial, LLC
Port Arthur, TX United States

Certificate Number:
2022-925400

Date Filed:
08/23/2022

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

Jefferson County Purchasing Department

Date Acknowledged:

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-22-028/JW
Civil Construction Services

[illegible]

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is JORDAN ROBBINS, and my date of birth is 02/04/1990

My address is 7925 Labelle Rd, Beaumont TX 77705 USA
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 23 day of August, 2022
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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

9/21/22
D. West.

DEZTEX INDUSTRIAL SERVICES, LLC

Unique Entity ID JGPCKKBHWDV5	CAGE / NCAGE 6RZZ8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 18, 2022	
Physical Address 905 Jade AVE Port Arthur, Texas 77640-1373 United States	Mailing Address PO Box 21397 Beaumont, Texas 77720 United States	

Business Information

Doing Business as Ramtex	Division Name Deztex Industrial Services, Llc	Division Number DezTex Ind
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL http://www.deztex.com

Registration Dates

Activation Date Jul 23, 2021	Submission Date Jul 20, 2021	Initial Registration Date Jun 18, 2012
--	--	--

Entity Dates

Entity Start Date Feb 3, 2012	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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 USApending.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 Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business

Self Certified Small Disadvantaged Business

Economically Disadvantaged Women Owned

Small Business

Woman Owned Small Business

Woman Owned Business

Black American Owned

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
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6RZZ8

Points of Contact**Electronic Business**

☒
Angel Lee

PO Box 21397
Beaumont, Texas 77720
United States

Government Business

☒
Angel Lee

PO Box 21397
Beaumont, Texas 77720
United States

Jordan Robbins

PO Box 21397
Beaumont, Texas 77720
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	238910	Site Preparation Contractors
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238990	All Other Specialty Trade Contractors

Product and Service Codes

PSC	PSC Name
F021	Natural Resources/Conservation- Site Preparation
J054	Maintenance, Repair, And Rebuilding Of Equipment- Prefabricated Structures And Scaffolding
N054	Installation Of Equipment- Prefabricated Structures And Scaffolding
Y100	Construction Of Structures And Facilities
Y1AA	Construction Of Office Buildings
Y1JZ	Construction Of Miscellaneous Buildings

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
----------------	---------

(blank)	(blank)
---------	---------

States
 Florida
 Louisiana
 Texas

Counties
 (blank)

Metropolitan Statistical Areas
 (blank)


[Requests](#) [Notifications](#) [Workspace](#) [Sign Out](#)
[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)
[Entity Workspace](#)

Enter an entity ID, name, or keyword


[Actions](#)

Please verify your identity! As an entity administrator, you should verify your identity to register, update, or deactivate your entity's registration in SAM.gov. This will become mandatory in FY 2022.

[Verify Your Identity](#)

Show Workspace For
Non-Federal Entities

< 1 of 1 >

Results per page
25

Sort by
Expiration Date Ascending

Non-Federal Entities

Dextex Industrial Services, LLC • Active Registration

Filter By

Unique Entity ID:
JGPKCKBHWVVS

Purpose of Registration:
All Awards

Expiration Date:
Oct 18, 2022

Search by Keyword

CAGE/NCAGE:
6RZZ8

Physical Address:
905 Jade Ave
Port Arthur, TX 77640-1373 USA

Search by Entity

FSD Number: INC-GSAFSD6313781

Search by Status

- ☐ Work In Progress Registration
- ☐ Submitted Registration
- ☒ Active Registration
- ☐ Inactive Registration
- ☐ ID Assigned
- ☐ Pending ID Assignment

FSD Incidents

RAMTEX INDUSTRIAL, LLC • Submitted Registration

Unique Entity ID:
JGPKCKBHWVVS

Purpose of Registration:
All Awards

Expiration Date:
(blank)

CAGE/NCAGE:
6RZZ8

Address:
905 JADE AVE
PORT ARTHUR, TX 77640-1373 USA

Expiration Date

Search by FSD Number

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

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 contract 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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 9/20/2022

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 Higginbotham Insurance Agency, Inc. PO Box 1609 Nederland TX 77627	CONTACT NAME: Madeline Gonzales PHONE (A/C, No, Ext): 409-721-6400 FAX (A/C, No): 409-721-9600 E-MAIL ADDRESS: madelinegonzales@higginbotham.net														
INSURED RAMTEX Industrial, LLC 905 West Jade Avenue Port Arthur TX 77640	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Imperium Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C : Mt Hawley Insurance Company</td> <td>37974</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Imperium Insurance Company	24082	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Mt Hawley Insurance Company	37974	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 781061558

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NRG0000497	4/17/2022	4/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ILR18-01747-00	6/26/2022	6/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	NRX0000522	4/17/2022	4/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0001236480	4/17/2022	4/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Contractors Pollution Leased/Rented Equipment			NRG0000497 7015578566	4/17/2022 10/11/2021	4/17/2023 10/11/2022	Each Occurrence 1,000,000 Aggregate 2,000,000 R/L Equipment Limit 500,000

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

As required by written contract and subject to policy terms and conditions, General Liability policy provides Blanket Additional Insured (CG2010 10/01 & CG2037 10/01) which includes ongoing and completed operations, Primary and Noncontributory (CG2001 04/13) and Blanket Waiver of Subrogation (CG2404 05/09); Business Auto policy provides blanket additional insured (AC8501 06/18) and Blanket Waiver of Subrogation (AC8501 06/18) Primary and Noncontributory (AC8501 06/18); Workers Compensation policy provides Blanket Waiver of Subrogation (WC420304B). Umbrella Policy follows form General Liability, Business Automobile and Workers Compensation.

Supplemental Named Insureds:
 DezTex Industrial Services, LLC dba RamTex
 See Attached...

CERTIFICATE HOLDER
CANCELLATION

Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont TX 77701

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

AGENCY CUSTOMER ID: DEZTE

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED RAMTEX Industrial, LLC 905 West Jade Avenue Port Arthur TX 77640
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RAMTEX Holdings LLC
Robbins and Adkins Management, LLC
Bid Name: Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport

Bid Number: IFB 22-028/JW

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: RAMTEX Industrial LLC

Bidder's TAX ID Number: [REDACTED]

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

Contact Person: Jordan Robbins **Title:** Business Manager

Phone Number (with area code): 409-344-2279

Alternate Phone Number if available (with area code): 409-983-5555

Fax Number (with area code): 409-985-7762

Email Address: jordan@ramtex.net

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

PO Box 21397
Address
Beaumont, Texas, 77720
City, State, Zip Code

REQUIRED FORM

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

BIDDER: INSERT BID SURETY BEHIND THIS PAGE.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we DezTex Industrial Services, LLC dba RAMTEX Industrial, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY, 2103 CityWest Blvd., Suite 1300, Houston, TX 77042**, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County Purchasing Department as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport, Project No. IFB-22-028/JW.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of August, 2022.

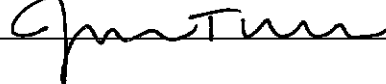
Principal: DezTex Industrial Services, LLC dba RAMTEX Industrial, LLC

By:  Signature

Name: JORDAN ROBBINS

Title: MANAGER

SureTec Insurance Company

By:  Signature

**Name: Jessica Turner
Attorney-in-Fact**

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

SURETEC INSURANCE COMPANY

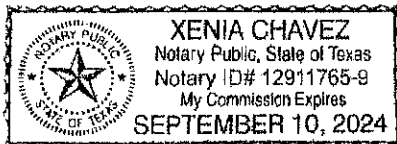
By: Michael C. Keimig
Michael C. Keimig, President



State of Texas
County of Harris

ss:

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of August, 2022, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 1	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Mobilization C-105	1	LS	\$7,535.42	\$7,535.42

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$1,283.32	\$1,283.32

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$9,498.73	\$9,498.73

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$119.04	\$714.24

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$51.10	\$30,764.89

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$22.78	\$1,594.90

REQUIRED FORM

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

BID FORM (CONTINUED)

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$5.28	\$1,594.90

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$47.88	\$1,436.40

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$46.04	\$1,381.20

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$53.67	\$32,309.42

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$385.41	\$11,947.74

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$121.41	\$63,862.43

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$111.86	\$8,501.36

REQUIRED FORM

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

ADDENDUM NO. 2
(IFB 22-028/JW)

BID FORM (CONTINUED) REPLACEMENT PAGE 42

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 14	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Install)	200	LF	\$6.13	\$1,226.00
TXDOT 506-6.6.1				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 15	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Removal)	200	LF	\$1.43	\$286.00
TXDOT 506-6.6.2				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 16	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4" Concrete Curb	278	LF	\$15.15	\$4,211.70
TXDOT 529				

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$2,098.73	\$4,197.46

DESCRIPTION:	<input checked="" type="checkbox"/> 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	\$851.37	\$3,405.48

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
			TOTAL BID PRICE (\$ XXX,XXX.XX)	
TOTAL BID			\$185,751.59	

REQUIRED FORM

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

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1	<input checked="" type="checkbox"/>	Date Received	7/29/22
Addendum 2	<input checked="" type="checkbox"/>	Date Received	8/10/22
Addendum 3	<input type="checkbox"/>	Date Received	
Addendum 4	<input type="checkbox"/>	Date Received	
Addendum 5	<input type="checkbox"/>	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: City of China
 Address: China, TX
 Contact Person and Title: Dawn Matte / City Secretary
 Phone: 409-383-2060 Fax: N/A
 Email Address: N/A Contract Period: 2022
 Scope of Work: Stabilization of roadways + asphalt paving

REFERENCE TWO

Government/Company Name: Matira Distribution Terminal
 Address: Beaumont Terminal
 Contact Person and Title: Derek Knepp
 Phone: 409-527-1901 Fax: N/A
 Email Address: N/A Contract Period: 2022
 Scope of Work: Stabilize ditches, pour concrete foundations/supports

REFERENCE THREE

Government/Company Name: BASF Beaumont
 Address: Beaumont, TX
 Contact Person and Title: Sterling Simoneaux
 Phone: 409-670-5065 Fax: N/A
 Email Address: N/A Contract Period: 2022
 Scope of Work: Concrete Paving

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.

RAMTEX Industrial LLC

Bidder (Entity Name)

PO Box 21397

Street & Mailing Address

Beaumont, Texas 77720

City, State & Zip

409-983-5555

Telephone Number

jordan@ramtex.net

E-mail Address


Signature

JORDAN ROBERTS
Print Name

8/23/22
Date Signed

409-985-7762

Fax Number

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


Signature of Contractor's Authorized Official

Jordan Rodgers / Manager
Name and Title of Contractor's Authorized Official

8/23/22
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
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
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	<p>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).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;"><small>(attach additional forms as necessary)</small></p>	
6	<p>AFFIDAVIT</p> <p style="text-align: center;"><small>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.</small></p> <p style="text-align: right; margin-right: 100px;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;"> </p> <p style="font-size: small; margin-top: 5px;"> </p>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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 each employment or other business relationship and each family 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 SIGNATURE

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

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ 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

DR

(2) Unsworn Declaration

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

My address is _____,

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20 _____.

(month)

(year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in Item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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:

www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6).

The Contractor Ramtex Industrial, LLC 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

Jordan Robbins / Business Manager
Name and Title of Contractor's Authorized Official

8/29/22
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.

(IFB 22-028/JW) REHABILITATION OF FUEL FARM PAVEMENT AT THE JACK BROOKS REGIONAL AIRPORT

PAGE 49 OF 165

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

Jordan Robbins / Business Manager
Name and Title of Contractor's Authorized Official

8/23/20
Date

REQUIRED FORM

Bidder: 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.

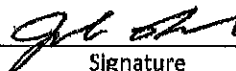
Did the Prime Contractor/Consultant . . . ?

- ☒ 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 contact 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.

Jordan Robbins

Printed Name of Authorized Representative


 Signature

Business Manager

Title

2/23/22
 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: Ramtex Industrial, LLC DBE: ☐ Yes ☒ No
 Address: 909 Wade Ave. Beaumont TX 77646
Street City State Zip
 Phone (with area code): 409-983-3555 Fax (with area code): N/A
 Project Title & No.: Rehabilitation of Fuel Farm Pavement @ Jack Brooks Airport
 Prime Contract Amount: \$ 289,000

DBE Subcontractor Name: Tolunay-Wong Engineers, INC
 DBE Status (Gender & Ethnicity): Woman
 Certifying Agency: ☐ Tx. Bldg. & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.
 Address: 2455 W Cardinal Dr, Beaumont, Texas 77705
Street City State Zip
 Phone (with area code): 409-840-4214 Fax (with area code): 409-985-7762
 Proposed Subcontract Amount: \$ \$3,500 Percentage of Prime Contract: 1 %
 Description of Subcontract Work to be Performed: Concrete Testing

<u>Jordan Robbins</u> Printed Name of Contractor Representative	<u>[Signature]</u> Signature of Representative	<u>9/23/22</u> Date
<u>Liana Collier</u> Printed Name of DBE	<u>[Signature]</u> Signature of Representative	<u>8/23/22</u> 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:

5

Total DBE Subcontract(s): \$

25

Construction DBE Goals: 12.8% MBE;

%

12.6% WBE:

9/9

**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 1. 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:

9

Percentage of Prime Contract:

%

Description of Subcontract Work to be Performed:

REQUIRED FORM

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

(IFB 22-028/JW) REHABILITATION OF FUEL FARM PAVEMENT AT THE JACK BROOKS REGIONAL AIRPORT

PAGE 53 OF 165

CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.68

BEAUMONT

TEXAS

February 8, 2021

Mr. Daniel Wong
Tolunay-Wong Engineers, Inc.
2456 W. Cardinal Drive, Ste. A
Beaumont, TX 77705

Dear Mr. Wong

I am pleased to inform you that your application for certification as a Minority Business Enterprise (MBE) for the City of Beaumont has been approved. Your business will be included in the City's MBE Directory.

Your certification is effective immediately and will be valid for a period of two years. Every two years you must submit a new application in order to renew your certification. Failure to renew every two years will result in your business being removed from the directory of certified MBEs. If at any time there is a change in ownership or control of the business, the business must submit a new application within thirty (30) days of the change. Violations of this policy may result in the revocation of the business' MBE certification with the City of Beaumont.

If you have any questions, please contact our Purchasing Division at 409-880-3720 or send an email to MBE.Beaumont@BeaumontTexas.gov

Sincerely,

Todd Simoneaux

Todd A. Simoneaux, CPA
Chief Financial Officer

TS:JJ |

FINANCE DEPT.
T 409.880.3789
F 409.880.3132



PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

CONTRACT (IFB 22-028/JW
ATTACHMENT B: PAGE B.69

BEAUMONT

Finance

City of Beaumont, Texas

Certifies that

TOLUNAY-WONG ENGINEERS, INC.

*Meets all the criteria established by the City of Beaumont,
And thereby is duly registered as a Minority Business Enterprise,
To do business with the City of Beaumont and its agents as such.*

This certification is valid until February 8, 2023.



Todd A. Simoneaux, CPA, Chief Financial Officer

February 8, 2021

Certification Date

CMBL/HUB Vendor Detail

Vendor ID / Vendor Number 1760409302500 / 09320

Vendor Name TOLUNAY-WONG ENGINEERS, INC.

Vendor Address 10710 S SAM HOUSTON PKWY W SUITE 100
HOUSTON, TX 77031-3054 USA

County HARRIS

Contact Daniel Wong

Phone/Fax 713-722-7064 / 713-777-1424

Email Address eshackelford@tweinc.com

Website <http://www.tweinc.com>

Business Description We provide geotechnical engineering and testing, construction materials testing, environmental field services, geophysical, and deep foundations testing services.

Business Category Architectural/Engineering And Surveying (05)

Small Business N

Service Disabled Veteran No

CMBL Status Active Bidder

CMBL Expires 12-AUG-2022

HUB Status Active Bidder (A-Approved; Active Texas certified HUB)

HUB Expires 30-NOV-2022

HUB Eligibility AS (Asian-Pacific American)

HUB Gender M

Commodity items shown above are available for district(s) 12,16,18,20

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

DBE Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

DBE Subcontractor Name: _____

OBE 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.

☐ 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:

☐ Yes ☐ No

Description of Subcontract Work to be Performed:

Description of Subcontract Work to be Performed:

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 *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 RAMTEX Industrial, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	RAMTEX Industrial, LLC
Mailing address:	PO Box 21397 Beaumont, TX 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

REQUIRED FORM

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

HOUSE BILL 89 VERIFICATION

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

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, 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.

Jordan Robbins
Signature of Company Representative

8/23/22
Date

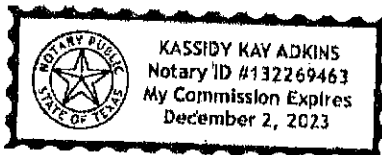
On this 23 day of August, 20 22 personally appeared

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

Notary Seal

Kassidy Kay Adkins
Notary Signature

8/23/22
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 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.

RAMTEX Industrial, LLC

Company Name

IFB-22-028/JW

IFB/RFP/RFQ number

Certification check performed by:

James West

Purchasing Representative

8/31/22

Date



Divestment Statute Lists

- Financial Companies that Boycott Energy Companies [comptroller.texas.gov/purchasing/docs/divest-energy.xlsx] — *Updated August 2022*
 - List of Financial Companies that Boycott Energy Companies FAQ [comptroller.texas.gov/purchasing/docs/divest-energy.pdf] — *Updated August 2022*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx] — *Updated June 2022*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.xlsx] — *Updated June 2022*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf] — *Updated November 30, 2021*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf] — *Updated November 30, 2021*
- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated September 2021*

List prepared pursuant to chapter 809 of the Texas Government Code

Financial Companies That Boycott Energy Companies

Updated August 2022

Listing in both Annex I and Annex II

**Comptroller of Public Accounts
List of Financial Companies that Boycott Energy Companies
Frequently Asked Questions**

FAQ – Contact Information

For questions or comments about this list or investment-related issues please contact the Texas Treasury Safekeeping Trust Company at divestment@ttstc.texas.gov.

For questions or comments about contracts or procurement please contact the Comptroller's statewide procurement division at spd.outreach@cpa.texas.gov.

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - United States Department of State
<https://state.gov/foreign-terrorist-organizations/>

Updated June 2022

Organization Name

Abu Sayyaf Group (ASG)
 HAMAS
 Harakat ul-Mujahidin (HUM)
 Hizballah
 Kurdistan Workers Party (PKK, aka Kongra-Gel)
 Liberation Tigers of Tamil Eelam (LTTE)
 National Liberation Army (ELN)
 Palestine Liberation Front (PLF)
 Palestine Islamic Jihad (PIJ)
 Popular Front for the Liberation of Palestine (PFLP)
 PFLP-General Command (PFLP-GC)
 Revolutionary People's Liberation Party/Front (DHKP/C)
 Shining Path (SL)
 al-Qa'ida (AQ)
 Islamic Movement of Uzbekistan (IMU)
 Real Irish Republican Army (RIRA)
 Jaish-e-Mohammed (JEM)
 Lashkar-e Tayyiba (LeT)
 Al-Aqsa Martyrs Brigade (AAMB)
 Asbat al-Ansar (AAA)
 al-Qaida in the Islamic Maghreb (AQIM)
 Communist Party of the Philippines/New People's Army (CPP/NPA)
 Jemaah Islamiya (JI)
 Lashkar i Jhangvi (LJ)
 Ansar al-Islam (AAI)
 Continuity Irish Republican Army (CIRA)
 Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
 Islamic Jihad Union (IJU)
 Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
 al-Shabaab
 Revolutionary Struggle (RS)
 Kata'ib Hizballah (KH)
 al-Qa'ida in the Arabian Peninsula (AQAP)
 Harakat ul-Jihad-i-Islami (HUJI)
 Tehrik-e Taliban Pakistan (TTP)

Jaysh al-Adl (formerly Jundallah)
 Army of Islam (AOI)
 Indian Mujahedeen (IM)
 Jemaah Anshorut Tauhid (JAT)
 Abdallah Azzam Brigades (AAB)
 Haqqani Network (HQN)
 Ansar al-Dine (AAD)
 Boko Haram
 Ansaru
 al-Mulathamun Battalion (AMB)
 Ansar al-Shari'a in Benghazi
 Ansar al-Shari'a in Darnah
 Ansar al-Shari'a in Tunisia
 ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
 al-Nusrah Front
 Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
 Islamic State's Khorasan Province (ISIS-K)
 Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
 Al-Qa'ida in the Indian Subcontinent
 Hizbul Mujahideen (HM)
 ISIS-Bangladesh
 ISIS-Philippines
 ISIS-West Africa
 ISIS-Greater Sahara
 al-Ashtar Brigades (AAB)
 Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
 Islamic Revolutionary Guard Corps (IRGC)
 Asa'ib Ahl al-Haq (AAH)
 Harakat Sawa'd Misr (HASM)
 ISIS-DRC
 ISIS-Mozambique
 Segunda Marquetalia
 Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

**List prepared pursuant to chapter 2270 of the Texas Government Code
Companies Engaging in Scrutinized Business Operations With a Designated
Foreign Terrorist Organization**

Updated June 2022

Company Name
No companies identified

2021 List of Companies Engaging in Scrutinized Business Operations in Iran

Chapter 2270 of the Texas Government Code

COMPANY NAME	ISIN
AFRY AB F/K/A AF POYRY AB	SE0005999836
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
BHARAT PETROLEUM CORPORATION LIMITED	INE029A01011
CHINA RAILWAY GROUP LIMITED	CNE100000866
GLENCORE PLC	JE00B4T3BW64
HINDUSTAN PETROLEUM CORPORATION LIMITED	INE094A01015
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
JINDAL STEEL & POWER LIMITED	INE749A01030
LLOYDS BANKING GROUP PLC	GB0008706128
MAN SE	DE0005937007
MANGALORE REFINERY & PETROCHEMICALS LIMITED	INE103A01014
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
OIL & NATURAL GAS CORPORATION LIMITED	INE213A01029
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
TELECOM ITALIA SPA	IT0003497168
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE100001MJ9

Updated November 2021

2021 List of Companies Engaging in Scrutinized Business Operations in Sudan

Chapter 2270 of the Texas Government Code

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020.

Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

Updated November 2021

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

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID0000000002407715	US0814651065
BEN & JERRY'S HOMEMADE, INC.		
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID0000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID0000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP	IID0000000002228977	XS1217882171
UNILEVER PLC	IID0000000002137159	GB00B10RZP78

Updated September 2021

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 Jordan Robbins, who
(name)

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

"I, Jordan Robbins am a duly authorized officer of/agent
(name)

for RAMTEX Industrial, LLC and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said RAMTEX Industrial, LLC
(name of firm)

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

Name and address of Bidder: RAMTEX Industrial LLC , PO Box 21397, Beaumont, Texas, 77720

Fax: 409-985-7762 Telephone# 409-983-5555
by: Jordan Robbins Title: Business Manager
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

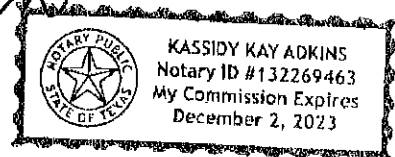
Jordan Robbins on

this the 23 day of August, 2022

Kassidy Kay Adkins
Notary Public in and for
the State of TX

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.dof.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, Curling, 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.

(Identifying Signature of Appointee) Phone: _____

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.

(Identifying Signature of Appointee)

Phone: _____

Attest: _____
(Name of Firm or Corporation)By: _____
(Signature)By: _____
(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: RAMTEX Industrial LLC

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 X No N/A
3. **Section 3 - Areas of Operations affected by Construction Activity:** This project shall be completed in accordance with the plans.
 Yes X No N/A
4. **Section 4 - Protection of Navigational Aids (NAVAIDs):** This project shall be completed in accordance with the plans.
 Yes X No N/A X
5. **Section 5 - Contractor Access:** This project shall be completed in accordance with the plans.

- Yes X No N/A
6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with the plans.
- Yes X No N/A X
7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with the plans.
- Yes X No N/A
8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with the plans.
- Yes X No N/A X
9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with the plans.
- Yes X No N/A
10. **Section 10 - Inspection Requirements:** This project shall be completed in accordance with the plans.
- Yes X No N/A
11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with the plans.
- Yes X No N/A
12. **Section 12 – Penalties:** This project shall be completed in accordance with the plans and specifications.
- Yes X No N/A
13. **Section 13 – Special Conditions:** This project shall be completed in accordance with the plans and specifications.
- Yes X No N/A
14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with the plans.
- Yes X No N/A X
15. **Section 15 - Marking and Signs for Access Routes:** This project shall be completed in accordance with the plans.
- Yes X No N/A
16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with the plans.

Yes X No N/A X

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

Yes X 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 X 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:

8/23/22

Jordan Robbins/Manager
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 precast 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 satisfactory 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 placed 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	 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 recompact 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 1/4 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 underlying 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 air 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 $\pm 2\%$ 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 $\pm 2\%$ 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 3/4 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 $\pm \frac{1}{2}$ 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 refilling, rolling and compaction of all undercut areas, and for all equipment tools, labor and incidentals necessary to complete the work.

Payment will be made under:

- | | |
|---------------------------|--|
| Item P-152-4.1 | Unclassified/ 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 μ m) sieve = maximum 0.0%~~
- ~~• Residue retained on a No. 10 (2.00 μ m) sieve = maximum 1.0%~~
- ~~• Residue retained on a No. 30 (600 μ m) 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 $\pm 1/2$ 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 $\pm 1/2$ 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:

$$\text{Equivalent Hydrated Lime (Ca(OH)}_2\text{)} = \text{Total Quicklime (CaO)} \times 1.32$$

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% \pm 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)	$2.50 \leq FM \leq 3.40$	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:

$$CF = \frac{(\text{cumulative percent retained on the } 3/8 \text{ in. (9.5 mm) sieve})(100)}{(\text{cumulative percent retained on the No. 8 (2.36 mm) sieve})}$$

(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 μ m)	
No. 50 (300 μ m)	
No. 100 (150 μ m)	

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)
LiNO ₃ (Lithium Nitrate)	30 ±0.5
SO ₄ (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/m² 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 protect 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 m³) 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 $\pm 3/4$ inch (19 mm). The vertical location on the face of the slab shall be within a tolerance of $\pm 1/2$ 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 foot (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 $\pm 1/2$ 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 travelling 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 Saw-cut grooving. If shown on the plans, grooved surfaces shall be provided in accordance with the requirements of Item P-621.

501-4.16 Sealing joints. The joints in the pavement shall be sealed in accordance with Item P-605.

501-4.17 Protection of pavement. The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by the Contractor's employees and agents until accepted by the 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), $\pm 1/16$ inch (2 mm), and to a width of 5/8 inch (16 mm), $\pm 1/8$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{2}$ 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 $\frac{1}{8}$ -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 $\frac{1}{32}$ 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 subplot. 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 subplot. 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 subplot. 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 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 Contractor's 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 Limits¹

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 subplot 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 subplot will be computed by averaging the results of the two test specimens representing that subplot.

(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 subplot 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 subplot 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 Schedule¹

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- μ m (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 $25\% \pm 5\%$ 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 $\pm 1/16$ 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
3/4 inch (19 mm)	67
1/2 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 85°F (30°C), 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) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

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 x 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 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 x 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 x 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 \times 2 to 4 in. wide \times 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 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 A concrete. 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 the line, 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 finished curb 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

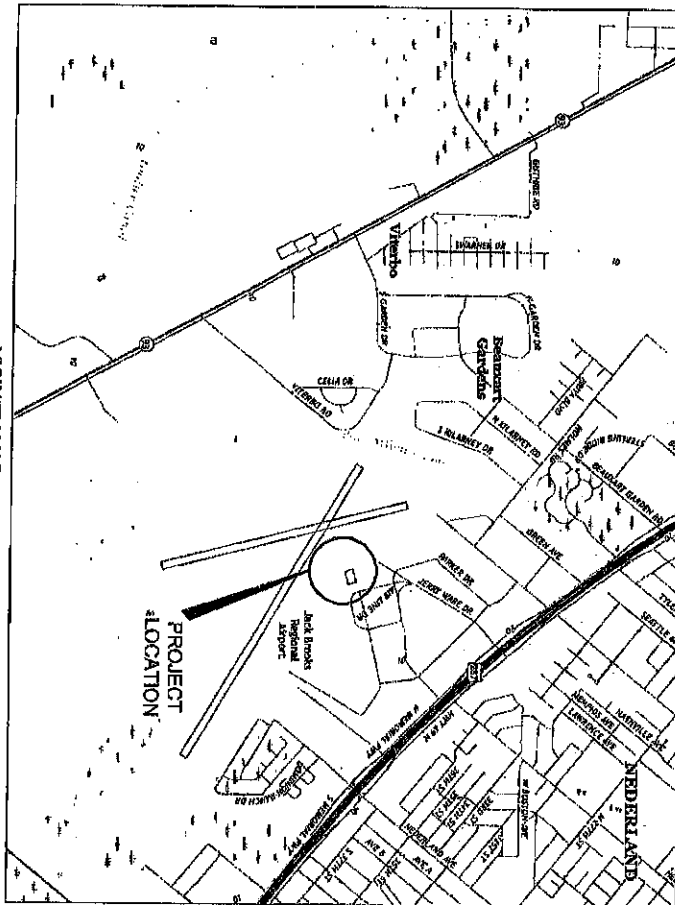
IFB 22-028/JW
EXHIBIT A: PAGE A-2

REHABILITATION OF FUEL FARM PAVEMENT JACK BROOKS REGIONAL AIRPORT (BPT)

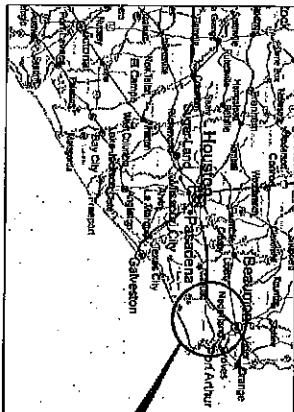
ISSUED FOR BIDDING

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



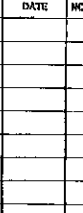


VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

SHEET NO.	DESCRIPTION	SHEET TITLE
1	COVER PAGE	COVER PAGE
2	GENERAL NOTES AND SUMMARY OF QUANTITIES	GENERAL NOTES AND SUMMARY OF QUANTITIES
3	GENERAL NOTES AND SUMMARY OF QUANTITIES	GENERAL NOTES AND SUMMARY OF QUANTITIES
4	GENERAL NOTES AND SUMMARY OF QUANTITIES	GENERAL NOTES AND SUMMARY OF QUANTITIES
5	GENERAL NOTES AND SUMMARY OF QUANTITIES	GENERAL NOTES AND SUMMARY OF QUANTITIES
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10	GENERAL NOTES AND SUMMARY OF QUANTITIES	GENERAL NOTES AND SUMMARY OF QUANTITIES
11	GENERAL NOTES AND SUMMARY OF QUANTITIES	GENERAL NOTES AND SUMMARY OF QUANTITIES

					
THE FIVE STAR IFB		IFB		IFB	
DATE: MAY 2022 PROJECT TITLE: REHABILITATION OF FUEL FARM PAVEMENT DRAWING TITLE: COVER PAGE DRAWING NUMBER: C-000 SHEET NUMBER: 11 SCALE: N.T.S. DRAWN BY: JAS CHECKED BY: JAS		REVISION DATE NO.		CONTRACT (IFB 22-028/JW) ATTACHMENT B: PAGE B.184	

1. THE PROJECT SHALL BE CONSIDERED AN ADDENDUM WITH THE CONTRACT. Plans and Specifications, the Project Manual, and the General Conditions shall be read together and construed as one. The Project Manual is subject to selection at the discretion of JACK RECORDS, INCORPORATED, THE DISTRICT, SUPERIOR COUNTY AND THE SUPERIOR REGION ADMINISTRATOR(S).
2. CONTRACTING AND CONSTRUCTION ACTIVITIES SHALL COMPLY WITH ALL PLANS, SPECIFICATIONS AND PERMITS THEREON.
3. THE CONTRACTING SHALL IDENTIFY A QUALIFIED SUPERVISOR PERSONNEL ASSIGNED TO THE PROJECT. SUPERVISOR AND ALL PERSONNEL, SUBCONTRACTORS AND OTHERS TO BE USED IN CONSTRUCTION OF THE PROJECT SHALL BE COMMITTED TO THE PROVISIONS FOR SAFETY AND PERSONAL AND PROFESSIONAL DEVELOPMENT OF THE EMPLOYED WORKER.
4. THE PROJECT WORK PLAN SHALL BE PROVIDED TO THE INCLUDING OF ALL WORK TO BE PERFORMED AS SHOWN IN THESE PLANS. ALL WORK TO BE COMPLETED WITHIN A SPECIFIC PERIOD IS TO BE CONSIDERED UNDESIRABLE, UNLESS TO COMPLETE THE PROJECT AND TO BE INCLUDED IN THE COST OF THE PROJECT AND FINAL REPORT.
5. CONSTRUCTION IS RESPONSIBLE FOR MAINTAINING SAFETY FOR CONSTRUCTION PERSONNEL, AND NEIGHBORHOOD AT ALL TIMES.
6. CONTRACTING SHALL REPORT ON MATERIAL AND ITEMS NOT ASSIGNED FOR DESTRUCTION OR REMOVAL. THE WORK COMPLETED BY CONSTRUCTION PERSONNEL, THE CONTRACTING SHALL BE RESPONSIBLE FOR THE REMOVAL OF ANY DAMAGE TO EXISTING FACILITIES, INCLUDING BUT NOT LIMITED TO, EXISTING PLUMBING, UNDERGROUND CABLES, WATERS, SEWER, POWER, CABLE, ETC., CAUSED BY THE CONSTRUCTION. ALL DAMAGES SHALL BE IN COMPLIANCE WITH THE CRIMINAL CODE TO REMEDY DAMAGE AND IN COMPLIANCE WITH THE APPROPRIATE FEDERAL AND STATE LAWS. THE CONTRACT IS IN THE INTEREST OF THE COMMUNITY.

