



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Invitation for Bids

October 29, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Jefferson County Doggett Park Midway Rehabilitation

BID NUMBER: IFB 24-065/MR

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, November 20, 2024

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

There will be a **Pre-Bid Conference and Walk-Through** at 2:00 PM CT on **Thursday, November 7, 2024**, at Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701.

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 contract execution and prior to the issuance of Notice to Proceed and/or Purchase Order, the Bidder shall furnish the following bonds: Performance Bond to the County for the full amount of the contract if the contract exceeds one hundred thousand dollars (\$100,000). Payment Bond to the County for the full amount of the contract if the contract exceeds twenty-five thousand dollars (\$25,000.00).

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.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.

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint, circular official seal of Jefferson County, Texas.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

The Examiner:

October 31, 2024 & November 7, 2024

TABLE OF CONTENTS

| | |
|--|-----|
| TABLE OF CONTENTS | 1 |
| SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT | 2 |
| HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) | 13 |
| SECTION 2: FEMA MANDATED CONTRACT PROVISIONS | 14 |
| BYRD ANTI-LOBBYING CERTIFICATION FORM | 24 |
| DEBARMENT/SUSPENSION CERTIFICATION | 25 |
| CIVIL RIGHTS COMPLIANCE PROVISIONS | 26 |
| SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS | 28 |
| <u>INSERTION PAGE</u> : SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF | 30 |
| SAMPLE FORM 1295..... | 32 |
| <u>INSERTION PAGE</u> : FORM 1295 | 33 |
| SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS | 34 |
| <u>INSERTION PAGE</u> : CERTIFICATE OF INSURANCE (COI) PROOF | 37 |
| BIDDER INFORMATION FORM..... | 38 |
| SECTION 4: MINIMUM SPECIFICATIONS | 39 |
| AFFIDAVIT OF WARRANTY..... | 50 |
| OFFER TO CONTRACT FORM | 51 |
| ACCEPTANCE OF OFFER FORM..... | 52 |
| <u>INSERTION PAGE</u> : ADDENDA | 53 |
| <u>INSERTION PAGE</u> : BID SECURITY | 54 |
| BID FORM | 55 |
| VENDOR REFERENCES | 56 |
| SIGNATURE PAGE | 57 |
| CERTIFICATION REGARDING LOBBYING | 58 |
| CONFLICT OF INTEREST QUESTIONNAIRE | 59 |
| LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) | 60 |
| GOOD FAITH EFFORT DETERMINATION CHECKLIST | 61 |
| NOTICE OF INTENT | 62 |
| HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM..... | 63 |
| RESIDENCE CERTIFICATION/TAX FORM..... | 67 |
| HOUSE BILL 89 VERIFICATION | 68 |
| SENATE BILL 252 CERTIFICATION | 69 |
| BID AFFIDAVIT | 70 |
| GEOTECHNICAL INVESTIGATION | 71 |
| PROJECT PLANS | 113 |

BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet (**including technical specifications**), **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 office 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. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, 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.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: mbda@hccs.edu

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

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

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

| THRESHOLD | PROVISION | CITATION |
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| >\$250,000 (Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , 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. | 2 CFR 200 APPENDIX II (A) |
| >\$10,000 | 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. | 2 CFR 200 APPENDIX II (B) |
| None | <p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(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:</p> | 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b) |

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| | <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p> | |
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| | <p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>The [recipient] 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 [recipient] 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.</p> <p>The [recipient] 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.</p> <p>The [recipient] 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 [recipient] 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 [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p> | |
| >\$2,000 | <p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions</p> | <p>2 CFR 200 APPENDIX II (D)</p> |

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| | Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. | |
| >\$100,000 | Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200 APPENDIX II (E) |
| None | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency. | 2 CFR 200 APPENDIX II (F) |
| >\$150,000 | Clean Air Act (42 U.S.C. 7401-7671g .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). | 2 CFR 200 APPENDIX II (G) |

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| >\$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200 APPENDIX II (H) |
| >\$100,000 | Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |
| | See 2 CFR §200.323. | 2 CFR 200 APPENDIX II (J) |
| | See 2 CFR §200.216. | 2 CFR 200 APPENDIX II (K) |
| | See 2 CFR §200.322. | 2 CFR 200 APPENDIX II (L) |
| >\$10,000 | 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. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during 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. | 2 CFR 200.323 |
| >\$100,000 | <i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. | |

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| | <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p> | |
| None | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered | 2 CFR 200.216 |

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| | <p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p> | |
| None | <p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> | 2 CFR 200.322(a)(b)(1)(2) |
| None | <p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p> | 2 CFR 200.112 |

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| None | <p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p> | 2 CFR 200.336 |
| None | <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p> | 2 CFR 200.321 |
| None | <p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> | 2 CFR 200.334 |

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| | <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> | |
| None | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p> | Texas Government Code 2252.152 |
| >\$100,000 | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> | Texas Government Code 2271.002 |

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| | <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p> | |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate. | Optional |
| | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. | 42 U.S.C. 6201 |
| | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance. | Section 504 of the Rehabilitation Act of 1973, as amended. |

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

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 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

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

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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, November 20, 2024.

