

*Notice of Meeting and Agenda*  
*October 11, 2022*

**Regular, 10/11/2022 10:30:00 AM**

BE IT REMEMBERED that on October 11, 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 (ABSENT)

Chief Donta Miller

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 11, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **11th** 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 **Regular** 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:

**9:45 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with out attorney regarding pending or anticipated litigation.**

**10:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the**

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**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](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

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

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

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

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

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

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**PURCHASING:**

- (a).Receive and file bids for Invitation for Bid (IFB 22-052/MR) Term Contract for Dust Suppressant for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 83

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (b).Execute, receive and file contract for Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at Jack Brooks Regional Airport to Brizo Construction, LLC. for a total contract amount of \$6,468,928.10; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project was awarded to Brizo Construction, LLC. on August 23, 2022. This project is 90% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #39 and #40.

SEE ATTACHMENTS ON PAGES 84 - 506

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (c).Consider and approve award, execute, receive and file contract for (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 507 - 868

**Action: TABLED**

- (d).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statements of Qualifications (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

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- (e).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (f).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statements of Qualifications (RFQ 22-050/MR) Structural Integrity and Independent Inspection Services for Flood Mitigation Home Elevation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (g).Consider and approve award, and execute, receive and file Acceptance of Offer for (IFB 22-052/MR) Term Contract for Dust Suppressant for Jefferson County with Base-Seal International, Inc. as shown in attachment.

SEE ATTACHMENTS ON PAGES 869 - 870

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (h).Execute, receive and file renewal for (IFB 21-046/YS), Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms for a first one (1) year renewal with TND Workwear Co. LLC, Burgoon Company and Galls LLC from October 4, 2022 to October 3, 2023: with price increases due to CPI and manufacturer price increases as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 871 - 896

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

- (i). Consider and approve, execute, receive and file renewal for (IFB 11-054/JW) Term Contract for Snack and Drink Vending Machines for Jefferson County for a third one (1) year renewal with John Pauls' Food Service, LLC from November 23, 2022 to November 22, 2023 with price changes as shown in attachment.

SEE ATTACHMENTS ON PAGES 897 - 898

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

- (j). Consider and approve, execute, receive and file renewal for (IFB 19-056/YS) Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County for a third one (1) year renewal with Gulf Coast, a CRH Company from November 15, 2022 to November 14, 2023. There will be no renewal on item B4 with Knife River due to increased fuel prices and supply chain restraints.

SEE ATTACHMENTS ON PAGES 899 - 902

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

- (k). Consider and possibly approve Task Order #5 for (RFP 21-024/YS), FEMA Grant Management and Insurance Advisory Services for Jefferson County with Tidal Basin Government Consulting, LLC. in respond to 2022 Flood Mitigation Assistance (FMA) for Grant Administration advice to develop a fifty (50) home elevation project in Jefferson County for an amount not to exceed \$60,035.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 903 - 904

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

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- (l). Consider and approve a discretionary exemption as authorized by Local Government Code 262.024 (a)(2) an item necessary to preserve or protect the public health or safety of the residents of the county, to Ducks Unlimited for the removal of the existing ,outdated, dilapidated saltwater barrier/pier type structure in the Keith Lake Fish Pass Cut for a lump sum of \$178,000.00; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Funding will come from American Rescue Plan.

SEE ATTACHMENTS ON PAGES 905 - 919

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (m). Consider and approve removal from the Correctional Facility inventory of a 2010 Ford F-150 Truck VIN 1FTMF1CW0AKE39548, destroyed as a burned vehicle.

SEE ATTACHMENTS ON PAGES 920 - 922

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

- (n). Consider an approve disposal of scrap vehicles. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County. The 2019 Ford Explorer VIN 1FM5K8AR1KGB55089 was approved for removal from inventory in Commissioners' Court on January 5, 2021. The 2014 Chevrolet Tahoe VIN 1GNLC2E07ER209576 was approved for removal from inventory in Commissioners' Court on August 23, 2022.

SEE ATTACHMENTS ON PAGES 923 - 927

**Motion by: Bush**

**Second by: Pierce**

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

**Action: APPROVED**

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

SEE ATTACHMENTS ON PAGES 928 - 931

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

**ADDENDUMS:**

- (p).Execute, receive and file 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 respond 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 932 - 934

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

**COUNTY AUDITOR:**

- (a).Consider, possibly approve and accept a donation from Air Products Inc. for the Jefferson County Precinct #4 “Summer Read and Feed” Program in the amount not to exceed \$10,000 annually .

SEE ATTACHMENTS ON PAGES 935 - 935

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

- (b).Receive and file 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 10/01/22 to 09/30/2023.

SEE ATTACHMENTS ON PAGES 936 - 945

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

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- (c).Receive and file public defender contract agreements for the Criminal District Court with Langston Adams, John D. West and Donald Duesler all effective 10/01/22.

SEE ATTACHMENTS ON PAGES 946 - 960

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

- (d).Receive and file public defender contract agreement for the 252nd District Court with Marvin Lewis, Jr. effective 10/01/22.

SEE ATTACHMENTS ON PAGES 961 - 965

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

- (e).Receive ad file public defender contract agreement for the Criminal District Court and the 252nd District Court with Jason Nicks effective 10/01/22.

SEE ATTACHMENTS ON PAGES 966 - 970

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

- (f).Consider, approve and authorize the acceptance of Jefferson County's allocation of funding from the Local Assistance and Tribal Consistency Fund (LATCF) with the US Department of the Treasury.

SEE ATTACHMENTS ON PAGES 971 - 981

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

- (g).Regular County Bills – check #499571 through check #499798.

SEE ATTACHMENTS ON PAGES 982 - 989

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

**ADDENDUMS:**

- (h). Consider and approve FY 2022 budget amendment - Service Center - additional cost for repairs to wrecked vehicle.

SEE ATTACHMENTS ON PAGES 990 - 992

120-8095-417-4008	AUTOMOBILES AND TRUCKS	\$5,000.00	
120-1024-419-5035	APPRAISAL		\$5,000.00

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

- (i). Consider and approve public defender contract agreement for the Criminal District Court with Kevin Sekaly Mantellini effective 10/1/2022.

SEE ATTACHMENTS ON PAGES 993 - 997

**Motion by: Sinegal**  
**Second by: Pierce**  
**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 Kevin Laine effective 10/1/2022.

SEE ATTACHMENTS ON PAGES 998 - 1002

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

- (k). Consider and approve public defender contract agreement for the 252nd District Court with Allen Parker and Charles Rojas effective 10/1/2022.

SEE ATTACHMENTS ON PAGES 1003 - 1012

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

- (l). Consider and approve Amendment Number 3 to Contract CA-0000997 with the Texas Parks and Wildlife Department for the project “Mesquite Point Public Boat Ramp”. Amendment updates the additional funding from Chenier Energy related to this contract.

SEE ATTACHMENTS ON PAGES 1013 - 1015

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

**COUNTY COMMISSIONERS:**

- (a). Consider and possibly approve a Resolution Honoring Carter Smith, Director of Texas Parks and Wildlife Department.

SEE ATTACHMENTS ON PAGES 1016 - 1016

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

- (b). Consider and possibly approve a Proclamation for Texas Extension Education Association Week in Jefferson County.

SEE ATTACHMENTS ON PAGES 1017 - 1017

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

- (c). Consider, possibly approve and authorize the County Judge to execute the 2022 Amended Agreement between Jefferson County and Tim Richardson for professional services seeking BP Deepwater Horizon (DWH) funding.

SEE ATTACHMENTS ON PAGES 1018 - 1025

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

## **ADDENDUMS:**

- (d). Consider, possibly approve and authorize the County Judge to execute Agreement between Jefferson County Commissioners Court and Lamar University for the Lamar University Media Alliance (LUMA) SETCAST regarding broadcasting Commissioners Court meetings.

SEE ATTACHMENTS ON PAGES 1026 - 1027

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

## **ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve a Final Plat of Doguet's Diamond D Ranch Phase 3C. Being a 0.134 Acre Subdivision out of the James Gerish, Sr. League, Abstract 24, Jefferson County, Texas. This plat is located off of Diamond D Drive and Master Plan Drive in Precinct #1 and is in the City of Beaumont ETJ. This plat has been reviewed and approved by Jefferson County Engineering and by the City of Beaumont Planning and Zoning.

SEE ATTACHMENTS ON PAGES 1028 - 1029

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

- (b). Consider and possibly approve a Final Plat of Hardin Ranch, a 16.00-acre tract out of the Emery Rains Survey, Abstract 44, Jefferson County, Texas. It is located off of Gentry Road in Precinct #1. This plat is within the City of Beaumont ETJ. This plat has been reviewed and approved by Jefferson County Engineering and by the City of Beaumont Planning and Zoning. and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 1030 - 1031

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

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**HUMAN RESOURCES:**

**ADDENDUMS:**

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

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

**VISITORS CENTER:**

- (a). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for the Fall 2022 grants.

SEE ATTACHMENTS ON PAGES 1032 - 1034

**Motion by: Alfred**

**Second by: Sinegal**

**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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**Regular, October 13, 2022**

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 13, 2022.



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

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

September 6, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 22-052/MR) **Term Contract for Dust Suppressant for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Dust Suppressant for Jefferson County  
**BID NUMBER:** IFB 22-052/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 5, 2022  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [dclark@co.jefferson.tx.us](mailto:dclark@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.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, 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:  
 September 7<sup>th</sup> & September 14<sup>th</sup>, 2022  
 Examiner: September 15, 2022

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**BID SUBMISSIONS:**

**One (1) Original and three (3) 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 complete 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 award based upon individual line items, sections or total bid.

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

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

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

#### **1.21 PUBLIC BID OPENING.**

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

## **2. PERFORMANCE.**

### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

### **2.2 AGE AND MANUFACTURE.**

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

### **2.3 DELIVERY LOCATION.**

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

### **2.4 DELIVERY SCHEDULE.**

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

### **2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

### **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

#### **4.3 PRICE RE-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 INTEREST BY PUBLIC OFFICIALS.**

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

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

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

**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.

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

**4.9 WARRANTY.**

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

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

#### **7. AWARD.**

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

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

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

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

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

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

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

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

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

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

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

(REVISED JUNE 2022)

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

(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:

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

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

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

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

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

**DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

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

**1. Minimum wages.**

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(i)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(i)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. **Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a

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

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

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**5. Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Breach.**

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

**10. Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**11. Certification of eligibility.**

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **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." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

## (b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

## (d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) if the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and

affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration

for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the *agency* deems it appropriate) when the subject invention is

assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Base-Seal International, Inc.

9107 Hudson Court

Houston, TX 77024-7236

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION** *Contractor must complete enclosed certification*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) *Contractor must complete enclosed certification*

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

**PROCUREMENT OF RECOVERED MATERIALS**

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.  
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

#### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client 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.

#### **CHANGES**

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

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

#### **DHS SEAL, LOGO, AND FLAGS**

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

#### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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 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**

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.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

**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:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor Base-Seal International, Inc. 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.

*Carol Bowers*

Signature of Contractor's Authorized Official

Carol Bowers, President

Name and Title of Contractor's Authorized Official

October 3, 2022

Date

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

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

The Contractor Base-Seal International, Inc. 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.

*Carol Bowers*

Signature of Contractor's Authorized Official

Carol Bowers, President

Name and Title of Contractor's Authorized Official

October 3, 2022

Date

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. 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:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's 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.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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

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

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

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

*Carol Bowers*

Signature of Contractor's Authorized Official

Carol Bowers, President

Name and Title of Contractor's Authorized Official

October 3, 2022

Date

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

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

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, 1<sup>st</sup> 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, October 5, 2022**

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

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

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

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

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

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

**COURTHOUSE SECURITY:** All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (2022):**

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

**Submissions During Time of Inclement Weather, Disaster, or Emergency:**

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

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

2. Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves**, Assistant Purchasing Agent at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us). If no response in 72 hours, contact **Deborah Clark**, Purchasing Agent at: [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us).

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 23, 2022.

**4. VENDOR REGISTRATION (System for Award Management).**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.**



Search

All Words

e.g. 1606N020Q02

Search Results

Saved Searches

Select Domain  
Entity Information



All Entity Information

Entities

Disaster Response Registry

Exclusions

Filter By



Sort by

Relevance

Showing 1 - 1 of 1 results

**BASE-SEAL INTERNATIONAL INC** Active Registration

Unique Entity ID  
KH72TSJ6BBN5

CAGE Code  
6YPQ9

Physical Address  
9107 HUDSON CT,  
HOUSTON, TX 77024 USA

Entity

Expiration Date  
Jul 17, 2023

Purpose of Registration  
All Awards

Results per page

**5. 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 35**.

FORM 1295 Implementation Background:

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

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

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

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

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

**FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

**A completed Form 1295 is not required for:**

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

**SAMPLE COMPLETED 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.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>**YOUR FIRM NAME HERE**</b>			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed <b>**JEFFERSON COUNTY, TEXAS**</b>			
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. <b>**BID/CONTRACT/PO NUMBER GOES HERE**</b>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
<b>**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**</b>			
5 Check only if there is no interested Party. <input type="checkbox"/> <b>**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</b>			
6 UNSWORN DECLARATION <b>Vendor is to complete as Unsworn Declaration</b> 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 on _____ County, State of _____ on the _____ day of _____, 20____ <span style="float: right;">(month) (year)</span> <div style="text-align: right; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-940887

Date Filed:  
10/04/2022

Date Acknowledged:

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

Base-Seal International, Inc.  
Houston, TX United States

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

Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 22-052/MR  
Dust Suppressant and Fog Sealant for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Bowers, Danny	Houston, TX United States	X	
Bowers, Carol	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Carol Bowers and my date of birth is 12/25/1959

My address is 9107 Hudson Court Houston TX 77024 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 4th day of October, 20 22.  
(month) (year)

Carol Bowers  
Signature of authorized agent of contracting business entity  
(Declarant)

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

**6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

**Property Insurance (policy below that is applicable to this project):**

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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



## BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 22-052/MR) Term Contract for Dust Suppressant for Jefferson County

**Bidder's Company/Business Name:** Base-Seal International, Inc.

**Bidder's TAX ID Number:** 45-4024179

**If Applicable:** HUB Vendor No. N/A DBE Vendor No. N/A

**Contact Person:** Carol Bowers Title: President

**Phone Number (with area code):** 281-497-7743

**Alternate Phone Number if available (with area code):** 713-256-4080

**Fax Number (with area code):** N/A

**Email Address:** base-seal@att.net

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

9107 Hudson Court

Address

Houston, TX 77024-7236

City, State, Zip Code

**REQUIRED FORM**

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

## **SECTION 4: MINIMUM SPECIFICATIONS**

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-052/MR.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for Dust Suppressant. Vendor shall provide Dust Suppressant for Jefferson County subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award with an additional four (1) year optional renewals for a term of up to 5 years.

Prices shall be F.O.B. delivered to various locations in Jefferson County with delivery prepaid and allowed. Bidder bears freight charges. All prices must be written in ink or typewritten.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

For fiscal year 2020-2021, 1,760 gallons were purchased. No promise is made or implied that these quantities will be purchased. Quantities purchased may be affected by weather conditions or available funds. Orders will be released to successful bidder as required. Minimum orders are not acceptable.

### **CONTRACT:**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### **GENERAL:**

It is the intent of the following minimum specifications to describe Dust Suppressant for Jefferson County and establish an annual fixed price contract for the purchase of these items on an "as-needed basis." Brand names, where used, are for descriptive purposes. Bidder shall assume specifications to read "or approved equal or better." Alternate brands bid shall be named in the submitted bid. Jefferson County retains sole discretion in determining whether item(s) bid will be considered "equal" or "better".

The item bid shall be dust suppressant sealant that can be used for dust suppression, as a fog sealant and for dust control and erosion control for roads, parking lots, and soil surfaces. The dust suppressant shall penetrate and create a hard, resilient surface by cementing loose material into a tight bond. The dust suppressant shall be environmentally safe, dry clear and result in a powerful, flexible seal with superior bonding and lasting strength.

### **TERMS:**

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. The County reserves the right to reject any price increase and/or to terminate the contract.

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

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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): N/A, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

<p><u>Base-Seal International, Inc.</u> Company Name</p> <p><u>9107 Hudson Court</u> Address</p> <p><u>Houston, TX 77024-7236</u> City                      State                      Zip</p> <p><u><i>Carol Bowers</i></u> Signature of Person Authorized to Sign</p> <p><u>Carol Bowers</u> Printed Name</p> <p><u>President</u> Title</p>	<p><b>For clarification of this offer, contact:</b></p> <p><u>Carol Bowers, President</u> Name &amp; Title</p> <p><u>281-497-7743</u>                      <u>N/A</u> Phone                                      Fax</p> <p><u>base-seal@att.net</u> E-mail</p>
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**REQUIRED FORM**  
**Bidder: Please complete this form  
and include with bid submission.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Taxiway A Rehabilitation at the Jack Brooks Regional Airport

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

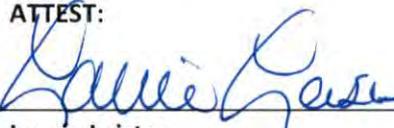
This contract shall henceforth be referred to as **Contract No. 22-011/JW, Taxiway A Rehabilitation at the Jack Brooks Regional Airport**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

  
\_\_\_\_\_  
Jeff R. Branick  
Jefferson County Judge

October 11, 2022  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Laurie Leister  
Interim Jefferson County Clerk



**BID FORM**

Description	Amount per gallon
Price per gallon in <u>55</u> gallon drums (complete drum capacity) Dilution Rate: <u>10 Gallons of Water to 1 Gallon of Product</u>	\$ <u>18.00</u>
	<p align="center"><b>Coverage Rate Square Yard per gallon</b></p>
Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	<p align="center">25.6 sq. yd. per gallon</p>
<p align="right"><b>TOTAL</b></p>	<p align="center"><b>\$990 per 55 gal drum.</b></p>

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 N/A Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

**REQUIRED FORM**

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

## Bid Questionnaire

**Instructions: Complete this questionnaire as it applies to your bid, and include with your bid submission.**

	Yes	No
Viscosity 50 – 500 cps at 22° C	Y	
Relative Density: 1.01-1.15	Y	
Flashpoint: Emulsion, >210° F	Y	
PH 4.0-9.5	Y	
<b>Materials must be:</b>		
Acrylic and Vinyl Acetate Polymer WT% 5-50%	Y	
Water WT% 95-50%	Y	
Soluble in Water	Y	
Non-Hazardous	Y	
Environmentally Safe	Y	
Non-Flammable	Y	
Guarantee: Standard Manufacturer's guarantee shall be provided	Y	
<b>Training:</b>		
Successful bidder shall furnish a qualified representative to be on job site if needed or requested during application of materials to offer advice, instructions, and application rates to achieve maximum desired results for a minimum total of four (4) hours at no additional cost to the County.	Y	
<b>Delivery Report:</b>		
Successful bidder shall furnish the purchaser, at the time of delivery, two (2) copies of a <b>delivery report</b> , which shall contain the gallons of material delivered, and the specific gravity and temperature of the material at time of packaging.	Y	
<b>Certifications and Additional Information:</b>		

	Yes	No
<b>Bid must include Engineer's (P.E.) certified test results from an independent testing laboratory approved by the Texas State Highway Department of Texas Test Method: TEX-117-E, Part II. (Label "Attachment A" and return with bid blank.)</b>		N

### Bid Questionnaire (Continued)

	Yes	No
<b>Certifications and Additional Information:</b>		
<b>Bid must include certified test results based on at least a six-month study of the sealant performance of bidder's product by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Method: Triaxial Test – S.D.H.P.T. (TEX-217-E; Moisture/Density Relationship – ASTM D-698; Atterberg Limits – ASTM D-4318; Total Moisture Content – ASTM D-2216 and ASTM-D1148. (Label "Attachment B" and return with bid blank.)</b>		N
<b>Bid must include certified test results based on at least an eighteen (18) month study of the sealant performance of bidder's product performed by an Independent Engineer (P.E.) using approved Texas Department of Highways Test Methods: ASTM-698; ASTM D-4318; ASTM D-422-D1140, TEX-107E, and ASTM D-2487, approving bidder's product for treatment and stabilization of new construction, reconstruction under concrete pavement, asphaltic pavement of surface seal coating. (Label "Attachment C" and return with bid blank.)</b>		N
<b>Bid must include certification from independent laboratory testing, certifying product to be less corrosive than tap water. (Label "Attachment D" and return with bid blank.)</b>		N
<b>Compound must be manufactured with virgin raw materials, and contain no recycled and no by-products. Bid must include manufacturer's certifications that the sealant contains none of the hazardous chemicals listed in EPA Fed Req 40. (Label "Attachment E" and return with bid blank.)</b>	Y	
<b>Compound must be environmentally safe and not require any hazardous warning labels from NISH or the Department of Transportation.</b>	Y	
<b>Does the product being bid contain acids or explosive materials?</b>		N
<b>Is the container for the product being bid subject to any EPA or Texas Department of Transportation requirements for transportation, storage, or disposal of its containers?</b>	Y	
<b>Bid must include test results from an independent engineer (P.E.), certifying the product reduced the plasticity index of the soil. (Label "Attachment F" and return with bid blank.)</b>		N

Bidder shall supply copies of all labels that will be placed on containers. (Label "Attachment G" and return with bid blank.	Y	
Bidder shall state current gross annual revenue	\$ 570,000	

### VENDOR REFERENCES FORM

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

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

#### REFERENCE ONE

Government/Company Name: Jefferson County R&B Pct 4 Service Center

Address: 7780 Boyt Road, Beaumont, TX 77713

Contact Person and Title: Kenneth Minkins, Superintendent

Phone: (409) 434-5400 Fax: N/A

Email Address: kminkins@co.jefferson.tx.us Contract Period: 10/1/21 to 9/30/22

Scope of Work: Fog-Sealing for Road Projects

#### REFERENCE TWO

Government/Company Name: Jefferson County R&B Pct 2 Service Center

Address: 7759 Viterbo Road, Beaumont, TX 77705

Contact Person and Title: Mike Trahan, Superintendent

Phone: (409) 727-2173 Fax: N/A

Email Address: mtrahan@co.jefferson.tx.us Contract Period: 10/1/21 to 9/30/22

Scope of Work: Dust Suppression for Road Projects

#### REFERENCE THREE

Government/Company Name: Pre-Amco Construction, LLC

Address: 11211 Sharpview Drive, Houston, TX 77072

Contact Person and Title: Luis Martin, Asst. Manager

Phone: (832) 322-6321 Fax: N/A  
 Email Address: luis.martin@pre-amco.com Contract Period: N/A  
 Scope of Work: Fog-Sealing of 2-Acre Parking Lot Project, Irving, TX

**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.

Base-Seal International, Inc.  
 Bidder (Entity Name)  
9107 Hudson Court  
 Street & Mailing Address  
Houston, TX 77024-7236  
 City, State & Zip  
281-497-7743  
 Telephone Number  
base-seal@att.net  
 E-mail Address

*Carol Bowers*  
 Signature  
Carol Bowers  
 Print Name  
October 3, 2022  
 Date Signed  
N/A  
 Fax Number

**REQUIRED FORM**

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

### CERTIFICATION REGARDING LOBBYING

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

*Carol Bowers*

Signature of Contractor's Authorized Official

Carol Bowers, President

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

Date  
October 3, 2022

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

**N/A**  
For Base-Seal Int'l, Inc.

**CONFLICT OF INTEREST QUESTIONNAIRE**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b>      <b>N/A</b>      <b>FORM CIQ</b></p> <p>For vendor doing business with local governmental entity</p>	
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<p style="text-align: center;"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 24pt;">N/A</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate)</small></p> <p style="font-size: 24pt;">N/A</p>	
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 24pt;">N/A</p> <p style="text-align: center;">Name of Officer _____</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>B</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>C</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>D</b> Describe each employment or business and family relationship with the local government officer named in this section</p>	
<p><b>4</b></p> <p style="text-align: center;">             _____              Signature of vendor doing business with the governmental entity         </p> <p style="text-align: center;">             _____              Date         </p>	

(IFB 22

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

**N/A**  
 for Base-Seal Int'l, Inc.

**LOCAL GOVERNMENT OFFICER  
 CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER                  CONFLICTS DISCLOSURE STATEMENT</b>		<b>N/A</b>	<b>FORM CIS</b>
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.		<b>OFFICE USE ONLY</b>	
1 Name of Local Government Officer  <div style="text-align: center; font-size: 1.2em;">N/A</div>	Date Received		
2 Office Held	(Empty field)		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code			
4 Description of the nature and extent of employment or other business relationship with vendor named in item 3			
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).  Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____  (attach additional forms as necessary)			
6 <b>AFFIDAVIT</b>  I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.			
_____ Signature of Local Government Officer			
AFFIX NOTARY STAMP SEAL ABOVE  Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath			

(IFB :

THIS FORM IS FOR OFFICE USE ONLY

N/A for Base-Seal Int'l, Inc.

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No N/A

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

N/A Did the Prime Contractor/Consultant . . . ?

- 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

Printed Name of Authorized Representative Signature
Title Date



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

**REQUIRED FORM**

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

**N/A**

for Base-Seal Int'l, Inc.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

**N/A**  
for Base-Seal Int'l, Inc.

PAGE 1 OF 4

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No **N/A**

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

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

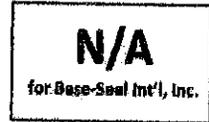
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM



PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity):

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

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

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

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



HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

N/A for Base-Seal Int'l, Inc.

PAGE 4 OF 4

Subcontractor Name: N/A
Address:
Contact person:
Phone (with area code):
Proposed Subcontract Amount: \$
Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

Subcontractor Name:
Address:
Contact person:
Phone (with area code):
Proposed Subcontract Amount: \$
Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

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

Name (print or type):
Title:
Signature:
Date:
E-mail address:

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

Name (print or type):
Title:
Date:
E-mail address:

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

### RESIDENCE CERTIFICATION/TAX FORM

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

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

- I certify that Base-Seal International, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	45-4024179
Company Name submitting bid/proposal:	Base-Seal International, Inc.
Mailing address:	9107 Hudson Court, Houston, TX 77024-7236
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	N/A

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

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

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Carol Bowers

Signature of Company Representative

October 3, 2022

Date

On this 4th day of October, 2022, personally appeared

Carol Bowers

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

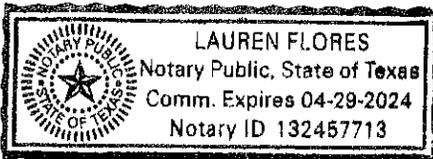
Notary Seal

Lauren Flores

Notary Signature

10/4/2022

Date



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



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 Harris

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

on this day personally appeared Carol Bowers, who  
(name)

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

"I, Carol Bowers am a duly authorized officer of/agent  
(name)  
for Base-Seal International, Inc. and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Base-Seal International, Inc.  
(name of firm)

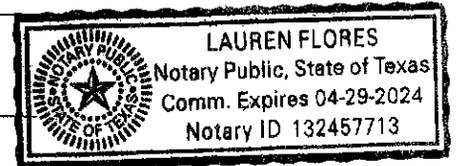
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly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

Name and address of Bidder: Base-Seal International, Inc.  
9107 Hudson Court, Houston, TX 77024-7236

Fax: N/A Telephone# 281-497-7743

by: Carol Bowers Title: President  
(print name)

Signature: Carol Bowers



SUBSCRIBED AND SWORN to before me by the above-named  
Carol Bowers on

this the 4th day of October  
Lauren Flores  
Notary Public in and for  
the State of TX

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

Your Formula  
for Economic  
and Efficient  
Road Building



Non-Toxic  
Non-Corrosive  
Non-Flammable  
Non-Allergenic

Email: Baseseal@Juno.com

BASE - SEAL INTERNATIONAL INC.  
15822 RIVER ROADS DRIVE  
HOUSTON, TEXAS 77079

TEL (281) 497-7743 - FAX (281) 497-1345

# CERTIFICATION

December 10, 1997

Ref: Code of Federal Regulations, Protection of Environment,  
Section 40, Parts 400 to 424.

This is to certify none of the chemicals listed in the above referenced  
publication are used in the manufacturing of Base-Seal soil stabilizer  
or Top-Shield soil sealant and erosion control.

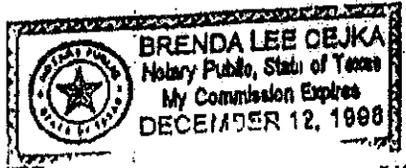
Ref: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,  
T.S.C.A. INVENTORY.

This is to certify the ingredients used in the manufacture of Base-Seal  
soil stabilizer and Top-Shield soil sealant and erosion control are  
listed in the above EPA, TSCA INVENTORY

*James L. Williams*  
James L. Williams  
Base-Seal International, Inc.

Personally appeared before me James L. Williams being duly sworn,  
subscribed and set his hand and seal on this the 13<sup>th</sup> day of  
December, 1997

*Brenda Cepko*  
Notary Public in and for Houston, County,  
State of Texas, United States of America



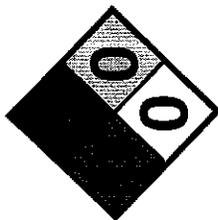
Visit our web site at [www.baseseal.com](http://www.baseseal.com)

# TOP-SHIELD™ (TS-100) Concentrate

Dust Suppressant; Dust Control; Fog Sealant; Erosion Control

Net Volume:

NON-HAZARDOUS  
NOT REGULATED  
Made in USA



Health	0
Flammability	0
Physical Hazard	0
Personal Protection	A

Lot Number:

## PRECAUTIONS:

- Use proper personal protective equipment: chemical splash goggles and impervious gloves.
- Wash hands and other exposed skin areas while product is still in liquid form to minimize film formation on skin.

## FIRST AID:

- IF INHALED: Move subject to fresh air.
- IF ON SKIN: Flush with large amounts of water or wash with soap and water.
- IF IN EYES: Flush eyes with water for at least 15 minutes. Get Medical Attention.
- IF INGESTED: Give water to drink. Call a physician.

## STORAGE & HANDLING:

- **DO NOT FREEZE**
- Handle in well-ventilated workspace.
- Store in closed containers and in cool, dry, ventilated area.
- Minimize contact with air to prevent microorganism contamination and reduce formation of "skin" on surface.

## APPLICATION INSTRUCTIONS:

For proper dilution ratios, mixture depths & application rates, contact: Base-Seal International, Inc. at 1-281-497-7743.

A Safety Data Sheet (SDS) for this product is available from your employer or from the manufacturer.

*User assumes all risks of use, storage and handling. See current SDS for more information.*

## Base-Seal International, Inc.

9107 Hudson Court  
Houston, Texas 77024  
1-281-497-7743  
[www.base-seal.com](http://www.base-seal.com)



**Emergency phone number:**

**281-497-7743**

## CONTRACT

THIS AGREEMENT made this 11<sup>th</sup> day of October, 2022, by and between

**BRIZO CONSTRUCTION, 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 construction of **Taxiway A Rehabilitation** 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: \$6,468,928.10** 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 **Two Hundred and Forty (240)** 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, as included in **EXHIBIT A:**

1. General Conditions of Bidding and Terms of Contract (PAGE 6)
2. Special Requirements/Bid Submission Instructions (PAGE 15)
3. Sample Texas Ethics Commissioner FORM 1295 (PAGE17)
4. FORM 1295 (Completed) (PAGE 19)
5. Proof of System for Award Management (SAM) Registration (PAGE 21)
6. Certificate of Insurance (PAGE 28)
7. Federal Mandated Contract Provisions (PAGE 29)
8. Title VI Solicitation Notice (PAGE 36)
9. Bidder Information Form (PAGE 39)
10. Statement Of Bidder's Qualifications (PAGE 40)
11. Conflict of Interest Questionnaire Form (PAGE 49)
12. Conflict of Interest Disclosure Form -Local Government Officer (Office Use) (PAGE 50)
13. Good Faith Effort (GFE) Determination Checklist (PAGE 51)
14. Notice Of Intent (NOI) To Subcontract with Disadvantaged Business Enterprises (DBE) (PAGE 52)
15. Disadvantaged Business Enterprises (DBE) Subcontracting Participation Declaration Form (PAGE 53)
16. Residence Certification/Tax Form (PAGE 59)
17. House Bill 89 Verification (PAGE 60)
18. Senate Bill 252 Certification (PAGE 61)
19. Bid Surety (PAGE 63)
20. Contract (Sample) (PAGE 65)
21. Notice of Award (Sample) (PAGE 67)
22. Performance And Payment Bonds (PAGE 69, 69.1 - 69.4, 70, 70.1-70.4, 71)
23. Notice to Proceed (Sample) (PAGE 72)
24. Bid Form and Proposal (PAGE 73)
25. Vendor References Form (PAGE 88)
26. Signature Page (PAGE 89)
27. Certification Regarding Lobbying (PAGE 90)
28. Bid Affidavit (PAGE 91)
29. Wage Rates (PAGE 92)
30. Bid Addenda: No. 1 and No. 2 (PAGE 94)
31. Proof of Divestment Status (PAGE 129)
32. Change Order Form (Sample) (PAGE 137)
33. General Provisions (FAA AC 150/5370-10H) (PAGE 138)
34. TECHNICAL SPECIFICATIONS (PAGES 213 - 415)

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.

BRIZO CONSTRUCTION, LLC.

(Contractor)

ATTEST:

*Taryn Keeler, Executive Dist*

By

*[Signature]*

Ronnie Vaughan  
(Print the names underneath all signatures)

Title: Chief Operating Officer

9100 Canniff St.

(Street)

Houston, TX 77017

(City)

JEFFERSON COUNTY, TEXAS.

(Owner)

ATTEST:

*Laurie Leister*

By

*[Signature]*

JEFF R. BRANICK JEFFERSON

LAURIE LEISTER, JEFFERSON COUNTY CLERK

Title: COUNTY JUDGE

*October 11, 2022*

(Print the names underneath all signatures)



INVITATION FOR BID (IFB 22-011/JW)  
TAXIWAY A REHABILITATION AT THE JACK BROOKS REGIONAL AIRPORT

**EXHIBIT A CONTENTS:**

1. COMPLETED BID SPECIFICATIONS PACKAGE  
(WITH INSERTION OF COMPLETED BIDDER PAGES AND REQUIRED DOCUMENTATION)
2. COMPLETED ADDENDUM NO. 1
3. COMPLETED ADDENDUM NO. 2

**JACK BROOKS REGIONAL AIRPORT**  
**Taxiway A Rehabilitation**  
AIP NO. TBD

**JEFFERSON COUNTY COMMISSIONERS COURT**  
**JEFFERSON COUNTY, TEXAS**  
Jefferson County Project 22-011/JW



**TEXAS REGISTERED ENGINEERING FIRM F-5713**

**Garver Project Number 20A12501**

**March 2022**



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

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

March 8, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 22-011/JW) **Taxiway A Rehabilitation at the Jack Brooks Regional Airport**. Information for this project may be obtained from the Jefferson County Purchasing website at <https://co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593. Specifications, Plans, and Bidding Documents can be obtained from the CivCast website at <https://www.civcastusa.com>. **Project ID is BPT 22-011/JW.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Taxiway A Rehabilitation at the Jack Brooks Regional Airport  
**BID NUMBER:** IFB 22-011/JW  
**DUE BY TIME/DATE:** 11:00 AM CT, April 6, 2022  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

**There will be a Pre-Bid Conference and Walk-Through at 2:00 PM CT on Thursday, March 17, 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 409-835-8793 or via email at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

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

*Deborah Clark*

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

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

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## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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By execution of this document, Bidder 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 INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS

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

#### 1.4 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.

#### 1.5 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.

#### 1.6 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.

#### 1.7 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.

#### 1.8 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.

#### 1.9 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.

**1.10 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.

**1.11 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.

**1.12 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.

**1.13 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.

**1.14 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.

**1.15 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.

**1.16 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.

**1.17 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.

**1.18 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.

**1.19 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.

#### **1.20 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.

#### **1.21 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.

#### **1.22 PUBLIC BID OPENING.**

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

### **2. PERFORMANCE**

#### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

#### **2.2 AGE AND MANUFACTURE.**

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

#### **2.3 DELIVERY LOCATION**

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

#### **2.4 DELIVERY SCHEDULE.**

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

#### **2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

**2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.**

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

### **2.16 EVALUATION.**

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

## **3. PURCHASE ORDERS AND PAYMENT**

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

### **4.3 PRICE RE-DETERMINATION**

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

#### **4.4 TERMINATION.**

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

#### **4.5 CONFLICT OF INTEREST.**

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

#### **4.6 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

#### **4.7 INTEREST BY PUBLIC OFFICIALS.**

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

#### **4.8 WARRANTY**

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

#### **4.9 UNIFORM COMMERCIAL CODE.**

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

#### **4.10 VENUE.**

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

#### **4.11 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

#### 4.12 SILENCE OF SPECIFICATIONS.

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

#### 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 my 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~~ 90 days after opening date.

#### 6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

#### 7. AWARD.

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

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected. In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not 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. CURRENCY.**

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

**16. 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.

**17. NOTICE TO PROCEED/PURCHASE ORDER**

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

**18. 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.

**19. DEFINITIONS**

"County" – Jefferson County, Texas.

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

**20. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

## SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

### 1. BID REQUIREMENT.

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

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

**Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701**

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

**Bidder is responsible for submitting: One (1) original and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

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

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

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

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

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

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

### 2. VENDOR REGISTRATION: SAM (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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

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

### 3. FORM 1295 (Texas Ethics Commission).

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS:

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

**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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**SAMPLE: A sample of a completed FORM 1295 is included on page 14.**

**FORM 1295 Implementation Background:**

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

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

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

**FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

**The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.**

**A completed Form 1295 is not required for:**

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

SAMPLE 1: FORM 1295

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																															
<p>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.</p>		<b>OFFICE USE ONLY</b>																															
<p><b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.                      ADD THE ABOVE REQUESTED INFORMATION HERE</p>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																															
<p><b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.                      JEFFERSON COUNTY, TEXAS</p>																																	
<p><b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.                      ADD IFB/REQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE</p>																																	
<p><b>4</b></p> <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: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 2px;">                     ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.                 </td> </tr> <tr><td> </td><td> </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	ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.																								Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																													
		Controlling	Intermediary																														
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<p><b>5</b> Check only if there is no interested party. <input type="checkbox"/> ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY</p>																																	
<p><b>6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY.</b>                      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____                      (month) (year)                      _____                      Signature of authorized agent of contracting business entity                      (Declarant)</p>																																	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																	

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Brizo Construction  
Houston, TX United States

Certificate Number:  
2022-866280

Date Filed:  
03/29/2022

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

Date Acknowledged:  
*9/9/2022 [Signature]*

**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 22-011/JW  
This project consists of the rehabilitation of Taxiway A at Jack Brooks Regional Airport. Major Work Items include Grading, Drainage, Airfield Pavement Removal and Reconstruction, Airfield Lighting and

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

**5 Check only if there is NO interested Party.**

**6 UNSWORN DECLARATION**

My name is Ronnie Vaughan and my date of birth is 12/20/1974

My address is 9100 Canniff St Houston TX 77017 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 5th day of April, 2022  
(month) (year)

*[Signature]*  
Signature of authorized agent of contracting business entity (Declarant)

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

## Entities Search Results 1 Total Results

**Filter by:**

Entity Name	Status
"Brizo Construction LLC"	active

**Brizo Construction, LLC** • Active Registration

**Unique Entity ID:** T9FDJHHPJKV8

**CAGE/NCAGE:** 80BNS

**Physical Address:**

9100 Canniff St Ste 100  
Houston , TX  
77017 USA

**Expiration Date:**

Sep 09, 2023

**Purpose of Registration:**

All Awards



# BRIZO CONSTRUCTION, LLC

Unique Entity ID <b>T9FDJHHPJKV8</b>	CAGE / NCAGE <b>80BNS</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 9, 2023</b>	
Physical Address <b>9100 Canniff ST STE 100 Houston, Texas 77017-6522 United States</b>	Mailing Address <b>9100 Canniff ST STE 100 Houston, Texas 77017-6522 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 29</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>(blank)</b>

### Registration Dates

Activation Date <b>Sep 13, 2022</b>	Submission Date <b>Sep 9, 2022</b>	Initial Registration Date <b>Dec 1, 2017</b>
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### Entity Dates

Entity Start Date <b>Aug 7, 2017</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Executive Compensation

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

### Proceedings Questions

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

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

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

**Yes**

## Entity Types

<b>Business Types</b>		
Entity Structure <b>Other</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Limited Liability Company</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

**Woman Owned Business**

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 **No**      Debt Subject To Offset **No**

EFT Indicator **0000**      CAGE Code **80BN5**

**Points of Contact**

**Electronic Business**

☒ **Thomas Sheppard, Vice President**      **9100 Canniff Street  
Houston, Texas 77017  
United States**

**Government Business**

☒ **Jose Lopez, Corporate Controls Manager**      **9100 Canniff Street  
Houston, Texas 77017  
United States**

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	236115	New Single-Family Housing Construction (Except For-Sale Builders)
	236116	New Multifamily Housing Construction (Except For-Sale Builders)
	236117	New Housing For-Sale Builders
	236118	Residential Remodelers
	238110	Poured Concrete Foundation And Structure Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass And Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238310	Drywall And Insulation Contractors
	238910	Site Preparation Contractors

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$450,000,000.00
Construction Per Contract	\$50,000,000.00

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

## SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

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### 4. MULTIPLE VENDOR AWARD

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

### 5. DELIVERY

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

### 6. PAYMENT

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

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

#### **Invoices shall be submitted to:**

Jefferson County Auditing Department  
 Attention: Accounts Payable  
 1149 Pearl Street, 7<sup>th</sup> floor  
 Beaumont, TX 77701.

### 7. USAGE REPORTS

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

### 8. INSURANCE

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

#### **MINIMUM INSURANCE REQUIREMENTS:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

CONTINUED ON NEXT PAGE

**PROPERTY INSURANCE (policy below that is applicable to this project):**

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**9. WORKERS' COMPENSATION INSURANCE****9.1 Definitions:**

9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

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

9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

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

9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2022

**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).**

<b>PRODUCER</b> Volmert & Associates 11700 Preston Rd Ste 060-205 Dallas TX 75230		<b>CONTACT NAME:</b> Nichelle Alger <b>PHONE (A/C, No, Ext):</b> (817) 756-6908 <b>E-MAIL ADDRESS:</b> service@volmertins.com <b>FAX (A/C, No):</b> (866) 732-9327																						
<b>INSURED</b> BRIZO CONSTRUCTION, LLC 9100 CANNIFF STREET SUITE 200 HOUSTON TX 77017		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER B:</td> <td>State Auto Manual</td> <td>25135</td> </tr> <tr> <td>INSURER C:</td> <td>Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER D:</td> <td>American Interstate Insurance Company of Texas</td> <td>12228</td> </tr> <tr> <td>INSURER E:</td> <td>Travelers Lloyds Insurance Co</td> <td>41564</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Navigators Insurance Company	42307	INSURER B:	State Auto Manual	25135	INSURER C:	Colony Insurance Company	39993	INSURER D:	American Interstate Insurance Company of Texas	12228	INSURER E:	Travelers Lloyds Insurance Co	41564	INSURER F:		
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**COVERAGES**                      **CERTIFICATE NUMBER:** 2022 - 2023                      **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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HO22CGLZ05A8MIC	05/18/2022	05/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			10098982CA	10/16/2021	10/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FEEC \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			AR6461270	05/18/2022	05/18/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE    OTH-ER
D	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 N	AVWCTX3091832022	07/10/2022	07/10/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CONTRACTORS EQUIPMENT			QT-660-6P972891-TLC-22	02/17/2022	02/17/2023	MAX VALUE 699,458 LEASED/RENTED 200,000 DEDUCTIBLE 1,000

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

<b>CERTIFICATE HOLDER</b>  JEFFERSON COUNTY is an additional insured 1149 PEARL STREET 1ST FLOOR BEAUMONT TX 77701	<b>CANCELLATION</b>  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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## FEDERAL MANDATED CONTRACT PROVISIONS

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### **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:



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 contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - a. Goals for minority participation for each trade: **10.73%**
  - b. Goals for female participation in each trade: **N/A**

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

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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.



**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."*

**ORIGINAL**

**BIDDER INFORMATION FORM**

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

Bid Number & Name: IFB 22-011/JW, TAXIWAY A REHABILITATION AT JACK BROOKS REGIONAL AIRPORT

Bidder's Company/Business Name: Brizo Construction, LLC

Bidder's TAX ID Number: [REDACTED]

If Applicable: HUB Vendor No. [REDACTED] DBE Vendor No. \_\_\_\_\_

Contact Person: Kevin Jenkins Title: Business Development

Phone Number (with area code): 409-316-4764

Alternate Phone Number if available (with area code): 713-325-2283

Fax Number (with area code): NA

Email Address: kevin.jenkins@brizoconstruction.com

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

9100 Canniff St.  
Address  
Houston, TX 77017  
City, State, Zip Code

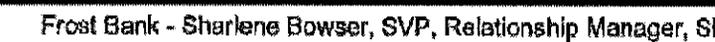
**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder Brizo Construction, LLC
2. Permanent main office address  
9100 Canniff St.  
Houston, TX 77017
3. When organized 2017
4. If a corporation, where incorporated Galveston County
5. How many years have been engaged in the contracting business under your present firm or trade name? 5
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion)  
Bolivar Debris Removal - \$2,500,000 - anticipated completion date is mid-April

General character of work performed by your company

7. Have you ever failed to complete any work awarded to you? No
8. Have you ever defaulted on a Contract? No  
If so, where and why? \_\_\_\_\_
9. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No  
If so, where and why? \_\_\_\_\_
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (attach to back of this document).
11. List your major equipment available for this Contract (attach to back of this document).
12. List your experience in construction work similar in scope and scale to this project (attach to back of this document).
13. Background and experience of the principal members of your organization, including the officers (attach to back of this document).
14. Credit available: 
15. Give Bank referen 

Frost Bank - Sharlene Bowser, SVP, Relationship Manager, [Sharlene.bowser@frostbank.com](mailto:Sharlene.bowser@frostbank.com)

31

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
- (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
- (c) Criminal proceedings.

Dated at Harris County this 5th day of April, 2022.

Brizo Construction, LLC

(Name of Bidder)

By \_\_\_\_\_

Title Chief Operating Officer

STATE OF Texas )

) §.

COUNTY OF Harris )

Ronnie Vaughan being duly sworn deposes and says that he is

Chief Operating Officer of Brizo Construction, LLC

(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 5th day of April, 2022.

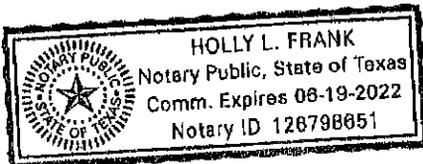
(Notary Public)

My Commission Expires:

06/19/2022

**REQUIRED FORM**

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





## Firm Introduction

**Brizo Construction, LLC** is a Texas HUB certified and Woman-owned construction firm that services clientele in civil construction and post-disaster residential services containing demolition, debris removal, elevation, reconstruction, and rehabilitation. Our team brings a history of proven performance in implementing and managing successful federally funded civil and residential construction projects across the Gulf Coast. As an innovator in infrastructure, mitigation measures, and community resilience, we will provide a highly skilled workforce to deliver the construction services for the Jack Brooks Regional Airport Taxiway-A Rehabilitation Project. Our team has a robust pool of subject matter experts knowledgeable in a wide range of creative construction strategies, disaster recovery programs, mitigation measures, and resiliency solutions. We utilize cutting-edge equipment and are always adapting to industry best practices to ensure our projects are delivered on time and exceed client's expectations.

Our team is experienced in performing and delivering earthwork and drainage infrastructure improvements, embankment consolidation, site development, detention systems, construction oversight, estimating, implementing cost and schedule control strategies and value analysis, among other services. In May 2020, Brizo Construction completed the Texas General Land Office (GLO) Rollover Pass Closure, an \$8 million USACE permitted project that included debris removal, sheet piling, riprap placement, and the transport of 137,000 CY of fill to mitigate against land erosion on the Bolivar Peninsula in Galveston County. In June 2021, we were contracted by Brazoria County and performed drainage infrastructure improvements to 625 acres of land in the Holiday Lakes community by installing reinforced concrete pipe, inlets-outfalls, and weir structures.

Since 2017, Brizo Construction has assisted over 5,000 homeowners with emergency housing repairs and long-term reconstruction projects on numerous FEMA and CDBG-DR funded programs. We are currently performing a \$100 million dollar contract with the Texas General Land office for reconstruction, repair, and drainage improvement services to homes damaged by Hurricane Harvey. In addition to Texas, we are supporting federally funded recovery projects in Florida and Louisiana. We have been recognized as the top-performing contractor on multiple federally funded recovery programs in the state of Texas. These awards were distributed by the Texas General Land Office's Builder's Assessment Model and scored on a variety of topics which include overall quality of work, craftsmanship, project management, scheduling, and customer service.

## Project Experience

Brizo Construction's team of professionals have over 100 years of combined Federal and State funded program experience and successfully completed work under the following Federal and State-funded projects:

### Client Programs

#### State of Texas – General Land Office

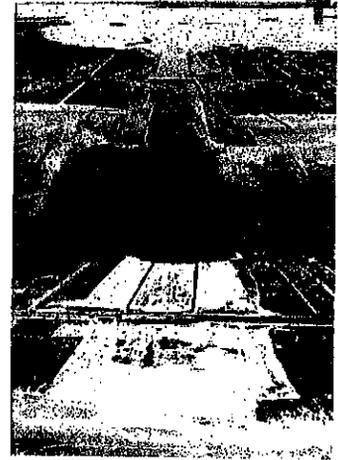
##### Rollover Pass Closure- Completed May 2020

The Texas General Land Office selected Brizo Construction to provide Civil and Marine construction services for the Rollover Pass Closure Project in Galveston, Tx. The project included debris removal, sheet piling installation, placement, and grading of fill in order to close off the pass between the Bay and the Gulf of Mexico. The goal of this project was to reduce sand-build up in the Intercoastal and minimize beach erosion caused by storms. Brizo Construction was able to persevere tough weather conditions and change order requests to deliver this project ahead of schedule.

**Contract Amount** | \$8 M

**Completion Time** | 8 months

**Size** | 137,000 cubic yards of fill



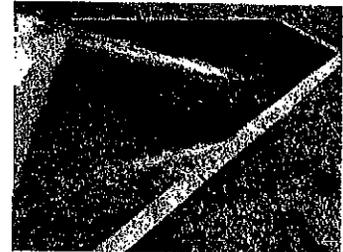
#### Brazoria County- Holiday Lakes – Completed June 2021

##### Drainage Infrastructure Improvements

Brazoria County selected Brizo Construction to provide civil construction services for drainage infrastructure improvements at Holiday Lakes, Tx. The project included the installation of below grade reinforced concrete pipe in several locations with cast-in-place inlets and outfalls, including a weir structure to improve drainage for the surrounding community

**Contract Amount** | \$700k

**Completion Time** | 3 months



#### State of Texas- General Land Office

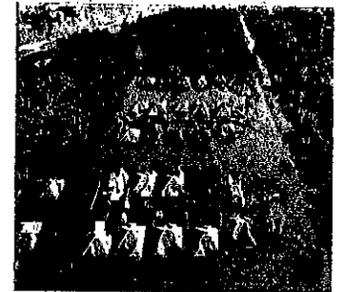
##### Homeowner's Assistance Program- On-going since 2019

Demolition and new home reconstruction, elevation, and rehabilitation of housing assignments in the state of Texas. Full demolition and reconstruction build times are averaging 45 days.

**Contract Amount** | \$100 million

**Completion Time** | 5 years

**Size** | Estimated +2,000 Reconstructions



### Client Programs

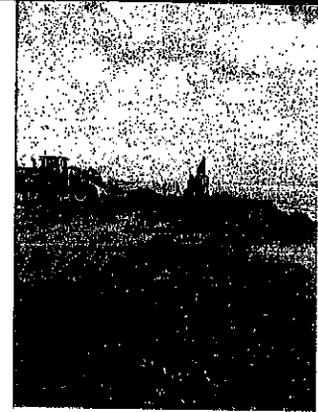
#### State of Texas – General Land Office

##### Bolivar Peninsula Debris Removal Project- estimated completion April 2022

The Texas General Land Office selected Brizo Construction to provide marine debris removal construction services for the removal of well stubs and debris located on high traffic recreation areas on State-owned uplands and submerged lands on the Bolivar Peninsula. Brizo is currently on schedule to complete this project in mid-April 2022.

**Contract Amount** | \$2.5M

**Completion Time** | 4 Months



#### State of Texas – General Land Office

##### Direct Assistance Home Limited Repair (DALHR) Program-Completed Aug. 2018

First ever permanent repair program during the rapid response phase of any recovery in FEMA's history. Brizo Construction, LLC was selected out of 13 Prime Contractors to provide rehabilitation and repair services for homes impacted by Hurricane Harvey in the State of Texas.

**Contract Amount** | \$1M

**Completion Time** | 4 Months

**Size** | 100 Single Family Homes



#### State of Texas – General Land Office

##### Bolivar Peninsula Recreation Fishing Pier CMAR Project- on-going

The Texas General Land Office selected Brizo Construction to service as the Construction Manager-at-Risk for the construction of a recreation pier on the Bolivar Peninsula. We are currently collaborating with Architects/Engineer's to finalize the design elements for the pier. Brizo is responsible for facilitating the bidding and selection of subcontractors to perform the construction activities as well as managing the construction phase according to design specifications.

**Contract Amount** | \$12M

**Completion Time** | 3 years



#### State of Texas – General Land Office- completed June 2018

##### Partial Repair and Essential Power for Sheltering (PREPS) Program

Provided Partial Repair Rehabilitation Services for homes impacted by Hurricane Harvey within a two-month period for the PREPS Program, which allowed homeowners to reside in their homes instead of being displaced. Brizo Construction effectively met all requirements within an above average time frame.

**Contract Amount** | \$4M

**Completion Time** | 60 Days

**Size** | 650 Single Family Homes



**Manpower Resources**

Executive Management	5	Yes
Project Managers	5	Yes
General Superintendent	26	Yes
Equipment Operator	8	Yes
Laborer - Pipe Layer	6	Yes
Laborer - Concrete	10	Yes
Laborer - General	15	Yes

**Equipment Resources - Total List of Firm Equipment\*\***

Kubota Skid Steer	2	Yes
24" 900 Pile Driver	1	Yes
Kubota Tractor	3	Yes
D5K2L Dozer	1	Yes
Teryx Digger	1	Yes
F150 Digger	1	Yes
Kubota SVL97	1	Yes
200 Excavator	1	Yes
350 Excavator	1	Yes
470 Excavator	1	Yes
325 Articulated DT	1	Yes
335 Articulated DT	1	Yes
345 Articulated DT	1	Yes
Kobelco-mini excavator	2	Yes
Cat D4C Dozer	1	Yes
Generators	5	Yes
Work Trucks	9	Yes

**\*\* Have established relationships with equipment rental companies for additional equipment support.**



## Principal Members

**Natasha Lee, Chief Executive Officer-** has over 25 years of construction experience in civil and residential construction. She will be responsible for contractual obligations and committing the necessary resources to deliver the rehabilitation services.

**Cody Lee, President-** has over 25 years of construction experience in civil and residential construction. He will be responsible for the oversight, preparation, and execution of Jack Brooks rehabilitation project.

**Ronnie Vaughan, Chief Operating Officer-** has over 23 years of experience in accounting and field operations with a heavy concentration in Civil Construction in and around the Houston and contiguous counties providing water, sanitary, drainage, detention ponds, retention ponds, levees, and roadways for master planned housing developments along with commercial development for large anchor tenants. He will manage the fiscal controls for the rehabilitation project.

## **CODY LEE**

**PRESIDENT**



### **PROFESSIONAL BIO**

Mr. Lee is a third-generation general contractor, a tradition going back in his family to 1950. Mr. Lee has been in residential and civil construction for over 25 years. He became the President for Brizo Construction in 2017.

Mr. Lee has over 8 years of experience in managing governmental contracts as a prime contractor responsible for delivering civil and residential construction services in Texas, Louisiana and Florida.

### **EDUCATION**

#### **SOUTHEASTERN OKLAHOMA STATE UNIVERSITY**

Bachelor's Degree, Safety Engineering and Environmental Science  
National Dean's List Honors

### **TRAINING/CERTIFICATIONS**

OSHA 500/501

HEAVY EQUIPMENT

MASTER TRAINER FOR CPR

### **YEARS OF EXPERIENCE**

20 YEARS

### **VALUE ADDED EXPERIENCE**

- Experience collaborating with Federal and State agencies and local officials
- Experience coordinating with the vendors, subcontractors, and stakeholders through all project phases
- Ability to develop, assemble, review, evaluate and scrutinize project schedules and forecasts including status reporting and communication through earned value management

### **PROFESSIONAL EXPERIENCE**

#### **BRIZO CONSTRUCTION, PRESIDENT AUGUST 2017 TO PRESENT**

As President of Brizo Construction, Mr. Lee has assisted more than 2,000 homeowners with emergency repair assistance through the GLO and City of Houston administered Direct Assistance for Limited Home Repair (DALHR) program and the Partial Repair Essential Power for Sheltering (PREPS) program. Brizo Construction is currently participating in the GLO Homeowner's Assistance Program and has completed over 200 reconstructions to date.

Mr. Lee's focus is to recruit and hire the best residential construction professionals, especially those with FEMA and CDBG-DR housing repair and reconstruction experience.

#### **CODY DRILLING INCORPORATED, CEO 2002-2017**

Mr. Lee is the CEO for Cody Drilling. Cody Drilling has assisted over 2,000 elevated structures and reconstructions of disaster impacted housing in the City of Galveston and Galveston County, Brazoria County, Chambers County, and Southeast Texas after Hurricane Ike. In 2016, Mr. Lee assisted with Louisiana Disaster Recovery Program with their rapid repairs program. Duties included business development, rapid mobilization, project capitalization, and building strong partnerships within the construction community.

# RONNIE VAUGHAN

CHIEF OPERATING OFFICER  
EXECUTIVE OVERSIGHT



## EDUCATION

UNIVERSITY OF HOUSTON  
Bachelor's Degree, Accounting

## TRAINING/CERTIFICATIONS

OSHA 500/501

HEAVY EQUIPMENT

MASTER LICENSE MERCHANT  
MARINER CREDENTIAL UP TO  
200TN

MASTER TRAINER FOR CPR

## YEARS OF EXPERIENCE

25 YEARS

## PROFESSIONAL BIO

Mr. Vaughan has over 25 years of experience in executive accounting in functioning roles as a CEO, CFO, and controller for construction companies with a heavy concentration in the civil construction industry.

## VALUE ADDED EXPERIENCE

- Experience collaborating with Federal and State agencies and local officials to establish budgets.
- Experience coordinating with the vendors, subcontractors, and stakeholders through all project phases
- Ability to develop, assemble, review, evaluate and scrutinize project schedules and forecasts including status reporting and communication through earned value management

## PROFESSIONAL EXPERIENCE

### BRIZO CONSTRUCTION, VP OF OPERATIONS 2019 TO PRESENT

As Vice President of Operations for Brizo Construction, Mr. Vaughan oversees all construction operations and related personnel specializing in post-disaster rehabilitation, elevated foundations, residential new construction, and heavy civil construction. During his tenure, he has developed short-term and long-range strategic business goals resulting in increased annual revenue and profit margins while maintaining valued deliverables to clients in the public and private market sectors. In addition, he has provided the company with liquidity at market leading rates by executing new credit facilities.

### MONARCH CIVIL CONSTRUCTORS, LLC, CEO 2010-2018

Mr. Vaughan was the CEO/Managing member of a large civil construction company in and around the Houston metropolitan area that specialized in water, sanitary, drainage, detention ponds, retention ponds and roadways for master planned housing and commercial developments. He managed annual revenue exceeding \$25-35m and over 100 employees at a given time. He was also responsible for oversight of up to 90 pieces of equipment and utilized on board diagnostic systems and GPS trackers to detail production tracking per hour on job.

### SLC CONSTRUCTION, CHIEF FINANCIAL OFFICER 2007-2010

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

**FORM CIQ**

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

Brizo Construction LLC

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

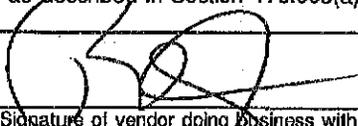
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
 Signature of vendor doing business with the governmental entity

03/15/2022  
 Date

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 64th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	Name of Local Government Officer	Date Received
<b>2</b>	Office Held	
<b>3</b>	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
<b>4</b>	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
<b>5</b>	<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 align="center">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 179.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="center">_____</p> <p align="center">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes  No

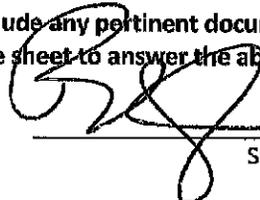
**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting **Disadvantaged Business Enterprises (DBEs)** for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime 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.

Ronnie Vaughan  
Printed Name of Authorized Representative

  
Signature

Chief Operating Officer  
Title

04/05/2022  
Date

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

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
DISADVANTAGED BUSINESS ENTERPRISES (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: Brizo Construction, LLC DBE:  Yes  No

Address: 9100 Canniff St. Houston TX 77017  
Street City State Zip

Phone (with area code): 409-316-4764 Fax (with area code): \_\_\_\_\_

Project Title & No.: Taxiway A Rehabilitation at the Jack Brooks Regional Airport; IFB 22-011/JW

Prime Contract Amount: \$ 6,468,928.10

DBE Subcontractor Name: EZ Demolitions

DBE Status (Gender & Ethnicity): \_\_\_\_\_

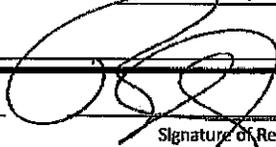
Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: 16840 Clay Road. Ste. 115 Houston TX 77084  
Street City State Zip

Phone (with area code): 281-496-0401 Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ 444,840.00 Percentage of Prime Contract: 6.8 %

Description of Subcontract Work to be Performed: Concrete pavement removal

<u>Ronnie Vaughan</u> <small>Printed Name of Contractor Representative</small>	 <small>Signature of Representative</small>	<u>4/5/2022</u> <small>Date</small>
<u>James Lumbley</u> <small>Printed Name of DBE</small>	<u>To be provided upon award</u> <small>Signature of Representative</small>	_____ <small>Date</small>

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 ENTERPRISES (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: Brizo Construction DBE:  Yes  No

DBE Status (Gender & Ethnicity): Texas HUB Certified Woman-owned Business

Address: 9100 Canniff St Houston, TX 77017  
Street City State Zip

Phone (with area code): 409-359-7474 Fax (with area code): \_\_\_\_\_

Project Title & No.: Jack Brooks Taxiway A-Rehabilitation IFB/RFP No.: 22-011-JW

Total Contract: \$ 6,468,928.10 Total DBE Subcontract(s): \$ 6.8

Construction DBE Goals: 12.8% MBE: 6.8 % 12.6% WBE: 6.8 %

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 ENTERPRISES (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 ENTERPRISES (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

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

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

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

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

Was the Jefferson County DBE Office contacted for assistance in locating DBEs?

Yes  No

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

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

Subcontractor Name: Ameritex Pipe

Address: 3960 E. Hwy. 90 Seguin, TX 78156  
Street City State Zip

Contact person: Todd Aldermann Title: Manager

Phone (with area code): 830-372-9201 Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ 96,317.17 Percentage of Prime Contract: 1.5 %

Description of Subcontract Work to be Performed: Drainage material

Subcontractor Name: Eagle Airport Marking

Address: 5226 FM 2207 Kilgore TX 75662  
Street City State Zip

Contact person: Aaron Cole Title: Manager

Phone (with area code): 903-983-1111 Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ 103,803.44 Percentage of Prime Contract: 1.6 %

Description of Subcontract Work to be Performed: Airport Marking

**REQUIRED FORM**

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

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: F&W Electrical

Address: 6880 US Hwy 181 N Floresville, TX 78114  
Street City State Zip

Contact person: Mike Olguin Title: Manager

Phone (with area code): 830-251-2803 Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ 1,000,811.22 Percentage of Prime Contract: 15.4 %

Description of Subcontract Work to be Performed: Electrical scope and lighting

Subcontractor Name: Knife River Concrete

Address: 6025 Highland Ave. Beaumont TX 77705  
Street City State Zip

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

Phone (with area code): 409-842-2100 Fax (with area code): \_\_\_\_\_

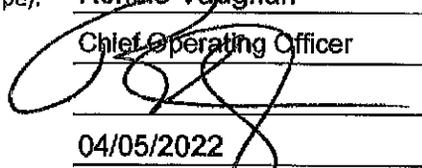
Proposed Subcontract Amount: \$ 1,133,699.60 Percentage of Prime Contract: 17.5 %

Description of Subcontract Work to be Performed: Concrete

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

Name (print or type): Ronnie Vaughan

Title: Chief Operating Officer

Signature: 

Date: 04/05/2022

E-mail address: ronnie@brizoconstruction.com

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

Name (print or type): Kevin Jenkins

Title: Business Development

Date: 04/05/2022

E-mail address: kevin.jenkins@brizoconstruction.com

<p align="center"><b>REQUIRED FORM</b>  <b>Bidder: Please complete this form</b>  <b>and include with bid submission.</b></p>
---

# Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1822408708200  
Approval Date: January 13, 2022  
Scheduled Expiration Date: October 12, 2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

## Brizo Construction LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **January 13, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program  
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the internet (<https://mycpa.cpa.state.tx.us/passcmbssearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

**From:** [Kevin Jenkins](mailto:Kevin.Jenkins)  
**To:** [Kevin Jenkins](mailto:Kevin.Jenkins)  
**Cc:** [Taryn Keeler](mailto:Taryn.Keeler)  
**Bcc:** "[echapag@hotmail.com](mailto:echapag@hotmail.com)"; "[kay.emiconst@gmail.com](mailto:kay.emiconst@gmail.com)"; "[daniel@safetexinc.com](mailto:daniel@safetexinc.com)"; "[HectorG@AdvocateSol.com](mailto:HectorG@AdvocateSol.com)"; "[Brianm@mtechelectric.com](mailto:Brianm@mtechelectric.com)"; "[vproelectric@gmail.com](mailto:vproelectric@gmail.com)"  
**Subject:** Taxiway Rehabilitation at Jack Brooks Regional Airport- Jefferson County  
**Date:** Friday, March 25, 2022 4:52:00 PM  
**Attachments:** [Jefferson County Solicitation- Jack Brooks Regional Airport.pdf](#)  
[image001.jpg](#)  
[BPT Taxiway A IFB Bid Docs and Specifications.pdf](#)

---

Good afternoon,

We are sending out this good faith notification for Jacks Brooks Regional Airport Rehabilitation bid that we are pursuing that bids on 4/6. We are seeking interested subcontractors to perform excavation and electrical work for the rehabilitation project. We have attached the advertisement for the solicitation and the specifications, and the full documents are available on civcast. Please let us know if you are interested in participating in this bid or need additional info about the bid.

Thanks,

Kevin

## Kevin Jenkins

### Business Development

9100 Canniff St.

Houston, TX 77017

Phone: 409.359.7474

Direct: 917.554.1357

Fax: 409.797.4722

Email: [kevin.jenkins@brizoconstruction.com](mailto:kevin.jenkins@brizoconstruction.com)



CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

**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 Brizo Construction, 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.):		[REDACTED]
Company Name submitting bid/proposal:		Brizo Construction LLC
Mailing address:	9100 Canniff St., Houston, TX 77017	
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**
0568000000011000000	4835 Rameda Rd., Beaumont, TX 77705
70000000008837500000	10925 Eastex Fwy, Beaumont, TX 77708

\* 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, Ronnie Vaughan, the undersigned representative of (company or business name) Brizo Construction, 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 an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

[Handwritten Signature]  
Signature of Company Representative

4/5/2022  
Date

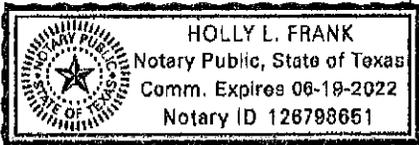
On this 5th day of April, 2022, personally appeared

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

Notary Seal

[Handwritten Signature]  
Notary Signature

04/05/2022  
Date



SENATE BILL 252 CERTIFICATION

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

Brizo Construction

Company Name

IFB 22-011/JW

IFB/RFP/RFQ number

Certification check performed by:

*James West*  
Purchasing Representative

*10/5/2022*  
Date

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

**BIDDER: INSERT BID SURETY DOCUMENTATION BEHIND THIS PAGE.**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*  
Brizo Construction, LLC  
9100 Canniff Street  
Houston, TX 77017

### SURETY:

*(Name, legal status and principal place of business)*  
Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
**Mailing Address for Notices**  
475 Steamboat Road  
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

*(Name, legal status and address)*  
Jefferson County Purchasing Department  
1149 Pearl St, 1st Floor  
Beaumont, TX 77701

**BOND AMOUNT:** \$ Five Percent Of The Total Amount Bid (5%)

### PROJECT:

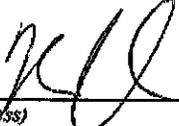
*(Name, location or address, and Project number, if any)*  
Taxiway A Rehabilitation at the Jacks Brooks Regional Airport, Bid No. IFB 22-011/JW

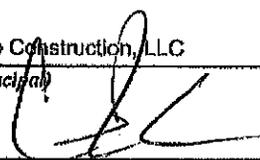
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

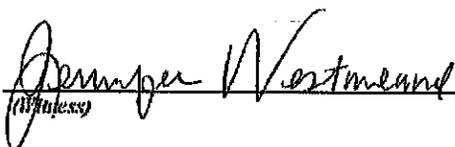
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

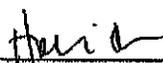
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of April, 2022

  
\_\_\_\_\_  
*(Witness)*

Brizo Construction, LLC  
  
\_\_\_\_\_  
*(Principal)* *(Seal)*  
\_\_\_\_\_  
*(Title)*

  
\_\_\_\_\_  
*(Witness)*

Berkley Insurance Company  
*(Surety)* *(Seal)*  
  
\_\_\_\_\_  
*(Title)* Hollis Orr, Attorney-in-Fact



**CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **TBD**, 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 construction of **Taxiway A Rehabilitation** 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: COST IN WORDS (\$XXX.XX.XX)** 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 "Work Order" or "Notice to Proceed" and to complete the work within **Two Hundred and Ten (210)** 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:

1. General Conditions of Bidding and Terms Of Contract
2. Special Requirements/Bid Submission Instructions
3. Federal Mandated Contract Provisions
4. Title VI Solicitation Notice
5. Bidder Information Form
6. Statement Of Bidder's Qualifications
7. Conflict Of Interest Questionnaire
8. Local Government Officer
9. Good Faith Effort (GFE) Determination Checklist
10. Notice Of Intent (NOI) To Subcontract with Disadvantaged Business Enterprises (DBE)
11. Disadvantaged Business Enterprises (DBE) Subcontracting Participation Declaration Form
12. Residence Certification/Tax Form
13. House Bill 89 Verification
14. Senate Bill 252 Certification
15. Bid Surety
16. Contract
17. Notice Of Award
18. Notice To Proceed
19. Performance And Payment Bonds
20. Offer And Acceptance Form
21. Bid Form and Proposal
22. Vendor References Form
23. Signature Page
24. Certification Regarding Lobbying
25. Bid Affidavit
26. Addenda
27. Wage Rates

- 28. Change Order Form
- 29. General Provisions (FAA AC 150/5370-10H)
- 30. Special Provisions
- 31. Technical Specifications

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.

SAMPLE

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

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

\_\_\_\_\_  
 Title

(Print the names underneath all sign

\_\_\_\_\_  
 (Street)

\_\_\_\_\_  
 (City)

**JEFFERSON COUNTY, TEXAS,**  
 (Owner)

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

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

(Print the names underneath all signatures)

NOTICE OF AWARD  
DATED: \_\_\_\_\_, 2021

TO:

ADDRESS:

PROJECT OWNER: JEFFERSON COUNTY

FAA AIP GRANT No. X-XX-XXXX-XXX-XXXX

CONTRACT FOR: TAXIWAY A REHABILITATION

CONSTRUCTION OF: JACK BROOKS REGIONAL AIRPORT

\*\*\*\*\*

You are notified that your Bid dated XXX, 2021 for the above contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Base Bid.

The Contract Price of your contract is \_\_\_\_\_ dollars and no /100 (\$XXXXXX).

You must comply with the following conditions precedent within FIFTEEN (15) days of the date of this *Notice of Award* that is by, XXXXX, 2021

1. You must deliver to the OWNER all executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Advertisement for Bids, General Conditions (Article 2), and Supplementary Conditions.
3. You must deliver to the OWNER 4 original **Certificates of Insurance**, naming the Owner (Jefferson County) and Engineer (Garver, LLC) and their respective agents and employees, to be expressly named as additional insured's, in accordance with the General Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

Sincerely,  
**GARVER, LLC**

Jason Frank, PE  
Senior Project Manager

ACCEPTANCE OF AWARD:  
CONTRACTOR:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

# AIA Document A312™ - 2010

Bond# 0247923

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Brizo Construction, LLC

9100 Canniff Street  
Houston, TX 77017

**OWNER:**

*(Name, legal status and address)*  
Jefferson County Purchasing Department  
1149 Pearl St, 1st Floor  
Beaumont, TX 77701

**CONSTRUCTION CONTRACT**

Date:

Amount: Six Million Four Hundred Sixty-eight Thousand Nine Hundred Twenty-eight & 10/100 (  
\$6,468,928.10)

Description:

*(Name and location)*  
Taxiway A Rehabilitation at the Jacks Brooks Regional Airport, Bid No. IFB 22-011/JW

**SURETY:**

*(Name, legal status and principal place of business)*

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: Six Million Four Hundred Sixty-eight Thousand Nine Hundred Twenty-eight & 10/100 (\$6,468,928.10)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Brizo Construction, LLC

Signature:

Name \_\_\_\_\_  
and Title: \_\_\_\_\_  
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Berkley Insurance Company

Signature:

Name John Anthony Martinez  
and Title: Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

American Global LLC  
25700 I-45 North, Suite 140  
Spring, TX 77386

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature:  
Name and Title:  
Address

Signature:  
Name and Title:  
Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document A312™ – 2010. The American Institute of Architects.

1

# AIA Document A312™ – 2010

Bond# 0247923

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Brizo Construction, LLC

9100 Canniff Street  
Houston, TX 77017

**OWNER:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

Date:

Amount: Six Million Four Hundred Sixty-eight Thousand Nine Hundred Twenty-eight & 10/100 (\$6,468,928.10)

Description:

*(Name and location)*

Taxiway A Rehabilitation at the Jacks Brooks Regional Airport, Bid No. IFB 22-011/JW

**BOND**

Date:

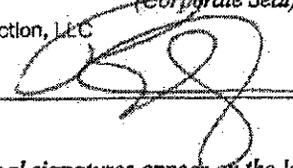
*(Not earlier than Construction Contract Date)*

Amount: Six Million Four Hundred Sixty-eight Thousand Nine Hundred Twenty-eight & 10/100 (\$6,468,928.10)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

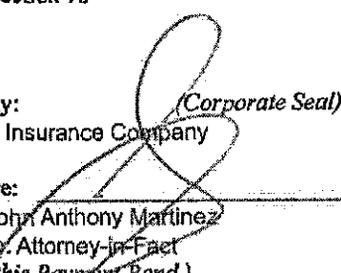
Company: *(Corporate Seal)*  
Brizo Construction, LLC

Signature:   
Name and Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
Berkley Insurance Company

Signature:   
Name John Anthony Martinez  
and Title: Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
American Global LLC  
25700 I-45 North, Suite 140  
Spring, TX 77386

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party.)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

SURETY

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Berkley Surety Group and its affiliates by telephone for information or to make a complaint:

**BERKLEY SURETY GROUP**

Please send all notices of claim on this bond to:

**Berkley Surety Group  
(866) 768-3534 or [BSGClaim@BerkleySurety.com](mailto:BSGClaim@BerkleySurety.com)**

**412 Mount Kemble Avenue, Suite 310N  
Morristown, NJ 07960  
Attn: Surety Claims Department**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

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

**ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *John Anthony Martinez; Paul Messenger; or Michael Marino of American Global of Texas, LLC of Spring, TX* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20<sup>th</sup> day of June, 2022.

Attest:  
(Seal) By [Signature]  
Ira S. Lederman  
Executive Vice President & Secretary

Berkley Insurance Company  
By [Signature]  
Jeffrey M. Hafter  
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )  
) SS:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 20<sup>th</sup> day of June, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, the Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUDRAKEM  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

[Signature]  
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9<sup>th</sup> day of October,  
(Seal) [Signature]  
Vincent P. Forte

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

XXXXXXX, 2021

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

Re: Jack Brooks Regional Airport  
Taxiway A Rehabilitation; Jefferson County Contract 22-011/JW  
AIP No. X-XX-XXXX-XXX-XXXX  
Notice to Proceed

Dear Mr. \_\_\_\_\_:

Please consider this letter as your Notice to Proceed with construction on the above referenced project, effective XXXXXXX, 2021.

Under the terms of the Contract, contract time will start when construction begins or ten (10) days after the effective date of this Notice to Proceed, whichever comes first. Work must be completed within 210 calendar days of the start of contract time, and construction phase 2 must be completed within 60 calendar days. Before you start work at the site, Special Provisions Section C-01 requires that you must deliver to the Engineer and Owner Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract. As stipulated in the Contract Proposal, failure to complete the work within the contract time (including phase 2) shall result in the assessment of liquidated damages. The damages are therein set in the amount of \$1,500.00 per calendar day.

Please call me if you have any questions.

Sincerely,

**GARVER, LLC**

Jason Frank, P.E.  
Sr. Project Manager

CC: Alex Rupp, Jack Brooks Regional Airport (via email)

**SAMPLE**

**BID FORM AND PROPOSAL**

Place Jack Brooks Regional Airport

Date 04/05/2022

Proposal of Brizo Construction

a corporation organized and existing under the laws of the State of Texas

or

Proposal of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

or

Proposal of \_\_\_\_\_

an individual doing business as \_\_\_\_\_

**To: Jack Brooks Regional Airport**

This bid results from your advertisement for bids for the construction of the **Taxiway A Rehabilitation**.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the unit prices proposed in the attached Bid Form(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" (except as modified in accordance with the GENERAL FAA PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL FAA PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL FAA PROVISIONS of these Contract Documents.

List of Plans

Sheet Number	Drawing Number	Sheet Title
<b>GENERAL</b>		
1	GI-001	COVER SHEET
2	GI-002	SHEET INDEX AND SUMMARY OF QUANTITIES
3	GI-101	PROJECT LAYOUT AND SURVEY CONTROL PLAN
4	GC-001	CONSTRUCTION SAFETY & PHASING NOTES 1
5	GC-002	CONSTRUCTION SAFETY & PHASING NOTES 2
6	GC-101	CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 1
7	GC-102	CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 2A
8	GC-103	CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 2B
9	GC-201	CONSTRUCTION SAFETY DETAILS 1
10	GC-202	CONSTRUCTION SAFETY DETAILS 2
11	GC-203	CONSTRUCTION SAFETY DETAILS 3
12	GC-204	CONSTRUCTION SAFETY DETAILS 4
<b>CIVIL</b>		
13	CV-101	EXISTING CONDITIONS AND DEMOLITION PLAN
14	CE-101	EROSION CONTROL PLAN
15	CE-201	EROSION CONTROL DETAILS
16	CC-101	GRADING AND DRAINAGE PLAN 1
17	CC-102	GRADING AND DRAINAGE PLAN 2
18	CC-103	GRADING AND DRAINAGE PLAN 3
19	CC-104	GRADING AND DRAINAGE PROFILES
20	CC-201	GRADING AND DRAINAGE DETAILS 1
21	CC-202	GRADING AND DRAINAGE DETAILS 2
22	CH-101	PRE-DEVELOPMENT DRAINAGE AREA MAP
23	CH-102	POST-DEVELOPMENT DRAINAGE AREA MAP
24	CP-001	TYPICAL SECTIONS
25	CP-101	PLAN AND PROFILE 1
26	CP-102	PLAN AND PROFILE 2
27	CP-103	PLAN AND PROFILE 3
28	CJ-201	JOINT LAYOUT PLAN 1
29	CJ-202	JOINT LAYOUT PLAN 2
30	CJ-203	JOINT LAYOUT PLAN 3
31	CJ-301	JOINT DETAILS
<b>MARKINGS</b>		
32	CM-101	TAXIWAY MARKING PLAN 1
33	CM-102	TAXIWAY MARKING PLAN 2
34	CM-103	TAXIWAY MARKING PLAN 3
35	CM-104	RUNWAY MARKING PLAN 1
36	CM-105	RUNWAY MARKING PLAN 2

37	CM-201	TAXIWAY MARKING DETAILS 1
38	CM-202	TAXIWAY MARKING DETAILS 2
39	CM-203	RUNWAY MARKING DETAILS
ELECTRICAL		
40	EN-001	LIGHTING LEGEND AND GENERAL NOTES
41	EN-002	LIGHTING KEYED NOTES
42	ED-101	LIGHTING REMOVAL PLAN 1
43	ED-102	LIGHTING REMOVAL PLAN 2
44	ED-103	LIGHTING REMOVAL PLAN 3
45	ED-104	LIGHTING REMOVAL PLAN 4
46	ED-105	LIGHTING REMOVAL PLAN 5
47	ED-106	LIGHTING REMOVAL PLAN 6
48	EL-101	LIGHTING INSTALLATION PLAN 1
49	EL-102	LIGHTING INSTALLATION PLAN 2
50	EL-103	LIGHTING INSTALLATION PLAN 3
51	EL-104	LIGHTING INSTALLATION PLAN 4
52	EL-105	LIGHTING INSTALLATION PLAN 5
53	EL-106	LIGHTING INSTALLATION PLAN 6
54	EL-501	LIGHTING REMOVAL DETAILS
55	EL-502	LIGHTING INSTALLATION DETAILS 1
56	EL-503	LIGHTING INSTALLATION DETAILS 2
57	EL-504	LIGHTING INSTALLATION DETAILS 3
58	EL-505	LIGHTING INSTALLATION DETAILS 4
59	EL-506	LIGHTING INSTALLATION DETAILS 5
60	EL-507	LIGHTING INSTALLATION DETAILS 6
61	EL-508	LIGHTING INSTALLATION DETAILS 7
62	EL-509	LIGHTING INSTALLATION DETAILS 8
63	EL-510	LIGHTING INSTALLATION DETAILS 9
64	EL-511	LIGHTING INSTALLATION DETAILS 10
CROSS SECTIONS		
65	XS-101	TAXIWAY A EAST CROSS SECTIONS 1
66	XS-102	TAXIWAY A EAST CROSS SECTIONS 2
67	XS-103	TAXIWAY A EAST CROSS SECTIONS 3
68	XS-104	TAXIWAY A EAST CROSS SECTIONS 4
69	XS-201	TAXIWAY A WEST CROSS SECTIONS 1
70	XS-202	TAXIWAY A WEST CROSS SECTIONS 2
71	XS-203	TAXIWAY A WEST CROSS SECTIONS 3
72	XS-204	TAXIWAY A WEST CROSS SECTIONS 4
73	XS-205	TAXIWAY A WEST CROSS SECTIONS 5
74	XS-206	TAXIWAY A WEST CROSS SECTIONS 6

List of Technical Specifications

Specification Item No.	Description
SS-101	Safety Plan Compliance Document (SPCD)
SS-110	Standard Specifications
SS-120	Construction Safety and Security
SS-130	Trench and Excavation Safety Systems
SS-300	Basic Electrical Requirements
SS-301	Electrical Demolition Work
SS-305	Directional Boring
SS-310	Airport Lighting Systems
C-100	Contractor Quality Control Program (CQCP)
C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
C-105	Mobilization
P-101	Preparation/Removal of Existing Pavements
P-152	Excavation, Subgrade, and Embankment
P-155	Lime-Treated Subgrade
P-208	Aggregate Base Course
P-501	Cement Concrete Pavement
P-605	Joint Sealants for Pavements
P-610	Concrete for Miscellaneous Structures
P-620	Runway and Taxiway Marking
D-701	Pipe for Storm Drains and Culverts
D-751	Manholes, Catch Basins, Inlets and Inspection Holes
D-752	Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures
T-901	Seeding
T-904	Sodding
T-905	Topsail
L-108	Underground Power Cable for Airports
L-110	Airport Underground Electrical Duct Banks and Conduits
L-115	Electrical Manholes and Junction Structures
L-125	Installation of Airport Lighting Systems

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 dated 03/08/2022

Addendum No. 2 dated 03/29/2022

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

Accompanying this Proposal as bid security is a certified check/bid bond (*strike one*)

in the amount of 5% of the total bid amount Dollars

(\$            ~~type text here~~ being not less than five percent (5%) of the total amount of the bid for the base bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

BASE BID

BID ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	L.S.	1	\$ 213,000.00	\$ 213,000.00
	Unit price in words: Two hundred thirteen thousand dollars and 00 /100				
SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS	L.S.	1	\$ 1,680.00	\$ 1,680.00
	Unit price in words: One thousand six hundred eighty dollars and 00 /100				
C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	L.S.	1	\$ 304,593.00	\$ 304,593.00
	Unit price in words: Three hundred four thousand, five hundred ninety three dollars and 00 /100				
C-102-5.1	TEMPORARY EROSION CONTROL	L.S.	1	\$ 74,749.00	\$ 74,749.00
	Unit price in words: Seventy four thousand, seven hundred forty nine dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

C-105-6.1	MOBILIZATION (MAXIMUM 5% OF TOTAL BID EXCLUSIVE MOBILIZATION)	L.S.	1	\$ 323,446.40	\$ 323,446.40
	Unit price in words: Three hundred twenty three thousand, four hundred forty six dollars and 40 /100				
P-101-5.1	CONCRETE PAVEMENT REMOVAL	S.Y.	26400	\$ 17.00	\$ 448,800.00
	Unit price in words: Seventeen dollars and 00 /100				
P-101-5.2	PAVEMENT MARKING REMOVAL	S.F.	7387	\$ 10.00	\$ 73,870.00
	Unit price in words: Ten dollars and 00 /100				
P-152-4.1	UNCLASSIFIED EXCAVATION	C.Y.	10695	\$ 19.00	\$ 203,205.00
	Unit price in words: Nineteen dollars and 00 /100				
P-152-4.2	UNSUITABLE EXCAVATION	C.Y.	500	\$ 24.00	\$ 12,000.00
	Unit price in words: Twenty four dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

P-155-8.1	LIME-TREATED SUBGRADE (12")	S.Y.	18480	\$ 6.50	\$ 120,120.00
	Unit price in words: Six dollars and 50 /100				
P-155-8.2	LIME	TON	880	\$ 255.00	\$ 224,400.00
	Unit price in words: Two hundred fifty five dollars and 00 /100				
P-208-5.1	6" AGGREGATE BASE COURSE	S.Y.	17550	\$ 19.00	\$ 333,450.00
	Unit price in words: Nineteen dollars and 00 /100				
P-501-8.1	11.5" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	16610	\$ 159.00	\$ 2,640,900.00
	Unit price in words: One hundred fifty nine dollars and 00 /100				
P-620-5.1a	PAVEMENT MARKINGS (WHITE) WITH REFLECTIVE MEDIA	S.F.	27676	\$ 2.00	\$ 55,352.00
	Unit price in words: Two dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

P-620-5.1b	PAVEMENT MARKINGS (YELLOW) WITH REFLECTIVE MEDIA	S.F.	13552	\$ 5.00	\$ 67,760.00
	Unit price in words: Five		dollars and 00	/100	
P-620-5.1c	PAVEMENT MARKINGS (RED) WITH REFLECTIVE MEDIA	S.F.	450	\$ 7.50	\$ 3,375.00
	Unit price in words: Seven		dollars and 50	/100	
P-620-5.1d	PAVEMENT MARKINGS (BLACK) WITHOUT REFLECTIVE MEDIA	S.F.	60500	\$ 1.50	\$ 90,750.00
	Unit price in words: One		dollars and 50	/100	
D-701-5.1	18" REINFORCED CONCRETE PIPE, CLASS III	L.F.	427	\$ 121.00	\$ 51,667.00
	Unit price in words: One hundred twenty one		dollars and 00	/100	
D-701-5.2	24" REINFORCED CONCRETE PIPE, CLASS III	L.F.	684	\$ 146.00	\$ 99,864.00
	Unit price in words: One hundred forty six		dollars and 00	/100	

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

D-751-5.1	5' X 5' AIRFIELD RATED GRATE INLET	EACH	7	\$ 6,560.00	\$ 45,920.00
	Unit price in words: Six thousand five hundred sixty dollars and 00 /100				
D-752-5.1	24" REINFORCED CONCRETE SAFETY END TREATMENT	EACH	1	\$ 792.00	\$ 792.00
	Unit price in words: Seven hundred ninety two dollars and 00 /100				
T-901-5.1	SEEDING	ACRE	4.3	\$ 769.00	\$ 3,306.70
	Unit price in words: Seven hundred sixty nine dollars and 00 /100				
T-904-5.1	SODDING	S.Y.	6000	\$ 5.00	\$ 30,000.00
	Unit price in words: Five dollars and 00 /100				
T-905-5.1	TOPSOIL (OBTAINED ON-SITE OR OFF-SITE 4" THICKNESS)	S.Y.	25430	\$ 1.50	\$ 38,145.00
	Unit price in words: One dollars and 50 /100				

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	L.S.	1		\$ 6,274.00	\$ 6,274.00
	Unit price in words: Six thousand two hundred seventy four dollars and 00 /100					
SS-301-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EACH	124		\$ 210.00	\$ 26,040.00
	Unit price in words: Two hundred ten dollars and 00 /100					
SS-301-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EACH	24		\$ 314.00	\$ 7,536.00
	Unit price in words: Three hundred fourteen dollars and 00 /100					
SS-301-5.3	EXISTING ABANDONED SIGN BASE, DEMOLISHED	EACH	6		\$ 1,025.00	\$ 6,150.00
	Unit price in words: One thousand twenty five dollars and 00 /100					
SS-305-5.1	DIRECTIONAL BORING, 1-WAY 2" C POLYETHYLENE CONDUIT	L.F.	25		\$ 52.00	\$ 1,300.00
	Unit price in words: Fifty two dollars and 00 /100					

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

SS-305-5.2	DIRECTIONAL BORING, 2-WAY 2" C POLYETHYLENE CONDUIT	L.F.	1400	\$ 68.00	\$ 95,200.00
	Unit price in words: Sixty eight dollars and 00 /100				
SS-310-5.1	TEMPORARY AIRFIELD LIGHTING (PHASE 1)	L.S.	1	\$ 4,183.00	\$ 4,183.00
	Unit price in words: Four thousand one hundred eighty three dollars and 00 /100				
SS-310-5.2	TEMPORARY AIRFIELD LIGHTING (PHASE 2A)	L.S.	1	\$ 14,638.00	\$ 14,638.00
	Unit price in words: Fourteen thousand six hundred thirty eight dollars and 00 /100				
SS-310-5.3	TEMPORARY AIRFIELD LIGHTING (PHASE 2B)	L.S.	1	\$ 2,614.00	\$ 2,614.00
	Unit price in words: Two thousand six hundred fourteen dollars and 00 /100				
L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	L.F.	15000	\$ 1.50	\$ 22,500.00
	Unit price in words: One dollars and 50 /100				

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	L.F.	11000	\$ 1.50	\$ 16,500.00
	Unit price in words: One		dollars and 50	/100	
L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH	L.F.	8500	\$ 3.50	\$ 29,750.00
	Unit price in words: Three		dollars and 50	/100	
L-110-5.1	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH	L.F.	11000	\$ 16.00	\$ 176,000.00
	Unit price in words: Sixteen		dollars and 00	/100	
L-110-5.2	CONCRETE ENCASED ELECTRICAL DUCT BANK, 2-WAY 2-INCH	L.F.	600	\$ 73.00	\$ 43,800.00
	Unit price in words: Seventy three		dollars and 00	/100	

JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A REHABILITATION  
BID FORM

L-115-5.1	2-CAN JUNCTION CAN PLAZA	EACH	22	\$ 4,140.00	\$ 91,080.00
	Unit price in words: Four thousand one hundred forty dollars and 00 /100				
L-125-5.1	L-861(L) BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	EACH	169	\$ 1,778.00	\$ 300,482.00
	Unit price in words: One thousand seven hundred seventy eight dollars and 00 /100				
L-125-5.2	L-858(L) BASE MOUNTED, SIZE 2, 1- MODULE GUIDANCE SIGN, INSTALLED	EACH	7	\$ 5,019.00	\$ 35,133.00
	Unit price in words: Five thousand nineteen dollars and 00 /100				
L-125-5.3	L-858(L) BASE MOUNTED, SIZE 2, 2- MODULE GUIDANCE SIGN, INSTALLED	EACH	5	\$ 6,274.00	\$ 31,370.00
	Unit price in words: Six thousand two hundred seventy four dollars and 00 /100				
L-125-5.4	L-858(L) BASE MOUNTED, SIZE 2, 3- MODULE GUIDANCE SIGN, INSTALLED	EACH	13	\$ 7,109.00	\$ 92,417.00
	Unit price in words: Seven thousand one hundred nine dollars and 00 /100				

JACK BROOKS REGIONAL AIRPORT  
 TAXIWAY A REHABILITATION  
 BID FORM

L-125-5.5	VEHICULAR STOP SIGN, INSTALLED	EACH	2	\$ 2,363.00	\$ 4,726.00
Unit price in words: Two thousand three hundred sixty three dollars and 00 /100					

Total price in words: Six million, four hundred sixty eight thousand, nine hundred twenty eight dollars and 10 /100

TOTAL (BASE BID) \$ 6,468,928.10

### VENDOR REFERENCES FORM

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

#### REQUIRED FORM

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

#### REFERENCE ONE

Government/Company Name: Texas General Land Office

Address: 1700 N. Congress Ave., Austin, TX 78701-1795

Contact Person and Title: Joelynn Barclay, Program Manager

Phone: 512-463-3230 Fax: NA

Email Address: joelynn.barclay@glo.texas.gov Contract Period: 810 days

Scope of Work: Rollover Pass Closure

#### REFERENCE TWO

Government/Company Name: H2Bravo

Address: 1509 Highland Road, Suite 100, Baton Rouge, LA 70802

Contact Person and Title: Heather Brothers, Program Manager

Phone: 225-907-8856 Fax: NA

Email Address: heather@h2bravo.com Contract Period: Ongoing

Scope of Work: FEMA program repairing homes damaged during Hurricane Harvey.

#### REFERENCE THREE

Government/Company Name: Ardurra

Address: 3115 Allen Parkway, Suite 300, Houston, TX 77019

Contact Person and Title: Keith Ortale, Program Manager

Phone: 832-562-9269 Fax: NA

Email Address: kortale@ardurra.com Contract Period: \_\_\_\_\_

Scope of Work: Reconstruction and rehabilitation of homes in Harris County that sustained damage from Hurricane Harvey. Demolition, site prep, constructing, grading, and drainage.

**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.

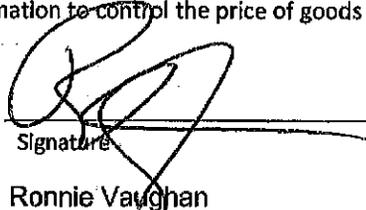
Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....Yes  No

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.

Brizo Construction LLC  
Bidder (Entity Name)  
9100 Canniff St.  
Street & Mailing Address  
Houston, TX 77017  
City, State & Zip  
409-316-4764  
Telephone Number  
kevin.jenkins@brizoconstruction.com  
E-mail Address

  
\_\_\_\_\_  
Signature  
Ronnie Vaughan  
\_\_\_\_\_  
Print Name  
04/05/2022  
\_\_\_\_\_  
Date Signed  
NA  
\_\_\_\_\_  
Fax Number

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

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

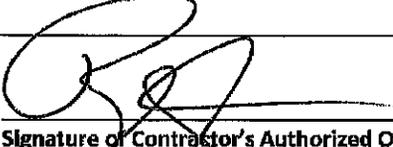
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

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

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

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


Signature of Contractor's Authorized Official
Ronnie Vaughan, Chief Operating Officer
Name and Title of Contractor's Authorized Official (Please Print)
4/5/2022
Date

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

**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 Harris

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

on this day personally appeared Ronnie Vaughan, who  
(name)

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

"I, Ronnie Vaughan am a duly authorized officer of/agent  
(name)  
for Brizo Construction, LLC and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Brizo Construction 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: Brizo Construction, LLC  
9100 Canniff St., Houston, TX 77017

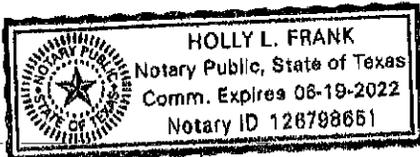
Fax: NA Telephone# 409-316-4764

by: Ronnie Vaughan Title: Chief Operating Officer  
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Ronnie Vaughan on

this the 5th day of April, 2022



[Handwritten Signature]  
Notary Public in and for  
the State of Texas

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

## WAGE RATES

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Article 5159a of the Revised Civil Statutes of Texas, passed by the 43<sup>rd</sup> 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 performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the Contract the prevailing rate of per diem wages which shall be paid for each craft type of workman. This Article further provides that 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 makes 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.

The Davis Bacon minimum wage rates for this project are as follows:

### LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

General Decision Number: TX20220038 01/07/2022

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

ADDENDA

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***INSERT ADDENDA HERE***



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

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

**ADDENDUM TO IFB**

IFB Number: IFB 22-011/JW  
IFB Title: Taxiway A Rehabilitation at the Jack Brooks Regional Airport  
IFB Due: 11:00 am CT, Wednesday, April 6, 2022  
Addendum No.: 1  
Issued (Date): March 8, 2022

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

**Reason for Issuance of this Addendum: Clarification of Bid Due Date and Time**

**Bids for this IFB are due by 11:00 am CT, Wednesday, April 6, 2022**

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

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

ATTEST:

*[Signature]*  
Witness  
*[Signature]*  
Witness

*[Signature]*  
Authorized Signature (Bidder)

Ronnie Vaughan, Chief Operating Officer  
Title of Person Signing Above

Brizo Construction, LLC  
Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: 10/5/22

9100 Canniff St., Houston, TX 77017  
Address



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

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

**ADDENDUM TO IFB**

IFB Number: IFB 22-011/JW  
IFB Title: Taxiway A Rehabilitation at the Jack Brooks Regional Airport  
IFB Due: 11:00 am CT, Wednesday, April 6, 2022  
Addendum No.: 2  
Issued (Date): March 29, 2022

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

**Reason for Issuance of this Addendum:**

- Included Pre-Bid Sign in Sheet
- Answering prospective bidder questions:

Q	Please clarify that you want the 1 original and all 3 copies to be returned with each in a complete spec book, thus making us return 4 complete spec books. That is how it is being said on SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS Page 12, 1. BID REQUIREMENT, 4th paragraph.
A	That is correct.
Q	Can you provide the engineer's estimate?
A	Engineer's estimate will not be provided.
Q	Can you confirm we are to submit bidder qualifications as described in Section 20-Proposal Requirements Conditions?
A	Per section 20 contractor is required to submit bidder's qualifications.
Q	Can you confirm this project has Buy American requirements?
A	That is correct, this project is subject to Buy American Requirements.
Q	Can we get a copy of the Pre-Bid Meeting sign-in sheet?

A	Sign in sheet will be posted here and on Jefferson County Procurement website. <a href="https://co.jefferson.tx.us/Purchasing/NoticesForBid/View/ADD/163">https://co.jefferson.tx.us/Purchasing/NoticesForBid/View/ADD/163</a>
Q	The contract time already includes a large amount of assumed "normal" weather related events as described in Section C-06 of the Terms Conditions. Given the already tight timeframe, we request that the time of completion be revised to 300 calendar days since we essentially will not be provided any relief for weather delays.
A	We will review request however the statement is incorrect. Should average weather days in any given month exceed those listed in Section C-06 of the specifications, and work cannot take place, those days would be reviewed and added to the contract time if warranted.
Q	As discussed at the pre-bid meeting, will the contractor be allowed to access Phase 2 through the first Phase area? or is the back road that leads to Phase Two entrance is the only way?
A	Alternative staging areas and access routes have been provided. See drawing sheets GC-100 to GC-103.
Q	If the prime contractor makes a ligament intent to request DBE/HUB participation but due to uncontrol circumstances DBE/HUB vendors do not provide a proposal would the prime contractor not be at fault if the DBE goal is not met?
A	The prime contractor should make a good-faith effort to meet the DBE requirement of 10.73% and CLEARLY document the good-faith efforts taken to meet the requirements. We encourage the prime contractor to submit documentation showing the efforts to obtain DBE subcontractor(s). At a minimum documentation should include all emails/letters sent to proposed DBE subs and their responses and reasons why they are unable to perform work. Should the contractor not be able to meet the DBE requirements, the documentation provided will be reviewed for good-faith effort and possible reduction of the DBE requirement.
Q	Can you clarify the difference between the areas designated as concrete pavement and reinforced concrete pavement?
A	The pavement designated as reinforced contains #4 Bars @12" O.C. This is noted in details 3-7 on Sheet 31, Drawing Number CJ-301
Q	As discussed in the pre-bid meeting, the total days to complete the job are 210 calendar days. To add on to the previous question asked, rain days are built in the 210 total? Also, if we have 17 rain days in August and the AVG rain days for August are 16 we are only being credited 1 day? Let me know I have the correct understanding.
A	That is correct. Should average weather days in any given month exceed those listed in Section C-06 of the specifications, and work cannot take place, those days would be reviewed and added to the contract time if warranted.
Q	To confirm work hours, no night work is expected?
A	Correct, night work will not be required.
Q	Sheet 69 in the bid documents, Vendor Reference Sheet. Is the sheet only for selected material vendors or also for subcontractors?
A	This sheet is for the prime contractor /bidder to fill out.

- Updated minority and female participation goals on page 25
- Updated Construction Contract Time on page 46
- Updated Construction Contract Time on page 49
- Removed footer annotation on page 52
- Updated Construction Contract Time on page 68
- Updated cement requirements on specification P-501 sheet 4
- Added sheet GC-100 "CONSTRUCTION SAFETY AND PHASING PLAN - OVERALL" laying out primary and secondary construction staging areas.
- Updated Construction Safety and Phasing notes on sheets GC-001 and GC-002
- Updated Construction Contract Time on sheets GC-101, GC-102, and GC-103
- Removed the need for night work on sheet GC-101
- Updated Reinforcement Requirements on sheet CJ-301

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

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

ATTEST:

Jay K...  
Witness  
Nelly R...  
Witness

[Signature]  
Authorized Signature (Bidder)  
Chief Operating Officer  
Title of Person Signing Above  
Brizo Construction LLC  
Typed Name of Business or Individual  
9100 Canniff St., Houston, TX 77017  
Address

Approved by \_\_\_\_\_ Date: 10/5/22



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-in Sheet ADDENDUM NO. 2 / PAGE 4

Pre-Bid Conference & Walk-Through  
 Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at the Jack Brooks Regional Airport  
 2:00 pm CT, Thursday, March 17, 2022 / Location: Jack Brooks Regional Airport (Administration Conference Room)  
 Please Print.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (S)	EMAIL
TOBA JACKSON	BR120 CONSTELLATIONS	9100 CARWILE HUNTER	801-554-3753	Toba.Jackson@constellations.com
FREDERICK SUNDERMAN	SIB Construction	1950 MEMPHIS RD HOUSTON TX 77079	713-845-4633	R.F.SUNDERMAN@SIB.COM
CYNTHIA SRAUGHAN	VRX Inc.	24624 HARSEN #200 280 CR 3003 NEWTON TX 75966	713-724-3941 936-590-0772	Cynthia.Sraughan@VRX-global.com
DARRIN SMITH	T AND L INDUSTRIES	2555 WEAVER CIRCLE DENVER CO 77065	409-701-9706	Dsmill@TAndL.net
MATT DENVER	Toburny Long Empire	5000 FM FORT RD PORT ARTHUR, TX 77664	409-960-8537	gdennery@toburny.com
MARCO HATCHEL	Sp. Altop Concrete	222 CR 888 BERRY TX 77612	409-454-1604	ahatchel@co.jefferson.tx.us
JASON FRANK	CARRIER	1241 WICKS CROFTEN LN SUITE 200 HUNTER, TX	713-895-4202	jfranke@carrier.com

PAGE 1 OF 3 Initial:



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet ADDENDUM NO. 2 / PAGE 5

Pre-Bid Conference & Walk-Through  
Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at the Jack Brooks Regional Airport  
2:00 pm CT, Thursday, March 17, 2022 / Location: Jack Brooks Regional Airport (Administration Conference Room)  
Please Print.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (S)	EMAIL
Christie Cure	Knife River	4825 Romeda Baumont	409.284.6118	christie.cure@kniferiver.com
Brooke Ramsey	Knife River	4925 Romeda Baumont	409.239.8324 409.981.7671	brooke.ramsey@kniferiver.com
Terry McGee	Knife River	4825 Romeda Baumont	409.832.6655 409.239.9133	terry.mcgee@kniferiver.com
Jamey West	Jefferson Cty. Purchasing	1149 Pearl St Av Bmt, TX 7701	409-285-2123	weste@jrcourts.tx.us
Jose Luis	Gulf Coast	12417 Hwy 46 Bmt TX 7702	409-284-9798	jose.luis@gc-texas.com
Shawn Thurman	SpanGlass	13800 West Road Houston, TX 77041	281-970-5300	shawn.thurman@spanglass.com



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet      ADDENDUM NO. 2 / PAGE 6

Pre-Bid Conference & Walk-Through

Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at the Jack Brooks Regional Airport

2:00 pm CT, Thursday, March 17, 2022 / Location: Jack Brooks Regional Airport (Administration Conference Room)

Please Print.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (S)	EMAIL
Thomas (Tommy) Kelley Byron Glenn For	ALCO	P-28 Ex 348 Bmt, 77704	409-860-4459	Bhaerison@Alco.com
Mike Kelley	MK Constructors	6736 IH-10 Vidor TX 77620	409-769-0089	Sales@MKconstructors.com
Cyus Harris	Harris Const. Co	7305 Gibraltar Rd Bmt	407-791-2170	GHarris166@A77.net
Mack Hawkins	RT Technical	4484 Hodges Rd Madelena TX	409-728-9037	MHawkins@rttechnical.com
McLean, M'Devado	Lil General Contractors	1948 FM 365, Bmt TX	409-796-1344	Landline@ath.net
Ker Lane	South Contractors	8585 Chemical Rd Rt, 77705	409-866-6768	Pen@Brystar.com
Alex Rupp	Airport	5000 Jemware Rt 77705	409-FH-4900	ARuppe@Co.Jefferson.TX.US
HEU BURMAN	GARVER		479-34-2033	KARUTBURMAN@GARVER.COM
DAVID GRANEN	GARVER		713 791 8333	DGRANEN@GARVER.COM
MIKE JOHNSONS	AIRPORT		409-719-4900	pyoung@airports-co-jefferson-tx.us
Debra Salazar	RAMTEX	905 Jade Ave. Rt 77704	409-983-5555	Esther@datetex.com
Logan Kitchens	Airport		409-719-4900	mkitchens@co.jefferson-tx.us

IB 22-011/JW  
PAGE 2 OF 3 Initial: *[Signature]*

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

**Contract Types:**

- **Construction:** The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000.
- **Equipment:** The sponsor must incorporate this notice in all solicitations for equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).
- **Professional Services:** The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds \$10,000.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

**Solicitation Clause:**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - a. Goals for minority participation for each trade: **10.73%**
  - b. Goals for female participation in each trade: **N/A**

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.

## CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between **TBD**, 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 construction of **Taxiway A Rehabilitation** 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: COST IN WORDS (\$XXX,XXX,XXX)** subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" or **GENERAL PROVISIONS**.

**ARTICLE 3. Contract Time.** The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within **Two Hundred and Forty (240)** 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:

1. General Conditions of Bidding and Terms Of Contract
2. Special Requirements/Bid Submission Instructions
3. Federal Mandated Contract Provisions
4. Title Vi Solicitation Notice
5. Bidder Information
6. Statement Of Bidder's Qualifications
7. Conflict Of Interest Questionnaire
8. Local Government Officer
9. Good Faith Effort (GFE) Determination Checklist
10. Notice Of Intent (NOI) To Subcontract with Disadvantaged Business Enterprises (DBE)
11. Disadvantaged Business Enterprises (DBE) Subcontracting Participation Declaration Form
12. Residence Certification/Tax Form
13. House Bill 89 Verification
14. Senate Bill 252 Certification
15. Bid Surety
16. Contract
17. Notice Of Award
18. Notice To Proceed
19. Performance And Payment Bonds
20. Offer And Acceptance Form
21. Bid Form and Proposal
22. Vendor References Form
23. Signature Page
24. Certification Regarding Lobbying
25. Bid Affidavit
26. Addenda
27. Wage Rates

XXXXXXX, 2021

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

Re: Jack Brooks Regional Airport  
Taxiway A Rehabilitation; Jefferson County Contract 22-011/JW  
AIP No. X-XX-XXXX-XXX-XXXX  
Notice to Proceed

Dear Mr. \_\_\_\_\_:

Please consider this letter as your Notice to Proceed with construction on the above referenced project, effective XXXXXXX, 2021.

Under the terms of the Contract, contract time will start when construction begins or ten (10) days after the effective date of this Notice to Proceed, whichever comes first. Work must be completed within 240 calendar days of the start of contract time, and construction phase 2 must be completed within 60 calendar days. Before you start work at the site, Special Provisions Section C-01 requires that you must deliver to the Engineer and Owner Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract. As stipulated in the Contract Proposal, failure to complete the work within the contract time (including phase 2) shall result in the assessment of liquidated damages. The damages are therein set in the amount of \$1,500.00 per calendar day.

Please call me if you have any questions.

Sincerely,

**GARVER, LLC**

Jason Frank, P.E.  
Sr. Project Manager

CC: Alex Rupp, Jack Brooks Regional Airport (via email)

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Taxiway A Rehabilitation at the Jack Brooks Regional Airport

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

This contract shall henceforth be referred to as **Contract No. 22-011/JW, Taxiway A Rehabilitation at the Jack Brooks Regional Airport**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick  
Jefferson County Judge

October 11, 2022

Date

ATTEST:

Laurie Leister  
Interim Jefferson County Clerk



It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- **240 Calendar Days** thereafter.
  - Construction Phase 2 shall be completed within **60 Calendar Days** thereafter.

Bidder further agrees to pay as liquidated damages the sum of **one thousand five hundred dollars (\$1500.00)** for each calendar day to complete the work beyond the allotted time (including Phase 2) or as extended by an approved Change Order or Supplemental Agreement.

12/21/2018

AC 150/5370-10H

the CF and WF may be adjusted during production  $\pm 3$  WF and  $\pm 5$  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 $\mu$ m)	*
No. 50 (300 $\mu$ m)	*
No. 100 (150 $\mu$ m)	*

**501-2.2 Cement.** Cement shall conform to the requirements of:

- ASTM C150 Type II.
- ASTM C595 Type IP, IS, IL

**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.

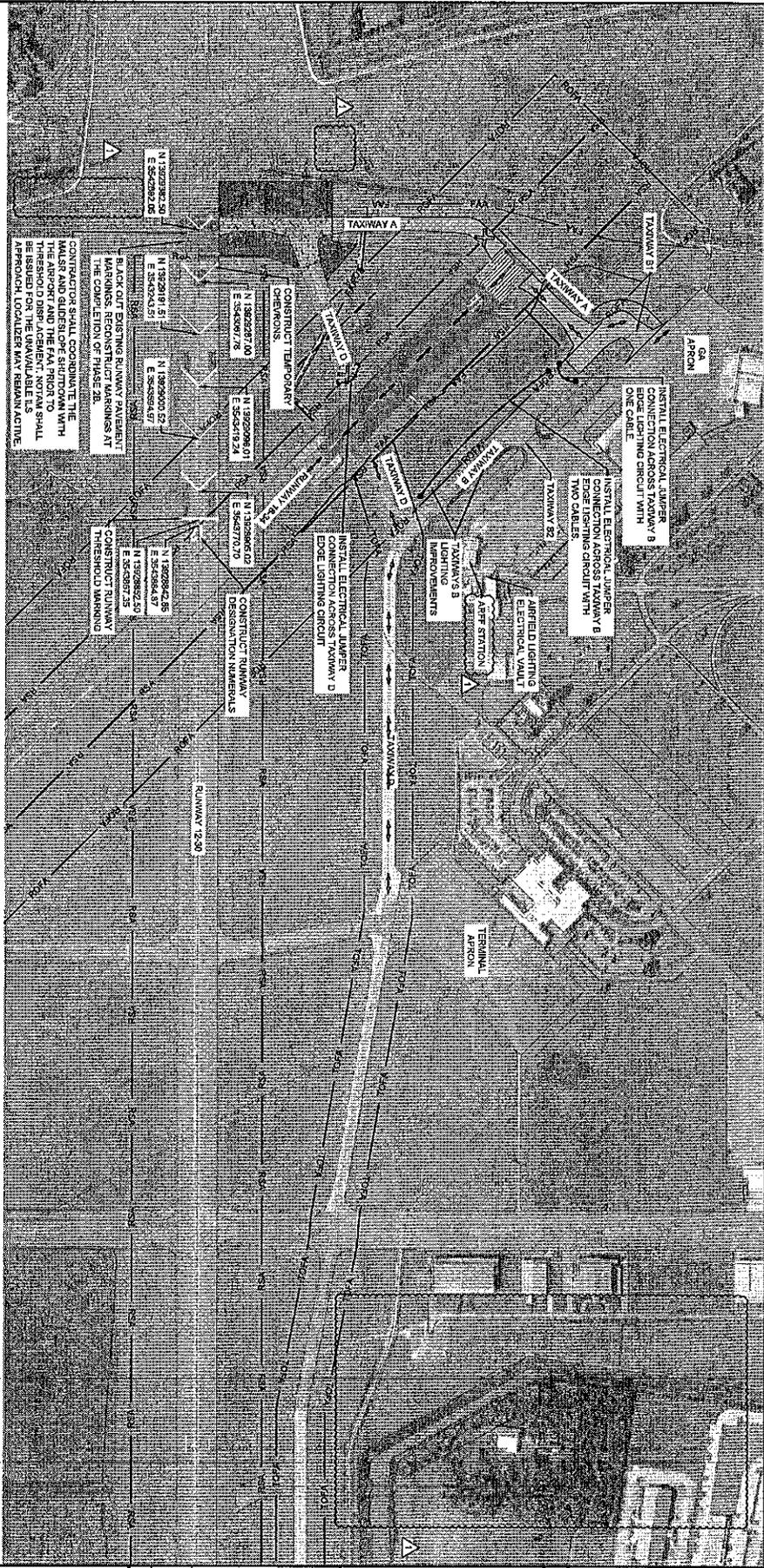








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 Last Plotted by: Roubakova, Ker R. Plot Date: AECWorld.ctb Plot Scale: 1:1 Plot Date: 3/29/2022 5:11 PM Plot User: kkk\_dwg To PDF: ps3



### LEGEND

	PHASE 2A WORK AREA		EMPLOYEE PARKING
	RUNWAY SAFETY AREA		ACCESS GATE
	RUNWAY OBJECT FREE AREA		AIRCRAFT ROUTE
	TAXIWAY OBJECT FREE AREA		CONTRACTOR ROUTE
	ABANDONED FAA UTILITY LINE		LIGHTED BARRIER CODE
	FAA UTILITY LINE (BY OTHERS)		RUNWAY CLOSURE MARKER
	EQUIPMENT STORAGE		TAXIWAY CLOSURE MARKER
	BATCH PLANT		ELECTRICAL JUMPER

### CONTRACT TIME

CALENDAR DAYS

PHASE 1 (80 DAYS)	PHASE 2A (65 DAYS)	PHASE 2B (7 DAYS)
0	0	0
50	50	50
100	100	100
150	150	150
200	200	200
250	250	250
300	300	300

PHASE 2 SHOULD BE COMPLETED WITHIN 90 DAYS TO MINIMIZE CONSTRUCTION IMPACT ON RUNWAY 12-30 OPERATIONS. LIQUIDATED DAMAGES IN THE AMOUNT OF \$1,000/DAY SHALL BE ASSESSED FOR DELAYS BEYOND THIS SCHEDULE.

### ITEMS OF WORK

1. ISSUE NOTICE FOR PROPOSED WORK
2. TEMPORARILY PARTIALLY CLOSE RUNWAY 12-30. THIS WORK SHALL BE PERFORMED DURING THE HOURS OF 0700H-1900H
3. REMOVE REMAINDER OF EXISTING TAXIWAY A PAVEMENT
4. CONSTRUCT REMAINDER OF CONCRETE TAXIWAY A PAVEMENT SECTION.
5. INSTALL ELECTRICAL IMPROVEMENTS, DRAINAGE IMPROVEMENTS, AND PAVEMENT MARKINGS IN WORK AREA.

### PHASING NOTES:

1. SEE CONSTRUCTION SAFETY AND PHASING NOTES FOR ADDITIONAL DETAILS.
2. LIGHTED BARRIERS SHOWN ARE FOR GRAPHIC PURPOSES ONLY. THE CONTRACTOR SHALL DETERMINE THE QUANTITY OF LIGHTED BARRIERS REQUIRED TO ACCOMMODATE THE WORK AS SHOWN AND RESTRICTIONS WITHIN THE PHASING SCHEDULE.
3. CONTRACTOR SHALL HAVE AN APPROVED PAVEMENT BROOM OR VACUUM TRUCK AVAILABLE ON SITE AT ALL TIMES.
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING SUFFICIENT LIGHTING TO ADEQUATELY ILLUMINATE THE WORK AREA DURING NIGHT-TIME OPERATIONS. PORTABLE LIGHTING SHALL BE USED IN SUCH A MANNER AS TO CAUSE MINIMAL IMPACT TO AIRPORT OPERATIONS.
5. IN NO EVENT SHALL CONSTRUCTION VEHICLES, EQUIPMENT OR MATERIALS BE PARKED/STORED WITHIN 50' OF BARRIERS OR ACTIVE AIRFIELD PAVEMENT.

JACK BROOKS  
 REGIONAL AIRPORT  
 JEFFERSON COUNTY, TEXAS

CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 2A

TAXIWAY A REHABILITATION

DATE: MARCH, 2022  
 DESIGNED BY: NKS  
 DRAWN BY: NKS

JOB NO.: 202112501

DRAWING NUMBER  
**GC-102**

SHEET NUMBER  
**7**

REV	DATE	DESCRIPTION	BY
1	03/22/22	ADDENDUM NO. 2	JEF

REGISTRATION NO. 152713

AGCON E. FOUNK 37979

8/9 23 03/20/22

CONTRACT EXHIBIT A, PAGE 111 OF 415

File: L:\2022\2021\2021 - BPT - TWA Rehab\Drawings\BPT\_TWA-GC-101.dwg Last Save: 3/29/2022 5:08 PM Last saved by: KKRutabara  
 Plot Style: AEC.ctb Plot Scale: 1:1 Plot Date: 3/29/2022 6:11 PM Printer: s11622 - DWG To PDF.pc3

### LEGEND

	PHASE 2B WORK AREA		EMPLOYEE PARKING
	RUNWAY SAFETY AREA		ACCESS GATE
	RUNWAY OBJECT FREE AREA		AIROCRRAFT ROUTE
	TAXIWAY OBJECT FREE AREA		CONTRACTOR ROUTE
	ABANDONED FAA UTILITY LINE		LIGHTED BARRICADE
	FAA UTILITY LINE BY OTHERS		RUNWAY CLOSURE MARKER
	EQUIPMENT STORAGE		TAXIWAY CLOSURE MARKER
	BATCH PLANT		ELECTRICAL NUMBER

### CONTRACT TIME

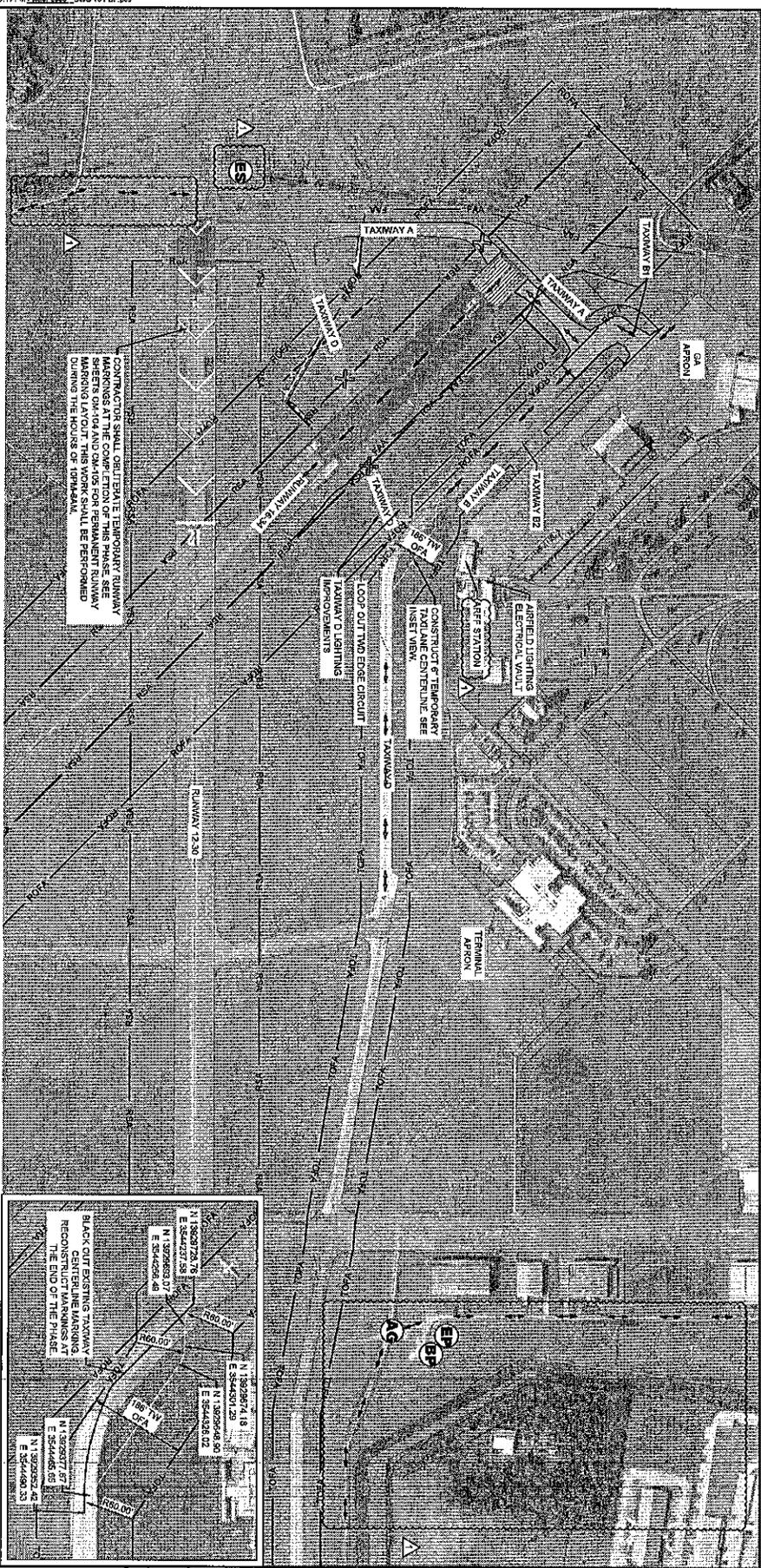
CALENDAR DAYS

PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6	PHASE 7	PHASE 8	PHASE 9	PHASE 10	PHASE 11	PHASE 12	PHASE 13	PHASE 14	PHASE 15	PHASE 16	PHASE 17	PHASE 18	PHASE 19	PHASE 20	
0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

PHASE 1 SHALL BE COMPLETED WITHIN 90 DAYS TO MINIMIZE CONSTRUCTION OF 11,300 SQ YD SHALL BE ASSESSED FOR DELAYS SEE QND THIS SCHEDULE.

### ITEMS OF WORK

- ISSUE NOTIFICATION FOR PROPOSED WORK.
- CONSTRUCT TEMPORARY TAXIWAY CENTERLINE MARKING ON TAXIWAY D.
- INSTALL BARRICADES AND PAVEMENT CLOSURE MARKERS.
- REMOVE REMAINS OF EXISTING TAXIWAY PAVEMENT.
- INSTALL ELECTRICAL IMPROVEMENTS, DRAINAGE IMPROVEMENTS, AND PAVEMENT MARKINGS IN WORK AREA.



- ### PHASING NOTES:
- SEE CONSTRUCTION SAFETY AND PHASING NOTES FOR ADDITIONAL DETAILS.
  - LIGHTED BARRICADES SHOWN ARE FOR GRAPHIC PURPOSES ONLY. THE CONTRACTOR SHALL DETERMINE THE QUANTITY OF LIGHTED BARRICADES REQUIRED TO COMPLETE THE WORK AS SHOWN AND LISTED IN ACCORDANCE WITH CURRENT FAA ADVISORY CIRCULARS.
  - CONTRACTOR SHALL HAVE AN APPROVED PAVEMENT BROOM OR VACUUM TRUCK AVAILABLE ON SITE AT ALL TIMES.
  - THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING SUFFICIENT LIGHTING TO ADEQUATELY ILLUMINATE THE WORK AREA DURING NIGHTTIME OPERATIONS. PORTABLE LIGHTING SHALL NOT BE OPERATED IN SUCH A MANNER TO CAUSE IMPACT TO AIRCRAFT OPERATIONS.
  - IN NO EVENT SHALL CONSTRUCTION VEHICLES, EQUIPMENT, OR MATERIALS BE PARKED/STORED WITHIN 50' OF BARRICADES OR ACTIVE AIRFIELD PAVEMENT.

**JACK BROOKS REGIONAL AIRPORT**  
 JEFFERSON COUNTY, TEXAS

**CONSTRUCTION SAFETY AND PHASING PLAN - PHASE 2B**

JOB NO.: 20212201  
 DATE: MARCH, 2022  
 DESIGNED BY: KKR  
 DRAWN BY: KKR

DATE: MARCH, 2022  
 DRAWING NUMBER: **GC-103**

SHEET NUMBER: **8**

REV.	DATE	DESCRIPTION	BY
03/22/22		ADDENDUM NO. 2	JEF

**REGISTERED PROFESSIONAL ENGINEER**  
 JASON E. SPANIE  
 07539

**REGISTERED PROFESSIONAL ENGINEER**  
 ESTY3

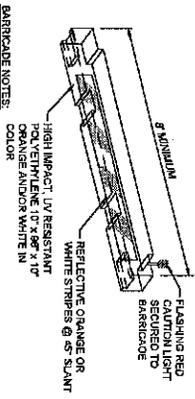
REGISTRATION NO. \_\_\_\_\_

**GARVER**

1220174W  
 CONTRACT EXHIBIT A: PAGE 112 OF 415

**STAGING AREA NOTES**

1. THE CONTRACTOR'S EMPLOYEES AND VISITORS VEHICLES SHALL PARK IN THE CONTRACTOR'S EMPLOYEE PARKING AREA. ONLY OWNER APPROVED PERSONNEL WILL BE ALLOWED TO ACCESS AND/OR PARK ON AIRPORT PROPERTY.
2. ALL DELIVERIES, MATERIAL OR OTHERWISE SHALL BE MADE TO THE DELIVERY ADDRESS OF THE CONTRACTOR'S STAGING AREA. THE WARE, JACK BROOKS REGIONAL AIRPORT SHALL NOT BE USED IN THE DELIVERY ADDRESS.
3. THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREA IS SHOWN FOR REFERENCE ONLY. THE EXACT LIMITS OF THE CONTRACTOR'S PARKING AND STAGING AREA SHALL BE DETERMINED BY THE LOCATION OF THE STAGING AREA SHOWN ON THE CONTRACTOR'S STAGING PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE STAGING AREA FROM CONSTRUCTION.
4. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS TO DEVELOP AND USE THE SITE FOR STAGING AND OTHER ACTIVITIES AS REQUIRED.
5. THE STAGING AREA SHALL BE PREPARED TO A STABLE AND DRAINABLE CONDITION. THE CONTRACTOR MAY HAVE THE OPTION OF ERECTING ADDITIONAL CHAIN-LINK SECURITY FENCING TO DELINEATE AND PROTECT THE AREA.
6. THE CONTRACTOR MAY DO SOME SEEDING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, THE AREA WILL BE GRADED AND DRESSED TO THE SATISFACTION OF THE ENGINEER AND OWNER UPON COMPLETION OF THE CONTRACT WORK.
7. THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONNECTIONS TO THE STAGING AREA. ALL REQUIRED UTILITIES FOR THE CONTRACTOR'S STAGING AREA SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY AGENCY BY THE CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE METERS AND PERMITS. UTILITY ARRANGEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER.
8. NO SEPARATE PAY ITEM SHALL BE MADE FOR ANY ITEM REQUIRED FOR THE CONTRACTOR TO ENCLOSE AND DEVELOP THEIR STAGING AREA.
9. THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY LOST OR STOLEN PROPERTY, EQUIPMENT OR VEHICLES SHALL BE PARKED WITHIN 10 FEET OF ANY AIRPORT OPERATIONS AREA (FOA) PERimeter FENCE.



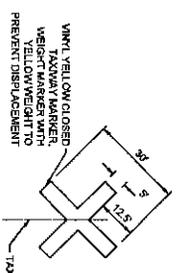
- BARRICADE NOTES:**
1. BARRICADES SHALL BE FINISHED, INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
  2. BARRICADES SHALL MEET THE REQUIREMENTS OF THE CURRENT ENGINEER.
  3. CONTRACTOR SHALL VERIFY BARRICADES TO PREVENT DISTURBANCE TO THE METHOD SHALL BE APPROVED BY THE ENGINEER.
  4. BARRICADES SHALL BE LOCATED AS DEFINED IN THE CONSTRUCTION SHEET AND FINISHING PLAN (CSFP).
  5. UNLESS OTHERWISE NOTED, MAXIMUM BARRICADE SPACING SHALL BE 10' O.C.

**LOW PROFILE AIRCRAFT BARRICADE (MOVEMENT AREAS)**

GC-201 SCALE: NONE

**BADGING AND SECURITY**

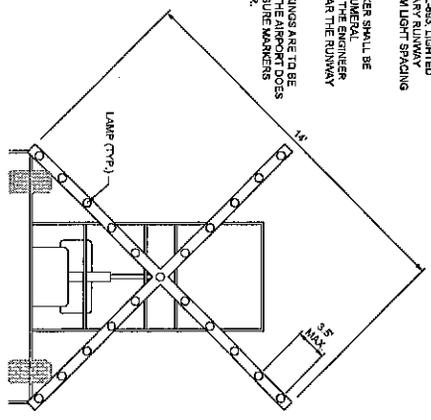
1. CONTRACTOR SHALL BE RESPONSIBLE FOR AIRPORT SECURITY AT ALL TIMES WHEN IN THE AIRPORT OPERATIONS AREA (AOA).
2. CONTRACTOR SHALL FOLLOW ALL AIRPORT SECURITY POLICIES, PROCEDURES, RULES, AND REGULATIONS WHILE OPERATING VEHICLES AND EQUIPMENT ON THE AOA. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ENSURING THAT ALL EMPLOYEES AND SUBCONTRACTORS MEET THE AIRPORT SECURITY REQUIREMENTS WHILE OPERATING VEHICLES AND EQUIPMENT ON THE AOA.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A GATE GUARD AT ALL AOA ENTRANCES. ALL GATE GUARDS MUST OBTAIN AN AIRPORT BADGE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RISK ASSESSMENT TO THE AIRPORT DUE TO THE FAILURE OF THE CONTRACTOR OR SUBCONTRACTORS TO FOLLOW AIRPORT SECURITY REQUIREMENTS. THE AIRPORT RESERVES THE RIGHT TO SUSPEND AND/OR REMOVE DRIVING PRIVILEGES AND/OR BADGES FOR FAILURE TO COMPLY WITH THE AIRPORT SECURITY REQUIREMENTS.
5. AIRPORT BADGES SHALL BE VISIBLE AT ALL TIMES.



**TAXIWAY CLOSURE MARKER**

GC-201 SCALE: NONE

- RUNWAY CLOSURE MARKER NOTES:**
1. LIGHTED RUNWAY CLOSURE MARKER SHALL CONFORM TO THE REQUIREMENTS OF FAA AC 150/5340-6 SPECIFICATION FOR LIGHTED RUNWAY CLOSURE. DETAIL SHOWS MINIMUM LIGHT SPACING REQUIREMENTS.
  2. LIGHTED RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON TOP OF RUNWAY NUMBER DESIGNATOR OR AS DIRECTED BY THE ENGINEER WHEN WORK IS TAKING PLACE NEAR THE RUNWAY NUMBERS.
  3. LIGHTED RUNWAY CLOSURE MARKINGS ARE TO BE SUPPLIED BY THE CONTRACTOR. THE AIRPORT DOES NOT HAVE LIGHTED RUNWAY CLOSURE MARKERS AVAILABLE FOR THE CONTRACTOR.



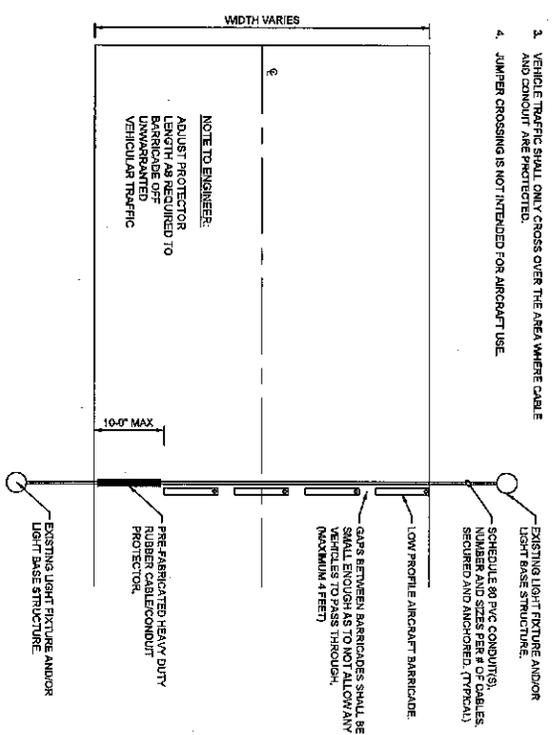
**PORTABLE LIGHTED RUNWAY CLOSURE MARKER (LIGHTED X)**

GC-201 SCALE: NONE

REGISTRATION NO. F-573	CONTRACT NUMBER: PAGE 110 OF 415
JACK BROOKS REGIONAL AIRPORT REGIONAL AIRPORT JEFFERSON COUNTY, TEXAS	TAXIWAY A REHABILITATION
CONSTRUCTION SAFETY DETAILS 1	DATE: MARCH, 2022 DESIGNED BY: KGR DRAWN BY: KGR
SHEET NUMBER: 9	DRAWING NUMBER: GC-201

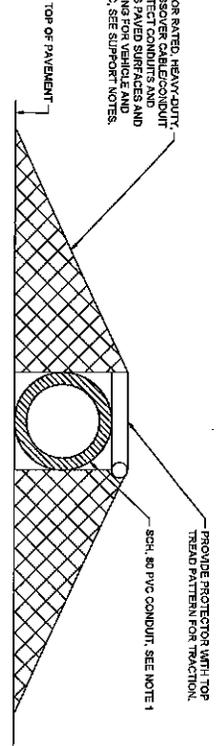


**1**  
 TYPICAL PAVEMENT JUMPER CROSSING FOR TEMPORARY AIRFIELD LIGHTING  
 SCALE: NONE



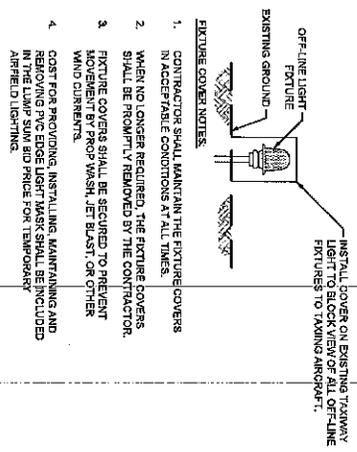
- CROSSING PROTECTOR NOTES:**
1. CABLE SHALL REMAIN IN CONDUIT FOR ENTIRE JUMPER LENGTH.
  2. CONTRACTOR SHALL SUBMIT SUPPORT PROTECTOR PRODUCT DATA SHEETS.
  3. VEHICLE TRAFFIC SHALL ONLY CROSS OVER THE AREA WHERE CABLE AND CONDUIT ARE PROTECTED.
  4. JUMPER CROSSING IS NOT INTENDED FOR AIRCRAFT USE.

- SUPPORT NOTES:**
1. SIZE CONDUIT PER NUMBER OF CABLES.
  2. SIZE PROTECTOR PER CONDUIT NUMBER AND SIZE.
  3. PROTECTORS SHALL EXTEND PARALLEL TO THE CONDUIT FOR THE ENTIRE LENGTH OF THE CONDUIT WHERE SUBJECT TO LIGHT VEHICULAR TRAFFIC.
  4. BOLTS SHALL BE INSTALLED AND TORQUED PER MANUFACTURERS RECOMMENDATIONS TO SECURE AND ANCHOR THE COMPLETE PROTECTION SYSTEM.



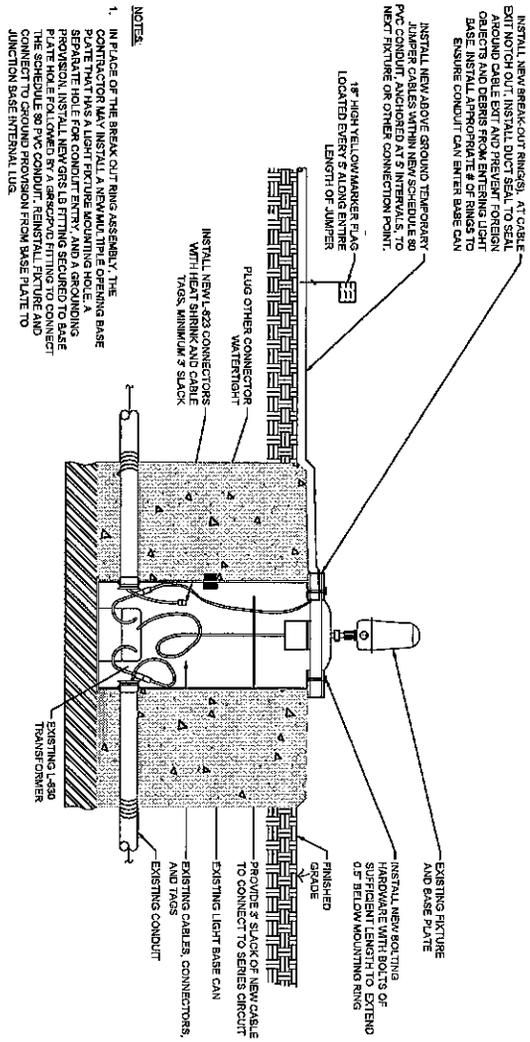
**3**  
 ABOVE GROUND TEMPORARY CONDUIT PROTECTOR  
 SCALE: NONE

**2**  
 LIGHT FIXTURE COVER  
 SCALE: NONE

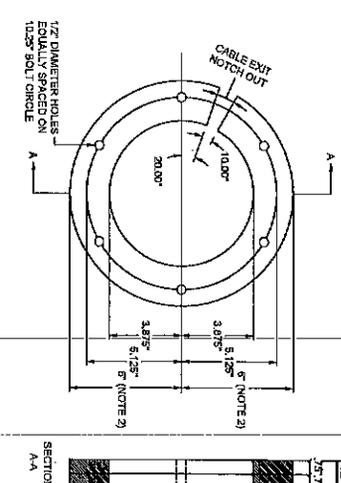


- FIXTURE COVER NOTES:**
1. CONTRACTOR SHALL MAINTAIN THE FIXTURE COVERS IN PLACE UNDER CONDITIONS AT ALL TIMES.
  2. WHEN NO LONGER REQUIRED, THE FIXTURE COVERS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
  3. FIXTURE COVERS SHALL BE SECURED TO PREVENT MOVEMENT BY PROP WASH, JET BLAST, OR OTHER WIND CURRENTS.
  4. COST FOR PROTECTING, INSTALLING, MAINTAINING AND REMOVING PVC EDGE LIGHT MASK SHALL BE INCLUDED IN THE LAMP SAWS BID PRICE FOR TEMPORARY AIRFIELD LIGHTING.

<p><b>GARVER</b>                  ENGINEERING</p>	REGISTRATION NO. F-5713
	JACKSON & FRANK 9793
JOB NO.: 206112501 DATE: MARCH, 2022 DESIGNED BY: KJR DRAWN BY: KJR	JACK BROOKS REGIONAL AIRPORT JEFFERSON COUNTY, TEXAS TAXIWAY A REHABILITATION
SHEET NUMBER GC-203 11	CONSTRUCTION SAFETY DETAILS 3



1 TEMPORARY JUMPER CIRCUIT CONNECTION  
 SCALE: NONE



2 BREAK OUT RING  
 SCALE: NONE

SCHEDULE 80 PVC TRADE SIZE	NUMBER OF LEGS	MAXIMUM CONDUIT FILL
1"	2	
1-1/4"	3	
1-1/2"	5	

**FILL NOTE:**  
 1. FOR NEW 1-1/2" PVC CABLE INSTALLED ON THIS PROJECT, THE BASIS OF DESIGN OUTSIDE DIAMETER THAT WAS USED IS 0.418 INCHES. IF THE CONTRACTOR USES 1-1/2" PVC CABLE WITH A LARGER OUTSIDE DIAMETER, ANY CONDUIT OR DUCT BANK BE INSTALLED AND MADE UP BY THE CONTRACTOR AT HIS OWN RISK. THE OWNER AND TO THE SATISFACTION OF THE ENGINEER. PAYMENT WILL ONLY BE MADE AT THE BASIS OF DESIGN CONDUIT OR DUCT BANK PAY ITEM SHOW ON THE PLANS. AS-BUILT DRAWINGS SHALL BE MARKED UP BY THE CONTRACTOR TO IDENTIFY ANY SIZE CHANGES.

- BREAK-OUT RING NOTES:**
- HOLE PATTERN SHALL MATCH EXISTING BASE CAN. PATTERN SHOWN IS FOR 12" - 14879 CAN.
  - OUTSIDE DIMENSION SHALL MATCH EXISTING CAN.
  - BREAK-OUT RING SHALL BE FABRICATED FROM 1/2" MARINE GRADE A TEMPORARY CABLE IS INSTALLED.
  - BREAK-OUT RINGS, ABOVE GROUND CONDUIT, JUMPER CABLES, LUMBER, TO THE TEMPORARY APPLIED LIGHTING PAY ITEM. CONTRACTOR SHALL SUPPLY SUFFICIENT QUANTITY TO SUPPORT ALL REMAINING ACTIVITIES.

**JACK BROOKS**  
 REGIONAL AIRPORT  
 JEFFERSON COUNTY, TEXAS

**CONSTRUCTION**  
 SCHEDULE DETAILS



**TAXIWAY A REHABILITATION**

**GARVER**  
 ENGINEERS, ARCHITECTS & PLANNERS  
 87819  
 REGISTRATION NO. 15773

REV.	DATE	DESCRIPTION	BY

JOB NO.: 20112501  
 DATE: MARCH, 2012  
 DESIGNED BY: KKR  
 DRAWN BY: KKR

**GC-204**

SHEET NUMBER **12**

100-201010N  
 CONTRACT EXHIBIT A: PAGE 110 OF 410



Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

**Contract Types:**

- **Construction:** The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000.
- **Equipment:** The sponsor must incorporate this notice in all solicitations for equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).
- **Professional Services:** The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds \$10,000.

*Use of Provision:* When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

**Solicitation Clause:**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractors aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - a. Goals for minority participation for each trade: 10.73%
  - b. Goals for female participation in each trade: N/A

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.

**CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between TBD, 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 construction of Taxiway A Rehabilitation 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: COST IN WORDS (\$XXX,XXX,XXX)** subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" or GENERAL PROVISIONS.

**ARTICLE 3. Contract Time.** The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within Two Hundred and Forty (240) 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:

1. General Conditions of Bidding and Terms Of Contract
2. Special Requirements/Bid Submission Instructions
3. Federal Mandated Contract Provisions
4. Title VI Solicitation Notice
5. Bidder Information
6. Statement Of Bidder's Qualifications
7. Conflict Of Interest Questionnaire
8. Local Government Order
9. Good Faith Effort (GFE) Determination Checklist
10. Notice Of Intent (NOI) To Subcontract with Disadvantaged Business Enterprises (DBE)
11. Disadvantaged Business Enterprises (DBE) Subcontracting Participation Declaration Form
12. Residence Certification/Tax Form
13. House Bill 89 Verification
14. Senate Bill 252 Certification
15. Bid Surety
16. Contract
17. Notice Of Award
18. Notice To Proceed
19. Performance And Payment Bonds
20. Offer And Acceptance Form
21. Bid Form and Proposal
22. Vendor References Form
23. Signature Page
24. Certification Regarding Lobbying
25. Bid Affidavit
26. Addenda
27. Wage Rates

XXXXXXX, 2021

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX

Re: Jack Brooks Regional Airport  
Taxiway A Rehabilitation; Jefferson County Contract 22-011/JW  
AIP No. ~~X-XX-XXXX-XXX-XXXX~~  
Notice to Proceed

Dear Mr. \_\_\_\_\_:

Please consider this letter as your Notice to Proceed with construction on the above referenced project, effective XXXXXXX, 2021.

Under the terms of the Contract, contract time will start when construction begins or ten (10) days after the effective date of this Notice to Proceed, whichever comes first. Work must be completed within 240 calendar days of the start of contract time, and construction phase 2 must be completed within 60 calendar days. Before you start work at the site, Special Provisions Section C-01 requires that you must deliver to the Engineer and Owner Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract. As stipulated in the Contract Proposal, failure to complete the work within the contract time (including phase 2) shall result in the assessment of liquidated damages. The damages are therein set in the amount of \$1,500.00 per calendar day.

Please call me if you have any questions.

Sincerely,

**GARVER, LLC**

Jason Frank, P.E.  
Sr. Project Manager

CC: Alex Rupp, Jack Brooks Regional Airport (via email)

**SAMPLE**

It is understood the quantities of work to be done at unit prices are approximate and are intended for bidding purposes only. Amounts are to be shown in both words and figures. In case of discrepancy the amount shown in words shall govern.

Contract Award will be based on the lowest qualified bidder, depending on the availability of funds.

Bidders understand the Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to State and local laws and ordinances pertaining to the letting of construction contracts. Funding availability will be considered in selecting the bid award. The bidder agrees this bid shall be honored and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" and to fully complete the project within:

- 240 Calendar Days thereafter.
  - Construction Phase 2 shall be completed within 60 Calendar Days thereafter.

Bidder further agrees to pay as liquidated damages the sum of one thousand five hundred dollars (\$1500.00) for each calendar day to complete the work beyond the allotted time (including Phase 2) or as extended by an approved Change Order or Supplemental Agreement.

**SAMPLE**

12/21/2018

AC 150/5370-10H

the CF and WF may be adjusted during production  $\pm 3$  WF and  $\pm 5$  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 $\mu$ m)	*
No. 50 (300 $\mu$ m)	*
No. 100 (150 $\mu$ m)	*

**501-2.2 Cement.** Cement shall conform to the requirements of:

- ASTM C150 Type II.
- ASTM C595 Type IP, IS, IL

**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.

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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/07/2022

\* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.34	
Structures.....	\$ 12.23	
LABORER Asphalt Raker.....	\$ 12.36	
Flagger.....	\$ 10.33	
Laborer, Common.....	\$ 11.02	
Laborer, Utility.....	\$ 11.73	
Pipelayer.....	\$ 12.12	
Work Zone Barricade Servicer.....	\$ 11.67	

PAINTER (Structures).....\$ 18.62

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 14.06  
 Asphalt Paving Machine.....\$ 14.32  
 Broom or Sweeper.....\$ 12.68  
 Concrete Pavement,  
 Finishing Machine.....\$ 13.07  
 Concrete Paving, Curing,  
 Float, Texturing Machine....\$ 11.71  
 Concrete Saw.....\$ 13.99  
 Crane, Hydraulic 80 Tons  
 or less.....\$ 13.86  
 Crane, Lattice boom 80  
 tons or less.....\$ 14.97  
 Crane, Lattice boom over  
 80 Tons.....\$ 15.80  
 Crawler Tractor.....\$ 13.68  
 Excavator, 50,000 pounds  
 or less.....\$ 12.71  
 Excavator, Over 50,000  
 pounds.....\$ 14.53  
 Foundation Drill, Crawler  
 Mounted.....\$ 17.43  
 Foundation Drill, Truck  
 Mounted.....\$ 15.89  
 Front End Loader 3 CY or  
 Less.....\$ 13.32  
 Front End Loader, Over 3 CY.\$ 13.17  
 Loader/Backhoe.....\$ 14.29  
 Mechanic.....\$ 16.96  
 Milling Machine.....\$ 13.53  
 Motor Grader, Fine Grade....\$ 15.69  
 Motor Grader, Rough.....\$ 14.23  
 Off Road Hauler.....\$ 14.60  
 Pavement Marking Machine....\$ 11.18  
 Piledriver.....\$ 14.95  
 Roller, Asphalt.....\$ 11.95  
 Roller, Other.....\$ 11.57  
 Scraper.....\$ 13.47  
 Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

Steel Worker

Reinforcing Steel.....\$ 15.15  
 Structural Steel Welder.....\$ 12.85  
 Structural Steel.....\$ 14.39

TRUCK DRIVER

Low Boy Float.....	\$ 16.03
Single Axle.....	\$ 11.46
Single or Tandem Axle Dump..	\$ 11.48
Tandem Axle Tractor w/Semi	
Trailer.....	\$ 12.27

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

-----

Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION



## Divestment Statute Lists

- Companies that Boycott Israel [[comptroller.texas.gov/purchasing/docs/anti-bds.xlsx](https://comptroller.texas.gov/purchasing/docs/anti-bds.xlsx)] — *Updated October 2022*
- Financial Companies that Boycott Energy Companies [[comptroller.texas.gov/purchasing/docs/divest-energy.xlsx](https://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](https://comptroller.texas.gov/purchasing/docs/divest-energy.pdf)] — *Updated August 2022*
- Designated Foreign Terrorist Organizations [[comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx](https://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](https://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](https://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](https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf)] — *Updated November 30, 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

## List prepared pursuant to chapter 808 of the Texas Government Code

## Companies That Boycott Israel

Updated September 2022

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

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)

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Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)  
 al-Shabaab

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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 Sudan Chapter 2270 of the Texas Government Code**

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

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

*Updated November 2021*

**2021 List of Companies Engaging in Scrutinized Business Operations in Iran  
Chapter 2270 of the Texas Government Code**

<b>COMPANY NAME</b>	<b>ISIN</b>
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*

CHANGE ORDER FORM

Change Order

No. \_\_\_\_\_

Date of Issuance:

Project: Owner:

Contract:

Contractor:

Effective Date:

Owner's Contract No.:

Date of Contract:

Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

Substantial completion (days or date):

\$ Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change

Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

[Increase] [Decrease] from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

\$ Ready for final payment (days):

Contract Price prior to this Change Order: Contract Times prior to this Change Order:

Substantial completion (days or date):

\$ Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order: [Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

\$ Ready for final payment (days or date):

Contract Price incorporating this Change Order: Contract Times with all approved Change Orders:

Substantial completion (days or date):

\$ Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

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**GENERAL PROVISIONS****SECTION 10 DEFINITION OF TERMS**

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	<b>Calendar Day</b>	Every day shown on the calendar.

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Paragraph Number	Term	Definition
10-13	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

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Paragraph Number	Term	Definition
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	<b>Force Account</b>	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>

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Paragraph Number	Term	Definition
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is <b>Jefferson County, TX</b> .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

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Paragraph Number	Term	Definition
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.

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Paragraph Number	Term	Definition
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

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Paragraph Number	Term	Definition
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

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## SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

### 20-01 Advertisement (Notice to Bidders). See Page A-1

**20-02 Qualification of bidders.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 Contents of proposal forms.** The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to **5 percent** of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; **This shall occur at the time referenced in the Advertisement and the Proposal, unless otherwise specified herein.**

**20-04 Issuance of proposal forms.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials

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furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

**20-07 Preparation of proposal.** The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

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**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner *in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid* before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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### SECTION 30 AWARD AND EXECUTION OF CONTRACT

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within ~~[ ] calendar days of the date specified for publicly opening proposals~~ the time referenced in the Advertisement and the Proposal, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within the time specified in the proposal.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of

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this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

**SECTION 40 SCOPE OF WORK**

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items.** The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

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Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,

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d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup:** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**

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### SECTION 50 CONTROL OF WORK

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

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The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions.** See Special Provisions (Page K-1)

- A. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS
- B. STATE TERMS AND CONDITIONS
- C. LOCAL TERMS AND CONDITIONS

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with three hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **electronic CAD format (.dwg or .dgn).**

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Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents; for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and

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replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases

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the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**END OF SECTION 50**

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### SECTION 60 CONTROL OF MATERIALS

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

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- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office.** See Section C-105

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

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All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

**END OF SECTION 60**

**SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

Owner	Contract (Phone Number)
XXXX Utility	XXXX (XXX-XXX-XXXX)

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

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The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, *Operational Safety on Airports During Construction*. The CSPP is on sheet(s) **GC-001 through GC-103** of the project plans.

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and

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Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Detailed phasing information is provided in the Construction Safety and Phasing Plan.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the

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Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to

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prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** See Special Provisions.

**END OF SECTION 70**

### SECTION 80 EXECUTION AND PROGRESS

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work *and in advance of the preconstruction meeting*. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

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When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

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When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has

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been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 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.

Schedule	Liquidated Damages Cost	Allowed Construction Time
See Proposal and Contract		

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

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**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**

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### SECTION 90 MEASUREMENT AND PAYMENT

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

#### MEASUREMENT AND PAYMENT TERMS

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton or hundredweight.
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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Term	Description
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale; but not less than one pound. The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
<b>Pay Quantities</b>	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

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**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

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b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the

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Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

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NOT USED

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## SECTION A – FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

### A-01 CIVIL RIGHTS - GENERAL

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### A-02 CIVIL RIGHTS – TITLE VI ASSURANCE

#### **Title VI Solicitation Notice:**

The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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.

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts And Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities:**

During the performance of this contract, 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 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **A-03 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part. 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part. 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **A-04 RIGHT TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

#### **A-05 SEISMIC SAFETY**

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

#### **A-06 ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. 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 are closed.

#### **A-07 BUY AMERICAN PREFERENCE**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy American certification included in the contract documents with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

See Section 010470 "Bidder Certifications" for Contractor Buy American Certification.

#### **A-08 DISADVANTAGED BUSINESS ENTERPRISE**

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 in the award and administration of Department of Transportation-assisted contracts. Failure by the 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) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

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 the Owner. 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 the Owner. This clause applies to both DBE and non-DBE subcontractors.

#### **A-09 ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

#### **A-10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### **A-11 TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **A-12 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**A-13 TAX DELINQUENCY AND FELONY CONVICTIONS**

The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**A-14 COPELAND "ANTI-KICKBACK" ACT**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**A-15 DAVIS-BACON REQUIREMENTS****1. Minimum Wages**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under

the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage

requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

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

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

weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
  - (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (ii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (iii) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually

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

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

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6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with the Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**A-16 DISTRACTED DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), 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 sub-grant.

In support of this initiative, the Owner 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 while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**A-17 AFFIRMATIVE ACTION REQUIREMENT**

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:

#### Timetables

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

Goals for female participation in each trade: **X.X%**

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 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 the goals will be measured against the total work hours performed.

3. 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 the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **Jefferson County, Texas.**

#### **A-18 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment; notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
  5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
  6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the

completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen,

etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is

the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **A-19 PROHIBITION OF SEGREGATED FACILITIES**

- (a) ~~The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.~~
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage

or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

## **A-20 TERMINATION OF CONTRACT**

### **Termination for Convenience:**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**Termination for Default:**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

**A-21 PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/tools/cpg/products/). Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**A-22 DEBARMENT AND SUSPENSION**

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT:**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT:**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### **A-23 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

##### **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, including watchmen and guards, 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 clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 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.**

The Federal Aviation Administration (FAA) or the Owner 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. Subcontractors.**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor 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.

#### **A-24 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

#### **A-25 BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the contractor must correct the breach. Owner may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **A-26 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**SECTION B – STATE TERMS AND CONDITIONS**

**B-01     NOT USED**

## SECTION C – LOCAL TERMS AND CONDITIONS

### C-01 CONTRACTOR'S INSURANCE

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

**Owner and Garver, LLC shall be included as an insured under the CGL, (using ISO Additional Insured Endorsement CG 20 10 11 85 or a substitute providing equivalent coverage), and under the commercial automobile liability (using ISO Additional Insured Endorsement CA 2048 or a substitute providing equivalent coverage), and commercial umbrella, if any. This insurance, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.**

C-01.1 Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance, with a limit of not less than \$5,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Project.

CGL insurance shall be written on ISO occurrence form CG 20 10 (11-85) (or a substitute combination of the following forms CG 20 10 (10-01) and CG 20 37 (10-01) providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or amending the contractual coverage in the ISO occurrence form.

CGL insurance shall be written with an ISO form CG 25 03 05 09 Designated Construction Project(s) General Aggregate Limit or a substitute form providing equivalent coverage.

C-01.2 Continuing CGL Coverage: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, with a limit of not less than \$5,000,000 each occurrence for at least 3 years following substantial completion of the Work.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed Work equivalent to that provided under ISO form CG 00 01.

C-01.3 Owner's and Contractor's Protective Liability Insurance: Contractor shall maintain Owner's and Contractor's Protective Liability (OCP) insurance on behalf of Owner and Garver, LLC, as named insured, with a limit of \$1,000,000.

C-01.4 Railroad Protective Liability Insurance: Not applicable

C-01.5 Commercial Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

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Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

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Commercial auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

**C-01.6 Workers' Compensation Insurance:** Contractor shall maintain workers' compensation and employer's liability insurance.

The employer's liability, and if necessary commercial umbrella, limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If Contractor leases its employees, the alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.

Where applicable, Nonappropriated Fund Instrumentalities Act (NFIA) shall be attached to the policy. NFIA extends the coverage of the Longshore and Harbor Workers' Compensation Act to civilian employees working on United States military bases throughout the world who are not paid with funds appropriated by Congress. These employees, working in facilities operated for the comfort, contentment, and improvement of armed forces personnel, are instead compensated with funds generated from earnings of their facility.

Where applicable, Outer Continental Shelf Lands Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

If project is located in a state where workers compensation is secured via monopolistic state funds, include evidence of the "Stop Gap" endorsement to the general liability policy.

**C-01.7 Property Insurance:** If applicable, Contractor shall purchase and maintain property insurance for the Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis. If the insurance obtained in compliance with this paragraph is builders risk insurance, coverage shall be written on a completed value form.

The property insurance as required above shall name as insureds the Owner, Contractor, and all subcontractors and sub-subcontractors on the Project.

**C-01.8 Primary and Non-contributory:** Contractor agrees that the insurance listed above, including insurance provided under the commercial umbrella, if any, shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.

**C-01.9 Waiver of Subrogation:** Contractor waives all rights against the Owner and Garver, LLC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability, commercial umbrella liability insurance, automobile liability insurance and workers compensation insurance maintained pursuant to paragraph C-01 of this agreement.

**C-01.10 No Implied Waiver:** Contractor shall furnish certifications matching the coverage requirements. Failure of Owner or Engineer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner or Engineer to identify a deficiency from evidence that is provided shall not be construed as a waiver of the contractors obligations to furnish and maintain such insurance, or as a waiver to the enforcement of any of the provisions at a later date.

Any waiver of the contractor's obligation to furnish such certificate or maintain such evidence must be by written change order and signed by a Managing Member (Officer) of the Engineer and the Owner.

**C-01.11 Cancellation, Non-Renewal, and/or Impairment Notification:** The Contractor shall not cause any insurance policy to be cancelled or permit it to lapse and all insurance policies shall include an endorsement to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Owner and Engineer, stating the date when such cancellation or reduction shall be effective, which date shall not be less than (60) days after such notice.

The amount shown in the bid item for the Owner's Protective Insurance shall include that amount of additional premium required for obtaining Owner's and Engineer's Protective Liability Insurance for the Owner and Garver, LLC. The Engineer has the right to request justification from the contractor for the full amount of the cost included under the items "Owner's Protective Insurance".

Notice shall be sent via email and regular mail to the following persons and addresses:

Owner:  
Alex Rupp  
5000 Jerry Ware Drive  
Beaumont, TX 77705  
[ARupp@co.jefferson.tx.us](mailto:ARupp@co.jefferson.tx.us)

Garver:  
Jason Frank, PE  
Garver, LLC  
12141 Wickchester  
Suite 200  
Houston, TX 77079  
[JEFrank@GarverUSA.com](mailto:JEFrank@GarverUSA.com)

C-01.12 Sample Certificate of Liability Insurance:



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
(must be dated)

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

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

PRODUCER Agency Name Agency Address  www.stephens.com	CONTACT NAME: Agency contact
	PHONE (AG. No. Ext.): Agency ph# FAX (AG. No.): E-MAIL ADDRESS: Agency contact email address
INSURED  Named Insured on the policies	INSURER(S) AFFORDING COVERAGE Carrier Name (AM Best Rating)
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. / WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	XXXXXXXXXX			EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO: ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED: RETENTION \$ XXXXX	X X	XXXXXXXXXX			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	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 N/A	XXXXXXXXXX			WC STAT. / TORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
			XXXXXXXXXX			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Owner & Garver, LLC shall be included as an Additional Insured by endorsement #CG2010(11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsement providing equivalent coverage. Coverage shall be Primary and non-contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies. 60 day notice will be provided to the Owner and Garver LLC in the event of cancellation, non-renewal and/or impairment of the Contractor's policies.

CERTIFICATE HOLDER  Owner and Garver LLC	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  (must be signed by the Contractor's Insurance Agent)

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ACORD 25 (2010/05)

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**C-02 UTILITIES**

All work in this contract shall be in accordance with the Texas Underground Facilities Damage Prevention Act. The Contractor shall abide by the most current edition of this Act.

Underground utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these utilities on the plans. However, all existing utilities may not be shown and the actual locations of the utilities may vary from the locations shown.

The Contractor shall be responsible for the protection of all existing utilities, structures, equipment, or improvements crossed by or adjacent to his construction operations. Where existing utilities, service lines, structures, equipment, etc. are cut, broken, or damaged, the Contractor shall replace or repair immediately these items with the same type of original material and construction or better, at his own expense to the satisfaction of the Owner and the Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

**C-03 LEGAL HOLIDAYS**

Holidays that shall be observed are the following: New Year's Day (January 1); Dr. Martin Luther King Jr.'s Birthday (3rd Monday in January); President's Day (3rd Monday in February); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Columbus Day (2nd Monday in October); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving (Friday following Thanksgiving); Christmas Eve (December 24); and Christmas Day (December 25). If a holiday falls on a Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday. No construction observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe these legal holidays and all Sundays, and no work shall be performed on these days except in an emergency. Calendar day contract time includes delays for all holidays. Refer to Section C-06 for more information.

**C-04 CLEAN UP**

From time to time, the Contractor shall clean up the site, including any work areas at the airport, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

**C-05 PROJECT MEETINGS AND COORDINATION**

A preconstruction conference will be called by the Engineer at a time convenient to the Owner and before the issuance of the "Notice to Proceed". The Engineer and the Contractor and such subcontractors as the Contractor may desire shall attend this meeting with the Owner.

The Owner and/or Engineer will call such coordination conferences as may seem expedient to him for the purpose of assuring coordination of the work covered by this Contract. The Contractor shall attend all such conferences. This in no way relieves the Contractor of his responsibility to fully coordinate his work under this Contract.

**C-06 LIQUIDATED DAMAGES FOR DELAY**

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time. The Contractor agrees that time is a critical element for this Contract. Loss will accrue to the Owner due to delayed completion of the work; and the cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the work is lengthened. The Contractor agrees that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for, the Owner may withhold, permanently, from the Contractor's total compensation, the sum of **One Thousand Five Hundred Dollars (\$1500.00)** as stipulated damages for each day of such delay. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed", or the date work commences, whichever occurs first; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.

Extensions of time for completion, under the condition of 3(a) next below, will be granted; extensions may be granted under other stated conditions:

1. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
2. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. The days included in the contract time for Normal Weather-Related Events and holidays are as follows:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Holidays
January	9	1
February	5	1
March	6	0
April	8	1
May	8	1
June	12	0
July	10	1
August	13	0
September	9	1
October	8	0
November	6	3
December	8	2

If, however, it appears that the Contractor is delayed by conditions of weather, outside of normal weather-related events detailed in the proceeding table, extensions of time may be granted.

3. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy,

an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:

- a. Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- b. Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

The Engineer or other authorized representative of the Owner shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the Owner and the Contractor, as to the classification of any day, the matter shall be referred to the Owner whose decision shall be final.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

#### **C-07 CARE OF WORK**

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, equipment, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner and Engineer. After damage discovery, the Contractor shall immediately coordinate with the Owner and the Engineer on the complete repair and/or replacement work required. Following written notice of work required, the Contractor shall expeditiously begin and finish this work with all labor and materials required. All repair and/or replacement work, labor, and materials shall be supplied and installed by the Contractor. If the Contractor fails to promptly perform the repair work and correct all deficiencies, the Owner shall have the option of remedying the defects and any expenses incurred by the Owner shall be withheld from the Contractor's payments.

#### **C-08 QUALITY ASSURANCE/MATERIALS TESTING**

The Owner shall be responsible for quality assurance testing as stated in these specifications; however, the Contractor shall be responsible for payment of any subsequent tests made necessary by previous unsatisfactory tests. In this event, the Owner's quality assurance representative shall conduct the additional testing and payment for such tests shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional testing at the Owner's contract rate.

#### **C-09 RECORD DOCUMENTS**

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order, and annotated to show all changes made during the construction process. In addition, the Contractor shall note any differences between locations of underground

existing facilities shown in the plans and the actual location located during construction. These record documents shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the work.

#### **C-10 CONTRACTOR/SUBCONTRACTOR/SUPPLIER LEGAL DISPUTES**

Any fees, expenses, charges, fines or other costs borne by the Owner as a result of legal disputes or lawsuits between the contractor and his subcontractors, or between the contractor and his suppliers, shall be deducted from monies due or which may thereafter become due the contractor.

#### **C-11 GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of final acceptance of the work. The Contractor will be responsible for all costs associated with construction observation and oversight for the repair work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting there, which shall appear within a period of 12 months from the date of the acceptance of the repair work.

#### **C-12 CONTRACTOR'S RELEASE AND AFFIDAVIT**

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

#### **C-13 SUBMITTALS**

The Contractor shall prepare and submit information required by the individual Specification sections sufficiently in advance of the related work to allow an appropriate review time by the Engineer. The types of submittals are indicated in the individual Specification sections.

During the preconstruction conference, the Contractor shall review his submittal schedule and procedures, including notifying the Engineer whether electronic submittals or paper submittals will be provided for all submittal packages in the project. Mixing of package types will not be allowed. The Contractor shall provide one of the following submittal package types:

1. Submit electronic submittals via email as PDF electronic files directly to the Engineer's designated representative, or post these PDF electronic files directly to the Engineer's FTP site specifically established for this project. Electronic submittals shall be in Adobe Acrobat (\*.PDF) format and shall be legible when printed.
2. Submit six (6) paper submittal copies via mail or other courier service to the Engineer's designated representative.

Submittals shall be neat, organized, and easy to interpret. Assemble complete submittal package into a single indexed electronic file or hard cover bound book, incorporating submittal requirements of an individual Specification section, the transmittal form with unique submittal numbering system, and electronic links or tabs enabling navigation to each item. Unless approved otherwise by the Engineer, all submittals for the individual Specification section shall be submitted at one time.

Submittals must come directly from the Prime Contractor; submittals from subcontractors or suppliers will not be reviewed.

Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review. Faxed submittals or submittals with extremely small or otherwise unreadable print will not be accepted. Submittals not required by the Contract Documents will be returned by the Engineer without action.

The Contractor shall be responsible for payment of any subsequent submittal reviews beyond the second iteration of a specific item as indicated by the construction submittal log. In this event, the Owner's representative shall conduct the submittal review and payment for the submittal review shall be directly deducted from the Contractor's payment. The Contractor shall pay for additional submittal reviews at the Owner's contract rate.

The Contractor shall retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Engineer's submittal review stamp with comments form.

Resubmittals shall continue the unique, sequential, submittal numbering system. Resubmittals without unique numbering, example resubmittals transmitted as 005A or 005REV, are unacceptable and will be returned un-reviewed.

The Contractor will implement, in conjunction with the Engineer and LRNA Manager of Construction, project-specific procedures/policies for construction management services during construction to assist in obtaining completed Projects in accordance with the purpose and intent of the construction documents including, but not limited to the following:

1. Use web based Construction Management Software (EADOC) provided to the Contractor. Access to this system will be provided at no cost to the Contractor by LRNA.
2. Ensure that ALL Subcontractors, and any other project participants use the EADOC Construction Management Software provided by LRNA. Access to this system will be provided at no cost to each by LRNA.

#### **C-14 STORMWATER POLLUTION PREVENTION PLAN**

Refer to Technical Specification C-105.

#### **C-15 TEST BORINGS/SUBSURFACE INFORMATION**

Soil characteristics provided in any soil reports, or as shown on boring logs, are representative only at the location of the sample taken, and neither the Owner, Engineer nor Engineer's consultants will be responsible for variations in the soil characteristics at other locations. Any subsurface information or geotechnical reports made available to Contractor was obtained and intended for the Owner's design and estimating purposes only. Such reports and drawings are not Contract Documents.

The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or (3) any Contractor interpretation or other conclusion drawn from any data, interpretations, opinions, or information.

**C-16 WAGE RATES**

The Davis Bacon minimum wage rates for this project are applicable and included in Section M of this Contract:

**END OF SPECIAL PROVISIONS**

---

**RELEASE OF LIEN**

FROM: Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

TO: Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the

\_\_\_\_\_

project.

Contractor's Signature: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

FROM: Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

TO: Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the

\_\_\_\_\_

project have been fully satisfied.

Contractor's Signature: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated: \_\_\_\_\_

Surety Company: \_\_\_\_\_

By: \_\_\_\_\_  
Resident Agent, State of Texas

***TECHNICAL SPECIFICATIONS***

**ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)**DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. 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: Taxiway A Rehabilitation

Contractor: \_\_\_\_\_

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

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety Plan Compliance Document.

<b>Owner:</b>	
<b>Contact:</b> Alex Rupp, Airport Manager	<b>Phone:</b> 409-719-4900
<b>Engineer:</b>	
<b>Project Manager:</b> Jason Frank	<b>Phone:</b> 713-395-4282
<b>Project Engineer:</b> Ken Rutabana	<b>Phone:</b> 214-619-9016
<b>Construction Observer:</b> TBD	<b>Phone:</b>
<b>Materials Testing:</b> TBD	<b>Phone:</b>
<b>Contractor:</b>	
<b>Project Manager:</b>	<b>Phone:</b>
<b>Superintendent:</b>	<b>Phone:</b>
<b>Subcontractors:</b>	<b>Phone:</b>

Yes \_\_\_\_\_ No \_\_\_\_\_

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. **Section 3 - Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

4. **Section 4 - Protection of Navigational Aids (NAVAIDS):** This project shall be completed in

accordance with Section 4 "Protection of Navigational Aids (NAVAIDS)" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 "Contractor Access" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 "Wildlife Management" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 "Foreign Object Debris (FOD) Management" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 "Hazardous Materials (HAZMAT) Management" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 "Notification of Construction Activities" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 "Inspection Requirements" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 "Underground Utilities" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 "Penalties" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13 "Special Conditions" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

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

with 14 "Runway and Taxiway Visual Aids" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 "Marking and Signs for Access Routes" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 "Hazard Marking and Lighting" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

17. **Section 17 – Work Zone Lighting for Nighttime Construction:** This project shall be completed in accordance with Section 17 "Work Zone Lighting for Nighttime Construction" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

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 Section 18 "Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

19. **Section 19 – Other Limitations on Construction:** This project shall be completed in accordance with Section 19 "Other Limitations on Construction" of the approved Construction Safety Plan Compliance Document.

Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: \_\_\_\_\_  
Contractor's Authorized Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title of Contractor's Representative

**END OF ITEM SS-101**

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**ITEM SS-110 STANDARD SPECIFICATIONS****GENERAL**

**110-1.1** The standard specifications adopted by the Texas Department of Transportation (November 1, 2014) are bound in a book titled "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges". These specifications are referred to herein as "Standard Specifications." The latest edition shall apply. A copy of these "Standard Specifications" may be purchased or downloaded by going to the Texas Department of Transportation's web page, <http://www.txdot.gov>, contacting Support Services Division, or calling the Texas Department of Transportation's Support Services Division. For additional information on specifications or information on Departmental Materials Specifications (DMS), Material Producer Lists (MPL), Test Procedures, Material Inspection Guide, and other materials information, go to <http://www.txdot.gov>.

**INCORPORATION AND MODIFICATION**

**110-2.1** Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

**110-2.2** Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

**110-2.3** Individual material test numbers change from time to time. Use the latest applicable test.

**110-2.4** Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

**END OF ITEM SS-110**

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## 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 of 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 item "Construction Safety and Security" shall include:

1. Lighted Barricades, Closed Taxiway Markers, and Lighted Runway Markers
2. Temporary Relocated Threshold
3. Temporary Signs
4. Airport Security Requirements
5. Airport Safety Requirements

### CONSTRUCTION METHODS

120-2.1 LIGHTED BARRICADES, CLOSED TAXIWAY MARKERS, AND LIGHTED RUNWAY MARKERS.

The Contractor shall furnish, install, maintain, and remove closed taxiway markers, lighted runway markers, and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed taxiway markers shall be aviation yellow, nylon-reinforced vinyl. The markers shall be secured to the pavement/ground as shown on the plans and as directed by the Engineer. The lighted runway markers and barricades shall be constructed and installed as shown on the plans. All lighted barricades, closed taxiway markers, and lighted runway markers shall be constructed in accordance with AC 150/5370-2G Operational Safety on Airports During Construction.

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

120-2.2 TEMPORARY RELOCATED THRESHOLD. Before commencing work within the air operations areas the Contractor shall temporarily relocate the Runway 18-36 thresholds as shown in the Plans. The Contractor shall furnish, install and maintain the temporary threshold in accordance with details on the Plans. The Contractor shall accomplish the relocation of the threshold within one 8-hour work shift. The Contractor shall remove the temporary threshold when work is complete within the safety area, and as directed by the sequence of construction in the Plans and by the Engineer.

Before relocating the threshold, the Contractor shall perform a Megger test from the regulator serving the runway in the presence of the Owner/Engineer. Data from the test shall be reported in writing to the Owner/Engineer. The Contractor shall determine the appropriate method of disabling the lights on the closed portion of the runway and shall verify the circuit prior to re-energizing. Strict adherence to OSHA Lockout/Tagout procedures is mandatory. The Contractor will be held responsible for any damage to the lighting system caused by his operations. Following restoration of the lighting system to its original/final configuration, the Megger test procedure shall be repeated by the Contractor in the presence of the Owner/Engineer, and the results of the test reported in writing to the Owner/Engineer.

All work involved in the furnishing, fabrication, installation, maintenance, and removal of the temporary relocated threshold, unless otherwise noted below, will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

Pavement markings for the temporary relocated threshold shall be paid for under P-620.

Temporary relocated threshold lights and any electrical connections required to maintain the temporary relocated threshold shall be considered part of SS-310 "Temporary Airfield Lighting."

**120-2.3 TEMPORARY SIGNS.** The Contractor shall furnish, install, maintain, and remove temporary signs in accordance with details on the plans and as directed by the Engineer. All temporary signs shall be constructed in accordance with AC 150/5370-2 Operational Safety on Airports During Construction, latest edition. All work involved in the furnishing, installation, maintenance, and removal of temporary signs will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

**120-2.4 AIRPORT SECURITY REQUIREMENTS.** The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

**120-2.5 AIRPORT SAFETY REQUIREMENTS.** The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP). All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Construction Safety and Security."

#### MEASUREMENT AND PAYMENT

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

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1          Construction Safety and Security - per Lump Sum

**END OF ITEM SS-120**

## ITEM SS-130 TRENCH AND EXCAVATION SAFETY SYSTEMS

### DESCRIPTION

130-1.1 This section covers trench and excavation safety system required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart "P", a copy of which may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

### NOTIFICATIONS REQUIRED

130-2.1 The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.

The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b)(2) for the purpose of locating utilities and underground installations.

### EXISTING STRUCTURES AND UTILITIES

130-3.1 Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the owner of the structure or utility and the Project Owner.

### MEASUREMENT AND PAYMENT

130-4.1 The work required by this item will be paid for at the lump sum price bid for "Trench and Excavation Safety Systems", which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work. After award of the contract, the Contractor shall submit to the Engineer a breakdown of cost for work involved in the lump sum price bid for "Trench and Excavation Safety Systems" and shall, with each periodic payment request, submit a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-130-4.1            Trench and Excavation Safety Systems - per Lump Sum

**END OF ITEM SS-130**

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## ITEM SS-300 BASIC ELECTRICAL REQUIREMENTS

### DESCRIPTION

300-1.1 This item shall consist of furnishing and installing complete electrical systems as defined in the plans and in these specifications. The work includes the installation, connection and testing of new electrical systems, equipment, and all required appurtenances to construct and demonstrate proper operation of the completed electrical systems.

300-1.2 The Contractor shall maintain current copies of all referenced and applicable standards on the job site. The Contractor is responsible to make known to the RPR any conflict between plans and specifications that he observes or of which he is made aware.

300-1.3 This work shall consist of lockout/tagout and constant current regulator calibration procedures at the airport electrical vault in accordance with the design and details shown in the plans and in compliance with these specification documents.

### EQUIPMENT AND MATERIALS

#### 300-2.1 STANDARDS.

- a. Applicable National Fire Protection Association (NFPA) codes, including but not limited to:
  - (1) NFPA 70 - National Electrical Code.
  - (2) NFPA 70E - Standard for Electrical Safety in the Workplace.
  - (3) NFPA 101 - Life Safety Code.
  - (4) Internet Website: <http://www.nfpa.org>
- b. Applicable Code of Federal Regulations (CFR) codes, including but not limited to:
  - (1) 29 CFR 1910 - Occupational Safety and Health Standards (OSHA)
  - (2) 29 CFR 1926 - Safety and Health Regulations for Construction.
  - (3) Internet Website: <http://www.gpoaccess.gov/cfr/index.html>
- c. ANSI/IEEE C2 - National Electrical Safety Code.
- d. NECA 1 - Standard for Good Workmanship in Electrical Construction.
- e. Applicable Federal, State and Local Electrical Codes.
- f. Applicable Federal, State and Local Energy Codes.
- g. Applicable Federal, State and Local Building Codes.
- h. Applicable Federal, State and Local Fire Codes.
- i. Applicable City Electrical Code.
- j. Applicable City Ordinances pertaining to electrical work.
- k. Applicable Federal, State and Local - Environmental, Health and Safety Laws and Regulations.

Contractor shall utilize the most current editions of standards, which are current at time of bid and as recognized by the Authority Having Jurisdiction for the respective standard.

#### 300-2.2 GENERAL.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified and listed under Advisory Circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, current version on the date that the submittals are received by the RPR. When an equipment advisory circular is being updated and two equipment lists for the same specific equipment are listed in the current certified equipment AC 150/5345-53 addendum, only that equipment qualified to the latest advisory circular will be acceptable.

b. Airport lighting equipment and materials shall also meet the Buy American Preference requirements in 49 USC 50101 and the Aviation Safety and Capacity Expansion Act. The equipment shall be approved and listed on the FAA "Equipment Meeting Buy American Requirements" list located at [www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/), current version on the date that the submittals are received by the RPR, or the Contractor may submit a signed formal letter from the manufacturer that clearly lists the specific equipment, model number, location where it is manufactured, and statement certifying that the equipment and/or materials meet the Buy American Preference requirements.

c. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR. All equipment and materials shall be new and meet applicable manufacturer's standards. All electrical components and products shall be tested and listed by an OSHA accepted, nationally recognized testing laboratory (NRTL) to conform to the standards indicated in these contract documents and to the industry standards required in the NEC, NEMA, IEEE, UL, and applicable FAA advisory circulars.

d. Manufacturer's certifications shall not relieve the Contractor of the Contractor's responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

e. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise, and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

f. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the Contract Documents plans and specifications. The RPR reserves the right to reject all equipment, materials, or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

g. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

(1) All LED light fixtures, except for obstruction lighting, shall be warranted by the manufacturer for a minimum of 4 years after date of installation, final acceptance testing by the RPR, and Owner's beneficial use of the equipment, inclusive of all electronics. Refer to FAA Engineering Brief No. 67D for additional requirements.

h. After approval of submitted equipment, the Contractor shall supply the following Operation and Maintenance Manual documentation to the Owner. Two (2) complete sets of documentation shall be supplied for each model of equipment. The documentation shall be securely bound in heavy-duty 3-ring binders. The information for each piece of equipment shall be indexed using typewritten label tabs. The spine of each binder shall have a typewritten label, which indicates the included equipment types. The documentation shall include:

- (1) Approved Submittals and Shop Drawings
- (2) Cable Splicer Qualifications, Type and Voltage
- (3) State Contractors License with Electrical Classification
- (4) Master, Journeyman and Apprentice Electrician Licenses and Certifications
- (5) Lockout/Tagout Program
- (6) Installation Manuals
- (7) Operation Manuals
- (8) Maintenance Manuals
- (9) Parts Lists, including recommended spare parts. Recommended spare parts shall be furnished with the respective equipment.
- (10) Ground Rod Impedance Test Reports
- (11) Insulation Resistance Test Reports
- (12) Regulator Load and Calibration Reports for testing, checking, and adjusting all regulators in the electrical vault

i. After approval of the O&M Manuals, the Contractor shall provide three (3) complete electronic copies of all documentation in Adobe PDF file format on CD-R (non-rewriteable) discs storage media. The electronic files shall contain searchable text and include a hyperlink index for ease in locating information with the PDF file.

j. All requirements herein Item SS-300 shall be applicable to all referenced sections in these contract documents and applicable to all sections, which reference Item SS-300.

k. The Contractor is the single source of responsibility for the installation and integration of the airport's lighting, power, and control systems. New airport lighting equipment and materials shall be fully compatible with all other new and existing airport lighting equipment and systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the RPR and compatible with the remainder of the airport lighting system.

### 300-2.3 OPERATION AND MAINTENANCE DATA.

Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment. Provide bound hard copies and electronic copies as noted in section 300-2.2.

a. Certificate of Substantial Completion, Release and Contractor's Affidavit, executed copies.

b. Final approved equipment submittals, including product data sheets and shop drawings, clearly labeled.

c. Installation manuals: Description of function, installation and calibration manuals, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.

d. Operations manuals: Manufacturer's printed operating instructions and procedures to include start-up, break-in, routine, and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; and all programming and equipment settings.

e. Maintenance manuals: Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.

f. Service manuals: Servicing instructions and lubrication charts and schedules, including the names and telephone numbers of personnel to contact for both routine periodic and warranty service for equipment and materials provided under this Specification.

g. Final test reports, clearly labeled, including but not limited to, insulation resistance test reports, ground rod impedance test reports, cable pulling tension values logs, and equipment certification tests.

h. Final certified calibration sheets for all equipment and instruments.

i. Preventive maintenance programs for the visual aid facilities and equipment installed in this project, including the applicable equipment sections within Chapter 5 "Preventive Maintenance" from AC 150/5340-26 (latest edition) "Maintenance of Airport Visual Aid Facilities".

### 300-2.4 WIRE.

Unless otherwise indicated, conductors No. 10 AWG and smaller shall be solid, and conductors No. 8 AWG and larger shall be stranded.

For electrical work of 600 volts or less, all conductors, terminations, terminal blocks, lugs, connectors, devices, and equipment shall be listed, marked, and rated 75 degrees C minimum unless otherwise noted.

Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway. Pull ropes and pull wires shall have sufficient tensile strength for the cable(s) to be pulled and installed. Damaged cable or raceway shall be replaced at no additional cost to the Owner. Calculate and do not exceed the maximum allowable pulling tension or maximum allowable sidewall bearing pressure for all conductors and cables.

Install pull wires in empty raceways. Use a polypropylene plastic line with not less than 200-pound tensile strength. Secure and leave at least 12 inches of slack at each end of pull wire to prevent it from slipping back into the conduit. Cap spare raceways with removable tapered plugs, designed for this purpose.

Colorable L-824 cable in solid non-fading colors shall not be used for permanent series circuit identification.

300-2.5 TAPE. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88, respectively, as manufactured by the Minnesota Mining and Manufacturing Company, or an approved equal.

The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

Copies of the National Electrical Code may be obtained from the National Fire Protection Associations, Inc., One Batterymarch Park, Quincy, Massachusetts 02269.

300-2.6 CONCRETE. Concrete shall conform to Item P-610, Concrete for Miscellaneous Structures, with a minimum 28-day compressive strength of 4000 PSI (unless otherwise noted) using 1-inch (25-mm) maximum size coarse aggregate, as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39.

Flowable backfill material may only be used where specifically indicated in the Plan details.

## **CONSTRUCTION METHODS**

300-3.1 LOCKOUT/TAGOUT PROGRAM. The Contractor shall provide a complete copy of an electrical energy source Lockout/Tagout Program to the Owner, with copy to the RPR. The document shall clearly

identify the on-site master electricians and their contact information, including office and mobile telephone numbers.

The Lockout/Tagout Program shall comply with Part 1910 – Occupational Safety and Health Standards (OSHA) Subpart S – Electrical, and meet the requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout), including requirements listed in 1910.331 through 1910.335.

Implementation of the Lockout/Tagout Program and all other related safety requirements are the sole responsibility of the Contractor.

**300-3.2 SAFETY PROGRAM.** The Contractor shall implement an electrical safety program that complies with NFPA 70E and 29 CFR 1926.

Implementation of the Electrical Safety Program, determining and providing proper Personal Protective Equipment (PPE), training and enforcing personnel to wear the prescribed PPE, conducting work area safety inspections (including correcting deficiencies), and all other related safety requirements are the sole responsibility of the Contractor.

All work involved in the preparation and implementation of the safety program will not be measured for separate payment but will be considered subsidiary to the lockout/tagout bid item.

**300-3.3 PRECONSTRUCTION MEETING.**

A preconstruction meeting will be held with the Airport, FAA, RPR and Contractor, prior to any work. Complete submittals and shop drawings will be submitted at this time for review. An equipment procurement schedule will be provided by the Contractor with an anticipated field construction start date. The progress construction schedule will be submitted for review each week and shall outline all installation, testing and demolition work.

**300-3.4 GENERAL.**

The Contractor shall be responsible for coordinating all electrical work with the Utility. The Contractor shall provide temporary service conductors and raceway system. The Contractor shall then provide and connect permanent service conductors and raceway system after the completion.

All secondary conductors and controls, signaling and lighting shown in or on buildings are included in this project. Electrical service shall be extended from the service equipment as indicated.

In general, the various electrical equipment and material to be installed by the various trades under this specification shall be run as indicated, as specified herein, as required by particular conditions at the site, and as required to conform to the generally accepted standards to complete the work in a neat and satisfactory manner. The following is a general outline concerning the running of various systems and is to be expected where the drawings or conditions at the buildings necessitate deviating from these standards.

The drawings and specifications are complementary; any work required by one, but not by the other, shall be performed as though required by both.

The Contractor shall maintain copies of all equipment installation manuals on site during construction.

All conduits shall be run exposed in the equipment rooms or run concealed as indicated.

The construction details of the building are illustrated on the drawings. Each Contractor shall thoroughly acquaint himself with the details before submitting his bid as no allowances will be made because of the Contractor's unfamiliarity with these details.

The electrical plans do not give exact locations, etc., and do not show all the offsets, control lines, junction boxes, and other installation details. Each Contractor shall carefully lay out his work at the site to conform to the job conditions, to conform to details of installation supplied by the manufacturers of the equipment to be installed, and thereby to provide complete operating systems.

The electrical plans show diagrammatically the locations of the various electrical outlets and apparatus and the method of circulating and controlling them. Exact locations of these outlets and apparatus shall be determined by reference to the general plans and to all detail drawings, etc., by measurements at the buildings, and in cooperation with other crafts, and in all cases shall be subject to the approval of the RPR. The RPR reserves the right to make any reasonable change in location of any outlet or apparatus before installation, without additional cost to the Owner.

These Specifications and the accompanying Drawings are intended to cover systems which will not interfere with the structure of the buildings, which will fit into the several available spaces, and which will insure complete and satisfactory systems. Each bidder shall be responsible for the proper fitting of his material and apparatus into the buildings.

Should the particular equipment which any bidder proposes to install require other space conditions than those indicated on the Drawings, he shall arrange for such space with the RPR before submitting his bid. Should changes become necessary because of failure to comply with this clause, the Contractor shall make such changes at the Contractor's expense.

Should the particular equipment which any bidder proposes to install require other installation methods, such as larger light base junction structures, etc., he shall include all such equipment and appurtenances in his bid. Should changes become necessary because of failure to coordinate equipment requirements and comply with this clause, the Contractor shall make such changes at the Contractor's expense.

The Contractor shall be responsible to see that each party furnishes electrical equipment which meets the electrical requirements specified herein and that all systems work together to produce the specified operation.

Where two or more units of the same kind or class of equipment are required, these shall be products of a single manufacturer; however, the component parts need not be the products of one manufacturer.

Each Contractor shall submit working scale drawings of all his apparatus and equipment which in any way varies from these Specifications and Plans, which shall be checked by the RPR and approved before the work is started, and interferences with the structural conditions shall be corrected by the Contractor before the work proceeds.

Electrical equipment, such as switchgear, switchboards, panelboards, load centers and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

All electrical equipment shall be securely mounted as indicated in the plans, as required by the contract specifications, as required by guidelines and codes, and as required by the manufacturer using hardware compliant with the environmental conditions.

Interior components of electrical enclosures shall be securely mounted using appropriate hardware within the enclosure. Adhesives or adhesive tapes/strips are not allowed and are prohibited.

Electrical components, including but not limited to, relays, circuit boards, electronics, etc., shall be installed within approved enclosures.

The Contractor shall keep ends of conduits, including those extending through roofs, equipment and fixtures covered or closed with caps or plugs to prevent foreign material from entering during construction.

Where portions of raceways are known to be subjected to different temperatures, where condensation is a problem, and where passing from interior to exterior of a building, the portion of raceway or sleeve shall be filled with an approved material to prevent the circulation of air, prevent condensation, and prevent moisture entry. Sealing of raceways shall not occur until after the conductors and cables have been installed, tested, and accepted by the RPR.

The Contractor shall install any temporary lines and connections required to maintain electric services and safely remove and dispose of them when complete.

All temporary wiring shall conform to OSHA standards. Remove temporary services when work is complete. Any damage to electrical equipment caused by the Contractor shall be repaired at no cost to the Owner.

All non-current carrying parts and neutrals shall be grounded as indicated on the Drawings or as required by the Codes.

White and/or gray outer finish conductors may only be used as grounded conductors or neutral conductors in accordance with NEC.

Install insulated green equipment grounding conductors with all feeder and branch circuits.

Provide separate insulated equipment grounding conductors from grounding system to each electrical equipment, telecommunication equipment, other special electrical system equipment, and appurtenance item location in accordance with NFPA 70 and other applicable standard requirements.

The bidder shall inspect the site, thoroughly acquaint himself with conditions to be met and work to be accomplished. Failure to comply with this shall not constitute grounds for any additional payments.

Where electrical equipment is installed that causes electrical noise interference with other systems either existing or installed under this contract, the offending equipment shall be equipped with isolating transformers, filters, reactors, shielding, or any other means as required for the satisfactory suppression of the interferences, as determined by the RPR.

All junction boxes, expansion joints, flexible connections, instruments and similar items requiring servicing or repairs shall be installed in an accessible location.

All salvage and equipment removed by the work shall remain the property of the Owner. Material removed from the project shall be stored on the project site where and as directed. Debris shall be removed from the job site and disposed of by the Contractor.

The Contractor shall always maintain his work area clean and orderly. Debris shall be removed promptly. The electrical system shall be thoroughly cleaned inside and outside of all enclosures to remove all metal shavings or other work debris, dust, concrete splatter, plaster, paint, and lint.

The Contractor shall do all excavating and backfilling made necessary by electrical work and shall remove all surplus or supply any earth required to establish the proper finished grade.

The Contractor shall do all cutting and patching made necessary by electrical work, but in no case shall he cut through or into any structural member without written permission of the RPR.

All steel conduits, supports, channels, fittings, nuts, bolts, etc. shall be galvanized, corrosion-resistant type unless otherwise noted.

An approved anti-seize compound shall be used on all threads to prevent equipment and thread damage.

Equipment shall be installed in accordance with manufacturer's recommendation. Make all final electrical connections and coordinate all items with other trades.

Correct unnecessary damage caused due to installation of work, brought about through carelessness or lack of coordination. All openings, sleeves, and holes to be properly sealed, fire proofed and waterproofed. Any water leaks arising from project construction will be immediately corrected to the satisfaction of the Owner and the RPR.

300-3.5 POWER SUPPLY EQUIPMENT. Electrical equipment, such as switchgear, switchboards, panelboards, load centers, and other power supply equipment, shall not be used as a common enclosure, pull box or junction box for routing conductors of different systems, unless the equipment is specifically designed for this purpose and indicated as such on the Plans.

If shown in the plans, the power supply equipment shall be set on concrete housekeeping pads to provide a minimum space of 3-1/2 inches between the equipment and the floor. All equipment shall be secured to the floor or wall in accordance with the manufacturer's recommendations and these contract document requirements.

300-3.6 DUCT AND CONDUIT. Conduits shall be galvanized rigid steel unless otherwise indicated or specified. Refer to one-line diagram conduit notes for specific requirements.

Conduit runs shall be one trade size continuously with no reducers allowed. Changing of conduit size is only permitted at manholes, handholes, and boxes and conduit bodies used as outlet, device, junction, or pull boxes, including approved, listed fittings with removable covers.

Use an approved, listed adapter/coupling to convert to other types of conduit. Reducer couplings are not allowed.

For underground service entrance, feeder and branch circuit raceways, offsets and bends over 30 degrees and elbows in Schedule 40 PVC conduit runs shall be Schedule 80 PVC conduit. Underground service entrance PVC conduits shall be concrete encased unless otherwise noted. Underground PVC conduits shall be concrete encased under driveways, roadways, parking lots and other paved areas.

Non-encased conduits shall convert to concrete encased ducts under all paved areas and shall extend at least 3 feet beyond the edges of the pavement unless otherwise noted.

The Contractor shall provide a staked centerline or offset for the duct and manhole system - utilizing the drawings and a site inspection of the existing grounds, grades, and utility crossings. The Owner and RPR shall approve the staking plan that shall be indicated on a drawing submitted for approval before starting any excavation for the ducts. The staking plan shall indicate the proposed location, elevation, and dimensions of manholes and handholes. The RPR reserves the right to adjust duct, manhole and handhole locations and elevations before installation at no additional cost to the Owner.

The bottom surface of trenches shall be essentially smooth and free from coarse aggregate.

Install grounding-and-bonding type bushings and bonding jumpers on all service entrance conduits and on all feeder and branch circuit conduits.

Use conduit bushings at each conduit termination. Where No. 4 AWG or larger ungrounded wire is installed, use insulated bushings.

When EMT is allowed, utilize only steel compression fittings. Die-cast and set-screw fittings shall not be used.

Use double lock nuts at each conduit termination. Use weather tight hubs in damp and wet locations. Sealing lock nuts shall not be used.

Grounding continuity to rigid metal conduit shall be accomplished by grounding bushings/adapters with lugs for connection to grounding counterpoise and/or grounding electrode conductor as defined by NEC.

All exposed wiring shall be run in not less than 1/2 inch (12 mm) galvanized rigid steel conduit. All conduits shall be installed to provide for drainage. Conduit shall be attached to wooden structures with galvanized pipe straps and fastened with galvanized wood screws not less than No. 8 nor less than 1-1/4 inches (31 mm) long. There shall be at least two fastenings for each 10-foot (3 m) length.

Existing ducts may require clearing before use. It is the responsibility of the Contractor to locate the existing ducts, identify empty or partially empty conduits and clear the conduits as required. Where new cable is to be installed in existing duct, the full length of the duct shall be cleared of debris by mechanical means before the installation of the new cable. Acceptable methods of clearing existing ducts include "hydro-jetting" and "roto-rooting." All existing cables in each re-used duct shall be replaced for the length of the duct and properly spliced in a method approved by the RPR. Clearing of existing duct banks or conduits is incidental to the cable pay item.

Dedicated ground rods shall be installed and exothermically welded to the counterpoise wire at each end of a duct bank crossing under pavement.

For concrete markers, the impression of letters shall be done in a manner, approved by the RPR, to affect a neat, professional appearance. The letters shall be stenciled neatly. After placement, all markers shall be given one coat of high-visibility aviation orange paint, as approved by the RPR.

Existing concrete markers or survey pins for runway thresholds, duct/conduit/cable/splice markings, utility line markings, taxiway points of tangency markings, or other similar items shall be removed and reinstalled or replaced, depending on the project work requirements, as required by a registered professional surveyor to the satisfaction of the Owner and the RPR.

#### 300-3.7 JUNCTION BOXES.

Junction cans shall have both internal and external ground lugs. Size (diameter) and depth shall be as specified in the plans.

Galvanized cans shall have an external ground lug for mechanical connection/bolting ground clamps bonding.

300-3.8 BACKFILL, COMPACTION, AND RESTORATION. Refer to the backfill, compaction and restoration requirements within Item P-152 where other compaction requirements are specified (under pavements, embankments, etc.)

Trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Backfilling from two directions will not be allowed. No backfilling will be accomplished without the approval of the RPR or Construction Observer. The Contractor shall ensure all trenches are inspected prior to being covered and prior to encasement. Any uninspected trenches which are prematurely covered shall be exposed for inspection at the RPR and Owner's convenience at no additional cost to the Owner. The Construction Observer will coordinate with the Contractor for advance scheduling of trench inspection.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD) and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

All concrete/asphalt pavement removal and repair work shall be installed as separate pay items in accordance with Specification P-101 Preparation/Removal of Existing Pavements.

The subgrade below the removed pavement shall be compacted to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D2922. Subgrade preparation will not be measured for separate payment, but will be considered subsidiary to Specification P-101 Preparation/Removal of Existing Pavements.

**300-3.9 CABLE AND UTILITY COORDINATION.** The existing and the proposed locations of lighting cable are approximate. The Contractor shall be responsible for field locating and identifying the existing lighting circuits to determine their exact routing. The Contractor shall also be responsible for maintaining the lighting systems in a working condition until the new lighting circuits have been installed and tested. The Contractor shall proactively and expeditiously accomplish this cable identification work prior to performing any modifications to the lighting circuits. Coordinate identification work with the Owner and RPR and make all corrections, additions, etc. on the as-built drawings.

Underground cable and utilities exist within and adjacent to the limits of construction. An attempt has been made to locate these cables and utilities on the Plans. All existing cable and utilities may not be shown on the Plans and the location of the cables and utilities shown may vary from the location shown on the Plans. Prior to beginning of any type of excavation, the Contractor shall contact the utilities, the airport maintenance staff, FAA field personnel and other organizations as required and make arrangements for the location of the utilities on the ground. The Contractor shall maintain the cable and utility location markings until they are no longer required.

The Contractor shall replace or repair any underground cable or utility that has been damaged by the Contractor during excavation to the satisfaction of the owner of the cable or utility at no additional cost to the Owner.

The Contractor shall be responsible for all coordination work associated with existing and new utilities, their marking, their identification, proposed outages/shutoffs, connections, cutovers, etc.

**300-3.10 WIRING.** The Contractor shall furnish all labor and materials and shall make complete electrical connections in accordance with the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code.

Provide color-coding for phase identification.

Colors for 240/120V Circuits:

- a. Phase A: Black
- b. Phase B: Red
- c. Neutral: White

Colors for 208Y/120V Circuits:

- a. Phase A: Black
- b. Phase B: Red
- c. Phase C: Blue
- d. Neutral: White

Colors for 480Y/277V Circuits:

- a. Phase A: Brown
- b. Phase B: Orange
- c. Phase C: Yellow
- d. Neutral: Gray

All new electrical cable shall be marked using color-coded plastic electrical tape, which is specifically designed for application on polyethylene-jacketed cable. The tape shall be applied as detailed on the Plans. Marking tape shall be Scotch 35 Vinyl Plastic tape or approved equal.

300-3.11 MARKING AND LABELING. Properly identify all electrical equipment.

Wire/Cable Designation Tape Markers:

a. Indoor Dry Locations: UL Recognized Materials, vinyl or vinyl-cloth, self-adhesive, wraparound, self-laminating, cable/conductor markers with computer printer-generated numbers and letters, minimum 1" width. Provide Brady B-427 with thermal transfer print type or approved equal.

b. Outdoor Locations and Indoor Wet and Damp Locations: White polyolefin, non-adhesive, full circle, heat-shrinkable sleeve, cable/conductor markers with computer printer-generated numbers and letters, minimum 1" width. Provide Brady B-342 with thermal transfer print type or approved equal.

Properly identify all electrical equipment, including but not limited to the following:

- a. Switchgear, switchboards, and control panels.
- b. Main distribution panel and individual devices within it.
- c. Panelboards and individual devices within it.
- d. Safety switches and disconnects.
- e. Contactors and lighting control center, including all branch circuits.
- f. Individually mounted circuit breakers.
- g. Starters and relays.
- h. Transformers.
- i. Generators and automatic transfer switches.

Use permanently attached black phenolic plates with 3/8" white engraved lettering on the face of each, attached with minimum two sheet metal screws. Starters and relays connected under this Specification shall be identified whether furnished under this Specification or under other Specifications of this contract. Plates shall be indoor or outdoor rated as required by installation location.

Panelboard identification plates shall indicate panel by identification name, voltage system, ampacity rating and type, AIC rating, and feeder source description.

Identify each receptacle, light switch, junction box, etc. with panelboard identification and circuit number. For all wiring device covers, use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

Identify fire alarm junction boxes with red covers and mechanical control junction boxes with blue covers.

Install all identification as required by current adopted editions of the NFPA 70 - National Electrical Code and NFPA 70E - Standard for Electrical Safety in the Workplace.

300-3.12 REMOVAL AND RELOCATION OF EXISTING EQUIPMENT. The Contractor shall carefully remove all salvageable equipment as indicated on the Plans. Any equipment which is damaged during the removal operation shall be subject to a reduction in payment for removal of the equipment. All equipment which is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the RPR.

The Contractor shall carefully relocate existing equipment as indicated in the Plans. Any equipment that is damaged during the relocation operation shall be replaced at no additional cost to the Owner.

Any existing electrical equipment, conduit, cables, etc. that is damaged during construction shall be replaced at no additional cost to the Owner to the satisfaction of the Owner and the RPR.

300-3.13 5 KV AND UNDER 600V CABLE CONNECTIONS.

Cable splicing/terminating personnel shall be licensed electricians who have the minimum continuous experience in terminating/splicing medium voltage cable as listed in Item L-108. The qualifications for these airfield lighting cable splicers shall be submitted for review and approval by the RPR prior to any work. The RPR may request sample splices be performed in his presence by the proposed personnel to clearly demonstrate that they have the skill and experience to perform this work. Connector kits and cables shall be provided in sufficient quantity by the Contractor in demonstrating these qualifications at no additional cost to the Owner.

Field-attached plug-in splices using FAA certified L-823 plug and receptacle connector kits, properly sized to the cable being used, shall be installed as shown in the plans. This work shall include the taping and heat shrinking. Refer to Item L-108 for additional requirements.

As an option, the Contractor may utilize enhanced FAA certified L-823 connector kits, such as the Amerace 54Super Kit. These kits do not require taping or heat shrinking. These kits shall be installed in accordance with the manufacturer's installation requirements. Note that the mixing of connector kits is unacceptable. The Contractor shall clearly list and submit the connector kits he proposes to utilize on the project for approval prior to any field construction work, and he shall only install that type during construction unless otherwise noted by the RPR.

For under 600V cable connections of voltage powered circuits, splices whether direct buried or within an underground enclosure shall only utilize approved cast splices, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M Company, or an approved equivalent.

300-3.14 CERTIFICATION AND PERFORMANCE. Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and RPR, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the RPR and compatible with the remainder of the airport lighting system.

300-3.15 AS-BUILT DRAWINGS. The Contractor shall keep one (1) full-sized set of prints for As-Built Drawings at the site, in good order, and annotated to show all changes made during the construction process.

The Contractor shall locate all underground and concealed work, identifying all equipment, conduit, circuit numbers, motors, feeders, breakers, switches, and starters. The Contractor will certify accuracy by endorsement. As-Built drawings shall be correct in every detail, so Owner can properly operate, maintain, and repair exposed and concealed work.

The As-Built drawings shall indicate all control system labeling and marking.

The Contractor shall store the As-Built drawings on the site. Drawings shall not be rolled. Make corrections, additions, etc., with pencil, with date and authorization of change.

As-Built drawings must be submitted to RPR before project will be accepted.

Minor deviations from the Plans and Specifications shall be as approved by the RPR.

Upon completion of the installation, the Contractor shall adjust the systems to the satisfaction of the RPR.

### 300-3.16 TESTING.

**General Electrical Testing:** Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification and certify compliance with test parameters. Tests shall be conducted in the presence of the RPR and shall be to his/her satisfaction. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest. Perform infrared scan tests and inspections of service and power distribution equipment at the respective buildings and provide reports. Electrical equipment will be considered defective if it does not pass tests and inspections. Reports shall include notations of deficiencies, remedial action taken and observations after remedial action.

**System and Equipment Testing:** All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Test equipment and instruments utilized by the Contractor shall have been calibrated following the manufacturer's recommended schedule to verify their accuracy prior to performing the testing work. The Contractor shall provide instrument calibration certificates on test equipment when requested by the RPR. Retesting work due to inaccurate or defective instruments shall be performed by the Contractor to the satisfaction of the RPR at no additional cost to the Owner.

a. **Regulator Calibration:**

The Contractor shall check and calibrate both new and existing regulators utilizing the enclosed "Constant Current Regulator Calibration Report". Refer to the material section on constant current regulators for additional requirements.

New regulators are calibrated at the factory prior to shipping, while existing regulators typically need checks and calibrations on a routine basis so that they do not get out of tolerance. The intent is to check and/or calibrate these regulators using a high accuracy meter prior to energizing and placing the airfield lighting system in service.

Utilize a high accuracy true RMS ammeter with high accuracy clamp-on current probe when making these measurements (use round type probes, accuracy + or - 2% required, sized per the cable diameter and circuit ampacity to achieve the best accuracy). Adjust regulators per manufacturer's instructions to meet the output currents on each brightness step as listed in Tables 5-2 and 5-3 in AC 150/5340-26.

b. **Megger Testing:**

The Contractor shall perform megger testing on each existing regulator circuit prior to any work on the electrical system. This information shall be recorded and documented by the Contractor and submitted to the RPR. The Contractor shall perform megger tests on each regulator circuit after the acceptance test period. This acceptance test information shall be recorded and documented by the Contractor and submitted to the RPR. Megger test shall be performed in accordance with the requirements of Item L-108.

The Contractor shall submit his initial megger test reports on the enclosed "Insulation-Resistance-Test-Report" form prior to any work on the electrical system. This report shall

be submitted to the RPR and approved by the Owner prior to Contractor proceeding with his work.

After final acceptance testing has been completed, the Contractor shall complete and submit his final megger test reports to the RPR and insert copies of the initial and final megger test reports in the Operation and Maintenance Manuals.

Megger testing shall be performed using an insulation meter, such as a Fluke 1507 Insulation Resistance Multimeter, Ideal 61-797 Digital Insulation Meter, or approved equal having an insulation test range up to 10 Gigohms or greater.

Insulation resistance testers for 5kV series circuits shall utilize the 1000V DC source output for testing. The test equipment shall be submitted for review and approval by the RPR prior to performing the tests.

The Contractor shall be responsible to maintain an insulation resistance equal to minimum 80% of the initial testing value through the end of the contract warranty period. This requirement is based on AC 150/5340-26C which states that resistance values inevitably decline over the service life of the circuit and that a 10-20 percent decline per year is considered normal. Note that AC 150/5340-26C cancels AC 150/5340-26B; thus, refer to the current edition of the maintenance AC for requirements in this project.

For existing circuit insulation resistance requirements, refer to "Existing Circuits" section of Item L-108.

The insulation resistance to ground for 600V rated cables shall be not less than 100 Megohms when measured per NETA standards.

The installations shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings in accordance with manufacturer's requirements. Testing equipment shall be furnished by the Contractor.

c. Ground Rod Impedance Testing:

The enclosed "Ground Rod Impedance Test Report" form shall be used, and testing shall be performed in the presence of the RPR.

As-Built drawings shall indicate the location of all installed ground rods. Each ground rod shall have a unique identifier that corresponds with its submitted ground impedance test report.

Three-pole fall-of-potential testers that can measure the ground resistance of a ground rod using auxiliary electrodes (staked testing), such as a Fluke 1621 Earth Ground Tester, shall be used for testing individual dedicated equipment ground rods at fixtures and equipment, or for testing isolated counterpoise ground rods not yet connected to the counterpoise wire.