EXISTING CONDITIONS/UNDERGROUND AND CONCEALED

2. CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS, AVOIDANCE, AND EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE DESIGN PROFESSIONAL FOR CONSTRUCTION.
3. THE CONTRACTORS SHALL PROVIDE AND MAINTAIN ALL NECESSARY AND VERTICAL CONSTRUCTION STAKES AT REGULAR INTERVALS THROUGHOUT CONSTRUCTION.
4. CONSTRUCTION SHALL BE SUPERVISED BY AN ADDITIONAL CONTROL PERSON DESIGNATED SEPARATELY BY CONSTRUCTION PROFESSIONAL PRIOR TO BEGINNING THE WORK.

Spec	Pay Item	Description	Units	Bid Quantity	Final Quantity	Remarks
1	C-05	Mobilation	LS	1		
2	SS-720	Construction Safety and Security (CSPP, Barricades, Signs and Traffic Handling)	LS	1		
3	D-01a	Allowance for Storm Sewer Pipe Replacement	LS	1		
4	D-TOTB	Install PAVC Pipe (2' dia)	LF	8		
5	P-10T6.5" B	General, Remove and Dispose Existing Concrete Pavement Full Depth (6 inches)	SY	690		
6	P-10T6.5" B	General, Remove and Dispose Existing Asphalt Ramp	LF	310		
7	P-10T6.5" C	Sewer, Remove and Replace Existing 6" Vertical Curb	CY	20		
8	P-10T6.5" C	Entrapment at Inlet	CY	20		
9	B-12E-4C	Unserviceable Roadway	SY	600		
10	B-12E-4C	Inlet Method Observed (6 inches)	TOT	31		
11	B-12E-4C	Unserviceable Roadway	SY	530		
12	P-8OT-4.0 B	Reinforced Concrete Pavement (8'-12' inches)	SY	70		
13	P-8OT-4.0 B	Reinforced Concrete Pavement Slabs (8'-12' inches)	LF	200		
14	DDOT 606S.6.3	Biodegradable Erosion Control Logs (Jute/Rail)	LF	200		
15	DDOT 606S.6.3	Biodegradable Erosion Control Logs (Polypropylene)	LF	310		
16	DDOT 620	4" Concrete Drip	EA	2		
17	SSA P-20	Freshen and Install 4" Steel Solidus	EA	2		
18	SSA P-20	Install 6" Rubber Speed Bumps	BA	4		

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING EXISTING AND NEW UTILITIES IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING EXISTING AND NEW UTILITIES IN ACCORDANCE WITH THE CONTRACT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING EXISTING AND NEW UTILITIES IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING EXISTING AND NEW UTILITIES IN ACCORDANCE WITH THE CONTRACT.
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[illegible][illegible]

2. THE CONTRACTOR IS RESPONSIBLE FOR SECURING EVIDENCE OF ANY VIOLATION OF THE ABOVE REQUIREMENTS FOR CONSTRUCTION PRACTICE.
3. ANY VIOLATION OF ANY STATE OR FEDERAL LAW OR ANY VIOLATION OF ANY FEDERAL RULE, AS IN ACCORDANCE WITH THE MANUAL OF INQUIRY TRAINING CENTRAL DIVISION (MATIC), THE APPLICABLE FEDERAL ORDER OR ON A VIOLATION OF ANY OTHER FEDERAL ORDER, SHALL BE REPORTED TO THE ATTORNEY GENERAL'S OFFICE AND THE ATTORNEY GENERAL SHALL BE NOTIFIED OF ANY VIOLATION.

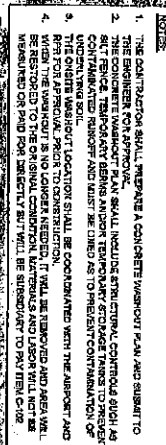
★ **TAYLOR 811**



DRAWING TITLE:		GENERAL NOTES AND SUMMARY OF QUANTITIES
DRAWING NUMBER:		G-001
SHEET NUMBER:		2
SCALE:		NYS
DRAWN BY:		AM
CHECKED BY:		KS

CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.185

FILE:C:\The Bofo Group\ask Breaks Regional\19. CAD\A211007-DPT-PROJECT LAYOUT.dwg



LEGEND:
ACCESS AND MAIL ROUTE
(ONE WAY TRAFFIC)
ACCESS AND MAIL ROUTE
(TWO WAY TRAFFIC)
TEMPORARY STAGING AND
STORAGE AREA



JACK BROOKS
REGIONAL AIRPORT

199

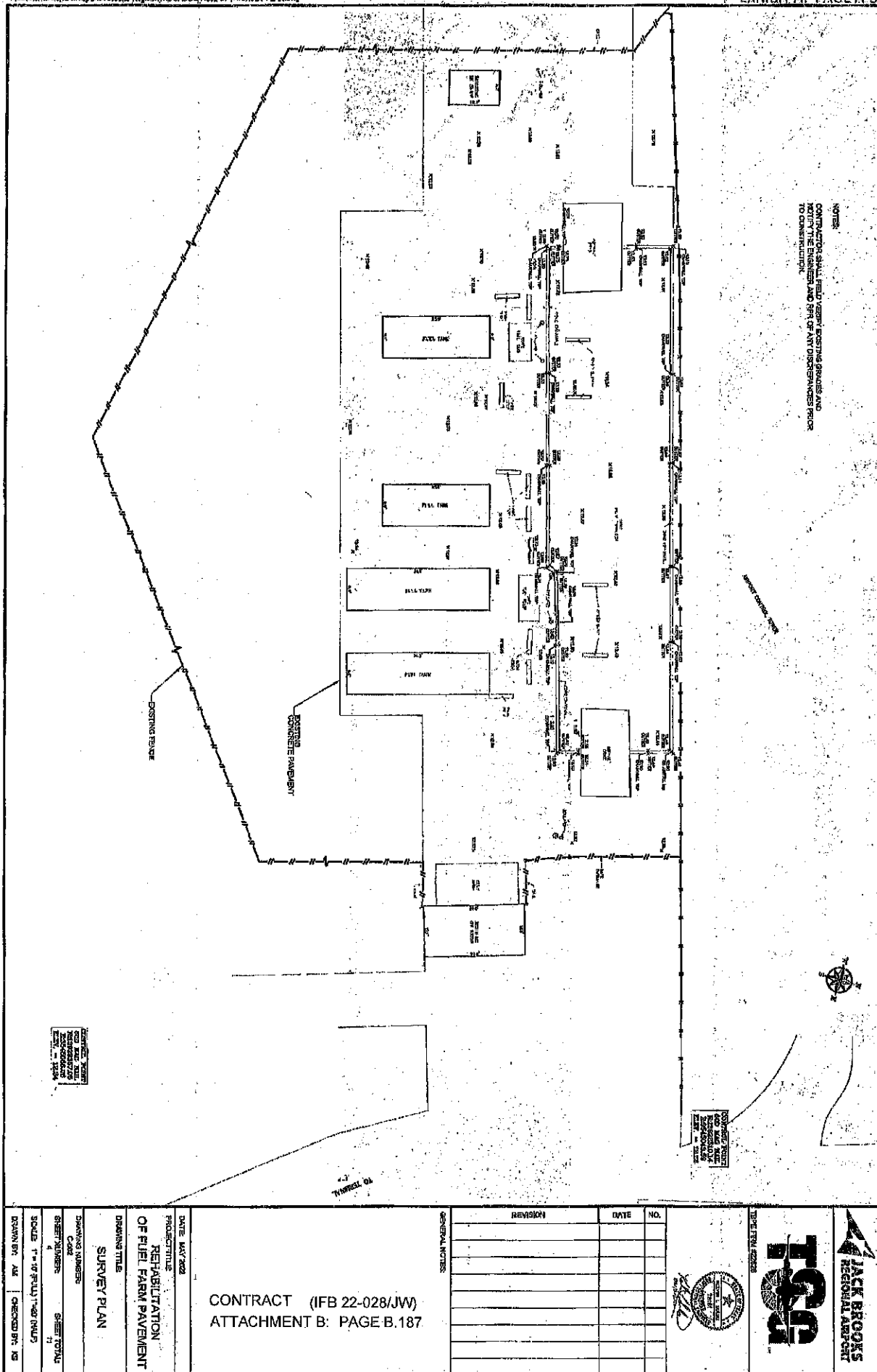
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CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.186

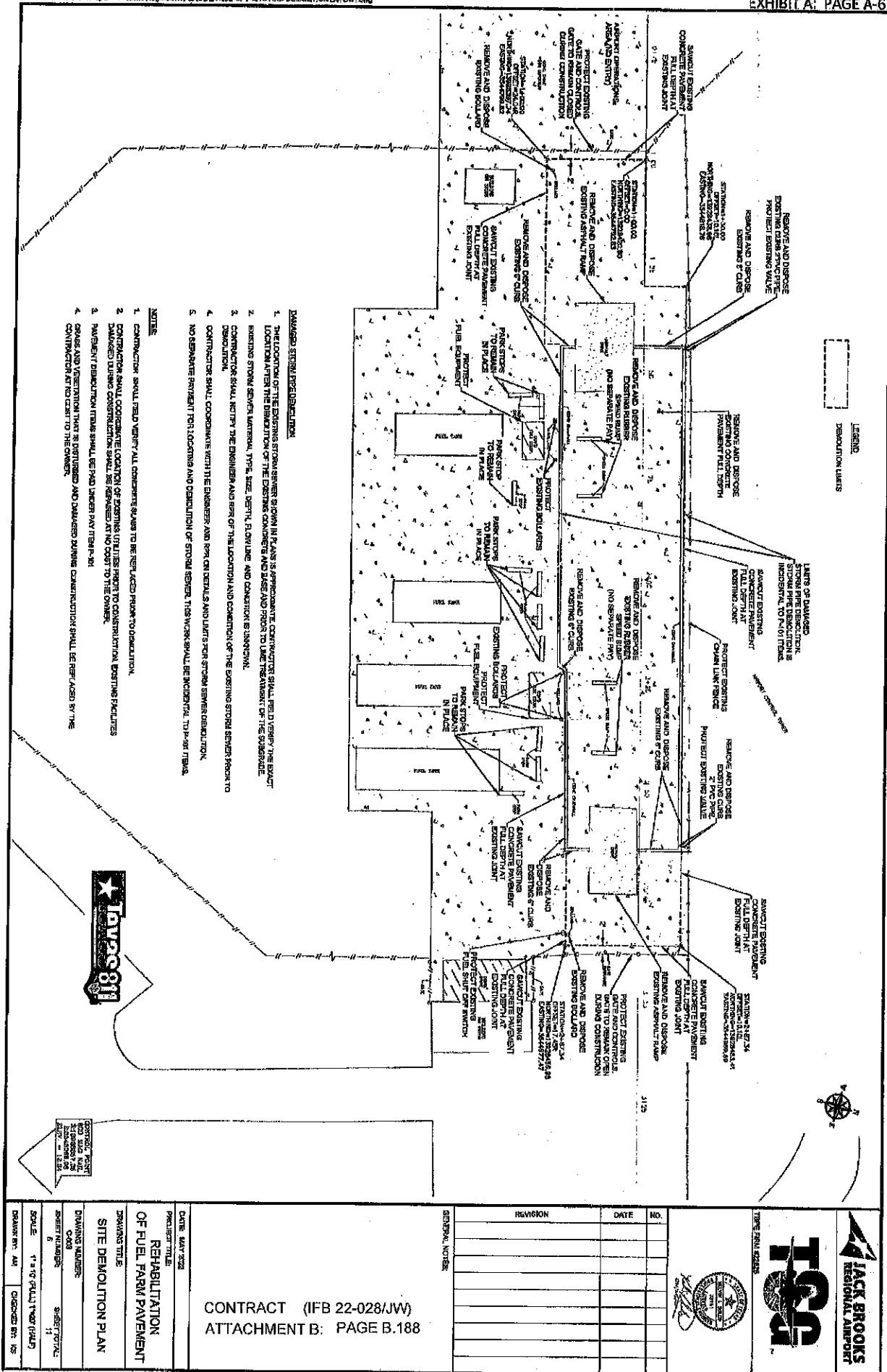
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DRAWING TITLE: PROJECT LAYOUT AND PHASING PLAN	DRAWING NUMBER: C-402
SHEET NUMBER: 5	SHEET TOTAL: 11
DRAWING BY: AM	CHECKED BY: JS

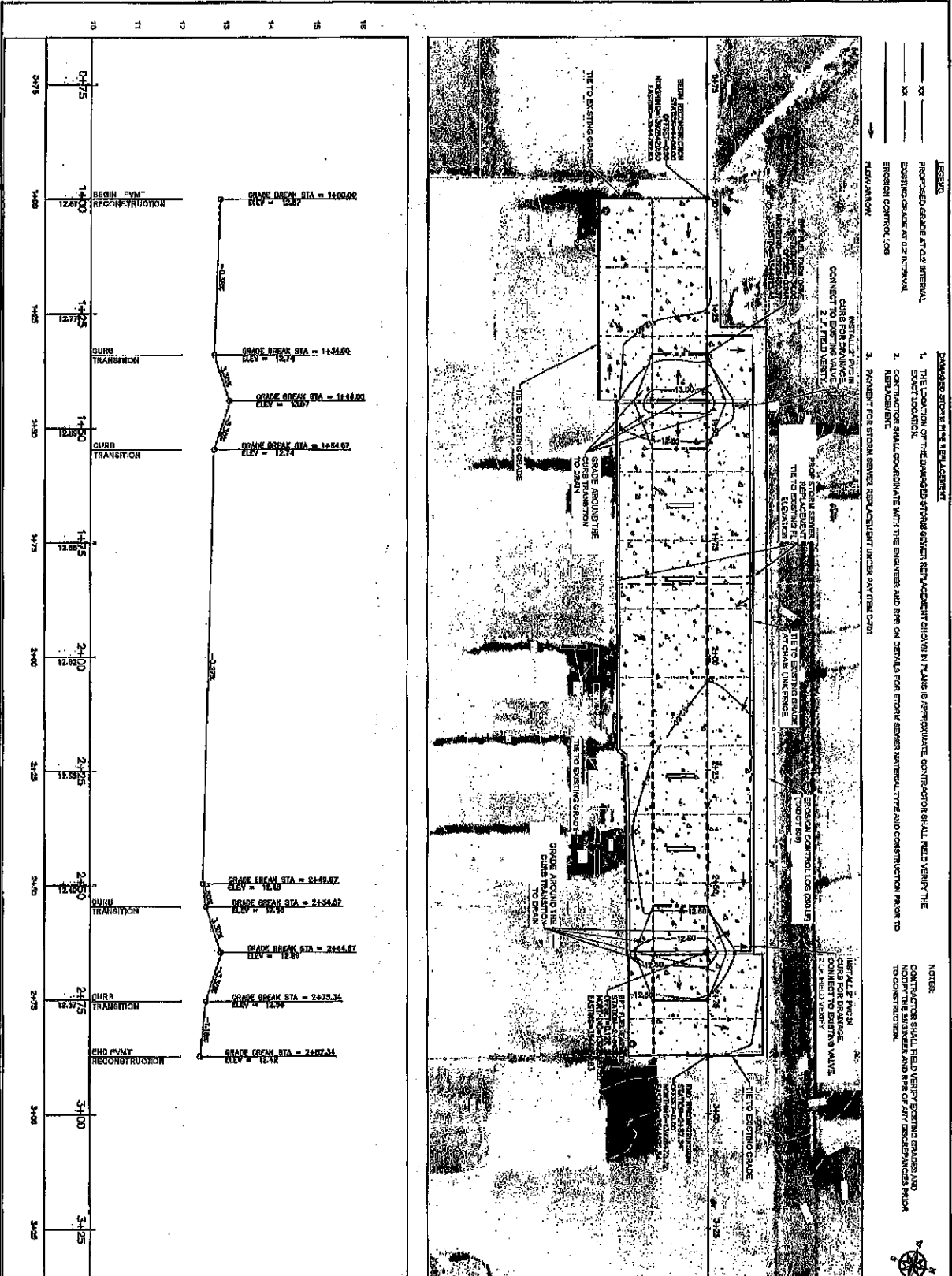
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FILED: The 4000 Group Leak Brooks Region 415, CA00211002-BPT-BTE AND DEMOLITION LAYOUT.dwg




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**JACK BROOKS
FEDERAL AIRPORT**



T&E

DATE: MAY 2022

PROJECT TITLE:
**REHABILITATION
OF FUEL FARM PAVEMENT**

DRAWING TITLE:
**GRAVING, PLAN
AND PROFILE**

DRAWING NUMBER:
0000

SHEET NUMBER:
0

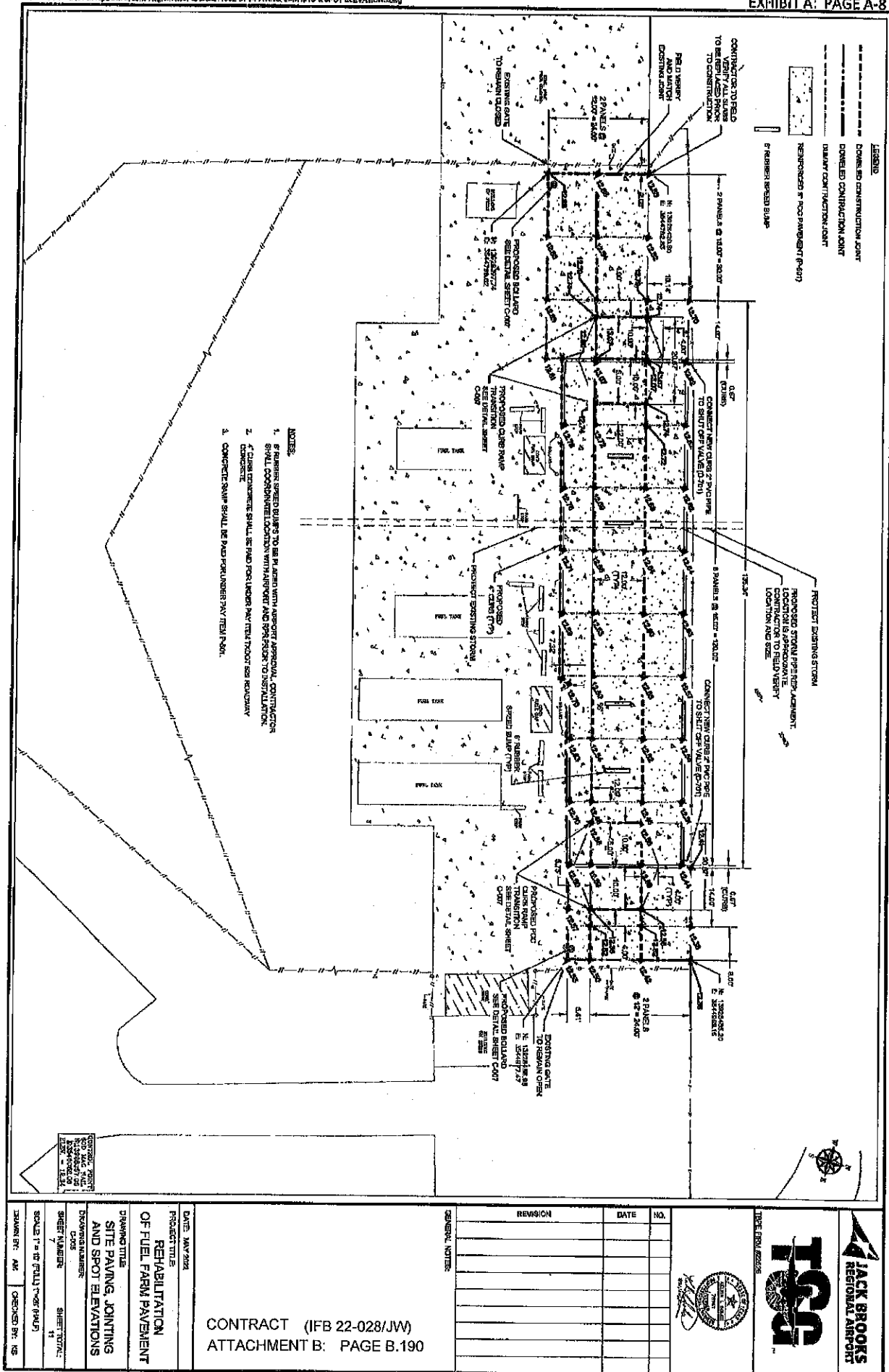
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DRAWN BY: JAM

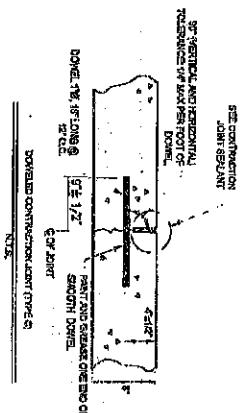
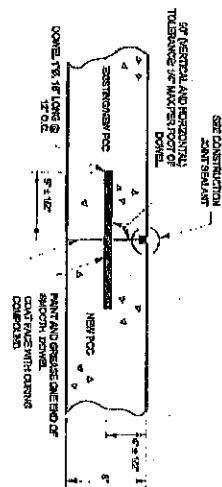
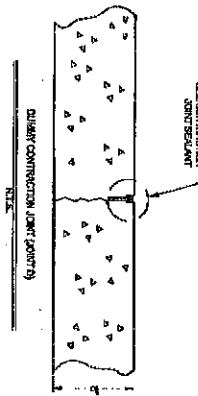
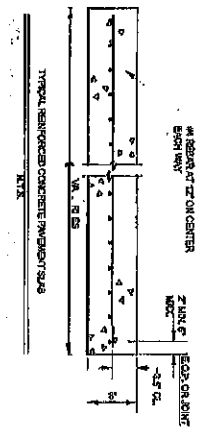
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CONTRACT (IFB 22-028/JW)

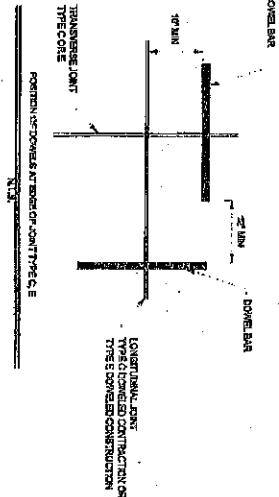
ATTACHMENT B: PAGE B.189



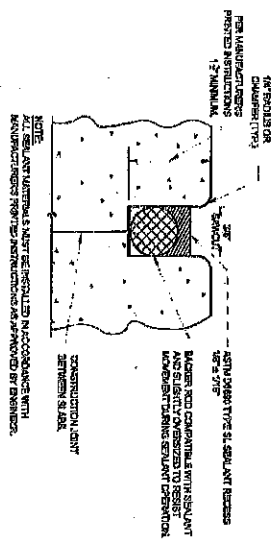
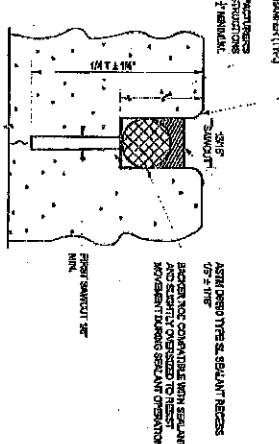
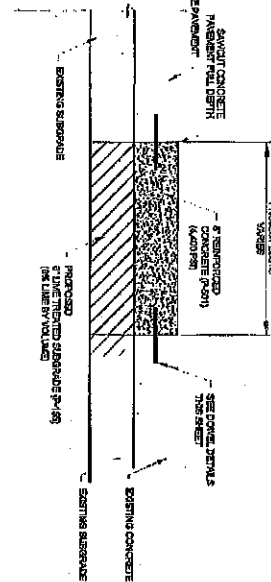
FILE:01110101 Group Jack Brooks Reservoir, CA 01110101-002-001-PAVING DETAILS.dwg



CONCRETE JOINTS NOTE:
PAID FOR CONCRETE JOINTS AND STAIN SPALL
RE INCIDENTAL TO PAVING P4801





SMOOTH DOWN BAR SCHEDULE			
POC SLAB DEPTH	DIAMETER	LENGTH	SPACING
8"	1"	18"	24"
12"	1"	18"	24"

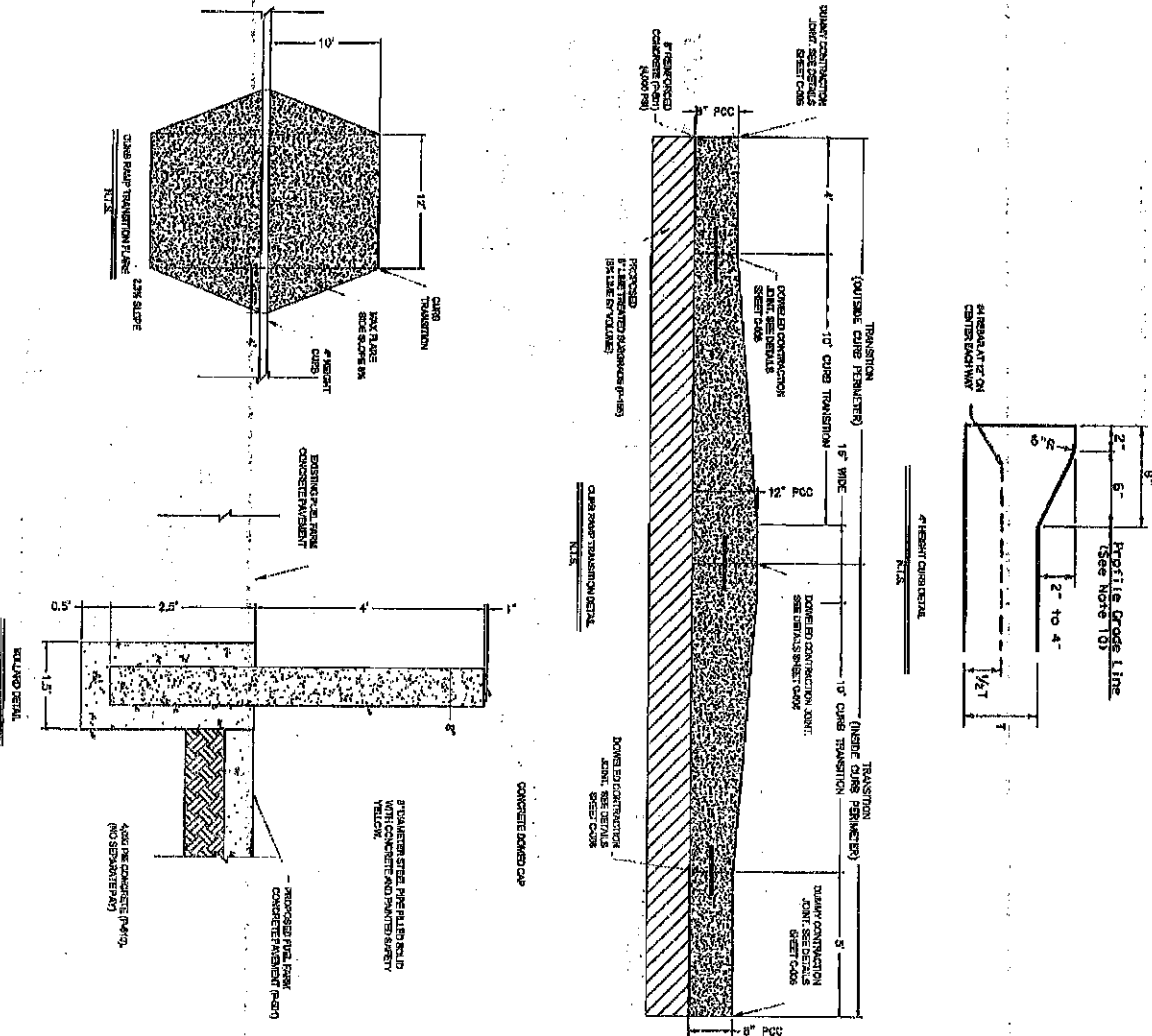


NOTE:
ALL SUBSTANT MATERIALS MUST BE INSTALLED IN ACCORDANCE WITH
MANUFACTURERS' PROVIDED AND PRACTICES AS APPROVED BY ENGINEER.