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 (2024):

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|------------------|------------------------|-----------------------------|
| January 15 | (Monday) | Martin Luther King, Jr. Day |
| March 29 | (Friday) | Good Friday |
| May 27 | (Monday) | Memorial Day |
| June 19 | (Wednesday) | Juneteenth |
| July 4 | (Thursday) | Independence Day |
| September 2 | (Monday) | Labor Day |
| November 11 | (Monday) | Veteran's Day |
| November 28 & 29 | (Thursday & Friday) | Thanksgiving |
| December 25 & 26 | (Wednesday & Thursday) | Christmas |
| January 1, 2025 | (Wednesday) | New Year's |

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. PRE-BID MEETING AND WALK-THROUGH.

There will be a Pre-Bid Meeting and Walk-Through on Thursday, November 7, 2024, at 2:00 PM CT, at Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, November 13, 2024.

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.

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

A sample of a completed FORM 1295 is included on **PAGE 32**.

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

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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| <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> | | <p>OFFICE USE ONLY</p> | | | | | | | | | | | | | | | |
| <p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</p> | | | | | | | | | | | | | | | | | |
| <p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p> <p>JEFFERSON COUNTY, TEXAS</p> | | | | | | | | | | | | | | | | | |
| <p>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.</p> <p>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</p> | | | | | | | | | | | | | | | | | |
| <p>4 Name of Interested Party</p> | | <p>City, State, Country (place of business)</p> | | | | | | | | | | | | | | | |
| | | <p>Nature of Interest (check applicable)</p> <table border="1"> <tr> <td>Controlling</td> <td>Intermediary</td> </tr> <tr> <td>X</td> <td></td> </tr> <tr> <td></td> <td>X</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table> | | Controlling | Intermediary | X | | | X | | | | | | | | |
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| <p>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</p> | | | | | | | | | | | | | | | | | |
| <p>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</p> | | | | | | | | | | | | | | | | | |
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| <p>5 Check only if there is NO Interested Party.</p> | | <p>CHECK BELOW IF APPLICABLE</p> <p><input type="checkbox"/></p> | | | | | | | | | | | | | | | |
| <p>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p>(month) (year)</p> <p>_____ Signature of authorized agent of contracting business entity (Declarant)</p> | | | | | | | | | | | | | | | | | |
| <p>ADD ADDITIONAL PAGES AS NECESSARY</p> | | | | | | | | | | | | | | | | | |

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017
NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

| | |
|--|--------------------|
| Public Liability, including Products & Completed Operations | \$1,000,000 |
| Excess Liability | \$1,000,000 |

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

| |
|-----------------------------|
| <p>REQUIRED FORM</p> |
|-----------------------------|

| |
|---|
| <p><u>Bidder:</u> Please complete this form and include with bid submission.</p> |
|---|

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-065/MR. To schedule a site visit, contact Michelle Falgout, County Engineer at 409-835-8584.

DIVISION I SCOPE OF WORK

PROJECT OVERVIEW

It is the intent of the Contract Documents to provide the requirements and specification for the construction associated with Jefferson County **Doggett Park Midway Rehabilitation Project** which includes all labor, material and work required for Excavation of 2.25 inches of the existing surface materials, reworking existing base, cement treating the base in-place, grading, priming and placement of 2 inches of HMA, and all other work related to rehabilitation as called out in the plans and specifications for this project.

The project requires that the construction be completed and ready for use by the Owner in the time specified in this document. CONTRACTOR TO PERFORM ALL WORK AS INDICATED. This contract shall provide for the necessary labor, overhead, supervision, equipment, tools, materials, and all other related construction items necessary for the proposed project, all in strict accordance with the construction plans and specifications. Contractor is responsible for all damages caused by the contractor. This includes labor, materials and work required to repair damages. The Geotechnical Investigations begin on page 71 of these specifications and the Project Plans begin on page 113 of these specifications.