Clamp-on testers that can measure the ground resistance of a ground rod without using auxiliary ground rods (stakeless testing), such as a Fluke 1630 Earth Ground Clamp Meter or approved equal, shall be used for testing counterpoise ground rods which have already been connected to the counterpoise wire, or ground ring ground rods which have already been connected to the established ground ring system.

Ground impedance test equipment shall be submitted for review and approval by the RPR prior to performing the tests.

If the ground rod's impedance exceeds 25 ohms, an additional rod shall be driven in a location suitable and approved by the RPR. However, the additional rod must satisfy the requirements of NEC 250.53 and not be less than 6 feet away from any other ground rod electrode. Additional ground rods shall not be measured for separate payment but shall be considered subsidiary to the counterpoise or respective equipment pay item.

The Contractor shall perform additional tests if required and requested by the RPR at no additional cost.

The Contractor shall coordinate with the resident RPR to approve tests daily before proceeding. The Contractor shall fill out a separate test report for each date. Test reports shall be submitted weekly to the RPR.

Airport lighting equipment and special systems shall be tested in accordance with applicable FAA Advisory Circular requirements and the manufacturer's installation instructions. These tests shall also include those system requirements listed within AC 150/5340-26 Maintenance of Airport Visual Aid Facilities.

300-3.17 INSPECTION FEES AND PERMITS. The Contractor shall obtain and pay for all necessary construction permits, licenses, government charges, and inspection fees necessary for prosecution of the Work. Unless otherwise noted, the Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work, ready for subsequent utility account transfer to the Owner after final acceptance.

300-3.18 WORK SUPERVISION.

State of Texas: The electrical contractor (whether the general contractor or a subcontractor) shall be a licensed contractor in the state of Texas having an electrical classification suitable for performing the work required in these contract documents.

The Contractor shall designate in writing the qualified electrical supervisor who shall provide supervision to all electrical work on this project. The minimum qualifications for the electrical supervisor shall be a master electrician as defined by Texas Electrical Safety and Licensing Advisory Board. The supervisor or his appointed alternate possessing at least a journeyman electrician license shall be on site whenever electrical work is being performed. The qualifications of the electrical supervisor shall be subject to approval of the Owner and the RPR.

All master and journeyman electricians shall be licensed in accordance with Texas Board requirements. The website located at <https://www.tdlr.texas.gov/electricians/elecclaw.htm> publishes the text of this statutory requirement. No unlicensed electrical workers shall perform electrical work on this project. Apprentice electricians in a ratio of not more than one apprentice per journeyman electrician will be allowed if the apprentices are licensed and actively participating in an apprenticeship program recognized and approved by the Texas Electrical Safety and Licensing Advisory Board.

300-3.19 TRAINING. The training classes shall be coordinated with the Owner and RPR in advance of the final acceptance testing. Comprehensive operational and maintenance training materials shall be provided by the equipment manufacturer and the Contractor (see section 2.3 OPERATION AND MAINTENANCE DATA).

- a. Operations and Maintenance:
  - (1) One class, 4-hours in-length.
  - (2) Maximum of six (6) people.
  - (3) Location at the discretion of Airport.
  - (4) Equipment
    - i. L-861T(L) Taxiway Edge Light

- ii. L-858(L) Airfield Guidance Sign
  - iii. L-830 Isolation Transformer
  - (5) Provide training materials.
  - (6) Include hands on troubleshooting specifics.
- b. Preventive Maintenance Program Recommendations
- (1) Equipment
    - i. L-861T(L) Taxiway Edge Light
    - ii. L-858(L) Airfield Guidance Sign
    - iii. L-830 Isolation Transformer
  - (2) Go over failure scenarios and what to do.
  - (3) Provide technical assistance points of contact and phone numbers.

Schedule the training with the Owner at least 10 days in advance and notify the RPR.

Provide hands-on demonstrations and training of equipment components and functions, including adjusting, operating, and maintaining the lighting equipment and systems. Coordinate the training schedule with the Owner in advance, so that the Owner may record the training if desired. Provide 4 hours training for the operational personnel and 4-hours training for the maintenance personnel.

All training sessions shall be recorded, and documentation of training shall be turned over to the Owner as part of the O&M materials at project completion.

**METHOD OF MEASUREMENT**

300-4.1 The quantity of lockout/tagout and constant current regulator calibration procedures to be paid for shall consist of all lockout/tagout procedure work and all constant current regulator calibration work completed in place, accepted and ready for operation. This item does not include measurement for constant current regulator equipment.

**BASIS OF PAYMENT**

300-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the RPR.

Payment will be made under:

Item SS-300-5.1      Lockout/Tagout and Constant Current Regulator Calibration Procedures – per Lump Sum

**MATERIAL REQUIREMENTS**

Commercial Item Description A-A-59544	Cable and Wire, Electrical (Power, Fixed Installation)
Fed. Spec. W-C-1094	Conduit and Conduit Fittings; Plastic, Rigid
Fed. Spec. W-P-115	Panel, Power Distribution
Fed. Std. 595	Colors

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Underwriters Laboratories Standard 6	Rigid Metal Conduit
Underwriters Laboratories Standard 514	Fittings for Conduit and Outlet Boxes
Underwriters Laboratories Laboratories Standard 651	Schedule 40 and 80 Rigid PVC Conduit (for Direct Burial)
Underwriters Laboratories Standard 1242	Intermediate Metal Conduit
CFR 1910	Occupational Safety and Health Regulations
CFR 1926	Safety and Health Regulations for Construction
ANSI/IEEE C2	National Electrical Safety Code
NFPA 70	National Electrical Code (NEC)
NFPA 70E	Standard for Electrical Safety in the Workplace
NFPA 101	Life Safety Code
NFPA 780	Standard for the Installation of Lightning Protection Systems
29 CFR 1910	Occupational Safety and Health Standards (OSHA)
29 CFR 1926	Safety and Health Regulations for Construction
Jaquith Industries, Inc.	The Design, Installation, and Maintenance of In-Pavement Airport Lighting

#### FAA ADVISORY CIRCULARS

AC 150/5300-13	Airport Design
AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 for Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Base and Transformer

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AC 150/5345-44	Housings, Junction Boxes, and Accessories
AC 150/5345-46	Specification for Taxiway and Runway Signs
AC 150/5345-47	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-53	Isolation Transformers for Airport Lighting Systems
	Airport Lighting Equipment Certification Program

**END OF ITEM SS-300**

**CONSTANT CURRENT REGULATOR CALIBRATION REPORT**

Standard Requirements: FAA AC 150/5340-26 (latest edition) Maintenance of Airport Visual Aid Facilities

Owner / Sponsor: \_\_\_\_\_ Engineer: Garver, LLC

Airport: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project Title: \_\_\_\_\_ Garver Project Number: \_\_\_\_\_

Vault ID / Location: \_\_\_\_\_ Date: \_\_\_\_\_

Weather / Site Conditions: \_\_\_\_\_ Last Two Weeks of Rain: \_\_\_\_\_ inches

Constant Current Regulator #: \_\_\_\_\_ Serves: \_\_\_\_\_

- |  | <u>Completed</u>         | <u>Comments</u> |
|--|--------------------------|-----------------|
| 1. Check all control equipment for proper operation.   | <input type="checkbox"/> | _____           |
| 2. Perform short-circuit test. Record results and recalibrate if necessary.  | <input type="checkbox"/> | _____           |
| 3. Perform open-circuit test on regulators with open circuit protection. Open circuit protective device should de-energize the regulator. Record results.  | <input type="checkbox"/> | _____           |
| 4. Check and record regulator input voltage and current.<br><br>Input Voltage: _____ Input Current: _____  | <input type="checkbox"/> | _____           |
| 5. Check and record regulator output load.<br>(ONLY if regulator has monitoring package)<br><br>Volt-Amperes: _____  | <input type="checkbox"/> | _____           |
| 6. Check and record output current on each brightness step. If output current is outside of the allowable range, adjust the regulator's on-board potentiometer to re-calibrate the output current within the allowable range. Re-record the new output current on this form. | <input type="checkbox"/> | _____           |

<u>3-Step CCR</u>			<u>5-Step CCR</u>				
B10: _____	B30: _____	B100: _____	1: _____	2: _____	3: _____	4: _____	5: _____
Nominal: 4.8A	5.5A	6.6A	2.8A	3.4A	4.1A	5.2A	6.6A

Tested By: \_\_\_\_\_ (Signature and Date)

Test Equipment: \_\_\_\_\_ (Manufacturer and Model No.)

RPR Witness: \_\_\_\_\_ (Signature and Date)

Owner / Sponsor Witness: \_\_\_\_\_ (Signature and Date)

**INSULATION RESISTANCE TEST REPORT**

Owner / Sponsor: \_\_\_\_\_ Engineer: Garver, LLC

Airport: \_\_\_\_\_ Contractor: \_\_\_\_\_

Project Title: \_\_\_\_\_ Garver Project Number: \_\_\_\_\_

Vault ID / Location: \_\_\_\_\_ Date Initial / Final Tests: \_\_\_\_\_

Weather / Site Conditions (Initial Test): \_\_\_\_\_ Last Two Weeks of Rain: \_\_\_\_\_ inches

Weather / Site Conditions (Final Test): \_\_\_\_\_ Last Two Weeks of Rain: \_\_\_\_\_ inches

	Circuit Designation and Color Code	Initial Test Results		Final Test Results	
		Regulator Size (kW)	Megger Reading Before Field Work (Megohms)	Regulator Size (kW)	Megger Reading After Field Work (Megohms)
1					
2					
3					
4					
5					
6					
Tested By:					
Test Equipment:					
RPR Witness:					
Owner/Sponsor Witness:					

Provide signature/date and manufacturer/model no. as required in the fields above.

**Initial Test Record – Owner Disposition**

Owner / Sponsor: \_\_\_\_\_ (Signature and Date)

Check one only:  Proceed with Installation  Hold



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SS-300-22

## ITEM SS-301 ELECTRICAL DEMOLITION WORK

### DESCRIPTION

301-1.1 This item shall consist of the removal and satisfactory disposal of existing runway and taxiway edge lights, in-pavement lights, guidance signs, markers, manholes, handholes, junction structures, racks, pads, equipment, poles, towers, shelters, and other incidentals, all of which are not designated or permitted to remain, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. This work shall include the removal of indicated equipment, materials, and incidentals necessary for a complete item removal, including all restoration work, as a completed unit to the satisfaction of the RPR.

301-1.2 The Contractor shall maintain current copies of all referenced and applicable standards on the job site. The Contractor is responsible to make known to the RPR any conflict between plans and specifications that he observes or of which he is made aware.

### MATERIALS

301-2.1 All backfill and repair materials used in electrical demolition, repair and restoration work shall comply with the referenced specifications and be approved by the RPR.

Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300 and Item L-125.

### CONSTRUCTION METHODS

301-3.1 GENERAL. No demolition shall be started until the removal and/or relocation work has been laid out and approved by the RPR. All material shall be disposed of off-site. All hauling and disposal will be considered a necessary and incidental part of the work. Hauling cost shall be considered by the Contractor and included 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.

Equipment removal shall typically include removing the equipment and its accessories, removing foundations/pads, removing existing conduits, conductors and appurtenances, removal of conduit to below grade, and removal of existing circuits back to source. The work shall include restoring the area to match existing, including filling and tamping all holes with earth, and clearing and leveling the site.

The Contractor shall remove all existing underground cable, which is unused or rendered unusable by this project, when such is exposed or made accessible during this work. All such wiring removed shall become property of the Contractor and shall be immediately removed from the project. Wiring in conduit shall be removed as indicated or if new wiring is shown to be installed in its place. Existing wiring shall not be reused or reinstalled.

Wiring not exposed shall be abandoned in place if a reasonable effort will not remove it. No measurement or payment will be made for this cable removal work. Damage to turf or other systems will not be permitted to salvage or retrieve existing cable.

Any damage to electrical equipment, systems, structures, conduits, cables, and accessories or other utilities, designated to remain in place, shall be repaired or replaced expeditiously at no additional cost to the Owner and to the satisfaction of the Owner and RPR.

Holes, ditches, or other abrupt changes in elevation caused by the removal operations that could obstruct drainage or be considered hazardous or unsightly shall be backfilled, compacted, and left in a workmanlike condition.

Trenches or voids resulting from the removal or demolition of existing electrical equipment or other structures shall be filled with approved material placed in layers in accordance with Item P-152.

Concrete foundations and pads to be removed shall be obliterated full depth.

**301-3.2 REMOVAL AND/OR RELOCATION OF LIGHT FIXTURES AND EQUIPMENT.** Light fixtures and other equipment which are to be removed shall be carefully excavated. All concrete bases and concrete anchors shall be removed by the Contractor. The removed lights, guidance signs, isolation transformers and wiring harnesses shall then be given to the Owner, or properly disposed of if so, directed by the Owner. The ground around the removed lighting equipment shall be backfilled and properly compacted. Light fixtures and equipment which are to be relocated shall be stored on site and reinstalled with new lamps, new transformers, and all other new required accessories as indicated in the plans.

**301-3.3 REMOVAL OF EXISTING EQUIPMENT.** The Contractor shall carefully remove all salvageable equipment as indicated in the plans. Any equipment that is damaged during the removal and/or relocation operation shall be subject to a reduction in payment for removal and/or relocation of the equipment. All equipment that is removed during this project shall be transported to a site on the Airfield or removed from the Airfield and properly disposed of as directed by the Owner and the RPR.

**301-3.4 RELOCATION OF EXISTING EQUIPMENT.** Existing equipment that is to be relocated shall be carefully disconnected from the existing electrical system. The equipment shall be stored on site in an enclosed area protected from the weather as directed by the Owner and RPR. The Contractor shall remove existing concrete bases and shall backfill and compact these areas to match existing. The electrical power circuit shall be field located and extended to the new installation location unless otherwise noted in the Plans. Coordinate the extension of the electrical service with the extension of the electrical duct serving the equipment and install duct, splice, and cable markers to mark the new complete route.

Refer to the plans for additional installation requirements concerning the relocation of existing lights, signs, systems, and incidentals.

Any equipment that is damaged during the relocation operation shall be subject to a reduction in payment for removal and/or relocation of the equipment.

Any equipment that is damaged during the relocation operation shall be repaired or replaced by the Contractor at his expense to the satisfaction of the Owner and RPR.

## METHOD OF MEASUREMENT

**301-4.1** The quantity of existing lights or guidance signs removed, to be measured under this item shall be the number of each complete unit removed and accepted by the RPR.

This item shall include removing and storing the existing equipment as directed by the RPR.

Where the light base and concrete structure are indicated to be removed or demolished, the item shall include restoring the area to match existing, including removing the complete concrete item, filling and tamping all holes with earth, and clearing and leveling the site.

**BASIS OF PAYMENT**

301-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the RPR.

Payment will be made under:

- Item SS-301-5.1 Existing Stake Mounted Edge Light, Removed -- per Each
- Item SS-301-5.2 Existing Base Mounted Guidance Sign, Removed -- per Each
- Item SS-301-5.3 Existing Abandoned Sign Base, Demolished -- per Each

**END OF ITEM SS-301**

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## ITEM SS-305 DIRECTIONAL BORING

### DESCRIPTION

305-1.1 This item shall consist of furnishing and installing conduits via directional boring methods, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. The borings shall be installed at the locations and in accordance with the dimensions, design and details shown on the plans. It shall also include all trenching, backfilling, mandreling installation of drag wires and duct markers, capping, and the testing of the installation as a completed duct system ready for installation of conduit and/or cables, to the satisfaction of the RPR.

### EQUIPMENT AND MATERIALS

305-2.1 GENERAL. Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300.

All equipment and materials covered by these specifications shall be new and meet applicable manufacturer's standards.

Polyethylene conduits shall conform to SDR 11 type. Innerduct conduits shall conform to SDR 13.5 type.

The Contractor shall submit a statement of qualifications including previous similar jobs experience in directional boring for the last three (3) years. Previous job description work shall include length, pipe type, pipe size(s) and soil type,

The Contractor shall submit complete shop drawings outlining his directional boring method (including drilling fluids, additives and mixtures), drill rod, bore size, materials, equipment and safety requirements to be utilized on this specific project, for review and approval by the RPR.

All materials shall be inspected at the job site for damage. Defective materials shall be removed from the job site and replaced with new materials prior to the work.

### CONSTRUCTION METHODS

305-3.1 GENERAL. Boring shall be done by pilot hole method using fluid as a lubricant only and shall not undermine the surrounding ground. Jetting will not be permitted. The Contractor shall use a guidance system to assure knowledge of the bore location while making the bore. The Contractor will not be paid for unusable sections.

Locate and clearly mark all utilities prior to start of excavation or drilling. The Contractor will be responsible for damage to pavements, utilities, or other structures caused by his activity. The Contractor shall repair, at his own expense, any damaged pavement, utility, or other structure as directed by the RPR or the owner of the utility or structure. The Contractor shall not excavate to find a bored casing without specific approval and definitions of limits. No payments will be made for excavation and repair except as shown on drawings.

The Contractor shall inspect the locations where the encasement structures are to be installed and familiarize himself with the conditions under which the work will be performed and with all necessary details for orderly prosecution of the work. The omission of any details in the Plans and herein for the satisfactory installation of the easement in its entirety shall not relieve the Contractor of full responsibility for the installation.

Directional bores shall be a minimum 60" below the bottom of the new or existing pavement subbase unless otherwise noted in the plans.

For runway pavement, the runway's typical section shall be considered 42" in overall depth. Therefore, the overall depth of the directional boring under runways shall be a minimum 8'-6" below the surface of the pavement.

For taxiway pavement, the taxiway's typical section shall be considered 32" in overall depth. Therefore, the overall depth of the directional boring under runways shall be a minimum 7'-8" below the surface of the pavement.

Directional boring shall be a minimum 3'-0" below finished or final grade in earth areas unless otherwise noted in the plans.

The Contractor shall utilize a beacon or other depth-reading instrument to verify the depth below the runway, taxiway, or other paved surface.

The bore size shall be the minimum size for the work required. Upsizing the bore will not be allowed.

The Contractor shall perform all excavation required to complete the work regardless of the material encountered. Excavation from the access shafts (bore pits) more than the required to backfill the access shafts and open ditch portion of the line shall be disposed of by the Contractor off Airport Property.

Pits and trenches shall be constructed and maintained in accordance with the current edition of the OSHA Standard for Excavating and Trench Safety Systems. Restore ground to original conditions after work completion including seeding and topsoiling.

The access shafts (bore pits) for encasement installation shall be rectangular in plan view with the longest dimension being constructed with the direction of the pipe. The access shafts shall be constructed at a location shown on the plans.

Use a high-quality drilling fluid to ensure hole stability, cuttings transport, bit and electronics cooling, and hole lubrication to reduce drag on the drill pipe and the product pipe. Use only fluid with a composition that complies with all federal, state, and local environmental regulations. Mix the drilling fluid with potable water (of proper pH) to ensure no contamination is introduced into the soil during the drilling, reaming, or pipe installation process. The Contractor is responsible for any required pH adjustments.

Disposal of the drilling fluids is the responsibility of the Contractor. Conduct disposal in accordance with all relative environmental regulations and permit requirements. No excess drilling fluids shall remain in the bore access pit or receiving pit. Immediately clean up any drilling fluid spills or overflows from these pits. All excess drilling fluids and mud shall be disposed of off Airport Property daily. Bore pits and trenches shall be backfilled and compacted in 6" layers to 90% maximum density for cohesive soils and to 100% maximum density for non-cohesive soils, as determined by ASTM D1557. The in-place field density shall be determined in accordance with ASTM D1556, D2167, or D6938.

Assemble the entire pipe to be installed via directional boring prior to starting pull back operations. Support the pipe to enable it to move freely and prevent damage. Install the pipe in one continuous pull. Maximum allowable tensile force imposed on the pull section is not to exceed 90 percent of the pipe manufacturer's safe pull strength. If multiple pipe sizes or materials, the lowest safe strength shall govern. Damaged pipes shall be replaced at no additional cost to the Owner.

Extend and connect pipes to junction structures as indicated. When pipe is used as a sleeve, install interior conduits as indicated and terminate the conduits with end bells as shown in the plans or as required.

Upon completion of the work, immediately remove all debris from the job site and restore the areas to original condition acceptable to the RPR.

In the event of failure to install the directional bore pipe or conduit, the Contractor shall remove the pipe or conduit from the bore and remove it from the job site. The bore hole shall be completely filled with a flowable fill conforming to Item P-153, Controlled Low Strength Material, to prevent future problems. If the pipe or conduit cannot be removed, then it shall be cut off minimum 3 feet below the ground and the pipe/conduit and surrounding space filled with flowable fill. This remedial work shall be performed at no additional cost to the Owner. Any failure event shall be immediately coordinated with the RPR and Owner prior to the Contractor taking remedial action.

The Contractor shall record and document all drilling logs that provide drill bit locations, both horizontally and vertically. The person holding the tracker shall be able to see these values on the display and help steer the bore. The bore depths shall be recorded and shown to be consistent; U-shaped bores are not allowed.

The logged data shall include both pitch and depth, time stamped, GPS location, and downhole fluid pressure. In addition, as-built drawings shall be marked showing bore depths where the bore crosses other facilities or obstacles, including but not limited to existing/new/future pavement edges, pavement crowns/centerlines, beneath ditch center lines, and at other utility crossings.

These records and as-builts shall be submitted to the RPR and included in the O&M manual for the project.

All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

#### METHOD OF MEASUREMENT

305-4.1 The quantity of directional boring to be paid for under this item shall be the number of linear feet of conduit and directional boring installed with backfill, compaction, turf restoration, and appurtenances, measured in place, completed and accepted to the satisfaction of the RPR.

Directional boring will be measured by the horizontal linear foot along the approximate centerline of the bore from junction box center to junction box center. No measurement will be made for vertical segments or elevation changes.

#### BASIS OF PAYMENT

305-5.1 Payment will be made at the contract unit price per linear foot for each type and size of directional boring completed by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the RPR.

Payment will be made under:

Item SS-305-5.1	Directional Boring, 1-Way 2" C Polyethylene Conduit – per Linear Foot
Item SS-305-5.2	Directional Boring, 2-Way 2" C Polyethylene Conduit – per Linear Foot

#### END OF ITEM SS-305

SS-305-3

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## ITEM SS-310 AIRPORT LIGHTING SYSTEMS

### DESCRIPTION

**310-1.1** This item shall consist of furnishing and installing airport runway and taxiway edge lighting systems, retroreflective markers, guidance signs, runway centerline and touchdown zone lighting systems, other taxiway lighting systems, and other approach lighting aid systems, in accordance with this specification, the referenced specifications and drawings, and applicable advisory circulars. The system shall be installed at the locations and in accordance with the dimensions, design and details shown on the plans. This work shall include the furnishing of all equipment, materials, services, and incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the RPR.

The Contractor shall maintain current copies of all referenced and applicable standards on the job site. The Contractor is responsible to make known to the RPR any conflict between plans and specifications that he observes or of which he is made aware.

### EQUIPMENT AND MATERIALS

#### 310-2.1 GENERAL.

a. Airport lighting equipment and materials shall meet the requirements outlined in Item SS-300 and the applicable Item L Series Specifications.

b. For pre-cast or prefabricated concrete encased light base installations, the Contractor shall submit and coordinate the construction of the proposed pre-cast units with the RPR onsite to review and approve the construction process. The Contractor shall submit his proposed installation process for review and approval by the RPR. The Contractor shall provide additional items and work if required and requested by the RPR for the construction and installation of the pre-cast units at no additional cost to the Owner.

Pre-cast or prefabricated concrete encased light bases may only be assembled at the Contactor's staging area at the airport to allow the RPR to check and approve all such construction items. Pre-cast bases assembled offsite will not be allowed.

**310-2.2 LIGHT FIXTURES.** Airfield lights shall be supplied with all features and accessories including isolation transformers, light bases, base covers, safety ground rods, concrete pads and incidentals required for a complete installation as defined in these Specifications and as shown on the plans.

**310-2.3 LAMPS.** Lamps for elevated edge lights shall be LED type as specified.

**310-2.4 SPARE EQUIPMENT INCLUDING FIXTURES AND SPARE SIGN REPLACEMENT COMPONENTS.** Provide 10 percent (rounded up to the next whole number) spare fixtures of each type installed for the taxiway and runway edge and runway threshold lights, add other types or new spare lamps as needed; minimum quantity of 2 required. Provide 10 percent (rounded up to the next whole number) spare sign replacement components of each type installed for signs, minimum quantity of 1 required. Spare fixtures and spare sign replacement components shall not be measured for separate payment but shall be considered subsidiary to the respective light fixture or sign pay items.

- a. A spare elevated LED fixture unit shall be one complete, ready-to-install fixture, including the coupling, column, head housing assembly, cordset, LED power supply assembly, LED assembly, and lens assembly.
- b. A spare elevated quartz fixture unit shall be one complete, ready-to-install fixture, including the

- coupling, column, head housing assembly, cordset, lamp assembly, and lens assembly.
- c. A spare in-pavement LED fixture unit shall be one complete, ready-to-install fixture, including the top cover assembly, bottom pan assembly, cordset, LED power supply assembly, and LED assembly.
- d. A spare sign replacement component unit shall include the LED light tube assembly and LED power supply assembly.

Spare fixtures and sign replacement components shall be on-site and available for use by the Contractor prior to the final acceptance testing. Any fixtures or sign components installed new in this project and replaced as part of the final acceptance testing shall be shipped back to the manufacturer for repair or replacement, and then delivered back to the Owner at no additional cost.

The spare fixtures and spare sign replacement components shall be delivered and stored as directed by the Owner, with transmittal receipt signed by Owner's representative. A signed copy shall be forwarded to the RPR with an additional signed copy placed in the O&M manuals.

**310-2.5 GUIDANCE SIGNS.** Guidance signs shall be L-858(L), meeting the criteria set forth in AC 150/5345-44, Specification for Taxiway and Runway Signs; and suitable for base mounting. Each unit shall be furnished with the required panels, mounting assemblies, frangible couplings, transformer, intensity control, identification tag, metal tethers, fasteners, and safety ground rods.

Style 2 and Style 3 signs shall meet the luminance requirements in AC 150/5345-44 throughout the current ranges of the associated series circuit.

Guidance signs shall have an integral on/off switch for airport maintenance use.

Signs shall be furnished with permanent type nameplates that are both weather and sunlight resistant. Nameplates which are completed with ink markers or similar methods will not be accepted.

Refer to the guidance sign index in the Plans for information on each sign's size, style, class, and mode.

The complete sign installation shall be designed to withstand a 200-mph wind load.

**310-2.6 VEHICULAR STOP SIGN.** Vehicular stop signs shall be furnished and installed as indicated on the Plans. Sign verbiage shall comply with FAA AC 150/5340-18, Paragraph 11 for Roadway Signs, and associated Figure 14. Signs shall be retroreflective and comply with all applicable federal, state (AHTD), and local criteria for stop sign color, reflectivity, et. al.

**310-2.7 ISOLATION TRANSFORMERS.** New isolation transformers shall be Type L-830 and have a wattage rating suitable for the wattage of the fixture and sign lamps. The transformer shall be listed in FAA Circular AC 150/5345-47.

Provide 10 percent spare isolation transformers of each type installed for lights, signs, and other equipment. Spare transformers shall not be measured for separate payment but shall be considered subsidiary to the respective light fixture or sign pay items.

## CONSTRUCTION METHODS

**310-3.1 GENERAL.** The installation and testing details for the lighting system shall be as specified in the applicable advisory circulars.

The Contractor is responsible for all surveying and measurement which is required to accurately position and aim airfield lighting systems and equipment.

Airfield lighting systems and equipment that are improperly installed shall be removed and re-installed correctly as directed by the RPR. No payment will be made for the removal and reinstallation of airfield lighting systems and equipment improperly installed. All remedial work shall be to the satisfaction of the RPR.

**310-3.2 LIGHTING LAYOUT PLANS.** The Contractor shall stake the airfield lighting systems, prior to installation of any trench, cable, or lighting apparatus. The intent is to stake the installation at the locations indicated, noting any deviation from plan dimensions to the RPR prior to installation. The Contractor shall obtain the services of an experienced and licensed surveyor to perform this work.

The RPR shall provide electronic CADD files to the Contractor for this staking work. The Contractor shall stake the items and his surveyor shall provide a CADD file submittal back to the RPR. Based upon this submittal, the RPR shall coordinate and provide directions on any adjustments necessary to meet existing field condition requirements and comply with FAA Advisory Circular requirements on the layout and spacing of equipment.

The Contractor and his surveyor shall then make any electronic CADD file spacing adjustments and/or field staking adjustments prior to installation at no additional cost to the Owner.

Refer to General Provisions Section 50 Control of Work for additional construction layout and staking requirements.

**310-3.3 PLACING THE EQUIPMENT.** The equipment shall be mounted on concrete pads as shown in the plans. Secure the equipment and make all final connections.

**310-3.4 MOUNTING, LEVELING, AND AIMING.** The concrete support to which the equipment is fastened shall be accurately leveled before mounting the equipment. The units shall be properly aimed, as recommended by the manufacturer of the supplied equipment. This adjustment shall be accomplished using factory-approved aiming devices and techniques.

**310-3.5 PLACING LIGHTS.** All equipment shall be installed at locations indicated in the plans. Lights shall be laid out by locating the two control points by station as indicated on the plans and measuring the indicated individual separation distances. Light bases shall be located within 1 inch +/- longitudinally and 0.5 inches +/- transversely of the location indicated unless deviation is approved by the RPR. Excavation for installation of light bases shall be backfilled with at least 4 inches of granular leveling course, as approved by the RPR. Fixture height shall be as indicated on the Drawings.

For pre-cast or prefabricated concrete encased light base installations, a leveling course of sand shall be placed in the bottom of the excavated hole, sufficient for accurately installing, leveling and placing the lights in accordance with the requirements in this specification and AC 150/5340-30. Concrete encased light bases shall be allowed to cure a minimum of 7 days prior to installation.

Utilize a bubble level device to level all light fixtures in the horizontal light plane during the day, and then check at night to ensure uniformity in light output.

Provide factory-approved alignment tools and aiming devices to properly level and align fixtures as required by the FAA Advisory Circulars and manufacturer's installation instructions. After all light fixture installations are completed and accepted by the RPR, these alignment tools and aiming devices shall become property of the Owner and shall be delivered and stored as directed by the Owner.

**310-3.6 PLACING SIGNS.** All signs shall be installed at the approximate location indicated in the plans. The specific requirements for sign location are specified in AC 150/5340-18, Standards for Airport Sign

Systems. Specific requirements of this AC are also shown on the Plans. Signs shall be located within 1 inch +/- longitudinally or 0.5 inches +/- transversely of the required location unless deviation is approved by the RPR. The locations for the signs shall be staked by the Contractor and approved by the RPR before installation begins.

Provide single module signs with one tether. Provide multiple module signs with a tether at both ends.

**310-3.7 TRANSFORMER INSTALLATION.** The transformer for base mounted fixtures shall be placed inside the base. The transformer for stake mounted fixtures shall be located uniformly as shown on the plans. The primary cable connections shall be made with L-823 connectors as described in Item L-108 and have 3 feet of slack cable. The secondary leads connected to the lamp leads by means of a disconnecting plug and receptacle provided with the unit, and this joint shall not be taped. The secondary joint shall be fastened with a holding ring provided for this purpose.

**310-3.8 UNIT ASSEMBLY.** All electrical equipment, including edge lights, guidance signs and other visual aid units shall be assembled in accordance with the manufacturer's installation procedures. Anti-seize compound shall be used on all screws, nuts, and threads, including frangible coupling threads. If coated bolts are used (ceramic metallic/fluoropolymer coating), then do not apply anti-seize compound.

Provide and install all spacers, shims, and gaskets as required, and verify they are in place before installing the light fixture on the base.

Bolts and washers for new and existing bases shall be new. Do not reuse existing hardware.

The minimum thread engagement into top flange of the base shall be 0.5 inches. For in-pavement light fixture assemblies, the bolt protrusion requirement shall be minimum 0.75 inch; maximum 1 inch.

**310-3.9 IDENTIFICATION NUMBERS.** An identifying number shall be assigned to each light and sign in accordance with the plans or as approved by the RPR and Owner. This number shall be imprinted with reflective black with 1/2" letters on a non-corrosive metal disc 2" minimum diameter and attached to the pavement side of the fixture with a metal screw.

**310-3.10 TEMPORARY AIRFIELD LIGHTING.** Refer to the Airfield Lighting Phasing Plans and Details for additional requirements. Existing lighting circuits shall remain operational by use of temporary circuits. New lighting circuits shall also be connected and remain operational by use of temporary circuits. This item shall include all work to maintain the existing and new lighting circuits during construction and allow all taxiways and runways in operation to remain lighted, including that portion through the construction area, as indicated in the Phasing Plans and as directed by the RPR.

The Contractor shall perform initial field work including location and verification of existing circuits and submit plans for the temporary airfield lighting required in each work phase, for review and approval by the RPR and Owner, prior to starting work of that phase. This work shall include megger testing of circuits and circuit segments before and after installation and connection of jumpers.

The Contractor shall install couplings and other required fittings/appurtenances in conduit systems at last pavement joint within each phase for connecting to conduit systems in the next phase, or for connecting to existing conduit systems to remain.

**310-3.11 TESTING.** The installation shall be tested in operation as a completed unit prior to acceptance. Tests shall include taking megger and voltage readings as outlined in Item SS-300 and Item L-108. Testing equipment shall be furnished by the Contractor. Refer to Item L-108 for additional test requirements.

Tests shall be conducted in the presence of the RPR and shall be to his/her satisfaction.

All installations shall be fully tested by continuous operation for not less than 24 hours as completed systems prior to acceptance. These tests shall include the functioning of each control not less than 10 times.

Equipment and materials covered by FAA Advisory Circulars are referred to by item numbers and approved equipment is listed within the AC 150/5345-53 Airport Lighting Equipment Certification Program's monthly Addendum, which contains a complete and updated listing of the certified equipment and manufacturers and is listed in the FAA Buy American Preference equipment list, which is also updated monthly. The Contractor shall provide and install new certified equipment that works reliably and efficiently with the existing equipment to remain in service. The Contractor shall provide any additional accessories and/or appurtenances required to provide fully functional electrical systems to the satisfaction of the Owner and RPR, at no additional cost to the Owner.

The Contractor shall ascertain that all lighting system components furnished (including FAA certified and approved equipment) are compatible in all respects with each other and the remainder of the new and existing systems. Any non-compatible components furnished by the Contractor shall be replaced at no additional cost to the Owner with a similar unit that is approved by the RPR and compatible with the remainder of the airport lighting system.

#### METHOD OF MEASUREMENT

310-4.1 Temporary airfield lighting shall be measured as a lump sum complete item per each respective phase work area, including all work completed in place and ready for operation, and including the installation, protection, and removal of all temporary cables, conduits, lighting, grounding, marking, and associated items and appurtenances, as indicated in the Drawings and as directed by the RPR.

#### BASIS OF PAYMENT

310-5.1 Payment will be made at the contract unit price for each complete item, measured as provided above, and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the RPR.

310-5.2 Payment will be made at the contract lump sum price for each complete item, measured as provided above, and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item to the satisfaction of the RPR.

Payment will be made under:

Item SS-310-5.1	Temporary Airfield Lighting (Phase 1) -- per Lump Sum
Item SS-310-5.2	Temporary Airfield Lighting (Phase 2A) -- per Lump Sum
Item SS-310-5.3	Temporary Airfield Lighting (Phase 2B) -- per Lump Sum

**END OF ITEM SS-310**

SS-310-5

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### ITEM C-100 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction, *and may be held in conjunction with the preconstruction meeting*. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.
- e. Establishment of the overall QC culture.

#### 100-2 Description of program.

a. **General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

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**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

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*Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.*

**(4)** An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1)** Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2)** Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3)** Performance of tests for the RPR when required by the technical specifications.

*Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.*

**c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

- a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning

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to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

**b.** During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

**100-7 Contractor QC testing facility.**

**a.** For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

**b.** For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401)
- b. Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)
- d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (e.g., plant technician)
- g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

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**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- (8) Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

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**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

#### **100-12 Noncompliance.**

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

- (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or
- (2) Order the Contractor to stop operations until appropriate corrective actions are taken.

#### **METHOD OF MEASUREMENT**

**100-13 Basis of measurement and payment.** Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

- a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 20%.
- d. When 75% or more of the original contract is earned, an additional 20%
- e. After final inspection and acceptance of project, the final 10%.

#### **BASIS OF PAYMENT**

**100-14** Payment will be made under:

Item C-100-14.1	Contractor Quality Control Program (CQCP) – Lump Sum
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#### **REFERENCES**

C-100-6

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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.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

- |            |  |
|------------|--|
| ASTM C1077 | Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials  |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials                              |

**END OF ITEM C-100**

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## ITEM C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

### DESCRIPTION

**102-1.1** This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

**102-1.2** *This item covers the application of Temporary Erosion Control items at locations shown on the Plans, as directed by the Engineer, and as required for permit compliance, and the requirement of the Contractor to produce, execute, and maintain a specific Storm Water Pollution Prevention Plan (SWPPP) for the project. The Contractor will also be required to request and obtain all necessary federal, state, and local permits. The temporary erosion control measures shown in the Plans do not represent the extent of work and coordination required by the Contractor under this item.*

### MATERIALS

**102-2.1 Grass.** Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

~~**102-2.2 Mulches.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.~~

~~**102-2.3 Fertilizer.** Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.~~

~~**102-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.~~

**102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project. *In addition, all other materials shall meet commercial grade standards and be in accordance with SECTION 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS of the Standard Specifications, except as modified or augmented herein. Heavy Duty silt fencing (with welded wire in the fabric) may be required on steep slopes if the Engineer determines that the silt fence used by the Contractor is not performing satisfactory.*

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## CONSTRUCTION REQUIREMENTS

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The *RPR Contractor* shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

**102-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

**102-3.4 Installation, maintenance and removal of silt fence.** Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide

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on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

**102-3.5 Construction Methods.** *Providing the temporary erosion control items and devices shown on the Plans is intended to minimize the erosion of soils during construction. However, the items and devices shown are not intended to represent all of the necessary items or procedures required to be implemented by the Contractor. The plans and specifications show the Engineer's estimate of a minimum effort needed to maintain proper erosion control during construction. Additional effort and materials may be required by the Contractor to minimize the erosion of soils during construction. It shall be the Contractor's responsibility to install and maintain all the items shown in the Plans and to coordinate, submit, obtain, and comply with all necessary Federal, State, and local permits. The coordination with governing agencies shall include, but not limited to the following:*

- *Filing the Notice of Intent with the Texas Commission on of Environmental Quality (TCEQ),*
- *Producing and maintaining an approved Storm Water Pollution Prevention Plan,*
- *Coordinating and obtaining all local permits regarding grading operations for the proposed improvements, Contractor's staging area, spoil placement and any other grading operations related to the project as directed by the local governing agency.*

#### METHOD OF MEASUREMENT

**102-4.1** Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows: as one complete item. This work includes obtaining all necessary federal, state, and local permits required to complete this project.

- a. ~~Temporary seeding and mulching will be measured by the square yard.~~
- b. ~~Temporary slope drains will be measured by the linear foot.~~
- c. ~~Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.~~
- d. ~~All fertilizing will be measured by the ton (kg).~~
- e. ~~Installation and removal of silt fence will be measured by the [ linear foot ] [ Lump sum ]:~~

**102-4.2** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

#### BASIS OF PAYMENT

**102-5.1** Temporary erosion control acceptably completed will be paid for at the contract lump sum price bid for "TEMPORARY EROSION CONTROL," which shall be full compensation for furnishing all materials, tools, equipment, labor, and incidentals necessary to complete the work. Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer. Payment for "TEMPORARY EROSION CONTROL" will also include obtaining and compliance with the SWPPP, which shall include compensation for drainage-way inspections, report preparation, housekeeping practices, cleaning and maintenance, and other actions outlined in the SWPPP prepared by the Contractor necessary to execute the Plan. This item consists of all erosion control items not listed as a separate pay item in the Unit Price Schedule. Any fines issued to the Owner as a result of the Contractor's insufficient execution of the SWPPP will be assessed to the Contractor. Such deductions shall not be limited to the lump sum price of this item. Payment will be made under:

Item C-102-5.1 Temporary Erosion Control—per Lump Sum

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~~102-5.1~~ Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

- ~~Item C-102-5.1a~~ Temporary seeding and mulching per square yard
- ~~Item C-102-5.1b~~ Temporary slope drains per linear foot
- ~~Item C-102-5.1c~~ Temporary benches, dikes, dams and sediment basins per cubic yard
- ~~Item C-102-5.1d~~ Fertilizing per ton
- ~~Item C-102-5.1e~~ Installation and removal of silt fence [ per linear foot (meter) ] [ lump sum ]

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 Payment for Extra Work.

#### 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 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*
- AC 150/5370-2 *Operational Safety on Airports During Construction*

##### ASTM International (ASTM)

- ASTM D6461 *Standard Specification for Silt Fence Materials*

##### United States Department of Agriculture (USDA)

- FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM C-102**

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**ITEM C-105 MOBILIZATION**

**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 bid exclusive of mobilization.

**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.

**105-4.1 Engineer/RPR field office.** The building for the temporary field office shall be for the exclusive use by the Engineer as a field office and shall conform to the requirements listed below. The dimensions and other requirements specified herein are minimums and the building may be built by the Contractor for the specific purposes noted herein. It is not intended, however, to prohibit the use of commercially built trailers or prefabricated buildings which may deviate in minor dimension or detail from the requirements listed herein but may in some features exceed the listed requirements and in all major respects be entirely suitable for the purpose intended. The Engineer will determine the suitability of any building furnished. It shall be the responsibility of the Contractor to coordinate and obtain also necessary permits and install all required temporary facilities to provide a complete and usable temporary field office.

*Minimum requirements for offices:*

*a. The building may be portable or other suitable type with 7-ft minimum ceiling height; must be floored, weatherproof and reasonably dustproof; must have at least two glazed sliding windows provided with window latches; must have at least one door provided with a substantial lock and all keys placed in the possession of the Engineer. Doors and windows shall be screened. The building need not be new but the facility furnished under this item shall be neat, clean, sound and usable for the purpose intended.*

*b. The building shall be provided with electric lights and power outlets arranged as directed by the Engineer. The building shall be provided with equipment in good working order. In cold weather the building shall be provided with adequate vented space heating facilities and fuel for heating. In hot weather the building shall be equipped with adequate air conditioning units. Heating and cooling and telephone utility service will be furnished at no cost to the Owner or Engineer.*

*c. The building for the field office shall provide not less than 240 sq. ft. of floor space. At least two tables each suitable for desk and drafting table work shall be provided with approximate dimensions of 30" x 48". These tables may be movable, attached to a wall, or built-in. Each table will be provided with at least two drawers (minimum dimensions: 8" deep x 12" wide by 24" long) or equivalent cabinet or shelf space for storing field books and records.*

*d. The building shall be provided with internet access with a minimum download speed of 24 megabits per second. This service shall be provided for the length of the contract or construction project, whichever is greater.*

**105-4.2 Contractor's access / haul routes.** ~~The Contractor shall layout, construct, maintain, and repair all access/haul roads needed to construct the work. The existing access roads shown on the plans shall be repaired, as determined necessary by the Engineer, at the close of the project. All such work, including all materials and labor, involved in the layout, construction, maintenance, and repair of the Contractor's access/haul roads will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."~~ Temporary pipe culverts shall be installed and maintained as required and shall be of the size as directed by the Engineer. The type of pipe used for temporary pipe shall be at the option of the

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Contractor. Temporary pipe culverts will not be measured for separate payment, but will be considered subsidiary to the access/haul road. All temporary pipe culverts shall be removed by the Contractor and shall remain his property at the close of the project.

**105-4.3 Contractor's Staging Area.** The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Mobilization."

**105-4.4 Instrument Control.** The Contractor will be furnished survey baselines and benchmarks to control the work as shown on the Plans. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the work. The Contractor shall provide the instrument control as provided for in the General Requirements of the Standard Specifications. The Contractor's instrument control of the work shall not be measured for separate payment, but will be considered subsidiary to the bid item "Mobilization".

**105-4.5 Clean-Up.** From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

#### 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, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials, 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
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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**

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## ITEM P-101 PREPARATION/REMOVAL OF EXISTING PAVEMENTS

### DESCRIPTION

**101-1.1** 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.

**101-1.2** *Limits of pavement removal, pavement repair, joint and crack repair, paint and rubber removal, and cold milling are estimated in the plans. Actual limits of these items shall be coordinated with the Engineer prior to construction.*

### 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 underlying 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.

**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.

**d. Disposal.** *All existing pavement removed shall be disposed of off-site. All hauling will be considered a necessary and incidental part of the work. Its costs shall be considered by the Contractor and included in the contract unit price for the pay items of work involved. No payment will be made separately or directly for hauling on any part of the work.*

~~**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. 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 wide with a crack sealant [ per ASTM D6690 ]. The crack sealant, preparation, and application~~

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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, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

**101-3.3 Removal of Foreign Substances/contaminates prior to 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, or 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 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.

*For areas to be repainted, the existing painted surface shall be cleaned by high-pressure water blasting or sand blasting, as required, to remove all foreign material that would reduce the bond between the new paint and the old paint.*

**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 outside the affected area and 2 inches 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 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. 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 Contractor shall layout the area to be milled with a straightedge in increments of 1-foot widths. The Contractor's layout shall be approved by the RPR prior to beginning milling operations. The area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't 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.

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**b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of ~~[ 7 ]~~ feet 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 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.

**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 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, 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 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.

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~~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. Not used.
- b. Removal of Inlets/Manholes. Not used.

#### METHOD OF MEASUREMENT

**101-4.1 Pavement removal.** The unit of measurement for pavement removal shall be the number of square yards 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 of joint.

**101-4.3 Removal of Foreign Substances/contaminates (*Pavement Marking Removal*).** The unit of measurement for foreign Substances/contaminates removal shall be the square foot.

~~101-4.4 Spalled and failed asphalt pavement repair.~~ The unit of measure for failed asphalt pavement repair shall be square feet.

~~101-4.5 Concrete Spall Repair.~~ The unit of measure for concrete spall repair shall be the number of square feet. 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. 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 required.

#### 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-101-5.1	Concrete Pavement Removal - per square yard
Item P-101-5.2	Pavement Marking Removal – per square foot

**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

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## 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.

**b. 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 in designated waste areas as shown on the plans.* 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, roads, shoulders, or areas intended for turfing 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, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches 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

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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 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 ~~may~~ 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 of the stated elevations for ground surfaces, or within 0.04 foot 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 two weeks 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 described in paragraph 152-1.3 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 *the quality of 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 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 of as directed in paragraph 152-1.3*. This excavated material shall be paid for at the contract unit price per cubic yard for Unsuitable Excavation. 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 *necessary part of Unsuitable Excavation part of 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 Unsuitable Excavation.

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**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 *some* existing structures and utilities required to permit the orderly progress of work *may will* be accomplished by someone other than the Contractor. All existing foundations shall be excavated at least 2 feet 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. *All work associated with the excavation, removal, backfill, disposal, and/or stockpiling of existing structures and culverts will not be measured for separate payment but will be considered subsidiary to "Unclassified Excavation".*

~~152-2.3 Borrow excavation. Borrow areas within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the RPR. All unsuitable material shall be disposed of by the Contractor as shown on the plans. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.~~

**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 12 inches of subgrade shall be compacted to not less than 95% of maximum density for non-cohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D1557. 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 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 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 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~~

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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 nor more than 12 inches 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 D 1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the Contractor for every 3,000 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 95% of maximum density for non-cohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D1557. 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 D1557. 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.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 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. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compact and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

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During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

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.

**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 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 or show permanent deformation greater than 1 inch 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 and to a density of not less than 95 percent of the maximum dry density as determined by ASTM D1557. The subgrade in areas outside the limits of the pavement areas 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 D1557.

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  $\frac{3}{4}$  inch (19.0 mm) sieve, follow the methods in ASTM D1557. Tests for moisture content and compaction will be taken at a minimum of 3,000 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 gage 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.

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**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, 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 when tested with a 12-foot 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 straightedge for the full length of each line on a 50-foot grid.
- b. **Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within  $\pm 0.05$  feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

**152-2.14 Topsoil.** When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

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### 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 for computation of neat line design quantities. The end area is that bound by the original ground line established by the design survey 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 has not been measured and will not be measured for separate payment but will be subsidiary to "Unclassified Excavation". In fill sections, the additional fill required to replace the stripped material has not been measured and will not be measured for payment but will be subsidiary to "Unclassified Excavation".*

*No allowance has been made in the measurement for shrink/swell. The Contractor shall make his own determination as to the amount of shrink/swell involved in the construction of the embankment.*

*The Contractor shall make his/her own determination as to the suitability of the excavated material to be placed in embankments and the resulting additional off-site material required for the construction of the embankment. Additional off-site material required for the formation of embankment shall not be measured for separate payment but shall be considered subsidiary to "Unclassified Excavation".*

*Measurement of unclassified and borrow excavation shall be based on plan quantities. These quantities are believed to be correct and shall be utilized for final payment notwithstanding any adjustments to the project by written direction of the Engineer. Should the contractor find discrepancies and/or errors, he/she shall bring the discrepancy and/or error to the attention of the Engineer immediately and corrections shall be made to the quantity of excavation to be paid for by change order. It is expressly understood by the contractor that upon disturbance of the existing ground and no notification to the Engineer of possible errors, that the contractor accepts as final payment the quantities of excavation as detailed on the plans and laid out in the proposal.*

*No adjustment has been made to the plan quantities for the construction or demolition of existing drainage structures. The Contractor shall make his/her own determination as to the amount of unsuitable excavated material which may be encountered and the resulting additional borrow material required for the construction of the embankment. There will be no adjustment for additional embankment required to construct the project if the excavated material is deemed unsuitable.*

**152-3.2** The quantity of unclassified excavation to be paid for shall be the number of cubic yards measured 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 purposes other than those directed.

**152-3.3** The quantity of borrow excavation to be paid for shall be the number of cubic yards measured in its final original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

~~**152-3.4** The quantity of embankment in place shall be the number of cubic yards measured in its final position.~~

**152-3.5** Stockpiled material shall not be measured for payment in the stockpiled position.

**152-3.6** *Unsuitable excavation shall be measured from the surface of the ground, after stripping has been accomplished, or from the bottom of the planned excavation, to the depth of the excavation as directed by the Engineer. Measurements will be taken by the 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 that amount of excavation directed by the Engineer will be measured for payment.*

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**BASIS OF PAYMENT**

**152-4.1** Unclassified 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. 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 measured in the stockpiled position.~~

**152-4.4** *Unsuitable excavation shall be paid for at the contract unit price bid per cubic yard for "Unsuitable Excavation", which price shall be full compensation for all excavation; for disposal or placement of unsuitable material (in accordance with section 152-1.3), including loading, hauling, spreading, and compaction; for compaction and preparation of subgrade; for the 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 Excavation – per cubic yard
Item P-152-4.2	Unsuitable Excavation – per cubic yard

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**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<sup>3</sup> (600 kN-m/m<sup>3</sup>))

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<sup>3</sup> (2700 kN-m/m<sup>3</sup>))

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

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## 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. *Dry placing of lime shall not be used. Slurry placement of lime will be the only acceptable method of placement.*

### 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  $\mu\text{m}$ ) sieve = maximum 0.0%
- Residue retained on a No. 10 (2.00  $\mu\text{m}$ ) sieve = maximum 1.0%
- Residue retained on a No. 30 (600  $\mu\text{m}$ ) 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.

**d. Submittals.** *The Contractor shall submit to the Engineer certified test results or manufacturer's certification on the quicklime or lime slurry mix to be used before construction. No work shall begin nor shall any lime or lime slurry be placed for payment until the contractor has submitted samples of the materials intended for use and the materials have been approved by the Engineer.*

**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 and have a sulfate content of less than 0.3%.

### COMPOSITION

**155-3.1 Soil-lime mixture.** Lime shall be applied at 10% 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

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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 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. 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 work day. 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 approximately 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 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 93% 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 when tested with a 12-foot 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 meets 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, 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 +/- 1/2 inch when tested with a 12-foot 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 straightedge for the full length of each line on a 50-foot grid.

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**b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet 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 1,000 square yards 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 93% 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 D6938, Procedure A, direct transmission method. If the material fails to meet the density requirements, the area represented by the failed test shall be reworked to meet the density requirements. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**b. Thickness.** The thickness of the course shall be within +0 and -1/2 inch 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, 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 in the completed and accepted work.

**155-7.2** Lime shall be paid by the number of tons 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 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. 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 (12") - per square yard
Item P-155-8.2	Lime - per ton

P-155-4

**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 <sup>3</sup> ) (600 kN-m/m <sup>3</sup> )
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

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**ITEM P-208 AGGREGATE BASE COURSE****DESCRIPTION**

**208-1.1** This item shall consist of a base course composed of course aggregate bonded with fine aggregate base. It shall be constructed on a prepared subgrade or subbase course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

**MATERIALS**

**208-2.1 Aggregate base.** The aggregate base material shall consist of both fine and coarse aggregate. Material shall be clean, sound, durable particles and fragments of stone or gravel, crushed stone, or crushed gravel mixed or blended with sand, screenings, or other materials. Materials shall be handled and stored in accordance with all federal, state, and local requirements. The aggregate shall be free from clay lumps, organic matter, or other deleterious materials or coatings. The method used to produce the crushed gravel shall result in the fractured particles in the finished product as nearly constant and uniform as practicable. The fine aggregate portion, defined as the portion passing the No. 4 (4.75 mm) sieve produced in crushing operations, shall be incorporated in the base material to the extent permitted by the gradation requirements. Aggregate base material requirements are listed in the following table.

**AGGREGATE BASE MATERIAL REQUIREMENTS**

Material Test	Requirement	Standard
<b>Coarse Aggregate</b>		
Resistance to Degradation	Loss: 50% 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
Percentage of Fractured Particles	Minimum 60% by weight of particles with at least two fractured faces and 75% with at least one fractured face <sup>1</sup>	ASTM D5821
Flat Particles, Elongated Particles, or Flat and Elongated Particles	10% maximum, by weight, of flat, elongated, or flat and elongated particles <sup>2</sup>	ASTM D4791
Clay lumps and friable particles	Less than or equal to 3 percent	ASTM C142
<b>Fine Aggregate</b>		
Liquid limit	Less than or equal to 25	ASTM D4318
Plasticity Index	Not more than five (5)	ASTM D4318

<sup>1</sup> The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

<sup>2</sup> 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).

**208-2.2 Gradation requirements.** The gradation of the aggregate base material shall meet the requirements of the gradation given in the following table when tested per ASTM C117 and ASTM C136. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa. *The fraction of material passing the No. 200 (75 µm) sieve shall not exceed two-thirds the fraction passing the No. 40 (425 µm) sieve.*

### Gradation of Aggregate Base

Sieve Size	Design Range Percentage by Weight passing	Contractor's Final Gradation	Job Control Grading Band Tolerances for Contractor's Final Gradation <sup>1</sup> Percent
2 inch (50 mm)	100		±0
1-1/2 inch (37.5 mm)	70-100		±5
1 inch (25.0 mm)	55-85		±8
3/4 inch (19.0 mm)	50-80		±8
No. 4 (4.75 mm)	30-60		±8
No. 40 (425 µm)	10-30		±5
No. 200 (75 µm)	5-15		±3

- 1 The "Job Control Grading Band Tolerances for Contractor's Final Gradation" in the table shall be applied to "Contractor's Final Gradation" to establish a job control grading band. The full tolerance still applies if application of the tolerances results in a job control grading band outside the design range.

#### 208-2.3 Sampling and testing.

**a. Aggregate base materials.** The Contractor shall take samples of the aggregate base in accordance with ASTM D75 to verify initial aggregate base requirements and gradation. Material shall meet the requirements in paragraphs 208-2.1 and 208-2.2. This sampling and testing will be the basis for approval of the aggregate base quality requirements.

**b. Gradation requirements.** The Contractor shall take at least two aggregate base samples per day in the presence of the Resident Project Representative (RPR) to check the final gradation. Sampling shall be per ASTM D75. Material shall meet the requirements in paragraph 208-2.2. The samples shall be taken from the in-place, un-compacted material at sampling points and intervals designated by the RPR.

**208-2.4 Separation Geotextile.** Not used.

### CONSTRUCTION METHODS

**208-3.1 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. The maximum compacted thickness may be increased to a maximum of 12 inches 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 continue 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 by the RPR.

**208-3.2 Preparing underlying subgrade and/or subbase.** The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage,

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the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

**208-3.3 Production.** The aggregate shall be uniformly blended and, when at a satisfactory moisture content per paragraph 208-3.5, the approved material may be transported directly to the placement.

**208-3.4 Placement.** The aggregate shall be placed and spread on the prepared underlying layer by spreader boxes or other devices as approved by the RPR, to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course layer shall be constructed in lifts as established in the control strip, but not less than 4 inches nor more than 12 inches 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 at the Contractor's expense.

**208-3.5 Compaction.** Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be at least 100% of the maximum density of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D1557. The moisture content of the material during placing operations shall be within  $\pm 2$  percentage points of the optimum moisture content as determined by ASTM D1557. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**208-3.6 Weather limitations.** Material shall not be placed unless the ambient air temperature is at least 40°F and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

**208-3.7 Maintenance.** The base course shall be maintained in a condition that will meet all specification requirements. 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. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

**208-3.8 Surface tolerances.** After the course has been compacted, 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 recompact to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

**a. Smoothness.** The finished surface shall not vary more than 3/8-inch when tested with a 12-foot 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 straightedge for the full length of each line on a 50-foot grid.

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**b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +0 and -1/2 inch of the specified grade.

**208-3.9 Acceptance sampling and testing:** Aggregate base course shall be accepted for density and thickness on an area basis. Two tests will be made for density and thickness for each 1200 square yards. Sampling locations will be determined on a random basis per ASTM D3665.

**a. Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D1557. The in-place field density shall be determined per 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. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

**b. Thickness.** Depth tests shall be made by test holes at least 3 inches in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch 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, the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches, adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

#### METHOD OF MEASUREMENT

**208-4.1** The quantity of aggregate base course shall be measured by the number of square yards of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

#### BASIS OF PAYMENT

**208-5.1** Payment shall be made at the contract unit price per square yards for aggregate base course. This price shall be full compensation for furnishing all materials and for all operations, hauling, placing, and compacting of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-208-5.1                      6" Aggregate Base Course - per square yards

#### 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 C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

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ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ m (No. 200) Sieve in Mineral Aggregates by Washing
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 C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft <sup>3</sup> (600 kN-m/m <sup>3</sup> ))
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 <sup>3</sup> (2700 kN-m/m <sup>3</sup> ))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating
ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

American Association of State Highway and Transportation Officials (AASHTO)

M288 Standard Specification for Geosynthetic Specification for Highway Applications

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## ITEM P-501 CEMENT CONCRETE PAVEMENT

### DESCRIPTION

**501-1.1** This work shall consist of pavement composed of cement concrete with reinforcement or without 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.

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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 <sup>1</sup>	ASTM D4791
Bulk density of slag <sup>2</sup>	Weigh not less than 70 pounds per cubic foot (1.12 Mg/cubic meter)	ASTM C29
D-cracking (Freeze-Thaw) <sup>3</sup>	Durability factor $\geq 95$	ASTM C666

<sup>1</sup> 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).

<sup>2</sup> Only required if slag is specified.

<sup>3</sup> Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5% of slabs replaced) in similar conditions without D-cracking shall not be used unless the material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. The Contractor shall submit a current certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification

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and test results which are not dated or which are over one (1) year old or which are for different gradations will not be accepted.

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 <sup>1</sup>
Lightweight particles	ASTM C123 using a medium with a density of Sp. Gr. of 2.0	0.5
Chert <sup>2</sup> (less than 2.40 Sp Gr.)	ASTM C123 using a medium with a density of Sp. Gr. of 2.40)	1.0
Total of all deleterious Material		3.0 <sup>1</sup>

<sup>1</sup> 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. The total of all deleterious materials increases up to 3.5%.

<sup>2</sup> Chert and aggregates with less than 2.4 specific gravity.

<sup>3</sup> The limit for chert may be limited to 0.1 percent by mass in areas 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:

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

(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

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the CF and WF may be adjusted during production  $\pm 3$  WF and  $\pm 5$  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 $\mu$ m)	*
No. 50 (300 $\mu$ m)	*
No. 100 (150 $\mu$ m)	*

**501-2.2 Cement.** Cement shall conform to the requirements of ASTM C150 Type II.

**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, *Type II* 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.

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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 deformed and plain carbon steel bars conforming to the requirements of ASTM A615.

**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:

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### Lithium Admixture

Constituent	Limit (Percent by Mass)
LiNO <sub>3</sub> (Lithium Nitrate)	30 ±0.5
SO <sub>4</sub> (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.** Choke stone shall be an ASTM C33 Number 89 stone.

### 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 flexural strength that meets or exceeds the acceptance criteria contained in paragraph 501-6.6 for a flexural strength of 650 psi per ASTM C78.

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 for slip-form placement. For fixed-form placement, the slump shall not exceed 3 inches. For hand placement, the slump shall not exceed 4 inches.

~~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.~~

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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.

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**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 **4.5%**. 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 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. The acceptable control strip shall be paid for in accordance with paragraph 501-6.6.

**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 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

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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 yard 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 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 in 10 feet, and the upstanding leg shall not vary more than 1/4 inch. 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.

**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

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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. 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 and shall not be resumed until an ascending air temperature in the shade and away from artificial heat reaches 35°F.

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 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. 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, 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. 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 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.

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**(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. 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 flexural strength of 550 psi, based on the average of four field cured specimens per 2,000 cubic yards concrete placed. The Contractor must determine that the above minimum strengths are adequate to protection the pavement from overloads due to the construction equipment proposed for the project.

The Contractor shall have available materials for the protection of the concrete during cold, hot and/or inclement weather in accordance with paragraph 501-4.7.

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 for slip form 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.

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. 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.

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Not more than 15% of the total free edge of each 500-foot segment of pavement, or fraction thereof, shall have an edge slump exceeding 1/4 inch, and none of the free edge of the pavement shall have an edge slump exceeding 3/8 inch. (The total free edge of 500 feet 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 of paving lane originally constructed as a separate lane will have 1,000 feet of free edge, 500 feet 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 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. 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

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each 500 cubic yards 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 from their designated position and shall be true to line with not more than 1/4-inch variation in 10 feet. The surface across the joints shall be tested with a 12-foot straightedge as the joints are finished and any irregularities in excess of 1/4 inch 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 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

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#### 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. Dowel 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. The vertical location on the face of the slab shall be within a tolerance of  $\pm 1/2$  inch. The method used to install dowels shall ensure that the horizontal and vertical alignment will not be greater than  $1/4$  inch per foot, 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.

**(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 flexural strength of 450 psi 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 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.

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Joints shall be cut in locations as shown on the plans. The initial joint cut shall be a minimum 1/8 inch 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 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 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 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 finishing straightedge swung from handles capable of spanning at least one-half the width of the slab. The straightedge shall be held in contact

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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 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.** Not used.

c. **Artificial turf finish.** Not used.

**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 to not more than 150 square feet. 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.

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~~**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 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 continuously 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, 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 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 attained a flexural strength of 450 pounds per square inch when tested in accordance with ASTM C78. 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

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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 have a diameter of 2 inches to 4 inches, 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 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 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,  $\pm 1/16$  inch, and to a width of 5/8 inch,  $\pm 1/8$  inch. 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 remainder 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

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protecting adjacent pavement from damage. Damage to adjacent slabs may result in removal of additional slabs as directed by the RPR at the Contractor's expense.

The underlying material shall be repaired, re-compacted and shaped to grade.

Dowels of the size and spacing specified for other joints in similar pavement on the project shall be installed along all four (4) edges of the new slab in accordance with paragraph 501-4.10d.

Placement of concrete shall be as specified for original construction. The joints around the new slab shall be prepared and sealed as specified for original construction.

**e. Spalls along joints.**

(1) Spalls less than one inch wide and less than the depth of the joint sealant reservoir, shall be filled with joint sealant material.

(2) Spalls larger than one inch and/or deeper than the joint reservoir, but less than ½ the slab depth, and less than 25% of the length of the adjacent joint shall be repaired as follows:

i. Make a vertical saw cut at least one inch (25 mm) outside the spalled area and to a depth of at least 2 inches (50 mm). Saw cuts shall be straight lines forming rectangular areas surrounding the spalled area.

ii. Remove unsound concrete and at least 1/2 inch (12 mm) of visually sound concrete between the saw cut and the joint or crack with a light chipping hammer.

iii. Clean cavity with high-pressure water jets supplemented with compressed air as needed to remove all loose material.

iv. Apply a prime coat of epoxy resin, Type III, Grade I, to the dry, cleaned surface of all sides and bottom of the cavity, except any joint face.

v. Fill the cavity with low slump concrete or mortar or with epoxy resin concrete or mortar.

vi. An insert or other bond-breaking medium shall be used to prevent bond at all joint faces.

vii. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints.

(3) Spalls deeper than 1/2 of the slab depth or spalls longer than 25% of the adjacent joint require replacement of the entire slab.

**f. Diamond grinding of Concrete surfaces.** Diamond grinding shall be completed prior to pavement grooving. Diamond grinding of the hardened concrete should not be performed until the concrete is at least 14 days old and has achieved full minimum strength. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the joints will not be permitted. The depth of diamond grinding shall not exceed 1/2 inch 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 wide. The saw blades shall be 1/8-inch wide with sufficient number of flush cut blades that create grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch 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 program.** The Contractor shall develop a Quality Control Program in accordance with Item C-100. No partial payment will be made for materials that are subject to specific quality control requirements without an approved quality control program.

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**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 and as set forth in the CQCP. The testing program shall include, but not necessarily be limited to, tests for aggregate gradation, aggregate moisture content, slump, and air content. A QC Testing Plan shall be developed and approved by the RPR as part of the CQCP.

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.

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**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 straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. 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 is used, the data may be evaluated using the FAA profile program, ProFAA, 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 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; and at the third points of paving lanes when widths of paving lanes are 20 ft or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch 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 and 0.1 feet laterally. The documentation will be provided by the Contractor to the RPR by the end of the following working day.

Areas with humps or depression that that exceed grade or smoothness and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch less than the

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thickness specified on the plans. If these areas cannot be corrected with grinding then the slabs that are retaining water must be removed and replaced in accordance with paragraph 501-4.19d. Grinding shall be in accordance with paragraph 501-4.19f. All corrections will be at the Contractors expense.

**501-5.4 Control charts.** The Contractor shall maintain linear control charts for fine and coarse aggregate gradation, slump, and air content. The Contractor shall also maintain a control chart plotting the coarseness factor/workability factor from the combined gradations in accordance with paragraph 501-2.1d.

Control charts shall be posted in a location satisfactory to the RPR and shall be kept up to date at all times. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and suspension Limits, or Specification limits, applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a potential problem and the Contractor is not taking satisfactory corrective action, the RPR may halt production or acceptance of the material.

**a. Fine and coarse aggregate gradation.** The Contractor shall record the running average of the last five gradation tests for each control sieve on linear control charts. Superimposed on the control charts shall be the action and suspension limits. Gradation tests shall be performed by the Contractor per ASTM C136. The Contractor shall take at least two samples per lot to check the final gradation. Sampling shall be per ASTM D75 from the flowing aggregate stream or conveyor belt.

**b. Slump and air content.** The Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits.

**c. Combined gradation.** The Contractor shall maintain a control chart plotting the coarseness factor and workability factor on a chart in accordance with paragraph 501-2.1d.

#### Control Chart Limits<sup>1</sup>

Control Parameter	Individual Measurements	
	Action Limit	Suspension Limit
Gradation <sup>2</sup>	*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%

<sup>1</sup> Control charts shall developed and maintained for each control parameter indicated.

<sup>2</sup> Control charts shall be developed and maintained for each sieve size.

<sup>3</sup> Action and suspension limits shall be determined by the Contractor.

**501-5.5 Corrective action at Suspension Limit.** The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of control. The CQCP shall detail what action will be taken to bring the process into control and shall contain sets of rules to gauge when a process is out of control. As a minimum, a 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.

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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, 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 6,000 square yards. Each lot will be divided into approximately equal sublots with individual sublots between 1000 to 1500 square 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.**

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**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 C78. 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 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
- (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. Acceptance for profilograph smoothness will be based on the criteria contained in paragraph 501-6.6b(4).

Production quality must achieve 90 PWL or higher to receive full payment.

Strength and thickness will be evaluated for acceptance on a lot basis using the method of estimating PWL. Production quality must achieve 90 PWL or higher to receive full pavement. The PWL will be determined in accordance with procedures specified in Item C-110.

The lower specification tolerance limit (L) for strength and thickness will be:

~~Lower Specification Tolerance Limit (L)~~

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Strength	0.93 × strength specified in paragraph 501-3.3
Thickness	Lot Plan Thickness in inches, - 0.50 in

**b. Acceptance criteria.**

**(1) Strength.** If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment for the lot will be determined in accordance with paragraph 501-8.1.

**(2) Thickness.** If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment for the lot will be determined in accordance with paragraph 501-8.1.

**(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 reduced by 5% and not be more than 95%.

**(4) Profilograph roughness for QA Acceptance.** The final profilograph shall be the full length of the project to facilitate testing of roughness between lots. The Contractor, in the presence of the RPR shall perform a profilograph roughness test on the completed project with a profilograph meeting the requirements of ASTM E1274 or a Class I inertial profiler meeting ASTM E950. Data and results shall be provided within 48 hrs of profilograph roughness tests.

The pavement shall have an average profile index less than 15 inches per mile per 1/10 mile. The equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must grind" bumps and the Profile Index for the pavement using a 0.2-inch blanking band. The bump template must span one inch with an offset of 0.4 inches. The profilograph must be calibrated prior to use and operated by a factory or State DOT approved, trained operator. Profilograms shall be recorded on a longitudinal scale of one inch equals 25 feet and a vertical scale of one inch equals one inch. Profilograph shall be performed one foot right and left of project centerline and 15 feet right and left of project centerline. Any areas that indicate "must grind" shall be corrected with diamond grinding per paragraph 501-4.19f or by removing and replacing full depth of surface course, as directed by the RPR. Where corrections are necessary, a second profilograph run shall be performed to verify that the corrections produced an average profile index of 15 inches per mile per 1/10 mile or less.

**(5) Adjustments for repair.** Sublots with spall repairs, crack repairs, or partial panel replacement, will be limited to no more than 95% payment.

**(6) Adjustment for grinding.** For sublots with grinding over 25% of a subplot, payment will be reduced 5%.

**METHOD OF MEASUREMENT**

**501-7.1** Concrete pavement shall be measured by the number of square yards of either 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 smoothness, 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:

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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 (See Note 1 under the Price Adjustment Schedule table below).

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the work as specified herein and on the drawings.

**a. Basis of adjusted payment.** The pay factor for each individual lot shall be calculated in accordance with the Price Adjustment Schedule table below. A pay factor shall be calculated for both strength and thickness. The lot pay factor shall be the higher of the two values when calculations for both strength and thickness are 100% or higher. The lot pay factor shall be the product of the two values when only one of the calculations for either strength or thickness is 100% or higher. The lot pay factor shall be the lower of the two values when calculations for both strength and thickness are less than 100%.

**Price Adjustment Schedule<sup>1</sup>**

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 <sup>2</sup>

<sup>1</sup> 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.

<sup>2</sup> 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 subplot. 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 subplot.

**d. Profilograph Roughness.** The Contractor will receive full payment when the profilograph average profile index is in accordance with paragraph 501-6.6b(4). When the final average profile index for the entire length of pavement does not exceed 15 inches per mile per 1/10 mile, payment will be made at the contract unit price for the completed pavement.

**e. Payment. Payment shall be made under:**

Item P-501-8.1 11.5" Portland Cement Concrete Pavement – 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

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ASTM C117	Standard Test Method for Materials Finer than 75- $\mu$ 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

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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 Inclinator to Measure Longitudinal and Transverse Profiles of a Traveled Surface

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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<sup>th</sup> 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**

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## 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 Type SL.

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 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 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 and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

*Prior to beginning the sealing operation, the Contractor shall have the sealant supplier demonstrate, to the satisfaction of the Engineer, the cleaning and installation procedures for the joint sealant to be installed on the project.*

**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 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.** The Contractor must demonstrate sandblasting equipment including the air compressor, 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 Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

**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

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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 sandblasting as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch 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 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 ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch  $\pm$  1/16 inch below the top of

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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** Joint sealing *shall not be measured for separate payment.* ~~material shall be measured by the [ gallon [ pound ] [ linear foot ] of sealant in place, completed, and accepted.~~

#### BASIS OF PAYMENT

**605-5.1** *Joint sealing shall be considered subsidiary to the item in which it is contained.* ~~Payment for joint sealing material shall be made at the contract unit price per [ gallon ] [ pound ] [ linear foot ]. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

#### 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

##### Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
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END ITEM P-605

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## 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.** Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5% of slabs replaced) in similar conditions without D-cracking shall not be used unless the

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material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. The Contractor shall submit a current certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification and test results which are not dated or which are over one (1) year old or which are for different gradations will not be accepted.

Crushed granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite or trap rock are considered to meet the D-cracking test requirements but must meet all other quality tests specified in Item P-501.

**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 D1751 or ASTM D1752.

**610-2.9 Joint filler.** The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

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**610-2.10 Steel reinforcement.** Reinforcing shall consist of reinforcing steel conforming to the requirements of ASTM A615.

**610-2.11 Materials for curing concrete.** Curing materials shall conform to ASTM C171 (Waterproof paper) or ASTM C309 (White-pigmented liquid membrane-forming compound, Type 2, Class B).

### 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 4,000 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. 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 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 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 nor more than 100°F. 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.

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**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. 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, 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, follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

#### QUALITY CONTROL (QC) ASSURANCE (QA)

**610-4.1 Quality Control 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 Contractor 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 QC 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.

#### BASIS OF PAYMENT

**610-6.1** Concrete shall be considered incidental and no separate payment shall be made. This shall be full compensation for furnishing all materials including reinforcement and embedded items and for all preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

#### REFERENCES

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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

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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**

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**ITEM P-620 RUNWAY AND TAXIWAY MARKING****DESCRIPTION**

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

**MATERIALS**

**620-2.1 Materials acceptance.** The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

**620-2.2 Marking materials.****Table 1. Marking Materials**

<b>Paint<sup>1</sup></b>				<b>Glass Beads<sup>2</sup></b>	
<b>Type</b>	<b>Color</b>	<b>Fed Std. 595 Number</b>	<b>Application Rate Maximum</b>	<b>Type</b>	<b>Application Rate Minimum</b>
Waterborne Type II	White	37925	115 ft <sup>2</sup> /gal	Type I-A	10 lb/gal
Waterborne Type II	Yellow	33538 or 33655	115 ft <sup>2</sup> /gal	Type I-A	10 lb/gal
Waterborne Type II	Red	31136	115 ft <sup>2</sup> /gal	Type I-A	10 lb/gal
Waterborne Type II	Black	37038	115 ft <sup>2</sup> /gal	N/A	N/A

<sup>1</sup> See paragraph 620-2.2a

<sup>2</sup> See paragraph 620-2.2b

**a. Paint.** Paint shall be waterborne and preformed thermoplastic (*where specified in the construction drawings*) in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

**Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**Preformed Thermoplastic Airport Pavement Markings.** Markings must be composed of ester modified resins in conjunction with aggregates, pigments, and binders that have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

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~~(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.~~

~~(a) The markings must be supplied with an integral, non-reflectorized black border.~~

~~(2) Graded glass beads.~~

~~(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to Federal Specification TT-B-1325D, Type I, gradation A and Federal Specification TT-B-1325D, Type IV.~~

~~(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb (±10%) per 10 square feet. These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.~~

~~Preformed Thermoplastic Bead Gradation~~

Size Gradation		Retained, %	Passing, %
U.S. Mesh	µm		
12	1700	0-2	98-100
14	1400	0-3.5	96.5-100
16	1180	2-25	75-98
18	1000	28-63	37-72
20	850	63-72	28-37
30	600	67-77	23-33
50	300	89-95	5-11
80	200	97-100	0-3

~~(3) Heating indicators. The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.~~

~~(4) Pigments. Percent by weight.~~

~~(a) White:~~

~~Titanium Dioxide, ASTM D476, type II shall be 10% minimum.~~

~~(b) Yellow and Colors:~~

~~Titanium Dioxide, ASTM D476, type II shall be 1% minimum.~~

~~Organic yellow, other colors, and tinting as required to meet color standard.~~

~~(5) Prohibited materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant federal regulations.~~

~~(6) Daylight directional reflectance.~~

~~(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.~~

~~(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:~~

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<del>x .462</del>	<del>x .470</del>	<del>x .479</del>	<del>x .501</del>
<del>y .438</del>	<del>y .455</del>	<del>y .428</del>	<del>y .452</del>

~~(7) Skid resistance. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.~~

~~(8) Thickness. The material must be supplied at a nominal thickness of 65 mil.~~

~~(9) Environmental resistance. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.~~

~~(10) Retroreflectivity. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.~~

~~(11) Packaging. Packaging shall protect the material from environmental conditions until installation.~~

~~(12) Preformed thermoplastic airport pavement marking requirements.~~

~~(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.~~

~~(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.~~

~~(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet long) must be factory assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.~~

~~(d) The marking material must set up rapidly, permitting the access route to be re-opened to traffic after application.~~

~~(e) The marking material shall have an integral color throughout the thickness of the marking material.~~

**b. Reflective media.** Glass beads for white, yellow and red paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

## CONSTRUCTION METHODS

**620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface

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temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

**620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

**b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

**c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufacturers application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

**620-3.5 Application.** ~~A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings.~~ Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

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### Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

#### 620-3.6 Application—preformed thermoplastic airport pavement markings.

~~To ensure minimum single pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet and a free span between supporting wheels of no less than 18 feet. The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2-inch-wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.~~

**620-3.7 Control strip.** Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

**620-3.8 Retro-reflectance.** Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other. *The contractor shall be responsible for this test.*

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### Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m <sup>2</sup> /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than <sup>1</sup> .	100	75	10

<sup>1</sup> Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

**620-3.9 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

### METHOD OF MEASUREMENT

~~620-4.1a The quantity of surface preparation shall be measured by the number of square feet of surface preparation.~~

~~620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet of painting.~~

~~620-4.1c The quantity of reflective media shall be paid for by [ the number of pounds ] [ lump sum ] of reflective media.~~

~~620-4.1d [ The quantity of temporary markings to be paid for shall be [ the number of square feet of painting ] [ lump sum price ] performed in accordance with the specifications and accepted by the RPR. Temporary marking includes surface preparation, application and complete removal of the temporary marking. ] [ Temporary markings not required. ]~~

~~620-4.1e The quantity of preformed markings to be paid for shall be the number of square feet of preformed markings.~~

### BASIS OF PAYMENT

~~620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.~~

~~620-5.1a Payment for surface preparation shall be made at the contract price for the number of square feet of surface preparation.~~

~~620-5.2b Payment for markings shall be made at the contract price for the number of square feet of painting.~~

~~620-5.3c Payment for reflective media shall be made at the contract unit price for [ the number of pounds of reflective media ] [ lump sum ].~~

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~~620-5.4d~~ Payment for temporary markings shall be made at the contract price for ~~[ the number of square feet of painting ] [ lump sum price ]~~. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item. ~~[ Temporary markings are not required. ]~~

~~620-5.5e~~ Payment for preformed markings shall be made at the contract price for the number of square feet of preformed markings.

Payment will be made under:

Item P-620-5.1a	Pavement Markings (White) with Reflective Media - per square foot
Item P-620-5.1b	Pavement Markings (Yellow) with Reflective Media – per square foot
Item P-620-5.1c	Pavement Markings (Red) with Reflective Media - per square foot
Item P-620-5.1d	Pavement Markings (Black) without Reflective Media - per square foot

#### 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 D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

#### Code of Federal Regulations (CFR)

40	CFR	Part	60,	Appendix	A-7,	Method	24
Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings							

29 CFR-Part 1910:1200 Hazard Communication

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Federal Specifications (FED SPEC)

FED SPEC TT-B-1325DBeads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

**END OF ITEM P-620**

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**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 reasonably close conformity with the lines and grades shown on the plans. *All reinforced concrete pipe shall be Class III pipe unless otherwise denoted on the plans. No pick-eye holes will be allowed.*

**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:

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

**701-2.3 Concrete.** Not used.

**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 pre-coated 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.

**701-2.5 Joint mortar.** Not used.

**701-2.6 Joint fillers.** Not used.

**701-2.7 Plastic gaskets.** Not used.

**701-2.8. Controlled low-strength material (CLSM).** 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 on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

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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 or 1/2 inch 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 *number 57 stone as defined in ASTM C 33 or approved equal*. ~~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 roughly 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. 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 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 up grade. 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 up grade.

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

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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.

~~**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 M106 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 M204. 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 manufacturers recommendations. [ Joints shall meet the requirements of ASTM D4161 for flexible elastomeric seals. ] [ 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 on each side of the pipe and shall be brought up one foot 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 and shall be brought up evenly on each side of the pipe to one foot 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 relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be place and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D1557. 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.

*The Contractor shall 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.*

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.

**METHOD OF MEASUREMENT**

**701-4.1** The length of pipe shall be measured in linear feet 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. 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** Not used.

**701-4.3** Not used.

**701-4.4** Not used.

**701-4.5** *The volume of bedding will not be measured for separate payment but will be considered subsidiary to pipe installation.*

**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 for Each class and size of pipe.

**701-5.2** Not used.

**701-5.3** Not used.

**701-5.4** Not used.

Payment will be made under:

Item D-701-5.1            18" Reinforced Concrete Pipe, Class III - per linear foot

Item D-701-5.2            24" Reinforced Concrete Pipe, Class III - per linear foot

### 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 Drain Pipe 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

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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 Drain Pipe
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

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- 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

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## ITEM D-751 MANHOLES, CATCH BASINS, INLETS AND INSPECTION HOLES

### DESCRIPTION

**751-1.1** This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

### MATERIALS

~~**751-2.1 Brick.** The brick shall conform to the requirements of ASTM C32, Grade MS.~~

~~**751-2.2 Mortar.** Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.~~

**751-2.3 Concrete.** Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

**751-2.4 Precast concrete pipe manhole rings.** Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches nor more than 48 inches. There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

**751-2.5 Corrugated metal.** Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

**751-2.6 Frames, covers, and grates.** The castings shall conform to one of the following requirements:

- ~~a. ASTM A48, Class 35B: Gray iron castings~~
- ~~b. ASTM A47: Malleable iron castings~~
- ~~c. ASTM A27: Steel castings~~
- ~~d. ASTM A283, Grade D: Structural steel for grates and frames~~
- e. ASTM A536, Grade 65-45-12: Ductile iron castings
- ~~f. ASTM A897: Austempered ductile iron castings~~

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

**751-2.7 Steps.** The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

~~**751-2.8 Precast inlet structures.** Manufactured in accordance with and conforming to ASTM C913.~~

### CONSTRUCTION METHODS

~~**751-3.1 Unclassified excavation.**~~

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a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

#### **751-3.2 Brick structures.**

~~a. Foundations. A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.~~

~~b. Laying brick. All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoveled joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.~~

~~c. Joints. All joints shall be filled with mortar at every course. Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch nor more than 1/2 inch wide and the selected joint width shall be maintained uniform throughout the work.~~

~~d. Pointing. Face joints shall be neatly struck, using the weather struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.~~

~~e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.~~

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~~f. Curing and cold weather protection. The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F for the duration of the curing period.~~

**751-3.3 Concrete structures.** Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

**751-3.4 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

**751-3.5 Corrugated metal structures.** Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

**751-3.6 Inlet and outlet pipes.** Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

**751-3.7 Placement and treatment of castings, frames, and fittings.** All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

~~After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.~~

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**751-3.8 Installation of steps.** The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches.

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

#### **751-3.9 Backfilling.**

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

b. Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

**751-3.10 Cleaning and restoration of site.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

### **METHOD OF MEASUREMENT**

**751-4.1** Manholes, catch basins, inlets, and inspection holes shall be measured by the unit, completed and accepted.

**751-4.2** Reinforcing steel shall not be measured for separate payment but shall be considered subsidiary to the structure in which it is contained.

### **BASIS OF PAYMENT**

**751-5.1** The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751-5.1 5' x 5' Airfield Rated Grate Inlet - per each

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**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 A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
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 C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C913	Standard Specification for Precast Concrete Water and Wastewater Structures.

**American Association of State Highway and Transportation Officials (AASHTO)**

AASHTO M36	Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
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## ITEM D-752 CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES

### DESCRIPTION

**752-1.1** This item shall consist of reinforced concrete culverts, headwalls, and miscellaneous drainage structures constructed in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

### MATERIALS

**752-2.1 Concrete.** Reinforced concrete shall meet the requirements of Item P-610.

**752-2.2 END SECTIONS.** *Concrete end sections shall be reinforced concrete conforming to the requirements of ASTM C76 and conform to the TxDOT Standard Drawings, Precast Safety End Treatment. Reinforced concrete curtain walls are required. Jointing and bedding for end sections will be as stated for other pipe.*

### CONSTRUCTION METHODS

#### **752-3.1 Unclassified excavation.**

a. Trenches and foundation pits for structures or structure footings shall be excavated to the lines and grades and elevations shown on the plans. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the RPR may approve, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing steel is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to perform and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for excavation.

d. All bracing, sheathing, or shoring shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage the finished concrete. The cost of removal shall be included in the unit price bid for excavation.

e. After each excavation is completed, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

#### **752-3.2 Backfilling.**

a. After a structure has been completed, backfilling with approved material shall be accomplished by applying the fill in horizontal layers not to exceed 8 inches in loose depth, and compacted. The field density of the compacted material shall be at least 90% of the maximum density for cohesive soils and 95% of the maximum density for noncohesive soils. The maximum density shall be determined in accordance with ASTM D698. The field density shall be determined in accordance with ASTM D1556.

b. No backfilling shall be placed against any structure until approved by the RPR. For concrete, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill or the placement methods.

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c. Fill placed around concrete culverts shall be deposited on each side at the same time and to approximately the same elevation. All slopes bounding or within the areas to be backfilled shall be stepped or serrated to prevent wedge action against the structure.

d. Backfill will not be measured for direct payment. Performance of this work shall be considered as a subsidiary obligation of the Contractor, covered under the *item which it is contained*. ~~contract unit price for "unclassified excavation for structures."~~

**752-3.3 Weep holes.** Weep holes shall be constructed as shown on the plans.

**752-3.4 Cleaning and restoration of site.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankment, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

#### METHOD OF MEASUREMENT

~~752-4.1 The quantity of unclassified excavation for structures shall be the number of cubic yards measured in original position, of material excavated in accordance with the plans, or as approved by the RPR; but in no case shall any yardage be included in the measurement for payment which is outside of a volume bounded by vertical planes 18 inches outside of and parallel to the neat lines of the footings.~~

~~752-4.2 Concrete shall be measured by the number of cubic yards of concrete, complete in place and accepted. In computing the yardage of concrete for payment, the dimensions used shall be those shown on the plans or approved by the RPR. No measurements or other allowances shall be made for forms, false work, cofferdams, pumping, bracing, expansion joints, or finishing of the concrete. No deductions in yardage shall be made for the volumes of reinforcing steel or embedded items.~~

~~752-4.3 The quantity of reinforcing steel shall be the calculated theoretical number of pounds placed as shown on the plans, complete in place and accepted. The unit weight used for deformed bars shall be the weight of plain square or round bars, as the case may be, of equal nominal size.~~

*752-4.4 Concrete culverts, headwalls, and miscellaneous drainage structures shall be measured by the unit, completed in place and accepted.*

*752-4.5 Reinforcing steel shall not be measured for separate payment but shall be considered subsidiary to the structure in which it is contained.*

#### BASIS OF PAYMENT

~~752-5.1 Payment will be made at the contract unit price per cubic yard for unclassified excavation for structures.~~

~~752-5.2 Payment will be made at the contract unit price per cubic yard for concrete for the structures.~~

~~752-5.3 Payment will be made at the contract unit price per pound for reinforcing steel.~~

*752-5.4 Payment will be made at the contract unit price per each for concrete culverts, headwalls, and miscellaneous drainage structures. These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and placing the materials, furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plan; and for all labor, equipment, tools, and incidentals necessary to complete the structure.*

Payment will be made under:

Item D-752-5.1                      24" Reinforced Concrete Safety End Treatment — per Each

D-752-2

12/21/2018AC 150/5370-10H**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 D698                      Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>))

ASTM D1556                    Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

**END OF ITEM D-752**

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**ITEM T-901 SEEDING**

**DESCRIPTION**

**901-1.1** This item shall consist of soil preparation, seeding, fertilizing, and liming the areas shown on the plans or as directed by the RPR in accordance with these specifications.

**MATERIALS**

**901-2.1 Seed.** The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as specified in the TxDOT Standard Specification, Item 164 – Seeding for Erosion Control. follows:

**Seed Properties and Rate of Application**

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
*	*	*	*
*	*	*	*

Seeding shall be performed during the period between [ ] and [ ] inclusive, unless otherwise approved by the RPR.

**901-2.2 Lime.** Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 µm) mesh sieve and 50% will pass through a No. 100 (150 µm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate specified by the tests furnished in T-905 of [ ]. All liming materials shall conform to the requirements of ASTM C602.

**901-2.3 Fertilizer.** Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer-soluble-in-water, suitable for application by power sprayers; or

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c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-20-10 commercial fertilizer and shall be spread at the rate of 600 lbs/acre. *Contractor may utilize another commercial fertilizer and apply at a rate equal to at least 60 lbs of nitrogen per acre.*

**901-2.4 Soil for repairs.** The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

### CONSTRUCTION METHODS

**901-3.1 Advance preparation and cleanup.** After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

#### 901-3.2 Dry application method.

**a. Liming.** Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

**b. Fertilizing.** Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

**c. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

**d. Rolling.** After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

#### 901-3.3 Wet application method.

**a. General.** The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

**b. Spraying equipment.** The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the

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tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb / sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For ease of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

**c. Mixtures.** Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

**d. Spraying.** Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

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On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

**901-3.4 Maintenance of seeded areas.** The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

#### METHOD OF MEASUREMENT

**901-4.1** The quantity of seeding to be paid for shall be the number of acres measured on the ground surface, completed and accepted. *Seeding shall be measured to the nearest tenth (0.1) of an acre. Lime and fertilizer will not be measured for separate payment but will be considered subsidiary to seeding.*

#### BASIS OF PAYMENT

**901-5.1** Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901-5.1	Seeding - per acre
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#### 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 C602	Standard Specification for Agricultural Liming Materials
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##### Federal Specifications (FED SPEC)

FED SPEC	JJJ-S-181, Federal Specification, Seeds, Agricultural
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##### Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports
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##### FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel
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**END OF ITEM T-901**

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## ITEM T-904 SODDING

### DESCRIPTION

**904-1.1** This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

### MATERIALS

**904-2.1 Sod.** Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in the *TxDOT Standard Specifications, Item 162 – Sodding for Erosion Control special provisions*, and any vegetation more than 6 inches in height shall be mowed to a height of 3 inches or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the *TxDOT Standard Specifications, Item 162 – Sodding for Erosion Control special provisions*. Type of sod shall be the type specified in the *Standard Specifications, Item 162*.

**904-2.2 Lime.** Lime shall be ground limestone containing not less than 85% of total carbonates, and shall be ground to such fineness that 90% will pass through a No. 20 (850 µm) mesh sieve and 50% will pass through a No. 100 (150 µm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate *specified by the tests furnished in T-905 of [ ]*. All liming materials shall conform to the requirements of ASTM C602.

**904-2.3 Fertilizer.** Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-20-10 commercial fertilizer and shall be spread at the rate of 600 lbs/acre.

*Contractor can utilize another commercial fertilizer and apply at a rate equal to at least 60 lbs of nitrogen per acre.*

**904-2.4 Water.** The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

**904-2.5 Soil for repairs.** The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

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## CONSTRUCTION METHODS

**904-3.1 General.** Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the RPR before the various operations are started. The Contractor shall demonstrate to the RPR before starting the various operations that the application of required materials will be made at the specified rates.

**904-3.2 Preparing the ground surface.** After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

**904-3.3 Applying fertilizer and ground limestone.** Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches by discing, raking, or other suitable methods. Any stones larger than 2 inches in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

**904-3.4 Obtaining and delivering sod.** After inspection and approval of the source of sod by the RPR, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches. Sod sections or strips shall be cut in uniform widths, not less than 10 inches, and in lengths of not less than 18 inches, but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor's control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, approval to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

**904-3.5 Laying sod.** Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the RPR, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch below the pavement edge. Where the flow will be over the

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sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches in length and have a cross-sectional area of not less than 3/4 sq inch. The pegs shall be driven flush with the surface of the sod.

**904-3.6 Watering.** Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

**904-3.7 Establishing turf.** The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the RPR. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. Weeds or other undesirable vegetation shall be mowed and the clippings raked and removed from the area.

**904-3.8 Repairing.** When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and the condition of the soil, as directed by the RPR, and shall then be sodded as specified in paragraph 904-3.5.

#### METHOD OF MEASUREMENT

**904-4.1** This item shall be measured on the basis of the area in square yards of the surface covered with sod and accepted.

#### BASIS OF PAYMENT

**904-5.1** This item will be paid for on the basis of the contract unit price per square yard for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904-5.1 Sodding - 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 C602 Standard Specification for Agricultural Liming Materials

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-904**

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## ITEM T-905 TOPSOIL

### DESCRIPTION

**905-1.1** This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

### MATERIALS

**905-2.1 Topsoil.** Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches) or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed, but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh (75  $\mu$ m) sieve as determined by the wash test in accordance with ASTM C117. *Topsoil testing shall be completed and paid for by the Contractor.*

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

**905-2.2 Inspection and tests.** Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

### CONSTRUCTION METHODS

**905-3.1 General.** Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

**905-3.2 Preparing the ground surface.** Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

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**905-3.3 Obtaining topsoil.** Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded, or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading, or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

**905-3.4 Placing topsoil.** The topsoil shall be evenly spread on the prepared areas to a uniform depth of 4 inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turving operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

#### METHOD OF MEASUREMENT

**905-4.1** Topsoil obtained on the site or off site shall be measured by the area in square yards of the specified thickness of topsoil rehandled and placed from the topsoil stockpiled under Item P-152-2.14 as accepted by the RPR. Topsoiling measured for payment shall only be the planned limits of construction. ~~number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoil by the Contractor shall be measured by the number of cubic yards of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.~~

**905-4.2** ~~Topsoil obtained off the site shall be measured by the number of square yards at the specified thickness cubic yards of topsoil measured in its final original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.~~

#### BASIS OF PAYMENT

**905-5.1** Payment will be made at the contract unit price per square yard of the specified thickness cubic yard for topsoil (obtained on the site or off site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

~~**905-5.2** Payment will be made at the contract unit price per square yard of the specified thickness cubic yard for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.~~

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Payment will be made under:

Item T-905-5.1 Topsoil (Obtained On-Site or Off-Site 4" Thickness) - 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 C117 Materials Finer than 75  $\mu\text{m}$  (No. 200) Sieve in Mineral Aggregates by Washing

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-905**

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## ITEM L-108 UNDERGROUND POWER CABLE FOR AIRPORTS

### DESCRIPTION

**108-1.1** This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

### EQUIPMENT AND MATERIALS

#### 108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

**108-2.2 Cable.** Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits-latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield

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lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 [Type B][Type C], 5,000 volts, non-shielded, with ~~[ethylene propylene insulation]~~[cross-linked polyethylene insulation]. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

**108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods).** Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. ~~For voltage-powered circuits, the equipment grounding conductor shall comply with NEC Article 250.~~

Ground rods shall be copper. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet long and 3/4 inch in diameter.

**108-2.4 Cable connections.** In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

**a. The cast splice.** A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

**b. The field-attached plug-in splice.** Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal are acceptable.

**c. The factory-molded plug-in splice.** Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

**d. The taped or heat-shrink splice.** Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. ~~The tubing shall be factory coated with a~~

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thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

**108-2.5 Splicer qualifications.** Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

**108-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

**108-2.7 Flowable backfill.** Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

**108-2.8 Cable identification tags.** Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

**108-2.9 Tape.** Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

**108-2.10 Electrical coating.** Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

**108-2.11 Existing circuits.** Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual. Refer to specification SS-300 for additional megger testing requirements.

**108-2.12 Detectable warning tape.** Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

## CONSTRUCTION METHODS

**108-3.1 General.** The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to

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carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch in size. The cable circuit identification shall match the circuits noted on the construction plans.

**108-3.2 Installation in duct banks or conduits.** This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

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The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

**108-3.3 Installation of direct-buried cable in trenches.** Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

**a. Trenching.** Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 inches below finished grade per NEC Table 300.5, except as follows:

- When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches unless otherwise specified.
- Minimum cable depth when crossing under a railroad track, shall be 42 inches unless otherwise specified.

The Contractor shall excavate all cable trenches to a width not less than 6 inches. Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. Flowable backfill material may alternatively be used. *The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under subsidiary to the respective trenching or conduit or duct bank pay item.*

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

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(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

**b. Backfilling.** After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall encompass all cables; be 3 inches deep, loose measurement; and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. This layer shall not be compacted. The second layer shall be 5 inches deep, loose measurement, and shall contain no particles that would be retained on a one inch (25.0 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent material. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of per the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the direct-buried cable or the counterpoise wire if present. A 3-6 inch wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inches minimum below finished grade.

**c. Restoration.** Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the sodding and seeding as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557. Restoration shall be considered incidental to the pay item of which it is a component part.

**108-3.4 Cable markers for direct-buried cable.** The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet square and 4-6 inch thick, extending approximately one inch above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches high and 3 inches wide, with width of stroke 1/2 inch and 1/4 inch deep. Stencils shall be used for cable marker lettering; no hand lettering shall be permitted.

At the location of each underground cable connection/splice, except at lighting units, or isolation transformers, a concrete marker slab shall be installed to mark the location of the connection/splice. The

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Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the RPR. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the RPR. Furnishing and installation of cable markers is incidental to the respective cable pay item.

**108-3.5 Splicing.** Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

**a. Cast splices.** These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

**b. Field-attached plug-in splices.** These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

**c. Factory-molded plug-in splices.** These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

**d. Taped or heat-shrink splices.** A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

**e. Assembly.** Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean

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all surfaces at least 1/4 inch beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

**108-3.6 Bare counterpoise wire installation for lightning protection and grounding.** If shown on the plans or included in the job specifications, bare solid No. 6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. **Equipotential.** – The counterpoise size is shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches minimum or 12 inches maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

**b. Isolation** – Not used

**c. Common Installation requirements.** When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

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The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

~~**d. Parallel Voltage Systems.** Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.~~

**108-3.7 Counterpoise installation above multiple conduits and duct banks.** Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

**108-3.8 Counterpoise installation at existing duct banks.** When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

**108-3.9 Exothermic bonding.** Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

- a. All slag shall be removed from welds.
- b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.
- c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

**108-3.10 Testing.** The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

- a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.
- b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter.

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The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 500 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

#### METHOD OF MEASUREMENT

**108-4.1** Trenching shall be measured by the linear feet of trench, including the excavation, backfill, and restoration, completed, measured as excavated, and accepted as satisfactory. When specified, separate measurement shall be made for trenches of various specified widths.

The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

**108-4.2** Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

**108-4.3** No separate payment will be made for ground rods.

#### BASIS OF PAYMENT

**108-5.1** Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

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Payment will be made under:

Item L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit - per Linear Foot
Item L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations - per Linear Foot
Item L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth - per Linear Foot

### 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 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

#### Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

#### ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

#### Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive
MIL-P-21035	Paint High Zinc Duct Content, Galvanizing Repair

#### National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

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American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Federal Aviation Administration Standard

FAA STD-019E Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment

**END OF ITEM L-108**

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## ITEM L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

### DESCRIPTION

**110-1.1** This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

### EQUIPMENT AND MATERIALS

#### 110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

~~**110-2.2 Steel conduit.** Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10 mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."~~

**110-2.3 Plastic conduit.** Plastic conduit and fittings shall conform to the following requirements:

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- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

- a. Type I—Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II—Schedule 40 PVC suitable for either above ground or underground use.
- c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.
- d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

~~110-2.4 Split conduit. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.~~

**110-2.5 Conduit spacers.** Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

**110-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

**110-2.7 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

~~110-2.8 Flowable backfill. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.~~

**110-2.9 Detectable warning tape.** Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches wide. Detectable tape is incidental to the respective bid item.

## CONSTRUCTION METHODS

**110-3.1 General.** The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches per 100 feet. On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches below the

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subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet.

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch sieve. Flowable backfill may alternatively be used. *The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under [Item P-152] [subsidiary to the respective trenching or conduit or duct bank pay item].*

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet.

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Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables) cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

**110-3.2 Duct banks.** Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet beyond the edges of the pavement or 3 feet beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches apart measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the

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plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches wide tape, 8 inches minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch wide tape only for single conduit runs. Utilize the 6-inch wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

**110-3.3 Conduits without concrete encasement.** Trenches for single-conduit lines shall be not less than 6 inches nor more than 12 inches wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

**110-3.4 Markers.** The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet square and 4 - 6 inches thick extending approximately one inch above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint,

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as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches high and 3 inches wide with width of stroke 1/2 inch and 1/4 inch deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

**110-3.5 Backfilling for conduits.** For conduits, 8 inches of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

**110-3.6 Backfilling for duct banks.** After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

**110-3.7 Restoration.** Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include seeding as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

**110-3.8 Ownership of removed cable.** Jack Brooks Regional Airport shall have the first right of refusal for any copper cable removed from the airfield during the project.

#### METHOD OF MEASUREMENT

**110-4.1** Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

#### BASIS OF PAYMENT

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**110-5.1** Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2-inch - per Linear Foot
Item L-110-5.2	Concrete Encased Electrical Duct Bank, 2-Way 2-inch – per Linear Foot

#### 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 Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

#### ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
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#### National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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#### Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

**END OF ITEM L-110**

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## ITEM L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES

### DESCRIPTION

**115-1.1** This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR.

### EQUIPMENT AND MATERIALS

#### 115-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

**115-2.2 Concrete structures.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures. Cast-in-place concrete structures shall be as shown on the plans.

**115-2.3 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand 100,000 lb. aircraft *wheel* loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

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If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

**115-2.4 Junction boxes.** Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch thickness for L-867 and 3/4-inch thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

**115-2.5 Mortar.** The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

**115-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

**115-2.7 Frames and covers.** The frames shall conform to one of the following requirements:

- a. ASTM A48            Gray iron castings
- b. ASTM A47            Malleable iron castings
- c. ASTM A27            Steel castings
- d. ASTM A283, Grade D    Structural steel for grates and frames
- e. ASTM A536            Ductile iron castings
- f. ASTM A897            Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 250 psi and maximum *aircraft* load of 100,000 lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

~~115-2.8 Ladders. Ladders, if specified, shall be galvanized steel or as shown on the plans.~~

~~115-2.9 Reinforcing steel. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.~~

~~115-2.10 Bedding/special backfill. Bedding or special backfill shall be as shown on the plans.~~

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~~115-2.11 Flowable backfill.~~ Flowable material used to backfill shall conform to the requirements of Item R-453, Controlled Low-Strength Material.

~~115-2.12 Cable trays.~~ Cable trays shall be of ~~[galvanized steel][plastic][aluminum]~~. Cable trays shall be located as shown on the plans.

**115-2.13 Plastic conduit.** Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

~~115-2.14 Conduit terminators.~~ Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

~~115-2.15 Pulling in irons.~~ Pulling in irons shall be manufactured with 7/8 inch diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7-strand, 1/2-inch diameter with an ultimate strength of 270,000 psi). Where stress-relieved carbon steel roping is used, a rust-proof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

**115-2.16 Ground rods.** Ground rods shall be one piece, copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8 feet long, nor less than 5/8 inch in diameter.

### CONSTRUCTION METHODS

**115-3.1 Unclassified excavation.** It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

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**115-3.2 Concrete structures.** Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

**115-3.3 Precast unit installations.** Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

**115-3.4 Placement and treatment of castings, frames and fittings.** All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

**115-3.5 Installation of ladders.** Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.

**115-3.6 Removal of sheeting and bracing.** In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

**115-3.7 Backfilling.** After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

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**115-3.8 Connection of duct banks.** To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

**115-3.9 Grounding.** A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches above the floor. The ground rod shall be installed within one foot of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtailed shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

**115-3.10 Cleanup and repair.** After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

**115-3.11 Restoration.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

**115-3.12 Inspection.** Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

~~**115-3.13 Manhole elevation adjustments.** The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise or lower the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.~~

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The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole walls to shorten the existing structure, as required by final grades. The Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.

The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.