CONFIDENTIAL JOINT REALTOR
ATTN

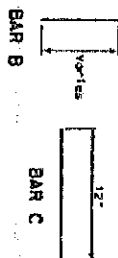
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 JACK BROOKS REGIONAL AIRPORT				TITLE: PAVEMENT	
DATE: 04/11/2022		NO.:		DATE:	
PROJECT TITLE: REHABILITATION OF FUEL FARM PAVEMENT		REVISION:		DATE:	
DRAWING TITLE: PAVEMENT DETAILS		REVISION:		DATE:	
DRAWING NUMBER: 0008		REVISION:		DATE:	
SHEET NUMBER: 8		REVISION:		DATE:	
SHEET TOTAL: 11		REVISION:		DATE:	
DRAWING BY: JAM		REVISION:		DATE:	
CHECKED BY: SK		REVISION:		DATE:	



GENERAL NOTES

1. All members 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 the construction of this class of structures, including grade elevations in accordance with Manufacturer's literature, is permitted for Class A and B Concrete Applications. -
4. Road and curb and gutter with a rounding top, to a minimum radius of 14" when.
5. All existing curbs and sidewalks to be removed shall be sawed or removed or existing joints.
6. When concrete curb is to be placed on existing concrete pavement, Bar B may be drilled and not grouted in place, or may be inserted into fresh concrete.
7. Expansion and contraction joints shall be constructed to meet the same requirements as for curb and gutter. The placement of 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 drain ports 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 being placed adjacent to flexible pavement dimension "T" is 6" minimum.
10. Usual profile grade is the. Refer to typical sections and plan-profile sheets for exact locations.
11. Dimension "I" from top of curb joint to gutter shall be provided where curb and gutter is adjacent to sidewalk or riprap.
12. When new 20' or less length construction joints are used, the longitudinal pavement stress shall be placed in the proper relationship to the curb and gutter so that it will conform to that required for concrete curb.
13. Bar B used as needed to support curb reinforcing steel during concrete placement.

[illegible]

TEACH YOURSELF

CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.192

PROJECT NAME		REHABILITATION OF FUEL FARM PAVEMENT	
DRAWING TITLE		PAVEMENT DETAILS	
DRAWING NUMBER		COC2	
SHEET NUMBER		9	
SHEET TOTAL		11	
SCALE N.T.S.			
DRAWN BY: AM	CHECKED BY: MS		

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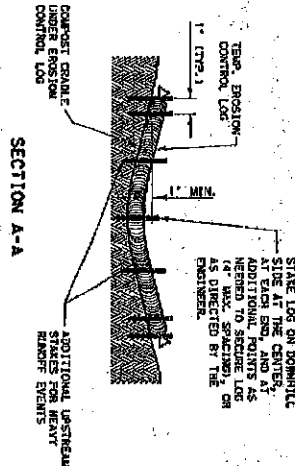
DATE: FILE:

- CL-B—EROSION CONTROL LOG DAM
- CL-B0C—EROSION CONTROL LOG AT BACK OF CURB
- CL-B0D—EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

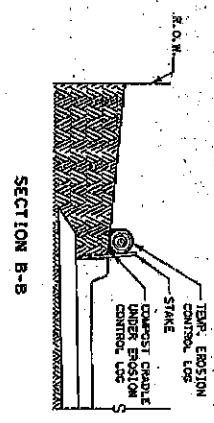
LEGEND



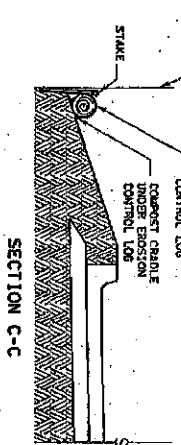
SECTION A-A
EROSION CONTROL LOG DAM



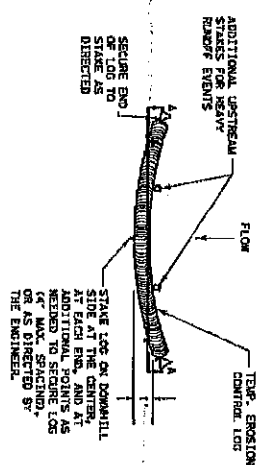
SECTION B-B
EROSION CONTROL LOG AT BACK OF CURB



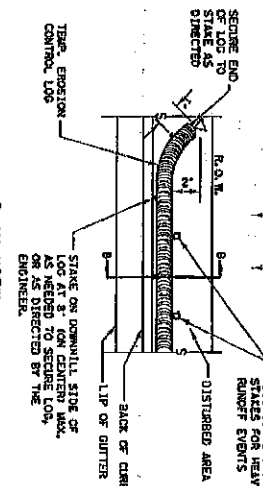
SECTION C-C
EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY



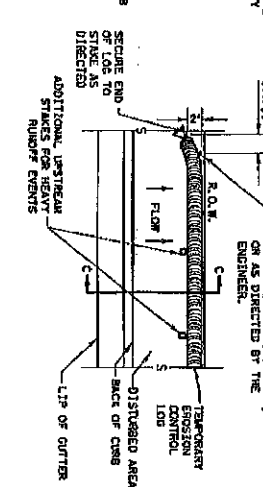
PLAN VIEW



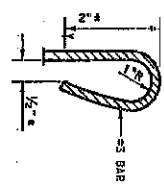
PLAN VIEW



PLAN VIEW



REBAR STAKE DETAIL



SEDIMENT BASIN & TRAP USAGE GUIDELINES

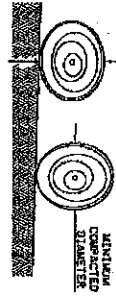
Control logs should be placed in the following locations:

1. In front of drainage ditch or culvert.
2. In front of drainage ditch or culvert.
3. Just before the drainage enters a water course.
4. Just before the drainage leaves the construction limits where drainage flows away from the project.
5. Just before the 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



1. EROSION CONTROL LOGS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
2. LENGTH OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE EROSION CONTROL LOGS WITH A MINIMUM LENGTH OF 10 FEET.
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 2" REBAR, 2' - 4' LONG, DRIVEN SUCH THAT THE ENDS ARE 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. SANDWICHES 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 UP-SLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RAINFALL EVENTS, ADDITIONAL UPGRADE STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

GENERAL NOTES:

TITLE: EROSION CONTROL LOGS		PROJECT: []		DATE: []	
DRAWN BY: []		CHECKED BY: []		APPROVED BY: []	
DESIGNED BY: []		REVIEWED BY: []		DATE: []	
SCALE: []		SHEET: []		TOTAL: []	

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9) - 16

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

GENERAL NOTES

1. For long term satisfactory wear, zones on freeways, dress shall be used as the primary conditioning device.
2. The zones shall be made of a material that can be used as the primary conditioning device, and shall be conditioned by vertical panels, or "Z" traffic cones, in regular sections, one-piece cones may be used with the approval of the Engineer, but only if conditioned are present on the perimeter of all zones to condition the zones.
3. For short term satisfactory wear, zones in temporary, drain off the primary conditioning device, but may be replaced in permanent, transitional and temporary sections by vertical panels, one-piece cones or one-piece cones as approved by the Engineer.
4. The zones shall be used in accordance with the recommendations of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMCD) and its "Council Book Zone Traffic Control Devices" (CZCD).
5. The zones shall be made of a material that can be used as the primary conditioning device, and shall be conditioned by vertical panels, or "Z" traffic cones, in regular sections, one-piece cones may be used with the approval of the Engineer, but only if conditioned are present on the perimeter of all zones to condition the zones.
6. The contractor shall have a minimum of 24 hours to replace any plastic conditioning device for replacement by the Engineer/Inspector, the replacement shall be made at the contractor's expense.

GENERAL DESIGN REQUIREMENTS

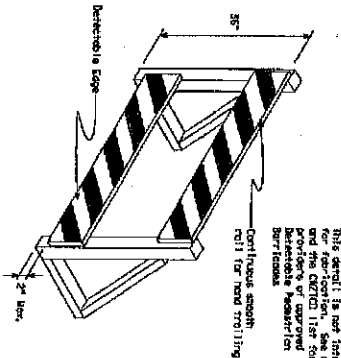
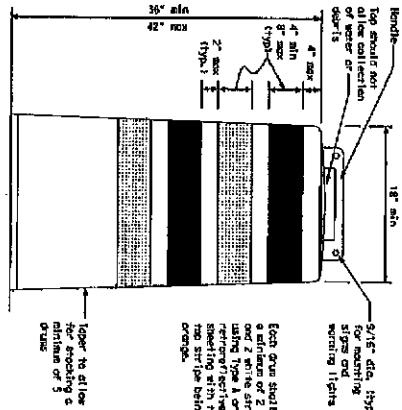
- [illegible]

RETROREFLECTIVE SHEETING

- [illegible]

BALLAST

- [illegible]



DETECTABLE PEDESTRIAN BARRIER CODES

1. Preparation of the test area - The test area should be prepared in the following manner: (a) The test area should be cleared of all vegetation and debris. (b) The test area should be marked with stakes and string to form a square or rectangular area. (c) The test area should be divided into four equal quadrants by a cross of string.
2. Preparation of the test animals - The test animals should be prepared in the following manner: (a) The test animals should be fasted for 24 hours prior to the test. (b) The test animals should be weighed and their sex and age recorded. (c) The test animals should be divided into four groups of equal size.
3. Preparation of the test diets - The test diets should be prepared in the following manner: (a) The test diets should be formulated to contain a known amount of protein and fat. (b) The test diets should be divided into four equal groups. (c) The test diets should be stored in a cool, dry place.
4. Preparation of the test equipment - The test equipment should be prepared in the following manner: (a) The test equipment should be calibrated and checked for accuracy. (b) The test equipment should be divided into four equal groups. (c) The test equipment should be stored in a cool, dry place.
5. Preparation of the test procedures - The test procedures should be prepared in the following manner: (a) The test procedures should be written and approved by the investigator. (b) The test procedures should be divided into four equal groups. (c) The test procedures should be stored in a cool, dry place.
6. Preparation of the test results - The test results should be prepared in the following manner: (a) The test results should be recorded and analyzed. (b) The test results should be divided into four equal groups. (c) The test results should be stored in a cool, dry place.
7. Preparation of the test conclusions - The test conclusions should be prepared in the following manner: (a) The test conclusions should be written and approved by the investigator. (b) The test conclusions should be divided into four equal groups. (c) The test conclusions should be stored in a cool, dry place.



plwood, aluminum or metal sign
substrates shall NOT be used on
plastic drums

1. Signs used on plastic drums shall be manufactured using materials listed on the DCL/DOL.
2. Drums are other work zone signs with an orange background shall be manufactured with Type B or Type C Orange reflective material meeting the color and retroreflectivity requirements specified in the plans. Retroreflective sheet materials specified in the plans.
3. Vertical Panels shall be manufactured with orange and white reflective material meeting the color and retroreflectivity requirements specified in the plans. The back of the panels shall be the threaded towered type.
4. Other sign messages that are classified as "No Sign" or "Approved By the Engineer" sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the No Stop sign which shall be 24 inches square. All other signs shall be 18 inches square, rectangular or round as shown below.
5. Signs shall be installed using a 1/2 inch bolt (minimum) and nut, two washers, one cone locking washer for each connection.
6. Location bolts and nuts shall be fully exposed and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Channels may be placed on drums on the outside of curves, at merging ramps, on exit ramps, and at interchange locations. They may be placed on every drum or spaced over more than an every third drum, a minimum of three (3) drums per mile. Channel location should be in the plans.
8. Pgs. 79-10, 85-11 and 86-11 show closed signs for the right of way. On all 4 inches wide road, be mounted on plastic drums, with support of the Engineer.



CONTRACT (IFB 22-028/JW)

ATTACHMENT B: PAGE B.194

SHEET 8 OF 12

Texas Department of Transportation

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

[illegible]



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

Addendum to IFB

IFB NUMBER: IFB 22-028/JW

IFB TITLE: Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport

IFB DUE BY: 11:00 am CT, Wednesday, August 24, 2022

ADDENDUM NO.: 1

ISSUED (DATE): August 1, 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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission.** If the bid submission 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 IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Clarifications (Attachment)

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

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

ATTEST:

K. Adkins

 Witness

Salazar

 Witness

Approved by _____ Date: _____

[Signature]

 Authorized Signature (Respondent)

MANAGER

 Title of Person Signing Above

Jordan Robbins

 Typed Name of Business or Individual

7900 905 Jade Ave, Port Arthur TX

 Address



ADDENDUM NO. 1

DATE: July 29, 2022

OWNER: Jefferson County, Texas - Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: Email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Monday, August 15, 2022, at 5:00 p.m.**,

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m.**, Central Standard Time

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references are summarized below.

A. SECTION 2: FEDERAL MANDATED CONTRACT PROVISIONS

Breach of Contract Terms/Remedies (ADD following Paragraph)

Source: FAA AC 150/5370-10H 12/21/2018; Section 80 Execution and Progress pg. 51

Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, Determination and Extension of Contract Time) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.196

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817-564-6895 / 833-591-5780
<https://thesolcogroup.com>

ADDENDUM NO. 1 (IFB 22-028/JW) PAGE 2 of 3

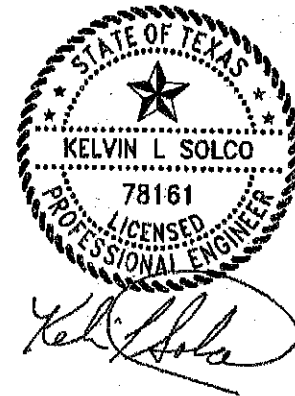
Schedule – 1 Phase
Liquidated Damages Cost - \$500/day
Allowed Construction Time – 30 Calendar Days

B. SECTION 4: MINIMUM SPECIFICATIONS

Drawings reflect the scope of work as described on page 37.

Addendum Prepared By:

Kelvin Solco, P.E.,
Principal



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CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.197

ADDENDUM NO. 1 (IFB 22-028/JW) PAGE 3 of 3



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8583
 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER: IFB 22-028/JW

IFB TITLE: Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional

IFB DUE BY: Airport 11:00 am CT, Wednesday, August 24, 2022

ADDENDUM NO.: 2

ISSUED (DATE): August 17, 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 bids to have been proffered in recognition and consideration of the entire IFB Specifications 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 bid submission.** If the bid submission 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 IFB Opening Date and Time, as stated above.

REASONS FOR ISSUANCE OF THIS ADDENDUM:

- Clarifications (See Pages 1-4)
- REVISED PLAN SHEET NO. 3
- REVISED BID FORM PAGE 42 (REPLACEMENT PAGE)

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

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

ATTEST:

K. Adkins

 Witness

Salazar

 Witness

[Signature]

 Authorized Signature (Respondent)

MANAGER

 Title of Person Signing Above

Tordan Robbins

 Typed Name of Business or Individual

Approved by _____ Date: _____

905 Dunde Ave. Port Arthur TX

 Address



FB 22-028/JW ADDENDUM NO. 2

DATE: 8/10/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: Email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 18, 2022, at 5:00 p.m.**

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m., Central Standard Time.**

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below:

1. **CONTRACT TIME:** Can the time of completion be revised to 45 or 60 calendar days? Given the phasing and access issues, 30 days is going to be difficult. **30 days is preferred timeframe. The access issues and project phasing concerns are clarified in section 5 of this addendum.**

Can we work Sundays? Yes

2. **ALLOWANCE FOR STORM SEWER PIPE:** Is the County going to provide an amount to input for the allowance? No

Without more information, it is very difficult to assess what is required. A core sample taken during a geotechnical investigation indicated an accumulation of water beneath a section of the concrete panels. This accumulation of water is the likely cause of the panel failures. The purpose of the allowance is to provide compensation for the contractor to locate the source of the water accumulation and repair a broken water line if encountered. The onsite resident project representative (RPR) will work with contractor after the panels are removed to examine the area and resolve the issue before new concrete is placed.

Addendum No. 2 - Page 1
(IFB 22-028/JW)

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CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.199



FB 22-028/JW ADDENDUM NO. 2

DATE: 8/10/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: Email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 18, 2022, at 5:00 p.m.**

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Addendum No. 2 - Page 1
(IFB 22-028/JW)

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CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.199

3. **CONCRETE SLUMP/PUMPING:** Can the max slump allowed be revised to 5" to 6" so we can pump the concrete? It would help speed up the schedule if pumping is allowed but the slump requirements would have to be modified.

No. The contract specifications apply as indicated in P-501-7 - 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)

4. **CONCRETE FINISHING EQUIPMENT:** Can you clarify what finishing equipment will be allowed? Is this area considered irregular?

This is considered irregular. Any appropriate equipment may be used as long as the concrete requirements are met, such as smoothness, etc.

A slip form paver cannot be used in this location. Would a vibratory screed be allowed?
Yes – as long as concrete as specified is achieved.

5. **ACCESS:** Please clarify the extent we must accommodate airport access. Will we have to shutdown work at anytime to allow planes to fuel, etc.?

This construction project shall take place outside of the Aircraft Operational Area (AOA). The contractor shall NOT access the AOA without the explicit permission of the airport owner. Further clarification on the possibility of accommodating fueling operations during the construction project includes the following:

- a. Aircraft will not enter into the construction area.
- b. All construction equipment shall remain outside of the AOA.
- c. Fuel trucks will be used to provide fuel to aircraft in the AOA when needed.
- d. Fueling operations will cease during the concrete demolition phase of this project.
- e. In the event that emergency access to the fuel farm tanks is needed, or anticipated to be needed during this construction period, the airport owner and the engineer will coordinate with the contractor to phase the concrete placement in a manner that allows an emergency lane for fuel truck access. Emergency fueling operations will only use this temporary emergency lane after sufficient concrete curing has occurred.

- f. The contractor will need to be prepared to accommodate a temporary interruption of work only for a brief period of time to allow for emergency fueling operations.**
- g. The contractor will need to ensure there is a safe distance between ongoing construction activities and emergency fueling operations.**

Addendum Prepared By:

Kelvin Solco, PE,
Principal



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Addendum No. 2 - Page 3
(IFB 22-028/JW)



FB 22-028/JW ADDENDUM NO. 2

Addendum No. 2 - Page 4
(IFB 22-028/JW)

DATE: 8/15/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 15, 2022, at 5:00 p.m.**

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m.**, Central Standard Time.

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below.

1. Who is responsible for Materials Testing? All quality assurance testing shall be done by the Contractor. Please see the Items below:
 - a. Item 152-5, section 152-2.10 under paragraph 2, last sentence.
 - b. Item 155-4, section 155-6.10 and a. Density Paragraph
 - c. Item 501-7, section 501-3.3 f., 501-3.4 Concrete Mix Submittal, 501-4.8 c. Consolidation, 501-4-11 e. Straightedge testing and surface correction., P-501-24 CONTRACTOR QUALITY CONTROL (CQC)
 - d. Page 8 of 61 of bid documents section 2.12.
2. DRAWING PLAN SHEET 3 – Replace Sheet 3 with New Sheet 3. Arrow for “One-Way” traffic corrected.
3. BID DOCUMENTS – Replace pg. 42 with New Page to include TOTAL BID LINE.

Addendum Prepared By:

Kelvin Solco, PE,
President / CEO

PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>



CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.202

ADDENDUM NO. 2
(IFB 22-028/JW)

BID FORM (CONTINUED) REPLACEMENT PAGE 42

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 14	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Install)	200	LF		
TXDOT 506-6.6.1				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 15	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Removal)	200	LF		
TXDOT 506-6.6.2				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 16	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4" Concrete Curb	278	LF		
TXDOT 529				

DESCRIPTION:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
	TOTAL BID PRICE (\$ XXX,XXX.XX)			
TOTAL BID				

REQUIRED FORM

Bidder: 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	_____
Addendum 4	_____	Date Received	_____
Addendum 5	_____	Date Received	_____

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

CONTRACT: ATTACHMENT C



BID BOND

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we DezTex Industrial Services, LLC dba RAMTEX Industrial, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY, 2103 CityWest Blvd., Suite 1300, Houston, TX 77042**, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County Purchasing Department as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport, Project No. IFB-22-028/JW.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of August, 2022.

Principal: **DezTex Industrial Services, LLC dba RAMTEX Industrial, LLC**

By: [Signature] Signature

Name: JORDAN ROBBINS
Title: MANAGER

SureTec Insurance Company

By: [Signature] Signature

Name: **Jessica Turner**
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint:

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

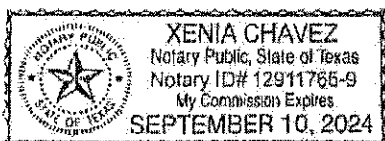
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of August, 2022, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2022

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 Higginbotham Insurance Agency, Inc. PO Box 1609 Nederland TX 77627		CONTACT NAME: Rayette Corley PHONE (A/C, No, Ext): 409-721-6400 FAX (A/C, No): 409-721-9600 E-MAIL: rcorley@higginbotham.net ADDRESS:															
INSURED RAMTEX Industrial, LLC 905 West Jade Avenue Port Arthur TX 77640		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER B: Mt Hawley Insurance Company</td> <td>37974</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: Imperium Insurance Company</td> <td>35408</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Texas Mutual Insurance Company	22945	INSURER B: Mt Hawley Insurance Company	37974	INSURER C: Continental Casualty Company	20443	INSURER D: Imperium Insurance Company	35408	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1820897745

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NRG0000497	4/17/2022	4/17/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ILR18-01747-00	6/26/2022	6/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	NRX0000822	4/17/2022	4/17/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	0001236480	4/17/2022	4/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B C	Contractors Pollution Leased/Rented Equipment			NRG0000497 7015578565	4/17/2022 10/11/2021	4/17/2023 10/11/2022	Each Occurrence 1,000,000 Aggregate 2,000,000 R/L Equipment Limit 500,000

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

As required by written contract and subject to policy terms and conditions, General Liability policy provides Blanket Additional Insured (CG2010 10/01 & CG2037 10/01) which includes ongoing and completed operations, Primary and Noncontributory (CG2001 04/13) and Blanket Waiver of Subrogation (CG2404 05/09); Business Auto policy provides blanket additional insured (IIC CA 33 01 04/13) and Blanket Waiver of Subrogation (CA 04 44 10/13) Primary and Noncontributory (IIC CA 33 01 04/13); Workers Compensation policy provides Blanket Waiver of Subrogation (WC420304B). Umbrella Policy follows form General Liability, Business Automobile and Workers Compensation.

Supplemental Named Insureds:
 DezTex Industrial Services, LLC dba RamTex
 See Attached...

CERTIFICATE HOLDER

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

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: DEZTE

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED RAMTEX Industrial, LLC 905 West Jade Avenue Port Arthur TX 77640
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RAMTEX Holdings LLC

Robbins and Adkins Management, LLC

The general liability, automobile liability and umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile liability, umbrella and workers compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

PERFORMANCE AND PAYMENT BONDS HERE

10-4-2022 10:14:00

10-4-2022 10:14:00

10-4-2022 10:14:00

10-4-2022 10:14:00

DEZTEX INDUSTRIAL SERVICES, LLC

9/21/22
D. West.

Unique Entity ID JGPKCKBHWV5	CAGE / NCAGE 6RZZ8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 18, 2022	
Physical Address 906 Jade AVE Port Arthur, Texas 77640-1373 United States	Mailing Address PO Box 21397 Beaumont, Texas 77720 United States	

Business Information

Doing Business as Ramtex	Division Name DezTex Industrial Services, Llc	Division Number DezTex Ind
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL http://www.deztex.com

Registration Dates

Activation Date Jul 23, 2021	Submission Date Jul 20, 2021	Initial Registration Date Jun 18, 2012
---------------------------------	---------------------------------	---

Entity Dates

Entity Start Date Feb 3, 2012	Fiscal Year End Close Date Dec 31
----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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. 110-282, 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 FAPIS.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 Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business
 Self Certified Small Disadvantaged Business
 Economically Disadvantaged Women Owned
 Small Business
 Woman Owned Small Business
 Woman Owned Business
 Black American Owned

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
 No

Debt Subject To Offset
 No

EFT Indicator
 0000

CAGE Code
 6RZZB

Points of Contact**Electronic Business**

X
 Angel Lee

PO Box 21397
 Beaumont, Texas 77720
 United States

Government Business

X
 Angel Lee

PO Box 21397
 Beaumont, Texas 77720
 United States

Jordan Robbins

PO Box 21397
 Beaumont, Texas 77720
 United States

Service Classifications**NAICS Codes**

Primary
 Yes

NAICS Codes
 238910
 236210
 236220
 238110
 238990

NAICS Title
 Site Preparation Contractors
 Industrial Building Construction
 Commercial And Institutional Building Construction
 Poured Concrete Foundation And Structure Contractors
 All Other Specialty Trade Contractors

Product and Service Codes

PSC

PSC Name

F021

Natural Resources/Conservation- Site Preparation

J054

Maintenance, Repair, And Rebuilding Of Equipment- Prefabricated Structures And Scaffolding

N054

Installation Of Equipment- Prefabricated Structures And Scaffolding

Y100

Construction Of Structures And Facilities

Y1AA

Construction Of Office Buildings

Y1JZ

Construction Of Miscellaneous Buildings

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels

Dollars

(blank)	(blank)
---------	---------

States
Florida
Louisiana
Texas

Counties
(blank)

Metropolitan Statistical Areas
(blank)

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(713) 812-0800

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.: 4456187

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAMTEX Industrial, LLC (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Jefferson County Purchasing Department (hereinafter called the Obligee), in the amount of One Hundred Eighty Five Thousand Seven Hundred Forty Seven and 38/100 Dollars (\$185,747.38) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the ____ day of _____, _____ for Rehabilitation of Fuel Farm Pavement, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

Principal: RAMTEX Industrial, LLC

By: _____

Surety: SureTec Insurance Company

By: _____

Payton Blanchard
Payton Blanchard, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

SURETEC INSURANCE COMPANY

By: 

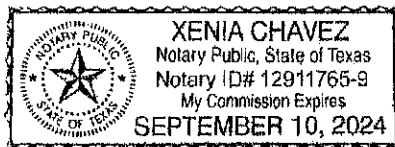
Michael C. Keimig, President



State of Texas
County of Harris

ss:

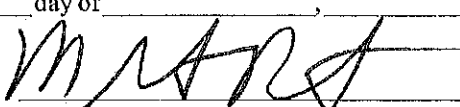
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Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and further, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.


M. Brent Beaty, Assistant Secretary

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SureTec Insurance Company

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TEXAS STATUTORY PERFORMANCE BOND

Bond No.: 4456187

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NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions, and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

Principal: RAMTEX Industrial, LLC

By: Craig Bell

Surety: **SureTec Insurance Company**

By: Payton Blanchard
Payton Blanchard, Attorney-in-Fact

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POA #: 4221178

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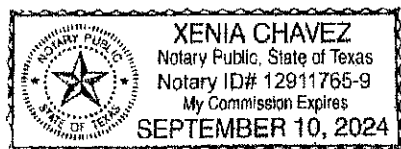
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
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M. Brent Beaty
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SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



FB 22-028/JW ADDENDUM NO. 2

DATE: 8/10/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: Email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 18, 2022, at 5:00 p.m.**

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m., Central Standard Time.**

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below.

1. **CONTRACT TIME:** Can the time of completion be revised to 45 or 60 calendar days? Given the phasing and access issues, 30 days is going to be difficult. **30 days is preferred timeframe. The access issues and project phasing concerns are clarified in section 5 of this addendum.**

Can we work Sundays? Yes

2. **ALLOWANCE FOR STORM SEWER PIPE:** Is the County going to provide an amount to input for the allowance? No

Without more information, it is very difficult to assess what is required. **A core sample taken during a geotechnical investigation indicated an accumulation of water beneath a section of the concrete panels. This accumulation of water is the likely cause of the panel failures. The purpose of the allowance is to provide compensation for the contractor to locate the source of the water accumulation and repair a broken water line if encountered. The onsite resident project representative (RPR) will work with contractor after the panels are removed to examine the area and resolve the issue before new concrete is placed.**

Addendum No. 2 - Page 1
(IFB 22-028/JW)

PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>

CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.199

3. **CONCRETE SLUMP/PUMPING:** Can the max slump allowed be revised to 5" to 6" so we can pump the concrete? It would help speed up the schedule if pumping is allowed but the slump requirements would have to be modified.

No. The contract specifications apply as indicated in P-501-7 - 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)

4. **CONCRETE FINISHING EQUIPMENT:** Can you clarify what finishing equipment will be allowed? Is this area considered irregular?

This is considered irregular. Any appropriate equipment may be used as long as the concrete requirements are met, such as smoothness, etc.

A slip form paver cannot be used in this location. Would a vibratory screed be allowed?
Yes – as long as concrete as specified is achieved.

5. **ACCESS:** Please clarify the extent we must accommodate airport access. Will we have to shutdown work at anytime to allow planes to fuel, etc.?

This construction project shall take place outside of the Aircraft Operational Area (AOA). The contractor shall NOT access the AOA without the explicit permission of the airport owner. Further clarification on the possibility of accommodating fueling operations during the construction project includes the following:

- a. Aircraft will not enter into the construction area.
- b. All construction equipment shall remain outside of the AOA.
- c. Fuel trucks will be used to provide fuel to aircraft in the AOA when needed.
- d. Fueling operations will cease during the concrete demolition phase of this project.
- e. In the event that emergency access to the fuel farm tanks is needed, or anticipated to be needed during this construction period, the airport owner and the engineer will coordinate with the contractor to phase the concrete placement in a manner that allows an emergency lane for fuel truck access. Emergency fueling operations will only use this temporary emergency lane after sufficient concrete curing has occurred.