GENERAL SCOPE OF WORK:

The general scope of the Midway Rehabilitation work includes all labor, material and work to perform the following:

- Excavating the top 2.25 inches of the existing surface to the limits shown on the plans. Surface varies, but includes chip seal, asphalt patches, grass areas, and base.
- Reworking 8 inches of the remaining base and subgrade materials
- Mixing 8% cement, by weight, into the 8 inch reworked surface
- Compacting, watering, grading to the required grades and micro cracking the surface
- Application of AEP primer to the surface
- Installing 2 inches of HMA with PG70-22 binder
- Performing hand work as necessary around areas in the parking lot that include concrete pads for water connections/sewer clean outs, light poles, electrical boxes, fire hydrants, bollards, etc.
- Placing temporary safety fencing at the location shown on the drawings and placing barricades areas between finished asphalt areas and areas still under construction, if needed, to provide access to the Arena doors near the north east corner of the Midway.
- Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants to the existing storm sewer system and to areas around the Midway Project Area.

AREA CONDITIONS:

1. There are various utilities in the Midway Project Area. Those include, but may not be limited to: stormwater pipes, water lines, sewer lines, electrical service or other possible lines. The approximate locations of the known services have been shown on the plans. The location and protection of these utilities is the sole responsibility of the Contractor. Any damage to these utilities is the responsibility of the Contractor.
2. Contractor shall exercise caution to avoid damage to any service lines and shall be responsible for their repair, if damaged. In the event that those utilities are damaged, the Contractor shall be responsible for repair and restoration without delay at no additional cost to the owner.
3. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work and to coordinate with the Owner or service line owners for location of various utility lines and other infrastructure. Where the owner is unable to locate those utilities, the Contractor shall take great care not to damage them in his operations.
4. All utility adjustments shall be the responsibility of the Owners of the utilities and if in the opinion of the Engineer adjustment is required, the Contractor will be responsible for notifying the respective owner.
5. The Contractor shall restore all pavements adjacent to the project that have been damaged by the Contractor, to their original condition or better, in the opinion of the Owner. This shall include any base repairs or surface repairs to pavements. There shall be no additional payment for adjacent pavement replacement or repairs.
6. All excess materials shall be disposed of on a regular basis or whenever, in the opinion of the Engineer, they constitute a hazard or nuisance. Disposal of excess soils shall be in accordance with all local, state, and federal laws and shall be solely at the Contractor's expense.
7. Bidders should visit the proposed project site to acquaint themselves with the site conditions and access limitations prior to bidding on the project. Bidding on the project shall be considered the Contractor's assurance that he is familiar with the site conditions and that his bid provides for reasonable unanticipated conditions.

WORK SEQUENCE/SCHEDULING:

It shall be the responsibility of the Contractor to coordinate all work with the County and any other party affected by this project.

Work may be performed at anytime, provided the project is completed in the specified time frame.

The contractor will work with the County and the Doggett Park management company to phase work as necessary to provide access to the Arena doors that face the Midway area, if needed, for specific events.

Contractor will begin work within 5 days of the notice to proceed and will be required to be finished with the project by February 28, 2025

SPECIAL CONSIDERATIONS:

Traffic flow through and around the construction area(s) shall be in accordance with the approved traffic control plan developed by the Contractor and shall be maintained with as little disruption as possible to the operations of Doggett Park. Barricades, lights, signs and other traffic control devices shall be installed, on a timely basis, and be maintained in accordance with the Texas MUTCD and provisions of these Contract Documents as approved by the Engineer.

The Contractor shall work closely with the various utility owners and assure prompt access to their equipment for service or adjustment. The Contractor shall be solely responsible for the coordination of work with any utility owner which may be affected by the work. Additionally, forces of Jefferson County, in order to secure the safety, welfare and convenience of the citizens of Jefferson County, must provide services on both emergency and normal, continuing basis. Provisions of these services may require County forces to work within or around the construction area prescribed by this project. While it is anticipated that the construction schedule impact induced by the work of and utility crews will be minimal, the Contractor, by affixing proper signature to these Contract Documents, agrees to indemnify and hold harmless Jefferson County from any and all claims of damage or delay, incurred or alleged to have incurred, in connection with the work of said crews.

SUBMITTALS:

Contractor shall submit the following submittals for review within 10 days of receiving the notice to proceed:

- 1 Proposed HMA Design;
- 2 Schedule showing estimated work times and sequencing of project work; and
- 3 Truck routes

1 YEAR WARRANTY

Contractor will provide an Affidavit of Warranty at the end of the project. A copy of the Warranty document is attached to this Scope of work. A copy of the Warranty document is attached on page 50 of these specifications.