**115-3.14 Duct extension to existing ducts.** Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

#### METHOD OF MEASUREMENT

**115-4.1** Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing

~~**115-4.2** Manhole elevation adjustments shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.~~

#### BASIS OF PAYMENT

**115-5.1** The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

**115-5.2** Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the RPR.

Payment will be made under:

Item L-115-5.1                      2-Can Junction Can Plaza - Per Each

#### 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 National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81                      IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Advisory Circular (AC)

AC 150/5345-7                      Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits

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AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

## Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
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## ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime

## FAA Engineering Brief (EB)

EB #83	In Pavement Light Fixture Bolts
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## Mil Spec

MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
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## National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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**END OF ITEM L-115**

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## ITEM L-125 INSTALLATION OF AIRPORT LIGHTING SYSTEMS

### DESCRIPTION

**125-1.1** This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

### EQUIPMENT AND MATERIALS

#### 125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

### EQUIPMENT AND MATERIALS

**125-2.2 Conduit/Duct.** Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

**125-2.3 Cable and Counterpoise.** Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

**125-2.4 Tape.** Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

**125-2.5 Cable Connections.** Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

**125-2.6 Retroreflective Markers.** Not required.

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AC 150/5370-10H

**125-2.7 Runway and Taxiway Lights.** Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

#### Lights

Type	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-861T(L)	2	1	N/A	4	L-867B	Blue	L-830-16	N/A

**125-2.8 Runway and Taxiway Signs.** Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

#### Signs

Type	Size	Style	Class	Mode	Notes
L-858(L)	2	2	2	2	N/A

**125-2.9 Runway End Identifier Light (REIL).** Not required.

**125-2.10 Precision Approach Path Indicator (PAPI).** Not required.

**125-2.11 Circuit Selector Cabinet.** ~~The circuit selector cabinet shall meet the requirements of AC 150/5345-5, Type L-847, [one][two][three][four] circuit control [as indicated], Class [A, indoor][B, outdoor], Rating [1, for 6.6 amperes][2, for 20 amperes].~~ Not Required.

**125-2.12 Light Base and Transformer Housings.** Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867, Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

**125-2.13 Isolation Transformers.** Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

### INSTALLATION

**125-3.1 Installation.** The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

See the Supplemental Specifications for additional equipment installation, mounting, and testing requirements.

**125-3.2 Testing.** All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

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**125-3.3 Shipping and Storage.** Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

**125-3.4 Elevated and In-pavement Lights.** Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

#### METHOD OF MEASUREMENT

**125-4.1** Reflective markers will be measured by the number installed as completed units in place, ready for operation, and accepted by the RPR. Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Runway End Identifier Lights shall be measured by each system *lump sum* installed as a completed unit in place, ready for operation, and accepted by the RPR.

Precision Approach Path Indicator shall be measured by each system *lump sum* installed as a completed unit, in place, ready for operation, and accepted by the RPR. Abbreviated Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR.

#### BASIS OF PAYMENT

**125-5.1** Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign, reflective marker, runway end identification light, precision approach path indicator, or abbreviated precision approach path indicator installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-5.1	L-861T(L) Base Mounted Taxiway Edge Light, Installed -- per Each
Item L-125-5.2	L-858(L) Base Mounted, Size 2, 1-Module Guidance Sign, Installed -- per Each
Item L-125-5.3	L-858(L) Base Mounted, Size 2, 2-Module Guidance Sign, Installed -- per Each
Item L-125-5.4	L-858(L) Base Mounted, Size 2, 3-Module Guidance Sign, Installed -- per Each
Item L-125-5.5	Vehicular Stop Sign, Installed -- per Each

#### 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.

12/21/2018

AC 150/5370-10H

## Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

## Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures
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**END OF ITEM L-125**

**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is made this 11~~th~~ day of October 2022, by and between Jefferson County, Texas, located at 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 (hereinafter referred to as ("CLIENT")) and Tetra Tech, Inc. (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Client has issued a Request for Proposal (RFP) No. 22-038/MR for Emergency Debris Monitoring Services which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to the RFP and wishes to enter into a contractual agreement with Contractor to provide disaster debris monitoring services which Contractor's Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform disaster debris monitoring services as described in Exhibit A and B (Client's RFP and Contractor's Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for one (1) year with the option to renew for up to two (2) additional one (1) year periods.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Federal Requirements:** In performance of the services, Contractor will comply, as applicable, with the federal regulatory requirements described in **Exhibit D**, which are attached hereto.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with

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reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's billing Hourly Rates as set forth in **Exhibit C**. The hourly rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Special costs such as boat rental and marine expenses may be billed to Client at cost without mark-up.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation:** Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

*All invoices shall be delivered to:*  
Jefferson County, Texas  
1149 Pearl Street, 1st Floor  
Beaumont, TX 77701

*Payment shall be made to and delivered to:*  
Tetra Tech, Inc.  
PO Box 911642, Denver  
CO 80291-1642

9. **Indemnity:** Contractor shall hold harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also hold harmless the Client from reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.
10. **Insurance:** During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

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Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. \$1,000,000) or the amount actually paid to Contractor under this Agreement.
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not

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commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Client:**

Name: Deborah Clark  
Title: Purchasing Agent  
Jefferson County, Texas  
1149 Pearl Street, 1st Floor  
Beaumont, TX 77701  
Office: 409-835-8593  
Email: [dclark@co.jefferson.tx.us](mailto:dclark@co.jefferson.tx.us)

Name: Mistey Reeves  
Title: Assistant Purchasing Agent  
Jefferson County, Texas  
1149 Pearl Street, 1st Floor  
Beaumont, TX 77701  
Office: 409-835-8593  
Email: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us)

**Contractor:**

Ralph Natale, Director  
Post Disaster Programs  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Mobile: (407) 580-8184  
[ralph.natale@tetrattech.com](mailto:ralph.natale@tetrattech.com)

Betty Kamara  
Contracts Administrator  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Mobile: (407) 803-2551  
[TDR.Contracts@tetrattech.com](mailto:TDR.Contracts@tetrattech.com)

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Texas without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Jefferson County, Texas.

**MASTER SERVICES AGREEMENT  
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22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.
23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Texas law or regulation.
28. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
29. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES**

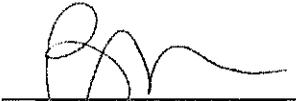
**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

**CONTRACTOR:  
TETRA TECH, INC.**

**CLIENT:  
JEFFERSON COUNTY, TEXAS**

  
By: Jonathan Burgiel  
Title: Business Unit President

\_\_\_\_\_  
By: Jeff Branick  
County Judge

**ATTEST:**  
  
Betty Kamara, Contracts Administrator

**ATTEST:**  
\_\_\_\_\_  
Laurie Leister, County Clerk

- ATTACHMENTS:**
- Exhibit A: RFP for Disaster Debris Monitoring Services
  - Exhibit B: Tetra Tech Technical Approach
  - Exhibit C: Tetra Tech Fee Schedule
  - Exhibit D: Federal Provisions (2CFR200)

EXHIBIT A  
(Total of 90 pages)



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

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**

**Advertisement for Request for Proposal**

July 12, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-038/MR), Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom (4<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

**PROPOSAL NAME:** Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**PROPOSAL NUMBER:** RFP 22-038/MR

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, August 10, 2022

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

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
Beaumont Enterprise & Port Arthur News:  
July 13<sup>th</sup> and July 20, 2022  
Examiner July 21, 2022

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**PROPOSAL SUBMITTAL CHECKLIST**

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

**THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.**

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided emergency debris monitoring services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and four (4) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

**Please read the "Proposal Submittal Checklist" included in this package.**

_____ Company	_____ Telephone Number
_____ Address	_____ Fax Number
_____ Authorized Representative (Please print)	_____ Title
_____ Authorized Signature	_____ Date

## **SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS**

---

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for emergency debris monitoring services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

### **1.1 VENDOR INSTRUCTIONS**

**Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

### **1.2 GOVERNING LAW**

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP**

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.4 NOTIFICATION OF MOST CURRENT ADDRESS**

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **1.5 PROPOSAL PREPARATION COST**

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

### **1.6 SIGNATURE OF PROPOSAL**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

#### **1.7 ECONOMY OF PRESENTATION**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

#### **1.8 PROPOSAL OBLIGATION**

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

#### **1.9 INCORPORATION BY REFERENCE AND PRECEDENCE**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

#### **1.10 GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

#### **1.11 IMPLIED REQUIREMENTS**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

#### **1.12 COMPLIANCE WITH RFP SPECIFICATIONS**

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

#### **1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)**

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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/RFO/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.**

#### 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

##### **FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:**

**ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.**

##### **INSTRUCTIONS:**

**(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFP PROPOSAL 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

**SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.**

##### **FORM 1295 Implementation Background:**

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

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

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

##### **FORM 1295 EXEMPTIONS:**

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

**A completed Form 1295 is not required for:**

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

SAMPLE: FORM 1295

**CERTIFICATE OF INTERESTED PARTIES** **FORM 1295**

**CONTRACT NUMBER AND DATE OF THE CONTRACT**

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
**ADDITIONAL INFORMATION REQUESTED 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.**  
**CONTRACT NUMBER/AGREEMENT CONTRACT NUMBER OR DESCRIPTION HERE**

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

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

**6 UNSWORN DECLARATION** **MUST COMPLETE THIS SECTION IN ITS ENTIRETY**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_

My address \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://www.ethics.state.tx.us) Revised 12/22/2017

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

**PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

### **1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

### **1.16 EVALUATION**

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

### **1.17 WITHDRAWAL OF PROPOSAL**

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

### **1.19 AWARD**

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

### **1.20 OWNERSHIP OF PROPOSAL**

All proposals become the property of Jefferson County and will not be returned to Proposers.

### **1.21 DISQUALIFICATION OF PROPOSAL**

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly

the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

#### **1.22 CONTRACTUAL DEVELOPMENT**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### **1.23 ASSIGNMENT**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

#### **1.24 CONTRACT OBLIGATION**

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

#### **1.25 TERMINATION**

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

#### **1.26 INSPECTIONS**

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

#### **1.27 TESTING**

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### **1.28 LOSS, DAMAGE, OR CLAIM**

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

### 1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

### 1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

### 1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP.** Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

### 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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



**1.36.2** 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.

**1.36.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

**1.36.4** 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.

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

**1.36.5.1** 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

**1.36.5.2** 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.

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

**1.36.7** 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.

**1.36.8** 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.

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

**1.36.9.1** 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.

**1.36.9.2** 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.

**1.36.9.3** 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.

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

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

**1.36.9.4.2** 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.

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

1.36.9.6 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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1, – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 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.

1.36.11 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.

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

Note: For proposal 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 Proposer(s) prior to the issuance of a Purchase Order.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS**

---

**1. REMEDIES**

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

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

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

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

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

**3. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**b. Key Definitions.**

**i. Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

**ii. Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

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

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

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

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

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

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

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

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

#### **4. DAVIS-BACON ACT**

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

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

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

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

II. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

**COMPLIANCE WITH THE DAVIS-BACON ACT:**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

**COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":**

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part

200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

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

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

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

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

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

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

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

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

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

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

**a. Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

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

### **CLEAN AIR ACT:**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **FEDERAL WATER POLLUTION CONTROL ACT:**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

**a. Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

**c. Requirements.**

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

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

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

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

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

**SUSPENSION AND DEBARMENT:**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

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

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications, Page 50.

## 11. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

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

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

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

### **1. ACCESS TO RECORDS**

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

#### **ACCESS TO RECORDS:**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

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

### **2. CHANGES**

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

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

### **3. DHS SEAL, LOGO, AND FLAGS**

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

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

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

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

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

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

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

#### **5. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

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

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

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

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

### SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

#### 3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Respondent is responsible for submitting: One (1) original and four (4) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

**All submissions must be received by 11:00 am CT, Wednesday, August 10, 2022**

Late responses will not be accepted and will be returned unopened to the Respondent.

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

RFP responses 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 shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.

All 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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us).

#### **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 will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents 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.

### **3.2 PRE-PROPOSAL CONFERENCE**

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

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

### **3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION**

Questions may be emailed to Mistey Reeves, ASSISTANT PURCHASING AGENT at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us) or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 29, 2022**.

**3.4 TENTATIVE SCHEDULE OF EVENTS**

- July 12, 2022**                    **Issuance of Request for Proposal**
- August 10, 2022**            **Deadline Submission (late proposals will not be considered)**
- August 12, 2022**            **Proposals distributed to Evaluation Committee**
- August 23, 2022**            **Recommendation for Award**

**Please note:**  
**The above schedule of events is *tentative* in nature. Dates listed are subject to change.**

## SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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### 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 45)
- G. Copy of RFP Specifications and any Addenda in their entirety.  
(Note: All forms should be completed, and any information requested should be inserted/included)

### 4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (RFP 22-038/MR) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

### 4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

#### 4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

#### 4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

#### 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

**Failure by Proposer to include all listed items within these RFP specifications  
may result in the rejection of proposal by the County.**

## SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

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### 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

#### Scope of Services: Debris Removal Monitoring

##### Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

##### Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

##### Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

##### Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no

expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### **Spot Checks and Auditing of Monitors**

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

#### **Project Mapping**

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

#### **Truck Certification**

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

#### **Quality Control/Quality Assurance**

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

#### **DMS/Disposal Sites**

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

#### **Data Management**

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

#### **Public Information Support**

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may

Include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

#### **Funding Support**

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

#### **Recovery Services**

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

#### **Other Related Services**

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

#### **Pre-Storm Coordination**

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

#### **Safety Meetings and Monitoring Updates**

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

#### **Coordination Meetings with Contractor(s)**

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

**Contractor Damages**

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

**Status Reports**

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

**Contractual Requirements**

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

**FEMA Mandated Contract Clauses:**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

**(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

**(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give

Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

**Termination for Cause:** The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

**(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor Issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

See also Request for Proposals at page 8, Section E.

**D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

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

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

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the  
(RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

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 section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

**G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

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

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

**H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**  
if applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT,

CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See also Request for Proposals at page 6, Section 14.

**J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

**K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

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

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

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, 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 AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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 6. PROPOSAL REQUIREMENTS

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### 6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### 6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Staff Mobilization
2. Field Documentation of Work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor Training
5. Spot Checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/Quality Assurance
9. DMS/Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

#### **6.4 LAWS AND REGULATIONS**

The Emergency Debris Monitoring Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

## SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

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### 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

THE PROPOSAL EVALUATION AND SELECTION PROCESS IS DETAILED IN THIS SECTION, AS ARE OTHER FACTORS, AND THE FORMAT IN WHICH THE COST RESPONSE OF EACH PROPOSAL MUST BE SUBMITTED.

### 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 45** of these specifications in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 45** of these specifications, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

### 7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

### 7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. 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.

#### **7.5 PROPOSAL EVALUATION CRITERIA:**

##### **a. REFERENCES – 25%**

References on recent projects of similar size and scope. Including two projects over 500,000 C.Y.

##### **b. PERSONNEL QUALIFICATIONS – 20%**

Qualifications of firm and key staff.

##### **c. EXPERIENCE – 20%**

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

##### **d. CAPACITY TO RESPOND – 20%**

Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas

##### **e. FEE SCHEDULE – 15%**

While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

**COST PROPOSAL FORM: SAMPLE**

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	
Signature:	
Title:	

Position	Hourly Rate
Project Manager	\$ ____ . ____
Operations Manager	\$ ____ . ____
Data Manager	\$ ____ . ____
GIS Analyst	\$ ____ . ____
Field Supervisor	\$ ____ . ____
Debris Site/Tower Monitors	\$ ____ . ____
Collection Monitor	\$ ____ . ____
Data Entry Clerk/Clerical	\$ ____ . ____
Billing/Invoice Analysts	\$ ____ . ____

**REQUIRED FORM**

**Proposer: Please complete this form and include with Proposal Submission.**

**NON-DISCLOSURE AGREEMENT**

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**

**RESPONDENT INFORMATION FORM**

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

**RFP Number & Name:** ( RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

**Proposer's Company/Business Name:** \_\_\_\_\_

**Proposer's TAX ID Number:** \_\_\_\_\_

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

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

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**

**VENDOR REFERENCES FORM**

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

**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: \_\_\_\_\_

**REQUIRED FORM**  
Proposer: Please complete this form and include with Proposal submission.

**SIGNATURE PAGE**

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

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

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal 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 Request for Statements of Qualification, Conditions of RFP Response, 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 RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

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

<p><b>REQUIRED FORM</b>  <b>Proposer: Please complete this form and include with Proposal Submission.</b></p>
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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

_____ <b>Signature of Contractor's Authorized Official</b>
_____ <b>Name and Title of Contractor's Authorized Official (Please Print)</b>
_____ <b>Date</b>

#### REQUIRED FORM

**Proposer: Please complete this form and include with Proposal Submission.**

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

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

<b>Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

**REQUIRED FORM**  
**Proposer: Please complete this form and include with Proposal Submission.**

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.008(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.008(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 64th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Date</p>		

Adopted 8/7/2016

**REQUIRED FORM**  
**Proposer: Please complete this form and include with Proposal Submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
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.		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in Item 3</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____  (attach additional forms as necessary)	
<b>6</b>	<b>AFFIDAVIT</b>  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.  <div style="text-align: right; margin-right: 100px;">                     _____                      Signature of Local Government Officer                 </div> AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.  <div style="display: flex; justify-content: space-between; font-size: x-small;"> <span>Signature of officer administering oath</span> <span>Printed name of officer administering oath</span> <span>Title of officer administering oath</span> </div>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE)**

**Determination Checklist**

*This information must be submitted with your proposal.*

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

**Did the Prime Contractor/Consultant . . .**

- Yes     No    1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes     No    2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes     No    3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes     No    4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes     No    5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes     No    6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**  
**Proposer: Please complete this form and include with Proposal Submission.**





**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

Page 2 of 4

**HUB Subcontractor Disclosure**

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

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

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

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

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

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

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

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

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

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

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

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

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

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

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**

**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

Page 3 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REQUIRED FORM**

**Proposer: Please complete this form and include with Proposal 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 RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" 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 Respondent of Texas as defined in Government Code §2252.001.
- I certify that \_\_\_\_\_ [company name] is a Non-Resident Respondent 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/response:	
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**  
**Proposer: Please complete this form and include with Proposal Submission.**

**HOUSE BILL 89 VERIFICATION**

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Date

<p><b>REQUIRED FORM</b>  <b>Proposer: Please complete this form and include with Proposal Submission.</b></p>
---

**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**

**RESPONDENT'S AFFIDAVIT**

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
MAILING ADDRESS

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

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

TELEPHONE NUMBER

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**



**JEFFERSON COUNTY, TEXAS  
PURCHASING DEPARTMENT**

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

**ADDENDUM TO RFP**

RFP Number: 22-038/MR  
RFP Title: Emergency Debris Monitoring Services for Jefferson County  
RFP Due: 11:00 am CT, Wednesday, August 10, 2022  
Addendum No.: 1  
Issued (Date): August 1, 2022

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

Reason for Issuance of this addendum:

- 1. **Questions and Answers**
- 2. **Updated FEMA Mandated Contract Provisions (Attachment A)**
- 3. **Byrd Anti-Lobbying Certification (Attachment B)**
- 4. **Debarment/Suspension Certification (Attachment C)**
- 5. **Civil Rights Compliance Provisions (Attachment D)**

**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 Offeror:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Authorized Signature (Offeror)

\_\_\_\_\_  
Title of Person Signing Above

\_\_\_\_\_  
Typed Name of Business or Individual

\_\_\_\_\_  
Address

1. Q. RFP Section 4.3, Transmittal Letter (Page 29) indicates that failure to accept the RFP terms (i.e., by providing exceptions) may result in disqualification. Can the County please clarify the degree to which a Proposer would be subjecting itself to disqualification? The impact to providing exceptions is not quantified in the Evaluation Criteria.
  - A. All information requested is considered by the Evaluation Committee. This will be evaluated with the "Capacity to Respond" Criteria.
  
2. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 6.1, Objective of Proposal (Page 42), states that "each proposal must include a detailed workplan" that includes deliverables and timelines. Would the County consider amending the section headings in 4.2 to include a section on Technical Approach/Workplan to address this requirement?
  - A. The proposer can include the requested information in whichever section they deem appropriate. We will not be amending section 4.2
  
3. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. However, Section 6.2, Proposer Experience (Page 42), requires descriptions and references for similar engagements. Furthermore, the Evaluation Criteria in Section 7.5 provide 20% for Experience. Would the County consider amending the section headings in 4.2 to include a section on Experience to address these requirements?
  - A. See question 2.
  
4. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 7.5, Evaluation Criteria (Page 45), includes 20% for "Capacity to Respond." Would the County consider amending the section headings in 4.2 to include a section on Capacity to Respond to address this requirement?
  - A. See question 2.
  
5. Q. Section 4.6, Proposer Identifying Information, item g (page 30), requests the proposer to provide full name and address for each member, partner, and employee that will perform on this project. Please clarify how this requirement differs from providing resumes for all personnel as requested in Section 4.7.
  - A. The information requested in section 4.6 is just a list on names, addresses and job title for each member. The information requested in section 4.7 is a resume for each member.

6. Q. Section 4.7, Proposer's Personnel and Organization (page 30), requests the proposer to describe personnel skills relevant to "the conduct of financial advisory services that is subject of this RFP." Is this correct or do you mean Debris Monitoring Services?
- A. Section 4.7 C should read "A specific description of relevant experience and skills that person has in connection with the conduct of debris monitoring services that is the subject of this RFP (limit one page);"
7. Q. Section 4.7, Proposer's Personnel and Organization (page 30), indicates a one-page limit for item c and a one-page limit for item e. Would the County accept resumes that address all five elements within a 2-page limit?
- A. Yes, each resume can be two pages.
8. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests proposers to provide a detailed statement setting forth the proposed hourly billing rate for all key personnel and for each additional staff member to be assigned to the project. Is the County requesting this information to be provided in this Section in addition to these rates being provided in Cost Proposal Form?
- A. Yes, we would like the rates in both sections.
9. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests information on "any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document."
- a. Please confirm that the County is referring to resources such as an Automated Debris Monitoring System.
  - b. If so, can this be addressed in a Technical Approach section?
- A. The County is referring to any equipment, software or data communication lines the Proposer requires. It can be addressed in the Technical Approach Section.
10. Q. Section 6.1, Objective of Proposal (Page 42), states that "each proposal must include a detailed workplan" that includes deliverables and timelines. However, this is not addressed in the Evaluation Criteria in Section 7.5. Will the Work Plan be evaluated?
- A. See question 1.
11. Q. Section 7.5, Proposal Evaluation Criteria (page 45) provides 25% for references on recent projects. Please confirm that this information is to be provided on the Vendor References Form on RFP page 49.
- A. References should be provided on the "Vendor Reference Form" of the RFP.
12. Q. Are vendors required to include ADMS costs within the hourly rates proposed?
- A. The Cost Proposal Form in the RFP is a sample of the Cost Proposal Form you will submit. You can list the ADMS costs in whichever manner you deem best for your proposal.

13. Q. Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet?

A. See question 12.

14. Q. Should vendors provide escalated rates for the potential renewal periods?

A. Yes, escalated rates for the potential renewal periods can be included.

15. Q. Does the County have a preferred section within the proposal for vendors to place their work plan and timeline?

A. See question 2.

## ATTACHMENT A

### SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

JUNE 2022)

(REVISED

#### **REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information,

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

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.

**DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

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

**1. *Minimum wages.***

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(i)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. **Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
  
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
 

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

  - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in Regulations, 29 CFR part 3;

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

Optional (C) The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws

approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**5. Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Breach.**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**10. Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**11. Certification of eligibility.**

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **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." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

##### (b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

##### (c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently

complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved

practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (I), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i)

of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency*

has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency*

to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially

exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are

reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request

the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject

invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

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Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

**DEBARMENT AND SUSPENSION Contractor must complete enclosed certification**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) **Contractor must complete enclosed certification**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

### **PROCUREMENT OF RECOVERED MATERIALS**

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.  
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client 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.

### **CHANGES**

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

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

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

officials without specific FEMA pre-approval.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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 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**

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.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

## ATTACHMENT B

### BYRD ANTI-LOBBYING CERTIFICATION

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Proposer:**

**Please complete this form and  
include with proposal submission.**

## ATTACHMENT C

### DEBARMENT/SUSPENSION CERTIFICATION

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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/proposal. Information on debarment is available at the following websites: [www.sam.gov](http://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**

**Proposer:**

**Please complete this form and  
include with proposal submission.**

## ATTACHMENT D

### CIVIL RIGHTS COMPLIANCE PROVISIONS

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**1. 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:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's 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.

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Proposer:**

**Please complete this form and include with proposal submission.**

**EXHIBIT B**  
**(Total of 35 pages)**

## 5. Technical Approach

### Project Understanding

Located in Southeast Texas on the plains of the Texas Gulf Coast, Jefferson County (County) spans 1,113 square miles. Due to its geographical location, the County is susceptible to damaging winds and floods associated with tropical weather events, as well as occasional ice storms. Because the potential for a debris generating event is always present, the County recognizes the need for a debris monitoring and disaster recovery consulting firm with both an unmatched level of experience, as well as familiarity with the County's unique needs following a disaster event.

#### Jefferson County

 **256,526**  
residents

**1,113**  
square  
miles **2** DMS  
Sites



For nearly 15 years, the Tetra Tech team has worked closely with the County to plan for and execute recovery missions for such events. Our understanding of the County's protocols, procedures, and expectations was evident during our most recent response to Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Prior to, during, and immediately after the storm, Tetra Tech management was in regular contact with County officials to identify immediate needs and coordinate debris removal operations. Tetra Tech staff arrived at County offices and began coordinating with the County's debris hauling firm to open debris management sites, map primary area of concerns, coordinate with County officials, and schedule truck certification. As a result of Hurricane Harvey in August 2017, Jefferson County reported that 5,500 homes were destroyed and nearly 16,000 others sustained major damage. Our firm was responsible for 149,816 cubic yards (CY). Tetra Tech also provided debris monitoring services following Tropical Storm Imelda, which resulted in 57,429 CY of debris.

While the County can't prevent disasters, it can put itself in the best position possible to recover. As such, it is the County's intention to retain the services of a contractor who can provide emergency disaster debris monitoring services.

### Our Understanding of the Services Required by County

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Pre-Event Planning and Training
- Emergency Push Documentation
- Debris Site Permitting
- ROW Debris Monitoring
- Reporting and Data Management
- Closeout and Appeals Support

Our team has experience assisting the County with the requested services. In 2019, following Tropical Storm Imelda, Tetra Tech monitored the removal of over 57,000 CYs of debris. We look forward to continuing to support County with debris monitoring services, should the need arise.

Tetra Tech's capabilities and methodology to drive a successful project for the County include:

**Past Experience and Relationship with the County:** Our unique understanding of the County's infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricanes Rita and Harvey, as well as Tropical Storm Imelda.

**Continuous Coordination and Communication with County Officials and Stakeholders:** A dedicated project management team will be appointed to coordinate with the County throughout the year, not just during times of activation.

**Immediate Response Capabilities:** Tetra Tech has disaster recovery personnel and 7 offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing County to return to the business of running day-to-day operations.

**Focus on Hiring Locally:** Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.

**Project Transparency and Real-time Reporting:** Our proprietary *RecoveryTrac™* automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the County and tailored to the County's data needs.

**Maximum Reimbursement for the County:** Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help the County receive and retain the maximum reimbursement allowed following a disaster

## Project Management Principles

**Tetra Tech's project management principles include five critical pillars:** transparency, resources, compliance, efficiency, and mitigation.

**Transparency:** Maintaining visibility of the project's contractual scope, prioritization, schedule, budget, and cost areas.

Real-time data sharing creates a common operating platform and allows the County, its debris removal contractors, and our team to access the same accurate information, which markedly improves their ability to execute efficiently.

**Resources:** Ensuring availability and proper distribution of staff and equipment.

We have never failed to respond to a client, regardless of the size of the project. Our resources include the largest pool of qualified environmental and disaster recovery professionals in the nation.

**Compliance:** Maximizing reimbursement funding as well as documenting and managing potential issues.

Tetra Tech's *RecoveryTrac™* ADMS enables consistency, efficiency, and compliance in the documentation process. Tetra Tech field teams strictly adhere to funding agency requirements with up-to-the-minute awareness of changes in legislation, in-process quality controls, and guidance from our leadership team. As a result, the County benefits from maximum potential for reimbursement.

**Efficiency:** Keeping pace with scheduled goals and milestones throughout project work.

We maintain the industry's largest staff of disaster professionals to facilitate immediate mobilization. *RecoveryTrac™* ADMS reports real-time data, and our QA/QC team checks documentation as work is being completed. The County will have real-time access to data and can geospatially visualize work activities, whether in our system or as an export to their own system. Throughout project execution, Tetra Tech project managers monitor and adhere to project timelines and milestones to ensure pace with the County's expectations.

**Mitigation:** Identifying risks, managing the project risk matrix, and documenting risks encountered.

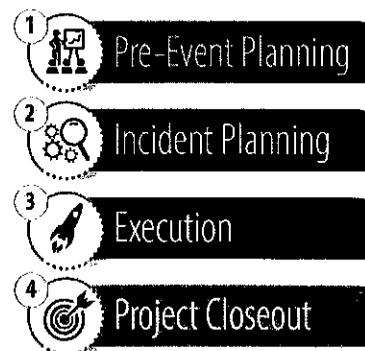
Tetra Tech provides a unique understanding of the various critical functions of debris monitoring (project management, environmental, logistics, data, grant management, etc.). This experience allows our team members to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.

**We are committed to providing a consistent and coordinated project team** to perform the scope of work upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

## 6. Operational Schedule

Based on Tetra Tech's understanding of the County and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with



the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

### Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
<b>Pre-Event Planning</b>		
<b>Pre-event (normal conditions)</b>	<b>Meet with the County to review plans and documents</b>	<ul style="list-style-type: none"> <li>Conduct annual pre-event meeting with the County and debris contractor</li> <li>Review the County's disaster recovery contracts for FEMA compliance</li> <li>Update critical documents and files, including any GIS files</li> <li>Contact the County and initiate daily conference call</li> </ul>
<b>H-96</b>	<b>Review capabilities and resources</b>	<ul style="list-style-type: none"> <li>Determine resource requirements from debris model</li> <li>Review the County's emergency policies and contracts</li> <li>Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract</li> </ul>
<b>Event/Post-Event Planning</b>		
<b>H-72</b>	<b>Execute responsibilities and activate contracts</b>	<ul style="list-style-type: none"> <li>Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure</li> <li>Review protocols for private property, gated communities, and public drop-off sites</li> <li>Review debris management site (DMS) locations and follow up with the State on permitting procedures</li> <li>Estimate equipment requirements and DMS capacity to haul and stage debris</li> <li>Prepare ADMS technology for mobilization</li> <li>Conduct regular meetings with County staff as requested</li> <li>Confirm staging location and begin mobilization of resources</li> </ul>
<b>H-48</b>	<b>Monitor storm track and continue preparations</b>	<ul style="list-style-type: none"> <li>Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary)</li> <li>Review list of priority roads and the operational plan</li> <li>Obtain GIS files for municipalities that the County will assist with debris removal</li> <li>Continue to update and gather updates from the County's debris hauler</li> <li>Save all critical documents and files to the network drive, USB drive, and laptop hard drive</li> </ul>
<b>H-24</b>	<b>Prepare final reports</b>	<ul style="list-style-type: none"> <li>Certify emergency road clearance equipment (in coordination with the County's debris hauler)</li> <li>Determine emergency road clearance priorities</li> </ul>
<b>H-0</b>	<b>ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT</b>	
<b>Event/Post-Event</b>		
<b>H +24</b>	<b>Emergency push</b>	<ul style="list-style-type: none"> <li>Receive notice to proceed with not to exceed</li> <li>Begin emergency push</li> <li>Maintain time and materials (T&amp;M) logs for push equipment</li> <li>Coordinate with the County to conduct preliminary damage assessments and road closures (if requested)</li> <li>Supervisors report to pre-designated locations and prep staff on project</li> <li>Begin establishing ADMS infrastructure</li> <li>Begin recruiting and training monitors, project coordinators, and data staff</li> <li>Initiate opening of DMS locations</li> <li>Follow up with State-level environmental regulations on debris permits (if required)</li> <li>Work with the County to establish public information protocols to respond to concerns and comments</li> </ul>
<b>H +48</b>	<b>Emergency push/damage assessment</b>	<ul style="list-style-type: none"> <li>Continue emergency push</li> <li>Continue preliminary damage assessment</li> <li>Develop debris cost estimate required for presidential disaster declaration</li> <li>Develop operational plan for disaster-specific issues</li> <li>Refine health and safety plan for disaster-specific issues</li> </ul>
<b>H +72</b>	<b>Disaster debris vehicle certification/site preparation</b>	<ul style="list-style-type: none"> <li>Begin hauling truck certification</li> <li>Install ADMS tower monitor infrastructure</li> <li>Train monitors on policies, ADMS, and safety</li> <li>Open public drop-off sites as requested</li> </ul>

Time	Task	Deliverables/Milestones
H +96	<b>Begin debris collection monitoring</b>	<ul style="list-style-type: none"> <li>Assign monitors to trucks</li> <li>Assign supervisors to monitors</li> <li>Hold morning and afternoon meeting with County staff and debris hauler</li> <li>Implement QA/QC procedures</li> <li>Continue ROW collection</li> <li>Address household hazardous waste (HHW) issues (if critical)</li> </ul>
Week 1+	<b>Right-of-way (ROW) debris collection monitoring</b>	<ul style="list-style-type: none"> <li>Issue daily reports/GIS maps</li> <li>Hold daily meetings with the County, hauler, and/or State/FEMA as required</li> <li>Staff citizens debris management hotline (if requested)</li> <li>Define supplemental programs required (private roads, HHW) and prepare eligibility request</li> <li>Provide ADMS reports and real-time monitoring access</li> </ul>
Week 1+	<b>Data management and invoice reconciliation</b>	<ul style="list-style-type: none"> <li>Establish client GeoPortal to provide insight into project progress</li> <li>Review truck metrics provided by <i>RecoveryTrac</i>™ ADMS</li> <li>Initiate weekly reconciliation</li> <li>Initial payment recommendations with retainage</li> </ul>
Week 1+	<b>Reimbursement support/grant administration (FEMA, NRCS)</b>	<ul style="list-style-type: none"> <li>Prepare damage/cost estimates</li> <li>Compile supporting documentation (debris permits, debris contracts, etc.)</li> <li>Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.</li> <li>Waterway debris removal</li> <li>Private property debris removal (PPDR)</li> </ul>
Week 2+	<b>Special projects (if required)</b>	<ul style="list-style-type: none"> <li>Public drop-off sites</li> <li>HHW</li> <li>Mud/silt/sand removal (from storm drains, ditches, etc.)</li> <li>Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency</li> <li>Facilitate kickoff meetings with primary stakeholders</li> </ul>
Week 3+	<b>Financial recovery assistance staff engaged (if requested)</b>	<ul style="list-style-type: none"> <li>Draft a PA work plan</li> <li>Conclude/review preliminary damage assessments</li> <li>Gather documentation for project worksheet (PW) development</li> <li>Identify opportunities for mitigation</li> <li>Conduct site visits</li> </ul>

Time	Task	Deliverables/Milestones
Project completion	<b>Document turnover/closeout</b>	<ul style="list-style-type: none"> <li>Final reconciliation</li> <li>Retainage release</li> <li>Release hard copy files</li> <li>Provide electronic database</li> <li>Assist with PW development</li> <li>Assist the County with long-term reimbursement</li> <li>Audit assistance</li> <li>Appeal support if necessary</li> </ul>

### Tornado/Severe Storm Immediate Response Timeline

Based on Tetra Tech’s understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County’s needs.

#### Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
I +12	<b>Execute responsibilities and activate contracts</b>	<ul style="list-style-type: none"> <li>Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure</li> <li>Review protocols for private property, gated communities, and public drop-off sites</li> </ul>

Time	Task	Deliverables/Milestones
I +12	<b>Monitor storm track and continue preparations</b>	<ul style="list-style-type: none"> <li>Review debris management site (DMS) locations and follow up with the State on permitting procedures</li> <li>Estimate equipment requirements and DMS capacity to haul and stage debris</li> <li>Prepare ADMS technology for mobilization</li> <li>Conduct regular meetings with County staff as requested</li> <li>Confirm staging location and begin mobilization of resources</li> <li>Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary)</li> <li>Review list of priority roads and the operational plan</li> <li>Obtain GIS files for municipalities that the County will assist with debris removal</li> <li>Continue to update and gather updates from the County's debris hauler</li> <li>Save all critical documents and files to the network drive, USB drive, and laptop hard drive</li> </ul>
I +12-24	<b>Prepare final reports</b>	<ul style="list-style-type: none"> <li>Certify emergency road clearance equipment (in coordination with the County's debris hauler)</li> <li>Determine emergency road clearance priorities</li> </ul>
<b>Execution</b>		
I +24	<b>Emergency push</b>	<ul style="list-style-type: none"> <li>Receive notice to proceed with not to exceed</li> <li>Begin emergency push</li> <li>Maintain time and materials (T&amp;M) logs for push equipment</li> <li>Coordinate with the County to conduct preliminary damage assessments and road closures (if requested)</li> <li>Supervisors report to pre-designated locations and prep staff on project</li> <li>Begin establishing ADMS infrastructure</li> <li>Begin recruiting and training monitors, project coordinators, and data staff</li> <li>Initiate opening of DMS locations</li> <li>Follow up with State-level environmental regulations on debris permits (if required)</li> <li>Work with the County to establish public information protocols to respond to concerns and comments</li> <li>Continue emergency push</li> </ul>
I +48	<b>Emergency push/ damage assessment</b>	<ul style="list-style-type: none"> <li>Continue preliminary damage assessment</li> <li>Develop debris cost estimate required for presidential disaster declaration</li> <li>Develop operational plan for disaster-specific issues</li> <li>Refine health and safety plan for disaster-specific issues</li> <li>Begin hauling truck certification</li> </ul>
I +72	<b>Disaster debris vehicle certification/ site preparation</b>	<ul style="list-style-type: none"> <li>Install ADMS tower monitor infrastructure</li> <li>Train monitors on policies, ADMS, and safety</li> <li>Open public drop-off sites as requested</li> <li>Assign monitors to trucks</li> </ul>
I +96	<b>Begin debris collection monitoring</b>	<ul style="list-style-type: none"> <li>Assign supervisors to monitors</li> <li>Hold morning and afternoon meeting with County staff and debris hauler</li> <li>Implement QA/QC procedures</li> <li>Continue ROW collection</li> <li>Address household hazardous waste (HHW) issues (if critical)</li> </ul>
Week 1+	<b>Right-of-way (ROW) debris collection monitoring</b>	<ul style="list-style-type: none"> <li>Issue daily reports/GIS maps</li> <li>Hold daily meetings with the County, hauler, and/or State/FEMA as required</li> <li>Staff citizens debris management hotline (if requested)</li> <li>Define supplemental programs required (private roads, HHW) and prepare eligibility request</li> <li>Provide ADMS reports and real-time monitoring access</li> </ul>
Week 1+	<b>Data management and invoice reconciliation</b>	<ul style="list-style-type: none"> <li>Establish client GeoPortal to provide insight into project progress</li> <li>Review truck metrics provided by <i>RecoveryTrac</i>™ ADMS</li> <li>Initiate weekly reconciliation</li> <li>Initial payment recommendations with retainage</li> </ul>
Week 1+	<b>Reimbursement support/grant</b>	<ul style="list-style-type: none"> <li>Prepare damage/cost estimates</li> <li>Compile supporting documentation (debris permits, debris contracts, etc.)</li> </ul>

Time	Task	Deliverables/Milestones
Week 2+	<b>administration (FEMA, NRCS)</b>	<ul style="list-style-type: none"> <li>• Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.</li> <li>• Waterway debris removal</li> <li>• Private property debris removal (PPDR)</li> </ul>
	<b>Special projects (if required)</b>	<ul style="list-style-type: none"> <li>• Public drop-off sites</li> <li>• HHW</li> <li>• Mud/silt/sand removal (from storm drains, ditches, etc.)</li> <li>• Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency</li> <li>• Facilitate kickoff meetings with primary stakeholders</li> </ul>
Week 3+	<b>Financial recovery assistance staff engaged (if requested)</b>	<ul style="list-style-type: none"> <li>• Draft a PA work plan</li> <li>• Conclude/review preliminary damage assessments</li> <li>• Gather documentation for project worksheet (PW) development</li> <li>• Identify opportunities for mitigation</li> <li>• Conduct site visits</li> </ul>
<b>Project completion</b>		
<b>Project completion</b>	<b>Document turnover/closeout</b>	<ul style="list-style-type: none"> <li>• Final reconciliation</li> <li>• Retainage release</li> <li>• Release hard copy files</li> <li>• Provide electronic database</li> <li>• Assist with Project Worksheet (PW) development</li> <li>• Assist the County with long-term reimbursement</li> <li>• Audit assistance</li> <li>• Appeal support if necessary</li> </ul>

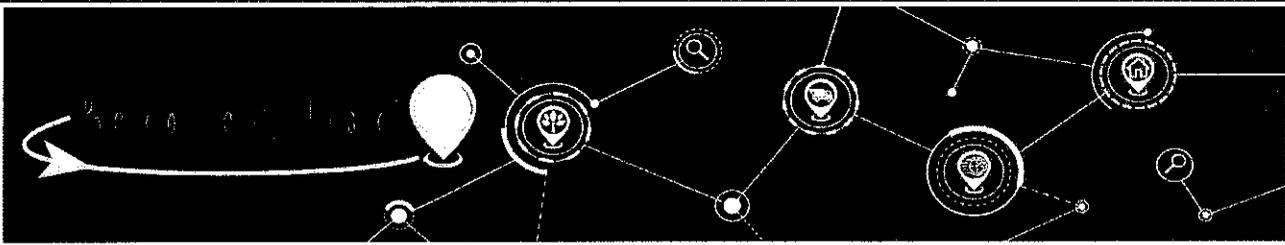
## 7. Approach to Debris Monitoring Services

### Emergency Push

During the emergency push period, debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Coordination with the County to conduct preliminary damage assessments and road closures
- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Establish public information protocols to respond to concerns and comments

### RecoveryTrac™ Automated Debris Management System



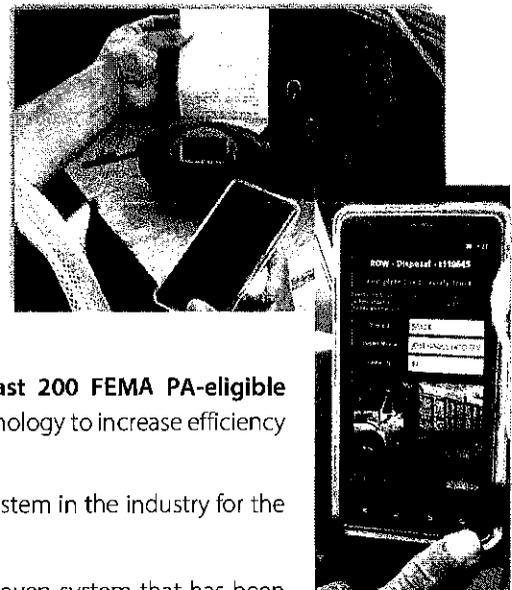
Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

**Our proprietary *RecoveryTrac™* ADMS technology is validated by the U.S. Army Corps of Engineers (USACE).** The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

**Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects.** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**
- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site



location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.

- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

### Benefits of *RecoveryTrac™* ADMS

**Ability to Respond.** Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed**, and additional needs can be met quickly (in most cases, 72 hours or less).

**Simple and Intuitive.** A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

**Cost Effective.** *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

**Reliable and Stable.** Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

**Technical Support.** *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

**Truck Tracking.** Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

**Real-Time, Customized Reporting.** The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

### *RecoveryTrac™* ADMS Key Facts

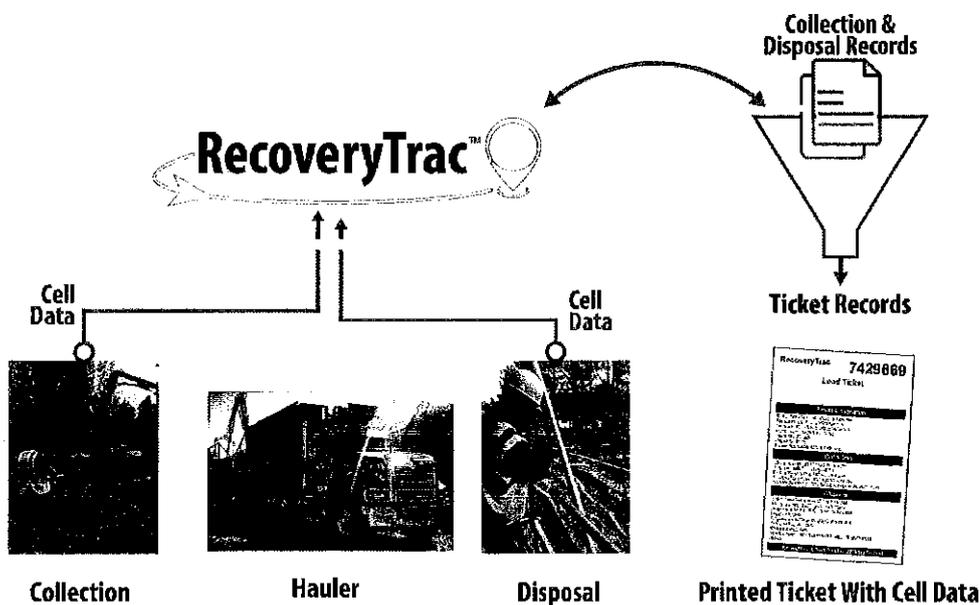
- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

## The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:

- STEP 01** The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
- STEP 02** A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
- STEP 03** Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
- STEP 04** When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
- STEP 05** The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called Look Ahead, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
- STEP 06** The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
- STEP 07** The debris site/tower monitor confirms the truck and debris type and enters the load call.
- STEP 08** Finally, the disposal load ticket is printed, and data is uploaded to the system, where it can be utilized in real-time reporting systems.

**Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored.** The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.



### RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

**Because of our previous experience, we have several ready-to-use components already built and ready to deploy.** These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

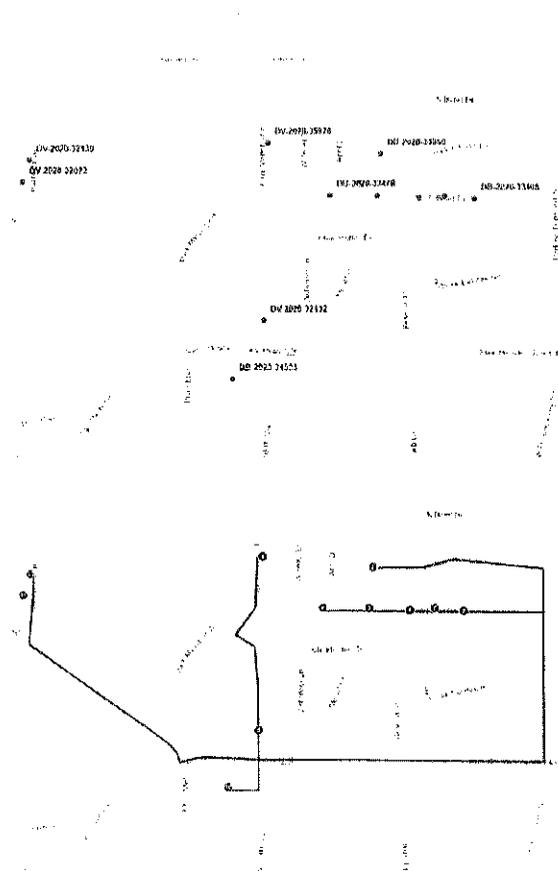
Industry-standard **ArcGIS Feature Services** delivers *RecoveryTrac™* ADMS data and serves as foundational building block for the applications.

#### Services:

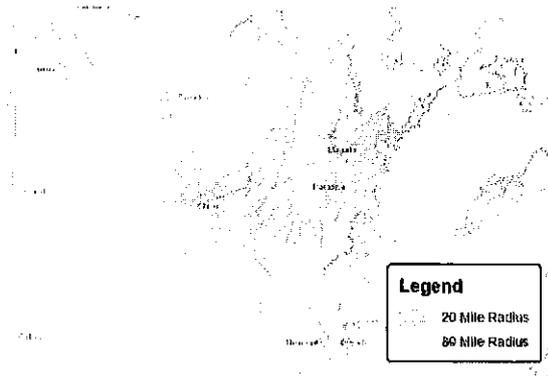
- [RT/RecoveryTrac\\_DebrisAuditData\\_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac\\_DebrisAuditData\\_RT2020](#) (MapServer)
- [RT/RecoveryTrac\\_DebrisRemovalData\\_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac\\_DebrisRemovalData\\_RT2020](#) (MapServer)
- [RT/RecoveryTrac\\_MonitorLocations\\_v1](#) (MapServer)
- [RT/RT2018\\_ProjectBoundaryData\\_v1](#) (FeatureServer)
- [RT/RT2018\\_ProjectBoundaryData\\_v1](#) (MapServer)
- [RT/RT2018\\_ProjectZoneData\\_v1](#) (FeatureServer)
- [RT/RT2018\\_ProjectZoneData\\_v1](#) (MapServer)
- [RT/RT2018\\_SiteObservationsIncidentData\\_v1](#) (FeatureServer)
- [RT/RT2018\\_SiteObservationsIncidentData\\_v1](#) (MapServer)
- [RT/RT2020\\_ProjectZoneData\\_v1](#) (FeatureServer)
- [RT/RT2020\\_ProjectZoneData\\_v1](#) (MapServer)

**Initial Work Surveys** document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.

Work lists and **optimized routes** can be generated by the *RecoveryTrac™* system. As the routes are completed, the locations are marked complete.

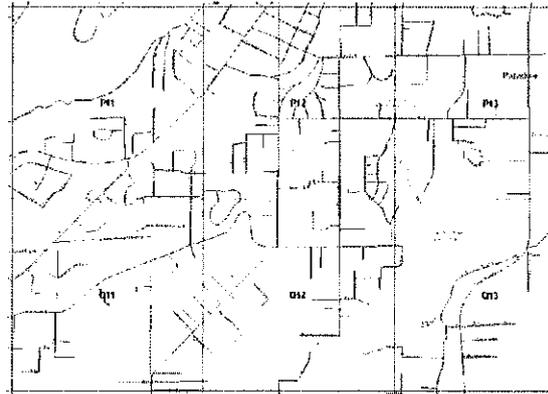


The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

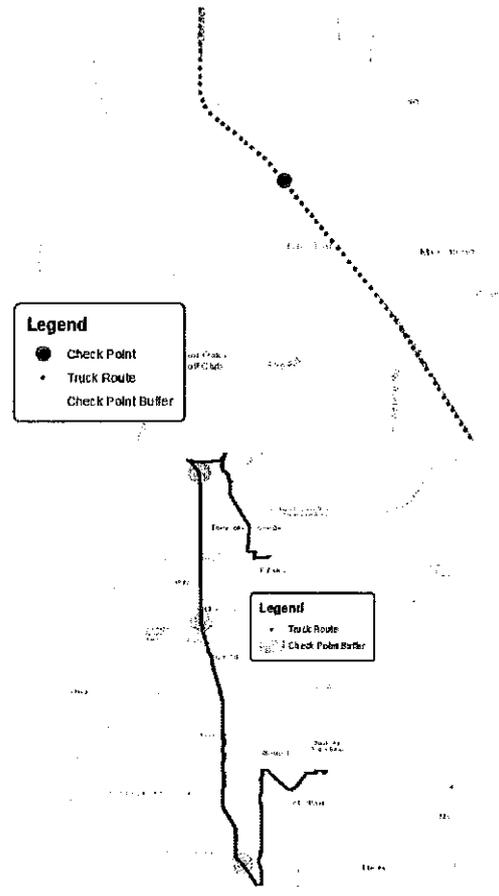


The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



**Fleet tracking data** provides complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for County requests.

## Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

### Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac™* ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac™* survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac™* database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

### Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team’s utilization of Unmanned Aircraft Systems (UAS or more commonly, “drones”) in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.



Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients’ goals and objectives. Tetra Tech’s geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations.

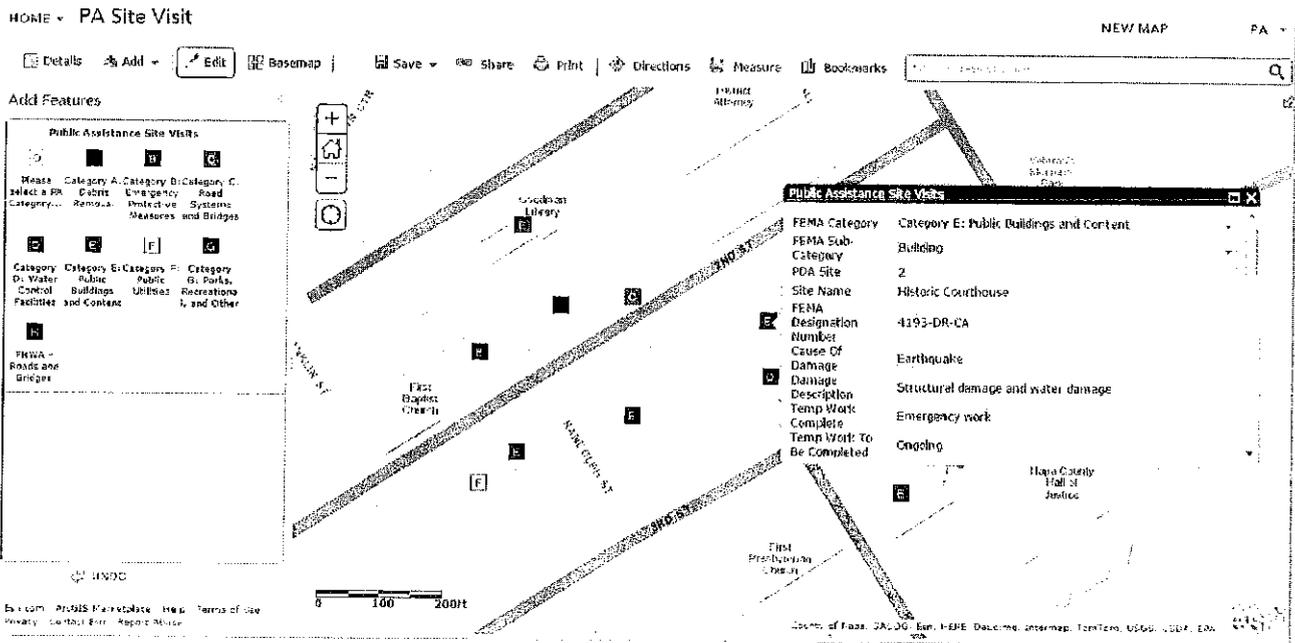
UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

## Damage Reporting

Following a disaster, the County will need to evaluate citywide damages and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's *RecoveryTrac™* ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

### Damage Assessment Report



## Vehicle Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

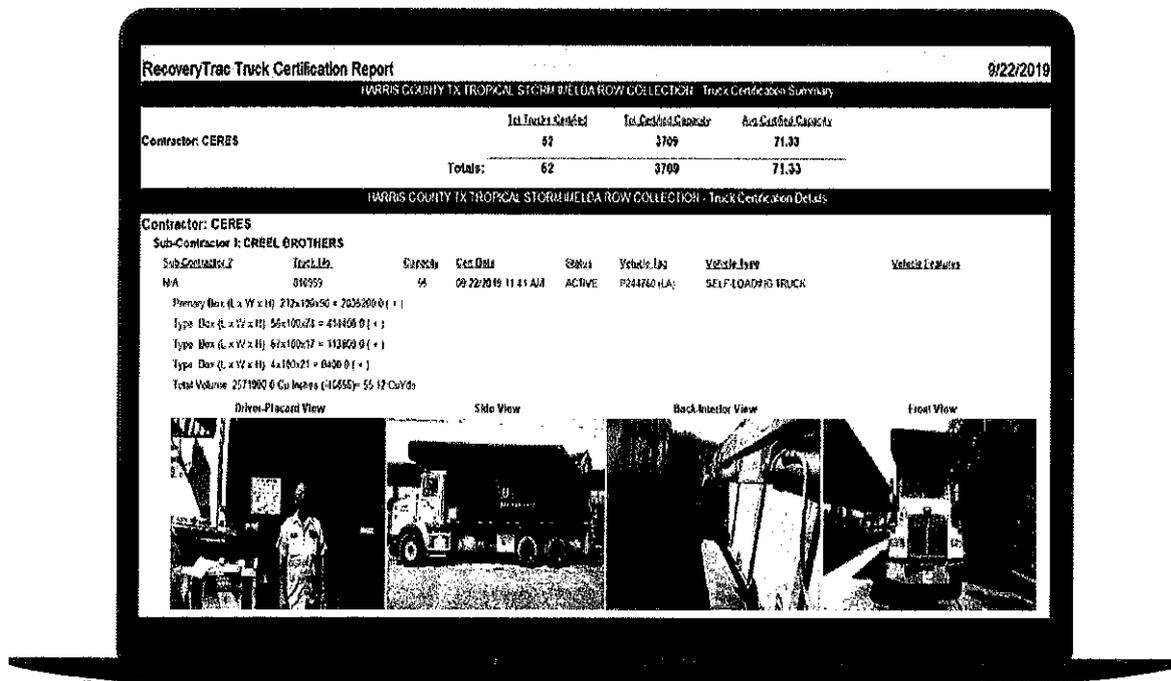
- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
  - FEMA guidelines on truck certification documentation and volume calculations
  - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

### Benefits of using Tetra Tech’s mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac™* database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system.**

### Truck Certification Report



## Field Operations

The Tetra Tech debris monitoring program includes the following:

### Tetra Tech Daily Field Operations

#### 1. Work Scheduling

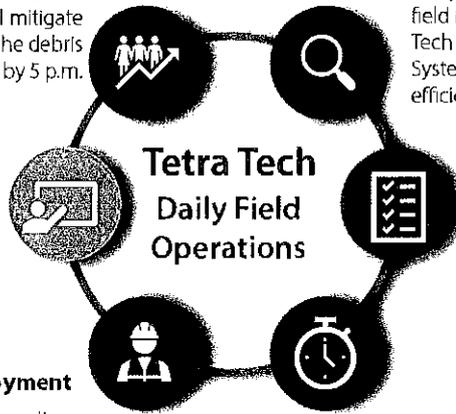
Tetra Tech will coordinate with the debris removal contractor's project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m.

#### 2. Check-In

Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors and for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

#### 3. Deployment

A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).



#### 4. Field Supervision

Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

#### 5. Field Documentation

Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

#### 6. Daily Closeout

At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors.

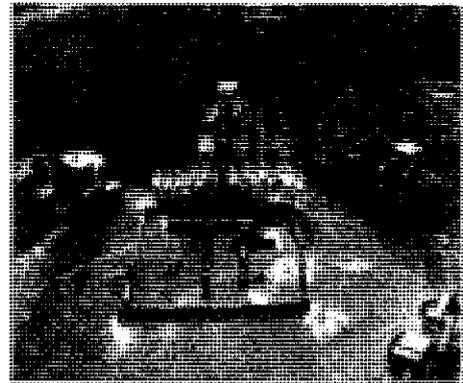
Potential Delay	Tetra Tech Strategy
<p><b>Inability of a debris contractor to respond with sufficient equipment</b></p> <p><b>Leapfrogging by the contractor (cherry picking work being performed)</b></p> <p><b>Delayed invoices by the contractor</b></p> <p><b>Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed</b></p>	<p>Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.</p> <p>Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.</p> <p>Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the County if deadlines are not being met.</p> <p>As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.</p>

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

## Debris Management Site Monitoring

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech DMS disposal monitors includes:



- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

### Load Call Estimate Examples



**Example A.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.



**Example B.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.



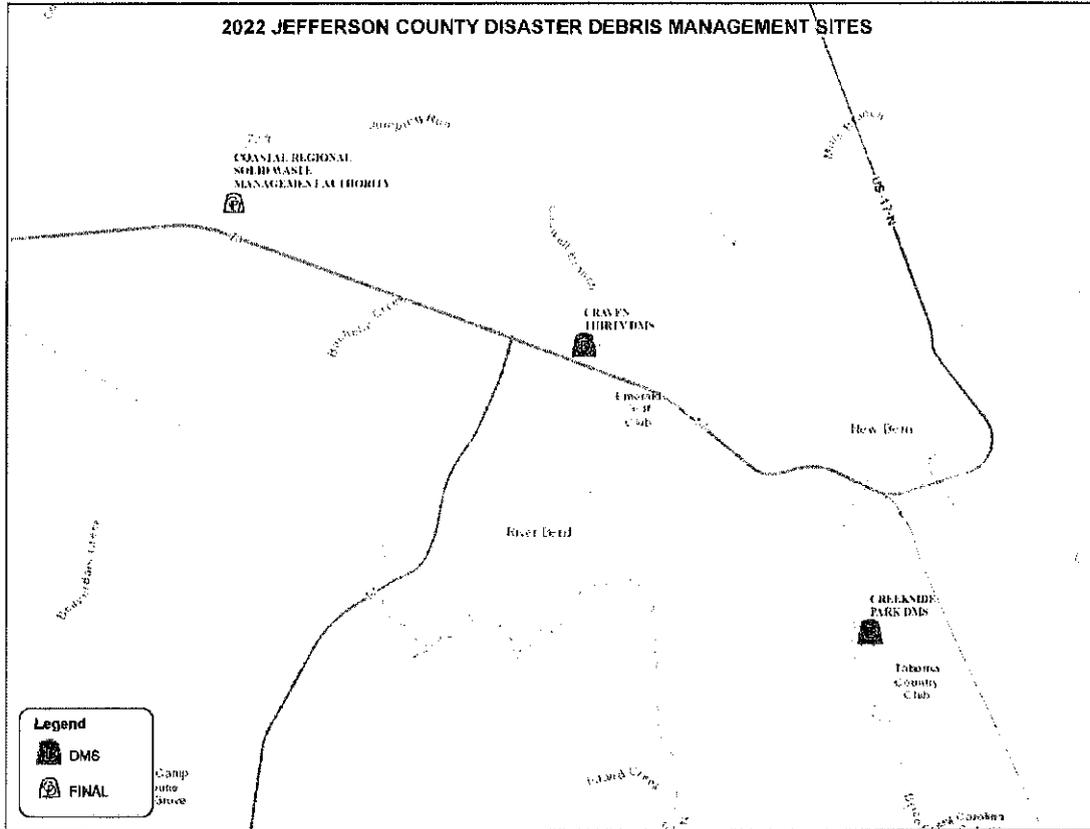
**Example C.** The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.



**Example D.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

## DMS Maps

The following image shows a map of previous DMS sites in Jefferson County for which Tetra Tech has provided monitoring services.



## Residential Drop-Off Sites

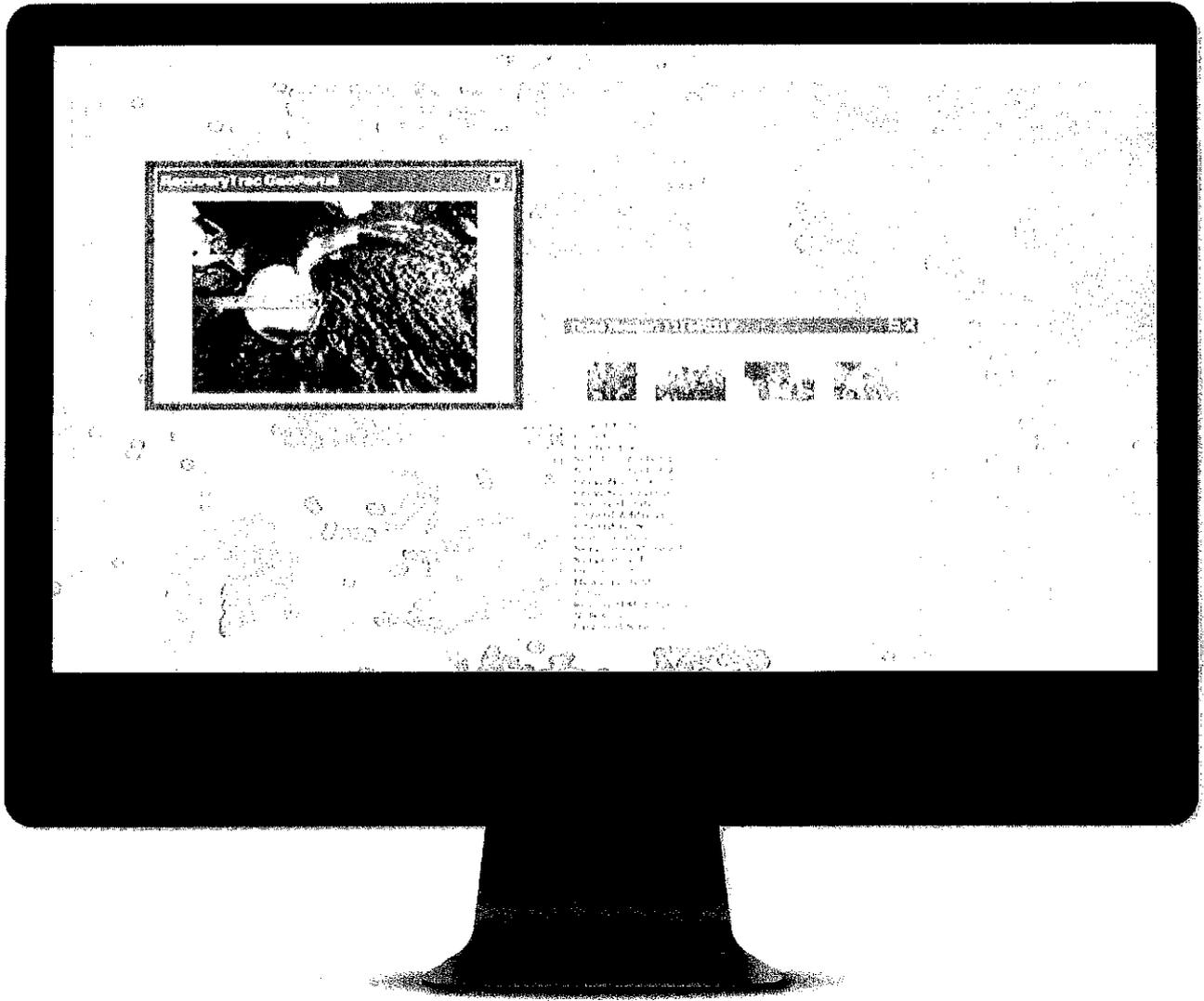
Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the County must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the County in monitoring residential drop-off sites and verifying County residence before a resident unloads debris at the site.

## Right-of-Way Collection Reporting

Our *RecoveryTrac*™ ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

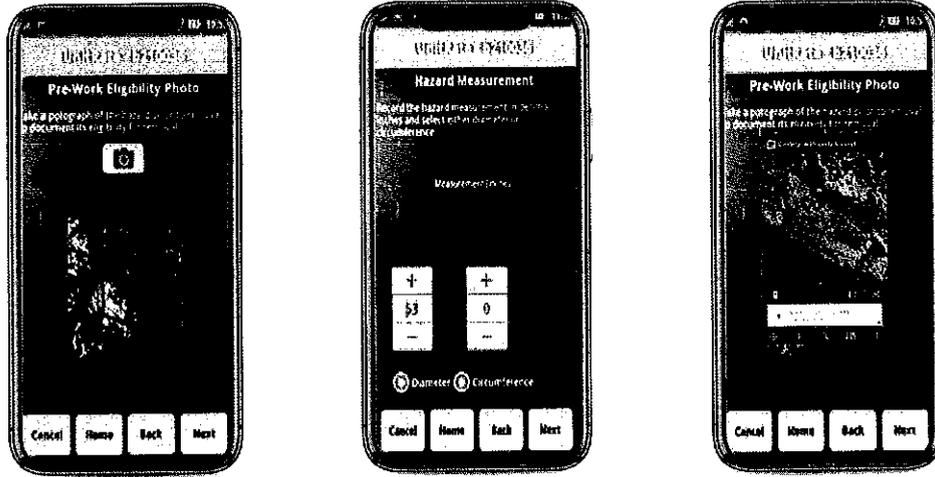
At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

### Waypoint Collection/Hazardous Tree Maps





### Hazardous Tree Mobile Suite



### Real-Time Ticket Report

**RecoveryTrac Incident Summary Report**

Project Incident Summary: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	REPR	Log/Int	Conts Post	Dem Red
OBSERVATIONS	1	1	0	0.0	1942	0	0	0	0
<b>Totals</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0.0</b>	<b>1942.0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Project Incident Details: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

OBSERVATIONS (Count: 1)

Incident No.	Status	Priority	Date	Emp Inv	Conts Inv	Emp Inv Sec	Reporting Member
85021025994	Active	Normal	12/15/2018 10:21 AM	NO	NO	NO	FRANCISCO BRENDE, 8210259

CREW HAS BEEN REMOVED STUMP  
NO OVERLEANS  
CITY CREW AT SITE

**Unit Rate Ticket**

**Ticket Information**

Ticket Date/Time: 12/15/2018 10:52 AM  
 Applicant: CITY OF LYNN HAVEN  
 Disaster: FL - HURRICANE MICHAEL  
 Contractor: ASHBRIIT  
 Sub-Contractor: TRI-RIVERS - ARBORPRO  
 Crew No: 710280  
 Supervisor: JONATHAN COLLINS

**Hazard Information**

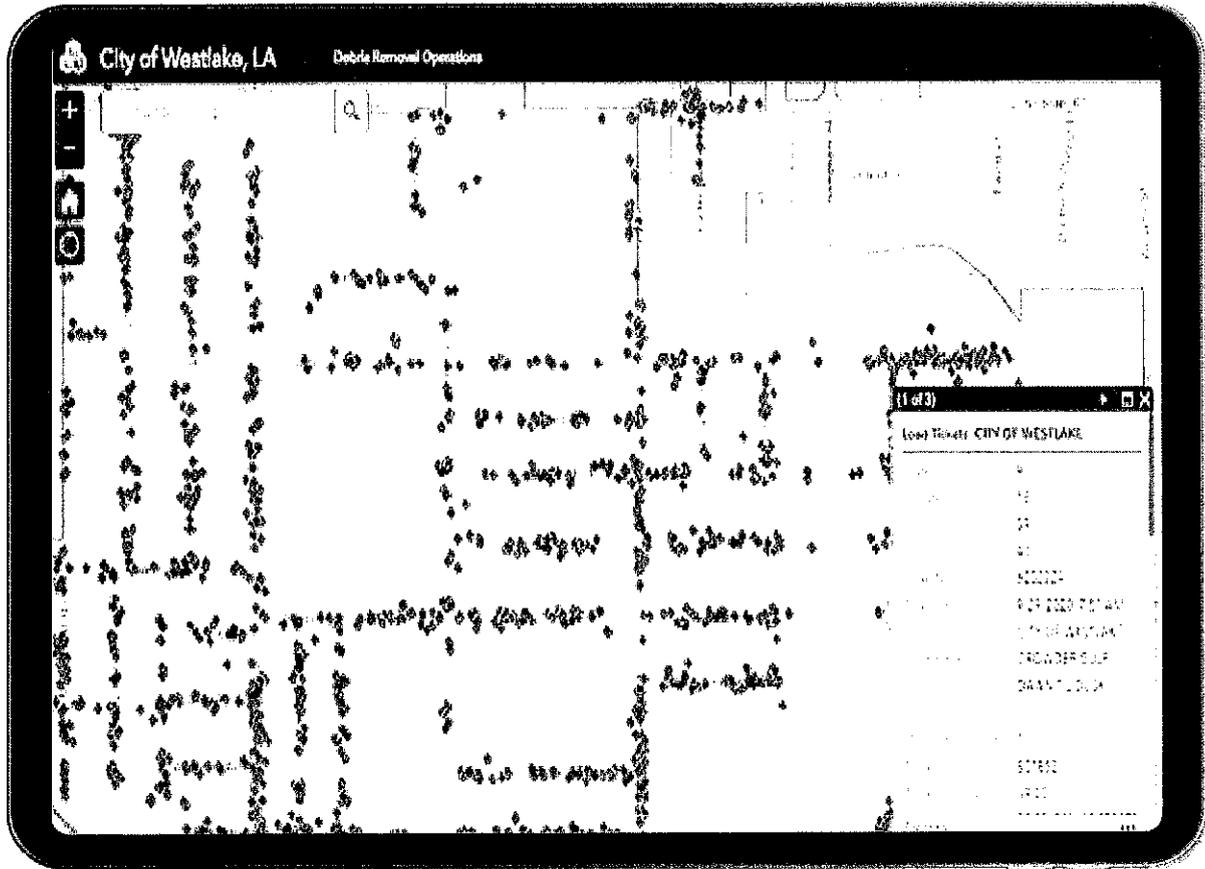
Hazard Type: 1A - HAZARDOUS HANGERS REMOVAL  
 GPS(Lat,Lng): 30.221035,-85.867865  
 Address: 812 BRADFORD CIRCLE  
 Measure: 5.00  
 Unit Count: 1.00  
 Start Time: 12/15/2018 10:35 AM  
 End Time: 12/15/2018 10:52 AM  
 Monitor Name (ID): JOELLY HARVEY (P232188)

Copyright 2019, Tetra Tech Inc.

### Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Unit Rate Ticket Map



### Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

**Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures.** Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

**Public Information Campaigns**

**Separating Your Debris**  
Debris should be placed curbside, without blocking the roadway or storm drains.

**NO PICKUP ZONE**  
Any debris placed from the sidewalk toward your property will not be picked up.

**DEBRIS SEPARATION**  
Separate debris into the six categories shown below.  
**DO NOT STACK OR LEAN**  
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.  
**UNSURE WHERE TO PLACE DEBRIS?**  
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

**Normal Household Trash**  
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

**VEGETATIVE DEBRIS**  
• Leaves (do not put in bags)  
• Logs  
• Plants  
• Tree branches

**CONSTRUCTION & DEMOLITION DEBRIS**  
• Building materials  
• Carpet  
• Drywall  
• Furniture  
• Lumber  
• Mattresses  
• Plumbing

**DEBRIS MANAGEMENT**  
Measured in Cubic Yards (CY)  
2,039,785 CY Total Debris Generated

The City is assessing and removing debris from homes and other structures impacted by Hurricane Irma. An estimated 2,039,785 cubic yards of debris was generated and will take some time to remove. Crews are actively working to remove debris and collection is progressing as quickly as possible. Your cooperation in following FEMA Debris Removal Guidelines will help speed the clean-up effort.

Visit page often to track the progress of work crews and to get an estimate of when they are expected in your area. Your patience is greatly appreciated as we work together to recover from the hurricane.

Frequently Asked Questions [Download](#)

43,439 Hazardous Trees/Limbs Removed

2,378 Loads Completed

**What Gets Picked Up?**  
[Click to learn more](#)

**Where Do I Place My Debris For Pick Up?**  
[Click to learn more](#)

**Where Are Collection Crews?**  
[Click here to find out](#)

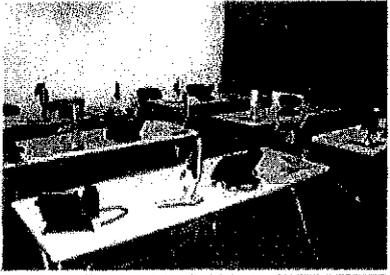
**Overall Progress to date**  
[Click here to find out](#)

**Who do I call for more information?**  
The Disaster Hotline is available Monday through Saturday from 8 a.m. to 5 p.m. Call 868 123 4567 for assistance.

Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.

### Call Center Operations

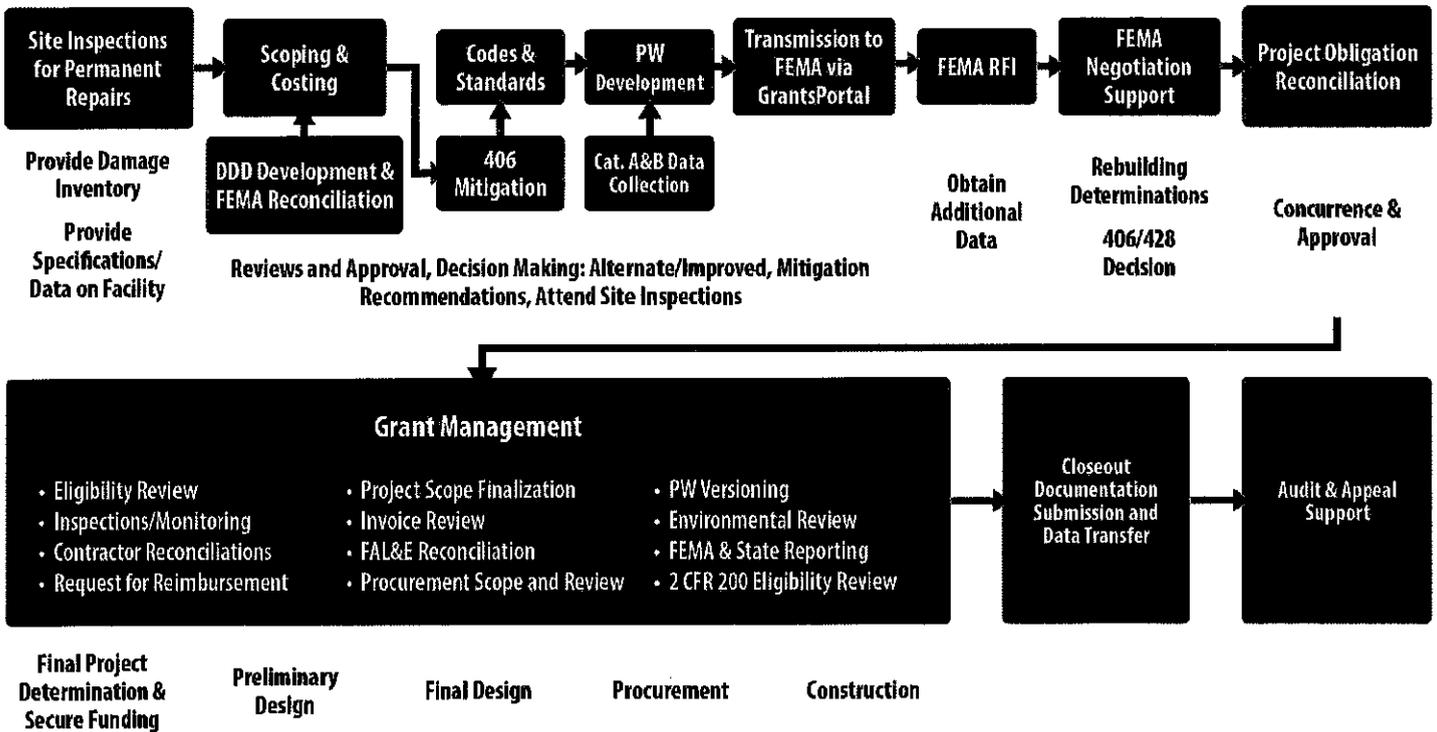


Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, TX following Hurricane Ike.

### Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



### Initial Damage Estimates

Through our experience working with clients in response to the 2020 hurricane season, FEMA is requiring greater documentation of disaster-generated damages than ever before in order to receive a disaster declaration. The proper reporting of damage by the public and inspection of the damage by the County and governmental officials is becoming increasingly important.

#### **Tetra Tech will assist the County in a systematic approach of cataloging, reporting, and documenting disaster-generated debris.**

We will develop a work plan with the County, ahead of storm season to maximize the efficient use of County and Tetra Tech resources to quickly and accurately find and report debris. As detailed above in item 10, the use of our proprietary *RecoveryTrac™* ADMS technology can assist the County in not only documenting this debris but also targeting resources to remove, haul, and monitor those operations.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. The visualization of the event provides critical insight into the disaster itself and the required resulting response and recovery. To support the County in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the County and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

### Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the County in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the County with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

The County is supported by debris management consultant Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and **upwards of \$2.5 billion in FEMA PA reimbursement.** Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

FEMA is required to disallow all ineligible or unsupported costs. To avoid de-obligation of PA funding, it is critical that applicants sufficiently document costs by type. Knowing which information to capture during emergency work implementation is key and **Tetra Tech has decades of experience in assessing eligibility of and documenting compliance for costs.**

Expedited Projects are obligated at 50 percent of eligible costs incurred for Debris Removal (Category A) and Emergency Protective Measures (Category B) conducted within the first days following the disaster and provide the necessary cash flow to kick-start recovery and ease the transition to the more traditional reimbursement-based program. Once the initial award of the expedited project is processed at 50% of the eligible costs incurred or projected, the County will need to provide all required documentation prior to the remaining funds being awarded in a project amendment. After the receipt of the initial funding, Tetra Tech will assist the County in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.

### **Project Worksheet Completion and Application Process**

Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation.

We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, County Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be onsite with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

### **Audit Support**

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first 2 years of the disaster include:

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of **experience working with FEMA Region VI.**

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and Texas.

1

**FEMA Validate as You Go (VAYGo) Audits:**

Focus on disbursements to subrecipients on an annual basis

**DHS OIG Capacity Audits:**

Focus on early detection of what issues might arise to promote corrective actions for recipients and subrecipients



3

**General Accountability Office Audit:**

Focus on performance of subrecipients on grants and identifying opportunities for process improvement



**Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:**

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

**Elements of our audit support strategy include:**

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into County activities.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

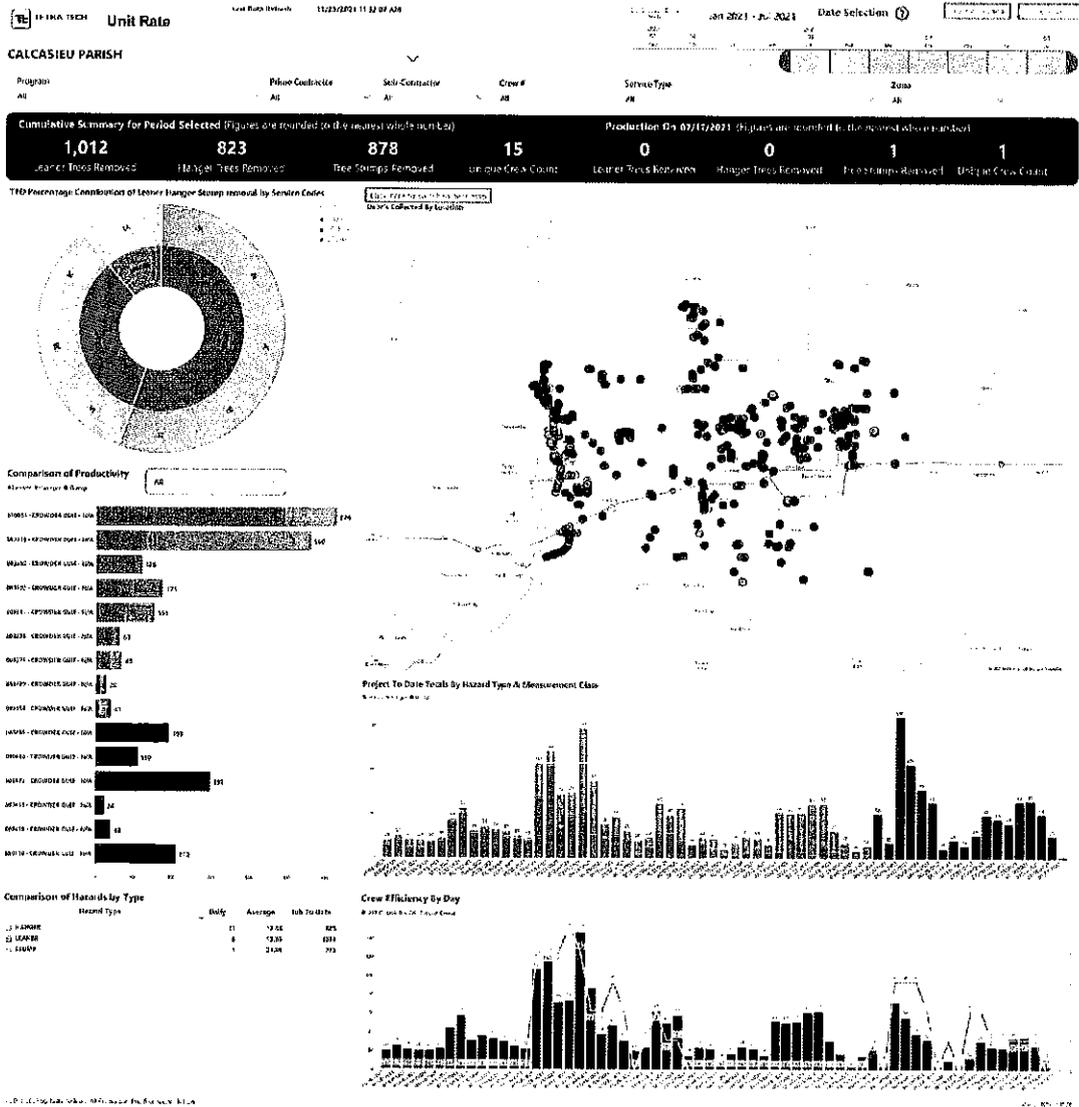
**Reporting**

Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

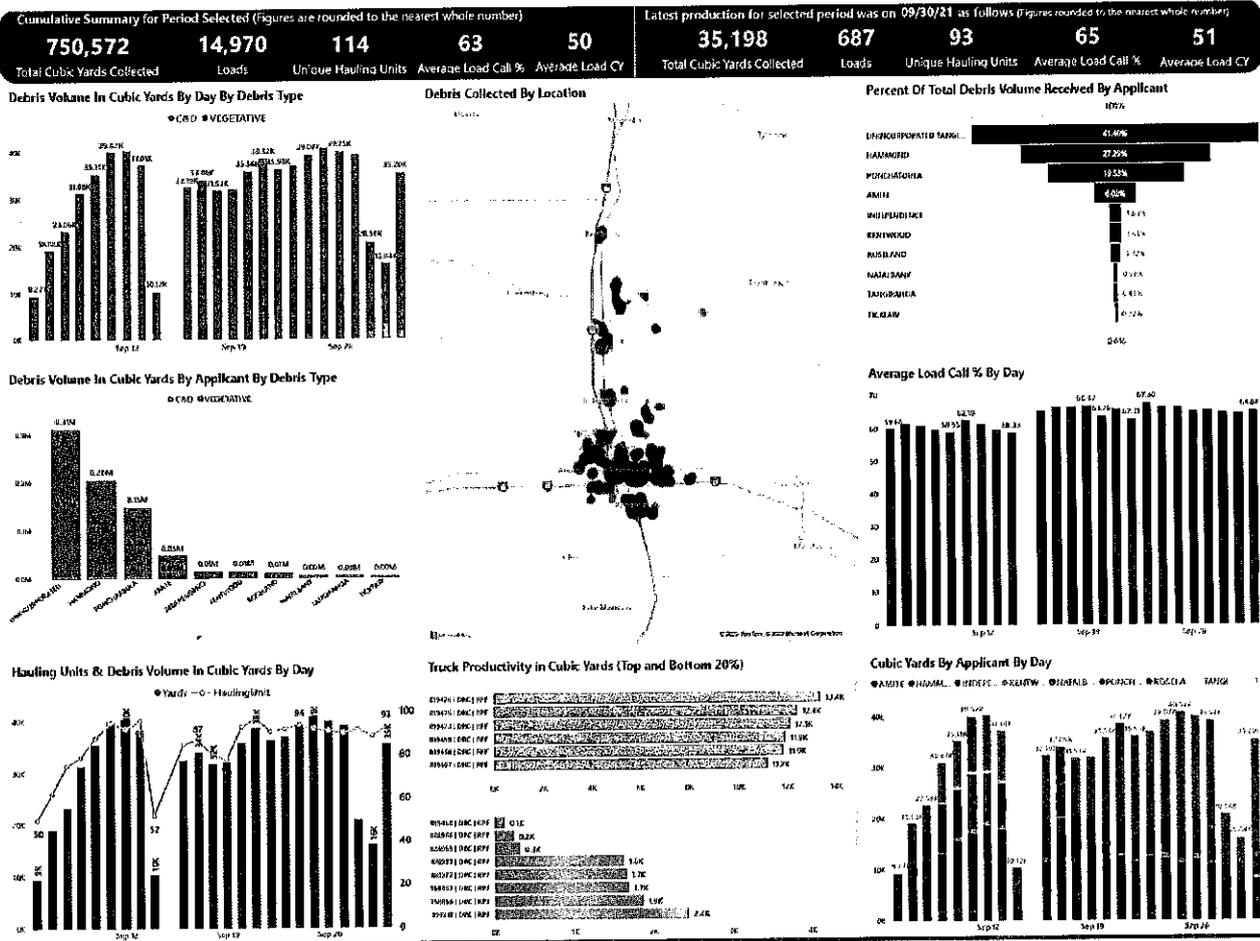
### Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

### Sample Custom Report Developed



### Sample Custom Report – Debris Volumes by Municipality



### Daily Budget Status Reports

Tetra Tech provides a variety of daily reports that capture costs incurred, invoicing statuses, projections of work, debris totals, task force productivity, evaluation of integrity controls, recommendations, budget forecasting, and other metrics, as requested. Some specific examples of daily reports issued for prior projects include:

- Finance Daily Budget Status Report:** This report's focus is on invoice reconciliation statuses, budget forecasting, and daily burn rates, contract service expenditure, work order and change order not-to-exceed tracking, and client recommendations based on analyses.
- Contractor Daily Production:** This report graphs debris type tonnages on a per debris removal team basis by day. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates to be shown.
- Debris Removal Team Daily Production:** This report displays the ticket data summarizing the CYs or tonnage associated with tickets from properties assigned to the contractor. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates.
- Daily Report Contractor Expenditure:** Displays the services included in the project for the contractor. Also shows the quantity and cost amount of each service per day as well as the project to date total of all services. This report also calculates the average daily cost estimate based on the average daily cost for the previous five days.

### Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

### Monthly Budget Status Report

**Monthly Estimated Budget Status Report**  
 Tetra Tech, Inc.  
 DRR 19104

**Report Month - October 2020**

Report Date: **11/2/2020**  
 Project Start Date: **8/1/2020**  
 Contract End Date: **8/30/2022**  
 Contract Days Remaining: **668**

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Total Contract Budget: \$ **8,316,928.00**  
 Total Estimated Amount Expended: \$ **680,932.75**  
 Total Estimated Remaining Contract Budget: \$ **7,658,045.25**  
 Estimated Contract Days Remaining With Current Forecast: **3020**

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Work Order Budget: \$ **1,098,920.00**  
 Total Estimated Amount Expended: \$ **680,932.75**  
 Estimated Remaining Work Order Budget: \$ **319,067.25**  
 Estimated Contract Days Remaining With Current Forecast: **126**

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Total Estimated Project to Date Cost: \$ **680,932.75**  
 Estimated Monthly Amount Cost: \$ **235,857.25**  
 Average Daily Burn Rate: \$ **2,536.10**

**Cumulative Forecast and Actual**

**Summary of Itemized Cost Categories**

Project to Date Estimated Labor	Monthly Amount	Total Amount
<b>Project to Date Estimated Labor</b>	<b>\$ 235,857.25</b>	<b>\$ 680,932.75</b>
<b>Grand Total</b>	<b>\$ 235,857.25</b>	<b>\$ 680,932.75</b>

**Labor Cost Per Day**

**Estimated Cost Basis**

\*\* All Figures Are Estimates Pending Final Reconciliation \*\*

Prepared by: **TETRA TECH**

### On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

### Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

## Incident Report

### RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION									
Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	HI Pri	Emp Invl	Contr Invl	Own Invl
DAMAGE TO PROPERTY	2	2	0	0.0	61	0	0	1	0
Totals	2	2	0	0.0	61.0	0	0	1	0

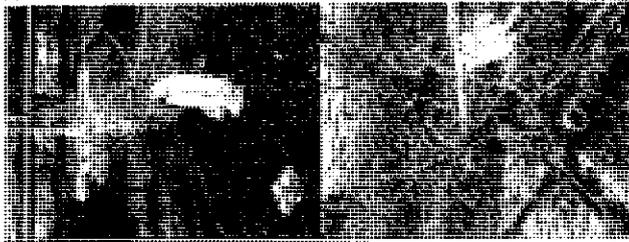
### Project Incident Details: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

#### DAMAGE TO PROPERTY (Count: 2)

##### PRIVATE PROPERTY-MAILBOX (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location	ReportingMonitor
DP-2020-30961	Active	Normal	9/9/2020 5:26:00 PM	NO	NO	NO	1313 GREENROAD STREET (30.250231,-93.257046)	DARE ADEYANJU (588714)

MAILBOX DOWN BEFORE THE ARRIVAL OF THE DEBRIS TRUCK.



**Sample Report:** Incident reports are available in real-time and can be accessed at any moment.

### Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac*™ system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac*™ Fleet history, including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the County. The data formats provided do not require a *RecoveryTrac*™ license.

### Contractor Reconciliation

The *RecoveryTrac*™ system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac*™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).

If *RecoveryTrac™* ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

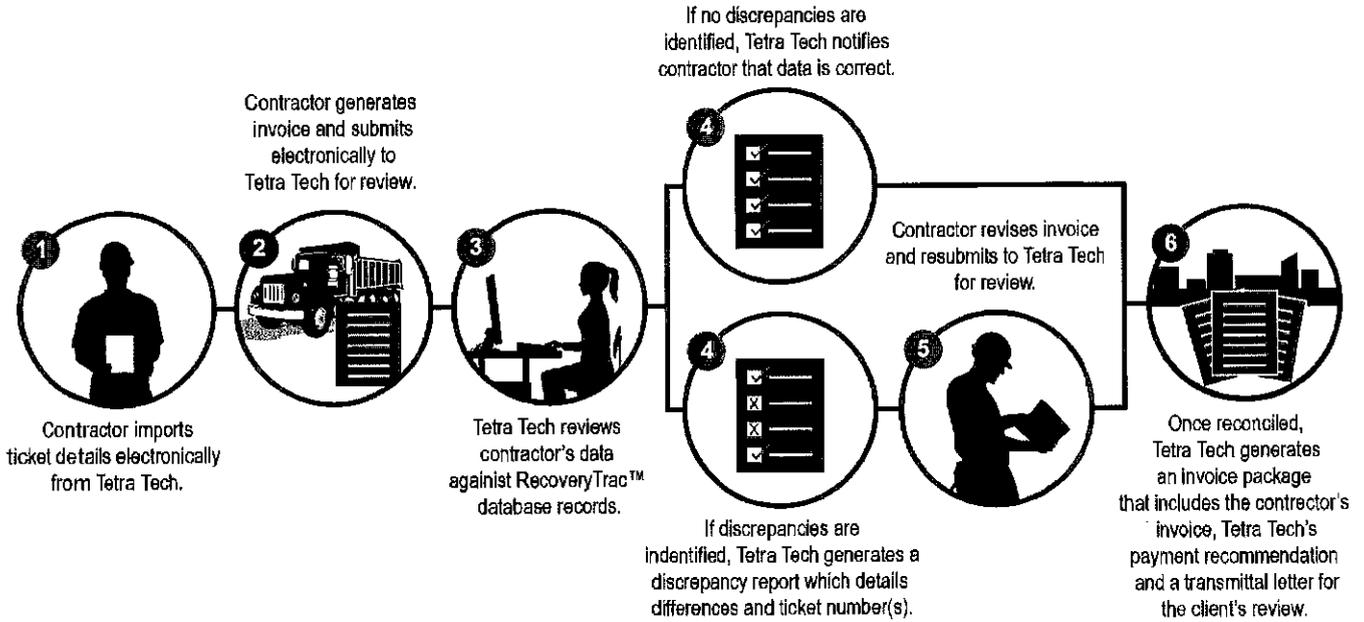
Whether using *RecoveryTrac™* ADMS or paper logs, Tetra Tech will use our *RecoveryTrac™* database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

1. Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.
2. Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
3. Tetra Tech reviews the contractor data against *RecoveryTrac™* database records:
  - a. If no discrepancies are identified, Tetra Tech notifies the debris contractor of no discrepancies in the data set.
  - b. If discrepancies are identified, Tetra Tech generates a discrepancy report noting ticket numbers and differences between the two data sets.
4. If applicable, Tetra Tech will also perform a full reconciliation of end use/disposal facility data corresponding to debris contractor disposed debris.
5. Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises its invoice based on the discrepancies and resubmits to Tetra Tech for review.
6. Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for review by the County. Tetra Tech's invoice package includes the following:
  - a. Contractor invoice
  - b. Tetra Tech transmittal letter and payment recommendation
  - c. Cost allocation data, if applicable
7. Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

**Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.**

### Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Payment Recommendation Report										
Friday, July 16, 2015										
<b>Invoice Cover Information</b>						<b>Invoice Number:</b> 1002-15-009				
Applicant: CITY OF HOUSTON						Date Of Invoice: 07/09/2015				
Contractor: DRC						Gross Amount per Invoice: \$325,301.75				
Disaster: TX-SEVERE STORMS AND FLOODING						Amount Held in Retainage: \$0.00				
Invoiced Date Range: FROM 06/15/2015 TO 06/16/2015						Net Amount Invoiced for Payment: \$325,301.75				
<b>Supporting Electronic Backup Summary</b>										
Code	Matching Service Description					Invoiced Qty	Invoiced Rate	Invoiced Total		
50A	VEG ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					26,455.10	\$7.22	\$191,085.82		
50B	VEG ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					664.28	\$9.41	\$6,251.49		
51A	C&D ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					16,272.36	\$7.60	\$123,269.86		
51B	C&D ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					646.10	\$10.75	\$6,970.56		
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):							\$325,301.75			
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):							\$0.00			
<b>100% Payable Transactions:</b>										
Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
4036115-1	42.40	\$7.60	\$322.24	4036115	06/15/2015	42.40	\$7.60	\$322.24	\$0.00	Verified and Approved
4036116-1	36.80	\$7.60	\$279.68	4036116	06/16/2015	36.80	\$7.60	\$279.68	\$0.00	Verified and Approved
4036117-1	34.48	\$7.60	\$261.82	4036117	06/15/2015	34.48	\$7.60	\$261.82	\$0.00	Verified and Approved
4036118-1	27.60	\$7.60	\$209.76	4036118	06/16/2015	27.60	\$7.60	\$209.76	\$0.00	Verified and Approved
4036119-1	31.80	\$7.60	\$241.68	4036119	06/16/2015	31.80	\$7.60	\$241.68	\$0.00	Verified and Approved
4036176-1	53.20	\$7.22	\$384.10	4036176	06/15/2015	53.20	\$7.22	\$384.10	\$0.00	Verified and Approved
4036177-1	37.70	\$7.22	\$272.19	4036177	06/15/2015	37.70	\$7.22	\$272.19	\$0.00	Verified and Approved
4036178-1	45.60	\$7.22	\$329.23	4036178	06/15/2015	45.60	\$7.22	\$329.23	\$0.00	Verified and Approved
4036179-1	43.50	\$7.22	\$314.07	4036179	06/15/2015	43.50	\$7.22	\$314.07	\$0.00	Verified and Approved
4105960-1	33.80	\$7.60	\$256.88	4105960	06/15/2015	33.80	\$7.60	\$256.88	\$0.00	Verified and Approved
4105961-1	54.00	\$7.60	\$410.40	4105961	06/16/2015	54.00	\$7.60	\$410.40	\$0.00	Verified and Approved
4105962-1	34.30	\$7.60	\$260.68	4105962	06/16/2015	34.30	\$7.60	\$260.68	\$0.00	Verified and Approved

Continued, see additional data through page 2  
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## 8. Project Controls

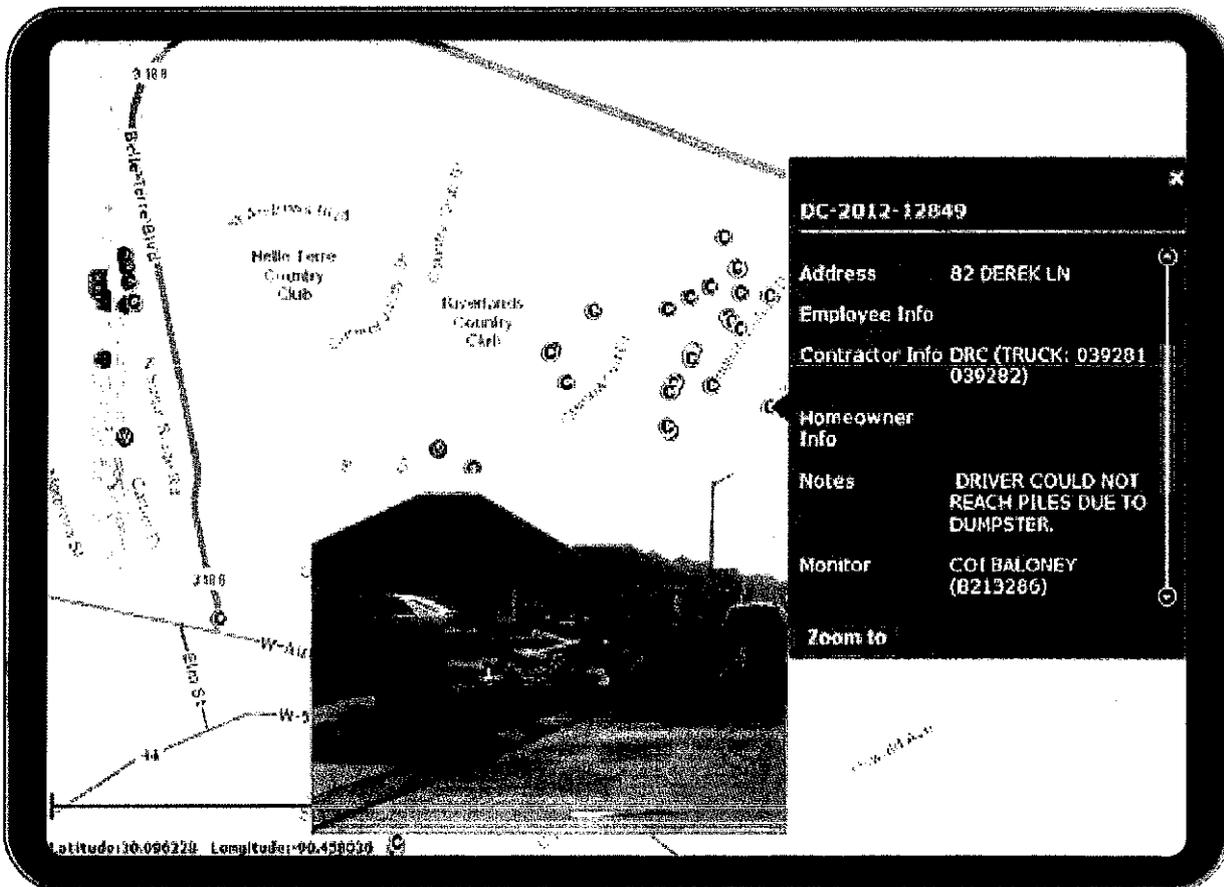
### Quality Assurance

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

#### Missed Piles Tracking



## Fraud Prevention

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Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac™* system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

## Training

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In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

## Safety and Health Standards

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Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.



### Industry Metrics for 2021 Health and Safety Performance

**0.74**

US Experience Modification Rate (EMR)

**29% better than average industry workers' compensation claims**

**0.35**

2021 Enterprise-Wide Total Recordable Injury Rate (TRIR)

**Outperformed others in our industry by 43%**

**0.08**

2021 Enterprise-Wide Lost Workday Incident Rate (LWDIR)

**Outperformed others in our industry by 45%**

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

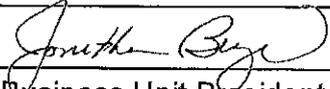
Tetra Tech has incorporated **COVID-19 awareness and safety procedures** into all project Health and Safety Plans since the start of the pandemic. These protocols will be incorporated into the project Health and Safety protocols to support the County in slowing the spread of COVID-19.

**EXHIBIT C  
(Total of 2 pages)**

**COST PROPOSAL FORM: SAMPLE**

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	
Title:	Business Unit President

<b>Position</b>	<b>Hourly Rate *</b>
Project Manager	\$ <u>85.00</u>
Operations Manager	\$ <u>65.00</u>
Data Manager	\$ <u>55.00</u>
GIS Analyst	\$ <u>55.00</u>
Field Supervisor	\$ <u>45.00</u>
Debris Site/Tower Monitors	\$ <u>37.00</u>
Collection Monitor	\$ <u>37.00</u>
Data Entry Clerk/Clerical	\$ <u>40.00</u>
Billing/Invoice Analysts	\$ <u>60.00</u>

\*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

**REQUIRED FORM**  
**Proposer: Please complete this form and include with Proposal Submission.**

## Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

### Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	\$48.00
Administrative Specialist II	\$57.60
Research Assistant	\$61.20
Proposal Coordinator	\$63.60
Comm. Technician	\$68.40
Help Desk Operator	\$74.40
Administrative Specialist III	\$76.80
Research Assistant II	\$79.20
Service Center/Logistics Specialist	\$81.60
Analytical Aide	\$90.00
Planning Aide	\$96.00
Project Control Specialist	\$99.60
Oracle Database Administrator	\$102.00
Consulting Aide	\$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$120.00
System Administrator	\$126.00
Law Enforcement Subject Matter Expert/Trainer	\$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	\$132.00
Public Assistance/Grant Management Consultant	\$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	\$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	\$162.00
Senior Public Assistance/Grant Management Consultant	\$162.00
Senior Oracle DBA	\$165.60
Supervising Public Assistance Consultant	\$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$180.00
Program Manager	\$189.60
Senior Program Manager	\$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00
Subject Matter Expert	\$270.00
FEMA Appeals Legal Specialist	\$292.80
Senior FEMA Appeals Legal Specialist	\$420.00
Principal FEMA Appeals Legal Specialist	\$510.00

**EXHIBIT D**  
(Total of 20 pages)

**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED  
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of

the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

#### **DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

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

1. *Minimum wages.*
  - i. All laborers and mechanics employed or working upon the site of the work ( or under the United

States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a

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

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

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. *Apprentices and trainees-*

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a

training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 5. *Compliance with Copeland Act requirements.*  
The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. *Subcontracts.*  
The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. *Contract termination: debarment.*  
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. *Compliance with Davis-Bacon and Related Act requirements.*  
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. *Breach.*  
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 10. *Disputes concerning labor standards.*  
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 11. *Certification of eligibility.*
  - 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
  - 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

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

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **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." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12,

respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
- (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications

and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:
- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
  - (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
  - (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
  - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

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

Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

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

- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION**

**Contractor must complete enclosed certification**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00. **Contractor must complete enclosed certification**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client 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.