- f. The contractor will need to be prepared to accommodate a temporary interruption of work only for a brief period of time to allow for emergency fueling operations.
- g. The contractor will need to ensure there is a safe distance between ongoing construction activities and emergency fueling operations.

Addendum Prepared By:

Kelvin Solco, PE,
Principal



PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>

Addendum No. 2 - Page 3
(IFB 22-028/JW)



FB 22-028/JW ADDENDUM NO. 2

Addendum No. 2 - Page 4
(IFB 22-028/JW)

DATE: 8/15/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 15, 2022, at 5:00 p.m.**,

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m.**, Central Standard Time.

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below.

1. Who is responsible for Materials Testing? All quality assurance testing shall be done by the Contractor. Please see the Items below:
 - a. Item 152-5, section 152-2.10 under paragraph 2, last sentence.
 - b. Item 155-4, section 155-6.10 and a. Density Paragraph
 - c. Item 501-7, section 501-3.3 f., 501-3.4 Concrete Mix Submittal, 501-4.8 c. Consolidation, 501-4-11 e. Straightedge testing and surface correction., P-501-24 CONTRACTOR QUALITY CONTROL (CQC)
 - d. Page 8 of 61 of bid documents section 2.12.
2. DRAWING PLAN SHEET 3 – Replace Sheet 3 with New Sheet 3. Arrow for “One-Way” traffic corrected.
3. BID DOCUMENTS – Replace pg. 42 with New Page to include TOTAL BID LINE.

Addendum Prepared By:

Kelvin Solco, PE,
President / CEO

PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>



CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.202

ADDENDUM NO. 2
(IFB 22-028/JW)

BID FORM (CONTINUED) REPLACEMENT PAGE 42

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 14	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Install)	200	LF		
TXDOT 506-6.6.1				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 15	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Removal)	200	LF		
TXDOT 506-6.6.2				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 16	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4" Concrete Curb	278	LF		
TXDOT 529				

DESCRIPTION:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
	TOTAL BID PRICE (\$ XXX,XXX.XX)			
TOTAL BID				

REQUIRED FORM

Bidder: 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 _____
Addendum 4 _____	Date Received _____
Addendum 5 _____	Date Received _____

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

CONTRACT: ATTACHMENT C



BID BOND

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we DezTex Industrial Services, LLC dba RAMTEX Industrial, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY, 2103 CityWest Blvd., Suite 1300, Houston, TX 77042,** as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County Purchasing Department as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport, Project No. IFB-22-028/JW.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of August, 2022.

Principal: DezTex Industrial
Services, LLC dba RAMTEX
Industrial, LLC

By: [Signature] Signature

Name: JORDAN ROBBINS
Title: MANAGER

SureTec Insurance Company

By: [Signature] Signature

Name: Jessica Turner
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

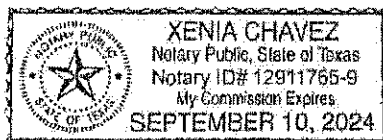
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas; that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of August, 2022, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2022

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
Higginbotham Insurance Agency, Inc.
PO Box 1809
Nederland TX 77627

CONTACT NAME: Rayette Corley

PHONE (A/C, No, Ext): 409-721-8400

FAX (A/C, No): 409-721-9600

E-MAIL ADDRESS: rcorley@higginbotham.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Texas Mutual Insurance Company

22945

INSURER B: Mt Hawley Insurance Company

37974

INSURER C: Continental Casualty Company

20443

INSURER D: Imperium Insurance Company

35408

INSURER E:

INSURER F:

INSURED
RAMTEX Industrial, LLC
905 West Jade Avenue
Port Arthur TX 77640

DEZTE

COVERAGES

CERTIFICATE NUMBER: 1820897745

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	NRG0000497	4/17/2022	4/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ILR18-01747-00	6/26/2022	6/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	NRX0000522	4/17/2022	4/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y	N/A	0001236480	4/17/2022	4/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Contractors Pollution Leased/Rented Equipment			NRG0000497 7015678566	4/17/2022 10/11/2021	4/17/2023 10/11/2022	Each Occurrence 1,000,000 Aggregate 2,000,000 RL Equipment Limit 500,000

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

As required by written contract and subject to policy terms and conditions, General Liability policy provides Blanket Additional Insured (CG2010 10/01 & CG2037 10/01) which includes ongoing and completed operations, Primary and Noncontributory (CG2001 04/13) and Blanket Waiver of Subrogation (CG2404 05/09); Business Auto policy provides blanket additional insured (IIC CA 33 01 04/13) and Blanket Waiver of Subrogation (CA 04 44 10/13) Primary and Noncontributory (IIC CA 33 01 04/13); Workers Compensation policy provides Blanket Waiver of Subrogation (WC420304B). Umbrella Policy follows form General Liability, Business Automobile and Workers Compensation.

Supplemental Named Insureds:
DezTex Industrial Services, LLC dba RamTex
See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: DEZTE

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED RAMTEX Industrial, LLC 905 West Jade Avenue Port Arthur TX 77640	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RAMTEX Holdings LLC

Robbins and Adkins Management, LLC

The general liability, automobile liability and umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile liability, umbrella and workers compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

[illegible]



DEZTEX INDUSTRIAL SERVICES, LLC

9/21/22
B. West.

Unique Entity ID JGPCCKKBHWDV5	CAGE / NCAGE 6RZZ8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 18, 2022	
Physical Address 905 Jade AVE Port Arthur, Texas 77640-1373 United States	Mailing Address PO Box 21397 Beaumont, Texas 77720 United States	

Business Information

Doing Business as Raintex	Division Name Deztex Industrial Services, Llc	Division Number DezTex Ind
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL http://www.deztex.com

Registration Dates

Activation Date Jul 23, 2021	Submission Date Jul 20, 2021	Initial Registration Date Jun 18, 2012
---------------------------------	---------------------------------	---

Entity Dates

Entity Start Date Feb 3, 2012	Fiscal Year End Close Date Dec 31
----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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 FAPIS.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 Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business
 Self Certified Small Disadvantaged Business
 Economically Disadvantaged Women Owned
 Small Business
 Woman Owned Small Business
 Woman Owned Business
 Black American Owned

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
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6RZZ8

Points of Contact**Electronic Business**

☒
Angel Lee

PO Box 21397
Beaumont, Texas 77720
United States

Government Business

☒
Angel Lee

PO Box 21397
Beaumont, Texas 77720
United States

Jordan Robbins

PO Box 21397
Beaumont, Texas 77720
United States

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
238910
236210
236220
238110
238990

NAICS Title
Site Preparation Contractors
Industrial Building Construction
Commercial And Institutional Building Construction
Poured Concrete Foundation And Structure Contractors
All Other Specialty Trade Contractors

Product and Service Codes

PSC

PSC Name

F021

Natural Resources/Conservation- Site Preparation

J054

Maintenance, Repair, And Rebuilding Of Equipment- Prefabricated Structures And Scaffolding

N054

Installation Of Equipment- Prefabricated Structures And Scaffolding

Y100

Construction Of Structures And Facilities

Y1AA

Construction Of Office Buildings

Y1JZ

Construction Of Miscellaneous Buildings

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels

Dollars

(blank)	(blank)
---------	---------

States
Florida
Louisiana
Texas

Counties
(blank)

Metropolitan Statistical Areas
(blank)

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(713) 812-0800

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.: 4456187

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAMTEX Industrial, LLC (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Jefferson County Purchasing Department (hereinafter called the Obligee), in the amount of One Hundred Eighty Five Thousand Seven Hundred Forty Seven and 38/100 Dollars (\$185,747.38) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the ____ day of _____, _____ for Rehabilitation of Fuel Farm Pavement, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

Principal: RAMTEX Industrial, LLC

By: _____

Surety: SureTec Insurance Company

By: _____

Payton Blanchard
Payton Blanchard, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seals shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

SURETEC INSURANCE COMPANY

By:

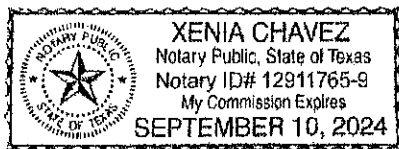
Michael C. Keimig
Michael C. Keimig, President



State of Texas
County of Harris

ss:

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(713) 812-0800

TEXAS STATUTORY PERFORMANCE BOND

Bond No.: 4456187

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAMTEX Industrial, LLC (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Jefferson County Purchasing Department (hereinafter called the Obligee), in the amount of One Hundred Eighty Five Thousand Seven Hundred Forty Seven and 38/100 Dollars (\$185,747.38) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the ____ day of _____, _____ for Rehabilitation of Fuel Farm Pavement, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

Principal: RAMTEX Industrial, LLC

By: Craig Bell

Surety: **SureTec Insurance Company**

By: Payton Blanchard
Payton Blanchard, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

SURETEC INSURANCE COMPANY

By: Michael C. Keimig

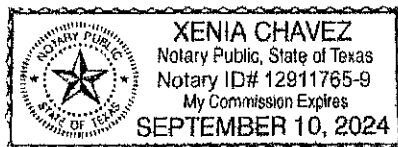
Michael C. Keimig, President

State of Texas
County of Harris

SS:



On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



FB 22-028/JW ADDENDUM NO. 2

DATE: 8/10/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: Email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 18, 2022, at 5:00 p.m.**

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m., Central Standard Time.**

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below:

1. **CONTRACT TIME:** Can the time of completion be revised to 45 or 60 calendar days? Given the phasing and access issues, 30 days is going to be difficult. **30 days is preferred timeframe. The access issues and project phasing concerns are clarified in section 5 of this addendum.**

Can we work Sundays? **Yes**

2. **ALLOWANCE FOR STORM SEWER PIPE:** Is the County going to provide an amount to input for the allowance? **No**

Without more information, it is very difficult to assess what is required. **A core sample taken during a geotechnical investigation indicated an accumulation of water beneath a section of the concrete panels. This accumulation of water is the likely cause of the panel failures. The purpose of the allowance is to provide compensation for the contractor to locate the source of the water accumulation and repair a broken water line if encountered. The onsite resident project representative (RPR) will work with contractor after the panels are removed to examine the area and resolve the issue before new concrete is placed.**

Addendum No. 2 - Page 1
(IFB 22-028/JW)

PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>

CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.199

3. **CONCRETE SLUMP/PUMPING:** Can the max slump allowed be revised to 5" to 6" so we can pump the concrete? It would help speed up the schedule if pumping is allowed but the slump requirements would have to be modified.

No. The contract specifications apply as indicated in P-501-7 - 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)

4. **CONCRETE FINISHING EQUIPMENT:** Can you clarify what finishing equipment will be allowed? Is this area considered irregular?

This is considered irregular. Any appropriate equipment may be used as long as the concrete requirements are met, such as smoothness, etc.

A slip form paver cannot be used in this location. Would a vibratory screed be allowed?
Yes – as long as concrete as specified is achieved.

5. **ACCESS:** Please clarify the extent we must accommodate airport access. Will we have to shutdown work at anytime to allow planes to fuel, etc.?

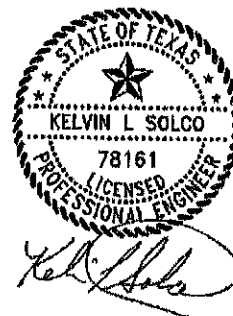
This construction project shall take place outside of the Aircraft Operational Area (AOA). The contractor shall NOT access the AOA without the explicit permission of the airport owner. Further clarification on the possibility of accommodating fueling operations during the construction project includes the following:

- a. Aircraft will not enter into the construction area.
- b. All construction equipment shall remain outside of the AOA.
- c. Fuel trucks will be used to provide fuel to aircraft in the AOA when needed.
- d. Fueling operations will cease during the concrete demolition phase of this project.
- e. In the event that emergency access to the fuel farm tanks is needed, or anticipated to be needed during this construction period, the airport owner and the engineer will coordinate with the contractor to phase the concrete placement in a manner that allows an emergency lane for fuel truck access. Emergency fueling operations will only use this temporary emergency lane after sufficient concrete curing has occurred.

- f. The contractor will need to be prepared to accommodate a temporary interruption of work only for a brief period of time to allow for emergency fueling operations.
- g. The contractor will need to ensure there is a safe distance between ongoing construction activities and emergency fueling operations.

Addendum Prepared By:

Kelvin Solco, PE,
Principal



PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>

Addendum No. 2 - Page 3
(IFB 22-028/JW)



FB 22-028/JW ADDENDUM NO. 2

Addendum No. 2 - Page 4
(IFB 22-028/JW)

DATE: 8/15/2022

OWNER: Jefferson County/Jack Brooks Regional Airport

PROJECT: FB 22-028/JW Rehabilitation of Fuel Farm Pavement at Jack Brooks Regional Airport

TSG Project No: 2021-10-1092

DEADLINE FOR QUESTIONS: email questions to Jamey West, Contract Specialist at jwest@co.jefferson.tx.us by **Thursday, August 15, 2022, at 5:00 p.m.**,

SUBMITTAL DEADLINE: Bid date **Wednesday, August 24, 2022, at 11:00 a.m.**, Central Standard Time.

The additions, omissions, clarifications, and corrections herein shall be made to the contract documents, plans and specifications, for the Rehabilitation of Fuel Farm Pavement Project. **All Bidders must acknowledge receipt of this addendum on the appropriate section of the Bid Form and include with the Contract Documents.**

Addendum references to answer questions posted by potential bidders are summarized below.

1. Who is responsible for Materials Testing? All quality assurance testing shall be done by the Contractor. Please see the Items below:
 - a. Item 152-5, section 152-2.10 under paragraph 2, last sentence.
 - b. Item 155-4, section 155-6.10 and a. Density Paragraph
 - c. Item 501-7, section 501-3.3 f., 501-3.4 Concrete Mix Submittal, 501-4.8 c. Consolidation, 501-4-11 e. Straightedge testing and surface correction., P-501-24 CONTRACTOR QUALITY CONTROL (CQC)
 - d. Page 8 of 61 of bid documents section 2.12.
2. DRAWING PLAN SHEET 3 – Replace Sheet 3 with New Sheet 3. Arrow for “One-Way” traffic corrected.
3. BID DOCUMENTS – Replace pg. 42 with New Page to include TOTAL BID LINE.

Addendum Prepared By:

Kelvin Solco, PE,
President / CEO

PO BOX 22001 BEAUMONT, TEXAS 77720
817-564-6895 / 833-591-5780
<https://thesolcogroup.com>



CONTRACT (IFB 22-028/JW)
ATTACHMENT B: PAGE B.202

ADDENDUM NO. 2
(IFB 22-028/JW)

BID FORM (CONTINUED) REPLACEMENT PAGE 42

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 14	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Install)	200	LF		
TXDOT 506-6.6.1				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 15	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Biodegradable Erosion Control Logs (Removal)	200	LF		
TXDOT 506-6.6.2				

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
REF. NO. 16	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4" Concrete Curb	278	LF		
TXDOT 529				

DESCRIPTION:	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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		

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid			
	TOTAL BID PRICE (\$ XXX,XXX.XX)			
TOTAL BID				

REQUIRED FORM

Bidder: 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	_____
Addendum 4	_____	Date Received	_____
Addendum 5	_____	Date Received	_____

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

CONTRACT: ATTACHMENT C



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we DezTex Industrial Services, LLC dba RAMTEX Industrial, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY, 2103 CityWest Blvd., Suite 1300, Houston, TX 77042**, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County Purchasing Department as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport, Project No. IFB-22-028/JW.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of August, 2022.

Principal: DezTex Industrial
Services, LLC dba RAMTEX
Industrial, LLC

By: [Signature] Signature

Name: JORDAN BOBBINS
Title: MANAGER

SureTec Insurance Company

By: [Signature] Signature

Name: Jessica Turner
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

POA #: 4221178

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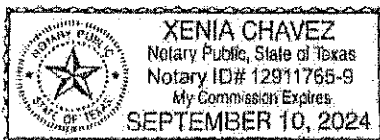
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas ss:
County of Harris

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Xenia Chavez, Notary Public
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M. Brent Beaty
M. Brent Beaty, Assistant Secretary

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SureTec Insurance Company

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SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2022

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
Higginbotham Insurance Agency, Inc.
PO Box 1609
Nederland TX 77627

CONTACT NAME: Rayette Corley

PHONE (A/C, No, Ext): 409-721-6400

FAX (A/C, No): 409-721-9600

E-MAIL: rcorley@higginbotham.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Texas Mutual Insurance Company

22945

INSURER B: Mt Hawley Insurance Company

37974

INSURER C: Continental Casualty Company

20443

INSURER D: Imperium Insurance Company

35408

INSURER E:

INSURER F:

INSURED
RAMTEX Industrial, LLC
905 West Jade Avenue
Port Arthur TX 77640

DEZTE

COVERAGES

CERTIFICATE NUMBER: 1820897745

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	NRG0000487	4/17/2022	4/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ILR18-01747-00	6/26/2022	6/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	Y	Y	NRX0000522	4/17/2022	4/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0001236480	4/17/2022	4/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Contractors Pollution Leased/Rented Equipment			NRG0000487 7016678566	4/17/2022 10/11/2021	4/17/2023 10/11/2022	Each Occurrence 1,000,000 Aggregate 2,000,000 R/L Equipment Limit 500,000

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

As required by written contract and subject to policy terms and conditions, General Liability policy provides Blanket Additional Insured (CG2010 10/01 & CG2037 10/01) which includes ongoing and completed operations, Primary and Noncontributory (CG2001 04/13) and Blanket Waiver of Subrogation (CG2404 05/09); Business Auto policy provides blanket additional insured (IIC CA 33 01 04/13) and Blanket Waiver of Subrogation (CA 04 44 10/13) Primary and Noncontributory (IIC CA 33 01 04/13); Workers Compensation policy provides Blanket Waiver of Subrogation (WC420304B). Umbrella Policy follows form General Liability, Business Automobile and Workers Compensation.

Supplemental Named Insureds:
DezTex Industrial Services, LLC dba RamTex
See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: DEZTE

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hlgginbotham Insurance Agency, Inc.		NAMED INSURED RAMTEX Industrial, LLC 905 West Jade Avenue Port Arthur TX 77640
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RAMTEX Holdings LLC

Robbins and Adkins Management, LLC

The general liability, automobile liability and umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile liability, umbrella and workers compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

PERFORMANCE AND PAYMENT BONDS HERE

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

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

Ramtex Industrial, LLC
Port Arthur, TX United States

Certificate Number:
2022-925400

Date Filed:
08/23/2022

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

Jefferson County Purchasing Department

Date Acknowledged:

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-22-028/JW
Civil Construction Services

[illegible]

5 Check only if there is NO interested Party.



6 UNSWORN DECLARATION

My name is JORDAN ROBBINS, and my date of birth is 02/04/1990

My address is 7925 Labelle Rd, Beaumont TX 77705 USA
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 23 day of August, 2022
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



DEZTEX INDUSTRIAL SERVICES, LLC

9/21/22
D. W. ft.

Unique Entity ID JGPCCKKBHWDV5	CAGE / NCAGE 6RZZ8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 18, 2022	
Physical Address 905 Jade AVE Port Arthur, Texas 77640-1373 United States	Mailing Address PO Box 21397 Beaumont, Texas 77720 United States	

Business Information

Doing Business as Raintex	Division Name Deztex Industrial Services, Llc	Division Number DezTex Ind
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL http://www.deztex.com

Registration Dates

Activation Date Jul 23, 2021	Submission Date Jul 20, 2021	Initial Registration Date Jun 18, 2012
---------------------------------	---------------------------------	---

Entity Dates

Entity Start Date Feb 3, 2012	Fiscal Year End Close Date Dec 31
----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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 FAPIS.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 Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business
 Self Certified Small Disadvantaged Business
 Economically Disadvantaged Women Owned
 Small Business
 Woman Owned Small Business
 Woman Owned Business
 Black American Owned

Check the registrant's Reqs & 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	6RZZ8

Points of Contact**Electronic Business**

<input checked="" type="checkbox"/>	PO Box 21397
Angel Lee	Beaumont, Texas 77720
	United States

Government Business

<input checked="" type="checkbox"/>	PO Box 21397
Angel Lee	Beaumont, Texas 77720
	United States

Jordan Robbins	PO Box 21397
	Beaumont, Texas 77720
	United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	238910	Site Preparation Contractors
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238990	All Other Specialty Trade Contractors

Product and Service Codes

PSC	PSC Name
F021	Natural Resources/Conservation- Site Preparation
J054	Maintenance, Repair, And Rebuilding Of Equipment- Prefabricated Structures And Scaffolding
N054	Installation Of Equipment- Prefabricated Structures And Scaffolding
Y100	Construction Of Structures And Facilities
Y1AA	Construction Of Office Buildings
Y1JZ	Construction Of Miscellaneous Buildings

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
----------------	---------

(blank)	(blank)
---------	---------

States
Florida
Louisiana
Texas

Counties
(blank)

Metropolitan Statistical Areas

(blank)
Dallas-Fort Worth
Houston
Los Angeles
Miami
New York
Phoenix
San Antonio
San Diego
Seattle
Tampa Bay
Washington, D.C.

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(713) 812-0800

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.: 4456187

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAMTEX Industrial, LLC (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Jefferson County Purchasing Department (hereinafter called the Obligee), in the amount of One Hundred Eighty Five Thousand Seven Hundred Forty Seven and 38/100 Dollars (\$185,747.38) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the ____ day of _____, _____ for Rehabilitation of Fuel Farm Pavement, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, _____.

Principal: RAMTEX Industrial, LLC

By: _____

Surety: SureTec Insurance Company

By: _____

Payton Blanchard
Payton Blanchard, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

SURETEC INSURANCE COMPANY

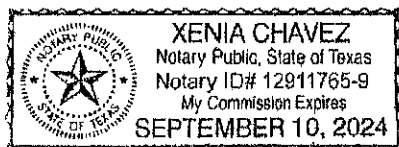
By: Michael C. Keimig
Michael C. Keimig, President



State of Texas
County of Harris

SS:

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
(713) 812-0800

TEXAS STATUTORY PERFORMANCE BOND

Bond No.: 4456187

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAMTEX Industrial, LLC (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Jefferson County Purchasing Department (hereinafter called the Obligee), in the amount of One Hundred Eighty Five Thousand Seven Hundred Forty Seven and 38/100 Dollars (\$185,747.38) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, _____ for Rehabilitation of Fuel Farm Pavement, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

Principal: RAMTEX Industrial, LLC

By: Craig Bell

Surety: **SureTec Insurance Company**

By: Payton Blanchard
Payton Blanchard, Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

POA #: 4221178

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.

SURETEC INSURANCE COMPANY

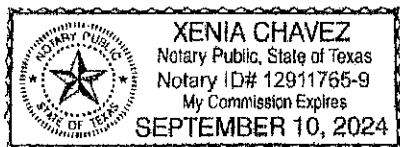
By: Michael C. Keimig
Michael C. Keimig, President



State of Texas
County of Harris

SS:

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number <u>Charles Kleven 6037067</u>		*** R E Q U I R E D ***
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)			
Existing with no changes <input checked="" type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1000648445</u>	Quote # _____	PO # _____	Date <u>9/26/2022</u>	I F N E E D E D
Name/Subscriber <u>JEFFERSON COUNTY, TEXAS / 136th DISTRICT COURT</u>			Bill To Acct # <u>1000648445</u>	
Order Confirmation Contact Name <u>Jamey West</u>				
E-Mail <u>jwest@co.jefferson.tx.us</u>				
Westlaw Password Contact Name (for password delivery) _____				
E-Mail _____				
HARD COPY INVOICES SHALL BE MAILED TO: Permanent Address Change <input checked="" type="checkbox"/> One-Time Ship To _____ Additional Ship To _____ Additional Bill To _____ Name <u>JEFFERSON COUNTY AUDITOR'S OFFICE</u> Attn: <u>ACCOUNTS PAYABLE</u> Address <u>1149 PEARL STREET</u> Suite/Floor <u>7TH FLOOR</u> City <u>BEAUMONT</u> State <u>TX</u> County <u>JEFFERSON</u> Zip <u>77701</u> JEFFERSON COUNTY DOES NOT PAY INVOICES RECEIVED ELECTRONICALLY/VIA ONLINE PAYMENT SYSTEMS.				

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West Complete Print					
Program ID: WCMP					
Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete				

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

N/A Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

West Complete Print Renewals				
Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
40666551	West Complete	\$52.42	11/01/2022	24
Notes:				

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

N/A Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous	
---------------	--

1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.


7. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions_PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name JEFF R. BRANICK
 Title JEFFERSON COUNTY JUDGE
 Date OCTOBER 4, 2022
 Signature X 

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

ATTEST 

DATE 10-4-2022

West Order Form Attachment

West Complete Additional Components

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651/687-8000



THOMSON REUTERS®

This Attachment is incorporated by reference into and made a part of the underlying Order Form.

[illegible]



THOMSON REUTERS™

**Addendum to Order Form
For West Complete and Assured Print Pricing Orders**

Subscriber: 1000648445

Account #: Jefferson County Auditors Office

For the product(s) listed below, the language on the Order Form pertaining to the end of the Minimum Term and/or Renewal Term will not be applicable to you and is replaced with the following:

Your subscription will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Applicable Product(s): West Complete

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing Corporation

Accepted By _____

Title _____

Date _____

Subscriber

Signed 

Name (please print) JEFF R. BRANICK

Title JEFFERSON COUNTY JUDGE

Date OCTOBER 4, 2022

For Internal Office Use Only

No Cust Initial req on Post Min Term

Chk Addend Sign

Chk OutCI Box per sub

ATTEST 
DATE 10-4-2022





2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

PROPOSAL

September 20, 2022

Michelle Falgout, P.E.
 County Engineer
 Jefferson County Texas
 1149 Pearl Street
 Beaumont, Texas 77701

Re: Environmental Consulting Services (Proposal No. 22-13555)
 Stormwater Management Program Implementation
 (October 1, 2022 – September 30, 2023)

Ms. Falgout:

Submitted for your review is an estimated budget/scope of services, rate schedule, and the associated professional services agreement for the continued implementation of Jefferson County's Stormwater Management Program for the period of October 1, 2022 – September 30, 2023.

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$15,000.00**. These cost will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

We appreciate your consideration of our firm for this project. If this proposal meets with your approval, please provide a signature on this proposal letter and the attached agreement and return to our office.

Sincerely,

**APPROVED BY:
 JEFFERSON COUNTY**

John Concienne, CPESC
 Vice President
 LJA Engineering, Inc.
 2615 Calder Avenue, Suite 500
 Beaumont, Texas 77702
 Office: (409) 833-3363
 Direct: (409) 554-8980
 Email: jconcienne@lja.com

By:
 Name: Jeff Branick
 Title: County Judge
 Date: 10/04/2022

ATTEST
 DATE

10-4-2022





3600 W Sam Houston Pkwy S, Suite 600, Houston, Texas 77042
t 713.953.5200 LJA.com TBPE F-1386 TBPLS 10110501

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on September 20, 2022 is by and between Jefferson County with address at 1149 Pearl Street, Beaumont, Texas 77701 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
JEFFERSON COUNTY

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: John Concienne, CPESC

Title: _____

Title: Vice President

Effective Date: _____

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which

by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request.

7. INDEMNITY. LJA shall indemnify and hold harmless Client from and against loss, liability, and damages sustained by Client and its employees to the extent actually caused by LJA's failure to adhere to the standard of care described herein.

8. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

9. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

10. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
 t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

STORMWATER DIVISION RATE SCHEDULE

Labor Classification	Hourly Rate
Vice President	\$195.00
Project Manager	\$145.00
Assistant Project Manager	\$135.00
Senior Environmental Scientist	\$190.00
Environmental Scientist II	\$115.00
Environmental Scientist I	\$105.00
Environmental Technician III	\$ 98.00
Environmental Technician II	\$ 86.00
Environmental Technician I	\$ 78.00
Administrative Technician	\$ 65.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

Payments

LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

Reimbursable expenses such as outside reproduction services, courier service, laboratory fees, etc. will be invoiced at cost.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

Jefferson County Stormwater Quality Coalition
 Nederland, Port Neches, Groves, Port Arthur, Jefferson County, Jefferson County DD7
Estimated Budget for Permit Term 3

Key Implementation Tasks by MCM	Permit Year 1 (FY 2019)	Permit Year 2 (FY 2020)	Permit Year 3 (FY 2021)	Permit Year 4 (FY 2022)	Permit Year 5 (FY 2023)
1.0 Public Education, Outreach, and Involvement					
Development of Public Education Materials					
Contractor Training and Outreach Program					
Reproduction Costs for Brochures, Flyers and other materials					
Conduct Public Meetings	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
SWMP Committee Meetings					
Record Maintenance/Data Entry					
2.0 Illicit Discharge Detection and Elimination					
Regulatory Enforcement Assistance					
Outfall Screening					
Maintain/Update Outfall Inventory Map	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00
Record Maintenance/Data Entry					
3.0 Construction Site Stormwater Runoff Control					
Regulatory Enforcement Assistance					
Construction SWPPP Review					
Training Programs for Permitting Personnel					
Monitor Permittee Owned Construction Projects	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Construction Site Inspections and Enforcement					
Record Maintenance/Data Entry					
4.0 Post-Construction Stormwater Management					
Regulatory Enforcement Assistance					
Inspection of Post-Construction Controls					
Training Programs for Plan Review Personnel	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
Plan Review Assistance					
Record Maintenance/Data Entry					
5.0 Good Housekeeping for Municipal Operations					
Employee Training Programs					
Municipal Facility Inspections	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Parking Lot Inspections					
Record Maintenance/Data Entry					
Additional Services					
Stakeholder Representation					
Permit Renewal Tasks	\$26,000.00	\$15,500.00	\$15,500.00	\$15,500.00	\$15,500.00
Development/Submital of Annual Reports					
Total Annual Cost for Combined Activities	\$100,500.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00
Cost per participant (based on 6)	\$16,750.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00

*All scope items listed will be implemented in accordance with the measurable goals established in the Stormwater Management Program.

(Each permit year will run from October 1st - September 30th)



30/50 Agreement

Sold To: (legal name) Jefferson County - District Clerk's Office		Ship To:	
Name: <u>Office</u>	Account Number: _____	Name: <u>Same as Sold To</u>	Account Number: _____
Contact Name: <u>Jill Wiebusch</u>		Street Address: _____	
Phone Number: <u>(409) 835-8580</u>		City: _____ State: _____ Zip: _____	
Street Address: <u>1001 Pearl St., #203</u>			
City: <u>Beaumont</u>	State: <u>TX</u>	Zip: <u>77701</u>	
Tax Exemption <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Certificate required)		Tax Exemption Number: <u>1-74-6000291-2</u>	
PO Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy required)		PO Number: _____ PO Expiration Date: _____	
MAINTENANCE PLAN			
Billing Cycle: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		Effective Date: _____	
		Contract Term (Months): <input checked="" type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> 63	
Product Covered Under Contract:			
Item	Model/Description	Equipment ID	Serial Number
1	Laser Jet Pro M404n		PHDCC02152
2	Laser Jet Pro M404n		PHBC4433230
3	Laser Jet Pro M404n		PHBC204366
4	Laserjet Pro M404n		PHBC524593
5	Laser Jet Pro M402n		PHBHL64883
6	Laser Jet Pro M402n		PHBHK28140
7	Laser Jet Pro M402n		PHBHB47623
8	Laser Jet Pro M402n		PHBHF91266
9	Laser Jet Pro M402n		PHBHB83970
10	Laser Jet Pro M402n		PHBHJ81589
11	Laser Jet Pro M402n		PHBHF91260
12	Laser Jet Pro M402n		PHBHF78672
13	Laser Jet Pro M402n		PHBHF71013
14	Laser Jet Pro M402n		
15	Laser Jet Pro E40040dn		PHBCG12717
16	Laserjet P2035n		CNB9T51689
Base Amount \$ 30.00			
Meter Reading			
Comments Each party can cancel this agreement with a 30-day written notice. This statement changes Section 14: "At the conclusion of the initial term" to anytime during the initial term.			
Customer's signature below acknowledges receipt and consent to Function4 30/50 Agreement Terms and Conditions. Not binding on Function4 until signed by Function4 Manager.			
Customer Name: <u>Jefferson County</u> <small>Please Print</small>		Function4 Representative: <u>Mark McKee</u>	
Signature: <u>[Signature]</u> <small>Authorized Representative of Customer</small>		Date: <u>10/04/2022</u>	
Title: <u>County Judge</u>		Function4 Manager: _____ Date: _____	
ADDITIONAL CONTACT INFORMATION			
Key Operator Contact:	<u>Jill Wiebusch</u>	Phone: <u>(409) 835-8580</u>	Email Address: <u>jwiebusch@co.jefferson.tx.us</u>
Meter Read Contact:		Phone: _____	Email Address: _____
Accounts Payable Contact:		Phone: _____	Email Address: _____
Special Instructions:			



ATTEST [Signature]
 DATE 10-4-2022



Function4 30/50 Agreement Addendum - Additional Equipment

ADDENDUM TO MAINTENANCE PLAN

Product Covered Under Contract:

Item	Model/Description	Equipment ID	Serial Number	Device Type	Base Amount (Monthly)	Meter Reading
17	Laser Jet Pro E40040dn		PHBCG070030		\$ 30.00	
18	LaserJet 600 M602		CNCCF811GD		\$ 30.00	
19	Laser Jet Pro E40040dn		PHBCG12719		\$ 30.00	
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This page is a continuation of the Pages Agreement dated _____ between Function 4 and Customer.

Customer Name:

Jefferson County

Please Print

Function 4 Representative: Mark McKee

10/04/2020

Date

Signature:

[Signature]

Authorized Representative of Customer

10/04/2020

Date

Function 4 Manager:

Date

Title:

County Judge

30/50 AGREEMENT TERMS AND CONDITIONS

1. **DEFINITION AND INCORPORATION.** The term "Pages Agreement" as used herein shall mean the Pages Agreement for service and maintenance of the Equipment that is the subject of a Pages Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and Function 4, LLC ("Function 4") agree that these Terms and Conditions are incorporated by reference into the Pages Agreement to which they are attached as well as all purchase orders and invoices between Customer and Function 4 concerning the Equipment which is the subject of a Pages Agreement.
2. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.
3. **PAGES SERVICES.** If Customer pays the applicable charge for the Pages Agreement, Function 4 will perform maintenance cleaning and make inspections, adjustments and repairs, and replace parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 7, below). Function 4 will furnish the following HP OEM supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by Function 4 and additional deliveries as required: Toner and Drums. Pages Agreements do not include paper, labels, staples or transparencies of any kind. Function 4 reserves the right to charge Customer for shipping and handling charges incurred by Function 4 for the delivery of any Consumable Supplies delivered to the Customer. Function 4 agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 13, Function 4 shall have the right under this Pages Agreement to increase the cost per page rate upon thirty (30) days written notice to Customer.
4. **FLAT FEE LIMITATIONS.** This agreement includes parts, service, labor, and toner for a flat-fee per mono device per month and a flat fee per color device per month. Toner cartridges ordered under this agreement are only to be used for the device(s) listed by serial number(s) under the Function 4 Pages Maintenance Agreement. Function 4 will request an initial meter read at the beginning of the agreement and reserves the right to request additional meter reads anytime, without notice, during the period of this agreement for any device listed as part of the agreement in order to verify the accuracy of the meter reads as compared to the yields on the toners ordered. Any violation of this agreement will render the agreement null and void.
5. **PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to Function 4 or by credit card, all invoices rendered for services performed on Equipment within 30 days from the date of the invoice. Function 4 does not accept cash payments. If any part of any payment due to Function 4 hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover Function 4's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Function 4 shall have the right to discontinue service in the event Customer becomes delinquent in payment.
6. **CUSTOMER CHANGES.** Function 4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for Function 4 to provide service to Customer or the Equipment.
7. **BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Function 4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function 4 holidays and subject to change by Function 4. At Customer's request, Function 4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function 4 rates then in effect.
8. **RETAINED TITLE.** Title to all supplies furnished in connection with the Pages Agreement, including consumable parts such as drums, remains in Function 4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Pages Agreement, all such supplies and consumable parts shall be returned to Function 4 on demand. Additionally, Function 4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function 4's standard formula for such proration.
9. **AVAILABILITY OF SUPPLIES.** Function 4 Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to order and have the necessary supplies available for Customer Service Engineer's use.
10. **RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function 4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function 4 may refuse to renew this Pages Agreement for such unit, and/or refuse to continue providing service to such unit under this Pages Agreement, furnishing service only on a "Per Call" basis.
11. **NETWORK INTEGRATION.** If Network Integration services are provided by Function 4, Customer warrants that the Function 4 Digital Needs Analysis ("DNA") has been accurately completed and Function 4 may rely on the information contained in the DNA in providing network integration services. Function 4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
12. **SYSTEM MONITORING.** Function 4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function 4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function 4's DNA). Should Customer opt-out of utilizing System Monitoring, Function 4 reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.
13. **AUTOMATIC RENEWAL.** This Pages Agreement shall be automatically renewed without any notice from Function 4 or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Function 4's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 15% price increase over the prior term.
14. **CANCELLATION OF SERVICE.** Cancellation of the Pages Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Function 4 may cancel this Pages Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Function 4 may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Pages Agreement be cancelled by Customer, Function 4 will not issue any refund for the unused portion.
15. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Function 4 the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, Function 4 may cancel this agreement and collect damages according to the foregoing formula.
16. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function 4 does not constitute a waiver of such rights by Function 4, or in any way prevent Function 4 from enforcing such rights, or any other rights hereunder, at a later time.
17. **ENTIRE AGREEMENT.** The Pages Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Function 4, constitutes the entire agreement between Customer and Function 4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Pages Agreement are hereby superseded.
18. **NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.
19. **NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function 4, and that this Pages Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.
20. **AUTHORITY.** Customer and Function 4 each represent and warrant that their respective signatures to the Pages Agreement have been duly authorized to enter into this Pages Agreement by them.
21. **LIMITATION ON LIABILITY.** Under no circumstances shall Function 4 be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Pages Agreement or services provided under this Pages Agreement. Function 4's liability in case of nonperformance or breach of this Pages Agreement shall not exceed the amount of money which Customer has paid to Function 4 pursuant to this Pages Agreement.
22. **DISCLAIMER.** CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION 4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. Function 4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function 4 personnel. Function 4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.
23. Deleted in its entirety
24. Deleted in its entirety
25. **CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Pages Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. This Pages Agreement is entered into and performable in the State of Texas. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Pages Agreement and any and all disputes with Function 4 shall lie with any state or federal court of competent jurisdiction in Jefferson County, Texas.
26. **WAIVER OF JURY TRIAL.** CUSTOMER AND FUNCTION 4 HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS PAGES AGREEMENT.
27. **NOTICE.** Any notice or other communication given or required in connection with this Pages Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Function 4, said notice shall be sent to the registered agent for Function 4 in the state in which the transaction arose, or to Function 4, Attention: William Patsouras, 12560 Reed Rd., Suite 200, Sugar Land, Texas 77478, or such other address as Function 4 may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Function 4.
28. **FAIR NOTICE.** CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS PAGES AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 22, 23, 26, 28 AND THIS PROVISION ARE CONSPICUOUS, AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS PAGES AGREEMENT.
29. **AFFIRMATIVE ACTION.** Function 4 and all vendors and/or subcontractors are obligated to and do, to the best of Function 4's knowledge comply with the EEO clause at 41 CFR 60 1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

Initial

WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000

AGREEMENT 22-060/JW

502



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number <u>0169133 Rachel Cicero</u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1000648454</u> Quote # _____ PO # _____ Date <u>9/27/2022</u>			
Name/Customer <u>Jefferson County 279th Civil District Court</u>		Bill To Acct # <u>1000648454</u>	
Order Confirmation Contact Name <u>Randy Shelton</u>			
E-Mail <u>rshelton@co.jefferson.tx.us</u>			
Password Contact Name (for password delivery) <u>Randy Shelton</u>			
E-Mail <u>rshelton@co.jefferson.tx.us</u>			
Time and Billing Contact Name <u>Randy Shelton</u>			
E-Mail <u>rshelton@co.jefferson.tx.us</u>			
Federal Government Account Type	Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>
MSA Jurisdiction <u>Texas</u>	Contract # <u>DIR-LGL-CALIR-02</u>	Option # <u>1A</u>	
HARD COPY INVOICES SHALL BE MAILED TO:			
Permanent Address Change <input checked="" type="checkbox"/>	One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>
Name <u>JEFFERSON COUNTY AUDITOR'S OFFICE</u>		Attn: _____	
Address <u>1149 PEARL STREET</u>		Suite/Floor <u>7TH FLOOR</u>	
City <u>BEAUMONT</u>	State <u>TX</u>	County <u>JEFFERSON</u>	Zip <u>77701</u>

JEFFERSON COUNTY DOES NOT PAY INVOICES RECEIVED ELECTRONICALLY/VIA ONLINE PAYMENT SYSTEMS.

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", "your", "I" or "Client".

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. The Thomson Reuters General Terms and Conditions for Federal Customers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Online/CD-ROM/Practice Solutions/Software Products							
Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges	Minimum Term (Months)
	TX MSA Option 1A	1		60		60	12
	renewing one password						

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage

Total Monthly Charges (initial Term) \$ 60

	Online/Practice Solutions/Software Products Subscriptions	
--	--	--

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When your Minimum Term terminates, the following will apply:

Government Customers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Customers Only. If you are a non-government customer, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

	CD-ROM and Dissomaster Products	
--	--	--

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice.

N/A • Annual billing (please check if requested)

	Banded Products Subscriptions	
--	--------------------------------------	--

You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
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Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

	Online/Practice Solutions/Software Renewals	
--	--	--

Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Notes:

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When this Renewal Term expires the following will apply.

Post-Renewal Term for Government Customers . At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government customers, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term starts. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

	Passwords and QuickView+	
--	---------------------------------	--

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Unit Price	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

N/A Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Online/CD-ROM Products to be Lapsed

Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

Westlaw Roaming Access

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

N/A Initial to block roaming access

Miscellaneous

- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
- Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>. Excluded Charges may change after at least 30 days written or online notice.

3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
7. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
8. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records



ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name JEFF R. BRANICK
 Title JEFFERSON COUNTY JUDGE
 Date OCTOBER 4, 2022
 Signature X

ATTEST [Signature]
 DATE 10-4-2022

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

Expir.
Date

Total Amt. to Charge for this
Order

Card # _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)

By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Customer.

Date: _____ Time: _____

Name of Customer Placing

Order: _____

Signature of _____

Rep: _____

Appendix C Pricing Index (Products and Pricing)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information that are specifically tailored to the unique research needs of individual agencies and end users.

In addition, West offers other similar products that might be of interest to DIR, such as legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management.

PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- Option 1A—Texas Core Resources with News Databases
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- | | |
|--|--|
| ▪ All Analytical Library | ▪ Texas Analytical Library |
| ▪ American Law Reports (ALR) Library | ▪ Texas Employment Practitioner Core Library |
| ▪ American Jurisprudence (AMJUR) Library | ▪ Texas Criminal Secondary Library |
| ▪ Corpus Juris Secundum (CJS) Library | ▪ Texas Family Law Core Library |
| ▪ Law Reviews and Journals Library | ▪ Texas Pleadings, Motions, and Memoranda Library |
| ▪ Municipal Practitioner Core Library | ▪ Texas Briefs Plus Library |
| ▪ Criminal Expert Resources | ▪ Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library |
| ▪ Regulations with Editorial Enhancements (formerly RegulationsPlus) | ▪ Texas Form Finder |
| ▪ PeopleMap Premier | |

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

Included Content:	<ul style="list-style-type: none"> ▪ Texas Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Employment Regulations Suite ▪ U.S. News Library 						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$47	\$47	\$49	\$52	\$54	\$57	\$60
26-50	\$45	\$45	\$47	\$49	\$52	\$54	\$57
51-100	\$42	\$42	\$45	\$47	\$49	\$52	\$54
101-150	\$40	\$40	\$42	\$44	\$47	\$49	\$51
151-200	\$38	\$38	\$40	\$42	\$44	\$47	\$49
201 +	\$36	\$36	\$38	\$40	\$42	\$44	\$46

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

Content

Texas Primary Law—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

Texas Practice Series Library—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts* and Current Awareness services (KeyCite Alert, WestClip) *[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

Included Content:	<ul style="list-style-type: none"> ▪ All Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Federal Practice and Procedure Library ▪ American Jurisprudence (AMJUR) Library ▪ Employment Regulations Suite ▪ Regulations with Editorial Enhancements ▪ U.S. News Library 						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$77	\$77	\$81	\$85	\$89	\$94	\$98
26-50	\$73	\$73	\$77	\$81	\$85	\$89	\$93
51-100	\$69	\$69	\$73	\$77	\$80	\$84	\$89
101-150	\$66	\$66	\$69	\$73	\$76	\$80	\$84
151-200	\$63	\$63	\$66	\$69	\$73	\$76	\$80
201 +	\$60	\$60	\$63	\$66	\$69	\$72	\$76

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

Content

All Primary Law Library—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

Texas Practice Series Library—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

All Federal Practice and Procedure Library—Definitive treatise on practicing law in the federal courts.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

Regulations with Editorial Enhancements (*formerly RegulationsPlus*)—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)							
Library Name	Initial Term*	Year 1	Year 2	Year 3	Year 4	Opt. Yr. 5	Opt. Yr. 6
All Analytical Library	\$19	\$19	\$20	\$21	\$22	\$23	\$24
American Law Reports (ALR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
American Jurisprudence (AMJUR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Corpus Juris Secundum (CJS) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Law Reviews and Journals Library	\$4	\$4	\$4	\$4	\$5	\$5	\$5
Municipal Practitioner Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Criminal Expert Resources	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Regulations with Editorial Enhancements	\$8	\$8	\$8	\$9	\$9	\$10	\$10
PeopleMap Premier	\$75	\$75	\$79	\$83	\$87	\$91	\$96
Texas Analytical Library	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Texas Employment Practitioner Core Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Criminal Secondary Library	\$12	\$12	\$13	\$13	\$14	\$15	\$15
Texas Family Law Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Texas Pleadings, Motions, and Memoranda Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Briefs Plus Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Form Finder	\$11	\$11	\$12	\$12	\$13	\$13	\$14

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

PACKAGE DESCRIPTION

Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

Content Descriptions

All Analytical Library—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

American Law Reports (ALR) Library—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

Corpus Juris Secundum (CJS) Library—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Law Reviews and Journals Library—Respected law reviews, law journals, and other professional legal publications.

Municipal Practitioner Core Library—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

Criminal Expert Resources Library—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

Regulations with Editorial Enhancements (formerly RegulationsPlus)—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

PeopleMap Premier—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

Texas Analytical Library—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

Texas Employment Practitioner Core Library—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

Texas Criminal Secondary Library—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

Texas Family Law Core Library—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West's respected secondary treatises and CLE materials.

Texas Pleadings, Motions, and Memoranda—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

Texas Briefs Plus Library—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes*. Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator*. Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History*. Journals, floor debates, reports, bill drafts, testimony, Governor's messages and votes.

Texas Form Finder—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

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INVESTIGATIVE RESEARCH

OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)							
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-250	\$66	\$66	\$69	\$73	\$76	\$80	\$84
251-500	\$63	\$63	\$66	\$69	\$73	\$76	\$80
501-750	\$60	\$60	\$63	\$66	\$69	\$72	\$76
751+	\$57	\$57	\$59	\$62	\$66	\$69	\$72

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

Content

CLEAR Investigations Basic—Provides access to CLEAR’s standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Download, email, print of included content
- ✓ Analytical and organizational tools (My Workspace)
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

OPTION 3—CUSTOM PACKAGES

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.

OTHER SIMILAR PRODUCTS OFFERED BY VENDOR

In addition to our core offerings, West offers additional products that may be of interest to DIR, such as legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management. West also offers an expansive print collection, and print discounts might be available for eligible agencies. (Please note that some of our print discount plans are not packaged with online offerings.)

Please see your local West government representative for more information regarding any of these additional products.

Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter “DIR”) Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources (“DIR”) and West Publishing Corporation (“West”). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

“Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West’s approval, and except for telecommunications services under Chapter 2170, Texas Government Code.”

Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

Pursuant to the RFO, West’s contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West’s approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency’s personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency’s research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West’s proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency’s CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency’s access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).
- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether “third-party” databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).

If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.

- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West’s offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.
- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: “This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02.”

- **Order Processing**—Orders will be processed as follows:
 - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
 - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

Orders received that do not follow these guidelines will not be accepted or will delay processing.

- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.

This Task Order amendment is made part of and governed by the terms and provisions of the contract by and between Tidal Basin Government Consulting, LLC (Tidal Basin), and Jefferson County, TX (the "County") following our response to RFP 21-024/YS. The purpose of this task order is for Tidal Basin to provide grant management advice at the discretion of the County. Advice given could result in the County applying to the Hazard Mitigation Grant Program (HMGP).

Project Name: Jefferson County, TX Grant Management

Scope of Services/Rates: Tidal Basin agrees to perform the following scope of services in accordance with the payment basis, estimated quantity of services and estimated cost of services set forth below. Tidal Basin shall not perform services which exceed the estimated cost of services without prior written notice to and approval by the County. Services and hours performed outside the scope of this task order will not be reimbursed.

Tidal Basin will provide consulting services to deliver the following on behalf of the County:

Tidal Basin will identify, organize, and compile the information necessary to deliver the best grants management advice:

- Grants Management Advice:
 - Preparing for and attending kick-off meeting
 - File Creation
 - Perform general homeowner counseling regarding FEMA grant requirements
 - Act as a liaison between the homeowner, contractor, and the County
 - Grant amendment development and execution
 - Oversee schedule, scope, and budget
 - Coordinate with County's purchasing, accounting, legal, permitting, code enforcement, and others to facilitate grant execution
 - Assist County with meeting all grant requirements
 - Facilitation of milestone payments
 - Prepare reports to TWDB on grant progress as requested
 - Support grant reconciliation and expenditure reviews
 - Assist with Grant Close-out
- Per Parcel Fees (once approved by FEMA):
 - Construction contractor/homeowner/County coordination
 - Property Financial Review
 - Insurance Review (SBA, Private flood insurance & NFIP agencies)
 - Bid Walks
 - Bid Review and approve cost proposal and contract
 - Contract Creation
 - Pre-Construction Contract Signing (meeting with homeowner and contractor)
 - Milestone one documentation review



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- Spot site inspections
- Corrective action implementation, monitoring and reporting, if applicable Milestone report reviews Milestone 4 – Final Walk Through
- Windstorm Verification
- Hazardous material abatement report review, if applicable
- Individual property closeouts

Payment Basis: Rates will be reimbursed in accordance with Attachment 1. The estimated costs are as follows:

Property Address	Project Management Fee	Per Parcel Fee (upon FEMA approval)	Total Not to Exceed (NTE)
14876 Boondocks Rd	\$ 8,175.00	\$ 8,583.75	\$16,758.75
10112 Winzer Rd	\$ 9,176.35	\$ 9,635.17	\$18,811.52
10263 Winzer Rd	\$ 10,369.08	\$ 10,887.53	\$21,256.60
9900 Winzer Rd	\$ 8,111.88	\$ 8,517.47	\$16,629.34
Total Estimated NTE			\$73,456.22

Estimated Quantity of Services: Please see above. Personnel will work at the direction of Tidal Basin's Project Manager.

Estimated Cost of Services: The total cost of this task order shall not exceed **\$73,456.22**. If hours are to be exceeded Tidal Basin will inform the County and coordinate further task orders as needed.

Approval/Acceptance

Acceptance of the terms of this task order is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.

Tidal Basin Government Consulting, LLC

Jefferson County, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Attachment 1 - Pricing**

Hazard Mitigation Assistance	
Project Manager	\$255
Subject Matter Expert	\$185
Consultant	\$165

Pricing presented is based on hourly rates in accordance with the existing contract. All expenses will be charged to the client in accordance with the GSA rate schedule associated with the area of operations. No current expenses are forecasted, TB will gain preapproval from County if needed.

**Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work**

**Drainage Mitigation and
Bridge Replacement SH 124
Supplement 3 – Removal of Shared Use Path & Other Adjustments
September 29, 2022**

A. DESIGN PHASE SERVICES

Section 1.0: Revised Roadway Design

Overview – The Shared Use Path was added as a direction by TxDOT provided at the 95% review meeting of the Design Plans for the Taylor Bayou Drainage Mitigation and SH 124 Bridge Replacement project held at the TxDOT Beaumont District offices on April 28, 2022 (See Meeting Minutes of said meeting dated April 28, 2022). The new path connected with either end of the Shared Use Path already included in the bridge design from an earlier direction by the District.

At a funding meeting with the stakeholders of the project held on September 7, 2022 (see meeting minutes), TxDOT directed DEC to remove the shared use path from both the bridge and approaches and eliminate the excavation from outside the TxDOT ROW lines. These changes are being implemented to save construction costs on the project. This work includes the redesign of the mainline roadway eliminating the shared use path connecting either end of the proposed bridge with the proposed SH 124 shoulder. The work begins at Station 18+00 and ends at 24+50. This work involves revising the Roadway Plan and Profile sheets (3 Sheets) and Typical Sections (1 Sht.).

This work also includes a revised Earthwork Phasing Plan and development of a typical section on how the earthwork should be phased between DD 6's contractor and the bridge contractor. This work included discussions with Tolunay-Wong Engineers (project geotechnical engineer) to determine stability of the excavation. The contractor will be responsible for the design of the earthwork phasing and shoring support.

Finally, as directed by TxDOT at the 90% TCP review, we were required to develop cross sections for the entire temporary road. This effort included creating a separate model due to the complexity of the sections for each phase.

Deliverables – Revised Alignment (Plan/Profile, 3 Shts. 40-scale), Revised Typical Sections (1 Sht.); Revised Project Layout (1 sht.); Revised phasing plan and new typical section (2 shts.)

Section 2.0: Utility Revisions

This work includes additional coordination with Hamshire-Fannett Independent School District regarding less impact to their lines and removal of the proposed concrete encasement. IT also includes the work associated with adding Kinder Morgan pipeline protection detail sheets. These sheets

Taylor Bayou Drainage Improvements Jefferson County Scope of Work

describe the protection the contractor will be required to provide the existing pipeline as per the June 3, 2022 meeting between TxDOT, DD 6 and DEC representatives.

Deliverables - Utility Coordination with Hamshire Fannet to remove concrete encasement & Utility Plan Shts (3); Kinder Morgan Detail Shts. (3)

Section 3.0: Revised Bridge Design

DEC will prepare a revised bridge design to eliminate the shared used path from the bridge. The redesign will use HL-93 loading and follow AASHTO and TxDOT bridge design manuals. The work includes revisions to the following sheets and 1 QA/QC review:

- Bridge Layout
- Quantities and Bearing seat elevations
- Foundation layout and details
- Abutments
- Bents
- Concrete Slab and Deflection calculations
- Concrete Framing Plan and Bent Report
- Concrete Typical Sections
- Pre-Stressed Concrete Beams

Deliverables-Revised Bridge Plans (15 Shts. & 39 Standard Drawings)

Section 4.0: Revised Drainage Design

DEC will prepare a revised drainage plan to eliminate the shared use path. Since this is less impermeable pavement, the drainage calculations will need updated to include the removal of this new pavement. This plan revision will be prepared using our Bentley Geopak drainage program.

Deliverables – Revised Drainage Plan and Profile (2 Shts. @ 40 scale)

Section 5.0: Revised SWP3 Plan Re

This work is the preparation of revisions to the SWP3 plan to remove the shared use path. This plan revision will include adjusting erosion control devices and their location for only the area surrounding the shared use path. Devices may include silt fence/sediment logs, rock entrances, temporary ditches, pipes, inlets and outlets (drainage is covered under Section 4). The revised sheets will be prepared in accordance with local and state requirements for these types of plans. The 2 existing plan sheets will be revised to remove the proposed shared use path.

Deliverables – Revised SWP3 Plan (2 Shts. @ 40-scale)

Taylor Bayou Drainage Improvements Jefferson County Scope of Work

Section 6.0: Construction Costs/Quantities

This work includes the development of quantities and construction cost estimate for the revisions to the design plans to delete the shared use path and eliminate earthwork outside of the ROW. DEC will use TxDOT unit costs for most items supplemented by historic project cost data and Jefferson County historical cost data from recent projects. DEC will document all quantities and how they were calculated and also provide a summary of the quantities and cost estimate for review and concurrence by the County. The cost estimate will be revised in TxDOT Connect with the back-up quantities.

Deliverables – Revised Quantity Summary and Construction Cost Estimate in TxDOT Connect

Section 7.0: Revised Cross Sections /Earthwork Phasing /Traffic Control Cross Sections/Shoring

- A. This task includes preparing revised cross sections eliminating the shared use path. This work includes revising the 3-D model to create the cross sections and adjusting utilities one each cross section. Assume 14 cross sections are affected.
- B. This task includes the development of an earthwork phasing plan. This plan includes a typical section showing the proposed phases of earthwork related to earthwork operations within and outside of the right of way lines. Also included in this work is the revisions to the Excavation Phasing plan.
- C. This work includes the creation of cross sections for the temporary road as directed by TxDOT at the 90% review meeting for the revised traffic control plan. This work includes the development of three phases (1, 2 and 2A) of cross sections totaling 56 sheets.
- D. Shoring Plans – This task is the development of 3 shoring plan sheets covering Shoring at Stations 108+40 to 109+40, 111+49 to 111+99; 113+32 to 114+62. Each sheet includes plan and profile for each shoring location. Also included are general notes for the contractor regarding shoring.

Deliverables – A: 14 Revised cross sections; Earthwork Phasing Plan (2 Shts.); TCP Cross Sections (56 shts.); Shoring Plan (3 Shts.)

Section 7.0: QA/QC

This task includes performing a QA/QC review on all the revised engineering plan for the incorporation into the overall PS&E plan set using DEC's Transportation Department's QA/QC Plan. The review will be lead by our Department QA/QC Manager. Documentation of the review will be provided upon request by the County.

Deliverables - QA/QC Reviewed Plans (provided upon request)

**Taylor Bayou Drainage Improvements
Jefferson County
Scope of Work**

Section 8.0: Project Management

This work includes performing project management through the work noted above (Tasks 1 – 7). Includes management of the project in accordance with scope, schedule and budget, preparing and updating project schedules, coordination with agencies/stakeholders, utilities and the County, resource management, invoices, budget tracking, updates to the County, status reports, general coordination with the County, and management/coordination with the subconsultants. In-person meetings for this work are not anticipated.