#### **CHANGES**

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

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

#### **DHS SEAL, LOGO, AND FLAGS**

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

#### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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 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**

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.

#### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### **AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video

recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.”

**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:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**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](http://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**

**CIVIL RIGHTS COMPLIANCE PROVISIONS**

1. **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:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's 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.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the

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

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

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

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

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

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**

**TETRA TECH****CONTACT INFORMATION**

2301 Lucien Way, Ste. 120  
Maitland, FL 32751  
Ph. (321) 441-8511  
Fax (321) 441-8501  
TDR.Contracts@tetratech.com

Proposal for (RFP 22-038/MR)

# Emergency Debris Monitoring Services

Jefferson County, Texas

Copy | August 2022

*Leading with Science®*

## A. Transmittal Letter

Ms. Mistey Reeves, Assistant Purchasing Agent  
 Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

August 8, 2022

**Subject: Emergency Debris Monitoring Services (RFP 22-038/MR)**

Dear Ms. Reeves and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to Jefferson County's (County) request for proposals for Emergency Debris Monitoring Services. For 25 years, Tetra Tech has been providing disaster recovery services to communities across 23 states and 2 US territories. **We are proud to serve as the County's incumbent provider for these services, and look forward to continuing our partnership.** Our team is confident we can provide the services requested by the County in its RFP with precision rooted in experience and understanding of debris monitoring programs, including direct work experience with the County. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County:

- **Proven, Battle-tested Solutions for the County.** We can guarantee the County that we are prepared to seamlessly deliver disaster debris monitoring services because **we have done it for nearly 15 years**. Tetra Tech is a trusted and proven partner to the County, having supported the critical response to Hurricane Ike in 2008, the 2015 floods, Hurricane Harvey in 2017, and most recently in 2019, Tropical Storm Imelda. Our team monitored the removal of more than **476,000 cubic yards (CYs) of total debris** in the aftermath of these disasters, as well as more than **7,500 hanging trees and limbs**. This experience provides our team with an in-depth understanding of the challenges faced by the County. We renew our commitment to providing the County a swift, compliant, and dedicated response during both steady-state conditions and times of disaster.
- **Unmatched Debris Management Experience Throughout the State of Texas.** Since 2008, our firm has **assisted more than 100 communities in Texas** with response and recovery efforts after Hurricanes Rita, Dolly, Ike, Harvey, and most recently, Hurricane Hanna. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, droughts, floods, and currently the COVID-19 pandemic. Our diverse experience in the state gives us an in-depth understanding of the challenges faced by Texas communities. Additionally, Tetra Tech has 7 offices in Texas, allowing us to quickly respond to the County's needs. As proven by our extensive past performance in Texas and throughout the country, the County can rely on Tetra Tech to execute this effort successfully.
- **National Leadership in Debris Monitoring.** Our team has successfully assisted **over 300 local and state government clients across the nation** with planning for and recovering from disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the removal of **over 160 million CYs of debris**, resulting in excess of **\$8 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- **Immediate Response Capability to Continuing to Meet the County's Needs.** With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the County within hours of a disaster. **Following Hurricane Harvey, Tetra Tech simultaneously deployed over 1,400 staff in the State of Texas.** In 2017, **Tetra Tech successfully deployed more than 6,000 field staff throughout the country** to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. Our simultaneous response to several disasters is proof that we have the staff, resources, and expertise to respond to the County's post-disaster needs. Tetra Tech stands ready to work with the County as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.
- **Deeply Experienced Project Management Team.** We have assembled a team of disaster debris experts who were specifically selected for this engagement based on their experience, programmatic expertise, and availability to respond

to the County's needs. Leading the Tetra Tech Disaster Recovery division is **Mr. Jonathan Burgiel, a 35-year veteran of the industry who is a leading expert in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.** Additionally, Will Barton, our proposed project manager, is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA Public Assistance (PA) Grant Program.

- **Strong Beach, Marine, and Vessel Qualifications and Experience.** Our team has led many of the largest beach and marine debris removal programs in United States history. Our experience includes the removal of hundreds of vessels from the environmentally sensitive Florida Keys, debris mapping utilizing our proprietary side scan sonar in Lake Borgne following Hurricane Katrina, and marine and vessel debris removal on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy. We have also led marine debris removal programs for Escambia County, FL; County of Galveston, TX; and Collier County, FL and more recently Brevard, Lee, Monroe, and Volusia Counties under our FDEP contract following Hurricane Irma.
- **FEMA Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA PA reimbursement costs incurred by our clients. We have assisted clients in response to every major disaster occurring in the United States in the last 10 years, including multiple large-scale and state-level programs. As a result, we are deeply familiar with methods for maximizing FEMA funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as PA reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. The County will be supported by senior management team member **Mr. John Buri, who has been extensively involved in numerous emergency management and recovery missions in Texas since 2007.** He has represented over **\$3 billion** in disaster related grants.
- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders. ***RecoveryTrac™* ADMS is validated by the United States Army Corps of Engineers (USACE)** and is the ADMS preferred by USACE debris contractors.
- **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. **Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

Tetra Tech certifies that this **proposal is valid for 120 days** following submittal and can be extended upon approval by both parties. **Tetra Tech affirms its acceptance of the terms and conditions of the contract resulting from the RFP.**

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments. Proof of authorization can be found immediately following this letter.

**Technical Representative: Mr. Ralph Natale**  
1500 City West Boulevard, Suite 1000, Houston TX 77042  
Phone: 321-441-8511 | Fax: 321-441-8501  
ralph.natale@tetratech.com

**Contractual Representative: Ms. Marina Armanious**  
1500 City West Boulevard, Suite 1000, Houston TX 77042  
Phone: 321-441-8511 | Fax: 321-441-8501  
TDR.contracts@tetratech.com

Sincerely,

**Tetra Tech, Inc.**



Jonathan Burgiel  
Business Unit President – Tetra Tech Disaster Recovery

CERTIFICATE  
TETRA TECH, INC.

To: Jefferson County, Texas

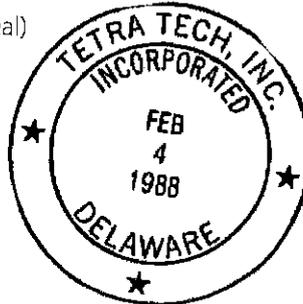
I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to Jefferson County's RFP for Emergency Debris Monitoring Services RFP 22-038/MR. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 8<sup>th</sup> day of August 2022.

Preston Hopson  
Senior Vice President, General Counsel and Secretary

(Seal)



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# C. Executive Summary

## 1. Firm History

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over \$8 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service.**

In total, our team has successfully managed the removal of and reimbursement for over **160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.**

<b>55</b> YEARS IN BUSINESS	<b>25</b> YEARS IN DISASTER RECOVERY	<b>160M</b> CUBIC YARDS OF DEBRIS MONITORED	<b>\$8B</b> REIMBURSED TO CLIENTS
<b>WORKS IN 100+ COUNTRIES</b>	<b>7 CONTINENTS</b> Publicly traded on NASDAQ as <b>TTEK</b> Nasdaq	<b>\$3.2 billion ANNUAL REVENUE</b>	<b>ENR RANKINGS</b> #1 Environmental Management #1 Hydro Plants #1 Water #1 Water Treatment/Desalination
		<b>WORKS ON 70,000 PROJECTS ANNUALLY</b>	<b>450 OFFICES WORLDWIDE</b>
		<b>21,000 ASSOCIATES</b>	<b>20,000 CLIENTS</b>

## 2. Proposal Overview

While the County can't prevent disasters, it can put itself in the best position possible to recover. As such, it is the County's intention to retain the services of a contractor who can provide emergency disaster debris monitoring services. Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work, including:

- Pre-storm coordination
- Staff mobilization
- Field documentation of work
- Collection monitoring
- Monitor training
- Damage assessment and tracking
- Status reports
- Monitor spot checks and auditing
- Project mapping
- Truck certification
- Debris management/disposal sites
- Quality control and assurance
- Safety meetings and monitoring updates
- Coordination meetings with contractors
- Data management
- Public information support
- Funding support
- Recovery services

In addition to these core elements of the scope of work, Tetra Tech also offers the County unmatched expertise across the entire disaster recovery lifecycle, from hazard mitigation and planning to long-term recovery. As detailed throughout this proposal, Tetra Tech is a proven partner to the County in disaster debris monitoring. We are grateful for the opportunity to renew our partnership, and reaffirm our commitment to providing the County best-in-class service.

In the following pages, we have provided an abridged overview of Tetra Tech's proposal. Additional information about our organization can be found in Tab D (company information), Tab E (personnel and work approach), Tab F (cost information), and Tab G (required forms).

# We have a **proven record** of success with the County.

We renew our commitment to providing the County a **swift, compliant, and dedicated response** during both steady-state conditions and times of disaster.

We can ensure the County that we are prepared to seamlessly deliver disaster debris monitoring services because we have **done it for nearly 15 years**. Tetra Tech is a trusted and proven partner to the County, having supported the critical response to Tropical Storm Imelda in 2019, Hurricane Harvey in 2017, the floods in 2015, and Hurricane Ike in 2008.

Following these disasters, our team has monitored the combined removal of more than **476,000 CYs of debris**, as well as more than **7,500 hanging trees, stumps, and limbs**. We rapidly mobilized to respond to the County's needs, including hiring and managing a team of over **142 field monitors**.

## 15-Year Activation Metrics for Jefferson County

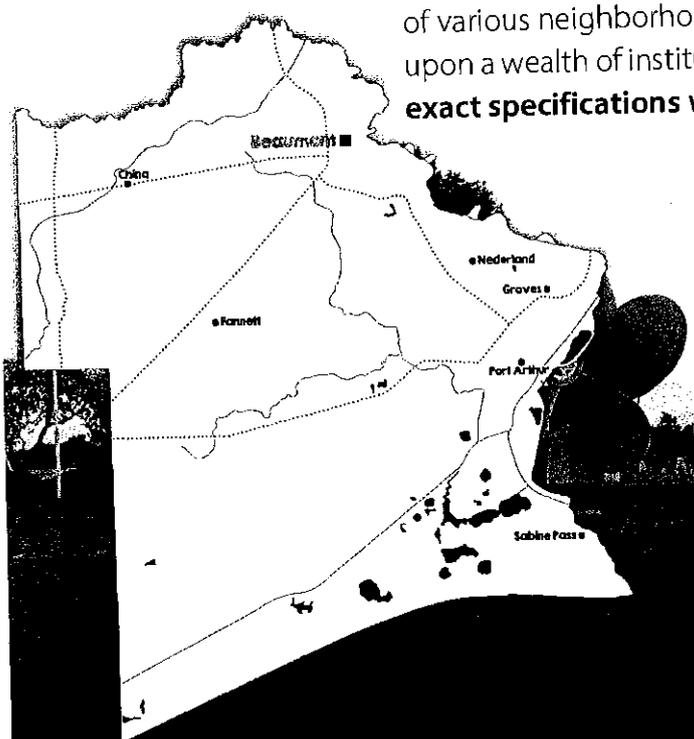
**476K+** CY of Debris Monitored

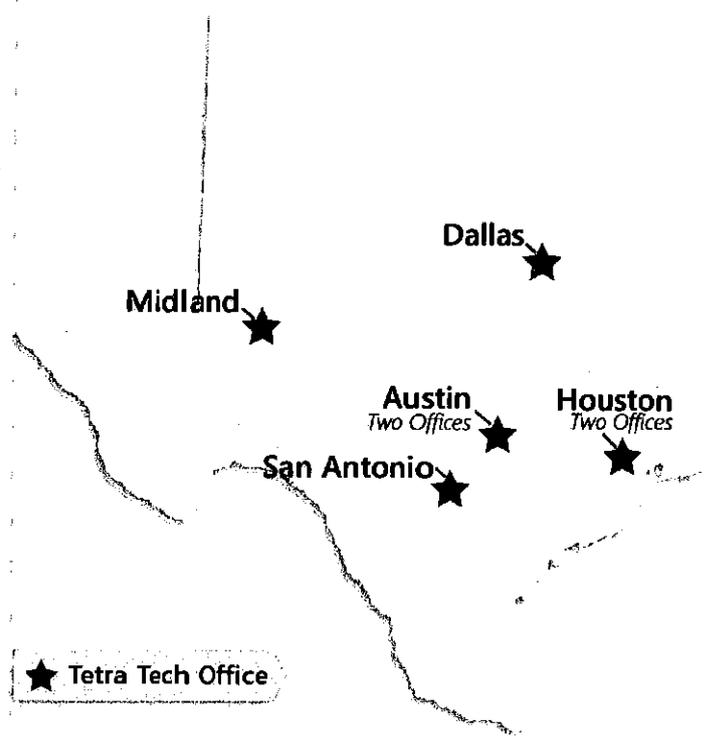
**7.5K+** Hazardous Trees & Limbs Removed

**142+** Local Staff Hired

## We know Jefferson County, from the Gulf Coast to the Neches River.

We have gained immense knowledge of Jefferson County's disaster activation expectations and workflows based on our prior disaster debris monitoring work in response to disasters over the past 15 years. From proposed debris management site locations to state and local roadway requirements, to needs of various neighborhoods throughout the County – the Tetra Tech team draws upon a wealth of institutional knowledge to **provide solutions to the County's exact specifications with zero learning curve.**



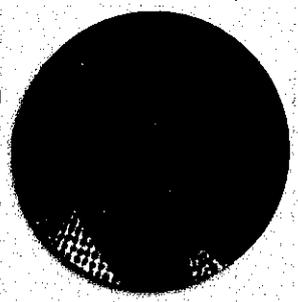


## We have **unmatched** experience in Texas.

Tetra Tech has assisted more clients in Texas with comprehensive disaster recovery programs, including debris management programs, than any other firm. With seven offices and hundreds of disaster recovery professionals throughout the State of Texas, we are able to respond quickly to our clients' needs. Over the years, Tetra Tech has monitored the removal of **over 33 million CYs of debris and more than 465,000 hangers, leaners, and stumps for over 100 clients across the State of Texas, including assisting Jefferson County following several disasters.**

## We are the **best equipped** team.

The proposed team is the best in the industry and has honed lessons learned through our multiple activations for the County to deliver an enhanced model of operations.



The Tetra Tech team is led by **Project Manager Will Barton**. Will has served as project and operations manager with Tetra Tech for more than 8 disaster activations since 2017.

## Nothing can beat our **RecoveryTrac™** ADMS.

Tetra Tech utilizes its proprietary automated debris management system (ADMS) technology. Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders.

*RecoveryTrac™* ADMS is validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by USACE debris contractors.



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## D. Proposer Identifying Information

### 1. Firm Information

Please find the requested company information in the table below.

Requirement	Response
<b>a. Name and Address of Firm</b>	Tetra Tech Inc. <i>Disaster Recovery Headquarters</i> 2301 Lucien Way, Suite 120 Maitland, FL 32751
<b>b. Type of Business Entity</b>	Corporation
<b>c. Place of Incorporation</b>	Delaware
<b>d. Name and Location of Major Offices Involved in Performance of Contract</b>	<b>Corporate Headquarters</b> 3475 East Foothill Blvd. Pasadena, CA 91107  <b>Houston Office – West</b> 1500 City West Blvd., Suite 1000 Houston, TX 77042  <b>Houston Office – North</b> 11615 N. Houston Rosslyn Houston, TX 77086
<b>e. Principal Contact Person</b>	<b>Betty Kamara, Contracts Manager</b> 2301 Lucien Way, Suite 120, Maitland, FL 32751 Phone: (321) 441-8511 / Fax: (321) 441-8501 95-4148514
<b>f. Federal Employer Identification Number</b>	
<b>f. Jefferson County Business License Number</b>	N/A
<b>g. Full Name and Address for Each Member, Partner, and Employee</b>	Detail for the staff who will perform services on this project is provided within this section. Communications regarding this solicitation can be directed to the address listed above in items (a) and (e).
<b>h. Statement of Financial Stability</b>	Tetra Tech is a stable company with annual operating revenue exceeding \$3 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients. <i>Details further outlining our financial stability and capacity are provided on the next page.</i>

# Jefferson County gains the stability and resources of a \$3 billion company.

**\$166 million**

Available cash as of  
February 2022

**\$749 million**

Borrowings at our  
disposal

**\$915 million**

Total liquidity  
available

“

...we are excited for the opportunity to expand upon our partnership with Jefferson County. We are supportive of the proposal from the highest levels of our organization. With more than \$200 million of liquidity available, we are confident that Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.

—Steven Gurdick,  
Financial Officer



”

WORKS IN  
**100+**  
COUNTRIES

**7**  
CONTINENTS

Publicly traded  
on NASDAQ as

**TTEK**  
Nasdaq

**\$3.2 billion**  
ANNUAL REVENUE

WORKS ON  
**70,000**  
PROJECTS  
ANNUALLY

**450**  
OFFICES  
WORLDWIDE

## ENR RANKINGS

#1 Environmental Management  
#1 Water  
#1 Water Treatment/Desalination  
#2 Solid Waste Management

**20,000**  
CLIENTS

**21,000** ASSOCIATES 

We provide **optimal value** to our clients.

Tetra Tech provides a cost-effective solution to recovering communities. Our team of emergency management, disaster recovery, and infrastructure experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients.

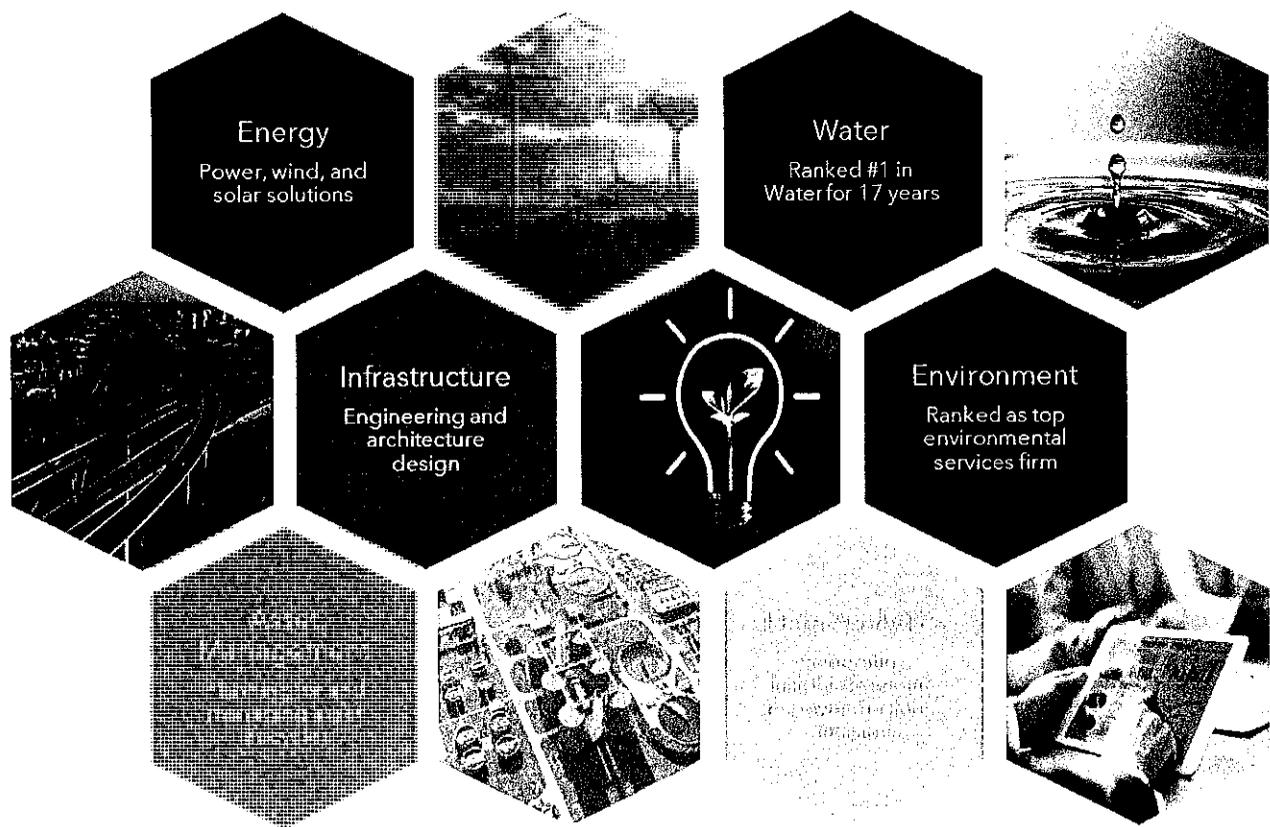
Tetra Tech provides the best value by arming recovering communities with unmatched sophistication in professionalism, reporting, and compliance.

We are grateful for the opportunity to renew our partnership, and look forward to supporting the County as a **trusted and proven partner**.

## Firm Overview

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. We are a global company with over 21,000 employees that is *Leading with Science*<sup>®</sup> to provide innovative solutions to complex problems for our public and private clients.

In addition to disaster recovery, Tetra Tech offers a diverse suite of solutions to complex problems in water, environment, infrastructure, resource management, energy, advanced data analytics, and more. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.



Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$8 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS).*** In total, our team has successfully managed the removal of and reimbursement for over ***160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.***

## Contractual Commitments

While Tetra Tech is an organization of over 21,000 employees with the capability to mobilize for numerous communities, we are very careful not to overextend our staff and resource capability to ensure that we can successfully meet our clients' expectations. Upon careful consideration of these contractual obligations and the capacity of our logistics, equipment, staffing, and ability to mobilize across Texas, we certify that Jefferson County will receive our full commitment to ensure this contract's success at all times. Moreover, we are intentionally assessing future engagements in the area to ensure that we can successfully respond and deliver with dedicated attention once awarded the work. As elaborated throughout this proposal, we have the existing staff, systems, and policies needed to rapidly and effectively respond to the County's needs.

We have successfully accomplished large-scale, rapid deployment before, and are prepared to do it again. **Following Hurricane Harvey, Tetra Tech simultaneously deployed over 1,400 staff in the State of Texas, including to Jefferson County.** In 2017, Tetra Tech successfully deployed more than 6,000 field staff throughout the country to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. **Due to the nature and deep pool of resources of our firm, we are able to scale to meet the County's need regardless of size or scope of work.** As demonstrated by our prior success in multiple simultaneous activations across the country, Tetra Tech's size, depth, and breadth of resources have consistently proven to be an asset for our clients. *The exhibit below lists Tetra Tech's current contractual obligations for debris monitoring for clients in Texas and Louisiana within 75 miles from Jefferson County.*

### Exhibit D-1: List of Pre-Positioned Contracts

	Client Name	Client Name
CONFIDENTIAL	Calcasieu Parish Police Jury, Louisiana	Orange County, Texas
	Beaumont, Texas	Pine Forest, Texas
	Bridge City, Texas	Rose Hill Acres, Texas
	Hardin County, Texas	Sulphur, Louisiana
	Harris County, Texas	Vidor, Texas
	Lake Charles, Louisiana	Vinton, Louisiana
	Nassau Bay, Texas	Westlake, Louisiana

## Claims and Litigation

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations.

Therefore, Tetra Tech certifies that it, as well as its principal/officers, have:

- No current claims, demands, contracts terminated, or lawsuits filed/threatened/pending related to disaster debris monitoring services or the payment of monies thereof for the last three (3) years.
- No administrative actions or warnings taken or issued by any federal, state or local government agency related to disaster debris monitoring services or the payment of monies thereof.

## 2. Experience, Knowledge, and Expertise

<b>55+</b> Years in Business	<b>25</b> Years in Disaster Recovery	<b>160M</b> CYs of Debris Monitored	<b>\$8 B</b> Reimbursed to Clients	<b>3,000+</b> Clients Nationwide
---------------------------------	---	--	---------------------------------------	-------------------------------------

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and disaster debris planning and preparedness. Our team offers deep understanding of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

### Tetra Tech has been activated for more than 90 disasters, including:

 <b>30</b> Hurricanes	 <b>5</b> Ice Storms	 <b>4</b> Snowstorms	 <b>8</b> Floods	 <b>13</b> Fires
 <b>12</b> Tornadoes	 <b>5</b> Tropical Storms	 <b>1</b> Drought	 <b>1</b> Biological Incident	

Our 90+ activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received**. We work with state and local governments to navigate federally-funded programs and are committed to advocating for and providing the best service to our clients.

## Unmatched Debris Monitoring Experience

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, debris management sites (DMS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support.

Exhibit D-2: Experience Matrix (2001–2022)

# 90 EVENTS 2001 - 2022

## 2022

WINTER STORM VA - 1 Client  
KY SEVERE STORMS/TORNADOES - 2 Clients

## 2021

DIXIE FIRE - 1 Client  
HURRICANE IDA - 9 Clients  
BUILDING COLLAPSE - 1 Client  
SEVERE STORMS/TORNADOES AL - 1 Client  
WINTER STORM TX - 3 Clients  
SEVERE STORMS/FLOODING TN - 1 Client  
WINTER STORM VA - 1 Client

## 2020

HURRICANE ZETA - 6 Clients  
HURRICANE DELTA - 4 Clients  
WILDFIRES - 2 Clients  
HURRICANE SALLY - 4 Clients  
HURRICANE LAURA - 18 Clients  
HURRICANE ISAIAS - 2 Clients  
HURRICANE HANNA - 3 Clients  
TORNADOES - 3 Clients  
IOWA DERECHO - 1 Client

## 2019

TROPICAL STORM IMELDA - 3 Clients  
HURRICANE DORIAN - 4 Clients  
TORNADOES - 2 Clients

## 2018

HURRICANE MICHAEL - 13 Clients  
HURRICANE FLORENCE - 12 Clients  
WILDFIRES - 1 Client

## 2017

WILDFIRES - 2 Clients  
HURRICANE MARIA - 1 Client  
HURRICANE IRMA - 67 Clients  
HURRICANE HARVEY - 38 Clients  
TX & GA TORNADOES - 2 Clients

## 2016

HURRICANE MATTHEW - 34 Clients  
HURRICANE HERMINE - 1 Client  
SEVERE STORMS & FLOODING - 2 Clients  
WILDFIRES - 2 Clients  
FLOODING - 6 Clients

## 2015

WILDFIRES - 2 Clients  
SEVERE STORMS - 3 Clients  
FLOODING - 10 Clients

## 2014

FLOODING - 1 Client  
TORNADOES - 2 Clients  
ICE STORM - 7 Clients

## 2013

ICE STORM - 2 Clients  
FLOODING - 1 Client

## 2012

HURRICANE SANDY - 13 Clients  
HURRICANE ISAAC - 5 Clients  
TROPICAL STORM DEBBY - 3 Clients

## 2011

NOR'EASTER WINTER STORMS - 19 Clients  
TEXAS DROUGHT - 1 Client  
TEXAS WILDFIRES - 1 Client  
HURRICANE IRENE - 22 Clients  
TORNADOES - 4 Clients

## 2010

FLOODING - 2 Clients  
TORNADOES - 1 Client  
ICE STORMS - 1 Client  
TROPICAL STORM ALEX - 1 Client

## 2009

ICE STORMS - 1 Client  
SNOW STORMS - 2 Clients  
TROPICAL STORM IDA

## 2008

HURRICANE IKE - 78 Clients  
HURRICANE GUSTAV - 7 Clients  
TROPICAL STORM FAY - 3 Clients  
HURRICANE DOLLY - 30 Clients  
MIDWEST FLOODING - 2 Clients



**160 Million**  
Total Cubic Yards  
of Disaster Debris

## 2007

MIDWEST ICE STORM - 3 Clients  
GROUNDHOG DAY TORNADOES - 2 Clients  
MIDWEST SNOW STORMS - 3 Clients

## 2006

BUFFALO SNOW STORMS - 6 Clients

## 2005

HURRICANE WILMA - 17 Clients  
HURRICANE RITA - 3 Clients  
HURRICANE KATRINA - 11 Clients  
HURRICANE DENNIS - 5 Client

## 2004

HURRICANE JEANNE - 2 Clients  
HURRICANE IVAN - 3 Clients  
HURRICANE FRANCES - 2 Clients  
HURRICANE CHARLEY - 2 Clients

## 2002

HURRICANE LILI - 1 Client

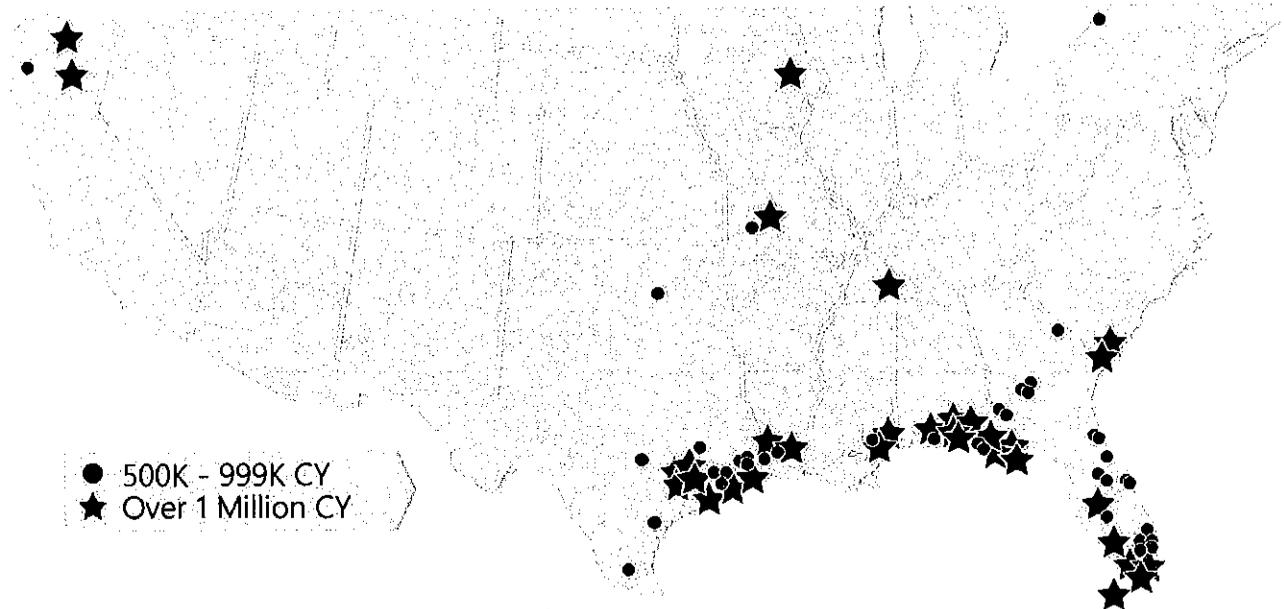
## 2001

TROPICAL STORM GABRIELLE - 1 Client

### Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. *More than 6,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Harvey, Irma, Maria, and the California wildfires in 2017-2018.* Tetra Tech understands the unique aspects and special considerations related to large-scale operations.

Exhibit D-3: Large Project Experience



Top 20 Debris Monitoring Projects by Cubic Yard (CY) .....



CalRecycle  
Camp Wildfire, 2018



Calcasieu Parish, LA  
Hurricane Laura, 2020



Houston, TX  
Hurricane Ike, 2008



Escambia County, FL  
Hurricane Ivan, 2004



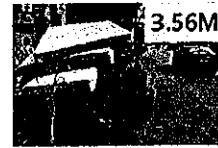
Baldwin County, AL  
Hurricane Sally, 2020



Lake Charles, LA  
Hurricane Laura, 2020



Miami-Dade County, FL  
Hurricane Katrina, 2005



Miami-Dade County, FL  
Hurricane Irma, 2017



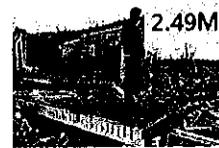
Collier County, FL  
Hurricane Irma, 2017



Gulfport, MS  
Hurricane Katrina, 2005



Bolivar Peninsula, TX  
Hurricane Ike, 2008



Harrison County, MS  
Hurricane Katrina, 2005



Harris County, TX  
Hurricane Ike, 2008



Miami-Dade County, FL  
Hurricane Wilma, 2005



Polk County, FL  
Hurricane Irma, 2017



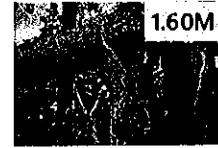
Hilton Head Island, SC  
Hurricane Matthew, 2016



Galveston, TX  
Hurricane Ike, 2008



Santa Rosa County, FL  
Hurricane Dennis, 2005



Beaufort County, SC  
Hurricane Matthew, 2016



Escambia County, FL  
Hurricane Dennis, 2005

**Unmatched Texas Comprehensive Disaster Recovery Experience**

Tetra Tech has assisted more clients in Texas with comprehensive disaster recovery programs, including debris management programs, than any other firm. With eight offices and hundreds of disaster recovery professionals throughout the State of Texas, we are able to respond quickly to our clients' needs. Over the years, **Tetra Tech has monitored the removal of over 33 million CYs of debris and more than 465,000 hangers, leaners, and stumps for over 100 clients across the State of Texas.**

**Exhibit D-4: Texas Disaster Recovery**

**2021-2022** .....

**Winter Storms | DR-4586**  
 City of Austin  
 City of Friendswood  
 Harris County

**COVID-19 Pandemic  
 DR-4486 & CRF**  
 City of Frisco

**2020** .....

**Hurricane Hanna | EM-3530**  
 City of Edinburg  
 City of Pharr  
 Hidalgo County  
 Nueces County

**COVID-19 Pandemic  
 DR-4485 & CRF**  
 Harris County  
 City of Houston

**Hurricane Laura | DR-4572**  
 Orange County

**2019** .....

**Tropical Storm Imelda | DR-4466**  
 Harris County  
 Jefferson County  
 Orange County

**2017** .....

**Hurricane Harvey | DR-4332**

City of Bellaire	City of Victoria
City of Corpus Christi	Town of Refugio
City of Houston	Aransas County
City of Dickinson	Brazoria County
City of Katy	Fort Bend County
City of Friendswood	Galveston County
City of Groves	Harris County
City of League City	Jefferson County
City of Nassau Bay	Liberty County
City of Nederland	Montgomery County
City of Pasadena	Nueces County
City of Pearland	Orange County
City of Port Aransas	Port of Corpus Christi Authority
City of Port Neches	Texas DOT
City of Rockport	Victoria County
City of Seabrook	
City of Sugar Land	

**2016** .....

**Severe Storms | DR-4269 & 4272**

Brazoria County	Montgomery Cty.
Harris County	Waller County
City of Houston	Austin County

**2015** .....

**Severe Storms | DR-4223 & 4245**

Blanco County	City of San Marcos
Calwell County	Hays County
City of Bellaire	Hidalgo County
City of Friendswood	Texas State University
City of Houston	Town of Wimberley
City of Martindale	

**2012** .....

**Drought & Wildfire | DR-4029**

Bastrop County	City of Houston
TxDOT	

**2011** .....

**Tropical Storm Alex | DR-1931**  
 Hidalgo County

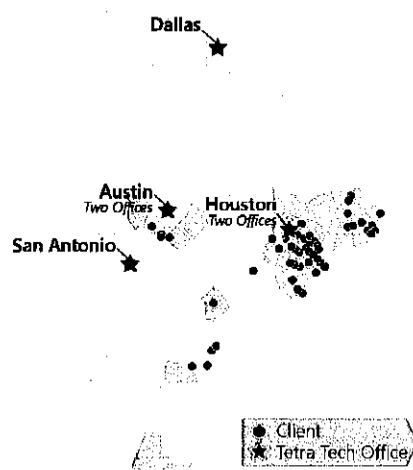
**2008** .....

**Hurricane Ike | DR-1791 | Total Clients: 77**

TXDOT	City of Alvin	City of Silsbee
City of Houston	City of Sugarland	City of Freeport
Harris County	City of Santa Fe	City of Groves
City of Galveston	City of La Marque	City of Webster
Galveston County	City of Seabrook	City of Kountze
City of Baytown	City of Kemah	City of Fulshear
City of Beaumont	City of Angleton	City of Kandleton
Montgomery County	City of Jamaica Beach	City of Magnolia
Chambers County	Lumberton County	City of Missouri City
Orange County	City of Bellaire	City of Montgomery
Fort Bend County	City of Nederland	City of Needville
City of Friendswood	City of Deer Park	City of Oak Ridge North
City of Pasadena	City of Bayou Vista	City of Orchard
City of Pearland	City of Clute	City of Richmond
Hardin County	City of Clear Lake	City of Rosenberg
City of League City	City of Port Neches	City of Sheroadoah
City of Dickinson	City of Marvel	City of Simonton
City of Texas City	City of Sour Lake	City of Woodbranch
Jefferson County	City of Brookside Village	

**Hurricane Dolly | DR-1780**

Hidalgo County	City of Indian Lake	City of Primera
Cameron County	City of La Villa	City of Progreso Lakes
City of Weslaco	City of Lajoya	City of Progreso
City of Alamo	City of Mercedes	City of Rancho Viejo
City of Alton	City of Mission	City of Rio Hondo
City of Bayview	City of Palm Valley	City of San Benito
City of Donna	City of Palmhurst	City of San Juan
City of Edcouch	City of Palmview	City of Santa Rosa
City of Eisa	City of Penitas	City of South Padre Island
City of Granjeno	City of Pharr	City of Sullivan City
Jefferson County		
<b>Hurricane Rita   DR-1606</b>	Montgomery County	



## Spotlight On: Our Long-Term Partnership with Jefferson County

We are proud of the relationships we have built with Jefferson County over more than 15 years, and are committed to maintaining a strong partnership throughout steady-state operations and times of disaster. Following each activation, our team has worked side-by-side Jefferson County staff for numerous FEMA audits of debris removal operations, which have all passed successfully. The Tetra Tech team is dedicated to the County's response and recovery operations and is prepared to mobilize in just hours upon notice. Additionally, Tetra Tech has been a part of several County-wide training exercises to discuss the latest changes in FEMA policy and debris operations. Our team has stood ready for severe weather threats to the County, such as the 2016 floods and Hurricanes Laura and Delta in 2020. **We have stood with the County before, during, and after disasters before, and we are grateful for the opportunity to continue our partnership.**

### Jefferson County Activations by the Numbers

#### Tropical Storm Imelda

**57K+** CYs of Debris Monitored

**25** Local Hires

#### Hurricane Harvey

**149K+** CYs of Debris Monitored

**117** Local Hires



#### Hurricane Ike

**206K+** CYs of Debris Monitored

**7.5K+** Hazardous Trees Removed

# What do our clients say?

## Efficiency and Agility

"Tetra Tech's experienced project management and efficient working relationship with the City's hauler firm made it possible to accommodate the fluctuating needs for staffing and resources. As such, the City of Alexandria was one of the first municipalities of its size to complete debris removal operations following Hurricane Laura. Based on Tetra Tech's efficiency and agility, they have my recommendation for disaster debris services."

-Darren Green, City of Alexandria, Louisiana

## Extraordinary Service

"Tetra Tech immediately responded to the Parish... During the five-month project, we had visibility into the project's progress thanks to the Geoportal provided by your data team. Tetra Tech's service was extraordinary, and I highly recommend your services to any community in need of disaster response and recovery assistance following a natural disaster."

-Jacob Dillehay, Allen Parish Police Jury, Louisiana

## Speed, Accuracy, and Transparency

"We are very thankful for the transparency into project operations and the speed and accuracy of the progress reports provided to help the Parish maintain abreast of the project's progress. Tetra Tech's real-time reporting and geoportal capabilities were integral in keeping us informed. Tetra Tech staff were attentive and responsive to our inquiries and displayed a high-level of professionalism. Throughout the project, it was evident that your team had the experience and expertise needed to successfully complete our debris management program and assist with FEMA reimbursement."

-Huey Bryan Borill, Acadia Parish Police Jury, Louisiana

## Professionalism Matched by None

"Tetra Tech was quickly onsite and ready to move into action with a professionalism matched by none. Tetra Tech's management team worked hand in hand with our contractors, county crews and county staff to ensure that all FEMA compliance requirements were held to exemplary status; paying special attention to details, and the unique needs of our county and our citizens. Your entire team demonstrated outstanding skills for disaster recovery management, and I will attest to their superior management skills and team work. Tetra Tech's diligence, initiative, and assertiveness with all contractors, FEMA, and our own staff contributed to the success of our hazardous tree removal program."

-Clara Beckett, Bastrop County, Texas

## Untiring Efforts and Expertise

"The initial contact and support provided by your entire team was outstanding... Immediately upon their arrival, they integrated with our County task force, which was comprised of Emergency Manager and Public Works Division personnel, and constantly provided essential guidance. The support you provided in terms of FEMA requirement interpretation, and overall project management was always reassuring to our task force. Most importantly, the Tetra Tech team worked extremely well with our debris collection contractor - CERES, and our FEMA mission assigned USACE representatives... The Tetra Tech teams' untiring efforts and expertise are most likely one of the reasons the county successfully completed the 45 day emergency debris removal operation - on time and in budget."

-John Agan, Hamilton County, Tennessee

## Debris Monitoring Experience Over the Past 5 Years

Exhibit D-4 provides an abbreviated experience matrix for projects conducted over the past 5 years. Tetra Tech can provide specific references and additional information upon request.

Exhibit D-5: Experience Matrix (2017–Present)

Year	Disaster	Representative Client(s) *Work In Progress	Size (CYs)								
				Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stamp Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2021	<b>Dixie Fire</b> Clients Served: 1	<b>CalRecycle (State Contract)*</b> Alan Zamboanga, (916) 341-6450	Ongoing	■	■	■	■	■	■	■	■
		<b>City of Central, LA</b>	62,878	■	■	■	■	■	■	■	■
	<b>Hurricane Ida</b> Clients Served: 1	<b>Iberville Parish, LA</b> Randall Dunn, (225) 776-1109, dunn@ibervilleparish.com	10,846	■	■	■	■	■	■	■	■
		<b>Tangipahoa Parish, LA*</b>	2,930,005	■	■	■	■	■	■	■	■
			(ongoing)								
	<b>Surfside Condo Collapse</b> Clients Served: 1	<b>Miami-Dade County, FL</b> Michael Fernandez, (786) 473-7314, michael.fernandez@miamidadade.gov	10,264 (tons)	■	■	■	■	■	■	■	■
	<b>Tennessee Severe Storms and Floods</b> Clients Served: 1	<b>Metro Nashville and Davidson County, TN</b> Phillips Jones, (615) 533-2377, philip.jones@nashville.gov	804 (tons)	■	■	■	■	■	■	■	■
2020	<b>Alabama Tornado</b> Clients Served: 3	<b>Calhoun County, AL</b>	228,268	■	■	■	■	■	■	■	■
	<b>Winter Storms</b> Clients Served: 1	<b>Virginia Department of Transportation</b> Stephen Fritton (804) 609-5399, stephen.fritton@vdot.virginia.gov	471,000	■	■	■	■	■	■	■	■
	<b>California Wildfire</b> Clients Served: 1	<b>CalRecycle Northern Branch*</b>	488,993 (tons)	■	■	■	■	■	■	■	■
		<b>Audubon Society of LA</b> Cecilie Halliwill, (504) 212-5325 challiwill@auduboninstitute.org	19,408	■	■	■	■	■	■	■	■
		<b>City of Diamondhead, MS</b> Mike Reso (228) 222-4626 Ext. 1802   mreso@diamondhead.ms.gov	200,556	■	■	■	■	■	■	■	■
		<b>City of Gulfport, MS</b> Wayne Miller (288) 868-5740   wmliller@gulfport-ms.gov	483,147	■	■	■	■	■	■	■	■
		<b>City of Waveland, MS</b> Mickey Lagasse (228) 467-4143   mlagasse@waveland-ms.gov	216,681	■	■	■	■	■	■	■	■
		<b>City of Slidell, LA</b> Blaine Clancy (985) 646-4270   bclancy@cityofslidell.org	340 hangers/hazardous trees	■	■	■	■	■	■	■	■
		<b>Dallas County, AL</b> Heath Sexton (334) 375-1587   hsexton@dallscounty_al.org	222,732	■	■	■	■	■	■	■	■
		<b>Hancock County, MS</b> Scotty Adam (228) 467-0172   Scotty.Adam@co.hancock.ms.us	64,520	■	■	■	■	■	■	■	■
		<b>City of Youngsville, LA</b> Sally Angers (337) 857-6925   SallyAngers@youngsvilleLA.gov	7,646	■	■	■	■	■	■	■	■
		<b>Hurricane Delta</b> Clients Served: 3	<b>St. Martin Parish, LA</b> Heath Babineaux (337) 394-4798   Hbabineaux@stmartinparish.net	30,600	■	■	■	■	■	■	■
		<b>Hurricane Sally</b> Clients Served: 4	<b>Baldwin County, AL</b> Terri Graham (251) 331-4158   TGraham@baldwincountyal.gov	4,425,281	■	■	■	■	■	■	■
		<b>City of Pensacola, FL</b> John Pittman	574,579	■	■	■	■	■	■	■	

(850) 435-1894 | Jpittman@cityofpensacola.com

**Okaloosa County, FL**

Jim Reece  
(850) 978-1063 | jreece@co.okaloosa.fl.us

**Acadia Parish, LA**

Chance Henry  
(337) 824-7720 | electchancehenry@gmail.com

**Calcasieu Parish, LA**

Theresa Champeaux  
(337) 540-8094 | tchampeaux@calcasieuparish.gov

**City of Lake Charles, LA**

Jeff Jones  
(337) 540-1707 | jjones@cityoflc.us

**City of Sulphur, LA**

Stacy Dowden  
(337) 764-8044 | sdowden@sulphur.org

**Jefferson Davis Parish, LA**

Renee Hicks  
(337) 824-4792 | renee@jdppj.net

**Orange County, TX**

Leon George  
(409) 238-9169 | lgeorge@co.orange.tx.us

**Town of Holden Beach, NC**

Heather Finnell  
(910) 842-6488 | heather@hbtownhall.com

**Town of Ocean Isle Beach, NC**

Justin Whiteside  
(910) 579-3469 | justin@oibgov.com

**Town of Oak Island, NC**

Rose Braam  
(910) 201-8015 | rbraam@ci.oak-island.nc.us

**Hidalgo County, TX**

Mr. Judge "J.D." Salinas  
(956) 318-2600 | jd.salinas@gsa.gov

**Barnwell County, SC**

Mr. Roger Riley  
(803) 541-2013 | riley@barnwellsc.com

**City of Chattanooga, TN**

Elizabeth Goss  
(229) 894-4591 | egoss@chattanooga.gov

**Hamilton County, TN**

John Agan  
(423) 315-3840 | johna@HamiltonTN.gov

**Metro Nashville and Davidson County, TN**

Phillips Jones  
(615) 533-2377 | phillip.jones@nashville.gov

**Harris County, TX**

Ms. Danielle Cioce, MS  
(551) 427-6581 | danielle.cioce@hcpid.org

**Jefferson County, TX**

Patrick Swain  
(409) 835-8500 | pswain@co.jefferson.tx.us

**Colleton County, SC**

Carla W. Harvey, PE  
(843) 782.3104 | Cell - (843) 909-4653  
charvey@colletoncounty.org

**Dorchester County, SC**

Mr. Mario Formisano  
(843) 832-0341 | MFormisano@dorchestercounty.net

**City of Ruston, LA**

John Freeman  
(318) 245-2398 | jfreeman@ruston.org

**Hurricane Laura**  
Clients Served: 17

**Hurricane Isaias**  
Clients Served: 6

**Hurricane Hanna**  
Total CYs: 327,035  
Clients Served: 4  
**South Carolina**

**Severe Storms and Tornadoes**  
Total CYs: 783  
Clients Served: 1

**Tennessee Severe Storms and Tornadoes**  
Total CYs: 1,039,455  
Clients Served: 3

**Tropical Storm Imelda**  
Total CYs: 73,336  
Clients Served: 3

**Hurricane Dorian**  
Total CYs: 63,719  
Clients Served: 5

**Louisiana Severe Storms and Tornadoes**  
Total CYs: 30,516  
Clients Served: 5

30,794	■	■	■	■	■
98,595	■	■	■	■	■
6,950,234	■	■	■	■	■
4,314,878	■	■	■	■	■
838,412	■	■	■	■	■
140,874	■	■	■	■	■
723,064	■	■	■	■	■
2,150	■	■	■	■	■
6,966	■	■	■	■	■
62,394	■	■	■	■	■
187,135	■	■	■	■	■
783	■	■	■	■	■
322,200	■	■	■	■	■
408,305	■	■	■	■	■
308,949	■	■	■	■	■
15,907	■	■	■	■	■
57,429	■	■	■	■	■
4,272	■	■	■	■	■
31,294	■	■	■	■	■
30,516	■	■	■	■	■

2019

Year	Event	Total CYs	Total Tons	Clients Served	Client Name	Contact	Value	Col 1	Col 2	Col 3	Col 4	Col 5	
2018	Alabama Severe Storms and Tornadoes	176,780	7,262	1	Lee County, AL	Patrick Harvill (334) 737-7011   Pharvill@leeco.us	176,780 (and 7,262 Tons)	■	■	■	■	■	
					Lynn Haven, City of, FL	Vickie Gainer (850) 265-2121 ext 112   vgalner@cityoflynnhaven.com	1,280,400	■	■	■	■	■	
	Hurricane Michael	10,618,496	13	Callaway, City of, FL	Ed Cook (850) 215-6691   Citymanager@cityofcallaway.com	1,468,100	■	■	■	■	■	■	
				Parker, City of, FL	Rich Musgrave (850) 871-4104   rchmusgrave@cityofparker.com	548,800	■	■	■	■	■		
				Wakulla County, FL	Brandy Raye King (850) 745-7711   bking@rnywakulla.com	38,085	■	■	■	■	■		
				Franklin County, FL	Pamela Brownell (850) 653-8977, ext. 10   Em3frank@fairpoint.net	126,087	■	■	■	■	■		
				Albany County, GA	Phil Roberson (229) 357-0667   PRoberson@dougherty.ga.us	363,000	■	■	■	■	■		
				Dougherty County, GA	Michael McCoy (229) 431-2193   MMCoy@dougherty.ga.us	207,000	■	■	■	■	■		
				New Bern, City of, NC	Matt Montanye (252) 646-3984   MontanyeM@newbern-nc.org	155,400	■	■	■	■	■		
				Craven County, NC	Steven Aster (252) 658-7179   saster@cravencountync.gov	59,800	■	■	■	■	■		
Hurricane Florence	1,365,327	15	Lenoir County, NC	Samuel Kornegay (252) 361-1788   skornegay@co.lenoir.nc.us	34,662	■	■	■	■	■	■		
			Fayetteville, City of, NC	Jackie Tuckey (910) 433-1854 jtuckey@ci.fay.nc.us	134,282	■	■	■	■	■			
			Brookfield, CT	Ralph Tedesco (203) 775-7318 rtedesco@brookfieldct.gov	175,442	■	■	■	■	■			
			California Wildfires (2017-18)	2,278,740	4 (6 Wildfires)	CalRecycle, CA	Alan Zamboanga (916) 341-6450   alan.zamboanga@calrecycle.ca.gov	2,278,740 Tons	■	■	■	■	■
						Miami-Dade County, FL	Michael Fernandez (786) 473-7314   michael.fernandez@miamidade.gov	3,558,943	■	■	■	■	■
2017	Hurricane Irma	20,113,657	67	Polk County, FL	Jay M. Jarvis, P.E. (863) 581-0163   JayJarvis@polk-county.net	2,244,330	■	■	■	■	■		
				Collier County, FL	Dan Rodriguez (239) 252-2504   danrodriguez@colliergov.net	4,004,300	■	■	■	■	■		
				Miami, City of, FL	Marlo Nunez (786) 479-4097   MFNunez@miamigov.com	540,053	■	■	■	■	■		
				Seminole County, FL	Jeff Waters (407) 665-2253   jwaters02@seminolecountyfl.gov	824,534	■	■	■	■	■		
				Lake County, FL	Mary Hamilton (352) 253-6006   mhamilton@lakecountyfl.gov	355,000	■	■	■	■	■		
				Brevard County, FL	Euripides Rodriguez (321) 633-2042   Euripides.rodriguez@brevardfl.gov	653,953	■	■	■	■	■		
				Pinellas County, FL	Sean Tipton	380,000	■	■	■	■	■		

<p><b>Hurricane Harvey</b> Total CYs: <b>5,445,225</b> Clients Served: <b>31</b></p> <p><b>Georgia Tornadoes</b> Total CYs: <b>920,000</b> Clients Served: <b>2</b></p>	(727) 464-8809   stipton@co.pinellas.fl.us <b>Holly Hill, City of, FL</b> Antoine Khoury (386) 248-9493   akhoury@hollyhillfl.org	46,876 ■ ■ ■ ■ ■
	<b>South Daytona, City of, FL</b> Les Gillis, P.E. (386) 322-3080   lgillis@southdaytona.org	27,908 ■ ■ ■ ■ ■
	<b>Corpus Christi, City of, TX</b> Gabriel Maldonado (361) 826-3165   gabrielm@cctexas.com	536,074 ■ ■ ■ ■ ■
	<b>Dickinson, City of, TX</b> Connie Nicholson (281) 337-2489 ext. 224   cniicholson@ci.dickinson.tx.us	182,354 ■ ■ ■ ■ ■
	<b>Fort Bend County, TX</b> Marc Grant (832) 473-2730   grantmar@co.fort-bend.tx.us	338,277 ■ ■ ■ ■ ■
	<b>Friendswood, City of, TX</b> Brian Mansfield (281) 996-3335   bmansfield@ci.friendswood.tx.us	135,957 ■ ■ ■ ■ ■
	<b>Harris County, TX</b> Danielle Cioce (551) 427-6581   danielle.cioce@hccpid.org	1,129,652 ■ ■ ■ ■ ■
	<b>Houston, City of, TX</b> Joanne Song Yu (832) 393-0484   Joanne.Song@houstontx.gov	2,500,000 ■ ■ ■ ■ ■
	<b>Humble, City of, TX</b> James Nykaza (281) 853-7832   jnykaza@cityofhumble.net	22,737 ■ ■ ■ ■ ■
	<b>Katy, City of, TX</b> Jason Rivera (281) 391-4796   jrivera@cityofkaty.com	24,000 ■ ■ ■ ■ ■
	<b>League City, City of, TX</b> Ogden "Bo" Bass, AICP (281) 554-1007   bo.bass@leaguecitytx.gov	116,461 ■ ■ ■ ■ ■
	<b>Montgomery County, TX</b> Darren Hess (936) 523-3910   Darren.Hess@mctx.org	119,572 ■ ■ ■ ■ ■
	<b>Nassau Bay, City of, TX</b> Jamie L. Galloway (281) 336-6298   jamie.galloway@nassaubay.com	6,323 ■ ■ ■ ■ ■
	<b>Pasadena, City of, TX</b> Robin S. Green, Jr., P.E. (713) 475-7836   rgreen@pasadenatx.gov	30,164 ■ ■ ■ ■ ■
	<b>Seabrook, City of, TX</b> Kevin Padgett (281) 291-5656   kpadgett@seabrooktx.gov	1,592 ■ ■ ■ ■ ■
	<b>Albany County, GA</b> Phil Roberson (229) 357-0667   PRoberson@dougherty.ga.us	380,000 ■ ■ ■ ■ ■
	<b>Dougherty County, GA</b> Michael McCoy (229) 431-2193   MMcCoy@dougherty.ga.us	540,000 ■ ■ ■ ■ ■

## Broad Experience Maximizing Federal Grant Programs

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$8 billion in reimbursed costs**. Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant

- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through the FEMA PA Program. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement. Tetra Tech is able to maximize FEMA PA disaster debris reimbursement funding for the County based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. We incorporate changes or updates to the FEMA PA Program and Policy Guide (PAPPG) into our procedures for field documentation and data management as they occur.
- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process.**

**Exhibit D-6: Overview of Federal Grant Funding Experience**

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2021	Iowa, State of	CV19	CCS	227,500,000														
2021	Texas, State of	CV19	ERAP	1,308,000,000														
2021	Richland County SC	CV19	ERAP	12,500,000														
2021	Broward County, FL	CV19	ERAP	58,965,000														
2021	Charleston County, SC	CV19	ERAP	22,200,000														
2021	Pinellas County, FL	CV19	ERAP	21,400,000														
2021	St. Petersburg, FL	CV19	ERAP	8,000,000														
2021	Leon County, FL	CV19	ERAP	19,600,000														
2021	Mobile County, AL	CV19	ERAP	12,300,000														
2021	Winston-Salem/Forsyth City, NC	CV19	ERAP	11,500,000														

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2021	Greenville County, SC	CV19	ERAP	15,800,000														
2021	Orlando, FL	CV19	ERAP	8,600,000														
2021	Lexington County, SC	DR-4241	CDBG-MIT	15,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Monroe County, FL	DR-4337	CDBG-DR	15,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Walton County, FL	CV19	COVID PA	131,470	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Frisco, TX	DR 4586	FEMA PA	700,000							■	■	■	■	■	■	■	■
2021	Frisco, TX	CV19	FEMA PA	500,000							■	■	■	■	■	■	■	■
2021	Frisco, TX	CV19	CRF	3,700,000						■	■	■	■	■	■	■	■	■
2021	Harris County, TX	DR 4586	PA	12,300,000	■						■	■				■	■	
2021	Philadelphia, PA	DR 4618	PA	30,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Ft. Myers, FL	DR 4486	PA, CRF	2,748,000							■	■	■	■				
2020	Hamilton County, TN	DR-4514 CV19	FEMA PA	1,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Commonwealth of Massachusetts	DR 4496	FEMA PA	200,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Harris County, TX	DR 4855	FEMA PA	200,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Houston, TX	DR 4855	FEMA PA	10,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Miami, FL	DR-4337	Appeals	17,000,000														■
2020	Houston, TX	CV19	CRF	404,000,000							■							
2020	Philadelphia, PA	CV19	CRF	276,400,000							■							
2020	Palm Beach County, FL	CV19	CRF	261,000,000							■							
2020	Brevard County, FL	CV19	CRF	105,000,000							■							
2020	U.S. Virgin Islands Housing	DR 4335-VI DR 4340-VI	CDBG-MIT	2,000,000,000						■	■							
2020	LA GOHSEP Vernon-Parish	DR 4559	PA	13,000,000							■	■						
2020	LA GOHSEP Lafayette Delta	DR 4570	PA	14,488,000							■							
2020	LA GOHSEP Abbeville Laura	DR 4559	PA	376,000							■	■						
2020	LA GOHSEP Lafayette Laura	DR 4559	PA	3,757,000							■							
2020	LA GOHSEP Abbeville Delta	DR 4570	PA	222,000							■	■						
2020	Houston, TX	DR 4586	PA	10,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Long Beach, CA	DR 4482	PA, CRF	150,753,000							■	■	■	■	■	■	■	■
2020	Iowa Dept of Human Services	DR 4482	CRF	7,800,000							■	■	■					
2020	LA GOHSEP SAL	DR 4570, DR 4559	PA	312,600,000							■							
2020	LA GOHSEP COVID19 TO 8.2	DR 4484	PA	87,048,000							■							
2020	CR-Mass COVID-19 WO3/05	DR 4496	PA	75,000,000			■	■		■	■	■	■	■				
2020	State of Connecticut	DR 4500	PA	450,000,000						■	■	■	■	■	■	■	■	■
2020	Philadelphia, PA	DR 4506	PA, CRF, HMGP	375,000,000						■	■	■	■	■	■	■	■	■
2020	Dunedin, FL	DR 4486	PA	38,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Harris County, TX	DR 4485	PA, CRF	200,000,000 426,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Houston, TX		CRF	404,000,000										■				■
2020	Houston, TX	DR 4332	PA	575,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2019	Harris County, TX	DR 4332	CDBG	1,200,000,000														
2019	Missouri, State of	DR 4451	PA	2,947,200														
2019	Missouri, State of	DR 4435	PA	5,664,229														
2019	Commonwealth of Puerto Rico	DR 4339	PA, HMGP	60,000,000,000														
2019	Barnwell County, SC	DR 4479	HMGP	4,800,000														
2018	State of Florida DEO	DR 4337	CDBG-DR	616,000,000														
2018	Callaway, FL	DR 4399	PA	50,000,000														
2018	Lynn Haven, FL	DR 4399	PA	50,000,000														
2018	Dougherty County, GA	DR 4400	PA	10,000,000														
2018	Albany, GA	DR 4400	PA	10,000,000														
2018	Ventura County, CA	DR 4353	PA	100,000,000														
2018	Callaway, FL	DR 4399	PA	27,098,000														
2018	Lynn Haven, FL	DR 4399	PA	54,810,000														
2018	Albany, GA	DR 4400	PA	17,773,000														
2018	Anchorage, AK	DR 4413	PA	11,936,000														
2018	Lake County, CA	DR 5262	PA	21,531,000														
2018	Ventura County, CA	DR 4407	PA	76,755,681														
2018	Lake County, CA	DR 4399	PA	1,990,433,000														
2018	Walton County, TX		FMA	1,500,000														
2018	Houston, TX	DR 4485	PA	12,500,000														
2017	State of Louisiana OCD	DR 4277	CDBG-DR	1,600,000,000														
2017	Houston, TX	DR 4332	PA	2,400,000,000														
2017	South Daytona, FL	DR 4337	PA	6,000,000														
2017	Fort Bend County, TX	DR 4332	PA	50,000,000														
2017	Albany, GA	DR 4294 DR 4297	PA	14,000,000														
2017	Dougherty County, GA	DR 4297	PA	12,500,000														
2017	Port of Corpus Christi, TX	DR 4332	PA	10,000,000														
2017	Butte County, CA	DR 4407	PA	1,500,000,000														

### Disaster Recovery Program Management Services

Our team is a national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

#### Exhibit D-7: Disaster Recovery and Special Program Management Capabilities

Disaster Recovery Program Management	
Emergency road clearance	Final debris disposal at a landfill or other end use
Curbside debris collection	Conflict and damage resolution
Operation of citizen drop-off sites	Truck certification

Data management and invoice reconciliation  
Oversight of debris management sites

Right-of-entry administration

**Special Programs Management**

Animal carcass removal and disposal  
Asbestos abatement  
Beach remediation and restoration  
Construction and demolition debris removal  
Creosote piling removal  
Drainage and canal debris removal  
E-waste debris removal  
Hazardous waste debris removal  
Hazardous tree and stump removal

Marine and waterway debris removal  
Private property demolition and debris removal  
Nuisance abatement ordinance administration  
Saltwater killed tree removal  
Sediment dredging and removal  
Subsurface storm drain debris removal  
Vessel and vehicle recovery  
Wetland and parkland debris  
White goods and putrescent waste removal

**Private Property/Right-of-Entry Debris Removal**

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the Right-of-Entry (ROE) program with residents, and ensuring the program is properly documented. Included below is a representative sample of our PPDR projects.

**26 PRIVATE PROPERTY DEBRIS REMOVAL PROJECTS MANAGED**



Miami-Dade County, FL  
Bay County, Florida  
CalRecycle/CALOES Ventura County  
USACE – Napa County, CA  
USACE – Mendocino County, CA  
USACE – Lake County, CA  
USACE – Sonoma County, CA  
Dougherty County, GA  
Lake County, CA  
Hays County, TX  
Boulder County, CO  
Township of Middletown, NJ  
St. John the Baptist Parish, LA  
Bastrop County, TX  
Comanche Nation, OK  
City of Cedar Rapids, IA  
University of Iowa  
City of Galveston, TX  
Terrebonne Parish, LA  
Iberville Parish, LA  
City of New Orleans, LA  
City of Waveland, MS  
City of Naples, FL

Surfside Condo Collapse (2021)  
Hurricane Michael (2018)  
Wildfire (2018)  
Wildfire (2017)  
Wildfire (2017)  
Wildfire (2017)  
Wildfire (2017)  
Tornado (2017)  
Wildfires (2015)  
Flooding (2014)  
Flooding (2013)  
Hurricane Sandy (2012)  
Hurricane Isaac (2012)  
Wildfires (2011)  
Ice Storm (2009)  
Flooding (2008)  
Flooding (2008)  
Hurricane Ike (2008)  
Hurricanes Ike (2008)  
Hurricane Gustav (2008)  
Hurricane Katrina (2005)  
Hurricane Katrina (2005)  
Hurricane Wilma (2005)

**SCOPE TASKS**

- Application Administration**
- Data Management**
- Debris Removal Monitoring**
- Demolition Program Management**
- Historical/Environmental Review**
- Individual Property Debris Tracking**
- Property Close Out**
- Property Survey**
- Public Advertisement**
- Reduction/Disposal Monitoring**
- Scheduling**

Exhibit D-8: PPDR Experience

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
Miami-Dade County, FL	Surfside Condo Collapse (2021)					■						
Bay County, Florida	Hurricane Michael (2018)	■	■	■	■	■	■	■	■	■	■	■
CalRecycle/CALOES Ventura County	Wildfire (2018)	■	■	■	■	■	■	■	■	■	■	■
USACE – Napa County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Mendocino County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Lake County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Sonoma County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
Dougherty County, GA	Tornado (2017)											
Lake County, CA	Wildfires (2015)	■	■	■	■	■						
Hays County, TX	Flooding (2014)	■	■	■	■	■						
Boulder County, CO	Flooding (2013)	■	■	■	■	■						
Township of Middletown, NJ	Hurricane Sandy (2012)						■	■	■	■	■	■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■						
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■					■	■
Comanche Nation, OK	Ice Storm (2009)					■	■					
City of Cedar Rapids, IA	Flooding (2008)			■		■						
University of Iowa	Flooding (2008)			■		■						
City of Galveston, TX	Hurricane Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■	■	■	■	■	■	■	■	■	■
City of New Orleans, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
City of Waveland, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
City of Naples, FL	Hurricane Wilma (2005)					■			■	■	■	■

### Coastal Restoration

Critical to the recovery of any coastal community following a disaster is the remediation of its beaches. Tetra Tech scientists and engineers work in partnership to provide a balanced approach to coastal engineering projects. The living shoreline design approach helps our clients reduce erosion and restore habitat while creating more resilient coastlines ready to adapt to sea level rise and storm risks. We work in a variety of geographic areas across the eastern and western coastlines of the US and throughout the Caribbean. Tetra Tech is a leader in providing clear solutions for coastal restoration and protection within sustainable natural and socioeconomic frameworks. Our clients seek us out for our project planning, design, engineering, permitting, and construction oversight services expertise. We are adept at formulating the appropriate solution, tailored to the specific and unique characteristics of each project site.

**Following Hurricane Katrina and the Deep Water Horizon oil spill, millions of federal grant dollars were made available to the Louisiana and Mississippi Gulf Coast for post-event restoration projects.** Tetra Tech understands how important those funds are to an economy that is recovering from disasters. Tetra Tech is prepared to assist in evaluating damages, working with FEMA and Texas Commission on Environmental Quality to determine eligibility, and overseeing recovery efforts on the County's beaches. If tasked, Tetra Tech will employ proven displaced sand removal and beach remediation protocols to create a program in an effort to reopen the beaches as soon as possible and minimize the impact that a beach closure could have on the County's economy. Tetra Tech has assisted St. Johns County, FL; Escambia County (Pensacola Beach/Perdido Key), FL; and Harrison County, MS with coastal restoration services.

**Waterways Debris Removal**

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers [USACE] and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the County's legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

- **Waterway debris removal** efforts on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy; FDEP following Hurricanes Matthew and Irma; and the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma
- **Inland waterway debris removal** assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District with Following Hurricane Ike
- **Removal of derelict vessels and traps from waterways** for Monroe County, Florida (the Florida Keys) following Hurricanes Katrina, Gustav, Ike, and Wilma

**Vessel and Vehicle Recovery**

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. The County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the Texas Commission on Environmental Quality, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

**Tetra Tech has monitored vessel recovery for several clients, including:**

- **NJDEP** – Hurricane Sandy | 80 vessels
- **Escambia County, FL and Monroe County, FL (Florida Keys)** – Hurricane Wilma | 450 vessels
- **Beaufort County, SC** - Hurricane Matthew | 50+ vessels
- **FDEP** - Hurricanes Matthew, Michael, and Irma | 64 vessels
- **Miami-Dade County, FL** - Surfside Condo Collapse | 100 vehicles

**Leaning Trees, Hanging Limbs, and Stump Removal**

Tetra Tech offers expertise in reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience helping communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. **In 2020, our team monitored the removal and disposal of nearly 200,000 hazardous trees and hangers following consecutive Hurricanes Laura, Sally, Delta, and Zeta.**

**Exhibit D-9: Previous Leaner/Hanger/Stump Removal Programs**

<b>2,145,676</b>	<b>1,738,389</b>	<b>245,122</b>	<b>162,165</b>
Total	Hanging Limbs	Leaning Trees	Stumps

**Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of over 2 million leaning trees, hanging limbs, and stumps. Highlights include:**

<b>Event</b>	<b>Hanging Limbs</b>	<b>Leaning Trees</b>	<b>Stumps</b>
2015-Present CA Wildfires	3,777	13,292	-
2020 Hurricane Sally	43,692	5,888	56
2020 Hurricane Laura	120,198	13,160	30
2020 Hurricane Zeta	34,245	4,902	8
2018 Hurricane Michael	27,562	9,949	124
2018 Hurricane Florence	14,609	259	8
2017 Hurricane Irma	316,108	9,045	94,030
2016 Hurricane Matthew	183,214	12,769	2,529
2011 Winter Storm Alfred	84,135	12,355	-
2008 Hurricane Ike	364,860	29,489	1,152

### Hazardous Material Removal

Major disasters, particularly those that involve significant flooding, will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including but not limited to containers with paints, pesticides, household cleaners, oils/solvents, and fuels. Our team has broad experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. **Following Hurricane Ike, a storm surge covered almost all of Galveston Island, Texas. Our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.**

### Data Management

Tetra Tech minimizes client costs and maintains consistent visibility of debris project operations by implementing our streamlined processes and utilizing our *RecoveryTrac™* ADMS. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. **This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for hundreds of clients.** For more information on data management, please see **Section E: Proposer Personnel and Organization.**

### Experience Defending Client's Interests During an Audit

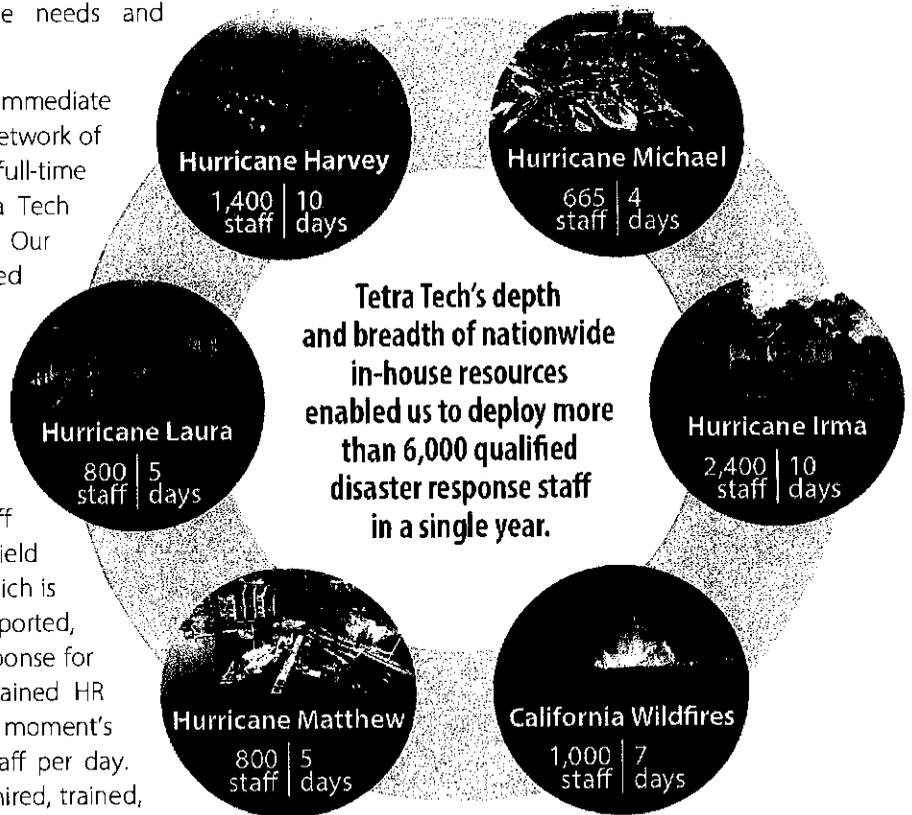
A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

### Ability to Respond

**Clients count on us to respond in their time of need, and we have never failed to deliver.** The Tetra Tech Team has a proven track record of meeting even the most challenging staffing level requirements. We can rapidly provide additional well-trained support in a cost-effective manner by accessing qualified staff. **Following Hurricane Harvey, Tetra Tech simultaneously deployed over 1,400 staff in the State of Texas.** Tetra Tech provided project management staff to each of its Texas clients, while still responding to Hurricanes Irma, Maria, and the California wildfires in other parts of the country. **At peak, Tetra Tech had a total of over 6,000 field staff deployed throughout the country. Our simultaneous response to several hurricanes is proof that we have the staff, resources, and expertise to respond to the County's post-disaster needs.** Tetra Tech stands ready to work with the County as a trusted partner who will respond immediately and provide high-quality services throughout the engagement. Our ability to respond rapidly is accelerated by utilizing the following:

- Incident Command System (ICS) Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- Ability to Hire Rapidly:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Recovery Unit, and local hires. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center, which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- Depth of Resources:** Tetra Tech maintains a fully stocked warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We also have dedicated logistics staff that manages resources and supplies and can have a fully functioning field office in a matter of days, and often several simultaneous offices at once. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.



### 3. Recent Project Samples

The projects presented on the following pages are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County. Per the County's request, we have included references on the County's reference form located in Section G.

## Harris County, Texas

### Disaster Debris Program Management

On the evening of September 12, 2008, Hurricane Ike made landfall in Texas leaving in its wake massive amounts of debris from high winds, inland flooding and storm surge. Our team assisted Harris County (County), Texas with the monitoring and cost reimbursement for over 2.5 million yards of debris from the public right-of-way in response to Hurricane Ike. The County, with a population of approximately 4 million residents, is one of the four largest counties in the United States and the largest to ever have been hit in recent times by a hurricane.

As part of the recovery effort, our team also assisted the County with the monitoring of the removal of over 60,000 dangerous limbs and leaning trees from the unincorporated areas of the County. In addition, our team managed 13 temporary debris sites as well as 7 public debris drop-off sites located throughout the unincorporated County. Our team also provided FEMA reimbursement assistance associated with all categories of FEMA financial grant assistance (Categories A-G) associated with the County Facilities and Property Maintenance Department of over 75 individual properties County-wide. Our firm also provided debris hauler contract management and contract amendment assistance - negotiating one of the most cost-effective debris hauling contracts in response to Hurricane Ike on behalf of the County.

In August of 2017 when Harris County was impacted by Hurricane Harvey and its historic flooding, the County again reached out to Tetra Tech for assistance. Tetra Tech worked with the County to provide debris monitoring services, program management and reimbursement assistance in the removal of over 1,200,000 cubic yards of flood related debris. Tetra Tech also provided the County with support on implementation of FEMA directives on private property and commercial debris removal.

#### CLIENT

Harris County

#### LOCATION

Texas

#### DURATION

##### **Hurricane Harvey:**

August 2017 – Ongoing

##### **Hurricane Ike:**

September 2008 – March 2009

#### PROJECT SIZE

**Hurricane Harvey:** 1.2 million CYs

**Hurricane Ike:** 2.5 million CYs

#### REFERENCE

**Austin Appleton, PE, ENV SP**

**Manager, Disaster Recovery**

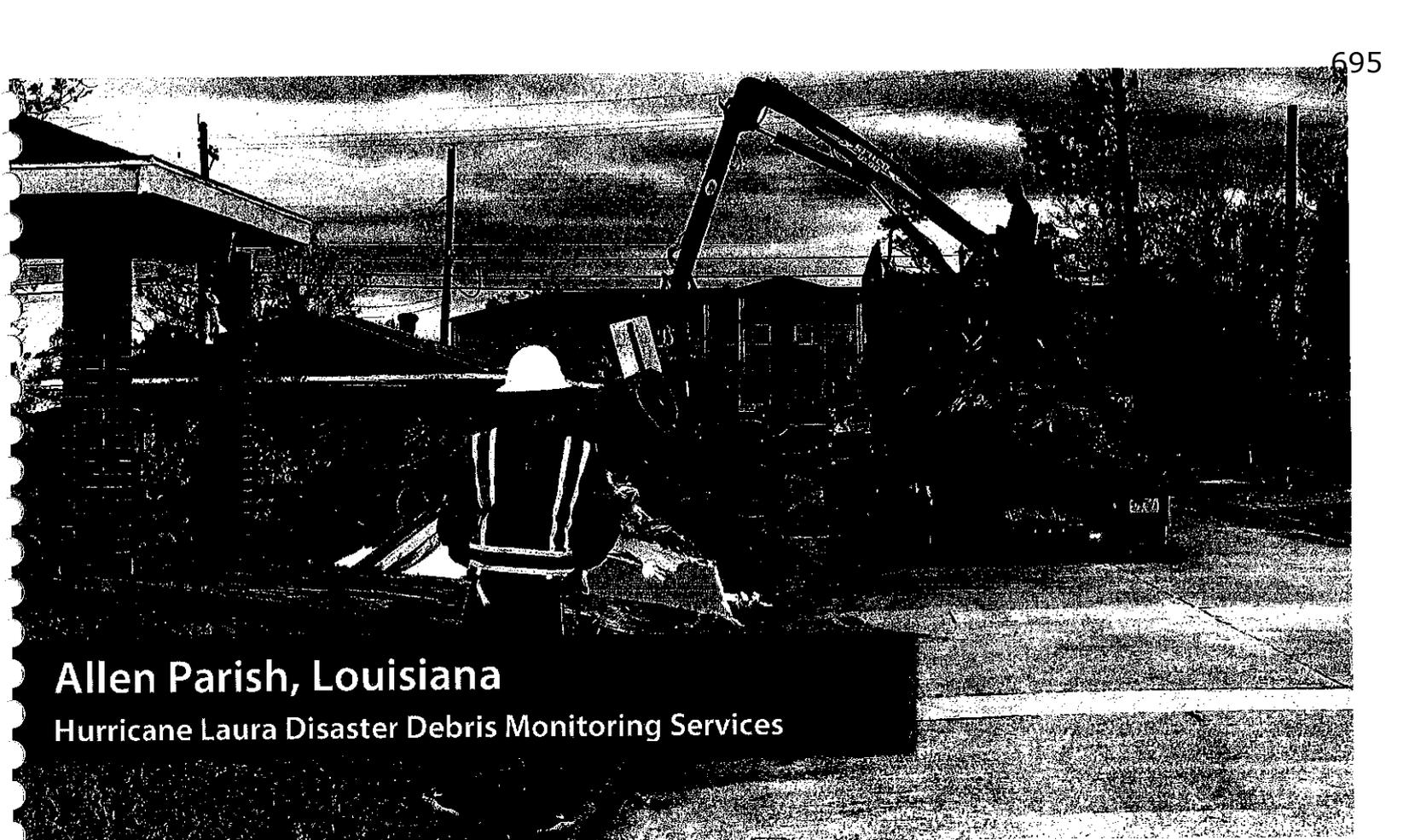
Office of the County Engineer

10555 Northwest Fwy

Houston, TX 77002

(713) 274-3611

[austin.appleton@eng.hctx.net](mailto:austin.appleton@eng.hctx.net)



## Allen Parish, Louisiana

### Hurricane Laura Disaster Debris Monitoring Services

Allen Parish is located in Central Louisiana and was in the direct path of Hurricane Laura when it made landfall in September 2020. Hurricane Laura was the most destructive hurricane to hit the U.S. in over 150 years. Allen Parish sustained significant damage as a result of the storm, damaging tens of thousands of trees and causing one fatality.

Tetra Tech immediately responded to Allen Parish, upon notice to proceed. Our project management team hired, trained, and onboarded 135 local debris monitors, and assisted with setting up four debris management sites across the Parish. Tetra Tech also monitored the construction and demolition debris that was disposed of at the Timberlane Landfill near Oakdale, LA.

Per the request of the Parish, Tetra Tech completed and distributed the Weekly Debris Management Reports for LDEQ. Additionally, Tetra Tech was tasked with keeping the administration apprised of the cost breakdown as the project progressed.

Tetra Tech utilized our proprietary software, *RecoveryTrac™* ADMS to document the removal of debris in accordance with FEMA guidelines. In total, our collective team monitored the removal of over 550,000 cubic yards of debris. In addition, Tetra Tech conducted a hazardous tree removal program, documenting the removal of over 2,340 trees and 21,557 hanging limbs.

#### CLIENT

Allen Parish

#### LOCATION

Louisiana

#### DURATION

September 2020 – January 2021

#### PROJECT SIZE

550,896 CYs

#### REFERENCE

**Jacob Dillehay, PE, Parish  
Administrator & Engineer**

Allen Parish Police Jury  
602 Court St Oberlin LA 70655  
Office (337) 639-4328  
Cell (337) 977-1006  
jdillehay@appj.us

## St. John the Baptist Parish, Louisiana

### Disaster Debris Monitoring

#### Hurricane Isaac

On August 28, 2012, the 7-year anniversary of Hurricane Katrina making landfall in Louisiana, St. John the Baptist Parish was more adversely affected by the prolonged wind and rain that accompanied Hurricane Isaac than any other parish in Louisiana.

As a result of the slow-moving category 1 storm, 59,000 homes were damaged statewide with some of the most severe damage in St. John the Baptist Parish (Parish). Floodwaters from Lake Pontchartrain surged underneath Interstate-10 and flooded the Parish's north and east sides, causing widespread road closures, which greatly limited access to the Parish. Nearly 95 percent of the Parish's power was lost and 7,000 damaged homes were left completely under water.

In the days prior to landfall, Tetra Tech's senior management team began mobilizing to the area and was in coordination with the Parish to establish an immediate response plan, identify reporting needs, and establish temporary debris storage and reduction sites (TDSRS). Within two hours of a notice to proceed, Tetra Tech had established office space within the Parish and begun recruiting, hiring, and training qualified monitors. Tetra Tech proudly kept our promise to the Parish administration and council members to only hire Parish residents during our activation. Within days, Tetra Tech hired and trained 103 previously unemployed, qualified residents to monitor debris removal activities.

Operationally, Tetra Tech worked with Parish officials and its debris hauler to establish protocols for right-of-way (ROW) and hazardous waste debris removal; identify, permit, and open TDSRS; schedule daily debris removal; and provide accurate daily reports. In addition, Tetra Tech worked closely with representatives from FEMA to develop a disaster-specific strategy to collect the overwhelming amounts of construction and demolition from private property that was a result of the storm. Finally, **Tetra Tech's successful use of our proprietary automated debris monitoring system (ADMS) allowed us to document the debris removal as accurately and cost effectively as possible.**

#### CLIENT

St. John the Baptist Parish

#### LOCATION

Louisiana

#### DURATION

**Hurricane Ida:**  
September 2021 – Present

**Hurricane Isaac:**  
September 2012 – July 2013

#### REFERENCES

Peter Montz  
Director of Purchasing  
1811 W. Airline Hwy,  
LaPlace LA 70068  
(985) 359-1037  
p.montz@stjohn-la.gov

### **Hurricane Ida**

Hurricane Ida was the second-most damaging hurricane to make landfall in Louisiana history. Since September of 2021, Tetra Tech has monitored the collection and disposal of over 1.2 million CYs of Hurricane Ida related storm debris, as well as, white goods, household hazardous waste, and electronic waste. At the peak Tetra Tech employed over 100 local residents to assist with debris monitoring operations. We monitored the removal of Trees, limbs, and stumps from the ROW that were a threat to public health and safety.

Tetra Tech is currently monitoring storm related debris removal from canals and ditches, which could cause severe flooding issues for the parish in the future. We will also be involved in private property debris removal efforts throughout the community. We will be handling intake centers, site assessments, and monitoring the storm related debris removal and demolitions of structures damaged or destroyed by Hurricane Ida.

## 4. Proposed Staff Information

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Texas-based projects, as well as Jefferson County projects**. As a result, our staff has an in-depth understanding of how disaster response and recovery works in the County and within the region.

### 4.1 Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Resumes for project management and advisory staff can be provided upon request.**



**Mr. Burgiel, President and Senior Advisor.** As president of Tetra Tech Disaster Recovery, Mr. Burgiel will provide executive-level oversight to **help our team meet the County's needs and expectations and serve as an executive sponsor to overcome challenges faced in operation**. Mr. Burgiel's disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has overseen operations for teams in communities in Puerto Rico (Hurricane Maria); Miami-Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.



**Mr. Ralph Natale** is the director of post-disaster programs for Tetra Tech. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in FEMA-PA Grant Program reimbursement policies and has administered nearly 70 projects in his 15-year career. Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Harvey, Matthew, Katrina, Ike and Sandy. Mr. Natale has led operations focused on managing and documenting the removal of over 46 million CYs of debris and over 1.3 million hazardous trees, the program management of over 9,600 demolitions, and over \$2.5 billion of reimbursed invoices.



**Mr. John Buri**, Senior Advisor for Disaster Grants Programs, will continue to provide subject matter expertise and guidance for the County as he has for several years. His unique knowledge and practical understanding of planning, reimbursement, and monitoring that will continue to greatly assist the County in future responses. His wealth of experience also includes extensive involvement in numerous emergency management and recovery missions in Texas since 2005. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients, representing over \$5 billion in disaster-related grants. He has responded to numerous large-scale activations in Texas and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with

each disaster recovery operation.



**Mr. Nick Russo** is an environmental services expert with over 20 years of experience in disaster recovery, environmental resources, and water management. He joined Tetra Tech in early 2022 after spending 19 years with the Harris County, TX Engineering Department. He has vast experience in coordinating environmental, sustainability, and regulatory programs at the local, state, and federal levels. Mr. Russo worked on numerous federally declared disasters including Hurricane Ike, the Tax Day Flood, Hurricane Harvey, Tropical Storm Imelda, and the COVID-19 Pandemic where he conducted damage assessments, debris removal, and program management in coordination with FEMA and other regulatory agencies.

## 4.2 Project Field Operations Team

Tetra Tech has identified a team of field staff to support the County. We have selected team members who have previous experience in similar operations. Brief summaries of each team member’s experience are provided below. **Resumes for project field operations staff have been provided in Section E – Proposer Personnel and Organization.**

Proposed Staff	Summary of Qualifications	Key Areas of Expertise
<b>Will Barton</b> Project Manager	Mr. Barton is a trained project manager for Tetra Tech who has served on various projects throughout the country, where he has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery.  Mr. Barton is also a trusted Information Security Advisor and Information Technology Executive, with 17+ years’ experience in both the enterprise and financial institution space.	<ul style="list-style-type: none"> <li>• Disaster Debris Management</li> <li>• Right-of-Way Debris Removal</li> <li>• FEMA Compliance Monitoring</li> <li>• Supervision of Field Operations</li> <li>• Risk Management</li> <li>• Regulatory Compliance</li> </ul>
<b>James Ward</b> Operations Manager	Mr. Ward is a Texas resident and experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. Over the past 11 years, he has supported disaster recovery projects across the nation, including the following Texas communities; Bastrop County, 2011 Wildfire; Harris County and the City of Houston, 2015 Severe Storms and Flooding; and Brazoria County, Hurricane Harvey. He has been responsible for implementing schedules for the contractor and providing client support for FEMA regulations and procedures.	<ul style="list-style-type: none"> <li>• Disaster Debris Management</li> <li>• Right-of-Way/Right-of-Entry Debris Removal</li> <li>• Private Property Programs</li> <li>• Leaner/Hanger Programs</li> <li>• FEMA Reimbursement</li> </ul>
<b>Brett Noto-Baker</b> Field Supervisor	Mr. Noto is an experienced field supervisor. He has served on major debris monitoring projects across the nation. He specializes in emergency response and hazardous waste removal operations. Mr. Noto supervises day-to-day project operations including conducting daily safety briefs, troubleshooting issues, inventory, operational machinery, inspection and certification of vehicles and oversized equipment, constant contact with client officials and project staff. He abides by FEMA, DOT and OSHA policies and	<ul style="list-style-type: none"> <li>• Right-of-Way Collection</li> <li>• Quality Assurance</li> <li>• Hazardous Waste</li> <li>• Vehicle Certification</li> <li>• Hurricane and Severe Weather Disaster Recovery</li> </ul>

- regulations. Mr. Noto also records necessary information for reports due to disaster relief recording and reporting to FEMA conflict resolution. Mr. Noto is typically responsible for more than 75 debris monitoring staff per project.
- Brandon Norwood**  
Field Supervisor
- Mr. Norwood is a Field Supervisor with 5 years of experience. He is a quality focused professional with a proven knowledge of data entry, operations management and operating policies and procedures.
- Data Entry
  - Operations Management
  - Standard Operations Procedures
- Benjamin Arredondo**  
Field Supervisor
- Mr. Arredondo is a highly motivated team leader who is eager to facilitate recovery efforts for disaster impacted communities. As someone who has been affected by a natural disaster, he treats each disaster he works on as if it were his own community and he understands the importance of expediting a safe and speedy recovery process. He has completed proficient training in FEMA Incident Command to help coordinate an informed and comprehensive recovery effort between monitoring staff, contractor needs and client expectations.
- Vehicle Certification
  - Hazardous Trees, Leaners, Hangers
  - Collection Operations
- Maria Champlain**  
Field Supervisor
- Ms. Champlain has 2 years of experience working as a Field Supervisor for Tetra Tech clients. She physically checks on monitors and their status in the field; making sure they have all personal protective equipment (PPE), as well as tools needed to complete their objective. She makes herself available to all monitors under her supervision via phone to provide support in any situation they feel they need more clarity. Ms. Champlain reminds monitors daily of safety precautions in the field as well as personal care, i.e. drinking water and eating properly. Lastly, she provides an "open door" policy for all monitors to come to her for assistance with issues that may impede the work environment.
- Automatic Debris Monitoring System (ADMS)
  - Hazardous Trees, Leaners, Hangers
  - Data Management
- Mark Malbrew**  
Field Supervisor
- Mr. Malbrew is a Field Supervisor with 2 years of experience. He has assisted with the dispatch of monitors to their respective crews, as well as trained monitors on debris eligibility and oversight of monitor and contractor interactions. Mr. Malbrew has also been responsible for issuing tickets for traffic control vehicle, flagging crews, and completing truck certifications.
- Sanitation & Decontamination
  - Right-of-Way Debris Collection
  - Private Property Debris
  - Eligibility Review
- Paris Atkinson**  
Data Manager
- Ms. Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for FEMA, invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the FHWA Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.
- FEMA Reimbursement and Audit Support
  - Reimbursement Policies and Procedures
  - RecoveryTrac™ ADMS
  - Data Management
  - Debris Monitoring Compliance
  - Invoice Reconciliation
  - Geospatial Analysis
- Ricardo Bosques**  
Data Manager
- Mr. Bosques is a regional data manager and ADMS technology specialist for Tetra Tech, where his understanding of FEMA eligibility and documentation
- Disaster Debris Management
  - Data Collection, Utilization, and Validation

requirements for PA debris removal programs have aided him in quality control and oversight of multiple projects. As a regional manager Mr. Bosques is responsible for the implementation of Tetra Tech's *RecoveryTrac™* ADMS technology as well as oversight and management of field data managers and invoice analysts. Mr. Bosques and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

**Kenya Bryant Long**  
Project Coordinator

Ms. Bryant Long is an experienced project coordinator with 5 years of experience. She is responsible for helping with day-to-day tasks to ensure the project runs smoothly. Ms. Bryant Long, helps to align projects with business goals, create work plans, manage day to day office duties, achieve milestones, as well as communicate and document any important information related to each task.

- Data Management
- Report designs
- Reimbursement Policies and Procedures
- Public Relations
- Invoice Reconciliation
- Payroll Administration
- Bookkeeping
- Invoicing
- Timecard Auditing
- Scheduling
- New Hire Onboarding

## 5. Financial Stability

**Tetra Tech is a stable company with annual operating revenue exceeding \$3 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients.**

Tetra Tech has nearly \$1 billion of liquidity available, allowing us to meet contractual obligations for disaster response operations regardless of funding flows or payment processing during large disasters. We have proven this in management of more than \$8 billion in federal funding across our more than 650 activations in response to 90 disasters. Our record of performance reflects a well-managed, growing, successful, and financially strong and stable company. In an era marked by significant economic upheaval, Tetra Tech has been able to sustain fiscal discipline, maintain a stable and diverse contract and client base, and provide high-quality, cost-effective services.

To date, we have not experienced any significant deterioration in our financial condition or liquidity due to the COVID-19 pandemic, and our credit facilities remain available. This includes a \$450 million line of credit with an option for an additional \$300 million, totaling \$750 million in borrowings at our disposal. At the end of June 2021, our current assets are \$1.1 billion, of which \$664 million are comprised of accounts receivable, net of reserves. Tetra Tech has \$234 million of available cash and cash equivalents as reported on our June 2021 Quarter 3 balance sheet. Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website.

**Tetra Tech currently boasts annual revenues of more than \$3 billion and employs 21,000 personnel in 450 offices worldwide.** Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website. With currently booked backlog of more than \$3.25 billion and a Dun & Bradstreet rating of 5A2, our success is attributed to a strong work ethic combined with exceptional project management and in-house expertise.

### 5.1 Logistics and Sustainment

Tetra Tech's internal structure includes a Logistics Section responsible for acquisition, management, and distribution of all resources required to support our operations. Our warehouse stores over 120 fully stocked bays of supplies capable of supporting over 50 simultaneous recovery operations for over 90 days, including supplies that may be necessary to support our staff in the field (for example, generators, lighting devices, tent structures, bottled water, nonperishable food, etc.). Our Logistics Section includes a support branch tasked with providing travel support to our team members deployed in the field. The Travel Support Branch is fully dedicated to identifying transportation and lodging for our team and is available to assist our team around the clock during the critical ramp-up period. Tetra Tech takes complete responsibility for identifying lodging/shelter, transportation, and food for our deployed staff even when critical utilities are impaired or unavailable.

**\$304 million**

Available cash as of February 2022

**\$749 million**

Borrowings at our disposal

**\$1 billion**

Total liquidity available

This allows us to meet contractual obligations, regardless of funding flows or payment processing during disaster activations.

## E. Proposer Personnel and Organization

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have **managed the removal of and reimbursement for over 160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects in excess of 1 million CYs of debris and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Tetra Tech's nearly **15-year partnership with Jefferson County** in responding to several disasters provides our team with an in-depth understanding of the challenges faced by the County.

Our record of success includes serving over 300 state and local government clients in response to over 90 presidential disaster declarations over the last decade. Our team has obtained **over \$8 billion in reimbursement funds** for our clients from federal agencies.

Tetra Tech is committed to providing the County an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year.

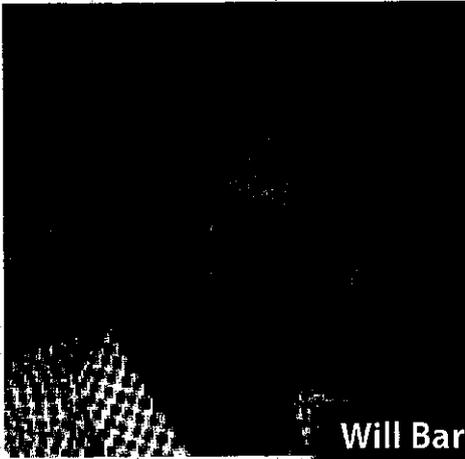
### 1. Commitment of Key Personnel

All our key personnel named within this proposal will be available to the County upon activation or as requested. Tetra Tech is 100% available and committed to meeting the County's needs.

### 2. Hourly Billing Rates of Key Personnel

Key Personnel, Role	Hourly Billing Rate
<b>Will Barton</b> , Project Manager	\$85.00
<b>James Ward</b> , Operations Manager	\$65.00
<b>Brett Noto</b> , Field Supervisor	\$45.00
<b>Brandon Norwood</b> , Field Supervisor	\$45.00
<b>Benjamin Arredondo</b> , Field Supervisor	\$45.00
<b>Maria Champlain</b> , Field Supervisor	\$45.00
<b>Mark Malbrew</b> , Field Supervisor	\$45.00
<b>Paris Atkinson</b> , Data Manager	\$55.00
<b>Ricardo Bosques</b> , Data Manager	\$55.00
<b>Kenya Bryant Long</b> , Project Coordinator (Data Entry Clerk/Clerical)	\$40.00

## Spotlight On: Project Manager Will Barton



**Will Barton**

Project Manager

While I hope Jefferson County is spared from disasters, should the need arise, I am confident that my experience responding to large-scale disasters for nearly two decades will be of great benefit. I have served in a senior management capacity for several of the country's most high-profile disasters, including Hurricane Irma. I look forward to building a strong and trusted relationship with the County.

The Tetra Tech team is led by Project Manager Will Barton. Will has served as project and operations manager with Tetra Tech for more than 8 disaster activations since 2017. Through his work at Tetra Tech, Mr. Barton has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery.

Will is prepared to engage with County officials and residents to understand their specific operational needs.

**Will's resume is provided at the end of this section.**

**6+**

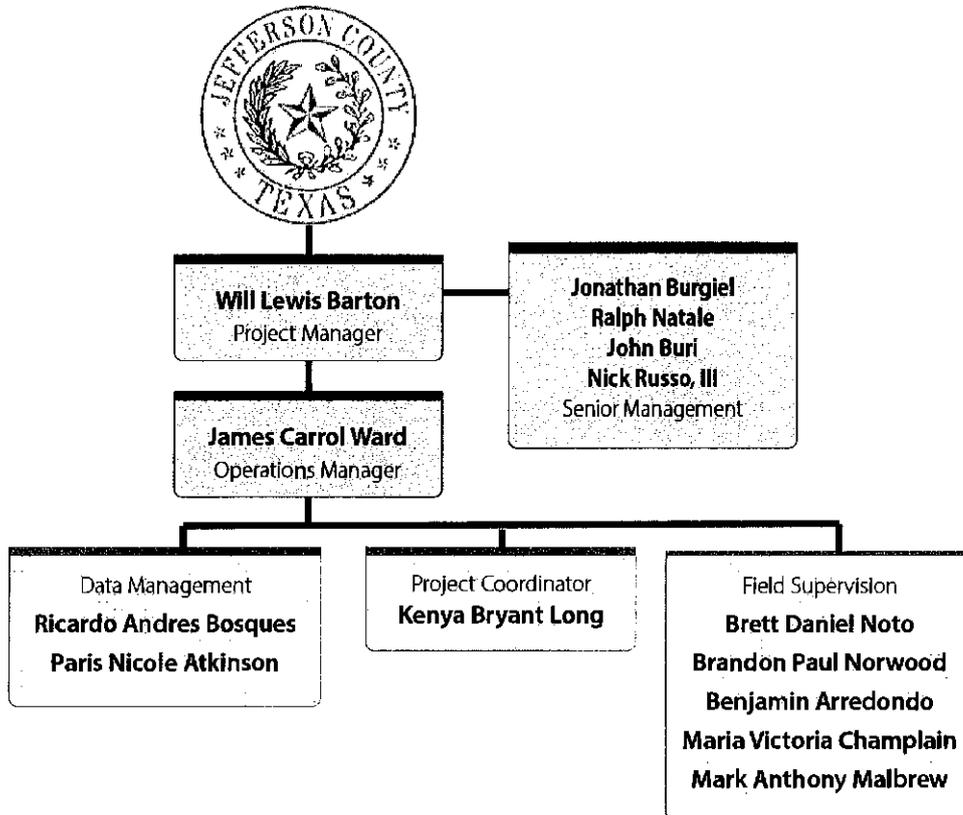
**Years of Experience**

**Dedicated to Jefferson County's Recovery**

- Experience supervising Tetra Tech operations in similar clients
- 8+ disaster activations, including activation for hurricanes, fires, and tornadoes
- Poised for rapid mobilization as resident of nearby Baton Rouge, LA

### 3. Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **Resúmenes of our key personnel have been included in this section.**



### Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management.** Some of these include:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program

- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- ICS 300: Intermediate ICS for Expanding Incidents

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. In addition, our environmental health and safety training program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment. Our field teams attend daily safety sessions with field employees to discuss potential hazards and review safe work practices.

## Staffing Numbers

Tetra Tech will comply with the County's staffing requirements and coordinate with the County and the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris removal contractor release the next day's schedule by 5 p.m. so that our project manager can dispatch the appropriate number of field monitors.

## Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

<b>9</b>	<b>38</b>	<b>42</b>	<b>55</b>	<b>35</b>
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires.

### Incident Command Structure

Tetra Tech's emergency management professionals, many of whom are certified ICS instructors, provide guidance to our disaster recovery staff on how to effectively organize and respond to disasters. Our debris project managers have spent many hours in emergency operations centers across the country and understand how ICS works at the local and state level. Our debris project managers know how to apply IC-100, 200, 700, and 800 training in the field.

We understand the value ICS has in organizing for disasters, so we strive to implement these principles into our business processes. Per ICS, during disaster response operations, our structure includes an incident commander and section chiefs for operations, logistics, action planning, and finance and administration. We establish twice daily calls using Microsoft Teams with the incident command team and section chiefs to establish our incident action plan, identify resources needs, and plan for any deficiencies. We have a dedicated health and safety officer who oversees the operation and coordinates with health and safety personnel at each project location.

## 4. Key Staff Resumes

Please see the following pages for resumes of the proposed key staff members outlined in Section D – Proposer Identifying Information.



# William "Will" Lewis Barton

## Proposed Role: Project Manager

**6+** YEARS OF EXPERIENCE

**10+** DISASTERS

### Areas of Expertise

Disaster Debris Management  
 Right-of-Way Debris Removal  
 FEMA Compliance Monitoring  
 Supervision of Field Operations  
 Risk Management  
 Regulatory Compliance

### Key Training/Certifications

OSHA 40-Hour HAZWOPER

ICS 100

ICS 200

### Education

Louisiana State University  
 B.S., Business Administration

### Employment History

Tetra Tech (August 2016 – Present)

InfoSight, Inc. (October 2015 – August 2016)

Skyhawk Group (December 2013 – December 2015)

Dexa Systems (March 2010 – December 2013)

Progressive Security Technologies (January 2002 – February 2010)

## EXPERIENCE SUMMARY

Mr. Barton is a trained project manager for Tetra Tech who has served on various projects throughout the country in recent years. Through his work at Tetra Tech, Mr. Barton has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery.

Mr. Barton is also a trusted Information Security Advisor and Information Technology Executive, with 17+ years' experience in both the enterprise and financial institution space. He has excellent team building skills, and knowledge of FFIEC and HIPPA regulations as they pertain to security compliance.

**Mr. Barton was chosen for this role with Jefferson County due to his extensive experience successfully managing projects of similar size and scope.**

## RELEVANT EXPERIENCE

### Regional Project Manager (August 2021- Present)

#### Various Clients | Hurricane Ida

Immediately following the impact of Hurricane Ida on the Louisiana Gulf Coast, Mr. Barton was deployed to oversee the successful initiation of multiple engagements in Eastern Louisiana. He coordinated staff training for multiple unique activations, liaised with Tetra Tech logistics to ensure the appropriate supply of assets and equipment were available and worked with Tetra Tech's health and safety managers to develop unique health and safety plans for each activation.

### Debris Group Supervisor (November 2020 – July 2021)

#### CalRecycle | Northern Branch Fire

Mr. Barton worked with CalRecycle to outline debris removal and property assessment in six counties including Butte, Siskiyou, Trinity, Shasta, Plumas, and Placer Counties. He managed property assessments, debris management site oversight, and coordinated with debris removal contractors. He provided project management for 150 personnel. The project included 1,700 properties.

### Regional Project Manager (October 2020 to November 2020)

#### Various Clients | Hurricane Delta

Immediately following the impact of Hurricane Delta, Mr. Barton deployed to oversee the successful initiation of multiple engagements. Mr. Barton managed all field operations including staff hiring, training and scheduling, truck certification, debris monitoring operations and public communication.