Deliverables – Monthly Revised Status Reports, Revised Schedule, Regular Discussions with the Project Stakeholders, Managing the Related Design Work

Taylor's Bayou Drainage Improvements Jefferson County Drainage Mitigation Bridge Replacement on SH 124 Supplement 3 Engineering Fee Estimate Removal Shared Use Path and Other Adjustments September 2022								
Scope Section		Project Manager	Project Engineer	EIT	CADD Designer	Admin Support	Sub-Total (Manhours)	Total by Task
	Factored Labor Rates (\$ Per Hour)	\$ 265.00	\$ 185.00	\$ 110.00	\$ 135.00	\$ 85.00		
A. DESIGN PHASE SERVICES								\$ -
1.0	Revised Roadway Design							\$ -
	Typical Sections (1 sheet)		1	2	6		9	\$ 1,215.00
	Plan and Profile (3 sheets)	2	2	8	12		24	\$ 3,400.00
	Project Layout (1 Sheet)		2		6		8	\$ 1,180.00
	Revised Phasing Plan & Typical Section (2 shts)	1	2	2	12		17	\$ 2,475.00
							0	\$ -
	Subtotal	3	7	12	36	0	58	\$ 8,270.00
2.0	Utility Revisions							
	Hamshire Fannet Fiber Optics line (remove shared use path)	1	4	16	4		25	\$ 3,305.00
	Utility P&P Sheets (3 Sheets)	1	0	4	12		17	\$ 2,325.00
	Kinder Morgan Details (3 Sheets)	4	4	16	24		48	\$ 6,800.00
	Subtotal	6	8	36	40	0	90	\$ 12,430.00
3.0	Revised Bridge Design							
	Redesign Bridge to eliminate shared use path (15 sheets)	2	140	175	110	5	432	\$ 60,955.00
							0	\$ -
	Subtotal	2	140	175	110	5	432	\$ 60,955.00
4.0	Revised Drainage Design							
							0	\$ -
	Revise Drainage Plan and Profiles to remove Shared use path (2 Sheets)	2	0	16	4		22	\$ 2,830.00
							0	\$ -
	Subtotal	2	0	16	4	0	22	\$ 2,830.00
5.0	Revised SWP3							
	SWP3 Plan Revisions (2 Shts.)	0	1	1	6		8	\$ 1,105.00
								\$ -
	Subtotal	0	1	1	6	0	8	\$ 1,105.00
6.0	Construction Costs / Quantities						0	\$ -
	Revised Qauntities	1	2	12	0		15	\$ 1,955.00
	Cost Estimate	0	8	2	0		10	\$ 1,700.00

Taylor's Bayou Drainage Improvements Jefferson County Drainage Mitigation Bridge Replacement on SH 124 Supplement 3 Engineering Fee Estimate Removal Shared Use Path and Other Adjustments September 2022								
Scope	Factored Labor Rates (\$ Per Hour)	Project Manager	Project Engineer	EIT	CADD Designer	Admin Support	Sub-Total (Manhours)	Total by
Section		\$ 265.00	\$ 185.00	\$ 110.00	\$ 135.00	\$ 85.00		Task
	Subtotal	1	10	14	0	0	25	\$ 3,655.00
7.0	Revised Cross Sections/Earthwork Phasing/Traffic Control Cross Sections/Shoring							
	Remove Shared Use Path-mainline cross sections (7 sections) & Model	3	2	4	24		33	\$ 4,845.00
	Typical Section of Earthwork Phasing	1	2		8		11	\$ 1,715.00
	Revisions to Taylor Bayou Cross Sections	2	2	6	12		22	\$ 3,180.00
	Temporary Traffic Control Cross Sections	6	8	66			80	\$ 10,330.00
	Temporary Shoring	4	8	32			44	\$ 6,060.00
	Subtotal	16	22	108	44	0	190	\$ 26,130.00
8.0	QA/QC							
	All Revised Sheets (17 Sheets)	1	16	0			17	\$ 3,225.00
	Subtotal	1	16	0	0	0	17	\$ 3,225.00
9.0	Project Management							
	Project Management	60	16	0		8	84	\$ 19,540.00
							0	\$ -
	Subtotal	60	16	0	0	8	84	\$ 19,540.00
							0	\$ -
	Subtotal Hours Design (Tasks 1 - 8)	91	220	362	240	13	926	\$ 138,140.00
	Subtotal Design Fee (Tasks 1 - 8)	\$ 24,115.00	\$ 58,300.00	\$ 95,930.00	\$ 63,600.00	\$ 3,445.00		\$ 138,140.00
C. Other Direct Costs								
	Mileage (3 meetings)							\$ 305.76
	TOATAL FEE							\$138,445.76

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: September 28, 2022
RE: **Transfer Funds – Out of Series**

Please make the following transfer as indicated.

- Transfer **\$2,400** from account # 114-0402-431.20-03 (Employees Insurance) into account # 114-0405-431.40-56 (Electricity) for additional cost of Electricity.

Thank you.

EA/nr

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

CONTRACT FOR COUNTY HEALTH AUTHORITY

This County Health Authority Agreement (“Agreement”), dated as September 27, 2021 (“Effective Date”), is entered into by and between Jefferson County, Texas (“County”) and Ezea Ede, M.D, a Texas licensed physician (“Physician”).

WHEREAS, it is in the best interests of the citizens of Jefferson County to contract for medical services to help ensure that medical services for the indigent are available and .

WHEREAS, Dr. Ezea Ede is a duly licensed physician and is fully qualified to provide such services.

RECITALS

1. Jefferson County, Texas is a Texas governmental entity,
2. Physician is licensed to practice medicine in the State of Texas, and
3. Physician is willing to contract with County, on the terms, covenants and conditions hereinafter set forth agree as follows:

EMPLOYMENT, TERM, LICENSE TO PRACTICE AND SERVICE REQUIREMENTS

4. **Term:** This contract shall be effective on the 1th day of October, 2022, and shall continue until the 30th day of September, 2023 (“Initial Term”) and shall automatically renew for additional 1 (one) year terms, unless terminated as provided by this Agreement. The Initial Term and any additional terms together shall constitute the Term of this Agreement.
5. **License to Practice:** Physician possesses and shall maintain a valid and unrestricted license to practice medicine in the State of Texas and shall act at all times during the term of this Agreement in accordance with all applicable state and federal statutes and regulations.

DUTIES OF PHYSICIAN

6. **Duties:** During the Term of this Agreement, Physician shall devote substantially all of his full professional time and efforts to and for the benefit of Jefferson County unless otherwise provided herein. Physician shall render professional medical care and treatment consistent with Physician's licensing and medical specialty, to indigent patients at the Jefferson County Public Health offices. Physician acknowledges and understands that so long as Physician is contracted with Jefferson County under this Agreement, Physician shall do all the following:
- (a) Perform all duties which are necessary to implement and enforce any law to protect the public health and all duties as may be prescribed by the Texas Board of Health.
 - (b) Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate medical records in connection with all professional medical services rendered by Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances;

- (c) Establish, maintain and enforce quarantine within Jefferson County when necessary;
- (d) Assist and aid the Texas Board of Health in all matters of local quarantine, inspection, disease prevention and suppression, birth and death statistics and general sanitation within Jefferson County;
- (e) Prescribe to the Texas Board of Health, in such a manner and form and at such times as it shall prescribe, the presence of contagious, infectious, and dangerous epidemic diseases within Jefferson County;
- (f) Report to the Texas Board of Health on all matters as may be proper for it to direct;
- (g) Aiding the Texas Board of Health at all times in the enforcement of all sanitation laws, quarantine regulations, and vital statistics collections in Jefferson County;
- (h) Where it does not interfere with the quality of indigent health care, provide medical services to the employees of Jefferson County;
- (i) Physician shall comply with the ethics of the medical professional and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which Physician is practicing under this Agreement;
- (j) Physician shall participate in professional activities and seminars consistent with the maintenance and improvement of Physician's professional skills.
- (k) Physician shall be courteous and respectful of the rights and dignity of patients with which Physician shall come into contact and shall work cooperatively and with other physicians and administrative staff.
- (l) Participate in development of written protocols for delivery of wellness and minor care services to county employees by a nurse or other qualified health care professional. Said health care professional be an employee of the Commissioners' Court for organizational purposes, but will work under the medical supervision of health authority. Health authority shall be available during business hours (8a.m.-5p.m.), as permitted by his other duties, for telephone for consultation and, when referred according to established protocols, to evaluate, examine, treat and/or refer employees.
- (m) Administer the Indigent Health Care and Treatment Act to provide primary non-obstetric health care to qualified citizens of Jefferson County that are within 125% of the poverty level.

In addition to the above duties the doctor shall perform the following:

- Establish and provide Primary Care to eligible County Residents
- Establish criteria and supervise the daily Juvenile probation health physicals program
- Initiate and oversee the Restaurant Inspection Program
- Develop local and regional health care networks with local and regional health departments, to improve public health in the county
- Provide urgent care to county and courtesy patients
- Provide medical assessment of patients on the "Basic Needs Program"
- Make assessment of current and future public health issues and needs
- Supervise immunization services
- Provide ongoing development of admission criteria, and quality assurance monitoring of local C.H.I.C. patients
- Perform other duties that may be mandated and funded by the Commissioners' Court

7. **Independent Contractor:** Physician is an independent contractor and not an employee of Jefferson County. Physician shall be responsible for the direction, control and supervision of all medical staff and non-medical staff of the Jefferson County Public Health offices.
8. **No Right to Contract for Jefferson County:** As an independent contractor, Physician has no authority to enter into any contract binding Jefferson County or to create an obligation on behalf of Jefferson County. Any agreements or contracts for the benefit of the Jefferson County Public Health Office must go to the County Judge’s Office of Jefferson County.
9. **Medical Decisions:** Physician’s decisions regarding the diagnosis and treatment of patients are solely the province of Physician, and all such decisions shall be the responsibility of Physician to be rendered in accordance with the standards of medical practice in the community.
10. **Case Records and Histories:** All case records, case histories, x-ray films, or personal and regular files concerning patients consulted, interviewed, examined, treated, or cared for by Physician during Physician’s term under this Agreement shall belong to and remain the property of Jefferson County.

COMPENSATION

11. **Compensation:** County agrees to pay, and Physician agrees to accept the amount of \$150,763.68 annual compensation for his services. Compensation is payable in semi-monthly payments of \$6,281.82. Physician shall also be paid \$7,500 per year automobile allowance, payable monthly at the rate of \$625 and \$900 per year cellular phone allowance, payable monthly at the rate of \$75. Physician, at Physician’s own expense, shall furnish Physician’s transportation to the extent required for Physician to perform the services and obligations required of Physician pursuant to this Agreement and shall keep any vehicle used for such purpose properly insured.
12. **Malpractice Insurance:** Jefferson County agrees to provide medical malpractice liability insurance coverage for Physician while he is providing services for Jefferson County; this insurance shall be in the amount of \$200,000 per occurrence with a \$600,000 annual aggregate. County will pay approved expenses for medical workshops and conventions for Physician which are approved by the Jefferson County Commissioners’ Court. County reserves the right to alter the amounts of liability coverage at its discretion.

TERMINATION

13. Either party may terminate this agreement upon the giving of 30 days written notice. Notice is sufficient if mailed by certified mail, return receipt requested, to:
- County: County Judge Jeff Branick
 1149 Pearl Street
 Jefferson County Courthouse
 Beaumont, Texas 77701

Doctor: Ezea Ede, M.D.
 7550 Cora Creek Drive
 Beaumont, Texas 77707
14. In addition, this contract may be terminated immediately if any of the following conditions exist or occur:
- (a) The suspension, limitation, revocation, or cancellation of Physician’s license to

practice medicine in the State of Texas.

- (b) County's inability to procure professional liability coverage for Physician.
- (c) The conviction of Physician of a felony or misdemeanor involving drugs or moral turpitude.
- (d) Death of Physician.

15. **For Cause Termination by County:** This Agreement may be terminated for cause by County upon the occurrence of any of the following events which remains uncured for a period of ten (10) days following notice to Physician:

- (a) Physician's failure or refusal to perform faithfully and diligently the duties required under this Agreement or to comply with the provisions of this Agreement;
- (b) Physician's failure or refusal to substantially comply with community standards of care and/or state regulations;
- (c) Physician's engaging in conduct amounting to fraud, dishonesty, gross negligence, willful misconduct, or conduct that is unprofessional or unethical;
- (d) In the event that failure to terminate Physician's contract would be inconsistent with, or detrimental to, appropriate patient care;
- (e) Physician commits a breach of any obligation under this Agreement, provided Physician has not remedied the violation to the reasonable satisfaction of County or provided a plan to remedy such violation, within fifteen (15) days of receipt of written notice of the violation from County, which notice shall state with reasonable particularity the alleged violation;
- (f) Impairment caused by habitual drunkenness or drug addiction;
- (g) Failure or refusal of Physician to provide County with information reasonably requested by County for County to evaluate whether Physician is in violation of this Agreement or has committed any act or omission which might constitute cause for termination.

16. **For Cause Termination by Physician:** This Agreement may be terminated for cause by Physician upon the occurrence of any of the following events:

- (a) Failure of County to pay to Physician any undisputed amount of compensation.
- (b) County's termination of the position of County Health Authority.

MISCELLANEOUS

17. This agreement constitutes the entire understanding between the parties and no other agreements, understandings, representations or warranties other than those specifically set out in this agreement shall be binding on any of the parties hereto. All parties acknowledge that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party, that are not embodied in this agreement.

18. The parties mutually acknowledge and understand that the services of Physician herein contracted for are professional services, the delivery of which are subject to the exercise of reasonable medical judgment, both as to the manner and time of performance. County shall have no right to demand performance at any unreasonable specific time.

19. Nothing in this agreement shall be construed or deemed to create the existence of an employer/employee relationship. Physician shall at all times be an independent contractor to the county and county shall have no duty or right to control the manner of performance of any obligation imposed upon doctor by this agreement.

20. **Governing Law:** THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED, AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE FOR ANY ACTIONS ARISING UNDER THIS AGREEMENT SHALL BE IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, TEXAS.

21. **Authority to Contract:** Each Party represents and warrants that such Party is authorized to enter this Agreement and to be bound by its terms.

22. **Modification:** This Agreement shall not be modified or amended except by a written document executed by both Parties to this Agreement, and such written modification(s) shall be attached to this Agreement.

23. **Assignment:** This Agreement shall not be assigned by Physician.

24. **No Third Party Rights:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the Parties and their respective and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, or to give any third persons any right of subrogation or action against any Party.

25. **Dispute Resolution:** In the event of any dispute between the Parties arising out of or relating to this Agreement, or the alleged breach thereof, the Parties shall promptly meet in a good faith effort to resolve the dispute. If the dispute is not resolved within 30 days after the first meeting on that topic, each Party shall be free to pursue and exercise any and all legal rights and remedies available to them. The Parties shall be free to submit any unresolved dispute to any form of alternative dispute resolution they deem appropriate or, absent such agreement, the dispute shall be submitted to the state courts located in Jefferson County, Texas, which forum, the Parties specifically agree, is a proper and convenient forum. The Parties further agree to submit to the jurisdiction of the state located in Jefferson County, Texas, and waive the right to challenge personal jurisdiction and/or subject matter jurisdiction in said courts. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT THIS AGREEMENT.

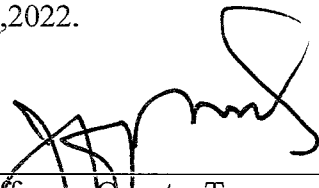
26. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE SOLE AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY PRIOR WRITTEN OR ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THEM CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

27. **Physician Representation:** Physician represents and warrants that, to the best of his knowledge, Physician is not currently a party to any lawsuits or investigations involving Physician's practice of medicine. Physician further represents and warrants that, to the best of his knowledge, Physician knows of no facts that would reasonably cause him to believe that such an action or investigation would be initiated. Physician shall promptly notify Jefferson County of any pending or threatened malpractice claim or demand for payment made against Physician, or incident which is likely to give rise thereto, and provide such related information as to such claim, demand, or incident. Furthermore, Physician shall promptly notify Jefferson County of any action or investigation taken by any licensure board to restrict or revoke Physician's license to practice medicine.

Executed on this 27 day of September, 2022.



Ezea Ede, M.D.



Jefferson County, Texas
by Jeff Branick.
County Judge

Texas Department Of Transportation - Traffic Safety Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Jefferson

Project Title: STEP Comprehensive

Authorizing Authority	
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.	
Name:	Judge Jeff R. Branick
Title:	County Judge
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments		
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.		
	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Ryan Bodley Sr.	Sergeant
2.	Patrick Swain	County Auditor
3.		

Texas Traffic Safety eGrants

Fiscal Year 2023

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912002

Project Title: STEP Comprehensive

ID: 2023-JeffersonCoSO-S-1YG-00091

Period: 10/01/2022 to 09/30/2023

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2022.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

Unique Entity Identifier (UEI) : **ekc1bvnjxa8**

FAIN:

69A37523300004020TX0

Project Title: **STEP Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2022** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2023** unless terminated or otherwise modified.

Total Awarded: **\$28,083.51**

Amount Eligible for Reimbursement by the Department: **\$21,957.40**

Match Amount provided by the Subgrantee: **\$6,126.11**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

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RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
 - B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
 - C. Attend grant related training as requested by the Department
 - D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
 - E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
 - F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..
 - G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.
 - H. Ensure that this grant will in no way supplant (replace) funds from other sources.
- Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.
 - J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC.

Jefferson County Sheriff's Office
STEP Comprehensive 2023

funded grant program. False statements on this form may be prosecutable under FCPS 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. https://www.dot.state.tx.us/apps/egrants/_Upload/1100996_341467-MX-M4071_20220412_085716.pdf

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	6	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	6	
Reduce the number of Speed-related KA crashes to	2	
Reduce the number of ITC-related KA crashes to	5	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

INTERLOCAL AGREEMENT
FOR DRAINAGE DITCH 110-B PROJECT

Between
COUNTY OF JEFFERSON
and
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

STATE OF TEXAS	§
	§
COUNTY OF JEFFERSON	§

This Inter-Governmental Agreement between the County of Jefferson, Texas, whose address is 1149 Pearl Street, Beaumont, Texas 77701 hereinafter referred to as "COUNTY" and Jefferson County Drainage District No. 6, a Special District of the State of Texas, whose address is 6550 Walden Road, Beaumont, Texas 77707 (hereinafter called "DISTRICT") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is as follows:

WHEREAS, the COUNTY is approved by the Texas General Land Office (GLO) for a Disaster Recovery (DR) Community Development Block Grant (CDBG) CONTRACT NO. 20-065-121-C408 totaling \$ 947,960.00 to repair damages to Drainage Ditch No. 110-B from Hurricane Harvey and;

WHEREAS, the COUNTY and the DISTRICT desire to utilize the \$947,960.00 to install larger box culverts and realign the concrete side slopes, which will provide additional access for future maintenance and provide better flow conveyance for future flood. and;

WHEREAS, the COUNTY and the DISTRICT are desirous of reciting in writing certain duties and obligations between the parties hereto;

FOR AND IN CONSIDERATION of the mutual benefits flowing to the COUNTY and the DISTRICT as a result of working together to make improvements to the drainage infrastructure, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WITNESSETH

1. The COUNTY will contract with the DISTRICT to repair the damage from Hurricane Harvey on Drainage Ditch 110-B and to improve the existing drainage structure, in an amount not to exceed \$776,000.00 (which is the allocated construction budget).
2. The DISTRICT will competitively procure concrete box culverts, closed cell block, wood fencing, and all other materials required to complete the project as per COUNTY-approved plans for drainage improvements.
1. The DISTRICT will use in-house equipment and force account labor and will track and account for all expenses at agreed governmental rates.
2. The DISTRICT will be responsible for project layout, and project management.
3. The COUNTY, following the completion of the installation of all drainage improvements, agrees to reimburse the DISTRICT for (100%) of their costs for labor, equipment, and materials in an amount not to exceed 776,000.00.
4. The DISTRICT will be responsible for any and all costs over \$776,000.00.
5. On a monthly basis or greater, at its convenience, the DISTRICT will invoice the COUNTY for the incurred costs to date. The invoice will be itemized and will include all back-up documentation that justifies the invoice amount, such as material invoices, equipment use cost, and labor cost.
6. The COUNTY shall reimburse the DISTRICT within thirty (30) days of the date of the invoice.
7. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for final and binding resolution.

JEFFERSON COUNTY, TEXASWITNESS OUR HANDS effective this 4 day of October, 2022.


 Jeff Branick

County Judge

Jefferson County, Texas

ATTEST

By: Printed Name: LAURIE LEISTERTitle: COUNTY CLERK**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**

WITNESS OUR HANDS effective this _____ day of _____, 2022.

 Joshua W. Allen, Sr.

Board President

Jefferson County Drainage District No. 6

ATTEST:

By: _____

Printed Name: _____

Title: _____

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and Angston Adams ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education ("CLE") requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹ 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm'n, "Parties").

² *Id.* at § 174.14 ("Awarding the Contact").

³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

⁴ *Id.* at § 174.17 ("Scope of Contract").

⁵ *Id.* at § 174.25 ("Compensation and Payment Process").

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ *Id.* at § 174.24 (“Investigators and Experts”).

⁷ *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

⁸ *Id.* at § 174.16 (“Term of Contract”).

⁹ *Id.* at § 174.22 (“Standards of Representation”).

¹⁰ *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

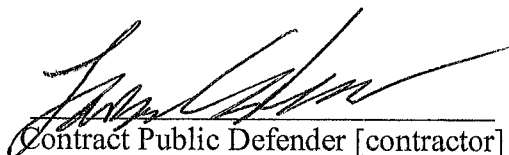
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

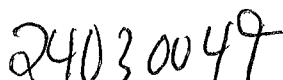
Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

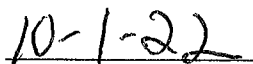
Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.



Contract Public Defender [contractor]


SBOT Number


Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:


Criminal District Court Judge
[appointing authority]

10-1-22
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and John D. West ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education ("CLE") requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

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health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

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substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

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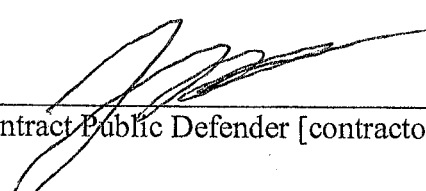
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.



Contract Public Defender [contractor]

24029898
SBOT Number

10-1-22
Date

¹⁶*Id.* at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:



Criminal District Court Judge
[appointing authority]

10-1-22
Date

252nd District Court Judge
[appointing authority]

Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and DONALD W. DUESLER ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education ("CLE") requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

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Term of Contract: This contract becomes effective on the date signed, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

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⁷ *Id.* at § 174.16; 174.25 ("Term of Contract" and "Compensation and Payment Process").

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(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

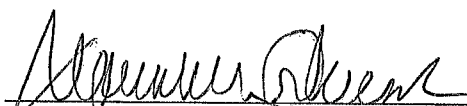
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

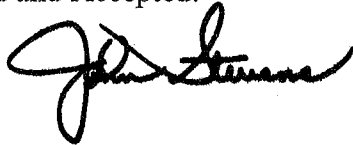

Contract Public Defender [contractor]

06166400
SBOT Number

9-27-2022
Date

¹⁶*Id.* at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:



Criminal District Court Judge
[appointing authority]

10-1-22
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

Date



CHAMBERS OF
JUDGE JOHN B. STEVENS, JR.
CRIMINAL DISTRICT COURT
JEFFERSON COUNTY COURTHOUSE

September 28, 2022

Jeff Branick
Jefferson County Judge

Patrick Swain
Jefferson County Auditor

Dear Sirs,

This letter is written to finalize the parties' agreement that David Grove shall be temporarily released from his obligations as a Public Defender for the Criminal District Court for Jefferson County, Texas, as of the end of September 30, 2022, due to issues that prevent him from being able to fully carry out his obligations under the Public Defender Contract.

The parties hereto hope and envision this hiatus to be temporary. John West, attorney at law in Jefferson County, Texas, shall be appointed as Public Defender for Criminal District Court for Jefferson County, Texas, to replace David Grove for the interim.

Sincerely,

A handwritten signature in black ink, appearing to read "John B. Stevens, Jr.", written over a horizontal line.

Judge John B. Stevens, Jr.
Criminal District Court

David Grove

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Marvin Lewis, Jr. (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹ 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

² *Id.* at § 174.14 (“Awarding the Contact”).

³ *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

⁴ *Id.* at § 174.17 (“Scope of Contract”).

⁵ *Id.* at § 174.25 (“Compensation and Payment Process”).

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ *Id.* at § 174.24 ("Investigators and Experts").

⁷ *Id.* at § 174.16; 174.25 ("Term of Contract" and "Compensation and Payment Process").

⁸ *Id.* at § 174.16 ("Term of Contract").

⁹ *Id.* at § 174.22 ("Standards of Representation").

¹⁰ *Id.* at §§ 174.19; 174.20 ("Duration of Representation" and "Substitution of Attorneys").

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

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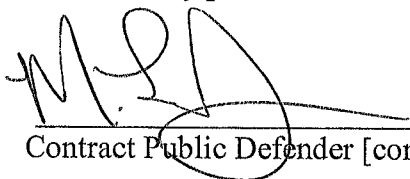
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

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Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.


Contract Public Defender [contractor]

24050927

SBOT Number

10.1.22

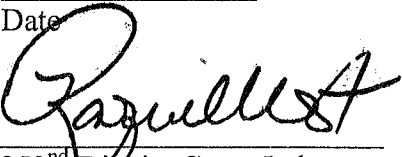
Date

¹⁶*Id.* at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:

Criminal District Court Judge
[appointing authority]

County Judge,
Jefferson County, Texas
[contracting authority]

Date


252nd District Court Judge
[appointing authority]

Date

10.1.22
Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and Jason Marks ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

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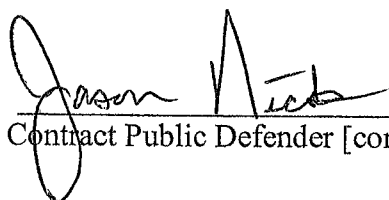
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Contract Public Defender [contractor]

24049035
SBOT Number

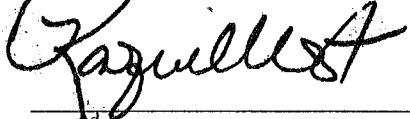
10-1-22
Date

¹⁶Id. at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:


 Criminal District Court Judge
 [appointing authority]

10-1-22
 Date


 252nd District Court Judge
 [appointing authority]

10.1.22
 Date

 County Judge,
 Jefferson County, Texas
 [contracting authority]

 Date

PGM: GMCOMMV2	DATE 10-04-2022	PAGE: 1 575
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	61.50	499501
ROAD & BRIDGE PCT.#1		61.50**
SPIDLE & SPIDLE	6,968.13	499353
RB EVERETT & COMPANY, INC.	108.94	499368
GULF COAST SCREW & SUPPLY	153.26	499377
M&D SUPPLY	38.46	499389
AT&T	89.62	499412
TRIANGLE EQUIPMENT CO.	2,195.00	499413
AUTO ZONE	21.61	499418
SOUTHERN TIRE MART, LLC	804.30	499421
VERIZON WIRELESS	75.98	499434
HLAVINKA EQUIPMENT COMPANY	175.80	499460
PRO CHEM INC	534.95	499482
ADVANCE AUTO PARTS	235.48	499485
ASCO	284.93	499487
LONE STAR TRENCHER PARTS LLC	1,493.00	499489
MUNRO'S UNIFORM SERVICES, LLC	91.60	499565
ROAD & BRIDGE PCT.#2		13,271.06**
AUDILET TRACTOR SALES	901.45	499356
MOTION INDUSTRIES, INC.	192.46	499391
RITTER @ HOME	369.99	499403
SMART'S TRUCK & TRAILER, INC.	6.06	499409
NEW WAVE WELDING TECHNOLOGY	218.69	499464
ACT PIPE AND SUPPLY	8,000.00	499467
GULF COAST	92.56	499528
CHARTER COMMUNICATIONS	152.56	499559
MUNRO'S UNIFORM SERVICES, LLC	1,364.50	499565
ROAD & BRIDGE PCT. # 3		11,298.27**
BEAUMONT TRACTOR COMPANY	382.78	499358
FARM & HOME SUPPLY	62.82	499370
PHILPOTT MOTORS, INC.	435.00	499396
AT&T	97.72	499412
HOWARD'S AUTO SUPPLY	3.91	499423
VERIZON WIRELESS	38.03	499434
ON TIME TIRE	157.99	499481
GERALD T PELTIER JR	200.00	499529
MUNRO'S UNIFORM SERVICES, LLC	23.95	499565
ROAD & BRIDGE PCT.#4		1,402.20**
CITY OF BEAUMONT - WATER DEPT.	21.56	499362
ENTERGY	1,472.14	499378
M&D SUPPLY	664.24	499389
TRANTEX, INC.	4,182.18	499424
EVERETT D ALFRED	1,596.00	499445
BEAUMONT FREIGHTLINER WESTERN STAR	106.36	499452
MARTIN PRODUCT SALES LLC	285.60	499457
NATALIE ROBERTS	92.39	499462
A-1 MAIDA FENCE COMPANY	500.00	499499
CINTAS CORPORATION	188.24	499504
O'REILLY AUTO PARTS	612.04	499517
GULF COAST	6,228.03	499528
MUNRO'S UNIFORM SERVICES, LLC	90.78	499565
ROGERS BROUSSARD	10.00	499570
ENGINEERING FUND		16,049.56**
UNITED STATES POSTAL SERVICE	1.20	499439
LINDA CATHEY	180.00	499560
PARKS & RECREATION		181.20**
ENTERGY	364.54	499378
NOACK LOCKSMITH	143.20	499392
SCOOTER'S LAWNMOWERS	1,539.87	499406

PGM: GMCOMMV2	DATE 10-04-2022	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
LOWE'S HOME CENTERS, INC.	298.15	499444
GENERAL FUND		2,345.76**
JEFFERSON CTY. CLERK	4,409.37	499350
TAX OFFICE		4,409.37*
UNITED STATES POSTAL SERVICE	535.06	499439
US POSTAL SERVICE	35,000.00	499442
RT LAWRENCE CORPORATION	2,100.00	499483
ODP BUSINESS SOLUTIONS, LLC	1,419.97	499563
COUNTY HUMAN RESOURCES		39,055.03*
PINNACLE MEDICAL MANAGEMENT CORP	55.00	499397
UNITED STATES POSTAL SERVICE	4.42	499439
SIERRA SPRING WATER CO. - BT	44.39	499440
AUDITOR'S OFFICE		103.81*
UNITED STATES POSTAL SERVICE	29.88	499439
ODP BUSINESS SOLUTIONS, LLC	86.52	499563
COUNTY CLERK		116.40*
UNITED STATES POSTAL SERVICE	288.68	499439
COUNTY JUDGE		288.68*
UNITED STATES POSTAL SERVICE	3.93	499439
THE YOES LAW FIRM, LLP	500.00	499453
RISK MANAGEMENT		503.93*
UNITED STATES POSTAL SERVICE	8.20	499439
COUNTY TREASURER		8.20*
FED EX	59.89	499371
CASH ADVANCE ACCOUNT	1,025.12	499384
UNITED STATES POSTAL SERVICE	192.09	499439
PRINTING DEPARTMENT		1,277.10*
LINDENMEYR MUNROE	765.80	499543
PURCHASING DEPARTMENT		765.80*
PORT ARTHUR NEWS, INC.	397.16	499398
UNITED STATES POSTAL SERVICE	5.13	499439
ODP BUSINESS SOLUTIONS, LLC	21.58	499563
GENERAL SERVICES		423.87*
CASH ADVANCE ACCOUNT	30.00	499384
SPINDLETOP MHMR	34,666.91	499387
CROWN CASTLE INTERNATIONAL	1,833.43	499447
ROCHESTER ARMORED CAR CO INC	6,356.94	499475
EVERGREEN SOLUTIONS, LLC	12,240.00	499544
CHAPMAN VENDING	85.70	499547
CHARTER COMMUNICATIONS	646.41	499554
MCGRIFF INSURANCE SERVICES, INC	152.11	499564
DATA PROCESSING		56,011.50*
VERIZON WIRELESS	75.98	499434
TREVOR WILLIAMS	311.88	499546
VOTERS REGISTRATION DEPT		387.86*

PGM: GMCOMMV2	DATE 10-04-2022	AMOUNT	CHECK NO.	PAGE: 3 577 TOTAL
UNITED STATES POSTAL SERVICE		205.08	499439	
ODP BUSINESS SOLUTIONS, LLC		363.44	499563	568.52*
ELECTIONS DEPARTMENT				
FREDRICK C CRIBBS II		15.42	499497	15.42*
DISTRICT ATTORNEY				
UNITED STATES POSTAL SERVICE		192.21	499439	
LUKE NICHOLS		1,138.87	499456	
EDGAR GEORGE THOMPSON		55.91	499465	
NMS LABS		250.00	499477	
HIGGINBOTHAM INSURANCE AGENCY INC		71.00	499495	
LAUREN KEMP		14.50	499512	
PHILLIP SMITH		1,098.64	499550	
ODP BUSINESS SOLUTIONS, LLC		982.99	499563	3,804.12*
DISTRICT CLERK				
UNITED STATES POSTAL SERVICE		313.86	499439	
ODP BUSINESS SOLUTIONS, LLC		468.14	499563	782.00*
CRIMINAL DISTRICT COURT				
MARSHA NORMAND		445.00	499393	
UNITED STATES POSTAL SERVICE		7.82	499439	
KIMBERLY R. BROUSSARD		5,543.55	499466	
MASTERWORD SERVICES, INC		1,270.88	499552	
ODP BUSINESS SOLUTIONS, LLC		49.99	499563	7,317.24*
136TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE		.49	499439	.49*
252ND DISTRICT COURT				
EDWARD B. GRIPON, M.D., P.A.		595.00	499376	
UNITED STATES POSTAL SERVICE		36.08	499439	631.08*
279TH DISTRICT COURT				
JACK LAWRENCE		700.00	499354	
ORGAIN BELL & TUCKER LLP		297.00	499394	
NATHAN REYNOLDS, JR.		110.00	499402	
KEVIN S. LAINE		325.00	499422	
GERMER PLLC		990.00	499425	
JOEL WEBB VAZQUEZ		275.00	499449	
KIMBERLY PHELAN, P.C.		1,755.00	499455	
LINDSAY LAW FIRM, PLLC		165.00	499478	
WILLIAM FORD DISHMAN		440.00	499490	
MATUSKA LAW FIRM		110.00	499493	
ALICIA K HALL PLLC		550.00	499537	
SHELANDER LAW OFFICE		330.00	499548	6,047.00*
317TH DISTRICT COURT				
ANITA F. PROVO		200.00	499401	
CHARLES ROJAS		1,025.00	499427	
UNITED STATES POSTAL SERVICE		4.80	499439	
DONEANE E. BECKCOM		400.00	499443	
JOEL WEBB VAZQUEZ		650.00	499449	
KIMBERLY PHELAN, P.C.		600.00	499455	
ALLEN PARKER		300.00	499471	
WILLIAM FORD DISHMAN		300.00	499490	
MASTERWORD SERVICES, INC		217.68	499552	3,697.48*
JUSTICE COURT-PCT 1 PL 1				
UNITED STATES POSTAL SERVICE		21.56	499439	21.56*
JUSTICE COURT-PCT 1 PL 2				

PGM: GMCOMMV2	DATE 10-04-2022	PAGE: 4 578
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	9.41	499439
ODP BUSINESS SOLUTIONS, LLC	293.17	499563
JUSTICE COURT-PCT 4		302.58*
TEXAS STATE UNIVERSITY SAN MARS	185.00	499411
ANITA U SEPEDA	100.00	499474
JUSTICE COURT-PCT 6		285.00*
UNITED STATES POSTAL SERVICE	14.24	499439
ODP BUSINESS SOLUTIONS, LLC	1,566.88	499563
AMAZON.COM SERVICES LLC	498.87	499568
JUSTICE COURT-PCT 7		2,079.99*
AT&T	44.81	499412
COUNTY COURT AT LAW NO.1		44.81*
UNITED STATES POSTAL SERVICE	.49	499439
COUNTY COURT AT LAW NO. 2		.49*
CHARLES ROJAS	300.00	499427
JOHN D WEST	250.00	499430
UNITED STATES POSTAL SERVICE	.49	499439
COUNTY COURT AT LAW NO. 3		550.49*
JACK LAWRENCE	250.00	499354
A. MARK FAGGARD	500.00	499369
MARVA PROVO	250.00	499400
KIMBERLY PHELAN, P.C.	250.00	499455
THE SAMUEL FIRM, PLLC	400.00	499523
COURT MASTER		1,650.00*
BUDDIE J HAHN	3,448.39	499530
MEDIATION CENTER		3,448.39*
UNITED STATES POSTAL SERVICE	3.93	499439
SHERIFF'S DEPARTMENT		3.93*
FED EX	32.57	499372
AT&T	299.58	499412
UNITED STATES POSTAL SERVICE	642.71	499439
GALLS LLC	4,325.31	499500
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	618.00	499503
TND WORKWEAR CO LLC	124.95	499508
LAKE COUNTRY CHEVROLET, INC.	12,604.50	499516
CORPORATE AIRCRAFT ASSOCIATION	500.00	499549
AMAZON.COM SERVICES LLC	36.24	499568
CRIME LABORATORY		19,183.86*
ALLOMETRICS INC.	160.00	499352
VERIZON WIRELESS	37.99	499433
JUSTICETRAX	13,230.23	499459
SENTRY AIR SYSTEMS INC	1,345.20	499514
JAIL - NO. 2		14,773.42*
BOB BARKER CO., INC.	414.05	499357
W.W. GRAINGER, INC.	918.41	499375
JACK BROOKS REGIONAL AIRPORT	1,415.66	499382
CASH ADVANCE ACCOUNT	3,559.85	499384
KIRKSEY'S SPRINT PRINTING	49.90	499385
AT&T	1,122.79	499412
TRAILER HITCH DEPOT	190.00	499428
LOWE'S HOME CENTERS, INC.	314.30	499444

PGM: GMCOMMV2	DATE 10-04-2022	PAGE: 5	579
NAME	AMOUNT	CHECK NO.	TOTAL
WORLD FUEL SERVICES	4,954.25	499470	
CONSTELLATION NEWENERGY - GAS DIVIS	3,360.19	499486	
GALLS LLC	7,077.75	499500	
CINTAS CORPORATION	867.58	499504	
LASALLE CORRECTIONS VI LLC	39,028.00	499520	
TRINITY SERVICES GROUP INC	30,767.51	499527	
ODP BUSINESS SOLUTIONS, LLC	1,363.76	499563	
INDUSTRIAL POWER & RUBBER INC	95.00	499569	
JUVENILE PROBATION DEPT.			95,499.00*
CASH ADVANCE ACCOUNT	259.86	499384	
SAM HOUSTON STATE UNIVERSITY	225.00	499404	
VERIZON WIRELESS	53.90	499434	
UNITED STATES POSTAL SERVICE	3.03	499439	
JUVENILE DETENTION HOME			541.79*
KOMMERICAL KITCHENS	790.00	499386	
SOUTHWEST BUILDING SYSTEMS	252.38	499410	
BEN E KEITH COMPANY	263.07	499448	
GULF COAST ELECTRIC CO., INC.	2,590.00	499463	
ADVANTAGE INTERESTS INC	5,501.20	499510	
SOUTHERN FOLGER CONTRACTING, INC	16,038.00	499551	
FLOWERS BAKING COMPANY OF HOUSTON	68.04	499566	
CONSTABLE PCT 1			25,502.69*
CASH ADVANCE ACCOUNT	1,306.96	499384	
VERIZON WIRELESS	226.71	499434	
UNITED STATES POSTAL SERVICE	86.10	499439	
ODP BUSINESS SOLUTIONS, LLC	436.36	499563	
CONSTABLE-PCT 2			2,056.13*
VERIZON WIRELESS	113.97	499434	
TND WORKWEAR CO LLC	1,238.15	499508	
ODP BUSINESS SOLUTIONS, LLC	551.07	499563	
CONSTABLE-PCT 4			1,903.19*
VERIZON WIRELESS	113.97	499434	
CONSTABLE-PCT 6			113.97*
VERIZON WIRELESS	113.97	499434	
UNITED STATES POSTAL SERVICE	25.09	499439	
GALLS LLC	176.00	499500	
INFOUSA MARKETING INC	1,125.00	499542	
ODP BUSINESS SOLUTIONS, LLC	140.99	499563	
CONSTABLE PCT. 7			1,581.05*
VERIZON WIRELESS	113.97	499434	
CONSTABLE PCT. 8			113.97*
POSTMASTER	499.80	499399	
VERIZON WIRELESS	113.97	499434	
THOMSON REUTERS-WEST	73.00	499488	
ODP BUSINESS SOLUTIONS, LLC	27.99	499563	
AGRICULTURE EXTENSION SVC			714.76*
LOWE'S HOME CENTERS, INC.	331.55	499444	
CORENA N FITZGERALD	241.12	499525	
HEALTH AND WELFARE NO. 1			572.67*
CALVARY MORTUARY	1,500.00	499359	
CLAYBAR FUNERAL HOME, INC.	1,500.00	499364	
PETTY CASH - N C WELFARE	60.25	499395	
MCKESSON MEDICAL-SURGICAL INC	2,286.65	499426	

PGM: GMCOMMV2	DATE 10-04-2022	PAGE: 6 580
NAME	AMOUNT	CHECK NO. TOTAL
CLAYBAR HAVEN OF REST	2,480.00	499436
UNITED STATES POSTAL SERVICE	85.10	499439
CLEAN HARBORS ENVIRONMENTAL SERVICE	85.76	499446
CARLETTE SULLIVAN	29.00	499461
INDIGENT HEALTHCARE SOLUTIONS LTD	250.00	499469
PROCTOR'S MORTUARY INC	1,500.00	499472
THOMSON REUTERS-WEST	152.60	499488
CANDICE FORD	51.25	499506
NUANCE COMMUNICATIONS, INC	118.50	499524
MIKAYLA MEWA	29.00	499538
EZEAL D EDE MD	879.27	499541
ODP BUSINESS SOLUTIONS, LLC	1,422.56	499563
HEALTH AND WELFARE NO. 2		12,429.94*
AT&T	44.81	499412
VICKIE MCINTYRE	289.70	499419
MCKESSON MEDICAL-SURGICAL INC	702.67	499426
CLAYBAR HAVEN OF REST	415.00	499437
TERRI WATSON	100.95	499458
THOMSON REUTERS-WEST	152.60	499488
NUANCE COMMUNICATIONS, INC	118.50	499524
EZEAL D EDE MD	812.46	499541
CHARTER COMMUNICATIONS	166.72	499556
ODP BUSINESS SOLUTIONS, LLC	390.60	499563
ENVIRONMENTAL CONTROL		3,194.01*
AT&T	44.81	499412
INDIGENT MEDICAL SERVICES		44.81*
VERIZON WIRELESS	40.25	499434
MAINTENANCE-BEAUMONT		40.25*
LOUIS AND COMPANY	81.95	499351
CERTIFIED LABORATORIES	2,518.40	499361
CITY OF BEAUMONT - WATER DEPT.	11,953.98	499362
COBURN SUPPLY COMPANY INC	3,269.40	499365
ECOLAB	212.47	499366
W.W. GRAINGER, INC.	155.98	499375
ENTERGY	55,731.43	499378
HERNANDEZ OFFICE SUPPLY, INC.	1,410.00	499379
INTERSTATE BATTERIES OF BEAUMONT/PA	843.80	499380
RITTER @ HOME	230.69	499403
SANITARY SUPPLY, INC.	2,346.24	499405
ACE IMAGEWEAR	249.41	499408
AT&T	4,924.00	499412
WARREN EQUIPMENT CO.	278.43	499416
A1 FILTER SERVICE COMPANY	732.70	499479
ADVANTAGE INTERESTS INC	355.00	499510
REXEL USA INC	947.56	499513
UNITED REFRIGERATION INC	302.85	499539
CHARTER COMMUNICATIONS	174.69	499558
MAINTENANCE-PORT ARTHUR		86,718.98*
CITY OF PORT ARTHUR - WATER DEPT.	875.11	499363
M&D SUPPLY	72.96	499389
AT&T	1,599.65	499412
SOLAR	28.80	499441
LOWE'S HOME CENTERS, INC.	196.09	499444
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	100.00	499468
FRED MILLER'S OUTDOOR EQUIPMENT LLC	69.95	499498
RAYON LOCKSMITH	259.00	499509
CHARTER COMMUNICATIONS	106.78	499555
MAINTENANCE-MID COUNTY		3,308.34*
RITTER @ HOME	19.99	499403
ACE IMAGEWEAR	37.22	499408
SERVICE CENTER		57.21*

PGM: GMCOMMV2	DATE 10-04-2022	PAGE: 7
NAME	AMOUNT	CHECK NO.
SPIDLE & SPIDLE	11,150.95	499353
J.K. CHEVROLET CO.	493.84	499381
M&D SUPPLY	254.58	499389
PHILPOTT MOTORS, INC.	65.86	499396
RITTER @ HOME	19.39	499403
JEFFERSON CTY. TAX OFFICE	7.50	499431
JEFFERSON CTY. TAX OFFICE	7.50	499432
BUMPER TO BUMPER	514.77	499451
ADVANCE AUTO PARTS	274.67	499485
DENNIS LOWE	62.39	499505
ODP BUSINESS SOLUTIONS, LLC	205.03	499563
VETERANS SERVICE		13,056.48*
UNITED STATES POSTAL SERVICE	2.16	499439
ODP BUSINESS SOLUTIONS, LLC	101.32	499563
MOSQUITO CONTROL FUND		103.48*
		416,112.14**
PHILPOTT MOTORS, INC.	143.38	499396
SETZER HARDWARE, INC.	83.57	499407
UNITED PARCEL SERVICE	20.84	499414
WYLIE MANUFACTURING CO.	478.33	499417
O'REILLY AUTO PARTS	61.93	499517
CY-FAIR TIRE	105.95	499526
C&B MICROSCOPE SERVICE	1,124.00	499533
ES OPCO USA LLC	125,616.90	499536
ODP BUSINESS SOLUTIONS, LLC	137.46	499563
MUNRO'S UNIFORM SERVICES, LLC	71.94	499565
PARKER'S BUILDING SUPPLY	288.37	499567
FEMA EMERGENCY		128,132.67**
P SQUARED EMULSION PLANTS, LLC	30,103.20	499521
J.C. FAMILY TREATMENT		30,103.20**
PATRICIA VELASCO	115.00	499502
MARY BEVIL	1,095.00	499535
SECURITY FEE FUND		1,210.00**
MCKESSON MEDICAL-SURGICAL INC	363.59	499426
BEST BUY BUSINESS ADVANTAGE ACCOUNT	399.99	499492
ALLIED UNIVERSAL SECURITY SERVICES	9,163.26	499532
JUVENILE PROB & DET. FUND		9,926.84**
JEFFERSON CTY. DISTRICT CLERK	600.00	499383
VERIZON WIRELESS	70.93	499434
GRANT A STATE AID		670.93**
RITE OF PASSAGE	6,128.39	499534
COMMUNITY SUPERVISION FND		6,128.39**
INTERFACE EAP, INC	1,584.00	499420
VERIZON WIRELESS	32.96	499434
UNITED STATES POSTAL SERVICE	66.93	499439
CLEAN HARBORS ENVIRONMENTAL SERVICE	286.93	499446
JCCSC	100.00	499476
HIGGINBOTHAM INSURANCE AGENCY INC	500.00	499496
CHARTER COMMUNICATIONS	166.72	499557
COUNTY RECORDS MANAGEMENT		2,737.54**
UNITED STATES POSTAL SERVICE	.49	499439
FAMILY PROTECTION FEE FND		.49**
CASA	1,200.00	499360

PGM: GMCOMMV2	DATE 10-04-2022	PAGE: 8	582
NAME	AMOUNT	CHECK NO.	TOTAL
GARTH HOUSE	1,200.00	499374	
JEFFERSON CTY. VICTIM'S ASSISTANCE	1,200.00	499450	
			3,600.00**
DEPUTY SHERIFF EDUCATION			
THE CENTER FOR AMERICAN AND	500.00	499494	
CONST. PCT. 8 EDUCATION			500.00**
CASH ADVANCE ACCOUNT	216.00	499384	
J.P. COURTROOM TECH. FUND			216.00**
VERIZON WIRELESS	227.94	499434	
HOTEL OCCUPANCY TAX FUND			227.94**
ELLIS POTTERY	694.48	499367	
M&D SUPPLY	118.84	499389	
VACUUM WORLD	51.96	499415	
UNITED STATES POSTAL SERVICE	4.56	499439	
SAM'S CLUB DIRECT	190.90	499484	
GRINNELL COMPUTERS	125.00	499507	
US FLAG AND FLAGPOLE SUPPLY	375.87	499515	
CFORCE BOTTLING COMPANY, LLC	2,904.00	499519	
CHAPMAN VENDING	14.95	499547	
CHARTER COMMUNICATIONS	130.63	499553	
MUNRO'S UNIFORM SERVICES, LLC	118.83	499565	
			4,730.02**
COUNTY CLERK HAVA FUND			
ELECTION SYSTEMS & SOFTWARE LLC	1,319,994.50	499429	
			1,319,994.50**
COASTAL RESTORATION PRJCT			
TIM RICHARDSON	9,000.00	499491	
AIRPORT FUND			9,000.00**
A&A ELECTRIC CO OF BEAUMONT INC	110.00	499349	
SPIDLE & SPIDLE	2,011.52	499353	
LOUIS' YAZOO SALES & SERVICE, LLC	628.00	499388	
MID-COUNTY ALTERNATOR	185.00	499390	
SANITARY SUPPLY, INC.	167.30	499405	
VERIZON WIRELESS	37.99	499434	
UNITED STATES POSTAL SERVICE	.49	499439	
ODP BUSINESS SOLUTIONS, LLC	690.03	499563	
MUNRO'S UNIFORM SERVICES, LLC	2,693.28	499565	
			6,523.61**
AIRPORT IMPROVE. GRANTS			
THE LABICHE ARCHITECTURAL GROUP	31,815.00	499355	
FITZ & SHIPMAN, INC.	37,925.00	499373	
GARVER LLC	4,525.00	499473	
THE SOLCO GROUP, LLC	14,770.00	499518	
KSA ENGINEERS INC	31,730.25	499540	
			120,765.25**
SE TX EMP. BENEFIT POOL			
HOLMES MURPHY	13,750.00	499454	
EXPRESS SCRIPTS INC	132,109.43	499511	
UNITED HEALTHCARE SERVICES INC	113,188.07	499531	
BAY BRIDGE ADMINISTRATORS LLC	2,054.00	499545	
			261,101.50**
SHERIFF'S FORFEITURE FUND			
CASH ADVANCE ACCOUNT	686.48	499384	
PAYROLL FUND			686.48**
JEFFERSON CTY. - FLEXIBLE SPENDING	14,297.00	499338	
JEFFERSON CTY. TREASURER	11,983.79	499339	
INTERNAL REVENUE SERVICE	208.00	499340	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. COMMUNITY SUP.	6,904.10	499341	
JEFFERSON CTY. TREASURER - HEALTH	533,957.63	499342	
JEFFERSON CTY. TREASURER - GENERAL	10.00	499343	
JEFFERSON CTY. TREASURER - PAYROLL	2,010,485.37	499344	
JEFFERSON CTY. TREASURER - PAYROLL	670,629.24	499345	
JEFFERSON CTY. TREASURER - TCDRS	757,697.33	499346	
SBA - U S DEPARTMENT OF TREASURY	283.20	499347	
CONSERVE	199.83	499348	
			4,006,655.49**
J C ASSISTANCE DISTRICT 4			
ENTERGY	9.24	499378	
			9.24**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.94	499434	
			227.94**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	1,030.60	499382	
NIGHT FLIGHT CONCEPTS INC	370.00	499480	
RWB TOOLS, LLC	457.50	499522	
			1,858.10**
SHERIFF - COMMISSARY			
TRINITY SERVICES GROUP INC	950.00	499527	
			950.00**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	499435	
			114.39**
			6,376,792.21***

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID: M2320BMPT

Part I - Identification of the Project

TO: The County of Jefferson, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Jefferson, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the BEAUMONT/PORT ARTHUR - JACK BROOKS RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2023, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and

- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances**Sponsor**

The County of Jefferson, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.



The County of Jefferson, Texas

Sponsor

Sponsor Signature

JEFFERSON COUNTY JUDGE

Sponsor Title

10-4-2022

Date

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

Signature

Title

Date

Attachment A

Scope of Services
 TxDOT Project ID: M2320BMPT

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00



Sponsor Signature

JEFFERSON COUNTY JUDGE

Sponsor Title

10-4-2022

Date


GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2320BMPT

The County of Jefferson, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.



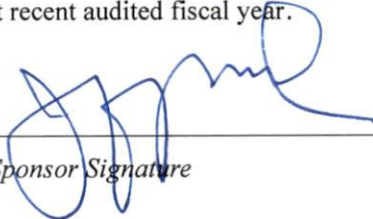
*Sponsor Signature*JEFFERSON COUNTY JUDGE
*Sponsor Title*10-4-2022

Date

Certification of State Single Audit Requirements

I, _____, do certify that the County of Jefferson, Texas, will comply with all requirements of the State of Texas Single Audit Act if the County of Jefferson, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Jefferson, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.





Sponsor Signature

JEFFERSON COUNTY JUDGE

Sponsor Title

10-4-2022

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2320BMPT

The County of Jefferson, Texas, designates,
, _____ as the Sponsor's authorized
(Name, Title)
representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

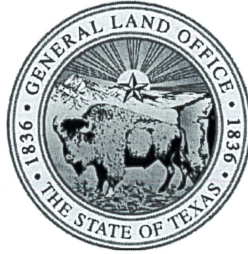
First Name, Last Name

Title

Address

Phone Number

Email Address



INTERLOCAL CONTRACT GLO Contract No. 22-039-000-D069

THE GENERAL LAND OFFICE (“the GLO”) and JEFFERSON COUNTY, Texas Identification Number (TIN) 17460002912 (“Local Government”), each a “Party” and collectively “the Parties,” enter into the following contract for services (the “Contract”) pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, which may include Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 771 of the Texas Government Code.

“Attachment” means documents, terms, conditions, or additional information attached to this Contract following the execution page or expressly incorporated by reference within the body of this Contract.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements, terms, and conditions attached hereto as **Attachment A**. To the extent they apply, Local Government agrees to and affirms the General Affirmations.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Project” means the services described in **SECTION 1.03** of this Contract.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Subcontractor” means an individual or business that signs a contract, or enters into an agreement with Local Government, to perform part or all of the obligations of Local Government under this Contract.

“Work” means services to be performed or goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including but not limited to Deliverables, in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

- a) The meanings of defined terms apply to the singular and plural forms of the defined terms;
- b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, work order, or schedule of this Contract unless otherwise specified;
- c) The term “including” means “including, without limitation.”
- d) Unless otherwise expressly provided, references to contracts include subsequent amendments and other modifications thereto, to the extent such amendments and modifications are not prohibited by the terms of this Contract, and a reference to a statute or regulation includes statutory or regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- f) All Attachments to this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- g) This Contract may use several limitations, regulations, or policies to regulate the same or similar matters and each such limitation, regulation, and policy is cumulative and shall be performed in accordance with its terms;
- h) Unless otherwise expressly provided, reference to any action of or by the GLO by way of consent, approval, or waiver is deemed modified by the phrase “in its/their sole discretion,” however, the GLO shall not unreasonably withhold or delay any approval, consent, or waiver required or requested of it;
- i) Time is of the essence in this Contract;

1.03 PROJECT

The Local Government will provide a designated fenced area within the grounds of the Jack Brooks Regional Airport in Jefferson County (the “Staging Area”) for the GLO to stage vehicles and equipment before or after a disaster (the “Project”). The GLO will determine and notify the Local Government of: (1) the approximate area needed to stage vehicles and equipment and (2) the approximate duration of each use of the Staging Area, based on the circumstances of the related disaster. The GLO will not stage any personnel at the Staging Area.

II. TERM

2.01 DURATION

This Contract shall be effective as of the date executed by the last Party and shall terminate on August 31, 2027. The Parties may extend this Contract for one additional one-year term by mutual written agreement executed by each Party's authorized representative.

2.02 EARLY TERMINATION FOR CONVENIENCE

The GLO may terminate this Contract for convenience by giving written notice specifying a termination date at least 30 days subsequent to the date of the notice. Upon receipt of any such notice, Local Government shall cease work, terminate all subcontracts, and incur no further expense related to this Contract. Local Government may terminate this Contract for convenience by giving written notice specifying a termination date at least 90 days subsequent to the date of the notice. GLO shall remove all GLO vehicles and equipment from the Staging Area on or before the termination date specified in any written notice of termination issued in accordance with this section. E Such early termination of this Contract by either Party shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If Local Government abandons work or defaults on the Contract and fails to cure the default within 30 days after receiving written notice of default, the GLO may terminate the Contract without further notice.

III. CONSIDERATION

3.01 CONSIDERATION

The Parties enter into this Contract in exchange for the mutual promises, covenants, and consideration described herein.

IV. AUTHORITY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.01 REPRESENTATION OF AUTHORITY

Local Government, as the Performing Agency, warrants that: (1) it has authority to perform the services described herein; and (2) the representative executing this Contract on its behalf is authorized by its governing body to do so. The GLO, as the Receiving Agency, warrants that: (1) it has the authority to contract for the services described herein; and (2) the representative executing this Contract on its behalf is authorized to do so.

4.02 GENERAL AFFIRMATIONS

To the extent they apply, Local Government certifies it has reviewed the General Affirmations in **Attachment A**, and that Local Government is in compliance with all the requirements contained therein.

4.03 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the

performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

V. STATE AND FEDERAL FUNDING

5.01 STATE FUNDING

- a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- b) Any claim by Local Government for damages ~~under resulting from a breach of this Contract~~ by the GLO may not exceed the amount of funds due and owing Local Government or the amount of funds appropriated for payment, but not yet paid to Local Government, under the annual budget in effect at the time of the breach. Nothing in this Contract shall be construed as a waiver of sovereign immunity.

5.02 RECAPTURE OF FUNDS

The GLO may terminate the Contract and recapture and be reimbursed by Local Government for any payments the GLO makes that: (i) exceed maximum allowable rates; (ii) are not allowed under applicable laws, rules, or regulations; or (iii) are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.03 OVERPAYMENT

Local Government shall be liable to the GLO for any costs disallowed pursuant to financial or compliance audit(s) of funds Local Government received under this Contract. Local Government shall reimburse such disallowed costs from funds other than those Local Government receives pursuant to this Contract.

VI. OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND INTELLECTUAL PROPERTY

- a) The GLO shall own, and Local Government hereby irrevocably assigns to the GLO, all ownership rights, title, and interest in and to all Intellectual Property acquired or developed by Local Government pursuant to this Contract, including, without limitation, all Intellectual Property in and to reports, drafts of reports, data, drawings, computer programs and codes, and/or any other information or materials acquired or developed by Local Government under this Contract. The GLO may obtain and hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protections, including extensions and renewals thereof, as may be appropriate to the subject matter. Local Government agrees and acknowledges that all expressive content subject to copyright protection, including, without limitation, all reports, drafts of reports, drawings, artwork, photographs, video, computer programs and codes, and/or any other

expressive content acquired or developed by Local Government pursuant to this Contract is a “work made for hire” under the United States Copyright Act of 1976. If, for any reason, any expressive content subject to copyright protection or any portion of such expressive content is not a work made for hire, Local Government hereby irrevocably assigns to the GLO ownership of all rights, title and interest in and to such expressive content or such portion of such expressive content. Such rights, title, and interest include, without limitation, the entire and exclusive copyright in the expressive content and all rights associated with the copyright, including reproduction rights, distribution rights, the right to prepare translations and other derivative works, and the right to display the expressive content in all formats and media now known or developed in the future.

- b) Local Government must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance and execute documents required to perfect the rights granted to the GLO herein, without any charge or expense beyond the stated amount payable to Local Government for the services authorized under this Contract.

VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Local Government shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor’s Office, the United States Government, and/or their authorized representatives to determine Local Government’s compliance with this Contract and all applicable laws, rules, and regulations.

7.02 INSPECTION AND AUDIT

- a) All records related to this Contract, including records of Local Government and its Subcontractors, shall be subject to the Administrative and Audit Regulations.
- b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Local Government shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Local Government and the requirement to cooperate is included in any subcontract it awards.
- c) State agencies authorized to audit and inspect Local Government, its records, subcontractors, and subcontractors’ records include the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office, the Texas Comptroller of Public Accounts, and their authorized designees.

7.03 PERIOD OF RETENTION

Each Party shall retain in its records this Contract and all documents related to this Contract. Unless a longer retention period is specified by applicable federal law or regulation, the Parties may destroy the Contract and related documents only after the seventh anniversary of the date: the Contract is completed or expires; or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Contract or related documents are resolved.

7.04 CONFIDENTIALITY

To the extent permitted by law, Local Government and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Local Government or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Local Government or the GLO; or (c) information that Local Government or the GLO is otherwise required to keep confidential by this Contract. Local Government must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

The GLO may post this Contract to the GLO’s website. Local Government understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Local Government is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Local Government believes to be excepted from disclosure as “confidential” or a “trade secret,” Local Government waives any and all claims it may make against the GLO for releasing such information without prior notice to Local Government. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Local Government shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Local Government shall forward the third party’s contact information to the above-designated e-mail address.

VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code entitled, “Self-Insurance by Governmental Units,” Local Government is self-insured and, therefore, is not required to purchase insurance to perform its obligations under this Contract.

8.02 LEGAL OBLIGATIONS

Local Government shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Local Government to provide the goods or services required by this Contract. Local Government shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Local Government shall pay any such government obligations not paid by its subcontractors during performance of this Contract. In its performance of the Contract, Local Government shall not infringe the intellectual property rights of third parties.

8.03 ASSIGNMENT AND SUBCONTRACTS

- a) Local Government shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Any purported assignment executed in violation of the foregoing is void and without effect. Notwithstanding this provision, Local Government may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Local Government shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Local Government as specified in this Contract. Nothing in this Contract shall be construed to relieve Local Government of the responsibility for ensuring that the goods delivered and/or the services rendered by Local Government and/or any of its subcontractors comply with all the terms and provisions of this Contract.
- b) Local Government will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.04 RELATIONSHIP OF THE PARTIES

Local Government is associated with the GLO only for the purposes and to the extent specified in this Contract. Local Government is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Local Government or any other Party. Local Government shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.05 COMPLIANCE WITH OTHER LAWS

In its performance of this Contract, Local Government shall comply with all applicable federal, state, county, and city laws, statutes, ordinances, and regulations. Local Government is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations.