### Project Manager (April 2020 – July 2020)

#### City of Chattanooga, TN | Tornado

Mr. Barton worked with the City of Chattanooga and USACE in response to one of the largest tornado outbreaks in the state's history in a turn-key recovery effort. He coordinated with debris removal contractors, provided debris management oversight, and managed a large park debris removal program.

### Operations Section Chief (January 2019-March 2020)

#### CalRecycle | Camp Fire

The Camp Fire was the largest wildfire in California history. In his role, Mr. Barton served as a conduit between State agencies, Tetra Tech and Debris Removal Contractors. Mr. Barton oversaw the day-to-day activities of 150 employees and oversaw the management and documentation from the safe and eligible remediation of 3,500 fire damaged and destroyed properties.

#### **Field Project Manager (November 2018-December 2018)**

##### **Early County, Georgia | United States Army Corps of Engineers (USACE) | Hurricane Michael**

Mr. Barton assisted in the Early County, Georgia USACE mission to remove debris that was a result of Hurricane Michael. He was responsible for the field supervisor, dispatch, and quality assurance/quality control of field quality control monitors that documented debris removal efforts.

#### **Deputy Operations Section Chief (September 2018 - November 2018)**

##### **CalRecycle | Carr Fire**

Mr. Barton supported the oversight of debris removal from nearly 1,300 structures following the September 2018 Carr Fire in Shasta County, CA.

#### **Project Manager (May 2018 – September 2018)**

##### **Collier County, FL | Hurricane Irma**

Mr. Barton served as the project manager for a Collier County waterways debris removal program to address debris in waterways that was a result of Hurricane Irma.

#### **Lead Field Manager (November 2017 – February 2018)**

##### **Sonoma County, CA | NORCAL Fires**

In October of 2017, more than 250 wildfires erupted and burned throughout Northern California (NORCAL). Mr. Barton served as a Lead Field Manager for the northern region and was responsible for the management and implementation of *RecoveryTrac™* ADMS to document debris removal efforts. He worked closely with our southern region to oversee field operations.

#### **Regional Project Manager (August 2017 – November 2017)**

##### **Broward County | Hurricane Irma**

Eight contracts were activated throughout Broward County following Hurricane Irma. Debris removal operations spanned a region of over 1 million residents. Mr. Barton's primary responsibilities included overseeing 16 separate debris hauling contracts, proper segregation at disposal sites used by multiple municipalities, data and reporting integrity, staffing and training.

#### **Operations Manager (October 2016 – July 2017)**

##### **Hilton Head Island, South Carolina | Hurricane Matthew**

In October 2016, the Town took a serious blow as they eye of Hurricane Matthew passed 20 miles to the east. Hurricane Matthew's heavy rains caused power outages, flooding, and extensive damage making parts of the island inaccessible by vehicle. Among many tasks, Mr. Barton is responsible for verifying that monitors retain their training and will respond to issues as they arrive in the field, as well as the management of locally hired additional supervisors and field monitors, project timeline, and current tasking. **Mr. Barton oversaw the removal of over 2.1 million cubic yards of debris.**

#### **Task Force Leader (September 2016 – October 2016)**

##### **CalRecycle | Erskine Fire Remediation**

In 2015 and 2016, El Niño caused dry conditions resulting in above-normal wildfire danger in California. The Erskine fire was a wildfire that began on June 23, 2016 in the Lake Isabella area of Kern County. The Erskine fire was the second-most destructive fire of the California wildfire season that year, burning nearly 50,000 acres, and destroying over 100 buildings. Mr. Barton was responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation captured is compliant for reimbursement during debris removal operations.

#### **Data Manager (August 2016 – September 2016)**

##### **Ascension Parish, Louisiana | Severe Storms and Flooding**

In August 2016, prolonged rainfall in southern Louisiana resulted in catastrophic flooding that submerged thousands of houses and businesses. As data manager, Mr. Barton was responsible for reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. Mr. Barton was responsible for validating documentation and metrics being reported as accurate and on-schedule.



# James Carrol Ward

## Proposed Role: Operations Manager

**11** YEARS OF  
EXPERIENCE

**18** DISASTERS

### Areas of Expertise

- Disaster Debris Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

### Key Training/Certifications

40HR HAZWOPER Safety Course

### Employment History

Tetra Tech (2011 – Present)

Uvalde Consolidated Independent School District (1979 – 2011)

## EXPERIENCE SUMMARY

Mr. James Ward is a Texas resident and experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. Over the past 11 years, he has supported disaster recovery projects across the nation, including the following Texas communities; Bastrop County, 2011 Wildfire; Harris County and the City of Houston, 2015 Severe Storms and Flooding; and Brazoria County, Hurricane Harvey. He has been responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) regulations and procedures.

**Mr. Ward was chosen for this role with Jefferson County as he has managed operations on numerous similar projects.**

## RELEVANT EXPERIENCE

### Operations Manager (August 2021 – October 2021)

**St John the Baptist Parish, LA | Hurricane Ida**

Mr. Ward oversaw the day-to-day operations of Tetra Tech's response to St John the Baptist Parish following Hurricane Ida. **Tetra Tech monitored the removal of over 1 million CYs of debris from the Parish.**

### Area Leader Northern Branch (April 2021 – June 2021)

**CalRecycle | Northern Branch Complex Fires 2020**

Mr. Ward was the area leader for CalRecycle's Northern Branch Complex Fire response project which included hazardous tree assessment and hazardous tree removal. Mr. Ward oversaw a team of monitors and trained arborists monitoring the removal of hazardous trees in the right-of-way.

### Deputy Project Manager (February 2021 – April 2021)

**Virginia Department of Transportation | Winter Storms 2021**

Mr. Ward served the Virginia Department of Transportation following the Winter Storms of February 2021. The project involved operations across 13 communities.

### Operations Manager (January 2021 – February 2021)

**City of Lake Charles, LA | Hurricane Laura**

Mr. Ward served the City of Lake Charles following subsequent hurricanes Laura and Delta, which caused devastating damage to the City. Mr. Ward assisted with project initiation, identification of 5 local debris management sites, and the hiring and training of over 250 locally hired debris monitors.

### Operations manager (November 2020 – January 2021)

**City of Gulfport, MI | Hurricane Zeta**

Hurricane Zeta impacted the City of Gulfport, Mississippi in October 2020, causing nearly 500,000 cubic yards of disaster debris and more than 12,500 hangers and hazardous trees to be removed. Mr. Ward provided project support, oversaw day-to-day operations, and ensured quality control.

### Project Manager (October 2020 -November 2020)

**City of Slidell, Louisiana | Hurricane Zeta**

Mr. Ward served the City of Slidell, where he provided project oversight, coordination with debris haulers, and oversaw hiring and training of local field staff

**Operations manager (September 2020 – October 2020)**

**Allen Parish, Louisiana | Hurricane Laura**

Mr. Ward oversaw the day-to-day operations of Tetra Tech's response to Hurricane Laura in Allen Parish. Mr. Ward was responsible for training and scheduling staff (over 100 at peak), coordinating with the debris hauler to close-out collection zones and providing daily progress updates to Parish stakeholders. Mr. Ward's team has oversaw the collection of over 550,000 CYs of debris and the removal of nearly 14,000 hazardous trees and limbs

**Deputy Operations Section Chief/Branch Director (January 2019 – October 2019)**

**Camp Fire, CA | CalRecycle/CalOES**

Mr. Ward served as Deputy Operations Section Chief/Branch Director following the November 2019 Camp Fire. The project is projected to require the demolition and debris removal of nearly 12,000 structures.

**Branch Director (September 2018-December 2019)**

**CA Wildfires | Carr Fire FM-5259**

Mr. Ward currently serves as a Branch Director overseeing division supervisors in Shasta County, CA. The Carr fire resulted in nearly 1,300 parcels requiring debris removal.

**Operations Manager (November 2017 – March 2018)**

**Northern California (NORCAL) Wildfire Response | CA Willdfire**

Mr. Ward assisted with staffing and logistics field monitor dispatch, health and safety, reimbursement documentation, and field supervision as well as the implementation of RecoveryTrac™ Automated Debris Management System (ADMS) to document debris removal efforts.

**Project Manager (September 2017 – November 2017)**

**Brazoria County, Texas | Hurricane Harvey**

Mr. Ward oversaw coordination with debris removal contractors, field monitors, FEMA reimbursement documentation, and field monitor health and safety. Additionally, Mr. Ward managed a hazardous tree and hanger removal program and served as a consistent point of contact throughout the debris removal process, providing a bridge to long-term recovery. In total, Tetra Tech monitored the removal of 230,000 CYs of debris.

**Project Manager (October 2016–January 2017)**

**City of Port Orange, Florida | Hurricane Matthew**

Mr. Ward oversaw coordination with debris removal contractors, field monitors, FEMA reimbursement documentation, and field monitor health and safety. Additionally, Mr. Ward managed a hazardous tree and hanger removal program and served as a consistent point of contact throughout the debris removal process, providing a bridge to long-term recovery. In total, Tetra Tech monitored the removal of 428,000 CYs of debris and addressed 6,000 trees.

**Operations Manager (August 2016 – September 2016)**

**Ascension Parish, Louisiana | Severe Storms and Flooding Disaster**

Mr. Ward was deployed as an operations manager for Ascension Parish, Louisiana following severe storms and flooding that resulted in concentrated volumes of disaster debris in the Parish. Mr. Ward's responsibilities included field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

**Operations Manager (May 2016 – July 2016)**

**Harris County, Texas | Severe Storms and Flooding Disaster Debris**

Mr. Ward was deployed as an operations manager for the Harris County, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the County. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.



# Brett Daniel Noto-Baker

## Proposed Role: Field Supervisor

**5** YEARS OF  
EXPERIENCE

**11** DISASTERS

### Areas of Expertise

ROW Collection

Quality Assurance

Hazardous Waste

Vehicle Certification

Hurricane and Severe Weather  
Disaster Recovery

### Key Training/Certifications

HAZWOPER 40 & 8 hr refresher

NIMS 100c, 200c, 700, 800, 2200

In the process of obtaining OSHA  
500/501

### Education

Clear Creek High School, HS Diploma,  
2006

### Employment History

Tetra Tech (August 2017-- Present)

## EXPERIENCE SUMMARY

Mr. Noto is an experienced field supervisor. He has served on major debris monitoring projects across the nation. He specialized in emergency response and hazardous waste removal operations. Mr. Noto supervises day-to-day project operations including conducting daily safety briefs, troubleshooting issues, inventory, operational machinery, inspection and certification of vehicles and oversized equipment, constant contact with client officials and project staff. He abides all FEMA, DOT and OSHA policies and regulations. Mr. Noto also records necessary information for reports due to disaster relief recording and reporting to FEMA conflict resolution. Mr. Noto is typically responsible for more than 75 debris monitoring staff per project.

**Mr. Noto was chosen for this role with Jefferson County due to his experience providing field supervision services for a vast array of Tetra Tech clients whose projects are similar to the scope of work proposed by Jefferson County.**

## RELEVANT EXPERIENCE

### Field Supervisor (January 2022)

**VDOT, Richmond, VA | 2022 Winter Storms**

Mr. Noto supervised monitors and served as the lead contact for VDOT personnel and Contractors. He checked logs and data, trained staff, conducted daily safety briefs, performed truck certifications, monitored leaner/hanger disposal, oversaw ROW collections, and monitored disposal efforts.

### Task Force Leader (December 2021)

**CalRecycle | North Branch Fires**

Mr. Noto served as Task Force Leader to monitor Public Protection and Disaster Relief (PPDR) operations. This project included erosion control, tree removal, asbestos, vehicle abatement, and site evaluations.

### Field Supervisor (September 2021 – November 2021)

**Somerset County & Franklin Township, NJ | Hurricane Ida**

Mr. Noto supervised monitors, checked logs and data, trained project staff, held daily safety briefs, conducted truck certification, monitored ROW collections, oversaw debris disposal and haul out.

### Task Force Leader (February 2021 – June 2021)

**CalRecycle | North Branch Fires**

Mr. Noto served as the Task Force Leader to oversee PPDR operations. This project included erosion control, tree removal, asbestos removal, vehicle abatement, and site evaluations.

### Field Monitor (March 2020 – November 2020)

**Homeless Medical Isolation and Recovery Center, Harris County, TX | COVID-19**

Mr. Noto served as an overnight monitor for a homeless quarantine location within Harris County. He was responsible for documenting check-in and check-out of each individual. He would log each person's testing dates, the hospital they arrived from, and the transport company used.

### Task Force Leader (April 2019 – September 2019)

**Butte & Paradise Counties, CA | Camp Fire**

Mr. Noto was a task force leader for PPDR efforts. This project included erosion control, hazardous tree removal, soil sampling, vehicle abatement, and site evaluations.

**Field Supervisor (October 2017 – November 2017)****Pinellas & Collier Counties, FL | Hurricane Irma**

Mr. Noto was responsible for supervising monitors, checking logs and data for accuracy before submitting to the client, training project staff, and overseeing the removal of leaners and hangers.

**Field Supervisor (September 2017– October 2017)****City of Friendswood & Galveston County, TX | Hurricane Harvey**

Mr. Noto supervised monitors, reviewed logs and data for accuracy before submittal to the client, trained project staff, managed dispatch, conducted daily safety briefs, performed truck certifications, oversaw ROW collections, white goods, and disposal of removed debris.



# Brandon Paul Norwood

## Proposed Role: Field Supervisor

**5** YEARS OF  
EXPERIENCE

**10** DISASTERS

### **Areas of Expertise**

Data Entry

Operations Management

Standard Operating Procedures

### **Key Training/Certifications**

HAZWOPER 40

ICS 100

ICS 200

### **Education**

College of the Desert, Associates

Degree in Hospitality 1998

### **Employment History**

Tetra Tech (August 2017 – Present)

## EXPERIENCE SUMMARY

Quality oriented professional with 5 years experience and a proven knowledge of data entry, operations management, and operating policies/procedures.

## FEATURED EXPERIENCE

### **Field Supervisor (August 2017 – Present)**

#### **Various Clients | Various Disasters**

Insured contract compliance of volume and quality specifications. Followed through with consistent and accurate paperwork. Provided accurate and timely logging of issues and resolutions. Performed documented details of field work and managed employees. In this capacity, Mr. Norwood has helped with Hurricane recovery efforts on projects such as:

- Hurricane Harvey
- Hurricane Laura
- Hurricane Sally
- Hurricane Ida
- Tropical Storm Imelda
- Hurricane Katrina Foundation Abatement
- Camp Fire
- Dixie Fire
- VDOT Ice Storm
- Miami-Dade, FL Surfside Building Collapse



# Benjamin Arredondo

## Proposed Role: Field Supervisor

**2** YEARS OF  
EXPERIENCE

**5** DISASTERS

### Areas of Expertise

Hazardous Debris Disposal & Management

Risk Assessment & Management

### Key Training/Certifications

OSHA Haxwoper 40hr

FEMA ICS 100, 200, 700 & 800

### Education

South Texas College, Certification  
Computer Engineering & Graphics,  
2011

### Employment History

Tetra Tech (August 2020 – Present)

Edinburg Citrus Association  
(November 2018 – June 2019)

Academy Sports + Outdoors  
(November 2016 – September 2018)

Valley Outdoor Power & Equipment  
(July 2014 – September 2015)

McAllen Nut & Bolt (August 2012 –  
November 2013)

## EXPERIENCE SUMMARY

Mr. Arredondo is a highly motivated team leader who is eager to facilitate recovery efforts for disaster impacted communities. As someone who has been personally affected by a natural disaster, he treats each disaster he works on as if it were his own community and he understands the importance of expediting a safe and speedy recovery process. He has completed proficient training in FEMA Incident Command to help coordinate an informed and comprehensive recovery effort between monitoring staff, contractor needs and client expectations.

**Mr. Arredondo was chosen for this role with Jefferson County due to his experience on similar projects and his commitment to continuing his education in disaster relief operations.**

## RELEVANT EXPERIENCE

### Field Supervisor (February 2022 – June 2022)

#### CalRecycle | North Division Dixie Fire

Mr. Arredondo served as a crew leader for tree felling operations. He ensured tree assessments had been completed so the felling crew could follow up with felling operations. Mr. Arredondo conducted site inspections for property finalization.

### Task Force Leader (May 2021 – February 2022)

#### CalRecycle | Northern Branch Wildfires

Mr. Arredondo managed disposal operations for the Camp Okizu Transfer station. He received, documented and categorized incoming hazardous materials. He also conducted training for disposal staff and scale house. Mr. Arredondo oversaw haul-out operations from the transfer station to the final destination disposal sites.

### Field Supervisor (February 2021 – May 2021)

#### VDOT, Richmond, VA | 2021 Winter storm

At the beginning of his time working with VDOT, Mr. Arredondo managed the Truck Certification Crew. This crew was responsible for certifying trucks and training local debris removal staff. After this, Mr. Arredondo served as the Field Supervisor for the South Hill Residency. Here, he filled the role of Acting Operations Manager and trained monitors in leaner/hangers, collection, and disposal.

### Field Supervisor (September 2020 – February 2021)

#### Calcasieu Parish, LA | Hurricane Laura

Mr. Arredondo managed the collection operations for the Parish of Calcasieu. He ensured staffing needs for contractor operations. Mr. Arredondo conducted field training for the collection team.

### Disposal Monitor (August 2020 – September 2020)

#### Higaldo County | Hurricane Hanna

Mr. Arredondo received and documented incoming debris loads from either field operations or citizen drop-offs. He maintained the client's debris site by directing a categorized drop off so debris could be properly disposed.

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# Maria Victoria Champlain

## Proposed Role: Field Supervisor

**2** YEARS OF  
EXPERIENCE

**3** DISASTERS

### Areas of Expertise

Automatic Debris Monitoring System (ADMS)

Hazardous Trees, Leaners, Hangers

Data Management

### Key Training/Certifications

HAZWOPER 40

ICS 100

ICS 200

### Education

High School Diploma

### Employment History

Tetra Tech (February 2021 – Present)

U.S Army Military Police (2010 – 2018)

## EXPERIENCE SUMMARY

Ms. Champlain has 2 years of experience working as a Field Supervisor for Tetra Tech clients. She physically checks on monitors and their status in the field; making sure they have all PPE as well as tools needed to complete their objective. She makes herself available to all monitors under her supervision via phone to provide support in any situation they feel they need more clarity. Ms. Champlain reminds monitors daily of safety precautions in the field as well as personal care, i.e drinking water and eating properly. Lastly, she provides an "open door" policy for all monitors to come to her for assistance with issues that may impede the work environment.

**Ms. Champlain was selected for this role with Jefferson County due to her experience providing field supervision on projects of similar scope.**

## RELEVANT EXPERIENCE

### Division Supervisor (March 2022 – July 2022)

#### CalRecycle | Dixie Fires Northern Division 2021

Ms. Champlain was quickly promoted to Division Supervisor after joining the project as a Task Force Leader. She was responsible for the collection of data from the Contractor to document work of tree felling, off haul and disposal. Some of Ms. Champlain's project responsibilities included:

- IForms
- Tetra Tech's proprietary *RecoveryTrac*™ ADMS
- Tree Assessments
- PreFelling Survey
- PostFelling Survey
- ISW Survey
- Smartsheets
- Excel Spreadsheet for Dispatch
- Supervision of Tree Felling Crews

### Task Force Leader (June 2021 – March 2022)

#### CalRecycle | Northern Branch 2020 Fires

Ms. Champlain was quickly moved up to a Task force Leader after beginning the project as a Crew Leader. Her responsibilities on this project included:

- Collection of data from Contractor work both Tree Felling, Offhaul & Disposal
- Solicitation
- Processing stumps via *RecoveryTrac*™ ADMS
- Smartsheets
- Excel Spreadsheet for Dispatch
- Supervision of Wood Management Crews

### Field Supervisor (February 2021 – June 2021)

#### VDOT, Richmond, VA | 2021 Winter Storm

Ms. Champlain started out as a monitor and was quickly moved up to the role of Field Supervisor. Her project responsibilities included:

- Collection of data from Contractor work both Tree Cutting, Offhaul & Disposal of ROW debris
- *RecoveryTrac™* ADMS
- Excel Spreadsheet for Dispatch
- Leaner/Hanger
- Collections
- Disposal
- Supervision of both tree and collection monitors



# Mark Anthony Malbrew

## Proposed Role: Field Supervisor

**2** YEARS OF  
EXPERIENCE

**3** DISASTERS

### Areas of Expertise

Sanitation & Decontamination

ROW Debris

Private Property Debris

Eligibility Review

### Key Training/Certifications

OSHA 500/ 510/ 511 & 7505

Adult CPR/AED & First Aid

NCCER Field Safety Technician

NCCER Construction Site Safety  
Supervisor

NCCER Safety Technology

NCCER Construction Site Safety  
Technician

NCCER Electrical Training

Certified Forklift Operator

### Education

High school Diploma

### Employment History

Tetra tech (October 2020 – Present)

Fabrication and Construction Services  
(March 2020 – April 2020)

Alfred Miller Construction (April 2015  
– January 2020)

Scaffold Builder (November 2004 –  
March 2007)

## EXPERIENCE SUMMARY

Mr. Malbrew is a Field Supervisor with 2 years of experience. He has assisted with the dispatch of monitors to their respective crews as well as trained monitors on debris eligibility and oversight of monitor and contractor interactions. Mr. Malbrew has also been responsible for issuing tickets for traffic control vehicle, flagging crews, and completing truck certifications.

**Mr. Malbrew was selected for this role with Jefferson County due to his experience providing field supervision on projects of similar size and scope.**

## RELEVANT EXPERIENCE

### Field Supervisor (January 2022 – June 2022)

#### VDOT, richmond, VA | 2022 Winter Storm

Mr. Malbrew was responsible for the supervision of a team of field debris monitors. He helped with the coordination of dispatch of monitors to crews. Mr. malbrew also trained and instructed monitors on eligibility of debris in the removal process.

Mr. Malbrew's responsibilities also included:

- Conductiing field safety checks across multiple regions
- Field data QA/QC for an assigned number of staff
- Continuous updating of project dispatch and creating staff rotation schedules

### Sanitation Officer (September 2021 – January 2022)

#### Vaccination Sites, City of Houston, TX | COVID-19

Mr. Malbrew oversaw the sanitation and decontamination of both mobile and mass vaccination sites across the City of Houston.

Mr. Malbrew's responsibilities also included:

- Ensuring that health and safety is in compliance for incoming recipients
- Creating and implementing site set up for proper work flow
- Ensuring that equipment and supplies were adequate and in place as needed

### Field Monitor (October 2020 – March 2021)

#### City Of Lake Charles | Hurricane Laura

Mr. Malbrew was responsible for monitoring private property debris removal efforts for community homeowners whose property was damaged by Hurricane Laura. The purpose of this role was to remove this debris from the Right-of-Way.

Mr. Malbrew's responsibilities also included:

- Ensuring contractor information was up to date on loading vessels and in the system
- Ensuring health and safety protocols were adhered to
- QA/QC of field data

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# Paris Nicole Atkinson

## Proposed Role: Data Manager

**15** YEARS OF  
EXPERIENCE

### Areas of Expertise

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Invoice Reconciliation
- Geospatial Analysis

### Disasters

- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- Collier County FL Severe Storms
- 4269 TX Flooding
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

### Education

University of Florida  
Bachelor of Science, Psychology,  
2005

### Employment History

Tetra Tech (October 2015 – Present)

### EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

**Ms. Atkinson was chosen for this role due to her extensive experience managing data for Tetra Tech clients whose projects are similar in size and scope to the services requested by Jefferson County.**

### RELEVANT EXPERIENCE

#### Finance & Administration Chief (March 2019 – Present) Camp Wildfire (Butte County) | CalRecycle

The Camp Wildfire was the most destructive fire in California history. As Finance and Administration Chief, Ms. Atkinson provides guidance and management on all of the financial and cost analysis and cost efficiency aspects of the tree removal operations. She is responsible for reviewing auditing invoices to ensure that they are accurate, defensible, and reimbursable by the state and federal (if applicable) agencies supplying disaster relief funding. In total, Ms. Atkinson has managed the data associated with over 1.5 million tickets.

#### Regional Project Manager (November 2018 – Present) State of Georgia – United States Army Corps of Engineers (USACE)

Ms. Atkinson is currently serving as the overall regional data manager for the USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. She oversees the regional data manager from the northern, central, and southern regions and provide senior leadership and oversight.

#### Data Assessment Manager (September 2018-December 2018) Carr Fire – CalRecycle

Ms. Atkinson served as a data manager on the Carr Fire recovery program in Shasta County, CA. Ms. Atkinson was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation.

#### Debris Subject Matter Expert Montgomery County, Pennsylvania | Multi-Jurisdictional DDMP

Ms. Atkinson served as a debris subject matter expert and supported Montgomery County in establishing and implementing a multi-jurisdictional debris management planning program. Ms. Atkinson and the project team developed a debris management strategy based on the assessment of the County's existing resources, landfill and disposal capacity, and debris management site options. Ms. Atkinson also assisted in the development of multiple debris forecast models to estimate the

resulting debris volumes following a disaster as well as the County's capacity to address debris using internal equipment and resources.

### **Regional Data Manager (September 2017-August 2018)**

#### **State of Florida | Hurricane Irma | Disaster Debris Program Management**

Hurricane Irma impacted almost the entire state of Florida. As such, Tetra Tech managed numerous program management and monitoring projects throughout the state. Ms. Atkinson served as a regional data manager and oversaw daily data and invoice reconciliation operations of projects throughout Florida including Hillsborough County, Polk County, Miami-Dade County and Orange County. Ms. Atkinson provided senior level leadership and guidance to field data managers including FEMA compliance management, QA/QC of collection data, and the management and documentation of specialized programs such as hazardous tree and hanger removal. Ms. Atkinson also managed a team of invoice reconcilers who reviewed and submitted reconciled hauler invoices to clients.

### **Regional Data Manager (August 2017-June 2018)**

#### **State of Texas | Hurricane Harvey | Disaster Debris Program Management**

Mr. Atkinson served as a regional data manager following the aftermath of Hurricane Harvey. She provided senior level leadership and guidance to field project managers. Ms. Atkinson verified field data managers followed standard operating procedures to manage and report debris collection statistics and progress. Ms. Atkinson also managed a team of invoice reconcilers that reviewed and submitted reconciled hauler invoices to Tetra Tech's Texas clients.

### **Regional Data Manager (September 2016-June 2017)**

#### **State of Florida | Hurricane Matthew | Disaster Debris Program Management**

Ms. Atkinson served as a regional data manager and provided senior level leadership and guidance to field project managers. Hurricane Matthew primarily impacted Florida's east coast communities such as Volusia, Flagler, and St. John's County. Ms. Atkinson also performed quality assurance checks on field data managers to verify proper project reporting and data management. Ms. Atkinson also led a team of reconcilers to review and process debris hauler invoices for submission to Tetra Tech's Florida clients.

### **Senior Data Manager (October 2015–August 2016)**

#### **Lake County, California | Valley Fire Disaster Debris Program Management**

Lake County, California was one of the counties severely impacted by the Valley Fire, which burned over 76,000 acres across Lake, Napa, and Sonoma Counties prior to being fully contained. Tetra Tech was retained by the County to provide program management and debris monitoring services. In addition to a right-of-way debris and hazardous tree removal program, the County also initiated a selective private property debris removal (PPDR) program. One of the unique aspects of the County is the enormous trees along the right-of-ways. Thousands of fire hazard trees were identified throughout the County that, though located on private property, could pose a threat to County maintained roads. As a result, the County initiated a selected PPDR program to address standing dead trees on private property that could impact County roads. Ms. Atkinson served as a senior data manager and was responsible for FEMA compliance management, including QA/QC of data and managing the documentation.



# Ricardo Andres Bosques

## Proposed Role: Data Manager

### EXPERIENCE SUMMARY

**6+** YEARS OF EXPERIENCE

**9** DISASTERS

**8.2M+** CBYS DEBRIS REMOVED

#### Areas of Expertise

Disaster Debris Management

Data Collection, Utilization, and Validation

Data Management

Report designs

Reimbursement Policies and Procedures

Public Relations

Invoice Reconciliation

#### Disasters

5278 California Camp Fire

5259 California Carr Fire

5192 California Detwiler Fire

4332 Hurricane Harvey

4286 Hurricane Matthew

4272 Severe Storms and Flooding

4269 Severe Storms and Flooding

4240 CA Wildfires

4245 Texas Severe Storms

#### Education

University of Texas at San Antonio,

Bachelor of Science

Biology with a concentration in

Microbiology/Immunology

San Antonio, TX, May 2013

#### Employment History

Tetra Tech (June 2015 – Present)

Mr. Bosques is a regional data manager and ADMS technology specialist for Tetra Tech, Inc., where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. As a regional manager Mr. Bosques is responsible for the implementation of Tetra Tech's *RecoveryTrac*™ ADMS technology as well as oversight and management of field data managers and invoice analysts.. Mr. Bosques and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

Mr. Bosques also has an in-depth understanding of our *RecoveryTrac*™ Automated Debris Management System (ADMS). As such, he can support the implementation of ADMS in the field as well as establish quality assurance and project reporting

### RELEVANT EXPERIENCE

#### Senior Data Manager (January 2022 - Present)

##### Various Locations | Severe Winter Storm

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (*RecoveryTrac*™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Virginia Department of Transportation:** Culpeper District, Fredericksburg District, Richmond District

#### Senior Data Manager (December 2021 - Present)

##### City of Houston, Texas | Lake Houston Silt Removal

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (*RecoveryTrac*™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

#### Senior Data Manager (December 2021 - Present)

##### Various Locations | Kentucky Severe Storms & Tornadoes (DR-4630)

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (*RecoveryTrac*™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Kentucky:** Bowling Green, Warren County

**Senior Data Manager (August 2021 - Present)****Various Locations | Hurricane Ida**

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Louisiana:** Audubon Nature Institute, Central, Covington, Iberville Parish, St. John the Baptist Parish, St. Helena Parish, St. James Parish, Tangipahoa Parish, Gramercy, Litcher

**Senior Data Manager (November 2020 – June 2021)****Various Locations | Hurricane Zeta**

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Alabama:** Dallas County, Marengo County, Wilcox County
- **Mississippi:** Diamondhead, Gulfport, Hancock County

**Senior Data Manager (September 2020 – October 2021)****Various Locations | Hurricane Laura**

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Louisiana:** Lake Charles, Calcasieu Parish Acadia Parish, Rapides Parish, Jefferson Davis Parish, Dequincy, Crowley, Sulphur, Vinton, Westlake, Iowa
- **Texas:** Orange County

**Invoice Reconciliation Manager (January 2019-December 2019)****CalRecycle | Camp Fire**

Mr. Bosques served as the invoice reconciliation manager for the prime debris contractor Ceres Environmental, Inc. following the Camp Fire incident.

- Provided oversight, quality control, and guidance during the invoice reconciliation process for over 6.6 million cubic yards of debris removed across 2,800 parcels.

**Other Data Management Projects (2015 – 2017)**

- **City of Houston, Texas | Hurricane Harvey (August 2017 – Present)**
- **Town of Hilton Head, South Carolina | Hurricane Matthew Debris Program Management (October 2016 – May 2017)**
- **CalRecycle | Erskine Fire Remediation and Disaster Recovery Services (August 2016 – October 2016)**
- **Calaveras County, California | Catastrophic Fires (January 2016 – August 2016)**
- **San Marcos, Texas | Severe Storms and Flooding Disaster Debris Program Management (October 2015- January 2016)**
- **Hays County, Texas | Memorial Day Flooding Disaster Debris Management (October 2015 – March 2016)**
- **City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management (June 2015 – August 2015)**



# Kenya Bryant Long

## Proposed Role: Project Coordinator

**5** YEARS OF  
EXPERIENCE

**12** DISASTERS

### Areas of Expertise

Payroll Administration

Bookkeeping

Invoicing

Timecard Auditing

Scheduling

New Hire Onboarding

### Education

Union Catholic Regional, High School  
Diploma, 1990

### Employment History

Tetra Tech (September 2017 –  
Present)

Robert Half (February 2017 –  
September 2017)

Exclusive Clientele (June 2016 –  
February 2017)

Hillsborough County, FL (August 2013  
– June 2016)

## EXPERIENCE SUMMARY

As a Project Coordinator Ms. Kenya Bryant Long is responsible for helping with day to day tasks to ensure the project runs smoothly. Ms. Bryant Long, helps to align projects with business goals, create work plans, manage day to day office duties, achieve milestones as well as communicate and document any important information related to each task.

**Ms. Bryant Long was selected for this role with Jefferson County due to her experience providing successful project coordination services to Tetra Tech clients that are similar to those Jefferson County is requesting.**

## RELEVANT EXPERIENCE

### Project Coordinator (September 2017 – Present)

#### Tetra Tech Inc.

Responsible for submitting logs accurately & timely to HR for payroll daily. Handled all payroll issues for project. Maintained all project documentation in neat and organized systematic format. Oversaw inventory control of supplies for project. Point of contact for monitors and HR on project. Responsible for onboarding new monitors to project and making sure that all of their paperwork & documentation is accurate. Responsible for making sure that time entered into Timekeeper system was accurate.

In this capacity, Ms. Bryant Long has helped with Hurricane recovery efforts on projects such as Hurricane's Irma, Florence, Michael, Sally, Ida and Calcasieu Parish Waterways project. Fire projects such as Wild Fire (Camp Fire) and Mendocino Fires; severe and winter storms such as Ice Storm VDOT, Tornado of Bibb County and Tornadoes City of Bowling Green and Warren County. Ms. Bryant Long has also assisted with miscellaneous tasks such as reaching out to TDR staff for upcoming storm season.

### Accounts Payable Technician (February 2017 – September 2017)

#### Robert Half | Brandon, FL

Verified & reconciled over 500 Invoices weekly & making sure they were entered accurately. Worked independently while recognizing situations that required additional attention. Provided supporting documentation for audits.

### Salon Manger Exclusive Clientele (June 2016 – February 2017)

#### Tampa, FL

Maintained the daily Operations of the Salon. Scheduled appointments for new and existing clients. Performed hair services for clients. Placed orders with vendors to replenish the inventory. Implemented new marketing strategies for Salon.

### Bookkeeper (August 2013 – June 2016)

#### Hillsborough County, FL

Responsible for daily entry of accounting transactions, monthly financial summaries and reports. Prepared financial statements and performed monthly bank account reconciliations. Ensured compliance with all regulatory reporting requirements and maintained fixed asset inventory. Established, verified, & processed purchase orders. Exercised empathy with others to assist in all aspects of communication creating higher chances of successful outcomes & compromises.

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## 5. Technical Approach

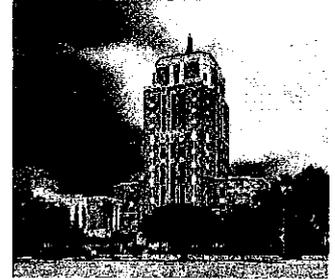
### Project Understanding

Located in Southeast Texas on the plains of the Texas Gulf Coast, Jefferson County (County) spans 1,113 square miles. Due to its geographical location, the County is susceptible to damaging winds and floods associated with tropical weather events, as well as occasional ice storms. Because the potential for a debris generating event is always present, the County recognizes the need for a debris monitoring and disaster recovery consulting firm with both an unmatched level of experience, as well as familiarity with the County's unique needs following a disaster event.

#### Jefferson County

 **256,526**  
residents

**1,113**  
square  
miles **2** DMS  
Sites



For nearly 15 years, the Tetra Tech team has worked closely with the County to plan for and execute recovery missions for such events. Our understanding of the County's protocols, procedures, and expectations was evident during our most recent response to Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Prior to, during, and immediately after the storm, Tetra Tech management was in regular contact with County officials to identify immediate needs and coordinate debris removal operations. Tetra Tech staff arrived at County offices and began coordinating with the County's debris hauling firm to open debris management sites, map primary area of concerns, coordinate with County officials, and schedule truck certification. As a result of Hurricane Harvey in August 2017, Jefferson County reported that 5,500 homes were destroyed and nearly 16,000 others sustained major damage. Our firm was responsible for 149,816 cubic yards (CY). Tetra Tech also provided debris monitoring services following Tropical Storm Imelda, which resulted in 57,429 CY of debris.

While the County can't prevent disasters, it can put itself in the best position possible to recover. As such, it is the County's intention to retain the services of a contractor who can provide emergency disaster debris monitoring services.

### Our Understanding of the Services Required by County

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Pre-Event Planning and Training
- Emergency Push Documentation
- Debris Site Permitting
- ROW Debris Monitoring
- Reporting and Data Management
- Closeout and Appeals Support

Our team has experience assisting the County with the requested services. In 2019, following Tropical Storm Imelda, Tetra Tech monitored the removal of over 57,000 CYs of debris. We look forward to continuing to support County with debris monitoring services, should the need arise.

Tetra Tech's capabilities and methodology to drive a successful project for the County include:

**Past Experience and Relationship with the County:** Our unique understanding of the County's infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricanes Rita and Harvey, as well as Tropical Storm Imelda.

**Continuous Coordination and Communication with County Officials and Stakeholders:** A dedicated project management team will be appointed to coordinate with the County throughout the year, not just during times of activation.

**Immediate Response Capabilities:** Tetra Tech has disaster recovery personnel and 7 offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing County to return to the business of running day-to-day operations.

**Focus on Hiring Locally:** Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.

**Project Transparency and Real-time Reporting:** Our proprietary *RecoveryTrac™* automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the County and tailored to the County's data needs.

**Maximum Reimbursement for the County:** Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help the County receive and retain the maximum reimbursement allowed following a disaster

## Project Management Principles

**Tetra Tech's project management principles include five critical pillars:** transparency, resources, compliance, efficiency, and mitigation.

**Transparency:** Maintaining visibility of the project's contractual scope, prioritization, schedule, budget, and cost areas.

Real-time data sharing creates a common operating platform and allows the County, its debris removal contractors, and our team to access the same accurate information, which markedly improves their ability to execute efficiently.

**Resources:** Ensuring availability and proper distribution of staff and equipment.

We have never failed to respond to a client, regardless of the size of the project. Our resources include the largest pool of qualified environmental and disaster recovery professionals in the nation.

**Compliance:** Maximizing reimbursement funding as well as documenting and managing potential issues.

Tetra Tech's *RecoveryTrac™* ADMS enables consistency, efficiency, and compliance in the documentation process. Tetra Tech field teams strictly adhere to funding agency requirements with up-to-the-minute awareness of changes in legislation, in-process quality controls, and guidance from our leadership team. As a result, the County benefits from maximum potential for reimbursement.

**Efficiency:** Keeping pace with scheduled goals and milestones throughout project work.

We maintain the industry's largest staff of disaster professionals to facilitate immediate mobilization. *RecoveryTrac™* ADMS reports real-time data, and our QA/QC team checks documentation as work is being completed. The County will have real-time access to data and can geospatially visualize work activities, whether in our system or as an export to their own system. Throughout project execution, Tetra Tech project managers monitor and adhere to project timelines and milestones to ensure pace with the County's expectations.

**Mitigation:** Identifying risks, managing the project risk matrix, and documenting risks encountered.

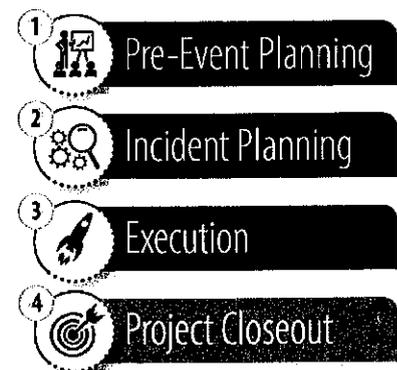
Tetra Tech provides a unique understanding of the various critical functions of debris monitoring (project management, environmental, logistics, data, grant management, etc.). This experience allows our team members to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.

## 6. Operational Schedule

Based on Tetra Tech's understanding of the County and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with

**We are committed to providing a consistent and coordinated project team** to perform the scope of work upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.



the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

### Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
<b>Pre-event (normal conditions)</b>		
<b>Pre-event (normal conditions)</b>	<b>Meet with the County to review plans and documents</b>	<ul style="list-style-type: none"> <li>Conduct annual pre-event meeting with the County and debris contractor</li> <li>Review the County's disaster recovery contracts for FEMA compliance</li> <li>Update critical documents and files, including any GIS files</li> <li>Contact the County and initiate daily conference call</li> </ul>
<b>H-96</b>	<b>Review capabilities and resources</b>	<ul style="list-style-type: none"> <li>Determine resource requirements from debris model</li> <li>Review the County's emergency policies and contracts</li> <li>Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract</li> </ul>
<b>Event (Notice)</b>		
<b>H-72</b>	<b>Execute responsibilities and activate contracts</b>	<ul style="list-style-type: none"> <li>Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure</li> <li>Review protocols for private property, gated communities, and public drop-off sites</li> <li>Review debris management site (DMS) locations and follow up with the State on permitting procedures</li> <li>Estimate equipment requirements and DMS capacity to haul and stage debris</li> <li>Prepare ADMS technology for mobilization</li> <li>Conduct regular meetings with County staff as requested</li> <li>Confirm staging location and begin mobilization of resources</li> </ul>
<b>H-48</b>	<b>Monitor storm track and continue preparations</b>	<ul style="list-style-type: none"> <li>Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary)</li> <li>Review list of priority roads and the operational plan</li> <li>Obtain GIS files for municipalities that the County will assist with debris removal</li> <li>Continue to update and gather updates from the County's debris hauler</li> <li>Save all critical documents and files to the network drive, USB drive, and laptop hard drive</li> </ul>
<b>H-24</b>	<b>Prepare final reports</b>	<ul style="list-style-type: none"> <li>Certify emergency road clearance equipment (in coordination with the County's debris hauler)</li> <li>Determine emergency road clearance priorities</li> </ul>
<b>H-0</b>	<b>ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT</b>	
<b>Event (No-Notice)</b>		
<b>H +24</b>	<b>Emergency push</b>	<ul style="list-style-type: none"> <li>Receive notice to proceed with not to exceed</li> <li>Begin emergency push</li> <li>Maintain time and materials (T&amp;M) logs for push equipment</li> <li>Coordinate with the County to conduct preliminary damage assessments and road closures (if requested)</li> <li>Supervisors report to pre-designated locations and prep staff on project</li> <li>Begin establishing ADMS infrastructure</li> <li>Begin recruiting and training monitors, project coordinators, and data staff</li> <li>Initiate opening of DMS locations</li> <li>Follow up with State-level environmental regulations on debris permits (if required)</li> <li>Work with the County to establish public information protocols to respond to concerns and comments</li> </ul>
<b>H +48</b>	<b>Emergency push/ damage assessment</b>	<ul style="list-style-type: none"> <li>Continue emergency push</li> <li>Continue preliminary damage assessment</li> <li>Develop debris cost estimate required for presidential disaster declaration</li> <li>Develop operational plan for disaster-specific issues</li> <li>Refine health and safety plan for disaster-specific issues</li> </ul>
<b>H +72</b>	<b>Disaster debris vehicle certification/ site preparation</b>	<ul style="list-style-type: none"> <li>Begin hauling truck certification</li> <li>Install ADMS tower monitor infrastructure</li> <li>Train monitors on policies, ADMS, and safety</li> <li>Open public drop-off sites as requested</li> </ul>

Time	Task	Deliverables/Milestones
H +96	<b>Begin debris collection monitoring</b>	<ul style="list-style-type: none"> <li>Assign monitors to trucks</li> <li>Assign supervisors to monitors</li> <li>Hold morning and afternoon meeting with County staff and debris hauler</li> <li>Implement QA/QC procedures</li> <li>Continue ROW collection</li> <li>Address household hazardous waste (HHW) issues (if critical)</li> </ul>
Week 1+	<b>Right-of-way (ROW) debris collection monitoring</b>	<ul style="list-style-type: none"> <li>Issue daily reports/GIS maps</li> <li>Hold daily meetings with the County, hauler, and/or State/FEMA as required</li> <li>Staff citizens debris management hotline (if requested)</li> <li>Define supplemental programs required (private roads, HHW) and prepare eligibility request</li> </ul>
Week 1+	<b>Data management and invoice reconciliation</b>	<ul style="list-style-type: none"> <li>Provide ADMS reports and real-time monitoring access</li> <li>Establish client GeoPortal to provide insight into project progress</li> <li>Review truck metrics provided by <i>RecoveryTrac</i>™ ADMS</li> <li>Initiate weekly reconciliation</li> </ul>
Week 1+	<b>Reimbursement support/grant administration (FEMA, NRCS)</b>	<ul style="list-style-type: none"> <li>Initial payment recommendations with retainage</li> <li>Prepare damage/cost estimates</li> <li>Compile supporting documentation (debris permits, debris contracts, etc.)</li> <li>Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.</li> </ul>
Week 2+	<b>Special projects (if required)</b>	<ul style="list-style-type: none"> <li>Waterway debris removal</li> <li>Private property debris removal (PPDR)</li> <li>Public drop-off sites</li> <li>HHW</li> <li>Mud/silt/sand removal (from storm drains, ditches, etc.)</li> <li>Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency</li> </ul>
Week 3+	<b>Financial recovery assistance staff engaged (if requested)</b>	<ul style="list-style-type: none"> <li>Facilitate kickoff meetings with primary stakeholders</li> <li>Draft a PA work plan</li> <li>Conclude/review preliminary damage assessments</li> <li>Gather documentation for project worksheet (PW) development</li> <li>Identify opportunities for mitigation</li> <li>Conduct site visits</li> </ul>

**Project Closeout**

Project completion	<b>Document turnover/closeout</b>	<ul style="list-style-type: none"> <li>Final reconciliation</li> <li>Retainage release</li> <li>Release hard copy files</li> <li>Provide electronic database</li> <li>Assist with PW development</li> <li>Assist the County with long-term reimbursement</li> <li>Audit assistance</li> <li>Appeal support if necessary</li> </ul>
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**Tornado/Severe Storm Immediate Response Timeline**

Based on Tetra Tech’s understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County’s needs.

**Operational Response Timeline for Debris-Generating Events**

Time	Task	Deliverables/Milestones
I +12	<b>Execute responsibilities and activate contracts</b>	<ul style="list-style-type: none"> <li>Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure</li> <li>Review protocols for private property, gated communities, and public drop-off sites</li> </ul>

Time	Task	Deliverables/Milestones
I +12	Monitor storm track and continue preparations	<ul style="list-style-type: none"> <li>Review debris management site (DMS) locations and follow up with the State on permitting procedures</li> <li>Estimate equipment requirements and DMS capacity to haul and stage debris</li> <li>Prepare ADMS technology for mobilization</li> <li>Conduct regular meetings with County staff as requested</li> <li>Confirm staging location and begin mobilization of resources</li> <li>Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary)</li> <li>Review list of priority roads and the operational plan</li> <li>Obtain GIS files for municipalities that the County will assist with debris removal</li> <li>Continue to update and gather updates from the County's debris hauler</li> <li>Save all critical documents and files to the network drive, USB drive, and laptop hard drive</li> </ul>
I +12-24	Prepare final reports	<ul style="list-style-type: none"> <li>Certify emergency road clearance equipment (in coordination with the County's debris hauler)</li> <li>Determine emergency road clearance priorities</li> </ul>
I +24	Emergency push	<ul style="list-style-type: none"> <li>Receive notice to proceed with not to exceed</li> <li>Begin emergency push</li> <li>Maintain time and materials (T&amp;M) logs for push equipment</li> <li>Coordinate with the County to conduct preliminary damage assessments and road closures (if requested)</li> <li>Supervisors report to pre-designated locations and prep staff on project</li> <li>Begin establishing ADMS infrastructure</li> <li>Begin recruiting and training monitors, project coordinators, and data staff</li> <li>Initiate opening of DMS locations</li> <li>Follow up with State-level environmental regulations on debris permits (if required)</li> <li>Work with the County to establish public information protocols to respond to concerns and comments</li> </ul>
I +48	Emergency push/damage assessment	<ul style="list-style-type: none"> <li>Continue emergency push</li> <li>Continue preliminary damage assessment</li> <li>Develop debris cost estimate required for presidential disaster declaration</li> <li>Develop operational plan for disaster-specific issues</li> <li>Refine health and safety plan for disaster-specific issues</li> </ul>
I +72	Disaster debris vehicle certification/site preparation	<ul style="list-style-type: none"> <li>Begin hauling truck certification</li> <li>Install ADMS tower monitor infrastructure</li> <li>Train monitors on policies, ADMS, and safety</li> <li>Open public drop-off sites as requested</li> <li>Assign monitors to trucks</li> </ul>
I +96	Begin debris collection monitoring	<ul style="list-style-type: none"> <li>Assign supervisors to monitors</li> <li>Hold morning and afternoon meeting with County staff and debris hauler</li> <li>Implement QA/QC procedures</li> <li>Continue ROW collection</li> <li>Address household hazardous waste (HHW) issues (if critical)</li> <li>Issue daily reports/GIS maps</li> </ul>
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> <li>Hold daily meetings with the County, hauler, and/or State/FEMA as required</li> <li>Staff citizens debris management hotline (if requested)</li> <li>Define supplemental programs required (private roads, HHW) and prepare eligibility request</li> </ul>
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> <li>Provide ADMS reports and real-time monitoring access</li> <li>Establish client GeoPortal to provide insight into project progress</li> <li>Review truck metrics provided by <i>RecoveryTrac</i>™ ADMS</li> <li>Initiate weekly reconciliation</li> </ul>
Week 1+	Reimbursement support/grant	<ul style="list-style-type: none"> <li>Initial payment recommendations with retainage</li> <li>Prepare damage/cost estimates</li> <li>Compile supporting documentation (debris permits, debris contracts, etc.)</li> </ul>

Time	Task	Deliverables/Milestones
Week 2+	<b>administration (FEMA, NRCS)</b>	<ul style="list-style-type: none"> <li>• Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.</li> <li>• Waterway debris removal</li> <li>• Private property debris removal (PPDR)</li> <li>• Public drop-off sites</li> <li>• HHW</li> <li>• Mud/silt/sand removal (from storm drains, ditches, etc.)</li> </ul>
	<b>Special projects (if required)</b>	<ul style="list-style-type: none"> <li>• Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency</li> <li>• Facilitate kickoff meetings with primary stakeholders</li> <li>• Draft a PA work plan</li> </ul>
Week 3+	<b>Financial recovery assistance staff engaged (if requested)</b>	<ul style="list-style-type: none"> <li>• Conclude/review preliminary damage assessments</li> <li>• Gather documentation for project worksheet (PW) development</li> <li>• Identify opportunities for mitigation</li> <li>• Conduct site visits</li> </ul>
<b>Project Closeout</b>		
<b>Project completion</b>	<b>Document turnover/closeout</b>	<ul style="list-style-type: none"> <li>• Final reconciliation</li> <li>• Retainage release</li> <li>• Release hard copy files</li> <li>• Provide electronic database</li> <li>• Assist with Project Worksheet (PW) development</li> <li>• Assist the County with long-term reimbursement</li> <li>• Audit assistance</li> <li>• Appeal support if necessary</li> </ul>

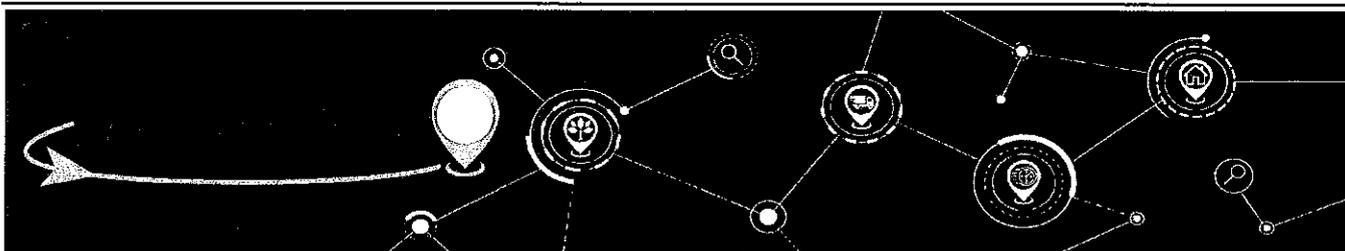
## 7. Approach to Debris Monitoring Services

### Emergency Push

During the emergency push period, debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Coordination with the County to conduct preliminary damage assessments and road closures
- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Establish public information protocols to respond to concerns and comments

### RecoveryTrac™ Automated Debris Management System



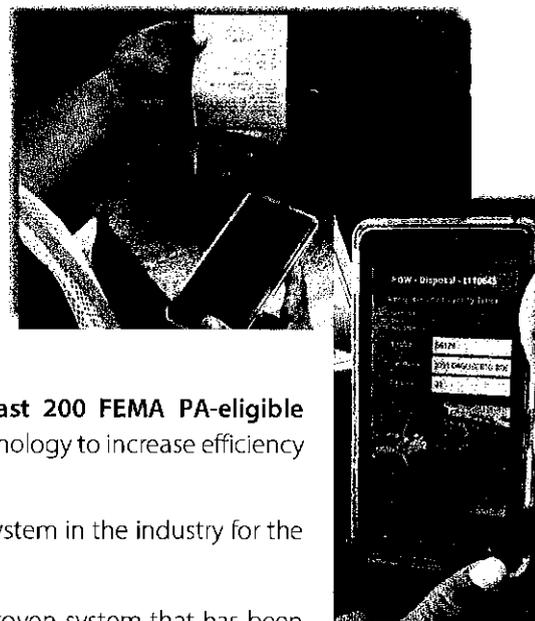
Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

**Our proprietary *RecoveryTrac™* ADMS technology is validated by the U.S. Army Corps of Engineers (USACE).** The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

**Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects.** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**
- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site



location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.

- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

### Benefits of *RecoveryTrac™* ADMS

**Ability to Respond.** Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

**Simple and Intuitive.** A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

**Cost Effective.** *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

**Reliable and Stable.** Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

**Technical Support.** *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

**Truck Tracking.** Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

**Real-Time, Customized Reporting.** The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

### *RecoveryTrac™* ADMS Key Facts

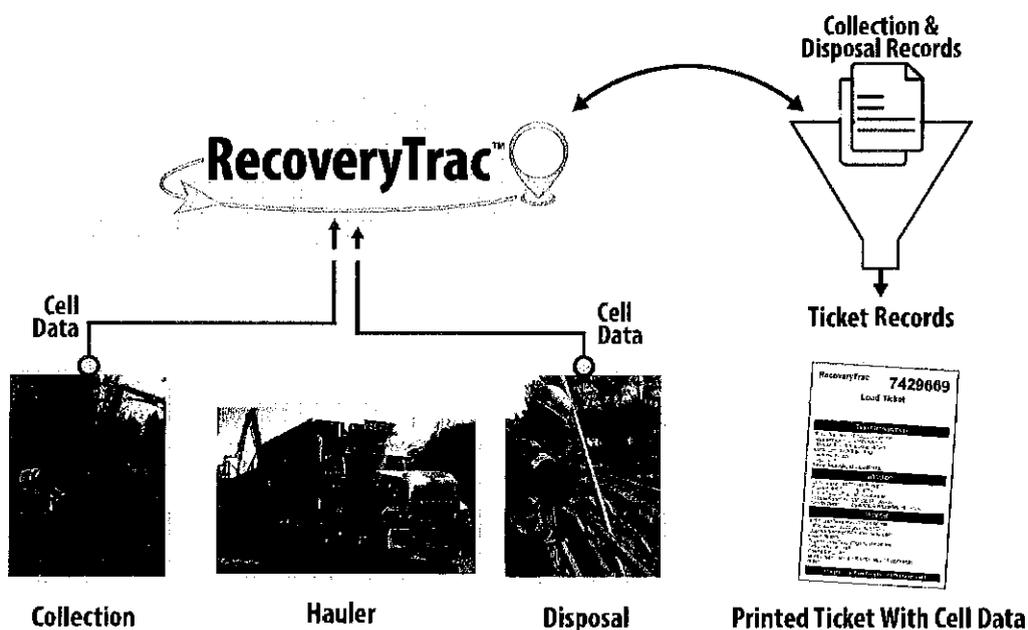
- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

## The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:

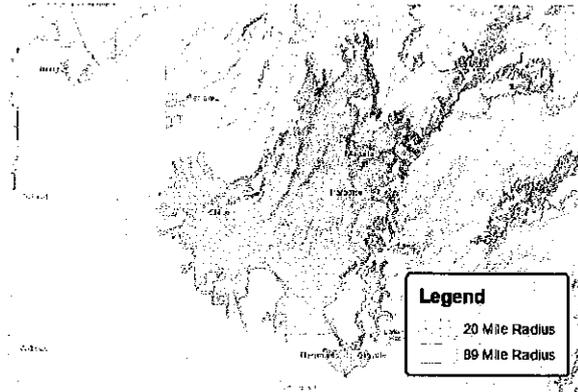
- STEP 01** The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
- STEP 02** A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
- STEP 03** Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
- STEP 04** When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
- STEP 05** The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called Look Ahead, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
- STEP 06** The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
- STEP 07** The debris site/tower monitor confirms the truck and debris type and enters the load call.
- STEP 08** Finally, the disposal load ticket is printed, and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

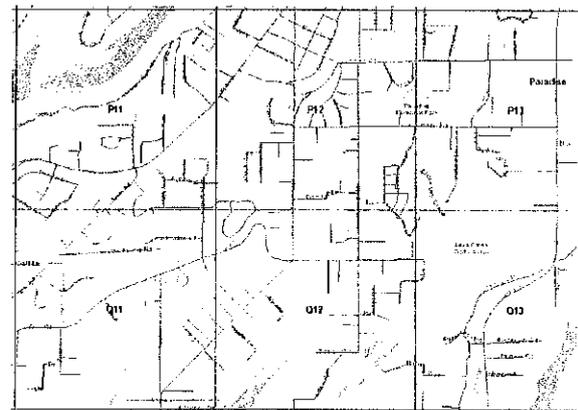




The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

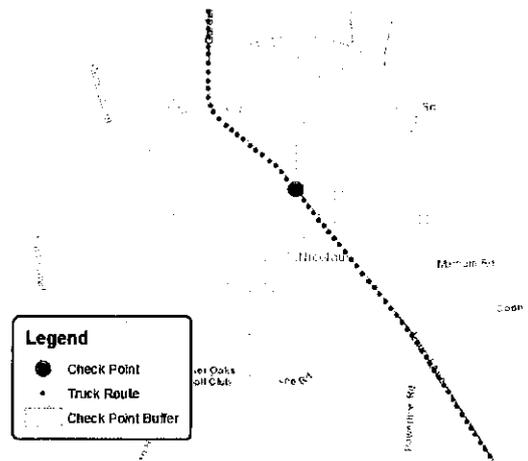


The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

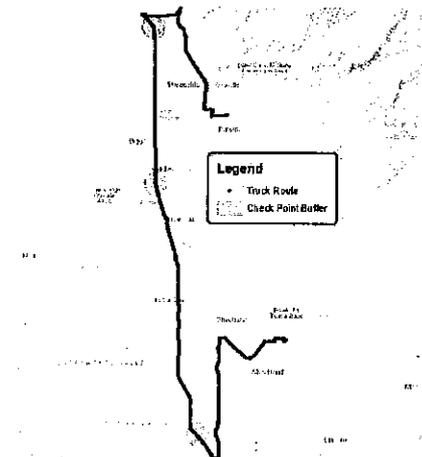


Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.

An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



**Fleet tracking data** provides complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for County requests.



## Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

### Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac™* ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac™* survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac™* database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

### Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team’s utilization of Unmanned Aircraft Systems (UAS or more commonly, “drones”) in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.



Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients’ goals and objectives. Tetra Tech’s geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

## Damage Reporting

Following a disaster, the County will need to evaluate citywide damages and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's *RecoveryTrac*™ ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

### Damage Assessment Report

The screenshot displays a web-based map interface for a damage assessment report. The top navigation bar includes 'HOME - PA Site Visit', 'NEW MAP', and 'PA'. Below the navigation are various tool icons: Details, Add, Edit, Basemap, Save, Share, Print, Directions, Measure, and Bookmarks. A search bar is located on the right side.

The main map area shows a street grid with several colored markers (A, B, C, D, E, F) indicating site visit locations. A popup window titled 'Public Assistance Site Visits' is open over one of the markers, displaying the following information:

FEMA Category	Category E: Public Buildings and Content
FEMA Sub-Category	Building
PDA Site	2
Site Name	Historic Courthouse
FEMA Designation Number	4193-DR-CA
Cause Of Damage	Earthquake
Damage Description	Structural damage and water damage
Temp Work Complete	Emergency work
Temp Work To Be Completed	Ongoing

The map also includes a scale bar (0 to 200ft) and a legend for 'Public Assistance Site Visits' with various categories and symbols. The bottom of the interface shows a footer with 'Source: Esri, DeLorme, Intermap, Terraform, USGS, USDA, EPA' and other technical details.

## Vehicle Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
  - FEMA guidelines on truck certification documentation and volume calculations
  - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

### Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac™* database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system.**

### Truck Certification Report

**RecoveryTrac Truck Certification Report** 01/22/2019

HARRIS COUNTY TX TROPICAL STORM MELBA ROW COLLECTION - Truck Certification Summary

Contractor: CERES	Total Trucks Certified	Total Certified Capacity	Avg Certified Capacity
	62	3709	71.33
<b>Totals:</b>	<b>62</b>	<b>3709</b>	<b>71.33</b>

HARRIS COUNTY TX TROPICAL STORM MELBA ROW COLLECTION - Truck Certification Details

Contractor: CERES  
Sub-Contractor 1: GREEL BROTHERS

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle ID#	Vehicle Type	Vehicle Features
REA	010059	55	09/22/2019 11:41 AM	ACTIVE	P214760 (LA)	SELF-LOADING TRUCK	

Primary Box (L x W x H) 212x100x96 = 2033200 0 ( + )  
 Type Box (L x W x H) 56x100x74 = 414160 0 ( + )  
 Type Box (L x W x H) 67x100x17 = 113900 0 ( + )  
 Type Box (L x W x H) 4x100x21 = 8400 0 ( + )  
 Total Volume 2571900 0 Cu Inches (40656) = 55.12 Cu Yds

Driver Placard View      Side View      Back-Interior View      Front View

## Field Operations

The Tetra Tech debris monitoring program includes the following:

### Tetra Tech Daily Field Operations

#### 1. Work Scheduling

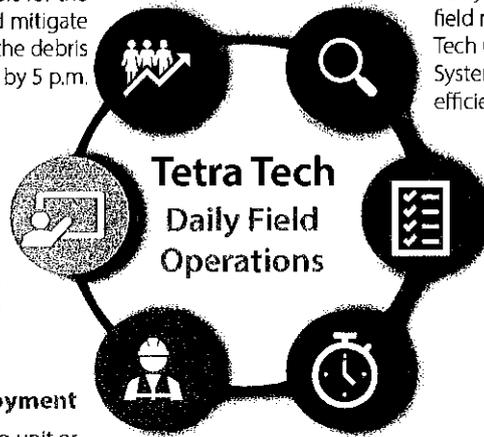
Tetra Tech will coordinate with the debris removal contractor's project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m.

#### 2. Check-In

Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors and for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

#### 3. Deployment

A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).



#### 4. Field Supervision

Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

#### 5. Field Documentation

Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

#### 6. Daily Closeout

At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors.

### Potential Delay

- Inability of a debris contractor to respond with sufficient equipment**
- Leapfrogging by the contractor (cherry picking work being performed)**
- Delayed invoices by the contractor**
- Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed**

### Tetra Tech Strategy

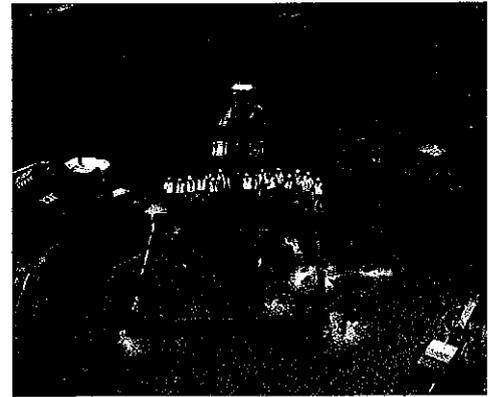
Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available. Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech. Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the County if deadlines are not being met. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

## Debris Management Site Monitoring

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech DMS disposal monitors includes:



- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

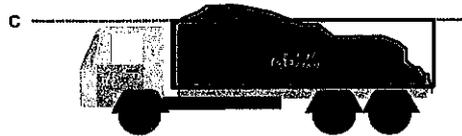
### Load Call Estimate Examples



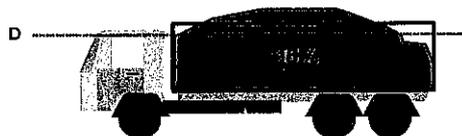
**Example A.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.



**Example B.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.



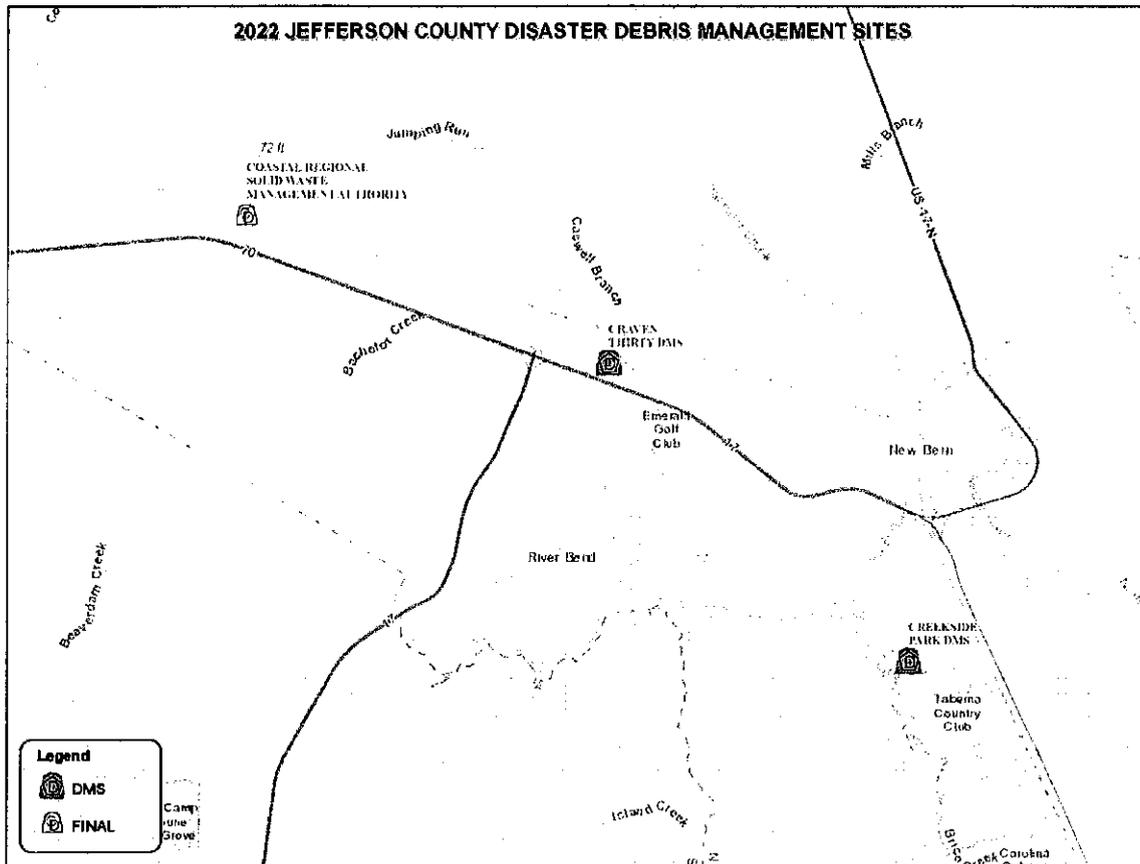
**Example C.** The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.



**Example D.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

## DMS Maps

The following image shows a map of previous DMS sites in Jefferson County for which Tetra Tech has provided monitoring services.



### Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the County must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the County in monitoring residential drop-off sites and verifying County residence before a resident unloads debris at the site.

### Right-of-Way Collection Reporting

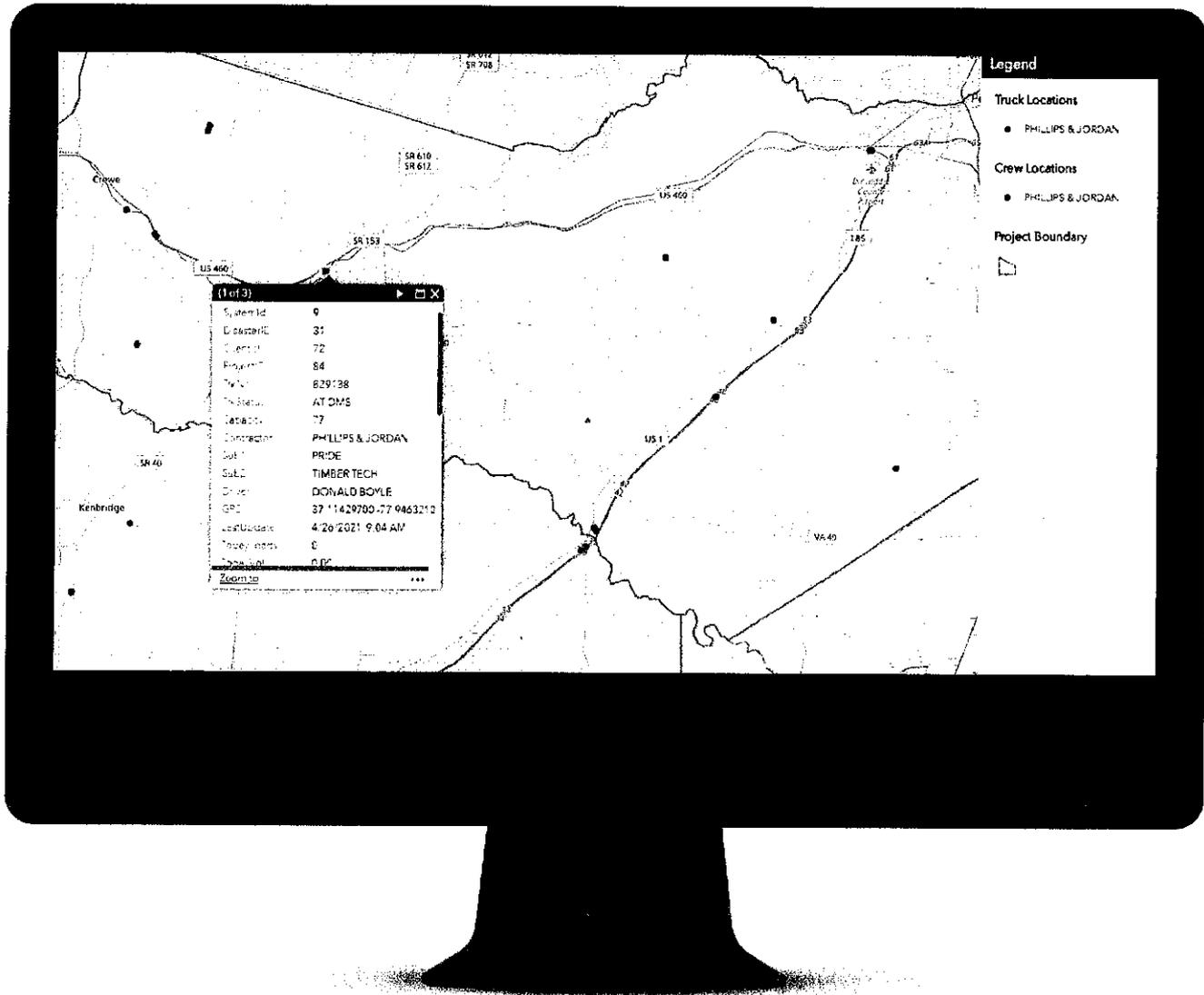
Our *RecoveryTrac*™ ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

### Truck Locations

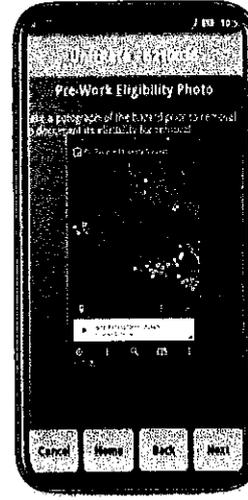
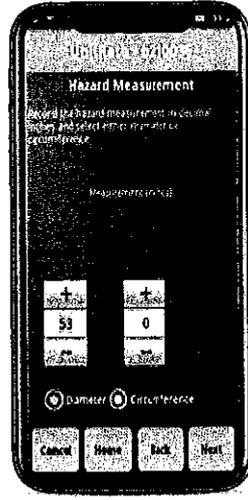


### Stumps and Leaners/Hangers

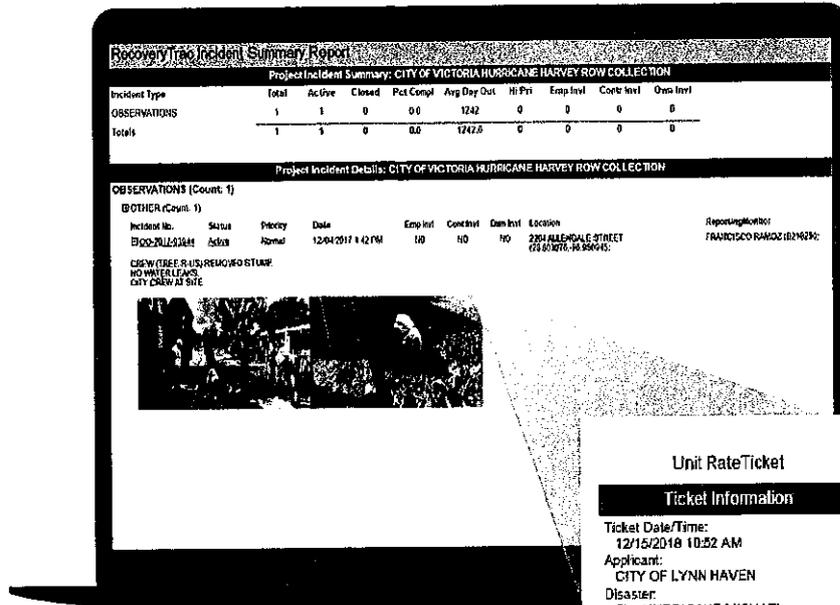
Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

### Hazardous Tree Mobile Suite



### Real-Time Ticket Report



Project Incident Summary: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Cost Invl	Own Invl
OBSERVATIONS	1	1	0	0.0	1242	0	0	0	0
Totals	1	1	0	0.0	1242.0	0	0	0	0

Project Incident Details: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

OBSERVATIONS (Count: 1)

OTHER (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Contract	Dam Invl	Location	Reporting Worker
808-2018-1044	Action	Normal	12/04/2018 11:42 PM	00	00	00	2801 ALLENDALE STREET 623 80276-48 98045	FRANCISCO RAMOS (821928)

CREW (SEE RAIN REMOVED STUMP, NO WATER LEANS, CITY CREW AT SITE)



**Unit Rate Ticket**

**Ticket Information**

Ticket Date/Time:  
12/15/2018 10:52 AM

Applicant:  
CITY OF LYNN HAVEN

Disaster:  
FL - HURRICANE MICHAEL

Contractor:  
ASHBRITT

Sub-Contractor:  
TRI-RIVERS - ARBORPRO

Crew No.:  
710300

Supervisor:  
JONATHAN COLLINS

**Hazard Information**

Hazard Type:  
1A - HAZARDOUS HANGERS  
REMOVAL

GPS (Lat, Lng):  
30.221035, -85.657885

Address:  
812 BRADFORD CIRCLE

Measure:  
6.00

Unit Count:  
1.00

Start Time:  
12/15/2018 10:35 AM

End Time:  
12/15/2018 10:52 AM

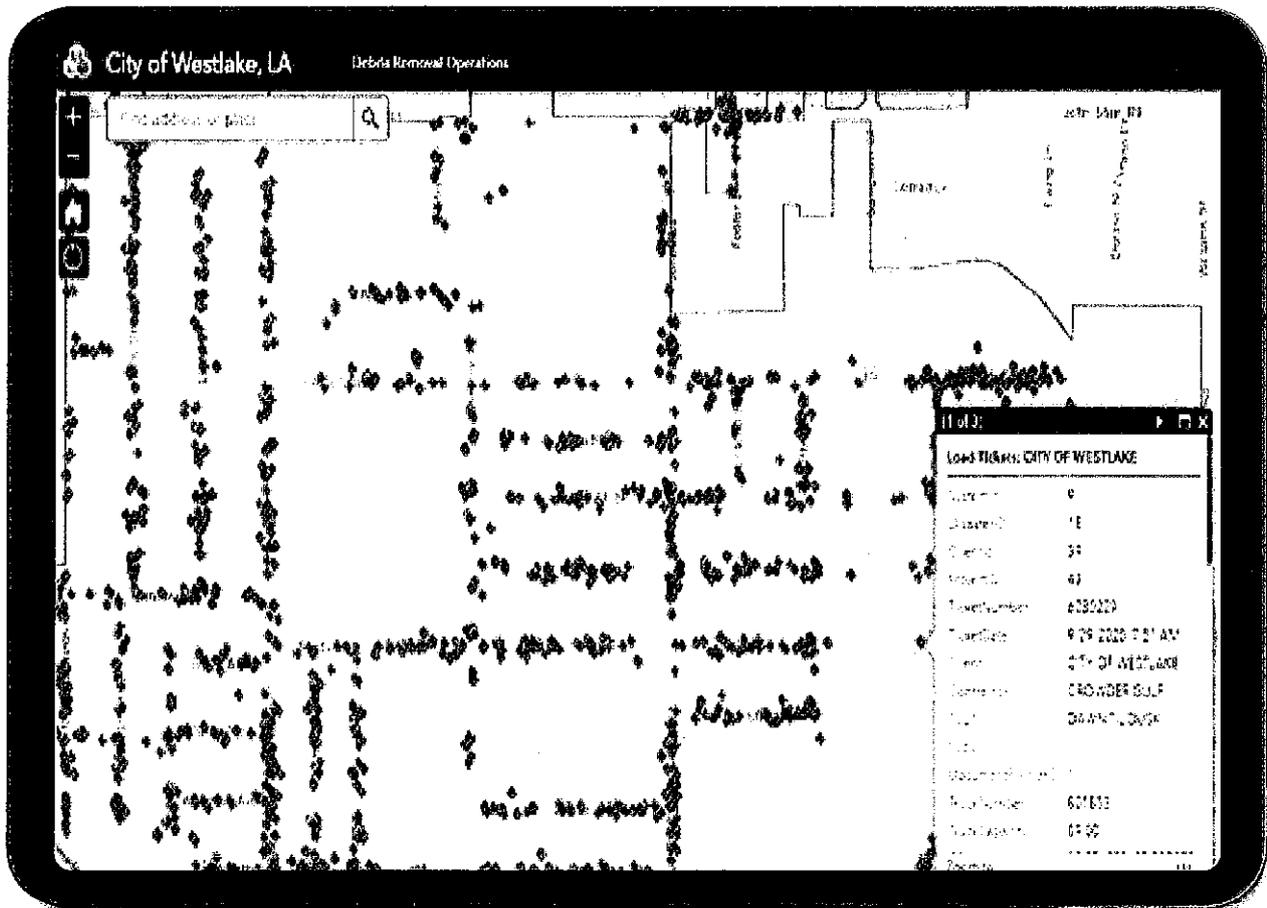
Monitor Name (Id):  
JOELLY HARVEY (7232188)

Copyright 2019, Tetra Tech Inc.

## Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Unit Rate Ticket Map



## Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

**Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures.** Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

**Public Information Campaigns**

## Separating Your Debris

Debris should be placed curbside, without blocking the roadway or storm drains.

**NO PICKUP ZONE**  
Any debris placed from the sidewalk toward your property will not be picked up.

**Normal Household Trash**  
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

**VEGETATIVE DEBRIS**  
Leaves (do not put in bags)  
Logs  
Plants  
Tree branches

**CONSTRUCTION & DEMOLITION DEBRIS**  
Building materials  
Carpet  
Drywall  
Furniture  
Lumber  
Mattresses  
Plumbing

**DEBRIS SEPARATION**  
Separate debris into the six categories shown below.

**DO NOT STACK OR LEAN**  
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.

**UNSURE WHERE TO PLACE DEBRIS?**  
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.

The City is assessing and removing debris from homes and other structures impacted by Hurricane Irma. An estimated 2,039,785 cubic yards of debris was generated and will take some time to remove. Crews are actively working to remove debris and collection is progressing as quickly as possible. Your cooperation in following FEMA Debris Removal Guidelines will help speed the clean-up effort.

Visit page often to track the progress of work crews and to get an estimate of when they are expected in your area. Your patience is greatly appreciated as we work together to recover from the hurricane.

Frequently Asked Questions [Download](#)

**Debris Management**  
Measured in Cubic Yards (CY)

2,039,785 CY Total Debris Generated

● Debris Collection    □ Debris Hoarding

2,378 Loads Completed

**What Gets Picked Up?**  
[Click to learn more](#)

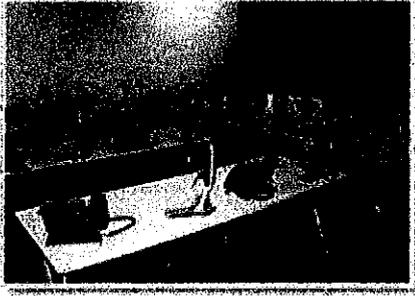
**Where Do I Place My Debris For Pick Up?**  
[Click to learn more](#)

**Where Are Collection Crews?**  
[Click here to find out](#)

**Overall Progress to date**  
[Click here to find out](#)

**Who do I call for more information?**  
The Disaster Hotline is available Monday through Saturday from 8 a.m. to 5 p.m. Call 888-123-4567 for assistance.

### Call Center Operations

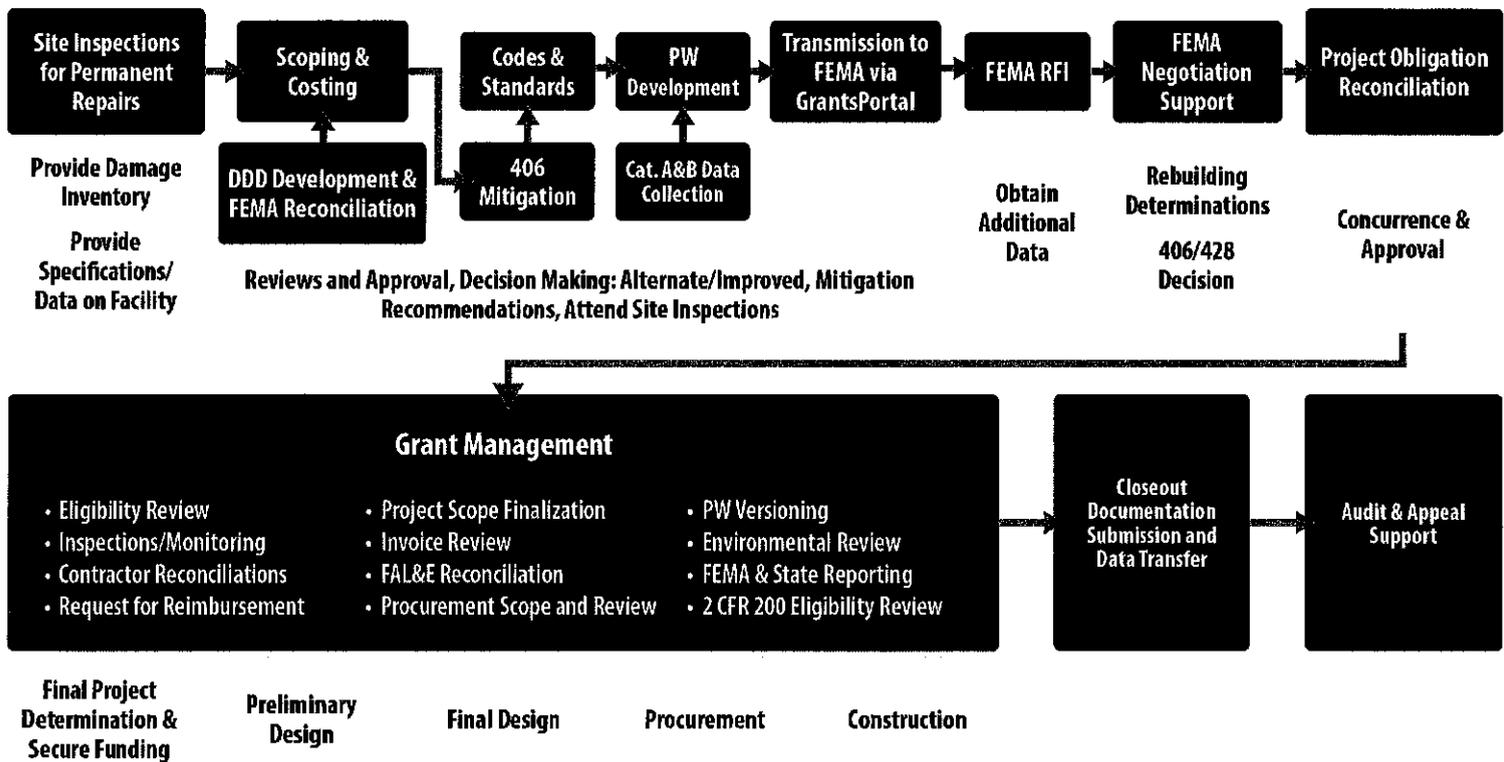


Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, TX following Hurricane Ike.

### Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



## Initial Damage Estimates

Through our experience working with clients in response to the 2020 hurricane season, FEMA is requiring greater documentation of disaster-generated damages than ever before in order to receive a disaster declaration. The proper reporting of damage by the public and inspection of the damage by the County and governmental officials is becoming increasingly important.

### **Tetra Tech will assist the County in a systematic approach of cataloging, reporting, and documenting disaster-generated debris.**

We will develop a work plan with the County, ahead of storm season to maximize the efficient use of County and Tetra Tech resources to quickly and accurately find and report debris. As detailed above in item 10, the use of our proprietary *RecoveryTrac™* ADMS technology can assist the County in not only documenting this debris but also targeting resources to remove, haul, and monitor those operations.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. The visualization of the event provides critical insight into the disaster itself and the required resulting response and recovery. To support the County in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the County and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

### **Immediate Needs Funding (INF)**

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the County in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the County with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

The County is supported by debris management consultant Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and **upwards of \$2.5 billion in FEMA PA reimbursement.** Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

FEMA is required to disallow all ineligible or unsupported costs. To avoid de-obligation of PA funding, it is critical that applicants sufficiently document costs by type. Knowing which information to capture during emergency work implementation is key and **Tetra Tech has decades of experience in assessing eligibility of and documenting compliance for costs.**

Expedited Projects are obligated at 50 percent of eligible costs incurred for Debris Removal (Category A) and Emergency Protective Measures (Category B) conducted within the first days following the disaster and provide the necessary cash flow to kick-start recovery and ease the transition to the more traditional reimbursement-based program. Once the initial award of the expedited project is processed at 50% of the eligible costs incurred or projected, the County will need to provide all required documentation prior to the remaining funds being awarded in a project amendment. After the receipt of the initial funding, Tetra Tech will assist the County in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.

### Project Worksheet Completion and Application Process

Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation.

We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, County Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be onsite with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

### Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first 2 years of the disaster include:

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of **experience working with FEMA Region VI.**

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and Texas.

1

**FEMA Validate as You Go (VAYGo) Audits:**

Focus on disbursements to subrecipients on an annual basis

**DHS OIG Capacity Audits:**

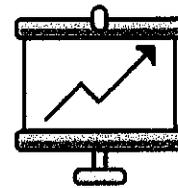
Focus on early detection of what issues might arise to promote corrective actions for recipients and subrecipients

2

3

**General Accountability Office Audit:**

Focus on performance of subrecipients on grants and identifying opportunities for process improvement



**Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:**

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

**Elements of our audit support strategy include:**

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into County activities.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

## Reporting

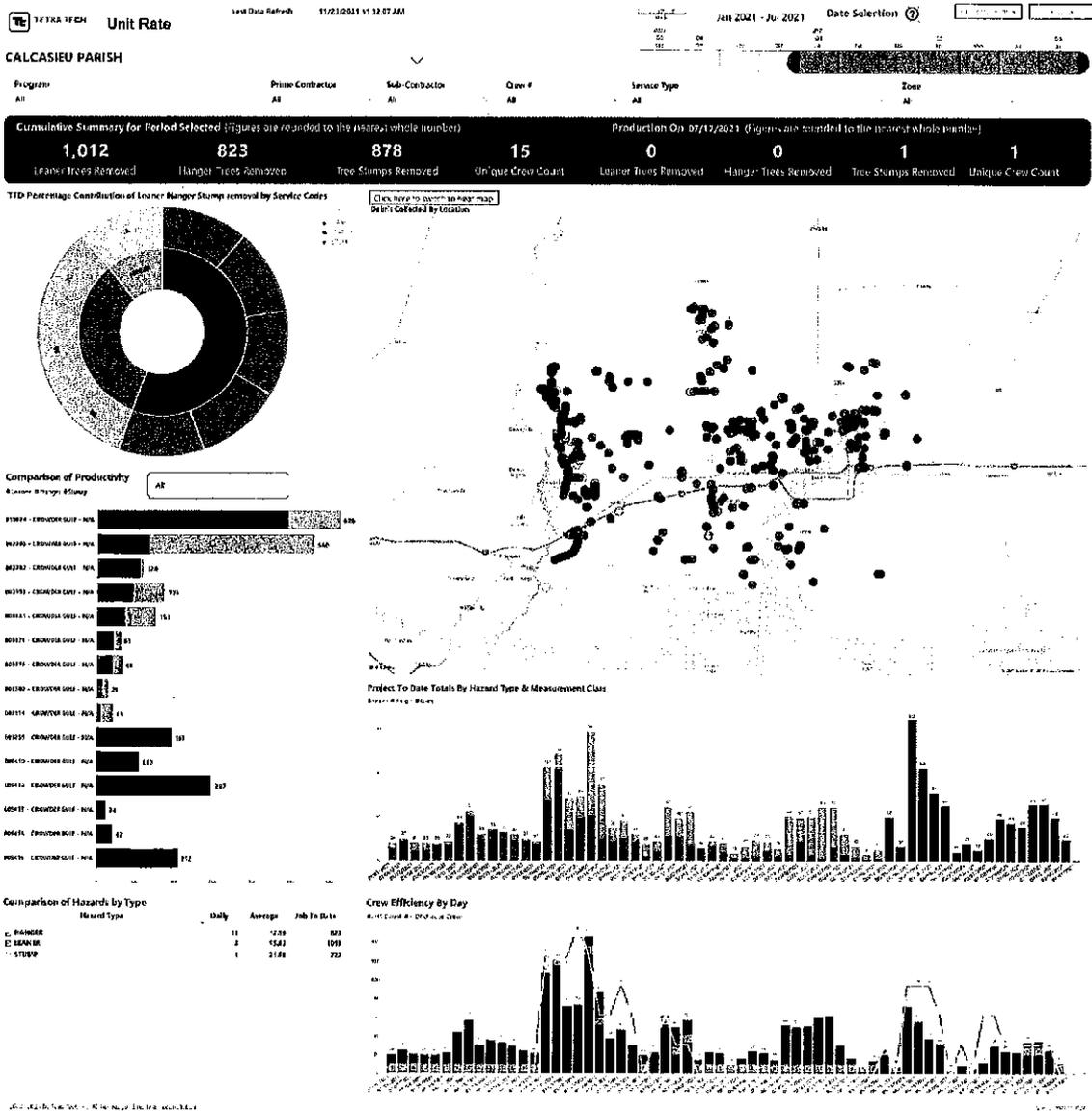
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Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

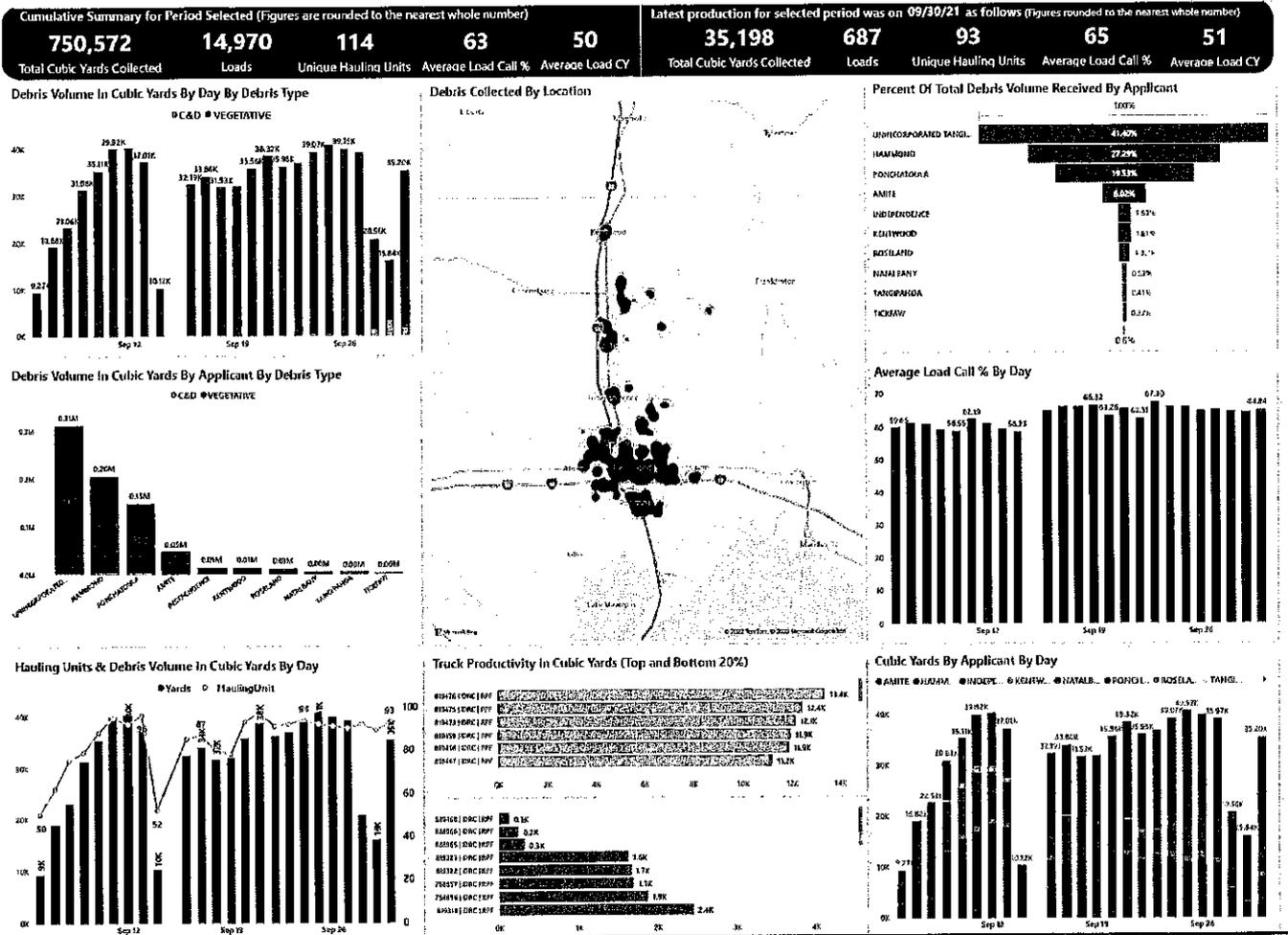
### Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

### Sample Custom Report Developed



### Sample Custom Report – Debris Volumes by Municipality



### Daily Budget Status Reports

Tetra Tech provides a variety of daily reports that capture costs incurred, invoicing statuses, projections of work, debris totals, task force productivity, evaluation of integrity controls, recommendations, budget forecasting, and other metrics, as requested. Some specific examples of daily reports issued for prior projects include:

- **Finance Daily Budget Status Report:** This report's focus is on invoice reconciliation statuses, budget forecasting, and daily burn rates, contract service expenditure, work order and change order not-to-exceed tracking, and client recommendations based on analyses.
- **Contractor Daily Production:** This report graphs debris type tonnages on a per debris removal team basis by day. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates to be shown.
- **Debris Removal Team Daily Production:** This report displays the ticket data summarizing the CYs or tonnage associated with tickets from properties assigned to the contractor. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates.
- **Daily Report Contractor Expenditure:** Displays the services included in the project for the contractor. Also shows the quantity and cost amount of each service per day as well as the project to date total of all services. This report also calculates the average daily cost estimate based on the average daily cost for the previous five days.

### Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

### Monthly Budget Status Report

**Monthly Estimated Budget Status Report**  
 Tetra Tech, Inc.  
 DRR 19104

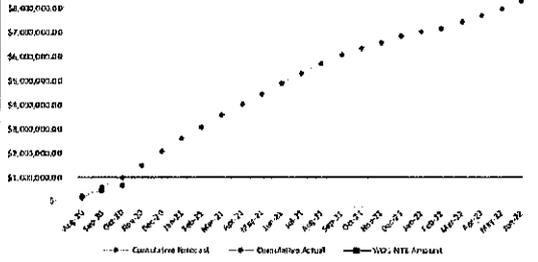


**Report Month - October 2020**

Report Date: 11/2/2020  
 Project Start Date: 8/1/2020  
 Contract End Date: 8/30/2022  
 Contract Days Remaining: 666

Total Contract Budget	\$ 8,338,928.00
Total Estimated Amount Expended	\$ 680,932.75
Total Estimated Remaining Contract Budget	\$ 7,658,045.25
Estimated Contract Days Remaining With Current Forecast	3020

**Cummulative Forecast and Actual**



Summary of Itemized Cost Categories	Monthly Amount	Total Amount
Project to Date Estimated Labor	\$ 235,857.25	\$ 680,932.75
<b>Grand Total</b>	<b>\$ 235,857.25</b>	<b>\$ 680,932.75</b>

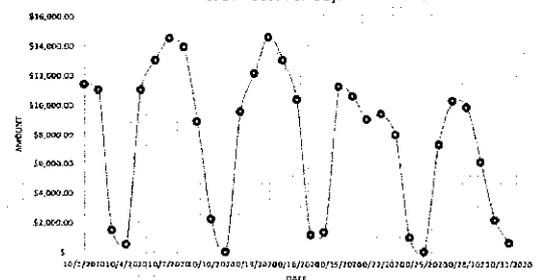
Project to Date Estimated Labor	Monthly Amount	Total Amount
Project Manager	\$ 29,640.00	\$ 83,070.00
Finance and Administrative Chief	\$ 390.00	\$ 1,560.00
Deputy Finance and Administrative Chief, Contractors	\$ 25,768.75	\$ 72,888.75
Deputy Finance and Administrative Chief, Invoice	\$ 55,722.50	\$ 160,037.50
Data Management Professionals	\$ 43,728.00	\$ 191,647.50
Finance Assistants to the DFC, Contractors	\$ 27,810.00	\$ 85,370.00
Finance Assistants to the DFC, Invoice	\$ 45,270.00	\$ 77,760.00
Office Accounting and Administrative Staff	\$ 7,531.00	\$ 7,599.00
<b>Project to Date Estimated Labor Total</b>	<b>\$ 235,857.25</b>	<b>\$ 680,932.75</b>

Work Order Budget	\$ 1,000,000.00
Total Estimated WO Amount Expended	\$ 680,932.75
Estimated Remaining Work Order Budget	\$ 319,067.25
Estimated Contract Days Remaining With Current Forecast	126

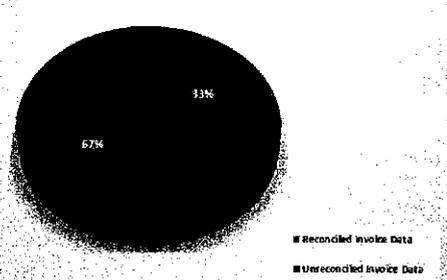
  

Total Estimated Project to Date Cost	\$ 680,932.75
Estimated Monthly Amount Cost	\$ 235,857.25
Average Daily Burn Rate	\$ 2,536.10

**Labor Cost Per Day**



**Estimated Cost Basis**



\*\* All Figures Are Estimates Pending Final Reconciliation \*\*

Prepared by 

### On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

### Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

### Incident Report

#### RecoveryTrac Incident Summary Report

##### Project Incident Summary: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Contr Invl	Own Invl
DAMAGE TO PROPERTY	2	2	0	0.0	61	0	0	1	0
<b>Totals</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0.0</b>	<b>61.0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>

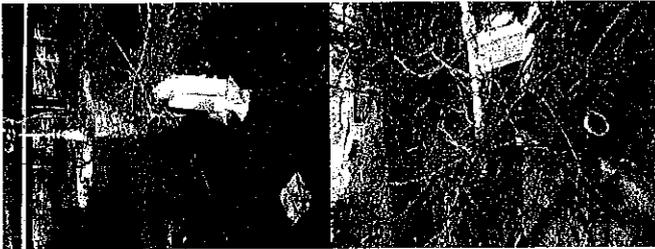
##### Project Incident Details: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

#### DAMAGE TO PROPERTY (Count: 2)

##### PRIVATE PROPERTY-MAILBOX (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location	ReportingMonitor
DP-2020-30961	Active	Normal	9/9/2020 5:26:00 PM	NO	NO	NO	1313 GREENROAD STREET (30.250231,-93.257046)	DARE ADEYANJU (586714)

MAILBOX DOWN BEFORE THE ARRIVAL OF THE DEBRIS TRUCK.



**Sample Report:** Incident reports are available in real-time and can be accessed at any moment.

### Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac™* system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac™* Fleet history, including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the County. The data formats provided do not require a *RecoveryTrac™* license.

### Contractor Reconciliation

The *RecoveryTrac™* system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac™* database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).