8.06 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Contract Management Division

Local Government

Jefferson County
1149 Pearl Street
Beaumont, TX 77701
Attention: Alex Rupp

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.07 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Local Government irrevocably waives any objection, including any objection to personal jurisdiction, the laying of venue, or based on forum non conveniens, it has or may have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR THE STATE OF TEXAS.**

8.08 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.09 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall

be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Local Government.

8.10 ENTIRE CONTRACT AND AMENDMENT

This Contract, its Attachments, and any Work Order issued under this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Additional or conflicting terms in Attachments or Work Orders shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or Work Order specifically displays a mutual intent to amend part of this Contract, conflicts shall be construed consistently with the terms of this Contract. This Contract, its Attachments, and any Work Orders issued under this Contract may only be amended by a mutual, written agreement executed by authorized representatives of the Parties.

8.11 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute one and the same Contract.

8.12 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has the authority to enter into this Contract. This Contract is effective for the term specified herein. Any services Local Government performs before this Contract's effective date or after its termination or expiration are performed at Local Government's sole risk.

8.13 TAXES, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE

Local Government shall be solely liable and responsible for payment of Local Government's and Local Government's employees' taxes of whatever kind, arising out of the execution or performance of the Contract. Local Government shall comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The GLO and the State of Texas, by entering into this Contract, shall not be liable to Local Government or its officers, agents, employees, representatives, contractors, assignees, designees, or others for the payment of taxes, or the provision of unemployment insurance, workers' compensation, or any benefit available to a state employee or employee of another governmental entity.

8.14 INDEMNIFICATION

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.15 INFRINGEMENT

If Local Government becomes aware of an actual or potential claim of infringement of any United States patent, copyright, trade or service mark, or any other intellectual or intangible property right that occurs in the execution or performance of the Contract, or the GLO provides Local Government with notice of such claim, Local Government may (or in the case of an injunction against the GLO, shall), at Local Government's sole expense either: (i) procure for the GLO the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with a functionally equivalent or superior product or service so that the GLO's use is non-infringing.

8.16 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Local Government shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Local Government to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 SURVIVAL OF TERMS AND PROVISIONS

The terms and conditions of this Contract related to the following subjects shall survive the termination of this Contract: definitions; interpretation; warranties; affirmations; prohibition on debts created on behalf of the State of Texas and/or the GLO; limitation of any Local Government claim for damages to the amount of funds appropriated for payment but not yet paid to Local Government; ownership; intellectual property; books and records; inspection and audit; records retention period; confidentiality; public records; insurance; taxes; workers' compensation; unemployment insurance; Local Government's obligation to procure and maintain, at its sole expense, all government licenses, authorizations, insurance, waivers, permits, and/or qualifications necessary for Local Government or any subcontractors to provide the goods or services described in this Contract; indemnity; assignment and subcontracting; relationship of the Parties; compliance with laws; notices; governing law and venue; severability; dispute resolution; merger and integration; invoice and fee verification; property rights; default; and amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 22-039-000-D069

GENERAL LAND OFFICE

JEFFERSON COUNTY

 Mark A. Havens
 Chief Clerk/Deputy Land Commissioner

 Name: JEFF BRANECK
 Title: COUNTY JUDGE

Date of execution: _____

Date of execution: _____

OGC _____

PM _____

ADD _____

DD _____

DGC _____

GC _____

ATTEST


DATE 10-4-2022

ATTACHMENTS TO THIS CONTRACT:

ATTACHMENT A – GENERAL AFFIRMATIONS

ATTACHMENTS FOLLOW





2023 County Holidays

**January 16 (Monday)
Martin Luther King, Jr., Day**

**February 20 (Monday)
President's Day**

**April 7 (Friday)
Good Friday**

**May 29 (Monday)
Memorial Day**

**July 4 (Tuesday)
Independence Day**

**September 4 (Monday)
Labor Day**

**November 10 (Friday)
Veteran's Day**

**November 23 & 24 (Thursday & Friday)
Thanksgiving**

**December 25 & 26 (Monday & Tuesday)
Christmas**

**January 1, 2024 (Monday)
New Year's**

三

OF JEFFERSON COUNTY, TEXAS

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



§

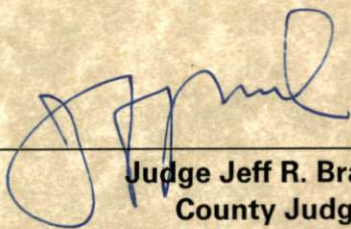
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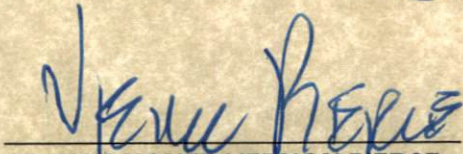
WHEREAS, the livelihood of our growing economy depends on a strong multi-modal transportation network that includes rail,

THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, does hereby petition the State Legislature during the 2023 session to address Texas’ transportation infrastructure needs with a FAIR-SHARE-FOR-RAIL kickstart appropriation to the Rail Relocation and Improvement Fund in an amount determined by the Texas Department of Transportation as sufficient to enable the State to compete for matching funds in federal rail grant programs.


SIGNED this 4 day of October, 2022.



Judge Jeff R. Branick
County Judge


COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER DARRELL BUSH
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



Terry Wuenschel
CHIEF DEPUTY

September 27, 2022

Honorable Jeff Branick
County Judge
Jefferson County
Beaumont, Texas

Dear Judge Branick:

Please place an item on the October 4, 2022 Commissioners' Court agenda to consider and possibly approve waiver of penalty and interest on this account pursuant to Sec. 33.011 of the *State Property Tax Code*.

For your information, Sec. 33.011 reads as follows: "The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the tax payer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency."

It is my opinion the account listed on **Attachment A** falls within the parameters of the code and should have penalties and interest waived as shown.

If you wish to review the back-up for the requests, contact Michelle Farnie in my office. Your approval of these requests will be appreciated.

Sincerely,

Allison Nathan Getz
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

Attachment

cc: Vernon Pierce, Comm. Pct. #1
Darrell Bush, Comm. Pct. #2
Michael Sinegal, Comm. Pct. #3
Everette D. Alfred, Comm. Pct. #4
Patrick Swain, County Auditor

agenda-waivep&i

JEFFERSON COUNTY COURTHOUSE • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
PHONE: (409) 835-8516 • FAX: (409) 835-8589

ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
BLOOD KIRK A	59.24	97.25
057800-000/022900-00000		
TOTAL	<u>59.24</u>	<u>97.25</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
057800-000/022900-00000 BLOOD KIRK R	2017	1	\$11.86	\$23.48		\$23.48
		13	\$39.88	\$78.96		\$78.96
		35	\$25.74	\$50.97		\$50.97
		45	\$8.10	\$16.04		\$16.04
		55	\$2.98	\$5.90		\$5.90
TOTAL			\$88.56	\$175.35		\$175.35
057800-000/022900-00000 BLOOD KIRK R	2018	1	\$11.86	\$21.77		\$21.77
		13	\$43.66	\$80.16		\$80.16
		35	\$25.74	\$47.26		\$47.26
		45	\$8.44	\$15.50		\$15.50
		55	\$2.99	\$5.49		\$5.49
TOTAL			\$92.69	\$170.18		\$170.18
057800-000/022900-00000 BLOOD KIRK R	2019	1	\$11.86	\$20.07		\$20.07
		13	\$37.81	\$63.97		\$63.97
		35	\$25.74	\$43.55		\$43.55
		45	\$8.27	\$13.99		\$13.99
		55	\$2.99	\$5.06		\$5.06
TOTAL			\$86.67	\$146.64		\$146.64
057800-000/022900-00000 BLOOD KIRK R	2020	1	\$11.86	\$18.36		\$18.36
		13	\$37.81	\$58.53		\$58.53
		35	\$25.74	\$39.85		\$39.85
		45	\$7.34	\$11.36		\$11.36
		55	\$2.94	\$4.55		\$4.55
TOTAL			\$85.69	\$132.65		\$132.65
057800-000/022900-00000 BLOOD KIRK R	2021	1	\$11.80	\$13.57		\$13.57
		13	\$38.25	\$43.99		\$43.99
		35	\$24.07	\$27.68		\$27.68
		45	\$6.64	\$7.64		\$7.64
		55	\$2.99	\$3.44		\$3.44
TOTAL			\$83.75	\$96.32		\$96.32
TOTAL			\$437.36	\$721.14		\$721.14

9/22/22
Application Date



04-OW-22
Permit Number

615

State Permit Number
(If Applicable)

184
Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Primoris Energy Services Corporation Phone Number: (346)352-5200

Business Address: 14455 Primoris Way, Houston, TX 77048

Local Representative: Robert Mares, rmares@prim.com, (817)526-2212

Description of Work/Type/Location: 56 miles of 36" pipeline construction between Mont Belvieu, TX and Beaumont, TX

Description of Route: Potential use of up to 43.66 combined miles of Jefferson County roads. Please see attached map

Bond Number: Federal: K41598554
Continental: 30166938

Bond Amount: \$4,366,000.00

Check Applicable Boxes: ☒ Under 100,000 Lbs. ☒ Over 100,000 Lbs. ☐ Over 200,000 Lbs.
☐ 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
☒ One (1) Year Annual Permit (\$500 Fee)

Permit Approved: ☒ Yes ☐ No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Primoris Energy Services Corporation
Business Name

14455 Primoris Way, Houston, TX 77048
Mailing Address

Patrick McRae- Vice President

Representative Name and Title

Patrick McRae 9-15-22
Representative Signature and Date

Jefferson County
Michael J. [Signature]
County Engineer

Paul [Signature]
Precinct Superintendent #1

[Signature]
Engineering Specialist

Natalie Roberts
~~PRECINCT SUPERINTENDENT #4~~
EXECUTIVE ASSISTANT



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

**AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY**

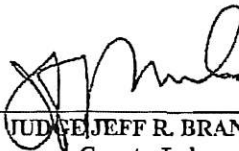
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND

WHEREAS, Primoris Energy Services Corp. (hereinafter "Company") intends to conduct New 36" pipeline construction [describe operation], (hereinafter the "Project") at a site located on See Attached Exhibit 2 & 3 county road name) located in Precinct No. _____; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Nolte Rd. (West side of Project) ;
2. County Road Beaumont Trap Site (East side of Project) ; and **See Exhibit 2 & 3** AMACO Rd.

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road See Exhibit 2 & 3 and County road See Exhibit 2 & 3 for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of October 20, 2022 to a termination date of October 20, 2023. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 4,366,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. ____ of Jefferson County, Texas before transporting any equipment on County [road name: See Exhibit 2 & 3 and County [2nd road name: See Exhibit 2 & 3] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 4 day of October, 2022



 Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 4 day of October, 2022

Attest:



 Jefferson County Clerk

Authorized Agent for _____



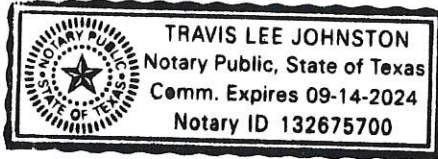
THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, Travis Johnston a notary public, do hereby certify that on this 15th day of September,
_____, personally appeared before me Patrick McRae, being by me first duly sworn,
declared that he is the Vice President of Primoris Energy Services Corp. and that he
has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 15th day of September, 2022

Patrick McRae



Travis Johnston

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 35 per hour x _____ hours = \$ _____Equipment Operator \$ 32 per hour x _____ hours = \$ _____Other \$ 26 per hour x _____ hours = \$ _____

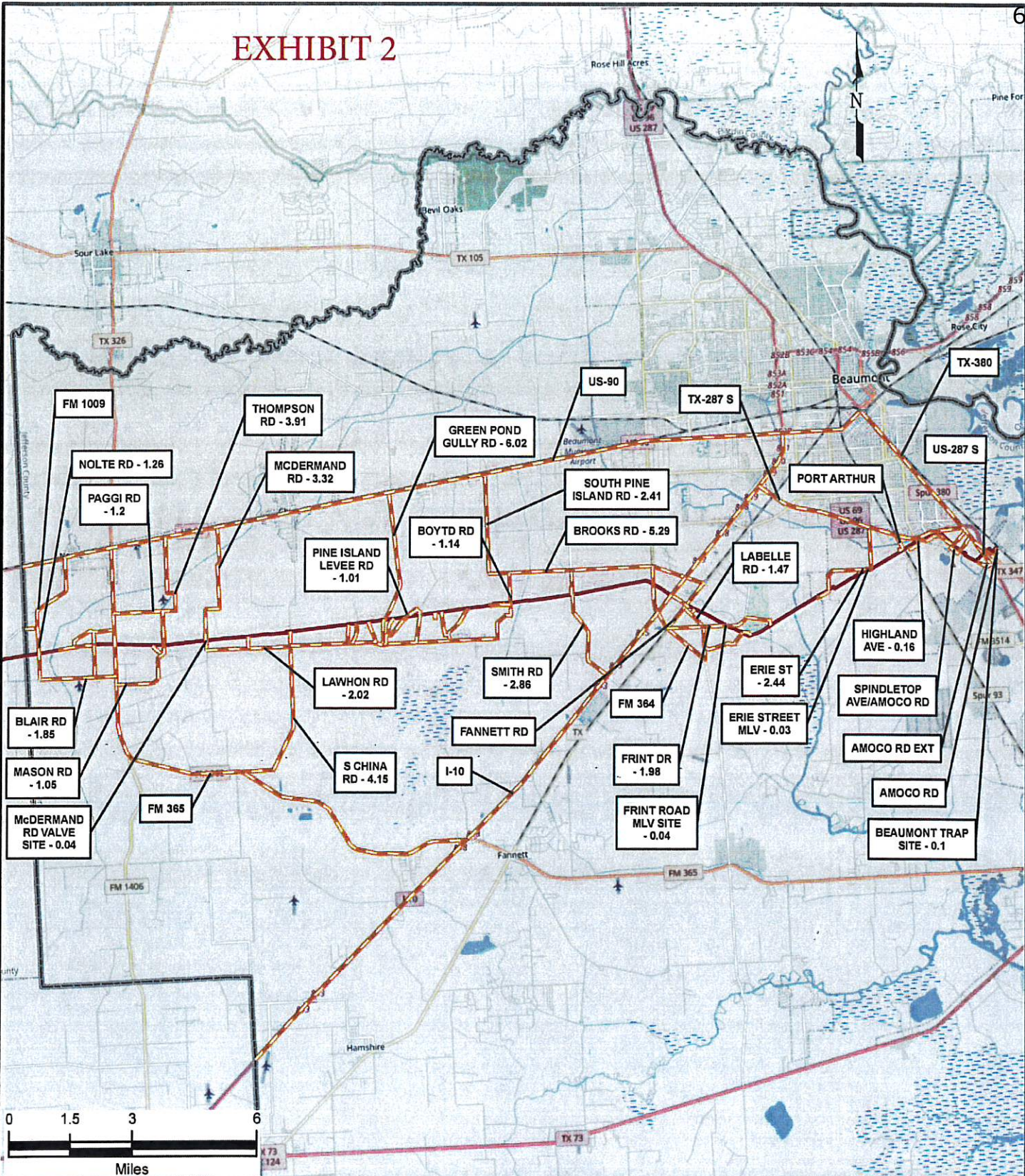
Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 80 per hour x _____ hours = \$ _____Grader \$ 80 per hour x _____ hours = \$ _____Other \$ 80 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 40.00 to \$80.00 Per Ton + \$ _____ per hour x _____ hours = \$ _____Asphalt \$ 75.00 to \$100.00 Per Ton + \$ _____ per hour x _____ hours = \$ _________ Other at \$ 100.00 Per Ton + \$ _____ per hour x _____ hours = \$ _____Total for [1st road name] \$ _____

EXHIBIT 2





LEGEND

HAUL / ACCESS ROAD

PROPOSED PIPELINE

THIS MAP IS FOR INFORMATION PURPOSES.

 Universal Pegasus INTERNATIONAL <small>Universal Design, Inc. Texas Engineering Firm License F-1942</small>				
3	ISSUE FOR INFORMATION	07/12/2022	JM	
2	ISSUE FOR INFORMATION	06/30/2022	JM	
1	ISSUE FOR INFORMATION	04/26/2022	JM	
0	ISSUE FOR INFORMATION	02/17/2022	JM	
NO	REVISION	DATE	APPR	
SCALE	DATE	DRAWN	CHECKED	APPROVED
1 IN = 3 MILES	02/17/2022	MR	JD	JM


**BEAUMONT CONNECTOR
PIPELINE PROJECT (BCPL)
JEFFERSON COUNTY HAUL ROUTES AND
ACCESS ROADS MAP**

PROJ. NO.	DRAWING NUMBER	SHEET
25298	25298-26229-507-MAP-0014	1 OF 1

Document Path: P:\25298\26229\500_ENG-DSN\507_Geomatics_DSN\MAP-Maps\25298-26229-507-MAP-0014_Rev3 Jefferson Haul Route Map.mxd

**Exxon Mobil BCPL- Jefferson County
Road Mileage**

No.	Road Name	Mileage
1.	Nolte Rd	1.26
2.	Blair Rd	1.85
3.	Mason Rd	1.05
4.	Paggi Rd	1.2
5.	Thompson Rd	3.91
6.	McDermard Rd - Valve Site	0.04
7.	McDermard Rd	3.32
8.	Lawhon Rd	2.02
9.	S China Rd	4.15
10.	Green Pond Gully Rd	6.02
11.	Pine Island Levee Rd	1.01
12.	South Pine Island Rd	2.41
13.	Boytd Rd	1.14
14.	Brooks Rd	5.29
15.	Smith Rd	2.86
16.	Labelle Rd	1.47
17.	Frint Rd.	1.98
18.	Frint Rd. - MLV	0.04
19.	Erie St.	2.44
20.	Erie St. MLV	0.03
21.	Highland Ave.	0.16
22.	Beaumont Trap - Site	0.01
	<i>AMACO RD.</i>	

Total Rd Use -		43.66
Cost per Mile	\$	100,000.00
Total Cost / Bond	\$	4,366,000.00

LICENSE AND/OR PERMIT BOND

Federal: K41598554
Bond No: Continental: 30166938

KNOW ALL MEN BY THESE PRESENTS:

That we, Primoris Energy Services Corporation, as Principal and Federal Insurance Company AND Continental Casualty Company, incorporated under the laws of the State of IN AND IL, with principal office in ***, as Surety, are held and firmly bound unto Jefferson County, Texas as Oblige, in penal sum of Four Million Three Hundred Sixty-Six Thousand and 00/100 (\$4,366,000.00) Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents. *** Whitehouse Station, NJ and Chicago, IL

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Oblige a license or permit for Road Use Agreement that covers county roads used during construction (new 36" pipeline construction at sites located on "See Attached Exhibits 2 & 3"), and the term of said license or permit is as indicated opposite the block checked below:

☒ Beginning the 20th day of October, 2022 and ending the 20th day of October, 2023

☐ Continuous, beginning the _____ day of _____

WHEREAS, The Principal is required by law to file with Jefferson County, Texas 1149 Pearl St., Beaumont, TX 77701 a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Oblige against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Oblige.

Signed, sealed and dated the 14th day of September, 2022.

Primoris Energy Services Corporation

By: 

(Principal)

Federal Insurance Company AND Continental Casualty Company

By: 

Vickie Lacy

Attorney-In-Fact

(SEAL)


Melanie Hill (Witness)

(Witness)



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Myisha Jefferson, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 21st day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 21st day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of September, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 26th day of January, 2022.

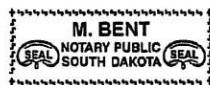


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of January, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of September, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

LICENSE AND/OR PERMIT BOND

Federal: K41598554
Bond No: Continental: 30166938

KNOW ALL MEN BY THESE PRESENTS:

That we, Primoris Energy Services Corporation, as Principal and Federal Insurance Company AND Continental Casualty Company, incorporated under the laws of the State of IN AND IL, with principal office in ***, as Surety, are held and firmly bound unto Jefferson County, Texas as Oblige, in penal sum of Four Million Three Hundred Sixty-Six Thousand and 00/100 (\$4,366,000.00) Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents. *** Whitehouse Station, NJ and Chicago, IL

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Oblige a license or permit for Road Use Agreement that covers county roads used during construction (new 36" pipeline construction at sites located on "See Attached Exhibits 2 & 3"), and the term of said license or permit is as indicated opposite the block checked below:

☒ Beginning the 20th day of October, 2022 and ending the 20th day of October, 2023

☐ Continuous, beginning the _____ day of _____

WHEREAS, The Principal is required by law to file with Jefferson County, Texas 1149 Pearl St., Beaumont, TX 77701 a bond for the above indicated term and conditioned as hereinafter set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Oblige against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be canceled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Oblige.

Signed, sealed and dated the 14th day of September, 2022.

Primoris Energy Services Corporation

By: Patrick McAl
(Principal)

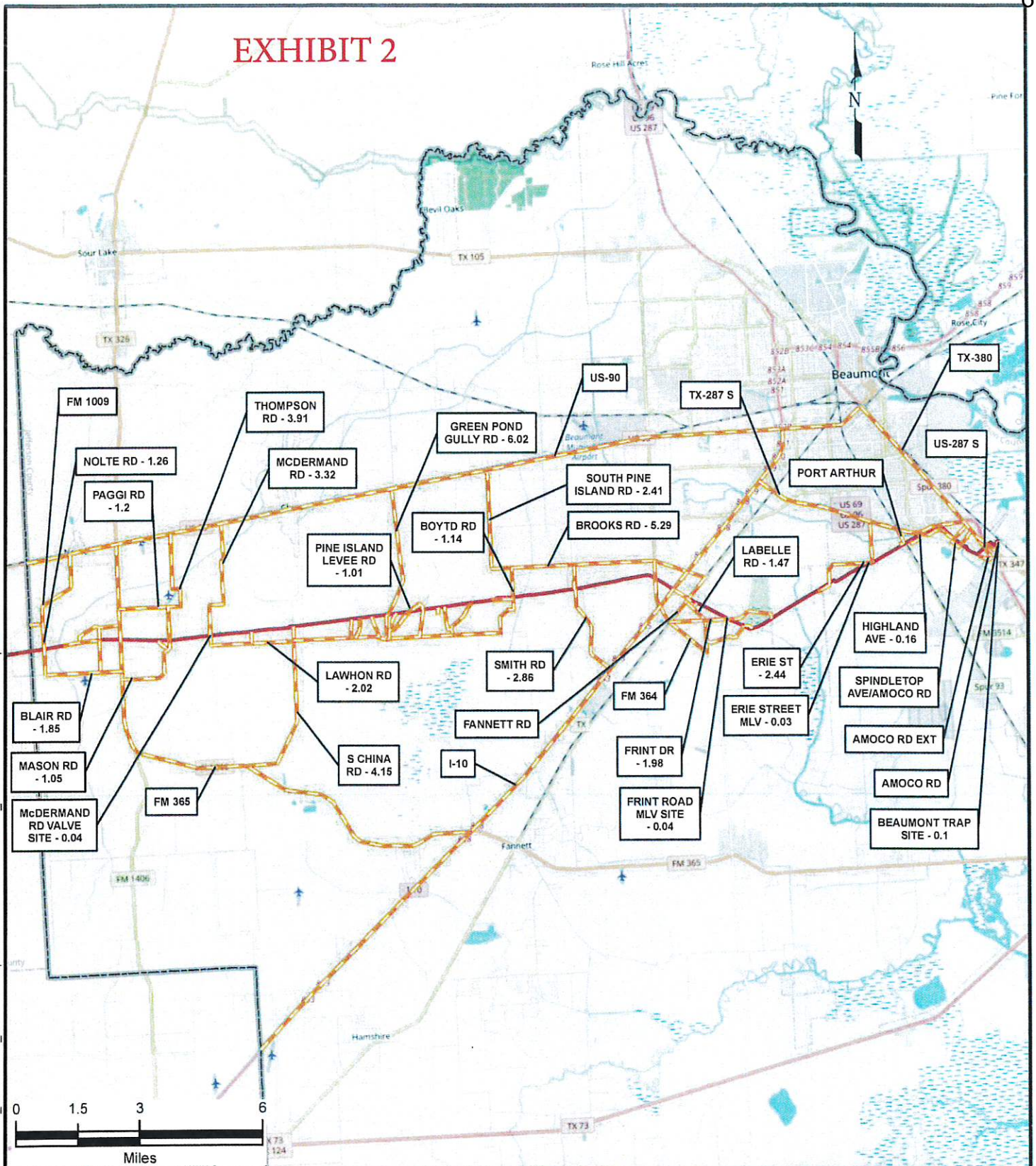
Federal Insurance Company AND Continental Casualty Company

By: Vickie Lacy (SEAL)
Vickie Lacy Attorney-In-Fact

Tina
(Witness)

Melanie Hill
Melanie Hill (Witness)

EXHIBIT 2



Document Path: P:\25298\26229\507-Map-0014_Rev3 Jefferson Haul Route Map.mxd

LEGEND

HAUL / ACCESS ROAD

PROPOSED PIPELINE

Universal Pegasus INTERNATIONAL

Universal Pegasus, Inc. Texas Engineering Firm License # P-1942

3	ISSUE FOR INFORMATION	07/12/2022	JM
2	ISSUE FOR INFORMATION	06/30/2022	JM
1	ISSUE FOR INFORMATION	04/26/2022	JM
0	ISSUE FOR INFORMATION	02/17/2022	JM

NO	REVISION	DATE	APPR				
SCALE	DATE	DRAWN	CHECKED	APPROVED	PROJ. NO.	DRAWING NUMBER	SHEET
1 IN = 3 MILES	02/17/2022	Mk	JD	JM	25298	25298-26229-507 MAP-0014	1 OF 1

ExxonMobil

BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)

JEFFERSON COUNTY HAUL ROUTES AND ACCESS ROADS MAP

THIS MAP IS FOR INFORMATION PURPOSES

EXHIBIT 3**Exxon Mobil BCPL- Jefferson County
Road Mileage**

No.	Road Name	Mileage
1.	Nolte Rd	1.26
2.	Blair Rd	1.85
3.	Mason Rd	1.05
4.	Paggi Rd	1.2
5.	Thompson Rd	3.91
6.	McDermand Rd - Valve Site	0.04
7.	McDermand Rd	3.32
8.	Lawhon Rd	2.02
9.	S China Rd	4.15
10.	Green Pond Gully Rd	6.02
11.	Pine Island Levee Rd	1.01
12.	South Pine Island Rd	2.41
13.	Boytd Rd	1.14
14.	Brooks Rd	5.29
15.	Smith Rd	2.86
16.	Labelle Rd	1.47
17.	Frint Rd.	1.98
18.	Frint Rd. - MLV	0.04
19.	Erie St.	2.44
20.	Erie St. MLV	0.03
21.	Highland Ave.	0.16
22.	Beaumont Trap - Site	0.01
	<i>AMACO RD.</i>	

Total Rd Use -		43.66
Cost per Mile	\$	100,000.00
Total Cost / Bond	\$	4,366,000.00



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Myisha Jefferson, Ashley Koletar, Vickie Lacy, Heather Noles, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 21st day of January, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 21st day of January, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th day of September, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493

Fax (908) 903- 3656

e-mail: surety@chubb.com

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Heather Noles, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 26th day of January, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of January, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of September, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson

D. Johnson

Assistant Secretary

Form F6853-4/2012



PLAN CUSTOMIZER SUMMARY FOR PLAN YEAR 2023

Jefferson County

631

CURRENT PLAN AND PROPOSED PLAN(S)

	Current Plan	2%
Basic Plan Options		
Employee Deposit Rate	7.00%	7.00%
Employer Matching	200%	200%
Application of Matching	Past & Future	Past & Future
Prior Service Credit	135%	135%
Retirement Eligibility		
Age 60 (Vesting)	8 yrs of service	8 yrs of service
Rule Of	75 yrs total age + service	75 yrs total age + service
At Any Age	30 yrs of service	30 yrs of service
Optional Benefits		
Partial Lump-Sum Payment at Retirement	No	No
Group Term Life	NONE	NONE
COLA	N/A	2% FLAT
Retirement Plan Funding		
Normal Cost Rate	8.08%	8.08%
UAAL/(OAAL) Rate	11.37%	12.23%
Required Rate	19.45%	20.31%
Elected Rate	0.00%	0.00%
Additional Employer Contribution	\$0.00	\$0.00
Total Contribution Rate		
Retirement Plan Rate	19.45%	20.31%
Group Term Life Rate	0.00%	0.00%
Total Contribution Rate	19.45%	20.31%
Valuation Results		
Actuarial Accrued Liability	\$594,986,635	\$601,353,077
Actuarial Value of Assets	\$508,529,493	\$508,529,493
Unfunded/(Overfunded) Actuarial Liability	\$86,457,142	\$92,823,584
Funded Ratio	85.5%	84.6%



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 4 day of October, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

WHEREAS, *Ted W. Lalonde*, has devoted 11 years and 6 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Ted W. Lalonde*, has dedicated his talents and services as a Maintenance Worker in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, *Ted W. Lalonde*, has pledged his services as a Maintenance Worker, working in the facility at the Jefferson County Correctional Facility, which includes following repairing breakdowns in the facility and keeping facility in good working condition, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Ted W. Lalonde*, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, *Ted W. Lalonde*, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend *Ted W. Lalonde*, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 4 day of October, 2022.

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PRICE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

BAK Global LLC

Company Name

5719 Peacock St

Address

Houston

TX

77033

City

State

Zip



Signature of Person Authorized to Sign

For clarification of this offer, contact:

Rosalynn Rice-Bakayoko, President

Name & Title

832-654-2991

Phone

Fax

rose@pledgeews.com

E-mail

Rice-Bakayoko, Rosalynn

Printed Name

President

Title

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 22-046/MR, Term Contract for Biomedical Waste Container Service 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

OCTOBER 4, 2022
 Date

ATTEST:


 Laurie Leister
 Jefferson County Clerk



**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

BFI Waste Services of Texas, LP dba Republic Services of
Beaumont

Company Name

6425 SH 347

Address

Beaumont, TX 77705

City State Zip



Signature of Person Authorized to Sign

Bill Voigtman

Printed Name

Division General Manager

Title

For clarification of this offer, contact:

Bill Voigtman, Division General Manager

Name & Title

409-721-2231

Phone

Fax

bvoigtman@republicservices.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 Biomedical Waste Container Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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COUNTERSIGNED:



Jeff R. Branick
Jefferson County Judge

October 4, 2022

Date

ATTEST:



Laurie Leister
Jefferson County Clerk