If *RecoveryTrac™* ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

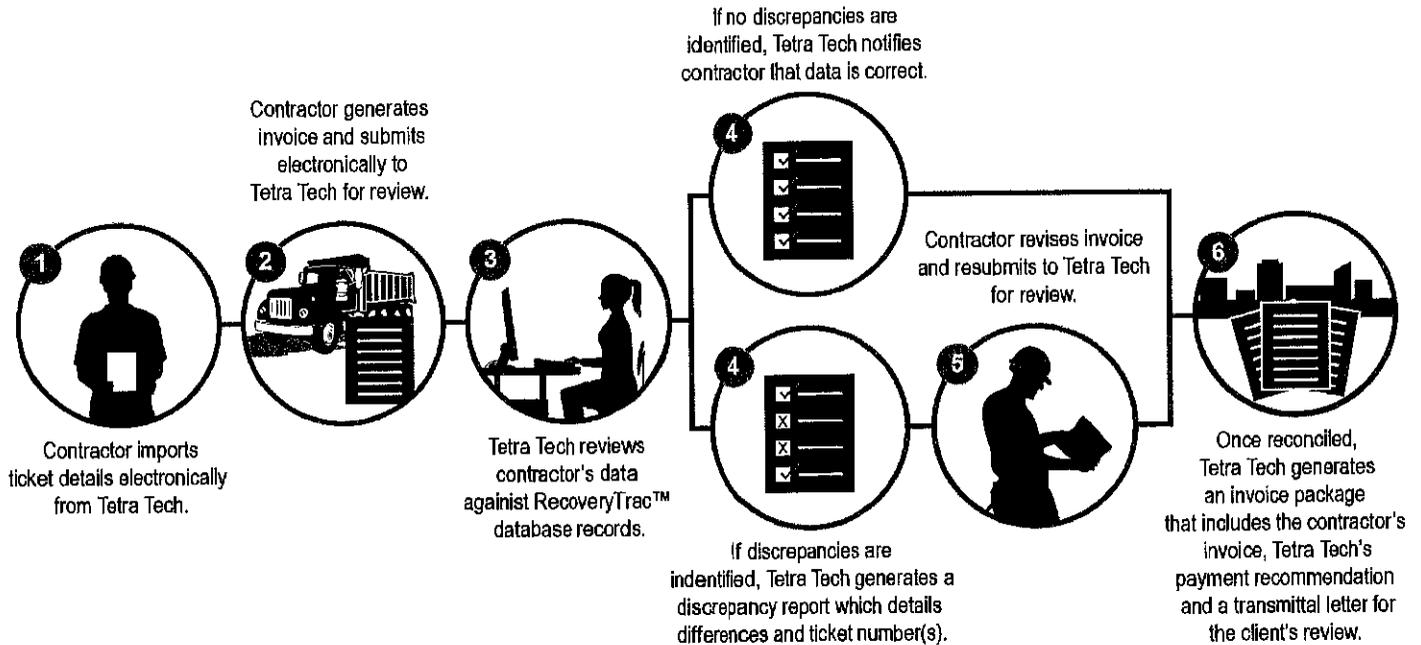
Whether using *RecoveryTrac™* ADMS or paper logs, Tetra Tech will use our *RecoveryTrac™* database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

1. Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.
2. Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
3. Tetra Tech reviews the contractor data against *RecoveryTrac™* database records:
  - a. If no discrepancies are identified, Tetra Tech notifies the debris contractor of no discrepancies in the data set.
  - b. If discrepancies are identified, Tetra Tech generates a discrepancy report noting ticket numbers and differences between the two data sets.
4. If applicable, Tetra Tech will also perform a full reconciliation of end use/disposal facility data corresponding to debris contractor disposed debris.
5. Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises its invoice based on the discrepancies and resubmits to Tetra Tech for review.
6. Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for review by the County. Tetra Tech's invoice package includes the following:
  - a. Contractor invoice
  - b. Tetra Tech transmittal letter and payment recommendation
  - c. Cost allocation data, if applicable
7. Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

**Our invoicing process includes several real-time QA/QC checks throughout the day**, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

### Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Payment Recommendation Report										
Friday, July 10, 2015										
<b>Invoice Cover Information</b>						Invoice Number: 1002-15-009				
Applicant: CITY OF HOUSTON						Date Of Invoice: 07/09/2015				
Contractor: DRC						Gross Amount per Invoice: \$325,381.75				
Disaster: TX-SEVERE STORMS AND FLOODING						Amount Held in Retainage: \$0.00				
Invoiced Date Range: FROM 06/15/2015 TO 06/21/2015						Net Amount Invoiced for Payment: \$325,381.75				
<b>Supporting Electronic Backup Summary</b>										
Code	Matching Service Description					Invoiced Qty	Invoiced Rate	Invoiced Total		
50A	VEG ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					26,455.18	\$7.22	\$191,085.32		
50B	VEG ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					564.25	\$9.41	\$5,215.49		
51A	C&D ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					16,222.35	\$7.60	\$123,289.36		
51B	C&D ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					546.19	\$10.75	\$5,870.56		
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):									\$325,381.75	
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):									\$0.00	
<b>100% Payable Transactions:</b>										
Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
4036115-1	42.48	\$7.60	\$322.24	4036115	06/15/2015	42.48	\$7.60	\$322.24	\$0.00	Verified and Approved
4036116-1	36.80	\$7.60	\$279.68	4036116	06/15/2015	36.80	\$7.60	\$279.68	\$0.00	Verified and Approved
4036117-1	34.45	\$7.60	\$261.82	4036117	06/15/2015	34.45	\$7.60	\$261.82	\$0.00	Verified and Approved
4036118-1	27.60	\$7.60	\$209.76	4036118	06/15/2015	27.60	\$7.60	\$209.76	\$0.00	Verified and Approved
4036119-1	31.60	\$7.60	\$241.68	4036119	06/15/2015	31.60	\$7.60	\$241.68	\$0.00	Verified and Approved
4036175-1	53.20	\$7.22	\$384.10	4036175	06/15/2015	53.20	\$7.22	\$384.10	\$0.00	Verified and Approved
4036177-1	37.78	\$7.22	\$272.19	4036177	06/15/2015	37.78	\$7.22	\$272.19	\$0.00	Verified and Approved
4036178-1	45.68	\$7.22	\$329.23	4036178	06/15/2015	45.68	\$7.22	\$329.23	\$0.00	Verified and Approved
4036179-1	43.50	\$7.22	\$314.07	4036179	06/15/2015	43.50	\$7.22	\$314.07	\$0.00	Verified and Approved
4185960-1	33.80	\$7.60	\$255.68	4185960	06/15/2015	33.80	\$7.60	\$255.68	\$0.00	Verified and Approved
4185961-1	54.08	\$7.60	\$410.40	4185961	06/15/2015	54.08	\$7.60	\$410.40	\$0.00	Verified and Approved
4185962-1	34.30	\$7.60	\$260.68	4185962	06/15/2015	34.30	\$7.60	\$260.68	\$0.00	Verified and Approved

Continued, see additional data through page 2  
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## 8. Project Controls

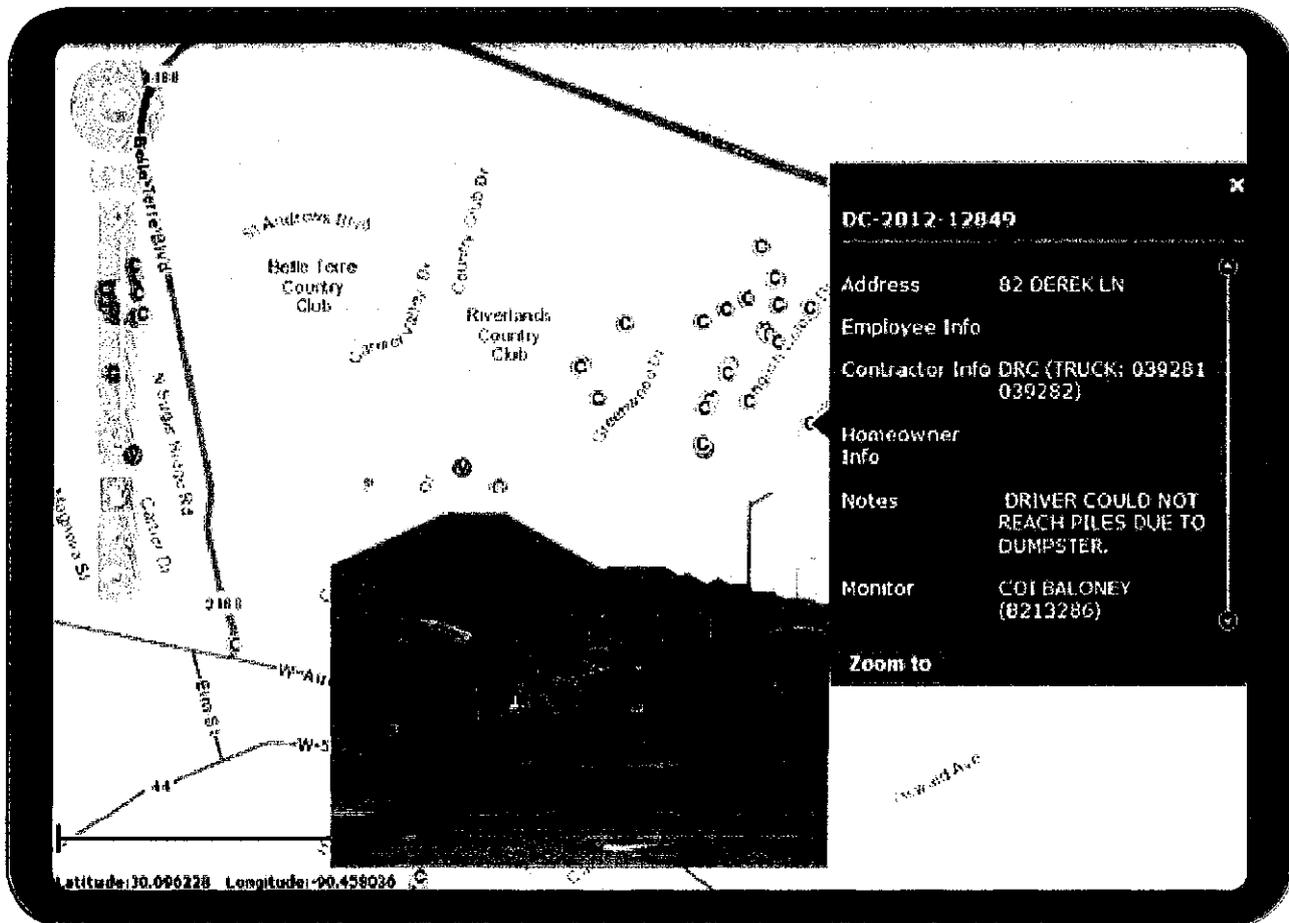
### Quality Assurance

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.

#### Missed Piles Tracking



## Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac™* system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

## Training

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

## Safety and Health Standards

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.



### Industry Metrics for 2021 Health and Safety Performance

**0.74**

US Experience Modification Rate (EMR)

**29% better than average industry workers' compensation claims**

**0.35**

2021 Enterprise-Wide Total Recordable Injury Rate (TRIR)

**Outperformed others in our industry by 43%**

**0.08**

2021 Enterprise-Wide Lost Workday Incident Rate (LWDIR)

**Outperformed others in our industry by 45%**

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Tetra Tech has incorporated **COVID-19 awareness and safety procedures** into all project Health and Safety Plans since the start of the pandemic. These protocols will be incorporated into the project Health and Safety protocols to support the County in slowing the spread of COVID-19.

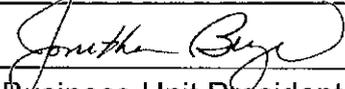
# F. Cost Proposal

Please find the cost proposal form on the following page.

### COST PROPOSAL FORM: SAMPLE

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	
Title:	Business Unit President

Position	Hourly Rate *
Project Manager	\$ <u>85.00</u>
Operations Manager	\$ <u>65.00</u>
Data Manager	\$ <u>55.00</u>
GIS Analyst	\$ <u>55.00</u>
Field Supervisor	\$ <u>45.00</u>
Debris Site/Tower Monitors	\$ <u>37.00</u>
Collection Monitor	\$ <u>37.00</u>
Data Entry Clerk/Clerical	\$ <u>40.00</u>
Billing/Invoice Analysts	\$ <u>60.00</u>

\*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

**REQUIRED FORM**

**Proposer: Please complete this form and include with Proposal Submission.**

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## Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

### Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	\$48.00
Administrative Specialist II	\$57.60
Research Assistant	\$61.20
Proposal Coordinator	\$63.60
Comm. Technician	\$68.40
Help Desk Operator	\$74.40
Administrative Specialist III	\$76.80
Research Assistant II	\$79.20
Service Center/Logistics Specialist	\$81.60
Analytical Aide	\$90.00
Planning Aide	\$96.00
Project Control Specialist	\$99.60
Oracle Database Administrator	\$102.00
Consulting Aide	\$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$120.00
System Administrator	\$126.00
Law Enforcement Subject Matter Expert/Trainer	\$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	\$132.00
Public Assistance/Grant Management Consultant	\$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	\$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	\$162.00
Senior Public Assistance/Grant Management Consultant	\$162.00
Senior Oracle DBA	\$165.60
Supervising Public Assistance Consultant	\$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$180.00
Program Manager	\$189.60
Senior Program Manager	\$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00
Subject Matter Expert	\$270.00
FEMA Appeals Legal Specialist	\$292.80
Senior FEMA Appeals Legal Specialist	\$420.00
Principal FEMA Appeals Legal Specialist	\$510.00

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

## G. RFP Specifications and Addenda

Please find the entire RFP as well as all addenda released by the County in the following pages. All requested forms within the RFP have been completed and requested information has been provided.



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

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**  
**Advertisement for Request for Proposal**

July 12, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-038/MR), **Emergency Debris Monitoring Services for Jefferson County**; pursuant to **Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom (4<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

**PROPOSAL NAME:** Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**PROPOSAL NUMBER:** RFP 22-038/MR

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, August 10, 2022

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

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
 Beaumont Enterprise & Port Arthur News:  
 July 13<sup>th</sup> and July 20, 2022  
 Examiner July 21, 2022

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**PROPOSAL SUBMITTAL CHECKLIST**

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

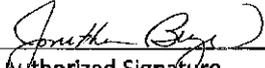
**THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.**

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided emergency debris monitoring services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and four (4) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

**Please read the "Proposal Submittal Checklist" included in this package.**

Tetra Tech, Inc.	(321) 441-8511
Company	Telephone Number
2301 Lucien Way, Ste. 120, Maitland, FL, 32751	(321) 441-8501
Address	Fax Number
Jonathan Burgiel	Business Unit President
Authorized Representative (Please print)	Title
	8/8/2022
Authorized Signature	Date

## **SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS**

---

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for emergency debris monitoring services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

### **1.1 VENDOR INSTRUCTIONS**

**Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

### **1.2 GOVERNING LAW**

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP**

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.4 NOTIFICATION OF MOST CURRENT ADDRESS**

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **1.5 PROPOSAL PREPARATION COST**

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

### **1.6 SIGNATURE OF PROPOSAL**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

#### **1.7 ECONOMY OF PRESENTATION**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

#### **1.8 PROPOSAL OBLIGATION**

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

#### **1.9 INCORPORATION BY REFERENCE AND PRECEDENCE**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

#### **1.10 GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

#### **1.11 IMPLIED REQUIREMENTS**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

#### **1.12 COMPLIANCE WITH RFP SPECIFICATIONS**

**It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.**

#### **1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)**

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

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/RFO/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.**

#### 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

##### **FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:**

**ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.**

##### **INSTRUCTIONS:**

**(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFP PROPOSAL 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

**SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.**

##### **FORM 1295 Implementation Background:**

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

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

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

##### **FORM 1295 EXEMPTIONS:**

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

##### **A completed Form 1295 is not required for:**

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

SAMPLE: FORM 1295

**CERTIFICATE OF INTERESTED PARTIES** **FORM 1295**

---

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.  
(ADD THE ABOVE REQUESTED INFORMATION HERE)

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
(JEFFERSON COUNTY TEXAS)

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
(ADD REQUIRED REP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE)

**OFFICE USE ONLY**

---

4 Name of Interested Party	City, State, Country <small>(place of business)</small>	Nature of Interest (check applicable)	
		Controlling	Intermediary
<small>(ADD THE BUSINESS OWNER'S NAME AND ADDRESS OF THE BUSINESS ENTITY HERE)</small>			
<small>(ADD THE BUSINESS ENTITY'S IDENTIFICATION NUMBER OF THE CONTRACT HERE)</small>			

---

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

---

**6 UNSWORN DECLARATION (MUST COMPLETE THIS SECTION IN ITS ENTIRETY)**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_

My address \_\_\_\_\_ (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\_\_\_\_.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

---

**(ADD ADDITIONAL PAGES AS NECESSARY)**

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

**PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2022-913035

Date Filed:  
 07/21/2022

Date Acknowledged:  
 10-5-22

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

Tetra Tech, Inc.  
 Houston, TX United States

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

Jefferson County, 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.**

RFP 22-038/MR  
 Emergency Debris Monitoring Services

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

**5 Check only if there is NO Interested Party.**

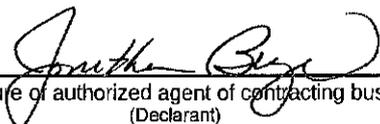
**6 UNSWORN DECLARATION**

My name is Jonathan Burgiel, and my date of birth is May 02, 1962.

My address is 2301 Lucien Way, Suite 120, Maitland, FL, 32751, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Orange County, State of Florida, on the 21st day of July, 2022  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



## TETRA TECH INC

Unique Entity ID <b>LMRMKLLL3LG5</b>	CAGE / NCAGE <b>078E8</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>May 12, 2023</b>	
Physical Address <b>3475, East Foothill Boulevard Pasadena, California 91107 United States</b>	Mailing Address <b>3475 E. Foothill BLVD. Pasadena, California 91107-6024 United States</b>	

### Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Tetra Tech, Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>California 27</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>http://www.tetrattech.com/</b>

### Registration Dates

Activation Date <b>May 16, 2022</b>	Submission Date <b>May 12, 2022</b>	Initial Registration Date <b>Feb 20, 2002</b>
--	--	--

### Entity Dates

Entity Start Date <b>Feb 1, 1988</b>	Fiscal Year End Close Date <b>Sep 30</b>
---	---

### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

### Executive Compensation

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

### Proceedings Questions

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

### Exclusion Summary

Active Exclusions Records?

No

### SAM Search Authorization

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

Yes

### Entity Types

#### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
EFT Indicator <b>0000</b>	CAGE Code <b>078E8</b>

**Points of Contact****Electronic Business**

♀ <b>BARBARA PETERSEN</b>	<b>3475 East Foothill BLVD. Pasadena, California 91107 United States</b>
DEBRA BROWNLIE	3475 East Foothill BLVD. Pasadena, California 91107 United States

**Government Business**

♀ <b>BARBARA PETERSEN, DIRECTOR</b>	<b>3475 E. Foothill BLVD Pasadena, California 91107 United States</b>
DEBRA BROWNLIE	3475 East Foothill BLVD. Pasadena, California 91107 United States

**Past Performance**

♀ <b>BARBARA PETERSEN</b>	<b>3475 East Foothill BLVD. Pasadena, California 91107 United States</b>
HA LY	301 E. Vanderbilt WAY STE. 450 San Bernardino, California 92408 United States

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>541330</b>	<b>Engineering Services</b>
	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>
	<b>334511</b>	<b>Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing</b>
	<b>541310</b>	<b>Architectural Services</b>
	<b>541320</b>	<b>Landscape Architectural Services</b>
	<b>541380</b>	<b>Testing Laboratories</b>
	<b>541420</b>	<b>Industrial Design Services</b>
	<b>541511</b>	<b>Custom Computer Programming Services</b>
	<b>541512</b>	<b>Computer Systems Design Services</b>
	<b>541611</b>	<b>Administrative Management And General Management Consulting Services</b>
	<b>541620</b>	<b>Environmental Consulting Services</b>
	<b>541690</b>	<b>Other Scientific And Technical Consulting Services</b>
	<b>541715</b>	<b>Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)</b>
	<b>541820</b>	<b>Public Relations Agencies</b>

541990

All Other Professional, Scientific, And Technical Services

562112

Hazardous Waste Collection

562910

Remediation Services

712120

Historical Sites

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States  
Any

Counties  
(blank)

Metropolitan Statistical Areas  
(blank)

### **1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

### **1.16 EVALUATION**

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

### **1.17 WITHDRAWAL OF PROPOSAL**

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

### **1.19 AWARD**

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

### **1.20 OWNERSHIP OF PROPOSAL**

All proposals become the property of Jefferson County and will not be returned to Proposers.

### **1.21 DISQUALIFICATION OF PROPOSAL**

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly

the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

#### **1.22 CONTRACTUAL DEVELOPMENT**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### **1.23 ASSIGNMENT**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

#### **1.24 CONTRACT OBLIGATION**

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

#### **1.25 TERMINATION**

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

#### **1.26 INSPECTIONS**

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

#### **1.27 TESTING**

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### **1.28 LOSS, DAMAGE, OR CLAIM**

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

### 1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

### 1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

### 1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

**Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP.** Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

### 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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



1.36.2 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.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 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.

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

1.36.5.1 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

1.36.5.2 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.

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

1.36.7 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.

1.36.8 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.

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

1.36.9.1 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.

1.36.9.2 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.

1.36.9.3 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.

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

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

1.36.9.4.2 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.

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

1.36.9.6 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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 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.

1.36.11 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.

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

Note: For proposal 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 Proposer(s) prior to the issuance of a Purchase Order.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/01/2021

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

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

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C: American International Group UK Limited</td> <td>AA1120841</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Zurich American Insurance Company	16535	INSURER C: American International Group UK Limited	AA1120841	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: American International Group UK Limited	AA1120841														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

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"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO1817406-03	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP1857085-03	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2021	10/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2540616-03 WC1857087-03	10/01/2021 10/01/2021	10/01/2022 10/01/2022	<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
A	Professional Liability and Contractor's Pollution Liability			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2021	10/01/2022	Each Claim \$5,000,000 Aggregate \$5,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

Evidence of Insurance	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  <div style="text-align: center; font-family: cursive;">                     Aon Risk Insurance Services West, Inc.                 </div>
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**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
MANDATED CONTRACT PROVISIONS**

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**1. REMEDIES**

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

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

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

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

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

**3. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**b. Key Definitions.**

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

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

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

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

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

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

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

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

(7) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

#### **4. DAVIS-BACON ACT**

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

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

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

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

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

#### **COMPLIANCE WITH THE DAVIS-BACON ACT:**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### **5. COPELAND ANTI-KICKBACK ACT**

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

#### **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":**

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

#### **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part

200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

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

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

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

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

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

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

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

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

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

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

**a. Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

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

### **CLEAN AIR ACT:**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **FEDERAL WATER POLLUTION CONTROL ACT:**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

**a. Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

**c. Requirements.**

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

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

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

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

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

**SUSPENSION AND DEBARMENT:**

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

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

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

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

## 10. BYRD ANTI-LOBBYING AMENDMENT

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

**b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the "**Certification Regarding Lobbying**" Form Included within these bid specifications, Page 50.

## 11. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

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

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

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

### 1. ACCESS TO RECORDS

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

#### ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 2. CHANGES

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

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

### 3. DHS SEAL, LOGO, AND FLAGS

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

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

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

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

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

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

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

#### **5. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

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

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

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

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

### SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

#### 3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

**Respondent is responsible for submitting: One (1) original and four (4) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional Instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

**All submissions must be received by 11:00 am CT, Wednesday, August 10, 2022**

Late responses will not be accepted and will be returned unopened to the Respondent.

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

RFP responses 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 shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.

All 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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us).

#### **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 will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents 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.

### **3.2 PRE-PROPOSAL CONFERENCE**

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

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

### **3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION**

Questions may be emailed to **Misty Reeves, ASSISTANT PURCHASING AGENT** at: [mreeves@co.jefferson.tx.us](mailto:mreeves@co.jefferson.tx.us) or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 29, 2022**.

**3.4 TENTATIVE SCHEDULE OF EVENTS**

<b>July 12, 2022</b>	<b>Issuance of Request for Proposal</b>
<b>August 10, 2022</b>	<b>Deadline Submission (late proposals will not be considered)</b>
<b>August 12, 2022</b>	<b>Proposals distributed to Evaluation Committee</b>
<b>August 23, 2022</b>	<b>Recommendation for Award</b>

**Please note:**

**The above schedule of events is *tentative* in nature. Dates listed are subject to change.**

## SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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### 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 45)
- G. Copy of RFP Specifications and any Addenda **in their entirety.**  
(Note: All forms should be completed, and any information requested should be inserted/included)

### 4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(RFP 22-038/MR)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

### 4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

#### 4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

#### 4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

#### 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

**Failure by Proposer to include all listed items within these RFP specifications  
may result in the rejection of proposal by the County.**

## SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

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### 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

#### Scope of Services: Debris Removal Monitoring

##### Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

##### Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

##### Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

##### Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no

expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

#### **Spot Checks and Auditing of Monitors**

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

#### **Project Mapping**

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

#### **Truck Certification**

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

#### **Quality Control/Quality Assurance**

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

#### **DMS/Disposal Sites**

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

#### **Data Management**

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

#### **Public Information Support**

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may

include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

#### **Funding Support**

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

#### **Recovery Services**

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

#### **Other Related Services**

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

#### **Pre-Storm Coordination**

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

#### **Safety Meetings and Monitoring Updates**

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

#### **Coordination Meetings with Contractor(s)**

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

**Contractor Damages**

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

**Status Reports**

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

**Contractual Requirements**

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

FEMA Mandated Contract Clauses:

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

**(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

**(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give

Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

**Termination for Cause:** The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

**(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

See also Request for Proposals at page 8, Section E.

**D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

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

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

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(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 section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

**F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

**G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

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

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

**H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**  
If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT,

CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See also Request for Proposals at page 6, Section 14.

**J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

**K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

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

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, 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 AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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 6. PROPOSAL REQUIREMENTS

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### 6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### 6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Staff Mobilization
2. Field Documentation of Work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor Training
5. Spot Checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/Quality Assurance
9. DMS/Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

#### **6.4 LAWS AND REGULATIONS**

The Emergency Debris Monitoring Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

## SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

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### 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

THE PROPOSAL EVALUATION AND SELECTION PROCESS IS DETAILED IN THIS SECTION, AS ARE OTHER FACTORS, AND THE FORMAT IN WHICH THE COST RESPONSE OF EACH PROPOSAL MUST BE SUBMITTED.

### 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 45 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 45 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

### 7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

### 7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. 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.

#### **7.5 PROPOSAL EVALUATION CRITERIA:**

##### **a. REFERENCES – 25%**

References on recent projects of similar size and scope. Including two projects over 500,000 C.Y.

##### **b. PERSONNEL QUALIFICATIONS – 20%**

Qualifications of firm and key staff.

##### **c. EXPERIENCE – 20%**

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

##### **d. CAPACITY TO RESPOND – 20%**

Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas

##### **e. FEE SCHEDULE – 15%**

While this will be an import factor, it will be considered as just one factor in the evaluation and selection process.

**COST PROPOSAL FORM: SAMPLE**

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	<i>Jonathan Buge</i>
Title:	Business Unit President

Position	Hourly Rate
Project Manager	\$ <u>85.00</u>
Operations Manager	\$ <u>65.00</u>
Data Manager	\$ <u>55.00</u>
GIS Analyst	\$ <u>55.00</u>
Field Supervisor	\$ <u>45.00</u>
Debris Site/Tower Monitors	\$ <u>37.00</u>
Collection Monitor	\$ <u>37.00</u>
Data Entry Clerk/Clerical	\$ <u>40.00</u>
Billing/Invoice Analysts	\$ <u>60.00</u>

\*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

**REQUIRED FORM**

**Proposer: Please complete this form and include with Proposal Submission.**

## Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

### Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	\$48.00
Administrative Specialist II	\$57.60
Research Assistant	\$61.20
Proposal Coordinator	\$63.60
Comm. Technician	\$68.40
Help Desk Operator	\$74.40
Administrative Specialist III	\$76.80
Research Assistant II	\$79.20
Service Center/Logistics Specialist	\$81.60
Analytical Aide	\$90.00
Planning Aide	\$96.00
Project Control Specialist	\$99.60
Oracle Database Administrator	\$102.00
Consulting Aide	\$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$120.00
System Administrator	\$126.00
Law Enforcement Subject Matter Expert/Trainer	\$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	\$132.00
Public Assistance/Grant Management Consultant	\$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	\$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	\$162.00
Senior Public Assistance/Grant Management Consultant	\$162.00
Senior Oracle DBA	\$165.60
Supervising Public Assistance Consultant	\$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$180.00
Program Manager	\$189.60
Senior Program Manager	\$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00
Subject Matter Expert	\$270.00
FEMA Appeals Legal Specialist	\$292.80
Senior FEMA Appeals Legal Specialist	\$420.00
Principal FEMA Appeals Legal Specialist	\$510.00

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

## NON-DISCLOSURE AGREEMENT

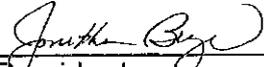
In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

Tetra Tech, Inc.

By: Jonathan Burgiel 

Title: Business Unit President

Date: 8/8/2022

**REQUIRED FORM**

**Proposer: Please complete this form and include with Proposal Submission.**

## RESPONDENT INFORMATION FORM

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

**RFP Number & Name:** ( RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

**Proposer's Company/Business Name:** Tetra Tech, Inc.

**Proposer's TAX ID Number:** 95-4148514

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Jonathan Burgiel **Title:** Business Unit President

**Phone Number (with area code):** (321) 441-8511

**Alternate Phone Number if available (with area code):** N/A

**Fax Number (with area code):** (321) 441-8501

**Email Address:** TDR.contracts@tetrattech.com

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

N/A

Address

City, State, Zip Code

**REQUIRED FORM**

**Proposer: Please complete this form  
and include with Proposal Submission.**

**VENDOR REFERENCES FORM**

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

**REFERENCE ONE**

Government/Company Name: Allen Parish, Louisiana

Address: 602 Court St Oberlin, LA 70655

Contact Person and Title: Jacob Dillehay P.E., Parish Administrator & Engineer

Phone: (337) 639-4328 Fax: N/A

Email Address: jdillehay@appj.us Contract Period: September 2020 – January 2021

Scope of Work: Disaster Debris Monitoring Services. Please see Section D of proposal for detailed project information.

**REFERENCE TWO**

Government/Company Name: St. John the Baptist Parish, Louisiana

Address: 1811 W. Airline Hwy, LaPlace, LA 70068

Contact Person and Title: Peter Montz, Director of Purchasing

Phone: (985) 359-1037 Fax: N/A

Email Address: p.montz@stjohn-la.gov Contract Period: September 2021 - Present

Scope of Work: Disaster Debris Monitoring Services. Please see Section D for detailed project information.

**REFERENCE THREE**

Government/Company Name: Harris County, Texas

Address: 10555 Northwest Fwy, Houston, TX 77002

Contact Person and Title: Austin Appleton, P.E, ENV SP, Manager, Disaster Recovery

Phone: (713) 274-3611 Fax: N/A

Email Address: austin.appleton@eng.hctx.net Contract Period: August 2017 – Ongoing

Scope of Work: Disaster Debris Program Management Services. Please see section D of proposal for detailed project information.

**REQUIRED FORM**

**Proposer: Please complete this form and include with Proposal submission.**

**SIGNATURE PAGE**

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

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

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal 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 Request for Statements of Qualification, Conditions of RFP Response, 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 RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

Tetra Tech, Inc. \_\_\_\_\_

RFP Respondent (Entity Name)

2301 Lucien Way, Ste. 120 \_\_\_\_\_

Street & Mailing Address

Maitland, FL, 32751 \_\_\_\_\_

City, State & Zip

(321) 441-8511 \_\_\_\_\_

Telephone Number

TDR.contracts@tetratech.com \_\_\_\_\_

E-mail Address



Signature

Jonathan Burgiel, Business Unit President \_\_\_\_\_

Print Name

8/8/2022 \_\_\_\_\_

Date Signed

(321) 441-8501 \_\_\_\_\_

Fax Number

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**

**CERTIFICATION REGARDING LOBBYING**

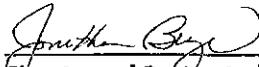
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

 <hr style="border: 0; border-top: 1px solid black;"/> <p><b>Signature of Contractor's Authorized Official</b></p>	
<p>Jonathan Burgiel, Business Unit President</p> <hr style="border: 0; border-top: 1px solid black;"/> <p><b>Name and Title of Contractor's Authorized Official (Please Print)</b></p>	
<p>8/8/2022</p> <hr style="border: 0; border-top: 1px solid black;"/> <p><b>Date</b></p>	

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

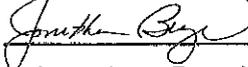
Approved by OMB

0348-0046

Not applicable to Tetra Tech, Inc.

**Disclosure of Lobbying Activities**

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

<b>Type of Federal Action:</b> a. contract N/A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>Status of Federal Action:</b> N/A a. bid/offer/application b. Initial award c. post-award	<b>Report Type:</b> N/A a. initial filing b. material change
<b>Name and Address of Reporting Entity:</b> ___ Prime ___ Sub-awardee Tier ____, if Known:  N/A  <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>  N/A  <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>  N/A	<b>7. Federal Program Name/Description:</b> N/A CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b> N/A	<b>9. Award Amount, if known:</b> \$ N/A	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>  N/A	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>  N/A	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b>  <b>Print Name:</b> <u>Jonathan Burgiel</u> <b>Title:</b> <u>Business Unit President</u> <b>Telephone No.:</b> <u>(321) 441-8511</u> <b>Date:</b> <u>8/8/2022</u>	
<p align="center"><b>Federal Use Only</b></p>	<p align="center"><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>	

**REQUIRED FORM**  
**Proposer:** Please complete this form and include with Proposal Submission.

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

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

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

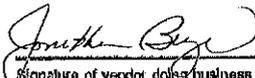
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">None.</p>						
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">None</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <b>N/A</b> </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <b>N/A</b> </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <b>N/A</b> </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">  <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 0.8em;">Date</p> <p style="font-size: 1.1em;">8/8/2022</p> </div> </div>						

Adopted 8/7/2015

**REQUIRED FORM**

**Proposer: Please complete this form and include with Proposal Submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
		Not applicable to Tetra Tech, Inc.
This questionnaire reflects changes made to the law by H.B. 23, 64th 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.		<b>OFFICE USE ONLY</b>
		Date Received
<b>1</b>	<b>Name of Local Government Officer</b>	
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in Item 3</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____  (attach additional forms as necessary)	
<b>6</b>	<b>AFFIDAVIT</b>  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.  <div style="text-align: right; margin-right: 100px;">                     _____                      Signature of Local Government Officer                 </div> AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.  <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Signature of officer administering oath</span> <span>Printed name of officer administering oath</span> <span>Title of officer administering oath</span> </div>	

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

Not Required

**GOOD FAITH EFFORT (GFE)**

**Determination Checklist**

*This information must be submitted with your proposal.*

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

**Did the Prime Contractor/Consultant . . .**

- Yes     No    1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes     No    2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes     No    3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes     No    4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes     No    5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes     No    6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**  
**Proposer: Please complete this form and include with Proposal Submission.**



Not Applicable

**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

Page 1 of 4

*This information must be submitted with your bid.*

Bidder intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

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

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

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

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

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**

Not Applicable

**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

Page 2 of 4

**HUB Subcontractor Disclosure**

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

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

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

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

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

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

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

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

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

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

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

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

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

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

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

**REQUIRED FORM**  
**Proposer: Please complete this form  
and include with Proposal Submission.**

Not Applicable

**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

Page 3 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**REQUIRED FORM**  
**Proposer: Please complete this form**  
**and include with Proposal Submission.**

Not Applicable

**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

Page 4 of 4

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

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

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

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

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

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

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

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

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

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

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

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

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and attached any necessary support documentation as required. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact person that will be in charge of invoicing for this project:

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**REQUIRED FORM**  
**Proposer: Please complete this form and include with Proposal 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 RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" 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 Respondent of Texas as defined in Government Code §2252.001.

I certify that Tetra Tech, Inc. [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is Pasadena, CA (city and state).

Taxpayer Identification Number (T.I.N.):	95-4148514
Company Name submitting bid/proposal/response:	Tetra Tech, Inc.
Mailing address:	2301 Lucien Way, Ste. 120, Maitland, FL, 32751
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**
N/A	N/A

\* 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**  
**Proposer: Please complete this form and include with Proposal Submission.**

HOUSE BILL 89 VERIFICATION

I, Jonathan Burgiel, the undersigned representative of (company or business name) Tetra Tech, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Jonathan Burgiel
Signature of Company Representative

8/8/2022
Date

On this 8th day of August, 2022, personally appeared

Jonathan Burgiel, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Rachael Wallace
Notary Signature



RACHAEL WALLACE
Notary Public
State of Florida
Comm# HH203551
Expires 11/30/2025

8/8/2022
Date

REQUIRED FORM
Proposer: Please complete this form and include with Proposal 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.

Tetra Tech, Inc.  
**Company Name**

22-038/MR  
**IFB/RFP/RFQ number**

**Certification check performed by:**

Misty Renee  
**Purchasing Representative**

8-11-2022  
**Date**

**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

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-Adi (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**

<b>COMPANY NAME</b>	<b>ISIN</b>
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**

<b>COMPANY NAME</b>	<b>ISSUER ID</b>	<b>ISIN</b>
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

*Updated September 2021*



**RESPONDENT'S AFFIDAVIT**

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Tetra Tech, Inc.  
NAME OF BUSINESS

BY:  
*Jonathan Burgiel*  
SIGNATURE

Jonathan Burgiel, Business Unit President  
NAME & TITLE, TYPED OR PRINTED

2301 Lucien Way, Ste. 120  
MAILING ADDRESS

Maitland, FL, 32751  
CITY, STATE, ZIP CODE

(321) 441-8511  
TELEPHONE NUMBER

Sworn to and subscribed before me  
this 8th day of  
August, 2022

*Rachael Wallace*  
Notary Public

State of Florida

My Commission Expires: 11/30/2025



**RACHAEL WALLACE**  
Notary Public  
State of Florida  
Comm# HH203551  
Expires 11/30/2025

**REQUIRED FORM**  
**Proposer: Please complete this form and include with Proposal Submission.**



## JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor  
Beaumont, Texas 77701  
409-835-8593

### ADDENDUM TO RFP

RFP Number: 22-038/MR  
RFP Title: Emergency Debris Monitoring Services for Jefferson County  
RFP Due: 11:00 am CT, Wednesday, August 10, 2022  
Addendum No.: 1  
Issued (Date): August 1, 2022

**TO OFFEROR:** This Addendum is an integral part of the RFP package under consideration by you as an Offeror in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire RFP package – **including all addenda**. For purposes of clarification, **receipt of this present Addendum by an Offeror should be evidenced by returning it (signed) as part of the Offeror's sealed proposal**. If the Proposal has already been received by the Jefferson County Purchasing Department, Offeror should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and Opening Date and Time, as stated above.

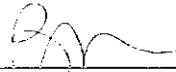
Reason for Issuance of this addendum:

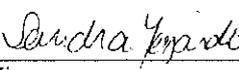
1. **Questions and Answers**
2. **Updated FEMA Mandated Contract Provisions (Attachment A)**
3. **Byrd Anti-Lobbying Certification (Attachment B)**
4. **Debarment/Suspension Certification (Attachment C)**
5. **Civil Rights Compliance Provisions (Attachment D)**

**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.**

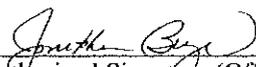
Receipt of this Addendum is hereby acknowledged by the undersigned Offeror:

ATTEST:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Approved by  Date: 8/1/2022

  
\_\_\_\_\_  
Authorized Signature (Offeror)

Business Unit President  
\_\_\_\_\_  
Title of Person Signing Above

Jonathan Burgiel  
\_\_\_\_\_  
Typed Name of Business or Individual

2301 Lucien Way, Ste. 120, Maitland, FL, 32751  
\_\_\_\_\_  
Address

1. Q. RFP Section 4.3, Transmittal Letter (Page 29) indicates that failure to accept the RFP terms (i.e., by providing exceptions) may result in disqualification. Can the County please clarify the degree to which a Proposer would be subjecting itself to disqualification? The impact to providing exceptions is not quantified in the Evaluation Criteria.

A. All information requested is considered by the Evaluation Committee. This will be evaluated with the "Capacity to Respond" Criteria.

2. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 6.1, Objective of Proposal (Page 42), states that "each proposal must include a detailed workplan" that includes deliverables and timelines. Would the County consider amending the section headings in 4.2 to include a section on Technical Approach/Workplan to address this requirement?

A. The proposer can include the requested information in whichever section they deem appropriate. We will not be amending section 4.2

3. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. However, Section 6.2, Proposer Experience (Page 42), requires descriptions and references for similar engagements. Furthermore, the Evaluation Criteria in Section 7.5 provide 20% for Experience. Would the County consider amending the section headings in 4.2 to include a section on Experience to address these requirements?

A. See question 2.

4. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 7.5, Evaluation Criteria (Page 45), includes 20% for "Capacity to Respond." Would the County consider amending the section headings in 4.2 to include a section on Capacity to Respond to address this requirement?

A. See question 2.

5. Q. Section 4.6, Proposer Identifying Information, item g (page 30), requests the proposer to provide full name and address for each member, partner, and employee that will perform on this project. Please clarify how this requirement differs from providing resumes for all personnel as requested in Section 4.7.

A. The information requested in section 4.6 is just a list on names, addresses and job title for each member. The information requested in section 4.7 is a resume for each member.

6. Q. Section 4.7, Proposer's Personnel and Organization (page 30), requests the proposer to describe personnel skills relevant to "the conduct of financial advisory services that is subject of this RFP." Is this correct or do you mean Debris Monitoring Services?
- A. Section 4.7 C should read "A specific description of relevant experience and skills that person has in connection with the conduct of debris monitoring services that is the subject of this RFP (limit one page);"
7. Q. Section 4.7, Proposer's Personnel and Organization (page 30), indicates a one-page limit for item c and a one-page limit for item e. Would the County accept resumes that address all five elements within a 2-page limit?
- A. Yes, each resume can be two pages.
8. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests proposers to provide a detailed statement setting forth the proposed hourly billing rate for all key personnel and for each additional staff member to be assigned to the project. Is the County requesting this information to be provided in this Section in addition to these rates being provided in Cost Proposal Form?
- A. Yes, we would like the rates in both sections.
9. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests information on "any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document."
- a. Please confirm that the County is referring to resources such as an Automated Debris Monitoring System.
- b. If so, can this be addressed in a Technical Approach section?
- A. The County is referring to any equipment, software or data communication lines the Proposer requires. It can be addressed in the Technical Approach Section.
10. Q. Section 6.1, Objective of Proposal (Page 42), states that "each proposal must include a detailed workplan" that includes deliverables and timelines. However, this is not addressed in the Evaluation Criteria in Section 7.5. Will the Work Plan be evaluated?
- A. See question 1.
11. Q. Section 7.5, Proposal Evaluation Criteria (page 45) provides 25% for references on recent projects. Please confirm that this information is to be provided on the Vendor References Form on RFP page 49.
- A. References should be provided on the "Vendor Reference Form" of the RFP.
12. Q. Are vendors required to include ADMS costs within the hourly rates proposed?
- A. The Cost Proposal Form in the RFP is a sample of the Cost Proposal Form you will submit. You can list the ADMS costs in whichever manner you deem best for your proposal.

13. Q. Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet?

A. See question 12.

14. Q. Should vendors provide escalated rates for the potential renewal periods?

A. Yes, escalated rates for the potential renewal periods can be included.

15. Q. Does the County have a preferred section within the proposal for vendors to place their work plan and timeline?

A. See question 2.

## ATTACHMENT A

### SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REVISED)

JUNE 2022)

#### REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

#### EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Contractor must complete enclosed certification**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of employees or applicants to individuals who do not otherwise have access to such information,

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject

to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT**

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

**1. *Minimum wages.***

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits ( or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. ~~Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.~~
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. **Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. **Payrolls and basic records.**

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in Regulations, 29 CFR part 3;

- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

Optional (C) The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

to (D) The falsification of any of the above certifications may subject the contractor or subcontractor civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. *Apprentices and trainees.*

- i. ~~*Apprentices.*~~ Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws

approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**5. Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Breach.**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as

a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**10. Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**11. Certification of eligibility.**

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **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." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

##### (b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

##### (c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently

complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved

practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i)

of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency*

has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency*

to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially

exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are

reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request

the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject

invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

2301 Lucien Way, Ste. 120, Maitland, FL, 32751

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION Contractor must complete enclosed certification**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) **Contractor must complete enclosed certification**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

### **PROCUREMENT OF RECOVERED MATERIALS**

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.  
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client 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.

### **CHANGES**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

officials without specific FEMA pre-approval.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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 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**

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.

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

**ATTACHMENT B**

**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:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Tetra Tech, Inc. 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

Jonathan Burgiel, Business Unit President  
Name and Title of Contractor's Authorized Official

August 8, 2022  
Date

**REQUIRED FORM**  
**Proposer:**  
**Please complete this form and**  
**include with proposal submission.**

**ATTACHMENT C**

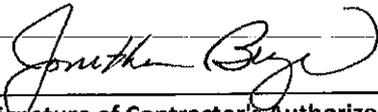
**DEBARMENT/SUSPENSION CERTIFICATION**

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/proposal. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Tetra Tech, Inc. 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**

Jonathan Burgiel, Business Unit President

**Name and Title of Contractor's Authorized Official**

August 8, 2022

**Date**

**REQUIRED FORM**  
**Proposer:**  
**Please complete this form and**  
**include with proposal submission.**

## ATTACHMENT D

### CIVIL RIGHTS COMPLIANCE PROVISIONS

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1. 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:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's 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.

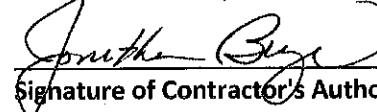
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

  
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President  
Name and Title of Contractor's Authorized Official

August 8, 2022  
Date

**REQUIRED FORM**  
**Proposer:**  
**Please complete this form and include with proposal submission.**

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): N/A, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

Base-Seal International, Inc.

Company Name

9107 Hudson Court

Address

Houston, TX 77024-7236

City State Zip



Signature of Person Authorized to Sign

Carol Bowers

Printed Name

President

Title

**For clarification of this offer, contact:**

Carol Bowers, President

Name & Title

281-497-7743

Phone

N/A

Fax

base-seal@att.net

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 Dust Suppressant 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. 22-052/MR, Term Contract for Dust Suppressant 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

10/11/2022

\_\_\_\_\_  
Date

**ATTEST:**



\_\_\_\_\_  
Laurie Leister  
Jefferson County Clerk



## Current Pricing

IFB 21-046/YS, Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms

Awarded: October 5, 2021

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	<del>\$42.00</del> \$45.57
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00	Elbeco #313 00	15 days ARO	Galls, LLC	<del>\$42.00</del> \$45.57
3	Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN	Elbeco #E320RM	15 days ARO	Galls, LLC	<del>\$40.00</del> \$43.40
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	<del>\$42.00</del> \$45.57
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	Elbeco #E9314LC	15 days ARO	Galls, LLC	<del>\$40.00</del> \$43.40
6	Galls Water Resistant Duty Jacket, mfg# JA477	Galls JA477	15 days ARO	Galls, LLC	<del>\$55.00</del> \$59.68
7	Liberty Lined Windbreaker, mfg# 560	Liberty #560	15 days ARO	Galls, LLC	<del>\$21.50</del> \$23.33
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	Liberty #586MFL	15 days ARO	Galls, LLC	<del>\$65.00</del> \$70.53
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	Neese #1650C	15 days ARO	Galls, LLC	<del>\$7.50</del> \$8.14
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	<del>\$36.75</del> \$39.87
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	<del>\$38.75</del> \$42.04
12	Dutyman Garrison Belt	Dutyman #1611U	15 days ARO	Galls, LLC	<del>\$19.00</del> \$20.62
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves	Hatch Gloves #KSG500	15 days ARO	Galls, LLC	<del>\$24.00</del> \$26.04
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2	Blackington #J2	15 days ARO	Galls, LLC	<del>\$11.00</del> \$11.94
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	Safariland #190	15 days ARO	Galls, LLC	<del>\$29.00</del> \$31.47

16	Handcuffs, Nickel, Peerless Model 700	Peerless #700	15 days ARO	Galls, LLC	<del>\$21.80</del> \$23.65
17	Handcuffs, Color-Plated, Peerless Model 750	Peerless #750	15 days ARO	Galls, LLC	<del>\$25.90</del> \$28.10
18	Leg Irons, Standard, Smith & Wesson 1900	Smith & Wesson 1900 Cuffs	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$32.00
19	One Man Restraint	Galls #RS130	15 days ARO	Galls, LLC	<del>\$18.00</del> \$19.53
20	Law Pro Premium Watch Cap, mfg# 425-6636	LawPro #425-6636	15 days ARO	Galls, LLC	<del>\$3.95</del> \$4.29
21	Propper Tactical Duty Belt, mfg# F560375001	Propper #F560375001	15 days ARO	Galls, LLC	<del>\$7.00</del> \$7.60
22	Blauer Stretch Adjustable Cap, mfg# 182-1	Blauer #182-1	15 days ARO	Galls, LLC	<del>\$9.75</del> \$10.58
23	Blauer Stretch Fitted Cap, mfg# 182	Grainger #21X171	5-15 days	Burgoon Co.	<del>\$10.00</del> \$10.38
24	Law Pro ½" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)	LawPro #QM4321N LawPro #QM4321G	15 days ARO	Galls, LLC	<del>\$4.75</del> \$5.15
25	5.11 Tactical Taclite Pro Pants, mfg# 74273	5.11 #74273	15 days ARO	Galls, LLC	<del>\$39.00</del> \$42.32
26	5.11 Tactical Taclite Pro Women's Ripstop Pants, mfg# 64360	5.11 #64360	15 days ARO	Galls, LLC	<del>\$39.00</del> \$42.32
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	Propper #F5252-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$32.95
28	Tru-Spec Women's 24-7 Series Original Tactical Pants	Propper #F5295-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$32.95
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	5.11 #48360	15 days ARO	Galls, LLC	<del>\$180.00</del> \$195.30
30A	Polo Shirt – Propper I.C.E. Performance Polo Shirt, Long-Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	<del>\$38.75</del> \$42.04
30B	Polo Shirt – Propper I.C.E. Performance Polo Shirt, Short-Sleeve, Men (mfg# F534172), Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	<del>\$36.75</del> \$39.87
30C	Polo Shirt – Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short-Sleeve Polo, Men (mfg# K5138)	Elbeco #K5171LC Elbeco #K5178LC Elbeco #5138	15 days ARO	Galls, LLC	<del>\$41.00</del> \$44.49

30D	Polo Shirt – Elbeco Women’s UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long-Sleeve Polo (mfg# K5151)	Elbeco #K5184LC Elbeco #K5151	15 days ARO	Galls, LLC	<del>\$44.00</del> \$47.74
31	Belt, Safariland 87	Safariland #87	15 days ARO	Galls, LLC	<del>\$51.60</del> \$55.99
32	Belt, Safariland 99	Grainger #36P264	5-15 days	Burgoon Co.	<del>\$11.15</del> \$11.38
33	5.11 Tactical Belt (59501)	5.11 #59501	15 days ARO	Galls, LLC	<del>\$30.00</del> \$32.55
34	Plain Black Handcuff Holder with Open Top for 2.25” Duty Belt, Safariland SAF-090-1-16)	Safariland #090-1-16	15 days ARO	Galls, LLC	<del>\$20.55</del> \$22.30
35	Baton Holder, Safariland, 26”, Expandable (SAF-35-F26-2)	Safariland #35-F26-2	15 days ARO	Galls, LLC	<del>\$23.55</del> \$25.55
36	Holser, Level III (Safariland 6360)	Safariland #6360	15 days ARO	Galls, LLC	<del>\$113.00</del> \$122.61
37	Double Magazine Holder (Safariland SAF-77-83-2)	Safariland #77-83-2	15 days ARO	Galls, LLC	<del>\$28.35</del> \$30.76
38	Open Top Double Magazine Holder (Safariland SAF-75-83-2)	Grainger #36P220	5-15 days	Burgoon Co.	<del>\$21.07</del> \$20.62
39	OC Spray Holder (Safariland SAF-38-4-2B)	Safariland #38-4-2B	15 days ARO	Galls, LLC	<del>\$22.90</del> \$24.85
40	Slotted Belt Keepers (Safariland SAF-63-2B)	Grainger #40N764	5-15 days	Burgoon Co.	<del>\$4.93</del> \$5.04
41	Traffic Vest (Vizguard S912)	Spiewak #S912	15 days ARO	Galls, LLC	<del>\$35.25</del> \$38.25
42	Red Cone Stinger (STL-75903)	Streamlight #75903	15 days ARO	Galls, LLC	<del>\$4.10</del> \$4.45
43	Stinger Flashlight Bulb (STL-75914)	Streamlight #75914	15 days ARO	Galls, LLC	<del>\$5.98</del> \$6.49
44	Stinger Flashlight Lens Kit (STL-765956)	Streamlight #765956	15 days ARO	Galls, LLC	<del>\$10.25</del> \$11.12
45	Singer DS LED-Polymer (STL-76113)	Streamlight #76113	15 days ARO	Galls, LLC	<del>\$99.00</del> \$107.42
46	ASP Baton, Black (ASP 52611)	ASP #52611	15 days ARO	Galls, LLC	<del>\$91.25</del> \$99.01
47	Belt Keepers (Safariland SAF-65-4-2B)	Safariland #65-4-2B	15 days ARO	Galls, LLC	<del>\$10.25</del> \$11.12
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	Elbeco #E9390LC	15 days ARO	Galls, LLC	<del>\$43.00</del> \$46.66
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	Elbeco #E390R 00029	15 days ARO	Galls, LLC	<del>\$43.00</del> \$46.66
50	Galls Women’s Agent LTC G-Tac Soft-Shell Jacket (mfg# JA1312)	Galls #JA1312	15 days ARO	Galls, LLC	<del>\$42.00</del> \$45.57
51	Galls Agent LTC G-Tac Soft-Shell Jacket (mfg# JX778)	Galls #JX778	15 days ARO	Galls, LLC	<del>\$42.00</del> \$45.57

52	Propper Tac U Combat Shirt (mfg# 541738330)	Propper	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$37.50
53	Propper Women's Kinetic Pant (mfg# F52594)	Propper #F52594	15 days ARO	Galls, LLC	<del>\$38.00</del> \$41.23
54	Propper Men's Kinetic Pant (mfg# F52944)	Propper #f52944	15 days ARO	Galls, LLC	<del>\$38.00</del> \$41.23
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	5.11 #89098	15 days ARO	Galls, LLC	<del>\$7.50</del> \$8.14
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	Grainger #48TK04	5-15 days	Burgoon Co.	<del>\$84.69</del> \$93.36
57	Blauer Polyester Armorskin XP (mfg# 8370XP)	Blauer #8370CXP	15 days ARO	Galls, LLC	<del>\$79.00</del> \$85.72
58	Streamlight Stinger Battery NiMH (STL-75375)	Grainger #11U132	5-15 days	Burgoon Co.	<del>\$13.87</del> \$15.23
59	Holster Level III (Safariland 7360)	Sarariland 7360	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$119.96
60	Richardson Call Cap (PTS30)	Richardson #PTS30	15 days ARO	Galls, LLC	<del>\$9.75</del> \$10.58
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	Elbeco #UVS102	15 days ARO	Galls, LLC	<del>\$39.00</del> \$42.32
62	Elbeco Ladies Choice Short-Sleeve Undervest Shirt (mfg# UVS104)	Elbeco #UVS104	15 days ARO	Galls, LLC	<del>\$39.00</del> \$42.32
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)	Elbeco #UVS1171	15 days ARO	Galls, LLC	<del>\$39.00</del> \$42.32
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)	Elbeco #UVS103	15 days ARO	Galls, LLC	<del>\$42.00</del> \$45.57
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	5.11 #72074	15 days ARO	Galls, LLC	<del>\$65.00</del> \$70.53
66	5.11 Tactical Men's Short-Sleeve Class A Stryke PDU Shirt (mfg# 71037)	5.11 #71037	15 days ARO	Galls, LLC	<del>\$58.00</del> \$62.93
67	5.11 Tactical Taclite PDU Class B Pant (mfg# 74371)	5.11 #74371	15 days ARO	Galls, LLC	<del>\$45.00</del> \$48.83
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	Propper #F52955	15 days ARO	Galls, LLC	<del>\$30.00</del> \$32.55
69	5.11 Tactical Apex Pants (mfg# 74434)	5.11 #74434	15 days ARO	Galls, LLC	<del>\$55.00</del> \$59.68
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244-64446)	Grainger #488J97	5-15 days	Burgoon Co.	<del>\$51.23</del> \$52.24
71	5.11 Tactical Stryke Pants with Flexnac (mfg# 74369)	5.11 #74369	15 days ARO	Galls, LLC	<del>\$56.00</del> \$60.76
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	5.11 #64386	15 days ARO	Galls, LLC	<del>\$56.00</del> \$60.76

73	Propper Summer Weight Long-Sleeve Tactical Shirt (mfg# F53463C001)	Propper #F53463C001	15 days ARO	Galls, LLC	<del>\$35.00</del> \$37.98
74	Propper Summer Weight Short-Sleeve Tactical Shirt (mfg#F53743C001)	Propper #F53743C001	15 days ARO	Galls, LLC	<del>\$34.00</del> \$36.89
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	5.11 #58718	15 days ARO	Galls, LLC	<del>\$17.50</del> \$18.99
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	5.11 #58713	15 days ARO	Galls, LLC	<del>\$20.75</del> \$22.51
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	5.11 #56424	15 days ARO	Galls, LLC	<del>\$18.50</del> \$20.07
78	5.11 Tactical Taclite 11" Shorts (mfg# 73308)	5.11 #73308	15 days ARO	Galls, LLC	<del>\$35.00</del> \$37.98
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	5.11 #71340	15 days ARO	Galls, LLC	<del>\$41.50</del> \$45.03
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	Eddie Bauer #EB602	15 days ARO	Galls, LLC	<del>\$39.00</del> \$42.32
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)	Law Pro #SW1825	15 days ARO	Galls, LLC	<del>\$32.00</del> \$34.72
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	Law Pro #SW1824	15 days ARO	Galls, LLC	<del>\$29.00</del> \$31.47
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)	Blauer #8143	15 days ARO	Galls, LLC	<del>\$62.00</del> \$67.27
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	Blauer #8133	15 days ARO	Galls, LLC	<del>\$49.00</del> \$53.17
					<b>Percent Discount</b>
85	Additional Items				Galls, LLC - <del>45%</del> 16% TND Workwear Co., LLC - 15% in store
86	Ballistic Vest				Galls, LLC - <del>45%</del> 49% TND Workwear Co., LLC - \$815.95 (total cost, Point Blank B21- 1)

**Burgoon Company**  
PO Box 290  
Texas City TX 77592  
attn: Dean Hamil  
[dhamil@burgooncompany.com](mailto:dhamil@burgooncompany.com)  
ph: 281-380-3900

**Galls, LLC**  
13040 Russell Cave Road  
Lexington KY 40505  
attn: David Adams  
[bidreview@galls.com](mailto:bidreview@galls.com)  
ph: 858-787-0428

**TND Workwear Co., LLC**  
5550 Eastex Freeway, Suite L  
Beaumont TX 77708  
attn: Tony Cervantes  
[tony@tndworkwear.com](mailto:tony@tndworkwear.com)  
ph: 409-892-7836

# CONTRACT RENEWAL FOR IFB 21-046/YS TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW ENFORCEMENT AND CORRECTIONS EQUIPMENT AND UNIFORMS

The County entered into a contract with TND Workwear Co., LLC for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from October 4, 2022 to October 3, 2023.

ATTEST:

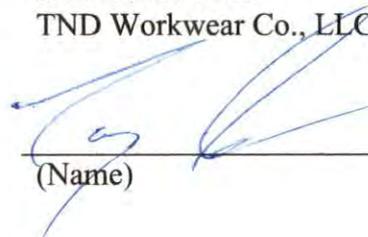
JEFFERSON COUNTY, TEXAS

  
10-11-2022  
Laurie Leister, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
TND Workwear Co., LLC

  
(Name)

**CONTRACT RENEWAL FOR IFB 21-046/YS  
TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW  
ENFORCEMENT AND CORRECTIONS EQUIPMENT AND  
UNIFORMS**

The County entered into a contract with Burgoon Company for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from October 4, 2022 to October 3, 2023.

ATTEST:

JEFFERSON COUNTY, TEXAS

*Laurie Leister* 10-11-2022  
Laurie Leister, County Clerk

*Jeff Branick*  
Jeff Branick, County Judge



CONTRACTOR:  
Burgoon Company

*Dean Hamil*  
\_\_\_\_\_  
(Name)

**Jefferson County Purchasing Department**  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

9/20/2022

Dear valued customer:

This letter serves as a notice regarding a recent change in the pricing at Burgoon Company. Based on the current economic situation, Burgoon Company has increased our prices. Our price increase allows us to continue to provide best value for our customers.

Please contact your sales representative with any questions or concerns.

We are grateful for your continued business and look forward to providing your MRO and Safety supplies needs in the future.

Regards,

**Dean Hamil**  
*Burgoon Company Account Manager*  
[dhamil@burgooncompany.com](mailto:dhamil@burgooncompany.com)  
Ph: 409-795-4171

Donna Hanson  
President/Owner

Reliable Supplies &  
Equipment  
MRO/Industrial  
Safety  
Laboratory  
Sourcing

Added Value  
Order Management  
Fast Turnaround  
Invoicing  
Problem Resolution  
Purchase Sourcing

Customer Service Available Mon-Fri 8am-5pm<sup>CS</sup>



# BLS Data Viewer

FormatLink

Time Period: Start Year: 2020 End Year: 2022

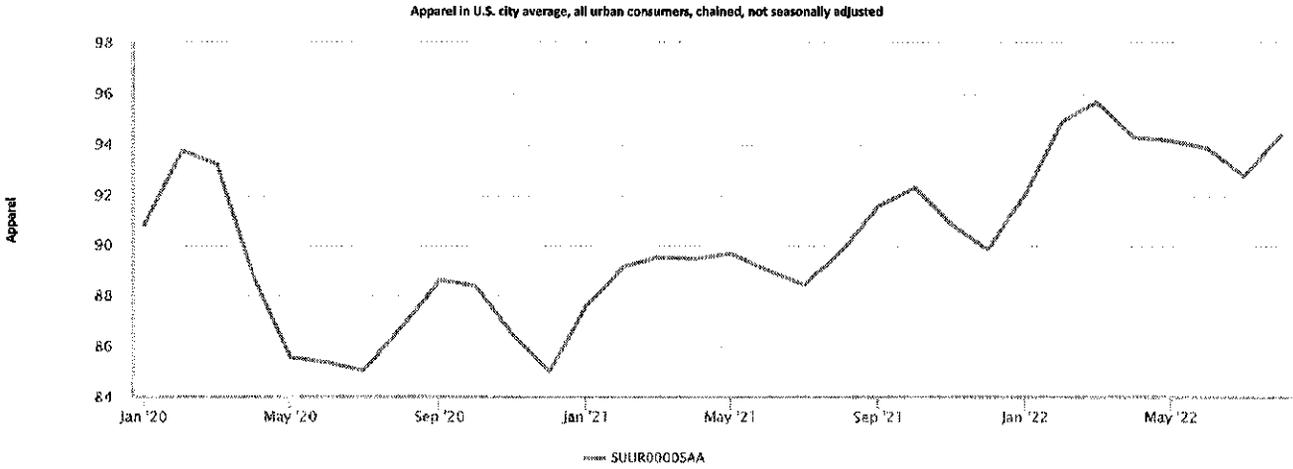
**Net Monthly Changes:**

- 1-Month Net Change
- 3-Month Net Change
- 6-Month Net Change
- 12-Month Net Change

**Percent Monthly Changes:**

- 1-Month % Change
- 3-Month % Change
- 6-Month % Change
- 12-Month % Change

Update



Click and drag in the plot area to zoom in. Hover over chart to view data. Source: U.S. Bureau of Labor Statistics.



Data extracted on: Sep 28, 2022 (4:26:04 PM)

**Chained CPI for All Urban Consumers, U.S. city average (C-CPI-U)**

**Series Title** : Apparel in U.S. city average, all urban consumers, chained, not seasonally adjusted  
**Series ID** : SUUR0005AA  
**Seasonality** : Not Seasonally Adjusted  
**Survey Name** : Chained CPI for All Urban Consumers, U.S. city average (C-CPI-U)  
**Measure Data Type** : Apparel  
**Area** : U.S. city average  
**Item** : Apparel

**Latest Observation:**

August 2022

**94.368**

**Jan 2020 - Aug 2022**

Minimum Value: December 2020  
85.004

Maximum Value: March 2022  
95.664

**Data Availability:**

1999 - 2022

XLSX

CSV

Year	Period	Label	Value
2020	M01	2020 Jan	90.816
2020	M02	2020 Feb	93.733
2020	M03	2020 Mar	93.199
2020	M04	2020 Apr	88.662
2020	M05	2020 May	85.569
2020	M06	2020 Jun	85.365

**Footnotes**

- (U) Interim
- (I) Initial

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200 Telecommunications Relay Service:7-1-1 [www.bls.gov](http://www.bls.gov) [Contact Us](#)



100 Grainger Parkway  
Lake Forest, IL 60045-5201  
Tel: 847.535.1000  
Fax: 847.535.9243  
[www.grainger.com](http://www.grainger.com)

October 3, 2022

Burgoon Company  
2701 Palmer Hwy  
Texas City, TX 77590  
Attn: Dean Hamil

RE: Notice of W.W. Grainger, Inc. ("Grainger) Texas Multi-Award Schedule (TXMAS) Supplier  
Contract TXMAS-18-51V06 Price Increases

Dear Dean:

In response to your request for additional information to document the effect that rising product and supply chain costs are having on product pricing and in support of our TXMAS product price adjustment, the following information is provided.

Grainger, like all distributors, incur cost and cost increases from suppliers, manufactures and logistic carriers that impact the landed cost of product sold. Product price increases applied by Grainger are attributed to various elements that when combined, impact a product's overall cost. These elements include, but are not limited to inflation, freight, labor, increased demand, and global supply chain challenges. Government surcharges such as tariffs also negatively impact product pricing.

The price point at which Grainger sells product is based on all elements noted here and not, for example, on a manufacturer list price. Due to confidentiality agreements with our various sources of supply, the elements they include in their pricing methodology are considered confidential and not releasable to Grainger or third parties.

Grainger remains committed to minimizing any price increase and does so by negotiating with suppliers, leveraging the significant MRO volume spend by our extensive customer base. We also remain committed to providing market competitive pricing that is aligned with our business value proposition.

Please do not hesitate to contact me with questions.

Sincerely,

*Eric Halverson*

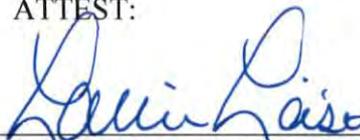
Eric Halverson  
Sr. Channel Business Manager  
[eric.halverson@grainger.com](mailto:eric.halverson@grainger.com)  
682.218.9229

**CONTRACT RENEWAL FOR IFB 21-046/YS  
TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW  
ENFORCEMENT AND CORRECTIONS EQUIPMENT AND  
UNIFORMS**

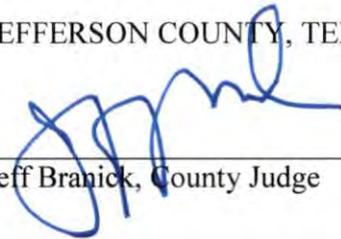
The County entered into a contract with Galls, LLC for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from October 4, 2022 to October 3, 2023.

ATTEST:

  
10-11-2022  
Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Galls, LLC

  
(Name)



1340 Russell Cave Road  
Lexington, KY 40505

09/06/2022

*Via electronic mail*

Jefferson County  
Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor,  
Beaumont Texas 77701

Re: Renewal and Price Increase for Jefferson County - Sherriff and Corrections Uniforms and Equipment - IFB 21 -046YS

Dear Yea-Mei Sauer,

Due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a price increase on the affected goods and services provided by Galls on the Contract: for Jefferson County - Sherriff and Corrections Uniforms and Equipment - IFB 21 -046YS

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed is an updated pricing schedule detailing the increase.

This request is in accordance with the Contract and if approved will take effect on the renewal date or earliest effective date per the contract terms. If you have any questions, please contact Yves Murhula at [murhula-yves@galls.com](mailto:murhula-yves@galls.com) address or 859-800-1054.

We appreciate your attention to this important matter.

Regards,

Yves Murhula  
Contract Management Specialist  
Galls, LLC

Enclosure: CPI/PPI/Mfg. Letters/ Updated Pricelist



1340 Russell Cave Road  
Lexington, KY 40505

July 1, 2021

To Our Valued Partner,

While the United States reaches near 70% adults vaccinated, Covid-19 continues to play a critical role and challenge to Galls' supply chain. The majority of our import countries still have adult vaccination rates less than 50% and some less than 10% posing other challenges for on time deliveries while operating below full capacity for safe measures.

Our Private Label brands (Galls, LawPro, DutyPro and Dyna Med) are being impacted by significant increases in raw materials, labor, and freight rates. As we offer a vast assortment of products, you will see price impacts ranging from +8-10% for most products, some metal products have increased more significantly due to greater raw material surges.

While Galls is not immune to these outside effects, we have positioned our inventory levels to provide continuity of product availability. With many of our import suppliers, we are within the top-tier of spend in their networks and can continue to use our buying power to negotiate the best pricing and prioritization of goods.

We have worked relentlessly to adapt to these unprecedented market conditions to service our customers, however we cannot overcome every hurdle alone. We seek your partnership and understanding in the upcoming price changes from Galls. Your support allows us to continue to invest in our people and our service commitment to you.

We appreciate your continued business and support.

Sincerely,

A handwritten signature in cursive script that reads 'Jim Dugan'.

Jim Dugan  
Chief Revenue Officer



1340 Russell Cave Rd  
Lexington, KY 40505  
[www.galls.com](http://www.galls.com)

Friday, November 19, 2021

Dear Customer,

This historic inflationary environment continues to put significant pressure on Galls business. Despite our best efforts to absorb all of these cost increases the continuing pressures has left us little choice but to pass at least some of these costs to our customers. We are being assailed from all sides, but particularly in three areas. Freight expense, labor expense and ongoing increases from suppliers.

#### FREIGHT EXPENSE

- The Covid-19 pandemic has driven a **long-lasting surge** in transportation costs, putting pressure on many businesses already confronting higher wages and raw-material prices. Experts are saying they expect elevated freight costs stretching into 2023.
- **Parcel Freight** – FedEx, UPS, and the US Postal Service have already announced record high price increases for 2022. Overall when factoring in the 4.9% rate increase and all other surcharge increases including the COVID surcharges, parcel freight costs are up 8% in 2021
- **Ocean Freight** – Container prices have skyrocketed in 2021, up 300-400% on the low end and as high as 1000%+ on the high end.
- **Truck Freight** – Truckload costs are up 28.5% in 2021 and Less than Truckload (LTL) costs are up 9.1%.
- **Fuel Costs** – All freight costs are further impacted by the rising cost of Diesel Fuel. Diesel fuel is up 20%+ in 2021 and recently reached the highest levels since 2014. Fuel Surcharges have basically doubled for all modes; for Parcel freight this represents an additional 5% increase in cost on top of rate increased described above.

#### LABOR EXPENSE

- The ongoing pandemic coupled with a lack of job applicants has caused labor rates to soar. Our distribution center wages have risen over 50 percent in the last six months as we try to keep pace with the job market to stay fully staffed and attract strong talent.

#### SUPPLIER INCREASES

- The number and size of increases being passed along from our suppliers is at an unprecedented level. Manufacturers of everything from uniforms to tactical pants to boots to duty belts are all passing on increases and at levels never seen before, in many cases double digits.

Thank you,

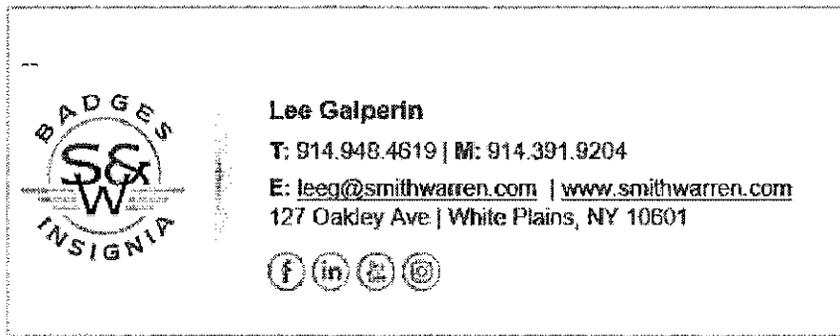
A handwritten signature in black ink that appears to read 'Mike Fadden'.

Mike Fadden, CEO

**CPI for All Urban Consumers (CPI-U)  
12-Month Percent Change**

Series Id: CUUR0000SA0  
 Not Seasonally Adjusted  
 Series Title: All items in U.S. city average, all urban consumers, not  
 Area: U.S. city average  
 Item: All items  
 Base Period: 1982-84=100  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.3	1.8
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.1	1.5
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.5	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5						8.3	



Dear Galls Team,

I am writing to you today to inform you of a price increase effective March 1, 2022. Our continuing efforts to improve productivity and efficiency have been outpaced by recent sharp increases in the cost of raw materials, labor and other direct product costs. This general price increase will allow us to continue to provide the high level of service, quality, and reliability that our customers expect.

The general price for manufactured products is 10%. Notable exceptions to this are:

- Service Award (Commendation) Bars: 0% (no increase)
- Service Award Bar Holders: 8%
- Leather Accessories: 5%
- Medals: 5%

We are asked often about the impact of high demand, supply shortages, and a tight labor market on production schedules and the customer experience. While we have been faced with challenges, we have been able to adapt to them effectively thus far. We are making investments in equipment, technology, and people to make sure that we can continue offering the quality and service our customers expect. We have not experienced any significant production delays throughout the past 2 years and fully intend to continue the same level of service.

We appreciate your business and look forward to the continued partnership

**Lee Galperin, President**

T: 914.948.4619 E: [LeeG@smithwarren.com](mailto:LeeG@smithwarren.com)

127 Oakley Ave | White Plains, NY 10601 [www.smithwarren.com](http://www.smithwarren.com)

Safariland, LLC

13386 International Parkway  
Jacksonville, FL 32218  
904-741-5400

December 29, 2021

Re: Price Increase

Dear Valued Distributor,

As you are aware, volatility and inflation in the global economy continue to impact businesses everywhere and have resulted in significant increases in the cost of raw materials, labor and logistics. While we are working diligently to minimize the impact on our customers by partnering with suppliers and improving our own efficiencies, we are unfortunately not immune to these pressures.

As a result, we issued new pricing along with our 2022 programs that include price increases across all product lines. Most of the increases range from 3-6% however, some specific products may be impacted even more due to specific circumstances or supply chain challenges.

We value your support as we work to minimize these impacts but remain committed to producing products of uncompromising quality in order to keep our first responders safe. Should you have any questions, please feel free to contact our Account Manager or Regional Sales Director.

Regards,



Nick Gorsky  
Vice President – US Sales



17 Research Park Drive  
St. Charles, MO 63304  
PROPPER.COM

January 5, 2022

GALLS  
1340 Russell Cave Road  
Lexington, KY 40505

Effective January 1, 2022 PROPPER incurred price increases across an array of products due to global cost increases in fabric, trim and transportation. Noted below is the increase percentage at a category level.

- Bottoms: 8%
  
- Woven Tops: 10%
  
- Knit Tops: 10%
  
- Outerwear: 5%
  
- Footwear: 8%
  
- Bags & Accessories: 5%

Propper continues to be dedicated to being a leading producer of tactical military gear & apparel known for the highest quality standards of quality, value, cost competitiveness and innovation.

Robert Brin  
Senior Vice President of Sales  
Propper International Sales, Inc.

# Peerless® Handcuff Company

181 Doty Circle, West Springfield, MA 01089 USA – 800-732-3705 – info@peerless.net – www.peerless.net

February 10, 2022

RE: 2022 Pricing – Effective March 1, 2022

Dear Valued Customer,

We trust your 2022 is off to a strong start. We would like to thank you for your continuous support of Peerless Handcuff Company products.

Please find enclosed new pricing effective March 1, 2022. We regret having to raise prices during these challenging economic times. Unfortunately, we can no longer absorb the rising costs associated with the manufacturing of our products. We have done our best to keep the increase as low as possible. The increase varies on each product with the average increase at 11%.

All current “in house” orders will be billed per our previous price schedule. We agree to honor preexisting contract pricing per approved terms. Orders received on or after March 1, 2022 will be billed at the new rate.

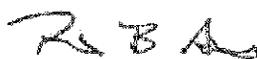
Printed copies of the new pricing and/or product brochures are available. If you would like to receive either, please contact the Peerless office.

If you have any questions or concerns, please feel free to contact Chris or Peter.

Thank you,



Chris Gill  
President



Peter B. Gill  
Vice President



To whom it may concern:

2021 and the first quarter of 2022 have been a moving target regarding both garment costs & production shipping times.

We have done everything possible to minimize increases across the board. Due to increases in labor, piece goods & trimmings and freight charges (both ocean and domestic trucking), we are forced to publish the largest increase in our 35 year history. Many years ago there were times that we had no increase at all for several years in a row.

Liberty Uniform Mfg. absorbed all increases in our costs to help our customers and did not have an increase for the 12 month period between March 2021 and March 2022. We ask for your understanding and cooperation at this time.

2022 Price Increases:

Style 546MNV Double Breasted Blouse Coat: 6.11% Increase

Style 560 Coaches Jackets (All Colors): 5.88% Increase

Style 566MFL Polar Parka: 7.69% Increase

Style 575MFL 3-in-1 Jacket: 7.17% Increase

Style 586MFL Reversible Rain Coat: 8.57% Increase

Style 587MFL Reversible Rain Jacket: 8.46% Increase

Style 722MNV Poly/Cotton Navy L/S Shirt: 2.59% Increase

Style 722MPB Poly/Cotton Police Blue L/S Shirt: 2.65% Increase

Style 722MWH Poly/Cotton White L/S Shirt: 4.46% Increase

Style 732MNV Poly/Cotton Navy S/S Shirt: 2.61% Increase

732MPB Poly/Cotton Police Blue S/S Shirt: 2.68% Increase

732MWH Poly/Cotton White S/S Shirt: 4.26% Increase

761 Polyester L/S Shirts (All Colors): 3.38% Increase

771 Polyester S/S Shirts (All Colors): 3.09% Increase

**LIBERTY UNIFORM MFG. CO., INC.**  
**710 John Dodd Road • Spartanburg, SC 29303**  
**Tel: (864) 208-4440 • Fax: (864) 208-4444**



January 17, 2022

Galls Inc  
1340 Russell Cave Rd  
Lexington, KY 40505

To Whom It May Concern:

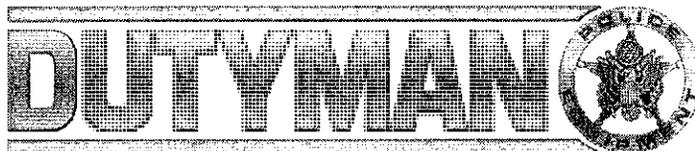
In regards to the Gall's pricing, please note that there will be an average increase of 4-9% on the Stock Galls Pricing contract, 651734 for the year 2022. These increases were directly related to higher costs of material, freight and labor.

If you would have any questions, please feel free to contact the VP of Sales and Marketing, David Burnette at [dburnette@elbeco.com](mailto:dburnette@elbeco.com).

Thank you for your valued business.

Sincerely,

Samantha Brady  
Special Programs and Pricing Manager



6460 CAMINO REAL \* P.O. BOX 39 \* MAXWELL, TX 78656  
Phone (512) 357-2968 TOLL FREE FAX 800 836-7291

July 6, 2022

Re: Price increase

To: Galls  
1340 Russell Cave Rd.  
Lexington, KY 40505

Dutyman, Inc. will be having a price increase of 6% on most of our items effective September 1, 2022. This is the first price increase we have had since June of 2019.

If you have any questions, please call me at the above number.

Thank you,

Dennis J. Ross  
Company Manager  
Dutyman, Inc.



December 7, 2021

To Whom It May Concern:

Blauer has instituted an average price increase of 7% across our product line effective January 1, 2022 through June 30, 2022. This price increase is larger than typical and is necessary to cover increases in material and labor costs related to supply chain disruptions caused by the COVID-19 pandemic.

Respectfully,

A handwritten signature in black ink that reads "Thomas W. Ames". The signature is fluid and cursive, with a long horizontal stroke at the end.

Thomas W. Ames  
[tames@blauer.com](mailto:tames@blauer.com)  
Vice President  
Marketing & Business Development  
617-648-4245



1125 Hayes Industrial Drive • Marietta, GA 30062-2428  
PH: 800.241.9414 or 770.427.1334  
FAX: 770.427.9011 • [www.atlanco.com](http://www.atlanco.com)

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January 14, 2022

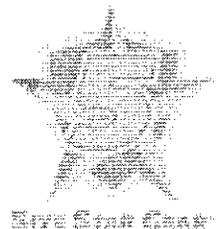
Ms. Tabitha Huston  
1340 Russell Cave Road  
Lexington, KY 40505

Dear Ms. Huston

This letter is to inform you that Atlenco, makers of the TRU-SPEC® and Five Star Gear® brands that we do not anticipate any price increases during the 2022 calendar year. If Atlenco gets an unexcepted increase that we must pass on to Galls, we'll provide a 90 notice in writing of the increases.

Respectfully,

Wayne Stone  
Regional Sales Manager  
[wstone@atlanco.com](mailto:wstone@atlanco.com)





**5.11 Ops Center**  
3201 N. Airport Way  
Manteca, CA 95336 USA  
866.451.1726, 209.527.4511

---

February 21, 2022

To Our Valued Customers,

First and foremost, thank you for your business. We appreciate you choosing 5.11 as your partner when it comes to purpose-built apparel, footwear and gear.

As you may have seen in the media and are experiencing in your own business and daily lives, Covid-19 continues to create havoc on global supply chains, resulting in unprecedented cost increases in raw materials, labor, and transportation. Even as 5.11 has adapted its operations to mitigate against this extraordinary macro reality, we are not immune to inflation on all elements of our cost basis. As a result, 5.11 is compelled to modify our Wholesale, MAP and MSRP pricing effective April 21, 2022.

On average, 5.11's price increases for Spring 2022 are 5%, but some products have increased upwards of 7% or 8% depending on the specific inflationary impact to the cost basis in order to produce and receive that product.

Through it all, 5.11 remains committed to providing industry-leading technical solutions and innovations to our customers and end-users. These price changes are needed to keep our partnerships healthy moving forward, and to continue to offer products that exceed the rigorous standards of tactical professionals and technical enthusiasts worldwide.

We remain grateful your business and thank you for your continued support.

With appreciation,

A handwritten signature in black ink, appearing to read "Francisco J. Morales", written over a horizontal line.

Francisco J. Morales  
CEO, 5.11 Inc.

**CONTRACT RENEWAL FOR IFB 11-054/JW  
TERM CONTRACT FOR SNACK AND DRINK VENDING  
MACHINES FOR JEFFERSON COUNTY**

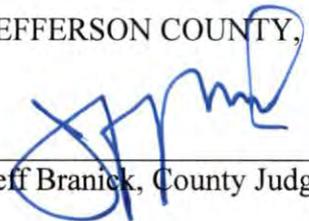
The County entered into a contract with John Paul's Food Service for one (1) year, from December 5, 2011 to December 4, 2012, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth one-year option to renew the contract for one (1) additional year from November 23, 2022 to November 22, 2023.

ATTEST:

  
\_\_\_\_\_  
Carolyn L. Guidry, County Clerk  
Laurie Heister 10-11-2022

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
John Paul's Food Service, LLC

  
\_\_\_\_\_  
(Name)



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

### IFB 11-054/AW

## Term Contract for Snack and Drink Vending Machines for Jefferson County

**Awarded: December 5, 2011**

**Renewal 1:** 11/26/2019-11/25/2020

**Renewal 2:** 11/25/2020-11/24/2021

**Renewal 3:** 11/24/2021-11/23/2022

Updated 2/8/2022

### Current Pricing

Product Category	Vend Price	Commission
12 oz. Soft Drink	1.00	2%
16 oz. Soft Drink	1.50	2%
20 oz. Soft Drink	2.00	2%
20 oz. Bottled Water	1.75 2.00	2%
20 oz. Gatorade	2.00	2%
Orange juice	2.00	2%
16 oz. Canned Energy Drink	3.00 2.50	2%
Vitamin Water	2.00	2%
Small Candy	1.00	2%
Chocolate Candy	1.50	2%
Chips – large bag	1.50	2%
Chips – small bag	1.00	2%
Pastry	1.50	2%
Crackers	0.75	2%
Guaranteed minimum on all products	1,200.00	2%

### **John Paul's Food Service, LLC**

6625 Knollwood Drive

Beaumont TX 77706

Attn: David Brack

Phone: 409-454-5171

Fax: 409-860-9769

johnpaulscafe@aol.com

**CONTRACT RENEWAL FOR IFB 19-056/YS  
TERM CONTRACT FOR GRAY LIMESTONE (COMMONLY  
REFERRED TO AS 610 BASE) FOR JEFFERSON COUNTY**

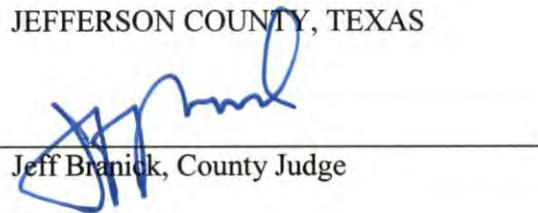
The County entered into a contract with Gulf Coast, a CRH Company for one (1) year, from November 19, 2018 to November 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 15, 2022 to November 14, 2023.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Laurie Leister, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Gulf Coast, a CRH Company

  
(Name) Scott Blanchard, Assistant Secretary

**CURRENT PRICING**

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Awarded: November 19, 2019

Renewal 1: 11/18/2020-11/17/2021

Renewal 2: 11/16/2021 – 11/15/2022

updated: 8/2/2022

A. Gray Limestone Base - delivered from vendor's hopper to job site.	Gulf Coast, a CRH Company		Knife River Corporation - South	
	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	<del>\$36.75</del> \$50.00	<del>\$36.75</del> \$50.00		No Bid
2. 11 – 20 miles	<del>\$39.45</del> \$52.00	<del>\$36.75</del> \$52.00		No Bid
3. 21 – 30 miles	<del>\$42.60</del> \$54.00	<del>\$37.75</del> \$54.00		No Bid
4. 31 + miles	<del>\$44.95</del> \$57.00	<del>\$39.75</del> \$57.00		No Bid

B. Hopper Pick Up	Gulf Coast, a CRH Company		Knife River Corporation – South	
	Address	Price per ton	Address	Price per ton
1. Beaumont	860 Pine Street	<del>\$31.75</del> \$42.00		
2. Port Neches				
3. Port Arthur				
4. Other			Bridge City	<del>\$38.00</del> \$45.00
5. Other				
Hours of Hopper Operation	Mon-Fri, 7am - 4 pm			
Loose weight in lbs/cy	2500 lbs/cy			

Gulf Coast, a CRH Company  
 PO Box 20779  
 Beaumont TX 77720  
 attn: Brian Miller  
[Brian.Miller@gc-texas.com](mailto:Brian.Miller@gc-texas.com)  
 ph: 409-284-2600

Knife River Corporation - South  
 PO Box 20257  
 Beaumont TX 77720  
 attn: Toby C. Burns  
[toby.burns@kniferiver.com](mailto:toby.burns@kniferiver.com)  
 ph: 409-842-9393



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4285 ROMEDA ROAD BEAUMONT, TEXAS 77705 PHONE: 409-981-7600

October 3, 2022

Deborah L. Clark  
Purchasing Agent  
Jefferson County Purchasing  
RE (IFB 19-056/YS Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Due to the current fuel price increases and the historic supply chain constraints, Knife River Corporation – South can no longer offer this material. Once this material comes back into stock and the updated cost are received from our vendor.

Thank you for this opportunity.

Toby Burns  
General Manager  
Knife River Corporation – South

Cc  
file



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, County Purchasing Agent*

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

## CURRENT PRICING

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Awarded: November 19, 2019

Renewal 1: 11/18/2020-11/17/2021

Renewal 2: 11/16/2021 – 11/15/2022

updated: 8/2/2022

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Gulf Coast, a CRH Company  
PO Box 20779  
Beaumont TX 77720  
attn: Brian Miller  
[Brian.Miller@gc-texas.com](mailto:Brian.Miller@gc-texas.com)  
ph: 409-284-2600

Knife River Corporation – South  
PO Box 20257  
Beaumont TX 77720  
attn: Toby C. Burns  
[toby.burns@kniferiver.com](mailto:toby.burns@kniferiver.com)  
ph: 409-842-9393



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 – FMA 2022

**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 (based on a 50-home elevation project to be developed):
  - Gather data and coordinate with the County to advise on grants at their discretion
  - Provide progress reports on hours worked
  - Coordinate and reach out to homeowners
  - Compile data and perform benefit cost analysis as needed
  - Complete project applications for FMA grants
  - Compile data needed to fulfill FEMA requests for information
  - Homeowner outreach and follow-up on project status

**Payment Basis:** Rates will be reimbursed in accordance with Attachment 1. The estimated costs are as follows:

Position	Rate	Hours	Cost Per Position
Project Manager	\$255.00	24	\$6,120.00
Subject Matter Expert	\$185.00	97	\$17,945.00
Consultant	\$165.00	218	\$35,970.00
Hours Subtotal		339.00	\$60,035.00
<b>Total Estimated NTE</b>			<b>\$60,035.00</b>



**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 **\$60,035.00**. 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**

<b>Hazard Mitigation Assistance</b>	
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.



Texas Gulf Coast  
915 Richmond Parkway  
Richmond, TX 77469  
832.595.0663  
[www.ducks.org](http://www.ducks.org)

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Based on a proposal made to Ducks Unlimited, Inc. by Rigid Constructors LLC on September 29<sup>th</sup> 2022 - Ducks Unlimited, Inc. will facilitate the contract associated with the removal of the existing, outdated, dilapidated saltwater barrier/pier type structure located in the Keith Lake Fish Pass Cut adjacent to the State Highway 87 bridge for a lump sum cost of \$178,000.00. The existing structure is approximately 200 linear feet and is composed of a timber pile supported pre-cast concrete deck. Two drowning fatalities have occurred at this structure in the past months and the Jefferson County Court is seeking to have the structure removed. The concrete decking shall be removed from the timber support piles. The timber support piles will be removed in their entirety or cut at the mud line in a manner that shall not hinder navigation. All existing materials will be hauled off site by the contractor at the time of project completion. This work will be performed in approximately the next two weeks from date of Jefferson County court approval to reimburse DU for necessary monies to perform the emergency removal action.

Carter A. Coleman P.E.  
Regional Engineer  
832-595-0663  
[ccoleman@ducks.org](mailto:ccoleman@ducks.org)

## UNIT PRICE AGREEMENT

Project Name: McFaddin NWR – Wild Cow Levee Restoration  
 Contract No. DU-TX-36-14

THIS AGREEMENT made in duplicate on the 24 day of March, 2022

BETWEEN: Ducks Unlimited, Inc. (hereinafter called the "Corporation"),

AND

Rigid Constructors, LLC (hereinafter called the "Contractor"). WITNESSETH that in consideration of the following the Corporation and Contractor agree as follows:

1. **THE WORK:** The Contractor hereby tenders and agrees to perform the following items of work, as described herein, in a good and workmanlike manner and in accordance with the attached Contract Documents.

The work consists of the Base Bid as shown in the Bid Form.

The Contractor shall commence immediately after the issuance of NOTICE TO PROCEED; and complete same, as verified by the Corporation or its Engineer, 120 days after issuance of NOTICE TO PROCEED.

2. **CONTRACT DOCUMENTS:** The following is an exact list of the attached Contract Documents referred to in Paragraph 1 hereof, which documents form part of and are to be read in conjunction with this Agreement.

<u>TITLE</u>	<u>FORM NUMBER</u>	<u>NO. OF PAGES</u>
Construction Plans:	<u>DU-TX-36-14</u>	<u>1 – 24</u>
General Conditions:	<u>101</u>	<u>22</u>
Supplemental Conditions:	<u>102</u>	<u>18</u>
Special Provisions	<u>103</u>	<u>2</u>
Construction Specifications:	<u>201-208, 210, 211, 411, 801</u>	<u>40</u>

**Specifications:**

- 101 GENERAL CONDITIONS
- 102 SUPPLEMENTAL CONDITIONS
- 103 SPECIAL PROVISIONS
- 201 MOBILIZATION
- 202 SITE PREPARATION
- 203 EXCAVATION
- 204 LEVEE RESTORATION (EMBANKMENT)
- 205 WATER CONTROL
- 206 WATER CONTROL STRUCTURE
- 207 HDPE PIPE
- 208 CAST-IN-PLACE CONCRETE
- 210 SEEDING AND MULCHING
- 211 POLLUTION CONTROL
- 411 TIMBER STRUCTURES
- 801 BULKHEAD

3. **PAYMENT:** The Corporation shall pay the Contractor in accordance with the attached Schedule of Prices, for those items of work actually performed. As a condition precedent to the making of any payments, the Engineer shall verify the work is actually done. All payments shall be subject to any and all applicable federal legislation relating to the work performed, and to the Contract Documents.
4. **ADDRESSES FOR NOTICES:** All communications and notices between the parties shall be directed to the following addresses:

The Corporation at One Waterfowl Way, Memphis, TN 38120

The Contractor at 3861 Ambassador Caffery Pkwy Suite 175, Lafayette LA 70503

The Engineer at 915 Richmond Parkway, Richmond, TX 77469

5. This Agreement, together with the Standard Bid Form and all items listed in Paragraph 2, attached hereto or referred herein, constitutes the entire Contract between the parties.
6. This Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized representatives in that behalf, the day and year first above written.

Rigid Constructors, LLC

Robert M. Sarver

Cody Fortier

Robert M. Sarver  
(Witness)

[Signature]  
(Contractor)

DUCKS UNLIMITED, INC.

[Signature]  
(Witness)

Per: Karen Waldrop  
(Chief Conversation Officer)

FOR COMPANY USE ONLY

Approved: Bill [Signature]  
(Director of Engineering)

[Signature]  
(Regional Engineer)

## **ELECTRONIC ENVELOPE**

This cover sheet is to serve as the bid envelope as outlined in General Conditions 101.202 when bid is submitted electronically.

# **BID**

**Project Name: McFaddin NWR – Wild Cow Levee Restoration**

**DU Project Number: TX-36-14**

### **Bidder Information:**

**Name:** Rigid Constructors, LLC

**Return Address:** 3861 Ambassador Caffery Pkwy Suite 175

Lafayette, LA 70503

**License Number:** 68214

**License Expiration Date:** 03/25/2023

Heavy Construction; Highway, Street and  
Bridge Construction; Municipal and Public

**License Class:** Works Construction

**DUCKS UNLIMITED, INC.****STANDARD BID FORM**

<b>BID SUBMITTAL/CLOSING:</b> <u>Project bid to be submitted electronically through Central Bidding on or before 2:00 PM (CST) on February 16<sup>th</sup>, 2022:</u> <a href="https://www.centralauctionhouse.com/rfpcl0594-ducks-unlimited--southern-region.html">https://www.centralauctionhouse.com/rfpcl0594-ducks-unlimited--southern-region.html</a>	<b>CONTRACT NO.</b> <u>DU-TX-36-14</u>  <b>PROJECT NAME</b> <u>McFaddin NWR – Wild Cow Levee Restoration</u>
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**DESCRIPTION OF WORK:**

This project generally consists of the recapping/restoration of 30,720 linear feet of existing levee, the supply and installation of 5-48" DR19 HDPE smooth wall pipes (100 linear feet) with 5-84" riser structures and 4,800 S.F. of vinyl sheet pile bulkhead for a single water control structure located on McFaddin NWR – Wild Cow Levee. This work shall also include performing the necessary mobilization, site preparation, excavation, water control, pollution control, seeding, and other items outlined in the plans and specifications or associated with constructing the project according to the plans and specifications. The Contractor shall be responsible for any necessary pollution control measures. The unit price bid for the project shall be payment in full for supplying all materials, equipment, labor and any other necessary incidental items necessary for performing all operations described herein. Unit prices are required as part of the base bid of this contract.

**PROPOSED DATE OF COMPLETION:** 150 Calendar Days from the Notice to Proceed.

**LIQUIDATED DAMAGES:** \$1000 per day for each calendar day of delay.

**SECURITY REQUIRED:**

- ( ) None
- ( X ) Bid Guarantee: 5%
- ( X ) Payment and Performance Bond: 100%



**LANDOWNERSHIP AND RIGHTS OF LIEN**

- (a) This contract work will be performed on land owned by the U.S. Fish and Wildlife Service (hereafter "landowner").
- (b) Neither the "landowner" nor any public agency of the United States or the State of Texas is a party to the contract.
- (c) Neither the Contractor, nor any Subcontractors or material suppliers will have recourse to state law liens against the "landowner" and that the "landowner" will not be responsible for any claims of the Contractor, Subcontractors, or material suppliers. The prime Contractor shall be required to provide performance bonds, as well as being required to carry all casualty and liability insurance. By accepting the contract, the Contractor acknowledges that the "landowner", is not a party, and will assert no claims against the "landowner", any state government, or the U.S. Government in any disputes with Subcontractors, material suppliers, or DU.

**OBLIGATIONS**

The undersigned hereby bid and agree to:

- (a) execute a formal contract and furnish any required information within fifteen (15) days of notification that this bid has been accepted.
- (b) construct all the work of every description required in the construction and final completion of the works in accordance with the attached applicable Specifications and Plans which are also on file in the office of Ducks Unlimited, Inc.

**APPLICABLE SPECIFICATIONS:**

In addition to the General Conditions (Form 101) the following Specifications and Special Provisions (if any) applicable to this work are incorporated herein by this reference:

<b>SPECIFICATION</b>	<b>FORM NUMBER</b>	<b>NUMBER OF PAGES</b>
General Conditions	101	22
Supplemental Conditions	102	18
Special Provisions	103	2
Form 1413	1413	1
Mobilization	201	2
Site Preparation	202	2
Excavation	203	2
Levee Restoration (Embankment)	204	4
Water Control	205	2
Water Control Structure	206	5
HDPE Pipe	207	5
Cast-In-Place Concrete	208	4
Seeding and Mulching	210	4
Pollution Control	211	3
Timber Structures	411	6
Bulkhead	801	4

**APPLICABLE PLANS:**

The following plans are applicable to this work:

Plan Name

DU Plan Number

MCFADDIN NWR – WILD COW  
LEVEE & WCS RESTORATION

DU-TX-36-14 (SHEET 1-24)

**DECLARATION**

The undersigned hereby certifies that, to the best of his/her knowledge and belief, the annexed bid has not been prepared in collusion with any other contractor and that the prices, terms and/or conditions thereof have not been communicated by or on behalf of the bidder to any person and will not be communicated to any such person prior to the official opening of said bid.

**STATUS**

Is your business/company one of the following categories:

- Small Business (less than 50 employees)  
 Minority-Owned Business  
 Women's Business Enterprise  
 None of the above

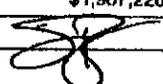
Documentation will be required to confirm the selected category.

**SCHEDULE OF PRICES**

The quantities set forth in the Bid are approximate only. Final quantities will be verified by the Engineer. The extension amounts shown in the Bid are for comparative purposes only and in no way constitute an actual amount for which Ducks Unlimited, Inc. will be liable.

Please be sure and submit Unit Price bids for all items, including lump sum items.

**UNIT PRICE TABLE**

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENSION
<b>BASE BID</b>					
201	MOBILIZATION	L.S.	1	\$405,000.00	\$405,000.00
202	SITE PREPARATION	L.S.	1	\$70,050.00	\$70,050.00
204	LEVEE RESTORATION (EMBANKMENT)	L.F.	30,720	\$12.84	\$394,444.80
206	WATER CONTROL STRUCTURE				
	48" FLAP GATE	EA.	5	\$21,181.53	\$105,907.65
	84" RISER STRUCTURE	EA.	5	\$103,847.38	\$519,236.80
207	HDPE PIPE	L.F.	100	\$947.00	\$94,700.00
210	SEEDING AND MULCHING	AC.-P	20.8	\$1,752.00	\$36,441.60
801	BULKHEAD				
	SG-625 VINYL SHEET PILING	S.F.	4,800	\$75.30	\$361,440.00
<b>Total Base Bid Price</b>					<b>\$1,987,220.85</b>
<b>Contractor's Initials</b>					

**AGREEMENT**

The Bidder agrees that these Bids and the unit prices quoted herein constitute an offer which shall be open for acceptance by Ducks Unlimited, Inc. for a period of thirty (30) calendar days from the date and time as the Bid Closing Time.

**SIGNATURES**

Dated this 16<sup>th</sup> day of February, 2022.

WITNESS:

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

BIDDER:

Rigid Constructors, LLC

BY:

[Handwritten Signature]

TITLE: CEO

3861 Ambassador Caffery Pkwy Suite 175 Lafayette, LA 70503

**BIDDER'S MAILING ADDRESS**

3861 Ambassador Caffery Pkwy Suite 175 Lafayette, LA 70503

**BIDDER'S STREET ADDRESS (For UPS/Federal Express Delivery)**

337-446-4900

**BIDDER'S PHONE NUMBER**

N/A

**BIDDER'S FAX NUMBER**

61-1737907

**BIDDER'S TAX ID NUMBER**

### Attachment A

**DUCKS UNLIMITED, INC.**

**Certification Regarding Lobbying**

This form is required with bid if bid is over \$100,000

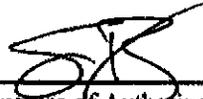
The undersigned certifies, the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants and contact 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 Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

Cody Fortler, CEO

Typed Name & Title of Authorized Representative

  
 Signature of Authorized Representative

2/16/22  
 Date

### Attachment B

**DUCKS UNLIMITED, INC.**

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**  
This form is required with bid if bid is over \$25,000

The Contractor certifies to the best of its knowledge and belief that it and its principals:

- A) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- B) Have not within a three (3) year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C) Are not presently indicted for or otherwise criminally or civilly charge by a government entity, Federal, State or local, with commission of any of the offenses enumerated in paragraph b) of this certification; and
- D) Have not within a three (3) year period preceding this application/proposal had one or more public transactions, Federal, State or local, terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this solicitation or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to Ten Thousand Dollars (\$10,000.00) or imprisonment for up to five (5) years, or both.

Cody Fortier, CEO

Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

2/16/22  
Date

I am unable to certify to the above statements. My explanation is attached.

### Attachment C

DUCKS UNLIMITED, INC.

#### NON-COLLUSION AFFIDAVIT OF BIDDER

State of Louisiana  
County of Lafayette

Cody Fortner, CEO; being first duly sworn, deposes and says that:

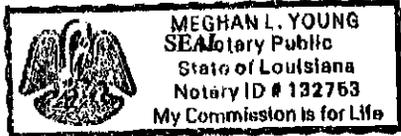
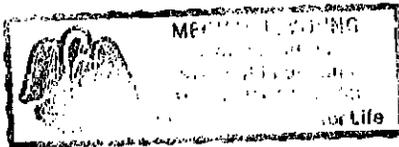
- 1) He is (owner, partner, officer, representative or agent) of, the Bidder that has submitted the attached Bid;
- 2) He is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to:
  - a. submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or
  - b. to refrain from bidding in connection with such Contract, or
  - c. has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or
  - d. to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or
  - e. to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract; and,
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: [Signature]  
By: Cody Fortner  
Title: CEO

Subscribed and sworn before me this 16<sup>th</sup> day of February, 2022.

Notary Public: [Signature]

My Commission expires \_\_\_\_\_



**E-VERIFY CERTIFICATION FORM**

Rigid Constructors, LLC ("Contractor and/or Company") certifies compliance with the Immigration Reform and Control Act of 1986, (8 U.S.C. 1101 ET SEQ.) does not knowingly employ persons in violation of the United States immigration laws, and certifies use of the E-Verify system established by the Department of Homeland Security.

1. As proof of enrollment, Contractor and/or Company must furnish Ducks Unlimited, Inc. a copy of the **Edit Company Profile** page from E-Verify. This page can be printed directly from E-Verify and contains proof of enrollment in E-Verify.
2. All sub-contractors who are employed by the Contractor and/or Company must provide to the Contractor and/or Company a copy of the **Edit Company Profile** page. This proof must be kept on file and provided to Ducks Unlimited, Inc. if requested.
3. The Contractor and/or Company must provide their **Edit Company Profile** to Ducks Unlimited, Inc. by the Bid Award Date. If the Contractor and/or Company is found not to be in compliance with the E-Verify requirements, Ducks Unlimited, Inc. reserves the right to determine what action must be taken. This action could include:
  - a. Cancellation of Funding Agreement (UPA, SJUPA, or CAG)
  - b. Suspend or debar the Contractor and/or Company from projects with Ducks Unlimited
  - c. Require immediate reimbursement of payments remitted under the award that have been collected by the Contractor and/or Company while in violation of the E-Verify certification.
4. The Contractor shall provide Ducks Unlimited, Inc. an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, as proof that this provision is being followed.

**I certify that the Contractor and/or Company shown below is in compliance with Item 1 and Item 2 listed above and that I am authorized to sign on its behalf. Copy of Edit Company Profile is attached.**

Name of Contractor and/or Company: Rigid Constructors, LLC

Authorized Signature:  Telephone No: 337-446-4900

Date: 2/16/22

For assistance with E-Verify -- Contact the National Customer Service Center (NCSC) at 1-800-375-5283 or <http://www/dhs.gov/ximgtn/programs>.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court  
From: Deborah Clark *dc*  
Purchasing Agent  
Date: October 5, 2022  
Re: Disposal of Burned Vehicle

Consider and possibly approve removal from the Correctional Facility inventory of a 2010 Ford F-150 Pickup Truck VIN 1FTMF1CW0AKE39548, destroyed as a burned vehicle.

Thank you.

**Sylvia Moore**

---

**From:** Joe Zurita <jzurita@co.jefferson.tx.us>  
**Sent:** Wednesday, October 5, 2022 10:40 AM  
**To:** smoore@co.jefferson.tx.us  
**Subject:** FW: Burnt F-150

---

**From:** Quentin Price <Quentin.Price@jeffcotx.us>  
**Sent:** Wednesday, October 05, 2022 9:57 AM  
**To:** Joe Zurita <jzurita@co.jefferson.tx.us>; Sandra Mott <Sandra.Mott@jeffcotx.us>  
**Cc:** Kristen Hancock <khancock@co.jefferson.tx.us>; kristen.hancock@jeffcotex.us  
**Subject:** Burnt F-150

Joe,

The burnt 2010 F-150 can be disposed of as far as I am concerned. I see no hope of making a recovery from anyone for that incident.

If you have any questions or comments, please do not hesitate to call or write.

*Quentin D. Price*

Assistant District Attorney, Civil Division

Jefferson County District Attorney's Office

1085 Pearl Street-3<sup>rd</sup> Floor

Beaumont, Texas 77701

409-835-8520 (office)

**Sylvia Moore**

---

**From:** Joe Zurita <jzurita@co.jefferson.tx.us>  
**Sent:** Wednesday, October 5, 2022 10:47 AM  
**To:** smoore@co.jefferson.tx.us  
**Subject:** recycling

**Importance:** High

639 2010 Ford F150 1FTMF1CW0AKE39548  
Good morning, Can you please add this vehicle to the next court agenda for recycling please and thank you? This vehicle caught on fire.

*Joe L. Zurita Jr.  
Director of Service Center  
7789 Viterbo Rd.  
Beaumont, TX 77705  
409-719-5937*



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in black ink, appearing to be "DK", is written over the name "Deborah Clark". A horizontal line is drawn under the signature.

Date: October 5, 2022

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap vehicles. Scrap property to be transport to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

October 11, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
CORRECTIONAL FACILITY	2010 FORD F-150 PICKUP TRUCK	1FTMF1CW0AKE39548	33856
SHERIFF	2014 CHEVROLET TAHOE	1GNLC2E07ER209576	35087
SHERIFF	2019 FORD EXPLORER	1FM5K8AR1KGB55089	36672
<i>contact person: Joe Zurita</i>			

Approved by Commissioners' Court: \_\_\_\_\_

**Sylvia Moore**

---

**From:** Joe Zurita <jzurita@co.jefferson.tx.us>  
**Sent:** Wednesday, October 5, 2022 10:10 AM  
**To:** smoore@co.jefferson.tx.us  
**Subject:** recycling

**Importance:** High

Good morning, Can please add the vehicle list below to the next commissioners court agenda for recycling please and thank you?

1FTMF1CW0AKE39548

1FM5K8AR1KGB55089

1GNLC2E07ER209576

*Joe L. Zurita Jr.  
Director of Service Center  
7789 Viterbo Rd.  
Beaumont, TX 77705  
409-719-5937*

**PURCHASING:**

- 1. Consider and approve removal from the Sheriff inventory of a 2019 Ford Explorer, VIN 1FM5K8AR1KGB55089, due to a vehicle accident and sold to Jubilee General Agency.

SEE ATTACHMENTS ON PAGES 9 - 10

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**CONSTABLE PRECINCT 1:**

- 2. Consider and possibly approve the hiring of Tharin P. Keys as a Deputy Constable with the Constable’s Precinct 1 Office in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 11 - 11

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Sinegal**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**COUNTY AIRPORT:**

- 3. Consider and possibly approve and authorize the County Judge to execute a Memorandum of Lease between Jefferson County and ACS Executive Air LLC.

SEE ATTACHMENTS ON PAGES 12 - 16

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**In favor: County Judge Branick, Commissioner Pierce, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- 4. Consider and approve budget transfer – Visitor Center – purchase of air purifiers.

286-8040-465-3084	MINOR EQUIPMENT	\$4,800.00	
286-8040-465-1005	EXTRA HELP		\$4,800.00

*Notice of Meeting and Agenda  
August 23, 2022*

- (h).Consider and approve removal from the Sheriff inventory of a 2014 Chevrolet Tahoe VIN 1GNLC2E07ER209576, due to a vehicle accident and county has agreed to pay settlement to Enterprise Fleet Management, Inc.

SEE ATTACHMENTS ON PAGES 28 - 31

**Motion by: Bush**  
**Second by: Pierce**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

**COUNTY AUDITOR:**

- (a).Consider and approve budget transfer– Health & Welfare I – additional cost for burials.

SEE ATTACHMENTS ON PAGES 32 - 32

120-5074-441-5006	BURIALS	\$35,000.00	
120-5074-441-1001	DEPARTMENT HEAD		\$35,000.00

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

- (b).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending July 31, 2022.

SEE ATTACHMENTS ON PAGES 33 - 47

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**

- (c).Regular County Bills – check #497994 through check #498228.

SEE ATTACHMENTS ON PAGES 48 - 56

**Motion by: Pierce**  
**Second by: Bush**  
**In Favor: Branick, Pierce, Bush**  
**Action: APPROVED**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in black ink, appearing to be "DC" with a flourish underneath.

Date: October 5, 2022

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.



**JEFFERSON COUNTY PURCHASING DEPARTMENT  
DISPOSAL OF SALVAGE PROPERTY**

Date: September 13, 2022

Department: Jefferson County Regional Crime Lab

Contact Person: \_\_\_\_\_

Phone: 409-726-2577

Fax: 409-726-2576

Department Head Approval: \_\_\_\_\_

Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
Hot Plate		16837	broken
2 Weight Blocks			broken
Electrophoresis		6819	used
Electriohoresis		6820	uses
Centrifuge	35003290033		used
Centrifuge	541533380		used
Microscope head			used
Fluke Multireader		4225	used



**JEFFERSON COUNTY PURCHASING DEPARTMENT  
DISPOSAL OF SALVAGE PROPERTY**

Date: September 13, 2022

Department: Jefferson County Regional Crime Lab

Contact Person: \_\_\_\_\_

Phone: 409-726-2577

Fax: 409-726-2576

Department Head Approval: \_\_\_\_\_

Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
Digital Multireader		7679	used
American Optical Microscope			used
Olympus Microscope		16555	used
Nikon		34278	used
Electronic Signature Pad	TLBK462HQ13F6410		used
Asus Tablet		35068	broken
1 Pelican Flashlight			broken
Vehicle Radio		5214	broken



**JEFFERSON COUNTY PURCHASING DEPARTMENT  
DISPOSAL OF SALVAGE PROPERTY**

Date: September 13, 2022

Department: Jefferson County Regional Crime Lab

Contact Person: \_\_\_\_\_

Phone: 409-726-2577

Fax: 409-726-2576

Department Head Approval: \_\_\_\_\_

Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
PH Meter		22246	Used
HP Printer	VNG3F20624		Used



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



- 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
<b>Total Estimated NTE</b>			<b>\$73,456.22</b>

**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: Luis Avila  
Digitally signed by Luis Avila  
Date: 2022.10.06 13:05:03  
-04'00'

By: [Signature]

Name: Luis Avila

Name: Jeff Branick

Title: Vice President, Mitigation

Title: County Judge

Date: October 6, 2022

Date: 10/11/2022

ATTEST [Signature]  
DATE 10-11-2022





### **Attachment 1 - Pricing**

<b>Hazard Mitigation Assistance</b>	
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.

Jefferson County



Precinct Four

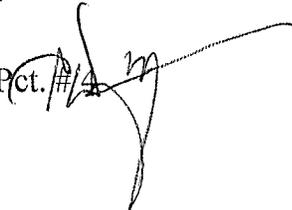
Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## Memo

To: Hon. Jeff Branick, County Judge  
Commissioner Vernon Pierce, Pct. # 1  
Commissioner Darrell Bush, Pct. # 2  
Commissioner Michael Shane Sinegal, Pct. # 3

Mr. Patrick Swain, County Auditor

From: Commissioner Everette Alfred, Pct. #4 

Date: September 26, 2022

Re: **Annual Donation for the Jefferson County Precinct # 4  
Summer "Read and Feed" Program**

---

Jefferson County Precinct # 4 applied for a grant with Air Products Inc. for the **Summer "Read and Feed" Program**. Air Products Inc. has accepted the grant request and will approve an annual donation of **\$10,000**. Benevity, the company that processes their donations, will send a check at the end of October or beginning of November.

Please place the following on the Court Agenda for Tuesday, October 4, 2022:

**Consider, possibly approve and accept a donation from Air Products Inc. for the Jefferson County Precinct # 4 "Summer Read and Feed" Program in the amount not to exceed \$10,000.00 annually.**

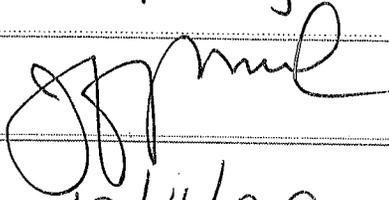
EA/nr

**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

<b>Authorizing Authority</b>	
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:	10/4/22
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) : **ekc1bvnljxa8**

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

## FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

### 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

---

jurisdiction program. False statements on this form may be prosecutable under TC 39.01. 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](http://www.buckleuptexas.com).

Revised: 11/07/2017

**FOR REVIEW ONLY - NOT A LEGAL DOCUMENT**

**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](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**

<b>Objective/Performance Measure</b>	<b>Target Number</b>	<b>Not Applicable</b>
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes toto	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)

**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 Langston 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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

**Investigators and Experts Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

<sup>1</sup> 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

<sup>2</sup> *Id.* at § 174.14 (“Awarding the Contract”).

<sup>3</sup> *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

<sup>4</sup> *Id.* at § 174.17 (“Scope of Contract”).

<sup>5</sup> *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 possible<sup>6</sup>.

**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 compensation<sup>7</sup>.

**Contract Termination:** This contract may be terminated at-will by either Attorney, or by the Courts<sup>8</sup>.

**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 Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> 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 Procedure<sup>10</sup>.

(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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<sup>7</sup> *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

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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 itemized<sup>11</sup> fee voucher for approval by the Courts for payment<sup>12</sup>.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan<sup>13</sup>.

(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, 83<sup>rd</sup> 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."<sup>14</sup> 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 interest<sup>15</sup>. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

<sup>11</sup> Voucher is to be itemized by client cases resolved, and not itemized by the hour.

<sup>12</sup> 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

<sup>13</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>14</sup> *Id.* at § 174.21 ("Caseload Limitations").

<sup>15</sup> *Id.* at § 174.23 ("Conflicts of Interest").

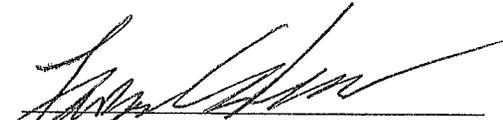
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**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 sought<sup>16</sup>.
- (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]

24030049  
 SBOT Number

10-1-22  
 Date

<sup>16</sup>*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]

10/4/22  
Date

\_\_\_\_\_  
252<sup>nd</sup> 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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

**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 possible<sup>6</sup>.

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**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 Procedure<sup>9</sup>.

### **Standards of Representation**

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(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.

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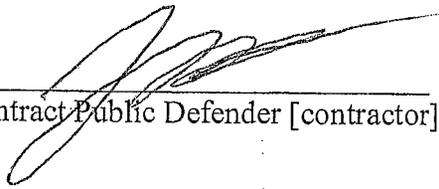
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**Administration:** The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense 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 sought<sup>16</sup>.
- (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.
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 \_\_\_\_\_  
 Contract Public Defender [contractor]

24029898

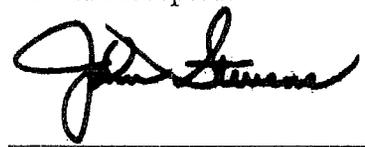
SBOT Number

10-1-22

Date

<sup>16</sup>*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]

10/4/22  
Date

\_\_\_\_\_  
252<sup>nd</sup> 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 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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

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**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, 83<sup>rd</sup> 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."<sup>14</sup> Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

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- (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.

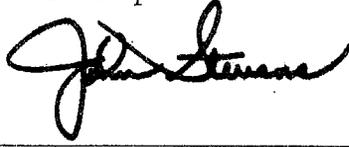
  
Contract Public Defender [contractor]

06166400  
SBOT Number

9.27.2022  
Date

<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

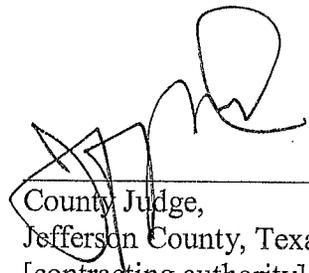
Approved and Accepted:



Criminal District Court Judge  
[appointing authority]

10-1-22

Date



County Judge,  
Jefferson County, Texas  
[contracting authority]

10/4/22

Date

\_\_\_\_\_  
252<sup>nd</sup> 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 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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

**Investigators and Experts Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

<sup>1</sup> 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

<sup>2</sup> *Id.* at § 174.14 (“Awarding the Contract”).

<sup>3</sup> *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

<sup>4</sup> *Id.* at § 174.17 (“Scope of Contract”).

<sup>5</sup> *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 possible<sup>6</sup>.

**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 compensation<sup>7</sup>.

**Contract Termination:** This contract may be terminated at-will by either Attorney, or by the Courts<sup>8</sup>.

**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 Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> 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 Procedure<sup>10</sup>.

(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

<sup>6</sup> *Id.* at § 174.24 (“Investigators and Experts”).

<sup>7</sup> *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

<sup>8</sup> *Id.* at § 174.16 (“Term of Contract”).

<sup>9</sup> *Id.* at § 174.22 (“Standards of Representation”).

<sup>10</sup> *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 itemized<sup>11</sup> fee voucher for approval by the Courts for payment<sup>12</sup>.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan<sup>13</sup>.

(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, 83<sup>rd</sup> 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."<sup>14</sup> 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 interest<sup>15</sup>. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

<sup>11</sup> Voucher is to be itemized by client cases resolved, and not itemized by the hour.

<sup>12</sup> 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

<sup>13</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>14</sup> *Id.* at § 174.21 ("Caseload Limitations").

<sup>15</sup> *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 sought<sup>16</sup>.
- (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.

  
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 Contract Public Defender [contractor]

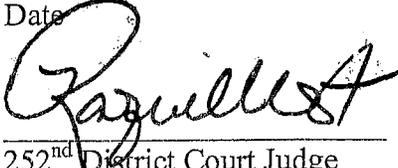
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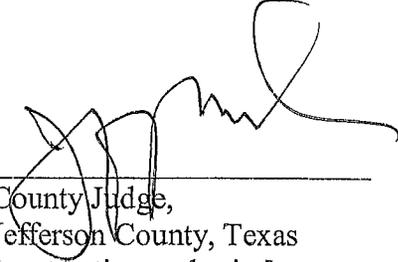
<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

\_\_\_\_\_  
Criminal District Court Judge  
[appointing authority]

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
252<sup>nd</sup> District Court Judge  
[appointing authority]

\_\_\_\_\_  
10.1.22  
Date

\_\_\_\_\_  
  
County Judge,  
Jefferson County, Texas  
[contracting authority]  
\_\_\_\_\_  
10/4/22  
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 Nicks (“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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

**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 possible<sup>6</sup>.

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**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 Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services (a) required by Senate Bill 7 as passed by the 77<sup>th</sup> 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 Procedure<sup>10</sup>.

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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 itemized<sup>11</sup> fee voucher for approval by the Courts for payment<sup>12</sup>.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan<sup>13</sup>.

(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, 83<sup>rd</sup> 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."<sup>14</sup> Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

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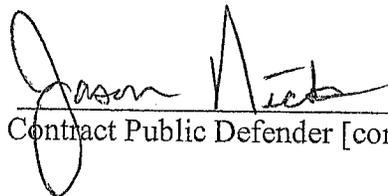
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**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 sought<sup>16</sup>.
- (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.

  
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 Contract Public Defender [contractor]

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 SBOT Number

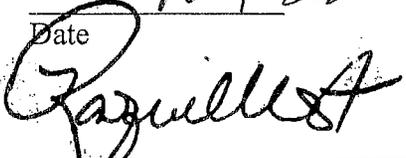
10-1-22  
 \_\_\_\_\_  
 Date

<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

  
Criminal District Court Judge  
[appointing authority]

10-1-22  
Date

  
252<sup>nd</sup> District Court Judge  
[appointing authority]

10.1.22  
Date

  
County Judge,  
Jefferson County, Texas  
[contracting authority]

10/4/22  
Date

**REPORTING GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL  
CONSISTENCY FUND**

**U.S. Department of the Treasury  
September 2022**

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## **INTRODUCTION**

The U.S. Department of the Treasury (Treasury) is issuing this reporting guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). The American Rescue Plan appropriated \$2 billion across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose, except for a lobbying activity. The statute defines “eligible revenue sharing county” to include the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands and statements to such counties in this guidance apply to these territories.

The purpose of LATCF is to serve as a general revenue enhancement program. As outlined in the *Guidance for the Local Assistance and Tribal Consistency Fund*, recipients have broad discretion on uses of funds and may treat these funds in a similar manner to how they treat funds generated from their own local revenue. For instance, programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a “governmental purpose.” For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating costs or capital expenditures for businesses that are owned or controlled by a Tribal government, are likewise considered to fulfill a governmental purpose. However, as stated above and outlined further in the Ineligible Uses section of the *Guidance for the Local Assistance and Tribal Consistency Fund*, LATCF funds may not be used for lobbying activities.

Each recipient is responsible for ensuring that its LATCF programs are implemented in accordance with applicable legal, regulatory, and other program requirements including the awards terms and conditions provided in recipients’ financial assistance agreements. As outlined in the LATCF guidance, recipients are subject to certain provisions of 2 C.F.R. Part 200 (the Uniform Guidance), including Subpart F, Audit Requirements. Recipients should review the LATCF guidance to understand which provisions of the Uniform Guidance do and do not apply. Additionally, recipients must ensure they maintain active registration in the System for Award Management (SAM.gov) for the duration of their award.

This reporting guidance details the reporting requirements for governments that receive LATCF funding, including the following:

- Section I concerns the annual reporting requirements. Recipients are required to submit annual reports to Treasury that detail all obligations and expenditures broken down by governmental purpose reporting category.
- Section II discusses required certifications. Specifically, recipients must certify that LATCF funds are not being spent on lobbying activities. Each recipient must also certify that the information reported is accurate and that LATCF funds are being used in accordance with applicable legal, regulatory, and program requirements.
- Section III discusses other information related to reporting, including compliance and record keeping.

Treasury will create an online portal that recipients must use to submit reporting data. Treasury may publicly release reports and/or extracts of data based on the information reported to provide transparency about how LATCF funds are being used by recipients. In any public report or data, Treasury will, subject to applicable laws and regulations, withhold information that appears to be personally identifiable information and sensitive information such as commercial or financial information about businesses that is privileged and confidential.

This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law. For more information on LATCF, please visit:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/local-assistance-and-tribal-consistency-fund>.

**OMB Control Number:** 1505-0276

**OMB Expiration Date:** 03/31/2023

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden for the collections of information included in this guidance is as follows: two hours.

Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## I. Annual Report

### a. Reporting Deadlines

Each recipient will be responsible for submitting an annual Obligation and Expenditure Report to Treasury by March 31 of each year (beginning in 2023) until the recipient has submitted its final report accounting for expenditure of all LATCF funds received. Recipients are required to continue submitting an annual report until their entire award is expended and accounted for in their submitted report(s) and will be required to indicate when their final report is submitted. After verifying that all obligations and expenditures have been reported, Treasury will send notice to the recipient confirming that no additional reports are required. Treasury may provide additional closeout guidance at a later date.

For example, for the next several fiscal years, each annual report should be submitted as follows:

Table 1. Reporting Periods and Submission Deadlines.

Reporting Period	Submission Deadline
January 1, 2022 to December 31, 2022	March 31, 2023
January 1, 2023 to December 31, 2023	March 31, 2024
January 1, 2024 to December 31, 2024	March 31, 2025
January 1, 2025 to December 31, 2025	March 31, 2026
January 1, 2026 to December 31, 2026	March 31, 2027
January 1, 2027 to December 31, 2027	March 31, 2028

### b. Required Information

Recipients are required to report annually on obligations and expenditures made using their LATCF award.<sup>1</sup> Specifically, recipients are required to report on (i) current period obligations, (ii) cumulative obligations, (iii) current period expenditures, and (iv) cumulative expenditures for each government purpose reporting category discussed below. Data may be reported on a cash, accrual, or modified accrual basis, as long as the methodology is consistently applied throughout the covered period and until reporting is no longer required.

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other program requirements. In the *Guidance for the Local Assistance and Tribal Consistency Fund*, Treasury provided a non-exhaustive list of examples of activities that fulfill a governmental purpose. The

<sup>1</sup> Recipients should follow the definitions of “financial obligation” and “expenditure” in Uniform Guidance 2 CFR § 200.1 (Definitions) for purposes of completing these reports. As contemplated by the definition of financial obligation, Treasury recognizes that recipients may obligate funds through means other than contracts. In these circumstances, recipients must follow state, local, or Tribal law and their own established practices and policies regarding when they are considered to have incurred an obligation and how those obligations are documented.

examples below in parentheses expand on that list. These examples in parentheses are also non-exhaustive.

- Government Services: programmatic services intended to serve the community and non-infrastructure/capital expenditures related to—
  - Health Services (public health expenditures related to the pandemic, as well as medical expenses and behavioral healthcare, and emergency medical)
  - Education (elementary and secondary education related expenditures, early education, addressing learning loss)
  - Public Safety (police, fire, correction/detention, court services, responding to violence)
  - Social Services (adult and children protective services, foster care, family preservation programs, benefit programs, such as food assistance, emergency housing, cash assistance, and utility assistance)
  - Economic Development (tourism, general economic development, workforce development, projects to generate new employment, and stimulate growth)
  - General Government Operations (government administration, personnel costs, administrative facilities, record keeping, tax assessments, election administration)
  - Other Services
- Capital Expenditures<sup>2</sup>: capital expenditures related to—
  - Health Services (hospitals, clinics)
  - Education (schools, childcare facilities)
  - Public Safety (facilities and equipment, including police vehicles)
  - Community Development (parks and recreation facilities)
  - Housing (new affordable housing construction, maintenance)
  - Government Administration (buildings)
  - Economic Development
  - Other Capital Expenditures
- Transportation/Water/Sewer/Technology: infrastructure expenditures related to—
  - Transportation (roads, bridges, airports, public transit)
  - Water/Sewer
  - Technology Development
  - Other Infrastructure
- Other Governmental Purposes: other expenditures related to—
  - Non-Federal Match/Cost Sharing Requirements
  - LATCF Program Administration
  - Other Purposes Not Listed Above

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<sup>2</sup> Please note that capital expenditures may include expenditures on infrastructure as defined in the award terms and conditions and in the footnote below.

Table 2. Governmental Purpose Reporting Categories.

Recipients should select the appropriate governmental purpose reporting category based on the nature of the obligations and expenditures and identify whether the obligation/expenditure was for an infrastructure project.<sup>3</sup> Obligations and expenditures reported should be scoped to align to a single governmental purpose category.

Category	Subcategory	Obligation Data		Expenditure Data		Infrastructure (check “Y” for Infrastructure)
		Current Period	Cumulative	Current Period	Cumulative	
<b>EC 1: Government Services</b>						
	1.1 Healthcare					
	1.2 Education					
	1.3 Public Safety					
	1.4 Social Services					
	1.5 Economic Development					
	1.6 General Government Operations					
	1.7 Other Services					
<b>EC 2: Capital Expenditures</b>						
	2.1 Healthcare					
	2.2 Education					
	2.3 Public Safety					
	2.4 Community Development					
	2.5 Housing					
	2.6 Government Administration					
	2.7 Economic Development					
	2.8 Other Capital Expenditures					
<b>EC 3: Transportation/Water/ Sewer/Technology</b>						
	3.1 Transportation					

<sup>3</sup> For purposes of this reporting guidance, the term “infrastructure” has the meaning provided in the award terms and conditions related to compliance with the Buy America, Build America Act, as follows: infrastructure means public infrastructure, including but not limited to, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property.

	3.2 Water/Sewer					
	3.3 Technology Development					
	3.4 Other Infrastructure					
EC 4: Other Governmental Purposes						
	4.1 Non-Federal Match/Cost Sharing*					
	4.2 LATCF Program Administration					
	4.3 Other Purposes Not Listed Above					

\* Please see page 5 of the *Guidance for the Local Assistance and Tribal Consistency Fund* for additional information about using LATCF funds for non-federal matching requirements.

**II. Certifications**

Each recipient must submit a certification, using the form in Appendix 1, with every annual report, certifying that no LATCF funds were used for lobbying activities, in addition to completing the annual certifications and representations in SAM.gov. Amounts that are used in violation of the lobbying restriction set forth in the American Rescue Plan will be subject to recoupment. Furthermore, recipients must also certify that any information reported is accurate and that the approved programs of the recipient are being implemented in accordance with applicable legal, regulatory, and other program requirements as part of their annual report submission.

**III. Other Information**

a. Subaward Information

Treasury is not collecting subaward data for LATCF funded activities because Treasury has determined that there are no subawards under this program. The definition of subrecipient in the Uniform Guidance states that a subaward is for the purpose of “carrying out” a portion of a federal award. The federal purpose of LATCF is to serve as a general revenue enhancement program for all recipients that receive payments from existing revenue-sharing programs. The federal purpose of the award—to enhance revenue for eligible recipients—is accomplished once funds are available for use by recipients. Therefore, recipients’ use of LATCF funds does not give rise to subrecipient relationships given that there is no federal program or purpose to carry out beyond making funds available for use.

b. Uniform Guidance Applicability

LATCF recipients are only subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms and Definitions);

- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements.

c. Records Maintenance and Retention

As stated in the Award Terms and Conditions, all eligible Tribal governments and eligible revenue sharing counties must maintain records regarding the award and permit Treasury and other oversight bodies access to such records. Please see Appendix 2 for more information on the scope this requirement.

d. Additional Reporting

Treasury may unilaterally increase the frequency and the scope of a recipient's reporting requirements if Treasury finds the recipient to be a high-risk jurisdiction. To determine whether a recipient is a high-risk jurisdiction, Treasury will apply a risk evaluation approach that is consistent with the principles set forth in 2 C.F.R. § 200.206. Treasury may find a recipient to be a high-risk jurisdiction prior to the jurisdiction's receipt of allocated funds or after the recipient receives its allocated funds.

e. Buy America

The Build America, Buy America Act establishes domestic content procurement preference requirements for Federal financial assistance programs for infrastructure.<sup>4</sup> These requirements apply to projects for infrastructure funded in whole or part with a LATCF award. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

The certification attached as Appendix 1 includes a certification as to recipients' compliance with these requirements. For more information on this topic, including information on any waivers that are issued from the Build America, Buy America requirements, please visit the [LATCF Treasury website](#).

f. Civil Rights Compliance

Eligible revenue sharing county recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of

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<sup>4</sup> The definition of "infrastructure" is provided in the award terms and conditions. *See* footnote 3, above.

Federal funds.<sup>5</sup> Those requirements include ensuring that eligible revenue sharing counties receiving Federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and Treasury's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and Treasury's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from eligible revenue sharing county recipients to ascertain their compliance with the applicable requirements. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that eligible revenue sharing county recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

g. Compliance Advisory

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with the LATCF, Treasury's guidance, or other program requirements, as well as to reduce the risk of waste, fraud, and abuse. Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) of the Social Security Act provides specifically that Treasury may recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the total amount of LATCF funds paid to the eligible revenue sharing county.

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<sup>5</sup> Please note that the award terms and conditions for Treasury's pandemic recovery programs, including the LATCF, do not impose antidiscrimination requirements on Tribal governments beyond what would otherwise apply under federal law.

## Appendix 1.

### Certification Required with LATCF Annual Report

The undersigned, on behalf of [\_\_\_\_\_] (“recipient”) specified below, hereby makes the following certifications to the U.S. Department of the Treasury as of the date of this certification:

1. The information, certifications, attachments, and other information provided by the recipient to the U.S. Department of the Treasury related to the Local Assistance and Tribal Consistency Fund (“LATCF”) are true and correct and do not contain any materially false, fictitious, or fraudulent statement, nor any concealment or omission of any material fact;
2. The recipient is utilizing LATCF funds in accordance with all applicable legal, regulatory, and other program requirements, including as provided under Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, and any guidance released by the U.S. Department of the Treasury;
3. The recipient has not spent any LATCF funds on lobbying activities as outlined in the Ineligible Uses section of Treasury’s *Guidance for the Local Assistance and Tribal Consistency Fund*;
4. To the extent applicable to the recipient’s award, the recipient is in compliance with Treasury guidance on the application of Build America and Buy America to LATCF funds and any waivers issued by Treasury with regards to the application of BABA requirements to this program; and
5. The undersigned has authority to execute and deliver this certification on behalf of the recipient.

Name:

Title:

Telephone:

Email:

## Appendix 2

### Record Maintenance and Retention

Each recipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to its LATCF award for a period of five years from the date of submission of the final annual report. This requirement includes documentation necessary to show compliance with the Build America, Buy America Act, to the extent applicable to the recipient's award.

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of the recipient that are pertinent to the recipient's allocation, and to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interviews and discussion related to such documents.

Because recipients and their contracted entities may receive sensitive information in the course of completing projects using the award, Treasury strongly encourages recipients and their contracted entities to establish robust protections against data breaches and misuse and to comply with all applicable privacy laws.

State	Recipient Name	FY22 Allocation	FY23 Allocation
Texas	Foard County	\$50,000.00	\$50,000.00
Texas	Fort Bend County	\$50,000.00	\$50,000.00
Texas	Galveston County	\$50,000.00	\$50,000.00
Texas	Gillespie County	\$50,000.00	\$50,000.00
Texas	Gray County	\$50,000.00	\$50,000.00
Texas	Grayson County	\$136,536.95	\$136,536.95
Texas	Hale County	\$50,000.00	\$50,000.00
Texas	Hardeman County	\$50,000.00	\$50,000.00
Texas	Hardin County	\$90,741.67	\$90,741.67
Texas	Harris County	\$59,467.84	\$59,467.84
Texas	Harrison County	\$50,000.00	\$50,000.00
Texas	Hays County	\$50,000.00	\$50,000.00
Texas	Hemphill County	\$50,000.00	\$50,000.00
Texas	Hidalgo County	\$99,794.61	\$99,794.61
Texas	Hill County	\$128,337.41	\$128,337.41
Texas	Hopkins County	\$50,000.00	\$50,000.00
Texas	Houston County	\$374,658.49	\$374,658.49
Texas	Hudspeth County	\$108,685.05	\$108,685.05
Texas	Hutchinson County	\$50,000.00	\$50,000.00
Texas	Jasper County	\$224,368.25	\$224,368.25
Texas	Jeff Davis County	\$50,000.00	\$50,000.00
Texas	Jefferson County	\$231,232.23	\$231,232.23
Texas	Johnson County	\$50,000.00	\$50,000.00
Texas	Kenedy County	\$102,000.00	\$102,000.00
Texas	King County	\$50,000.00	\$50,000.00
Texas	Kleberg County	\$93,413.83	\$93,413.83
Texas	Knox County	\$50,000.00	\$50,000.00
Texas	Lamar County	\$62,399.46	\$62,399.46
Texas	Lee County	\$50,000.00	\$50,000.00
Texas	Liberty County	\$109,556.87	\$109,556.87
Texas	Live Oak County	\$50,000.00	\$50,000.00
Texas	Marion County	\$92,974.20	\$92,974.20
Texas	Matagorda County	\$103,907.97	\$103,907.97
Texas	McLennan County	\$50,000.00	\$50,000.00
Texas	McMullen County	\$50,000.00	\$50,000.00
Texas	Montague County	\$50,000.00	\$50,000.00
Texas	Montgomery County	\$50,000.00	\$50,000.00
Texas	Moore County	\$50,000.00	\$50,000.00
Texas	Morris County	\$61,740.34	\$61,740.34
Texas	Nacogdoches County	\$86,161.50	\$86,161.50

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
DAWN DONUTS	61.50	499736	61.50**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
AUDILET TRACTOR SALES	262.55	499578	
ENTERGY	226.88	499600	
SETZER HARDWARE, INC.	3.59	499626	
SOUTHERN TIRE MART, LLC	432.40	499643	
LOWE'S HOME CENTERS, INC.	84.93	499666	
BUMPER TO BUMPER	811.06	499678	
MUNRO'S UNIFORM SERVICES, LLC	40.00	499791	1,861.41**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
BEAUMONT TRACTOR COMPANY	27.58	499580	
FARM & HOME SUPPLY	69.76	499593	
GULF COAST AUTOMOTIVE, INC.	190.97	499599	
ENTERGY	524.37	499600	
PHILPOTT MOTORS, INC.	95.87	499616	
W. JEFFERSON COUNTY M.W.D.	31.00	499639	
HOWARD'S AUTO SUPPLY	4.70	499645	
WINDSTREAM	48.83	499686	993.08**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
SPIDLE & SPIDLE	7,180.50	499574	
RB EVERETT & COMPANY, INC.	1,230.36	499591	
KIRKSEY'S SPRINT PRINTING	24.95	499607	
M&D SUPPLY	375.25	499608	
W. JEFFERSON COUNTY M.W.D.	78.83	499639	
TRANTEX, INC.	2,616.00	499647	
UNITED STATES POSTAL SERVICE	1.44	499659	
MARTIN PRODUCT SALES LLC	7,159.60	499687	
NATALIE ROBERTS	17.15	499698	
ON TIME TIRE	794.39	499721	
GULF COAST	5,159.76	499756	
RAMSEY PRATT	600.00	499757	
MUNRO'S UNIFORM SERVICES, LLC	90.78	499791	25,329.01**
<b>ENGINEERING FUND</b>			
VERIZON WIRELESS	114.57	499655	
ODP BUSINESS SOLUTIONS, LLC	265.93	499788	
GABRIEL GROSS	475.63	499795	856.13**
<b>PARKS &amp; RECREATION</b>			
CITY OF PORT ARTHUR - WATER DEPT.	73.33	499586	
ENTERGY	9.99	499600	
M&D SUPPLY	458.34	499608	
RITTER @ HOME	61.64	499621	
W. JEFFERSON COUNTY M.W.D.	57.54	499639	
O'REILLY AUTO PARTS	151.54	499748	812.38**
<b>GENERAL FUND</b>			
<b>TAX OFFICE</b>			
AT&T	146.43	499632	
UNITED STATES POSTAL SERVICE	16.23	499657	
UNITED STATES POSTAL SERVICE	330.24	499659	492.90*
<b>COUNTY HUMAN RESOURCES</b>			
PINNACLE MEDICAL MANAGEMENT CORP	45.00	499617	
UNITED STATES POSTAL SERVICE	8.31	499659	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	109.00	499738	162.31*
<b>AUDITOR'S OFFICE</b>			
CDW COMPUTER CENTERS, INC.	112.76	499646	

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	16.77	499659	
HARRY SCHOPPE	23.75	499674	
SUPERION LLC	63,890.97	499759	64,044.25*
COUNTY CLERK			
ULINE SHIPPING SUPPLY SPECIALI	388.00	499636	
UNITED STATES POSTAL SERVICE	74.88	499657	
UNITED STATES POSTAL SERVICE	163.02	499659	
ODP BUSINESS SOLUTIONS, LLC	339.00	499788	964.90*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	4.42	499659	
J.T. HAYNES	500.00	499685	
JEFF R BRANICK	401.50	499689	
SNIDER LAW FIRM PLLC	500.00	499730	1,405.92*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.57	499659	
ADAN PEREZ JR	89.12	499789	89.69*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	147.74	499659	147.74*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	1,140.84	499770	1,140.84*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	.49	499659	.49*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	50.00	499605	
SECOND AD JUD REGION	36,726.94	499624	
VERIZON WIRELESS	265.93	499654	
PATTILLO BROWN & HILL LLP	17,500.00	499716	
BILLY OWENS	80.60	499734	
DEBTBOOK	2,500.00	499774	
TEX-21	20,000.00	499782	
CHARTER COMMUNICATIONS	2,442.76	499784	79,566.23*
DATA PROCESSING			
TODD L. FREDERICK	508.75	499663	
MICHAEL BAIN	357.50	499693	
TYLER TECHNOLOGIES INC	713,428.48	499760	
ODP BUSINESS SOLUTIONS, LLC	73.27	499788	714,368.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	306.79	499659	306.79*
ELECTIONS DEPARTMENT			
KIRKSEY'S SPRINT PRINTING	565.95	499607	
ULINE SHIPPING SUPPLY SPECIALI	368.00	499636	
UNITED STATES POSTAL SERVICE	285.00	499659	
SIERRA SPRING WATER CO. - BT	139.27	499661	
ODP BUSINESS SOLUTIONS, LLC	1,551.62	499788	
LAURIE LEISTER	171.64	499790	3,081.48*
DISTRICT ATTORNEY			
PAUL ARVIZO	21.00	499571	
JOHN NELSON	209.66	499611	
TEXAS DISTRICT & COUNTY ATTY ASSN.	60.00	499633	
UNITED STATES POSTAL SERVICE	261.93	499659	
SIRCHIE FINGER PRINT LABORATORIES	201.21	499711	

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIPOL	676.20	499780	
ODP BUSINESS SOLUTIONS, LLC	483.91	499788	
MAGNA LEGAL SERVICES LLC	482.75	499798	
			2,396.66*
DISTRICT CLERK			
OVERHEAD DOOR CO.	6,819.00	499613	
UNITED STATES POSTAL SERVICE	313.90	499659	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,599.98	499729	
FUNCTION4	2,097.00	499783	
ODP BUSINESS SOLUTIONS, LLC	63.37	499788	
			10,893.25*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	499575	
DONALD W. DUESLER & ASSOC.	8,750.00	499590	
MARSHA NORMAND	8,750.00	499612	
KEVIN PAULA SEKALY PC	8,750.00	499625	
KEVIN S. LAINE	4,375.00	499644	
			39,375.00*
172ND DISTRICT COURT			
RENE MULHOLLAND	204.76	499638	
			204.76*
252ND DISTRICT COURT			
TODD W LEBLANC	900.00	499573	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	250.00	499579	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	499598	
KEVIN S. LAINE	4,375.00	499644	
CHARLES ROJAS	8,750.00	499649	
UNITED STATES POSTAL SERVICE	48.85	499659	
ALLEN PARKER	8,750.00	499706	
BRITTANIE HOLMES	8,750.00	499723	
M.K. HAMZA, PHD, P.A.	1,600.00	499724	
MATUSKA LAW FIRM	10,551.86	499731	
MARVIN LEWIS JR	5,187.50	499749	
ODP BUSINESS SOLUTIONS, LLC	88.72	499788	
			50,441.93*
279TH DISTRICT COURT			
REALTIME REPORTING SERVICES INC.	239.40	499712	
BRITTANIE HOLMES	880.00	499723	
WILLIAM FORD DISHMAN	110.00	499728	
THE SCHLETT LAW FIRM, PLLC	1,353.00	499772	
			2,582.40*
317TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,248.09	499605	
ANITA F. PROVO	100.00	499619	
UNITED STATES POSTAL SERVICE	10.26	499659	
			1,358.35*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	28.79	499659	
ODP BUSINESS SOLUTIONS, LLC	246.29	499788	
			275.08*
JUSTICE COURT-PCT 1 PL 2			
TEXAS STATE UNIVERSITY SAN MARS	315.00	499631	
UNITED STATES POSTAL SERVICE	50.08	499659	
ODP BUSINESS SOLUTIONS, LLC	3.81	499788	
			361.27*
JUSTICE COURT-PCT 4			
CDW COMPUTER CENTERS, INC.	453.44	499646	
			453.44*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	39.36	499659	
DIRECTV, LLC	65.25	499779	
ODP BUSINESS SOLUTIONS, LLC	9.28	499788	
			95.33*
JUSTICE OF PEACE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	183.40	499657	183.40*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.91	499659	4.91*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	250.00	499573	
THOMAS J. BURBANK PC	500.00	499582	
A. MARK FAGGARD	250.00	499592	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	499609	
MARVA PROVO	550.00	499618	
CHARLES ROJAS	250.00	499649	
JOHN D WEST	950.00	499650	
UNITED STATES POSTAL SERVICE	19.31	499659	
JOEL WEBB VAZQUEZ	400.00	499676	
MATUSKA LAW FIRM	250.00	499731	
THE MAYO LAW FIRM PLLC	250.00	499741	
THE SAMUEL FIRM, PLLC	350.00	499753	4,269.31*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	500.00	499592	
NATHAN REYNOLDS, JR.	750.00	499620	
JOHN D WEST	550.00	499650	
UNITED STATES POSTAL SERVICE	14.24	499659	
LANGSTON ADAMS	1,200.00	499669	
JOEL WEBB VAZQUEZ	900.00	499676	
DUSTIN R. GALMOR	1,175.00	499710	
THE SAMUEL FIRM, PLLC	1,050.00	499753	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	499773	
THE WALKER LAW FIRM	250.00	499775	6,639.24*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.28	499659	
KENT W JOHNS	1,000.00	499714	
RICHARD D HUGHES ATTORNEY AT LAW	1,400.00	499769	2,402.28*
MEDIATION CENTER			
MARKET BASKET	417.15	499610	
SOUTHEAST TEXAS WATER	49.00	499630	
UNITED STATES POSTAL SERVICE	1.96	499659	
BBB CONSUMER EDUCATION FOUNDATION	1,500.00	499754	
ODP BUSINESS SOLUTIONS, LLC	1,135.97	499788	3,104.08*
SHERIFF'S DEPARTMENT			
FED EX	20.43	499595	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	400.00	499602	
SAM'S WESTERN WEAR, INC.	4,393.87	499623	
AT&T	92.56	499632	
UNITED STATES POSTAL SERVICE	535.16	499659	
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	800.00	499718	
GALLS LLC	669.00	499733	
THE MONOGRAM SHOP	755.00	499742	
JACOB EDGAR	71.43	499745	
ODP BUSINESS SOLUTIONS, LLC	1,236.93	499788	8,974.38*
CRIME LABORATORY			
FED EX	139.72	499596	
FISHER SCIENTIFIC	245.16	499597	
THERMAL SCIENTIFIC, INC.	243.30	499634	
T.A.P.E.I.T. TREASURER	350.00	499667	
CLEAN HARBORS ENVIRONMENTAL SERVICE	93.16	499672	
MATERA PAPER COMPANY INC	189.48	499726	
THOMAS SCIENTIFIC LLC	6,271.00	499796	7,531.82*
JAIL - NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
KIMCO SERVICES, INC.	1,391.70	499577	
ENTERGY	55,225.45	499600	
M&D SUPPLY	15.26	499608	
SHERWIN-WILLIAMS	4,648.00	499628	
LOWE'S HOME CENTERS, INC.	37.45	499666	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	285.49	499703	
WORLD FUEL SERVICES	1,345.44	499705	
EMERGENCY POWER SERVICE	2,796.20	499720	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,953.60	499722	
MATERA PAPER COMPANY INC	5,479.33	499726	
THOMSON REUTERS-WEST	210.00	499727	
GALLS LLC	942.00	499733	
CINTAS CORPORATION	388.32	499739	
ACME SUPPLY CO LTD	2,886.00	499747	
CLEAR HANDBAGS & MORE	868.71	499751	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	590.76	499793	
JUVENILE PROBATION DEPT.			80,063.71*
EDWARD B. GRIPON, M.D., P.A.	450.00	499598	
CASH ADVANCE ACCOUNT	313.15	499605	
LARONDA TURNER	101.25	499614	
CHERYL TARVER	37.50	499642	
UNITED STATES POSTAL SERVICE	26.82	499659	
ROXANA MITCHELL	445.00	499735	
BRENDA WOOD	100.00	499768	
TY-JUNEA JONES	58.75	499777	
ODP BUSINESS SOLUTIONS, LLC	154.40	499788	
JUVENILE DETENTION HOME			1,686.87*
ENTERGY	7,943.73	499600	
AT&T	720.05	499632	
BEN E KEITH COMPANY	3,681.35	499675	
VANSHECA SANDERS-CHEVIS	400.00	499690	
AI FILTER SERVICE COMPANY	183.79	499719	
ODP BUSINESS SOLUTIONS, LLC	98.72	499788	
FLOWERS BAKING COMPANY OF HOUSTON	168.92	499792	
CONSTABLE PCT 1			13,196.56*
UNITED STATES POSTAL SERVICE	29.33	499659	
CONSTABLE-PCT 2			29.33*
ODP BUSINESS SOLUTIONS, LLC	239.99	499788	
CONSTABLE-PCT 4			239.99*
DISH NETWORK	87.69	499692	
CONSTABLE-PCT 6			87.69*
UNITED STATES POSTAL SERVICE	31.14	499659	
CONSTABLE PCT. 8			31.14*
GALLS LLC	156.57	499733	
AGRICULTURE EXTENSION SVC			156.57*
DAVID OATES	99.38	499737	
TYLER FITZGERALD	799.38	499752	
HEALTH AND WELFARE NO. 1			898.76*
BROUSSARD'S MORTUARY	1,500.00	499581	
ENTERGY	70.00	499601	
MCKESSON MEDICAL-SURGICAL INC	448.64	499648	
CLAYBAR HAVEN OF REST	2,480.00	499656	
UNITED STATES POSTAL SERVICE	55.19	499659	
RACHEL DRAGULSKI	57.50	499668	
TEXAS INDIGENT HEALTH CARE ASSOC	450.00	499681	

NAME	AMOUNT	CHECK NO.	TOTAL
AMERICAN MEDICAL ASSOCIATION	210.00	499696	
EZEAL D EDE MD	3,140.91	499766	
DAYJA JOHNSON	29.00	499797	
HEALTH AND WELFARE NO. 2			8,441.24*
PETTY CASH - S C WELFARE	13.09	499615	
MCKESSON MEDICAL-SURGICAL INC	309.04	499648	
UNITED STATES POSTAL SERVICE	295.95	499657	
TEXAS INDIGENT HEALTH CARE ASSOC	200.00	499681	
AMERICAN MEDICAL ASSOCIATION	210.00	499696	
KAYLEE BENNETT	29.00	499762	
EZEAL D EDE MD	3,140.91	499766	
LISA WASHINGTON	172.38	499794	
CHILD WELFARE UNIT			3,752.29*
J.C. PENNEY'S	1,050.94	499665	
ROSS DRESS FOR LESS, INC.	3,545.82	499688	
INDIGENT MEDICAL SERVICES			4,596.76*
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	499695	
TDS OPERATING INC	136.62	499746	
SHAMECA MALBROUGH	10.00	499761	
ODP BUSINESS SOLUTIONS, LLC	800.40	499788	
MAINTENANCE-BEAUMONT			4,720.02*
JOHNSTONE SUPPLY	1,656.33	499576	
CITY OF BEAUMONT - WATER DEPT.	327.49	499585	
COBURN SUPPLY COMPANY INC	354.43	499589	
M&D SUPPLY	154.45	499608	
RALPH'S INDUSTRIAL ELEC(USE 211211)	672.32	499622	
ACE IMAGEWEAR	218.02	499627	
AT&T	1,156.44	499632	
AT&T GLOBAL SERVICES	239.75	499671	
OTIS ELEVATOR COMPANY	2,808.46	499673	
CENTERPOINT ENERGY RESOURCES CORP	825.20	499680	
BEAUMONT BLIND AND SHUTTERS	2,259.68	499700	
CINTAS CORPORATION	117.09	499739	
MAINTENANCE-PORT ARTHUR			10,789.66*
ELECTRICAL SPECIALTIES, INC.	610.00	499572	
JOHNSTONE SUPPLY	647.55	499576	
COASTAL WELDING SUPPLY	95.00	499588	
FAST SIGNS, INC.	45.00	499594	
PETE & HAROLD'S AUTO CLINIC, INC.	14.00	499660	
SOLAR	196.34	499664	
LOWE'S HOME CENTERS, INC.	62.18	499666	
TEXAS GAS SERVICE	746.99	499670	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	345.00	499703	
MAINTENANCE-MID COUNTY			2,762.06*
CITY OF NEDERLAND	119.04	499587	
ENTERGY	522.33	499600	
ACE IMAGEWEAR	38.74	499627	
AT&T	724.18	499632	
W. JEFFERSON COUNTY M.W.D.	50.88	499639	
GRINNELL COMPUTERS	395.00	499740	
SERVICE CENTER			1,850.17*
CHUCK'S WRECKER SERVICE	250.00	499583	
PHILPOTT MOTORS, INC.	1,914.93	499616	
JEFFERSON CTY. TAX OFFICE	7.50	499651	
JEFFERSON CTY. TAX OFFICE	7.50	499652	
JEFFERSON CTY. TAX OFFICE	7.00	499653	
AIRPORT GULF TOWING LLC	125.00	499683	
MIGHTY OF SOUTHEAST TEXAS	352.86	499715	
ADVANCE AUTO PARTS	172.74	499725	

NAME	AMOUNT	CHECK NO.	TOTAL
JCN OIL SERVICE	90.00	499764	
XL PARTS	65.67	499778	
MUNRO'S UNIFORM SERVICES, LLC	270.76	499791	3,263.96*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	8.06	499657	
ODP BUSINESS SOLUTIONS, LLC	457.27	499788	465.33*
			1,144,350.54**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	269.92	499603	
M&D SUPPLY	24.90	499608	
SETZER HARDWARE, INC.	56.99	499626	
AT&T	44.81	499632	
UNITED PARCEL SERVICE	22.38	499637	
AMERICAN TIRE DISTRIBUTORS	1,228.34	499702	
TEXAS DEPT OF AGRICULTURE	75.00	499704	
MUNRO'S UNIFORM SERVICES, LLC	293.33	499791	2,015.67**
EMPG GRANT			
SOUTHEAST TEXAS WATER	72.90	499629	
CHARTER COMMUNICATIONS	122.62	499785	195.52**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	600.00	499604	600.00**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	245.10	499657	
UNITED STATES POSTAL SERVICE	42.88	499659	
JCCSC	899.00	499708	
JCCSC	275.00	499709	1,461.98**
LAW OFFICER TRAINING GRT			
ENTERGY	449.47	499600	
TEXAS COMMISSION ON LAW ENFORCEMENT	105.00	499697	
IHEART MEDIA	810.00	499781	
ODP BUSINESS SOLUTIONS, LLC	1,367.83	499788	2,732.30**
COUNTY CLERK - RECORD MGT			
TYLER TECHNOLOGIES INC	5,722.25	499760	5,722.25**
COUNTY RECORDS MANAGEMENT			
TRIANGLE BLUE PRINT CO., INC.	1,437.50	499635	
UNITED STATES POSTAL SERVICE	.49	499659	
ODP BUSINESS SOLUTIONS, LLC	175.04	499788	1,613.03**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	855.35	499605	855.35**
J.P. COURTROOM TECH. FUND			
TYLER TECHNOLOGIES INC	1,789.51	499760	1,789.51**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	123.93	499585	
JOHNSEN'S WHOLESALE FLORIST, INC.	65.90	499606	
M&D SUPPLY	230.63	499608	
AT&T	98.06	499632	
WILDSEED FARMS	500.00	499641	
ALLIANCE MECHANICAL SERVICES	135.00	499677	
LA RUE ROUGEAU	140.00	499694	
JESSIE DAVIS	83.75	499699	
TACVB	495.00	499701	

NAME	AMOUNT	CHECK NO.	TOTAL
JONES ALUMINUM	48,300.00	499707	
LANDSCAPER'S WHOLESAL MARKET	960.89	499713	
COUNTY HOME AND RANCH LP	103.95	499717	
MATERA PAPER COMPANY INC	795.26	499726	
BECKER PRINT & MAIL	1,620.00	499743	
VICTORIA RHODES	41.88	499758	
ODP BUSINESS SOLUTIONS, LLC	66.39	499788	
MUNRO'S UNIFORM SERVICES, LLC	44.73	499791	
GLO DISASTER GRANT HOME			53,805.37**
HONESTY ENVIRONMENTAL SERVICES, INC	695.00	499771	
AIRPORT FUND			695.00**
CITY OF NEDERLAND	536.69	499587	
LOWE'S HOME CENTERS, INC.	64.93	499666	
DISH NETWORK	106.70	499691	
GALLS LLC	74.80	499733	
TITAN AVIATION FUELS	55,944.57	499750	
DEBTBOOK	5,000.00	499774	
SE TX EMP. BENEFIT POOL			61,727.69**
STANDARD INSURANCE COMPANY	25,764.16	499682	
RELIANCE STANDARD LIFE INSURANCE	6,185.38	499684	
EXPRESS SCRIPTS INC	106,447.86	499744	
ARPA CORONAVIRUS RECOVERY			138,397.40**
CITY OF BEAUMONT - CENTRAL COLLECTI	265,000.00	499584	
TIDAL BASIN GOVERNMENT CONSULTING	4,417.50	499767	
GLO DISASTER RECOVERY			269,417.50**
FREESE AND NICHOLS, INC	20,957.00	499776	
MARINE DIVISION			20,957.00**
CITY OF NEDERLAND	21.40	499587	
RITTER @ HOME	608.73	499621	
SETZER HARDWARE, INC.	33.29	499626	
SIERRA SPRING WATER CO. - BT	126.84	499662	
SOLAR	196.86	499664	
INTERCONTINENTAL JET CORP	24.00	499679	
ARROW AVIATION CO LLC	37,522.10	499732	
WEST MARINE PRO	359.90	499763	
MCCLAIN TRAILERS INC	9,769.68	499765	
SHERIFF - COMMISSARY			48,662.80**
WHOLESALE ELECTRIC SUPPLY CO.	3,527.50	499640	
LOWE'S HOME CENTERS, INC.	325.85	499666	
MATERA PAPER COMPANY INC	6,392.10	499726	
THOMSON REUTERS-WEST	3,875.99	499727	
TRINITY SERVICES GROUP INC	337.00	499755	
			14,458.44**
			1,799,370.86***

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MEMORANDUM

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET AMENDMENT  
**DATE:** OCTOBER 6, 2022

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The following FY 2022 budget amendment for Service Center is necessary for additional cost for repairs to wrecked vehicle.

120-8095-417-4008	Automobiles & Trucks	\$5,000
120-1024-419-5035	Appraisal	\$5,000

**TATE & CO.**

3483 HWY 69 N., NEDERLAND, TX 77627  
 Phone: (409) 727-2490  
 FAX: (409) 721-5031

Workfile ID: 73b3d48e  
 PartsShare: 6xq5Xb  
 Federal ID: 76-0670670

991

**Final Bill**

**RO Number: 11498**

Customer:	Insurance:	Adjuster:	Estimator:	Joshua Landry
Jefferson County	ALLSTATE FIRE & CASUALTY INS	Phone:	Create Date:	11/30/2021
		Claim: 0650716995		
		Loss Date:		
		Deductible:		

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Gasoline Sequential MPI

VIN: 1FAHP2MK8FG186947	Interior Color:	Mileage In:	Vehicle Out: 1/21/2022
License:	Exterior Color:	Mileage Out:	
State: TX	Production Date:	Condition:	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		<b>FRONT BUMPER</b>						
2	E01	Overhaul	O/H bumper assy			OEM	2.6	Body	
3	E01	Remove/Replace	Bumper cover	1	580.77	OEM	0.0	Body	3.4
4	E01		Add for Clear Coat						1.4
5	E01	Remove/Replace	Absorber	1	89.00	OEM	0.0	Body	
6	E01		<b>GRILLE</b>						
7	E01	Remove/Replace	Grille	1	201.25	OEM	0.0	Body	
8	E01		<b>FRONT LAMPS</b>						
9	E01	Remove/Replace	RT Headlamp assy	1	656.23	OEM	0.5	Body	
10	E01	Remove/Replace	Aim headlamps				0.5	Body	
11	E01		<b>COOLING</b>						
12	E01	Remove/Replace	Trans cooler	1	137.00	OEM			
13	E01	Remove/Replace	Radiator	1	331.97	OEM	2.6	Body	
14	E01		<b>HOOD</b>						
15	E01	Remove/Replace	Hood	1	905.88	OEM	1.4	Body	3.0
16	E01		Add for Clear Coat						1.2
17	E01		Add for Underside(Complete)						1.5

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					2,902.10
Labor, Body			68.00	7.6	516.80
Labor, Refinish			68.00	10.5	714.00
Material, Paint					514.50
<b>Subtotal</b>					<b>4,647.40</b>
Sales Tax					0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

**RO Number: 11498**

2015 FORD Police Interceptor AWD (Fleet) 4D SED 6-3.7L Gasoline Sequential MPI

<b>Grand Total</b>	<b>4,647.40</b>
<b>Net Total</b>	<b>4,647.40</b>

Estimate Version	Total \$
Original	4,647.40

Insurance Total \$:	4,647.40
Received from Insurance \$:	0.00
Balance due from Insurance \$:	4,647.40

Customer Total \$:	0.00
Received from Customer \$:	0.00
Balance due from Customer \$:	0.00

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

**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 Kevin Sekaly Mantellini (“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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

**Investigators and Experts Compensation:** Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

<sup>1</sup> 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

<sup>2</sup> *Id.* at § 174.14 (“Awarding the Contact”).

<sup>3</sup> *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

<sup>4</sup> *Id.* at § 174.17 (“Scope of Contract”).

<sup>5</sup> *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 possible<sup>6</sup>.

**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 compensation<sup>7</sup>.

**Contract Termination:** This contract may be terminated at-will by either Attorney, or by the Courts<sup>8</sup>.

**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 Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> 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 Procedure<sup>10</sup>.

(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

<sup>6</sup> *Id.* at § 174.24 (“Investigators and Experts”).

<sup>7</sup> *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

<sup>8</sup> *Id.* at § 174.16 (“Term of Contract”).

<sup>9</sup> *Id.* at § 174.22 (“Standards of Representation”).

<sup>10</sup> *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 itemized<sup>11</sup> fee voucher for approval by the Courts for payment<sup>12</sup>.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan<sup>13</sup>.

(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, 83<sup>rd</sup> 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."<sup>14</sup> 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 interest<sup>15</sup>. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

<sup>11</sup> Voucher is to be itemized by client cases resolved, and not itemized by the hour.

<sup>12</sup> 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

<sup>13</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>14</sup> *Id.* at § 174.21 ("Caseload Limitations").

<sup>15</sup> *Id.* at § 174.23 ("Conflicts of Interest").

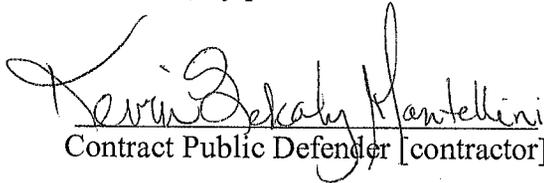
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**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 sought<sup>16</sup>.
- (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.

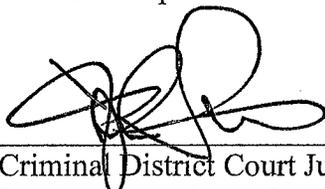
  
Contract Public Defender [contractor]

00792826  
SBOT Number

10-1-22  
Date

<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

  
 \_\_\_\_\_  
 Criminal District Court Judge  
 [appointing authority]

10/3/22  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 County Judge,  
 Jefferson County, Texas  
 [contracting authority]

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 252<sup>nd</sup> 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 KEVIN LAINE (“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 Court<sup>1</sup>.

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Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

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<sup>1</sup> 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

<sup>2</sup> *Id.* at § 174.14 (“Awarding the Contract”).

<sup>3</sup> *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

<sup>4</sup> *Id.* at § 174.17 (“Scope of Contract”).

<sup>5</sup> *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 possible<sup>6</sup>.

**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 compensation<sup>7</sup>.

**Contract Termination:** This contract may be terminated at-will by either Attorney, or by the Courts<sup>8</sup>.

**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 Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> 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 Procedure<sup>10</sup>.

(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

<sup>6</sup> *Id.* at § 174.24 (“Investigators and Experts”).

<sup>7</sup> *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

<sup>8</sup> *Id.* at § 174.16 (“Term of Contract”).

<sup>9</sup> *Id.* at § 174.22 (“Standards of Representation”).

<sup>10</sup> *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 itemized<sup>11</sup> fee voucher for approval by the Courts for payment<sup>12</sup>.

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan<sup>13</sup>.

(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, 83<sup>rd</sup> 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."<sup>14</sup> 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 interest<sup>15</sup>. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

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<sup>11</sup> Voucher is to be itemized by client cases resolved, and not itemized by the hour.

<sup>12</sup> 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

<sup>13</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>14</sup> *Id.* at § 174.21 ("Caseload Limitations").

<sup>15</sup> *Id.* at § 174.23 ("Conflicts of Interest").

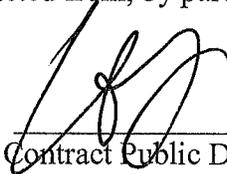
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

**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 sought<sup>16</sup>.
- (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.

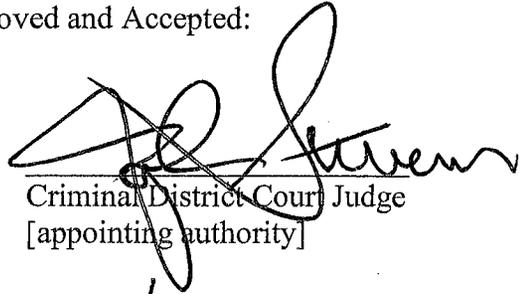
  
 \_\_\_\_\_  
 Contract Public Defender [contractor]

00798313  
 SBOT Number

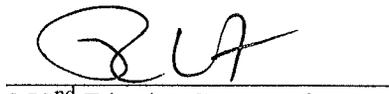
10/11/22  
 Date

<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

  
Criminal District Court Judge  
[appointing authority]

10/3/22  
Date

  
252<sup>nd</sup> District Court Judge  
[appointing authority]

10/3/22  
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 Allen Parize ("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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

**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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<sup>1</sup> 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm'n, "Parties").

<sup>2</sup> *Id.* at § 174.14 ("Awarding the Contract").

<sup>3</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>4</sup> *Id.* at § 174.17 ("Scope of Contract").

<sup>5</sup> *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 possible<sup>6</sup>.

**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 compensation<sup>7</sup>.

**Contract Termination:** This contract may be terminated at-will by either Attorney, or by the Courts<sup>8</sup>.

**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 Procedure<sup>9</sup>.

### **Standards of Representation**

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77<sup>th</sup> 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 Procedure<sup>10</sup>.

(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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<sup>9</sup> *Id.* at § 174.22 (“Standards of Representation”).

<sup>10</sup> *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).



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 sought<sup>16</sup>.
- (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.

Allen Parker  
Contract Public Defender [contractor]

00794422  
SBOT Number

10-1-22  
Date

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<sup>16</sup>Id. at § 174.18 ("Minimum Attorney Qualifications").

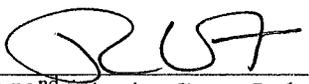
Approved and Accepted:

\_\_\_\_\_  
Criminal District Court Judge  
[appointing authority]

\_\_\_\_\_  
County Judge,  
Jefferson County, Texas  
[contracting authority]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
252<sup>nd</sup> District Court Judge  
[appointing authority]

10/3/22  
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 Charles Rojas (“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 Court<sup>1</sup>.

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 Code<sup>2</sup>.

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan<sup>3</sup>.

**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 jurisdiction<sup>4</sup>.

**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 circumstances<sup>5</sup>.

**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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<sup>11</sup> Voucher is to be itemized by client cases resolved, and not itemized by the hour.

<sup>12</sup> 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

<sup>13</sup> *Id.* at § 174.18 ("Minimum Attorney Qualifications").

<sup>14</sup> *Id.* at § 174.21 ("Caseload Limitations").

<sup>15</sup> *Id.* at § 174.23 ("Conflicts of Interest").

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- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought<sup>16</sup>.
- (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]

29002864  
 SBOT Number

10-1-22  
 Date

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<sup>16</sup>*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

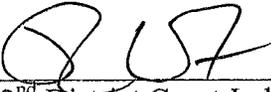
Approved and Accepted:

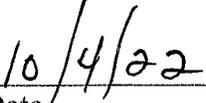
\_\_\_\_\_  
Criminal District Court Judge  
[appointing authority]

\_\_\_\_\_  
County Judge,  
Jefferson County, Texas  
[contracting authority]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
252<sup>nd</sup> District Court Judge  
[appointing authority]

  
\_\_\_\_\_  
Date



Severability: Each provision of this Contract is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Byrd Anti-Lobbying Amendment: Performing Entity certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Performing Entity to conduct such lobbying activities, Performing Entity shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Performing Entity acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Clean Air Act and Federal Water Pollution Control Act: Performing Entity represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

[Signature page follows.]

This Amendment shall become effective **upon signature of both parties.** All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

JEFFERSON COUNTY

By: \_\_\_\_\_

Clayton Wolf  
Chief Operating Officer

By: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

SAM  
UEID: EVA9NVGH2K85

Date: \_\_\_\_\_

SAM  
UEID: EKC1BVNLJXA8



# 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 11 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**, the BP Deepwater Horizon oil spill disaster in the Gulf of Mexico was the largest single-incident pollution event in U.S. history leading to the largest ever criminal and civil environmental damage settlements;

**Whereas**, the State of Texas was chosen by the U.S. Congress, U.S. Department of Justice and five Gulf State Attorneys General to receive a proportional share of all Deepwater Horizon environmental settlement funds;

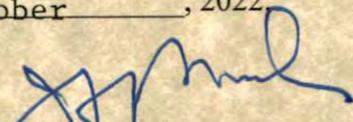
**Whereas**, the Texas Parks and Wildlife Department under Director Carter Smith demonstrated exceptional awareness of fish and wildlife damages to Texas from the oil spill and the suitability of conserving sensitive highly productive habitats in coastal Jefferson County using investments from the Deepwater Horizon settlements;

**Whereas**, TPWD under Carter Smith championed the world class biological importance of the Texas Chenier Plain from the Gulf of Mexico coast to the Big Thicket Preserve and from Trinity and Galveston Bays to the Sabine River;

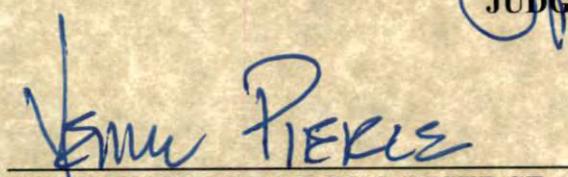
**Whereas**, the positive impacts to Jefferson County's natural resources, people and quality outdoor recreation are going to be lasting and legendary;

**Now Therefore, Be It Resolved** that the Jefferson County Commissioners Court adopts this heartfelt Resolution of Gratitude on behalf of the people and rich natural resources of the county that will benefit from Carter Smith's leadership of Texas Parks and Wildlife Department during a period of both crisis and opportunity.

SIGNED this 11 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



### PROCLAMATION

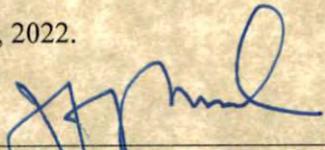
STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

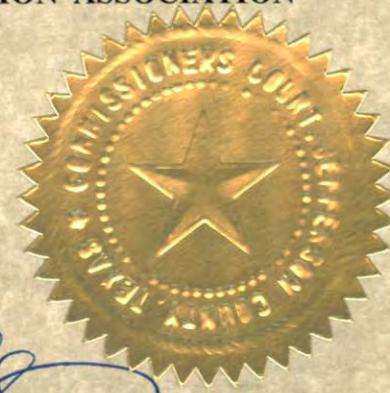
**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 11<sup>th</sup> day of OCTOBER, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

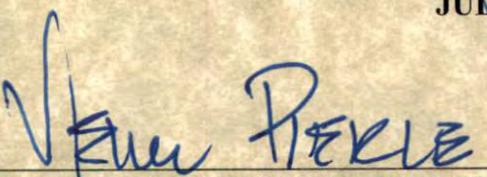
- WHEREAS,** The Texas Extension Education Association of Jefferson County believes strong families are basic to the well-being of Texas; and
- WHEREAS,** they have education programs that address critical needs impacting Texas families and communities; and
- WHEREAS,** they see education as a lifelong learning process; and
- WHEREAS,** they believe volunteers and opportunities for volunteer development are important; and
- WHEREAS,** they develop leadership that offers opportunities for personal growth and development; and
- WHEREAS,** cultural and ethnic diversity in programs and membership is present; and
- WHEREAS,** global awareness is recognized; and
- WHEREAS,** the Texas Extension Education Association cooperates with Texas A & M AgriLife Extension Serviced to attain mutual goals; and

**NOW, THEREFORE,** the Commissioners' Court of Jefferson County, Texas, do hereby proclaim the week of October 10<sup>TH</sup> through 13<sup>th</sup>, 2022, **TEXAS EXTENSION EDUCATION ASSOCIATION WEEK** in Jefferson County, Texas.

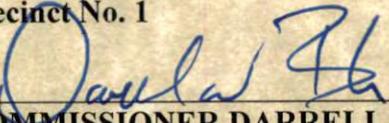
Signed this 11 day of October, 2022.

  
 \_\_\_\_\_  
**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

## 2022 AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

### **I. SCOPE OF AGREEMENT**

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

### **II. RESPONSIBILITIES OF THE PARTIES**

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds, GOMESA funds and Congressional Supplemental bills (hurricanes and any others) will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

**III. PERSONNEL**

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

**IV. TERM OF AGREEMENT AND TERMINATION**

A. This Agreement shall begin October 1, 2022 and expire on September 30, 2023 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in its or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

**V. COMPENSATION/TERMS OF PAYMENT**

A. During the term of this Agreement the County shall pay Consultant \$108,000 annually at \$9,000 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

- G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

## VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

### B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.
2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.
3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

## VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

**Jeff Branick, Judge, Jefferson County;** jbranick@co.jefferson.tx.us ; office: 409-835-8466.

**Tim Richardson, consultant,** trpr51@gmail.com, office/mobile 202-352-1269.

**VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION**

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

**IX. TAXES**

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

**X. TRANSFER OF INTEREST**

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

**XI. NOTICE**

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

- a) If to the County, to:  
Honorable Jeff Branick  
Jefferson County  
County Court House  
1149 Pearl Street  
Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson  
6707 Old Stage Road  
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

## **XII. GOVERNING LAW / VENUE**

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

## **XIII. AGENCY**

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

**XIV. ENTIRE AGREEMENT / SEVERABILITY**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XV. WAIVER**

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

**XVI. EQUAL OPPORTUNITY**

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

**XVII. MISCELLANEOUS**

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

**Jefferson County**

By \_\_\_\_\_  
Name: Jeff Branick  
Title: Judge  
EIN \_\_\_\_\_

Date \_\_\_\_\_

**Tim Richardson, Consultant**

By \_\_\_\_\_  
Name: Tim Richardson  
EIN 370-60-3504

Date \_\_\_\_\_

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:

\_\_\_\_\_  
Signature of Consultant

\_\_\_\_\_  
Date



**AGREEMENT  
 BETWEEN  
 JEFFERSON COUNTY COMMISSIONERS COURT  
 AND  
 LAMAR UNIVERSITY  
 (ON BEHALF OF THE LAMAR UNIVERSITY MEDIA ALLIANCE)**

**PURPOSE OF THIS AGREEMENT:**

The purpose of this Agreement is to define the responsibilities of Lamar University by and through its Lamar University Media Alliance (“LUMA”), and Jefferson County Commissioners Court (JCCC), as it pertains to the SETCAST program and summarizes the understandings of both parties in relation to the video production services provided for the JCCC’s meetings.

**CONTRACT TERM:** This Agreement is for services provided from September 1, 2022 to August 31, 2023, unless terminated by either party giving thirty (30) days written notice to the other.

**DUTIES OF JCCC:**

- a) Provide LUMA with a schedule and agenda for all regular meetings of JCCC, and
- b) Provide location in the meeting room for the camera operator to setup the equipment needed to tape the meetings, and
- c) Provide an audio outlet for the camera operator to plug into the meeting room sound system.

**DUTIES OF LUMA:**

- a) Provide video production services of each scheduled regular or special meetings of JCCC, and
- b) Provide any postproduction work needed to broadcast the videotapes/DVD’s, and
- c) Provide the delivery of the of the videotapes/DVD’s to proper site for their broadcast, and
- d) Supply all equipment and supplies needed to produce videotapes of the meetings, and
- e) Provide copies of all JCCC meetings.

**COMPENSATION TO LUMA:**

- a) JCCC agrees to pay Twelve Thousand Four Hundred Ninety-Nine Dollars (\$12,499) to Lamar University for services outlined above.
- b) Payment will be made to Lamar University upon delivery of this agreement and invoice.

**GENERAL PROVISIONS:**

1. **Liability:** To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges,



immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

2. **Venue:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas. Any legal action relating to this Agreement shall be brought in Jefferson County, Texas.
3. **Disputes:** If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
4. **Nondiscrimination:** In their execution of this agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
5. The parties will comply with all applicable federal, state, and local laws, ordinances and regulations in the performance of this Agreement.
6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein. The parties may not amend this Agreement except in writing, dated after the date of this agreement and signed by each party's representative. This Agreement will become effective upon signatures by the authorized representatives of Lamar University and JCCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below.

For: **LAMAR UNIVERSITY**

By: \_\_\_\_\_

Name: Robert H. Wagner

Title: Interim Chief Operations Officer

Date: \_\_\_\_\_

For: **Jefferson County CC**

By: \_\_\_\_\_

Name: Honorable Judge Jeff Branick

Title: Jefferson County Judge

Date: OCTOBER 11, 2022



# BEAUMONT

— T E X A S —

September 27, 2021

PEPE DOMINGUEZ  
JEFFERSON COUNTY ENGINEERING  
1149 PEARL 5TH FL  
BEAUMONT TX 77701

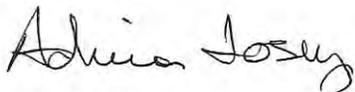
ETJ plat

Dear Mr. Dominguez:

Please see the enclosed Plat of Doguet's Diamond D Ranch, Phase 3C. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at [adina.josey@beaumonttexas.gov](mailto:adina.josey@beaumonttexas.gov).

Thank you,



Adina Josey  
Senior Planner

PLANNING & COMMUNITY DEVELOPMENT

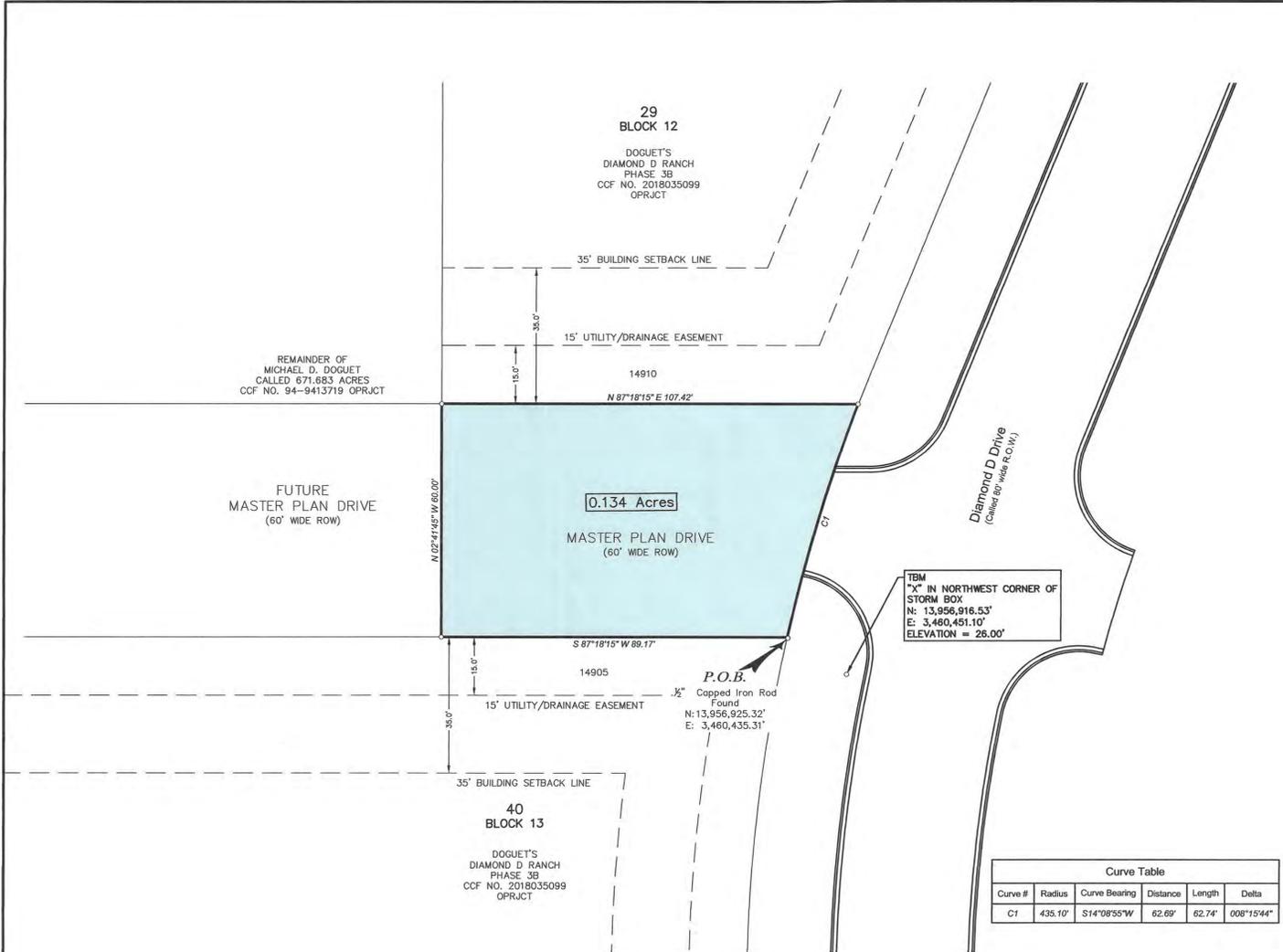
T 409.880.3100

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

[beaumonttexas.gov](http://beaumonttexas.gov)





TBM  
"X" IN NORTHWEST CORNER OF  
STORM BOX  
N: 13,956,916.53'  
E: 3,460,451.10'  
ELEVATION = 26.00'

Curve Table					
Curve #	Radius	Curve Bearing	Distance	Length	Delta
C1	435.10'	S14°08'55\"W	62.69'	62.74'	008°15'44\"

**FIELD NOTE DESCRIPTION:**  
BEING a 0.134 acre tract of land lying in the JAMES GERISH, SR. SURVEY, Abstract No. 24, in Jefferson County, Texas, being out of and portion of the remainder of that certain 671.683 acre tract of land described in an instrument to Michael D. Doguet of record in County Clerk's File No. 94-9413719 of the Official Public Records of Jefferson County, Texas, said 0.134 acres being more particularly described as follows:

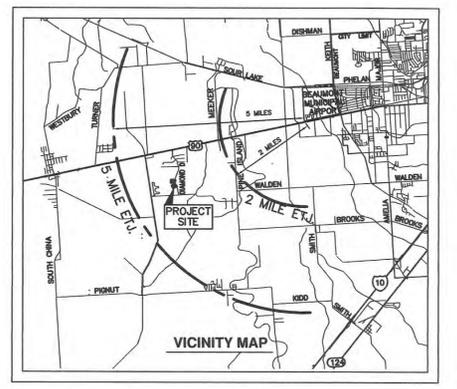
BEGINNING at a 1/2" Capped Iron Rod having Texas State Plane Coordinate values of N: 13,956,925.32' and E: 3,460,435.31' found ("F&S 409 832-7238") marking the West right-of-way line of Diamond D Drive (an 80' wide public roadway), the Northeast corner of Lot 40, Block 13 of Doguet's Diamond D Ranch, Phase 3B of record in County Clerk's File No. 2018035099 of the said Official Public Records and being the Southeast corner of the herein described tract;

THENCE S 87°18'15" W along and with the North line of said Lot 40 and with the South line of the herein described tract for a distance of 89.17 feet to a 1/2" Capped Iron Rod found ("F&S 409 832-7238") marking the Southwest corner of the herein described tract;

THENCE N 02°41'45" W, over and across the remainder of said 671.683 acre tract and with the West line of herein described tract for a distance of 60.00 feet to a 1/2" Capped Iron Rod found ("F&S 409 832-7238") marking the Southwest corner of Lot 29, Block 12 of the said Doguet's Diamond D Ranch, Phase 3B and being the Northwest corner of the herein described tract;

THENCE N 87°18'15" E along and with the South line of said Lot 29 and with the North line of the herein described tract for a distance of 107.42 feet to a 1/2" Capped Iron Rod found ("F&S 409 832-7238") marking the Southeast corner of said Lot 29, the West line of said Diamond D Drive, the beginning of a curve to the left and being the Northeast corner of the herein described tract;

THENCE along and with the curve to the left (having a radius of 435.10 feet, a chord bearing of S 14°08'55" W and a chord distance of 62.69 feet) along and with the West right-of-way line of said Diamond D Drive and with the East line of the herein described tract for a distance along the arc of 62.74 feet to the POINT AND PLACE OF BEGINNING, containing in area, 0.134 acres of land, more or less.



**Development Regulations Note:**  
No construction or other development within this subdivision may begin until all Jefferson County development requirements have been met.

**Municipal ETJ note:**  
This subdivision lies within the extraterritorial jurisdiction of the City of Beaumont, Texas. Site is greater than 2 miles from Beaumont limits as such, Jefferson County Construction Standards and Regulations apply.

**School District plat note:**  
This subdivision is within the boundaries of the Hardin-Jefferson Independent School District.

**FEMA flood plain note:**  
All of the subdivision lies within the boundaries of Flood Zone X as delineated on the FEMA Flood Insurance Rate Map of Jefferson County, Community Plan # 480385 0120 C dated August 6, 2002. FEMA Flood Zone X is defined as areas of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.

Due to known high water, the minimum finished floor elevation should be elevation 29.50 or 18 inches above ground, whichever is higher. (According to D06)

**Utility notes:**  
Electric utility service will be provided by: Entergy Texas, Inc.  
Telephone utility service will be provided by: A T & T  
Water utility service will be provided by: Meeker Water Corporation  
Sewer utility service will be provided by: -NONE-  
Gas utility service will be provided by: Centerpoint Energy  
Cable utility service will be provided by: -NONE-

**Sewage Disposal Note:**  
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

**Individual Water Supply Note:**  
No structure in this subdivision shall be occupied until connected to an individual water supply, or state approved community water system.

**Water Supply Note:**  
No structure in this subdivision shall be occupied until the structure has a customer service inspection performed by Meeker MWD Operator/Rep.  
Water tap for each residence to be installed by Meeker Municipal Water District.

Meeker Water Supply Corporation, an approved public water supply system, has adequate quantity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

KNOWN ALL MEN BY THESE PRESENTS, THAT MICHAEL D. DOGUET, OWNER OF 671.683 ACRES OF LAND OUT OF THE JAMES GERISH, SR. LEAGUE, ABSTRACT 24 IN JEFFERSON COUNTY, TEXAS, BEING RECORDED IN THE COUNTY CLERK'S FILE NO. 94-9413719 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS DOES HEREBY SUBDIVIDE SAID 0.134 ACRES OF LAND CALLED DOGUET'S DIAMOND D RANCH PHASE 3C IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

*Michael D. Doguet*  
MICHAEL D. DOGUET, OWNER

**COUNTY DIRECTOR OF ENGINEERING CERTIFICATE**

I, \_\_\_\_\_, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME BY AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS \_\_\_\_\_

**CITY PLANNING AND ZONING COMMISSION APPROVAL**

THIS IS TO CERTIFY THAT THE CITY OF BEAUMONT, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE PLANNING & ZONING COMMISSION OF THE CITY OF BEAUMONT, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2022.

CHAIRMAN \_\_\_\_\_

ATTESTED AND APPROVED FOR ADMINISTRATION: \_\_\_\_\_

SECRETARY \_\_\_\_\_

**CERTIFICATION OF ENGINEER**

I, DONALD R. KING, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, CERTIFY THAT THE CONSTRUCTION PLANS, PAVEMENT DESIGNS, AND THE LOCATION AND APPROXIMATE SIZES OF THE DRAINAGE STRUCTURE(S) SET FORTH IN THIS FINAL PLAT ARE IN ACCORDANCE WITH THE COUNTY'S ROAD AND DRAINAGE SPECIFICATIONS AND ARE IN COMPLIANCE WITH THE JEFFERSON COUNTY SUBDIVISION RULES AND DEVELOPMENT REGULATIONS.

*Donald R. King*  
DONALD R. KING, P.E.  
REGISTERED PROFESSIONAL ENGINEER NO. 48461

**THE STATE OF TEXAS  
COUNTY OF JEFFERSON**

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 14 DAY OF Sept, 2022, BY DON KING, REGISTERED PROFESSIONAL ENGINEER NO. 48461.

*Rebecca L. Pellerin*  
REBECCA L. PELLERIN  
My Notary ID # 11965411  
Expires May 9, 2024

MY COMMISSION EXPIRES May 9, 2024 (DATE)

**LEGEND**

P.O.B. - POINT OF BEGINNING

- - IRON ROD SET W/CAP "F&S 409 832-7238"
- - IRF W/CAP "F&S 409 832-7238"

**NOTES:**

- BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE, NAD83, U.S. SURVEY FEET.
- FINAL DETERMINATION OF CULVERT SIZE SHALL BE BY JEFFERSON COUNTY PRECINCT OFFICE.
- SUBDIVISION BENCHMARK IS A "X" IN NORTHWEST CORNER OF STORM BOX ON THE WEST SIDE OF DIAMOND "D" DRIVE N: 13,956,916.53'; E: 3,460,451.10' AND ELEVATION = 26.00'



**A FINAL PLAT  
of  
Diamond D Ranch  
PHASE 3C**

**BEING A 0.134 ACRE SUBDIVISION  
OUT OF THE  
JAMES GERISH, SR. SURVEY, A-24  
JEFFERSON COUNTY, TEXAS BEING  
DEVELOPED BY: DOGUET'S  
DIAMOND D RANCH LTD.  
SEPTEMBER 2022**

**Fittz & Shipman  
INC.**  
Consulting Engineers and Land Surveyors  
1405 CORNERSTONE COURT, BEAUMONT, TEXAS  
(409) 832-7238 FAX (409) 832-7303  
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

**STATE OF TEXAS  
COUNTY OF JEFFERSON**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL D. DOGUET (OWNER), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF Sept. A.D., 2022.

*Monica Brown*  
MONICA BROWN  
Notary Public, State of Texas  
My Commission Expires  
September 26, 2023  
NOTARY ID 13038154-9

**SURVEYORS CERTIFICATE**

I, MITCHELL LEE BRACKIN, DO HEREBY CERTIFY THAT THIS PLAT REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND AND ACCORDING TO LAW, AND THAT THE LIMITS, BEARINGS AND CORNERS ARE TRULY DESCRIBED JUST AS I FOUND OR SET THEM, GIVEN UNDER MY HAND AND SEAL THIS 14 DAY OF Sept, 2022.

*Mitcheal Lee Brackin*  
MITCHELL LEE BRACKIN  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5163

SUBSCRIBED AND SWORN TO BEFORE ME BY MITCHELL LEE BRACKIN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14 DAY OF Sept, 2022.

*Rebecca L. Pellerin*  
REBECCA L. PELLERIN  
My Notary ID # 11965411  
Expires May 9, 2024

MY COMMISSION EXPIRES: May 9, 2024 (DATE)

**CERTIFICATE OF RECORDING**

I, \_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2022, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

RECORDED IN FILE # \_\_\_\_\_, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE AT \_\_\_\_\_ THE DAY AND DATE LAST ABOVE WRITTEN.

COUNTY CLERK  
JEFFERSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY

RESTRICTIONS RECORDED: \_\_\_\_\_

**CERTIFICATE OF COUNTY APPROVAL  
STATE OF TEXAS  
JEFFERSON COUNTY**

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS/ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT 2  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT 3  
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS



October 4, 2022

PEPE DOMINGUEZ  
JEFFERSON COUNTY ENGINEERING  
1149 PEARL 5TH FL  
BEAUMONT TX 77701

ETJ plat

Dear Mr. Dominguez:

Please see the enclosed Plat of Hardin Ranch. This plat is located in the City of Beaumont's ETJ (extra-territorial jurisdiction) and was therefore submitted to my office under the "one stop" agreement with the county. Please place this plat on the County Commissioner's agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3100 or you can email staff at [zoning@beaumonttexas.gov](mailto:zoning@beaumonttexas.gov).

Thank you,

A handwritten signature in black ink, appearing to read "Demi Engman".

Demi Engman  
Senior Planner

PLANNING & COMMUNITY  
DEVELOPMENT   
T 409.880.3100  
F 409.880.3110  
PO Box 3827 | Beaumont, TX 77704  
[beaumonttexas.gov](http://beaumonttexas.gov)

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That Rippeon Properties, LTD, owner of a 26.67 acre tract out of the Emery Rains Survey, Abstract No. 44, Jefferson County, Texas, as conveyed by deed dated May 24, 2021 and recorded in Clerk's File No. 2021017745 of the Jefferson County Real Property Records, DOES HEREBY SUBDIVIDE 16.00 acres of said 26.67 acre tract to be known as Hardin Ranch, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public the streets and easements shown hereon.

IN WITNESS WHEREOF the said Corporation Name has caused these presents to be executed by its Corporate Title, Name, thereunto duly authorized,

*James E. Rippeon*  
James E. Rippeon, Operating Manager

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared James E. Rippeon, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of OCTOBER, A.D., 2022

*Ann Lindholm*  
NOTARY PUBLIC in and for JEFFERSON COUNTY, TEXAS



Certification of Surveyor:

I, Richard F. Faust, a Registered Professional Land Surveyor in the state of Texas certify that this plat has been prepared from and actual survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the Subdivision Regulations of Jefferson County.

*Richard F. Faust*  
Richard F. Faust, P.E., R.P.L.S.,  
Registered Professional Land Surveyor No. 4782  
Engineering Firm Registration No. 4800  
Surveying Firm Registration No. 100024-00

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Richard F. Faust, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of SEPTEMBER, A.D., 2022

*Ann Lindholm*  
NOTARY PUBLIC in and for JEFFERSON COUNTY, TEXAS



Certification of County Director of Engineering

I, \_\_\_\_\_, County Engineer of Jefferson County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas

COUNTY ENGINEER

Electric utility service will be provided by: ENTERGY  
Telephone utility service will be provided by: AT&T  
Gas utility service will be provided by: NA  
Water utility service will be provided by: MEEKER MUNICIPAL WATER DISTRICT  
Sewer utility service will be provided by: NA  
Cable utility service will be provided by: NA

Meeker Municipal Water District, an approved public water supply system, has adequate capacity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

*Billy Kinney*  
Water Supply Representative

CERTIFICATE OF APPROVAL, CITY OF BEAUMONT  
PLANNING AND ZONING COMMISSION

APPROVED THIS 27 DAY OF SEPTEMBER, 2022  
BY THE CITY OF BEAUMONT PLANNING AND ZONING  
COMMISSION, BEAUMONT, JEFFERSON COUNTY, TEXAS 77707

PLANNING COMMISSION CHAIRMAN: Sina K. Nejad  
SECRETARY: Chris Boone

Certificate of County Approval, to-wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, authorizing the filing for record of this plat. Jefferson County

assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. 1: Jefferson County, Texas  
Commissioner Precinct No. 2: Jefferson County, Texas

Commissioner Precinct No. 3: Jefferson County, Texas  
Commissioner Precinct No. 4: Jefferson County, Texas

County Judge: \_\_\_\_\_  
Jefferson County, Texas

NOW OR FORMERLY  
TIMOTHY RAY SCHRECK  
(CALLED 5.6382 ACRE TRACT)  
(C.F. NO. 2011007236 JCOPR)

Ann Lindholm  
My Commission Expires  
09/06/2025  
ID No. 125401215

NOW OR FORMERLY  
TIMOTHY RAY SCHRECK  
(CALLED 5.6382 ACRE TRACT)  
(C.F. NO. 2011007236 JCOPR)

COUNTY ENGINEER

Electric utility service will be provided by: ENTERGY  
Telephone utility service will be provided by: AT&T  
Gas utility service will be provided by: NA  
Water utility service will be provided by: MEEKER MUNICIPAL WATER DISTRICT  
Sewer utility service will be provided by: NA  
Cable utility service will be provided by: NA

Meeker Municipal Water District, an approved public water supply system, has adequate capacity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

*Billy Kinney*  
Water Supply Representative

CERTIFICATE OF APPROVAL, CITY OF BEAUMONT  
PLANNING AND ZONING COMMISSION

APPROVED THIS 27 DAY OF SEPTEMBER, 2022  
BY THE CITY OF BEAUMONT PLANNING AND ZONING  
COMMISSION, BEAUMONT, JEFFERSON COUNTY, TEXAS 77707

PLANNING COMMISSION CHAIRMAN: Sina K. Nejad  
SECRETARY: Chris Boone

Certificate of County Approval, to-wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, authorizing the filing for record of this plat. Jefferson County

assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. 1: Jefferson County, Texas  
Commissioner Precinct No. 2: Jefferson County, Texas

Commissioner Precinct No. 3: Jefferson County, Texas  
Commissioner Precinct No. 4: Jefferson County, Texas

County Judge: \_\_\_\_\_  
Jefferson County, Texas

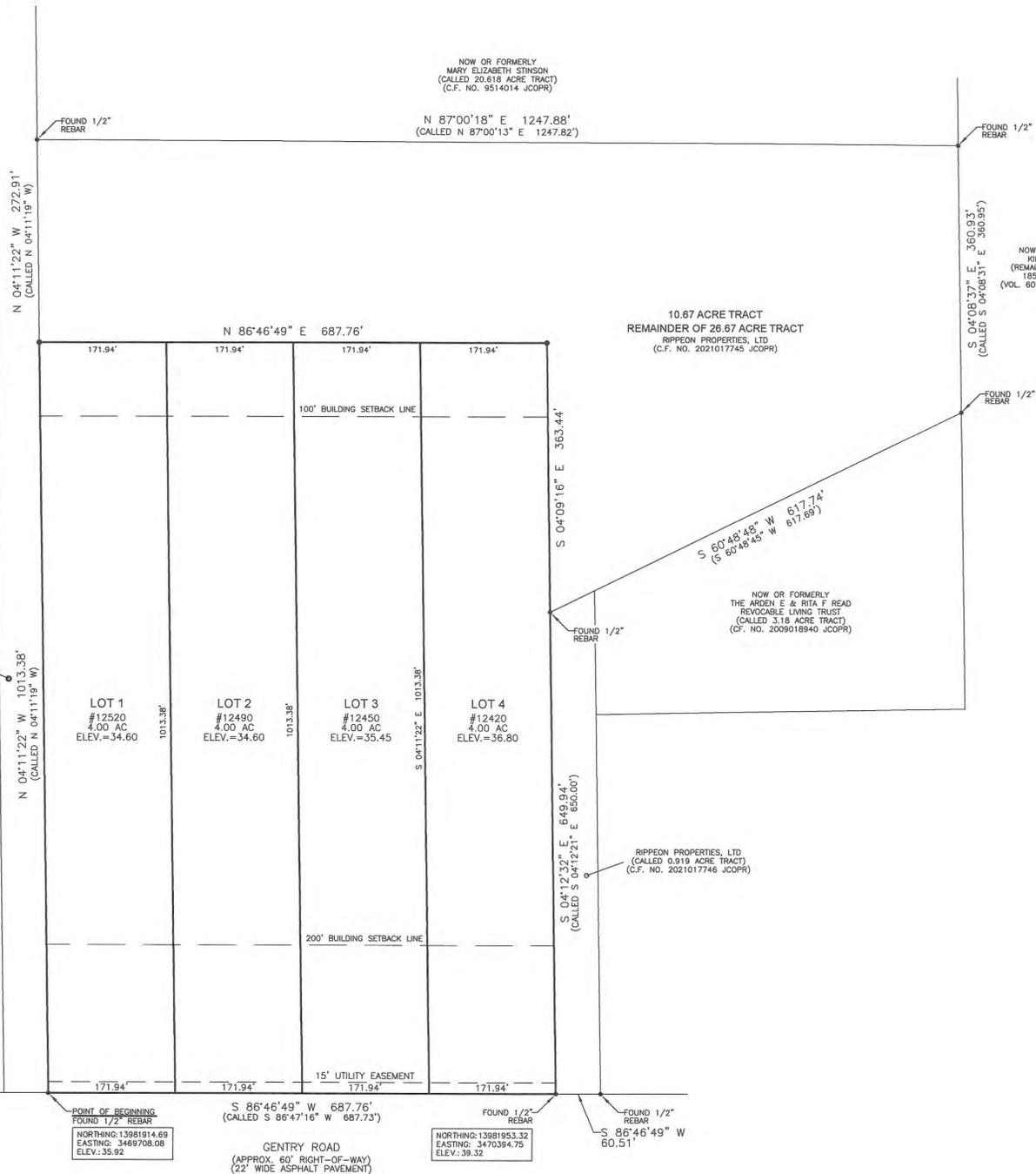
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

RECORDED \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

CLERKS FILE NO. \_\_\_\_\_  
OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY,  
JEFFERSON COUNTY, TEXAS.

COUNTY CLERK OF JEFFERSON COUNTY, TEXAS  
Laurie Lelster

BY: \_\_\_\_\_ DEPUTY



LEGAL DESCRIPTION

THAT CERTAIN 16.00 ACRE TRACT OF LAND OUT OF THE DAVID CHOATE SURVEY, ABSTRACT 10, JEFFERSON COUNTY, TEXAS, AND BEING OUT OF A CALLED 26.67 ACRE TRACT, AS DESCRIBED IN CLERK'S FILE NO. 2021017745, OF THE JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS; SAID 16.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND IN THE NORTH RIGHT-OF-WAY LINE OF GENTRY ROAD AND FOR THE SOUTHEAST CORNER OF A TRACT CONVEYED TO TIMOTHY RAY SCHRECK, AS DESCRIBED IN CLERK'S FILE NO. 2011007236 OF THE JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS; SAID REBAR BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 04°11'22" WEST (CALLED NORTH 04°11'19" WEST) ALONG THE EAST LINE OF SAID SCHRECK TRACT, A DISTANCE OF 1013.38 FEET TO A 1/2" REBAR SET AND CAPPED FAUST FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 86°46'49" EAST, A DISTANCE OF 687.76 FEET TO A 1/2" REBAR SET AND CAPPED FAUST FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 04°09'18" EAST, A DISTANCE 363.44 FEET TO A 1/2" REBAR FOUND FOR THE NORTHWEST CORNER OF A CALLED 0.919 ACRE TRACT, CONVEYED TO RIPPEON PROPERTIES, LTD, AS DESCRIBED IN CLERK'S FILE NO. 2021017746 OF THE JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS AND FOR ANGLE POINT IN THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 04°12'32" EAST (CALLED SOUTH 04°12'21" EAST) ALONG THE WEST LINE OF THE SAID 0.919 ACRE TRACT, A DISTANCE 649.94 FEET (CALLED 650.00 FEET) TO A 1/2" REBAR FOUND IN THE SAID NORTH RIGHT-OF-WAY LINE OF GENTRY ROAD AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 86°46'49" WEST (CALLED SOUTH 86°47'16" WEST) ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF GENTRY ROAD, A DISTANCE OF 687.76 FEET (CALLED 687.73 FEET), TO THE POINT OF BEGINNING AND CONTAINING 16.00 ACRES OF LAND, MORE OR LESS.

SURVEYOR NOTES:

- 1. ALL PROPERTY CORNERS ARE MARKED WITH A 1/2" REBAR SET AND CAPPED "FAUST" UNLESS SHOWN OTHERWISE.
- 2. PROPERTY IS IN FLOOD ZONE "X". FLOOD ZONE WAS DETERMINED FROM THE FIRM (FLOOD INSURANCE RATE MAP) 4803850110C, REVISED AUGUST 6, 2002 PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM. LOCATION WAS DETERMINED BY SCALE AND FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT NOR SUBSCRIBE TO ACCURACY OF THE SAID MAP.
- 3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.
- 4. ELEVATIONS SHOWN ARE NAVD 1988.
- 5. NEW CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY NOT BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
- 6. NEW STRUCTURES IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
- 7. NEW STRUCTURES IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
- 8. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
- 9. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT
- 10. ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
- 11. A TOTAL OF 4 LOTS WILL BE IN THE SUBDIVISION.
- 12. THIS PROPERTY LIES WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT.
- 13. LOT OWNERS WILL NOT BE ALLOWED TO INSTALL CULVERTS/SURFACE DRAINS TO REPLACE THE OPEN DITCH SYSTEMS FRONTING THEIR LOT(S) OTHER THAN THAT ALLOWED BY THE COUNTY FOR DRIVEWAYS.
- 14. ALL LOTS SHALL BE GRADED TO DRAIN TO STREETS AND SHALL NOT DRAIN ONTO ADJACENT LOTS BEFORE AND AFTER STRUCTURES ARE BUILT.
- 15. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT. DUPLEXES SHALL NOT BE CONSTRUED AS BEING A SINGLE FAMILY RESIDENCE.
- 16. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED ON THE PROPERTY BELONGING TO OR BEING A PART OF THIS SUBDIVISION.

A MINOR PLAT OF  
**HARDIN RANCH**  
A 16.00 ACRE TRACT OUT OF THE  
EMERY RAINS SURVEY, ABSTRACT 44,  
JEFFERSON COUNTY, TEXAS

JOB NO. 21377

*Faust*  
ENGINEERING AND SURVEYING, INC.  
PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY. STE O • BEAUMONT, TEXAS 77708 • (409) 813-3410  
ENGINEERING FIRM NO. 4800 • SURVEYING FIRM NO. 100024-00

Type of Facility	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSFF (sqft)	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSFF (sqft)
Single Family less than 1500 sqft	225	6428	180	5143
Single Family less than 2500 sqft	300	8571	240	6857
Single Family less than 3500 sqft	375	10714	300	8571
Single Family less than 4500 sqft	450	12857	360	10286
Single Family less than 5500 sqft	525	15000	420	12000
Greater than 5500 sqft each additional 1500 sqft or increment	75		60	

Fall 2022Grant Applicants with Totals:

	<u>Requested:</u>	<u>Awarded:</u>
1. <b>Southeast Texas Baseball Academy</b> Bid Fee – Baseball Tournaments	<u>\$27,925</u>	<u>\$27,925</u>
2. <b>Lion Hearted</b> Bid Fee – Sanctioned Amateur Boxing Event	<u>\$4,555</u>	<u>\$1,500</u>
3. <b>Roman Catholic Diocese of Beaumont</b> Pre-promotion and advertising – ‘Mission Possible’ 5k Run	<u>\$4,000</u>	<u>\$1,000</u>
4. <b>The Art Studio, Inc.</b> Pre-promotion and advertising – The Art Studio	<u>\$8,000</u>	<u>\$1,000</u>
5. <b>Neches River Festival, Inc.</b> Pre-promotion and advertising – 75 <sup>th</sup> Anniversary	<u>\$8,652.04</u>	<u>\$4,152</u>
6. <b>Southeast Texas Arts Council</b> Pre-promotion and advertising – Printing of ‘Off Ramp’ Publication	<u>\$8,000</u>	<u>\$4,000</u>
7. <b>Ford Park</b> Pre-promotion and advertising – Facility Marketing	<u>\$92,000</u>	<u>\$92,000</u>
8. <b>Port Neches Chamber of Commerce</b> Pre-promotion and advertising – Riverfest 2023	<u>\$48,115</u>	<u>\$15,000</u>

	<u>Requested:</u>	<u>Awarded:</u>
<p><b>9. Lamar State College Port Arthur</b> Pre-promotion and advertising – Sabine Showdown Golf Tournament</p>	<u>\$1,000</u>	<u>\$1,000</u>
<p><b>10. Streetz Dance Convention</b> Pre-promotion and advertising – Printing</p>	<u>\$5,000</u>	<u>\$5,000</u>
<p><b>11. Top Dog Softball</b> Non-Bid Fee Tournament – March Madness</p>	<u>\$500/\$500</u>	<u>\$500/\$500</u>
<p><b>12. Top Dog Softball</b> Non-Bid Fee Tournament – 31<sup>st</sup> Annual Top Dog Classic</p>	<u>\$500/\$500</u>	<u>\$500/\$500</u>
<p><b>13. Southern Black Softball Association</b> Bid Fee Tournament – SBSA Black World</p>	<u>\$7,500</u>	<u>\$6,000</u>
<p><b>14. Southern Black Softball Association</b> Bid Fee Tournament – SBSA All World</p>	<u>\$7,500</u>	<u>\$6,000</u>
<p><b>15. Port Arthur &amp; Beaumont CVB's</b> Pre-promotion and advertising – Co-op Trade Shows</p>	<u>\$19,940</u>	<u>\$19,940</u>
<p><b>16. Jefferson County Convention &amp; Visitors Bureau</b> Pre-promotion and advertising – Printing of RVGs</p>	<u>\$81,500</u>	<u>\$81,500</u>
<p><b>17. Bringing Back the Glory Tournaments/Kingdom Reign</b> Non-Bid Fee Tournament – Bringing Back the Glory</p>	<u>\$500/\$500</u>	<u>\$500/\$500</u>

	<u>Requested:</u>	<u>Awarded:</u>
18. <b>Port Arthur Historical Society (DBA Museum of the Gulf Coast)</b>	<b><u>\$10,265.29</u></b>	<b><u>\$10,265</u></b>
Pre-promotion and advertising – Museum of the Gulf Coast		
19. <b>City of Port Arthur</b>	<b><u>\$50,000</u></b>	<b><u>\$15,115</u></b>
Beach/Park on Waterway – Maintain public restrooms		
20. <b>FunGuys, LLC</b>	<b><u>\$15,000</u></b>	<b><u>\$5,000</u></b>
Pre-promotion and advertising – Magic of Lights at Ford Park		
21. <b>Art Museum of Southeast Texas</b>	<b><u>\$9,510.99</u></b>	<b><u>\$4,883</u></b>
Pre-promotion and advertising – Summer 2023 Exhibition		
22. <b>Gulf Coast Youth Soccer Club</b>	<b><u>\$2,500</u></b>	<b><u>\$2,500</u></b>
Pre-promotion and advertising – Soccer Tournament		
23. <b>Gulf Coast Youth Soccer Club</b>	<b><u>\$3,500</u></b>	<b><u>\$3,500</u></b>
Pre-promotion and advertising – Soccer Tournament		
24. <b>Mardi Gras Southeast Texas, Inc.</b>	<b><u>\$25,000</u></b>	<b><u>\$20,000</u></b>
Pre-promotion and advertising – Mardi Gras 2023		
<b>Totals: (including Ford Park)</b>	<b><u>\$445,963.32</u></b>	<b><u>\$328,780</u></b>

**\* FORD PARK MARKETING FUNDS (See Pg. 1) DO NOT COME OUT OF HOT FUNDS THEY HAVE THEIR OWN BUDGETED LINE ITEM\***