END OF DIVISION I SCOPE OF WORK

**DIVISION II
GENERAL NOTES AND BID ITEM NOTES**

General Notes

1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
2. Direct attention to comply with all ordinances and regulations of Jefferson County. A permit for this project will be required from the Jefferson County Environmental Control Department. A permit or permission for construction in the City of Beaumont drainage easement will also be required.
3. Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible for removing dirt from the site roads daily to prevent tracking. Any concrete truck washout will be disposed of at the plant.
4. Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
5. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see the 811 website for information. Additional reference numbers are provided below

AT&T Communications

Beaumont, Texas 77701
(409) 839-7030
Randall Jennings

Entergy Distribution

North 11th Street
Beaumont, Texas 77701
(409) 785-2136
Brian Cross

CenterPoint Energy/
Entex
6090 College Street
Beaumont, Texas 77707
(409) 860-7113
Tara Hunter

Spectrum
602 N. Hwy 69
Nederland, Texas 77627
(409) 720-5513
Michael Ward

Jefferson County
Engineering Dept
(409) 835-8584
Michelle Falgout

Doggett Ford Park
Oak View Group
(409)-291-0157
Lance Rosenberg

Jefferson County
Precinct #4
(409)-273-3438
Milton Zachary

City of Beaumont
City Engineer
409-880-3725
Molly Villareal

Doggett Ford Park
Oak View Group
Destin Deleon
(409-499-8832

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to Jefferson County.

6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.

7. Allow County forces to enter this project to accomplish such work as shown in the plans and as may be deemed necessary by the Engineer.
8. Maintain for the duration of this project, those sections of existing and proposed Midway areas, driveways, walkways, pavements and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of Midway areas, driveways, walkways, pavements and appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to driveways, parking lots, fencing, gates, storm pipes, MH tops, area lighting poles, electrical boxes, water valves/hose bibs, underground electrical, sewer lines and cleanout, fire hydrants, bollards, misc. concrete pads, buildings etc. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor's forces shall be repaired by the Contractor at his entire expense
9. Place all equipment and vehicles not in operation behind barriers/fencing when not in use.
10. All truck traffic transporting materials to and from the project are to access and depart from the project site utilizing routes approved by the Engineer. Millings, sand, or other approved materials may be used on adjacent surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
11. Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations.
12. Control the dust and tracking caused by construction operations.
13. Quality Control for this project will be provided by **Raba Kistner**. The contractor will contract with Raba Kistner to sample and field test base and asphalt materials in accordance with the test methods provided for, under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the lab at least 48 hours in advance. If the Contractor schedules quality testing and cancels services, the contractor will be responsible for any charges that occur for cancellation. The payment for the Quality Services will be paid for based on submitted invoices. Invoices submitted to the County for Payment will not be allowed to have any markup.
14. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
15. Material on hand will not be paid for.
16. Anything deemed by the Contractor to be temporarily moved for the work will be done at the approval of the County and will not be paid for directly but will be considered subsidiary to various bid items.
17. Maintain adequate drainage throughout the limits of the project during all construction phases. Any dewatering will be responsibility of the Contractor and will be subsidiary to various bid items.
18. Construct paving to the grades shown on the plans. Mark all proposed grades at the edges of the asphalt and at grades breaks. Any discrepancies or issues shall be brought to the attention of the County.

19. Verify material quantities and dimensions prior to ordering materials.
20. Computation for bid quantities will be available upon contractor's request.
21. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
22. Schedule work so as to prevent undue delay caused by wet weather.
23. When design details are not shown in the plans, provide barricades and temporary fencing conforming to the latest "Standard Highway Sign Designs for Texas" manual.
24. All materials, labor and incidentals required for the contractor to provide for traffic across site for temporary ingress and egress shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items.
25. The Contractor will notify the Engineer 48 hours in advance of expected completion of the cement stabilized base work. The Engineer will inspect the base, receive quality testing and approve of the base prior to the placement of asphalt.
26. Contractor shall perform any handwork necessary around bollards, fire hydrants, utility islands, light pole foundations, flush utility pads, electrical box pads, existing concrete sidewalks/driveways, building foundations, etc. to attain the design section. The hand work necessary will not be paid for directly but will be subsidiary to all of the applicable bid items.

Bid Item Notes:

ITEM 5: CONTROL OF WORK

1. Station/mark the project and verify locations of work and area slopes with Engineer prior to the commencing of work. Mark ground elevations as noted on the plans. Maintain grades/slopes throughout the duration of the project. Consider this work to be subsidiary to the various bid items of the contract. Provide all surveying for the control of work.

ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the various bid items of the contract.
2. If needed, maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

ITEM 8: PROSECUTION AND PROGRESS

1. Compute and charge working days in accordance with Article 8.3.1.5., "Calendar Day".
2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

ITEM 9: MEASUREMENT AND PAYMENT

1. All items will be measured per TXDOT Specifications unless otherwise noted.
2. The Contractor shall submit all tickets, As-Built drawings and an updated schedule with each pay request.
3. The County will withhold a 10% retainage from each pay request.

ITEM 110 – EXCAVATION

1. Material generated from excavation activities, free from contaminants, shall be hauled and stockpiled on site at a County designated location. Excavation shall be performed according the TXDOT Item 110.
2. Quantity of this Item shown in the plans, only includes the quantity of material for this bid item. Excavation for this item is a plan quantity. Any other excavation (hand or machine) quantities will be subsidiary to other applicable bid items.
3. Hauling and stockpiling of all excavated materials will be subsidiary to this or other bid items.
4. After excavation, proof roll the surfaces to be cement stabilized. Proof rolling will not be paid for directly but shall be considered subsidiary to various bid items of the contract.

ITEM 251: REWORK BASE COURSES –

1. After excavation of the surface materials, scarify existing Midway Area remaining surface and existing base materials to the depth shown on the plans and specifications and according to TXDOT Item 251. Scarify and perform any grading, watering, etc. of the surface necessary for prep for Cement Stabilization of base. Materials may include limestone, asphalt and clay materials. See Geotech Report included as an attachment to this document.

ITEM 275: CEMENT TREATMENT (ROAD-MIXED)

1. This item shall be performed according to TXDOT item 275 and will include all necessary work for cement application, including but not limited to mixing of the cement into the existing material at the rate shown on the plans, compacting, watering to maintain moisture, grading and microcracking. Cement applied shall be in slurry form
2. Geotech shall test and approve of the Cement treated base prior to placement of prime.

BID ITEM 300 – AEP PRIME

1. Prime shall not be applied until the base prep has been reviewed and approved by the Geotechnical Engineer and the County Engineer.
2. Prime Coat shall be AEP. Distribute Prime smoothly and evenly at an estimated rate of 0.25 gallons per square yard. Actual amount used will be adjusted as necessary in the field according to conditions and in consultation with the County Engineer. Prime will be paid for by the gallon applied and paid by ticket.

ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

1. Type "C" Dense Graded Hot Mix Asphalt shall be placed according to the plans and specifications according to TXDOT Item 340. The use of RAP materials in the mix design will be allowed at a max of 20%. Asphalt binder shall be PG 70-22.
2. Contractor shall provide and place tack where new asphalt is placed against on sides of concrete slabs, foundations, sidewalks, driveway, other concrete structures, or asphalt driveways and any other location required by good practices. This shall not be paid for directly but will be subsidiary to this bid item.
3. Contractor shall protect existing concrete surface from oil and staining from the new prime and asphalt placement. This shall not be paid for directly but will be subsidiary to this bid item.

ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

1. Repair soft subgrade areas only as directed by the Engineer. Identified soft spots shall be excavated a minimum 9 inches and backfilled and compacted in lifts with TXDOT limestone base. This item may or may not be used.

ITEM 500: MOBILIZATION

1. Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.
2. Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

ITEM 502: BARRICADES AND TRAFFIC/PEDESTRIAN HANDLING

1. Furnish and maintain safety fencing to the limits shown on the plans during the entire duration of work. Secure safety fencing to existing fencing and hand rail as shown on the plans.
2. Contractor to place and maintain barricades to the limits shown on the plans from December 10 to December 14th for Doggett Ford Park Function. Barricades will be provided by Doggett Ford Park and the County.
3. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
4. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the

Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.

5. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
6. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
7. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
8. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
9. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
10. Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

| <u>Square Feet</u> | <u>Minimum Thickness</u> |
|--------------------|--------------------------|
| Less Than 1.5 | 0.080 Inches |
| 1.5 To 7.5 | 0.100 Inches |
| Greater Than 7.5 | 0.125 Inches |
11. Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.
12. The Contractor shall include a schedule of street closure dates in the Traffic Control Plan. Contact the Engineer and Doggett Ford Park 72 hours in advance of closures and detours.
13. It is the responsibility of the Contractor to notify the Engineers Office and Doggett Ford Park of work to be performed 48 hours in advance.
14. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
15. Use drums or vertical panels instead of cones as traffic control devices.
16. The Contractor shall submit to the County, prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately but will be considered subsidiary to this pay item.
17. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

1. This item will not be paid for directly but considered subsidiary to various bid items.
2. Temporary erosion, sediment and water control measures shall be required.
 - a. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.
 - b. Contractor will be responsible for removing dirt from the roads daily to prevent tracking.
 - c. Contractor shall police the construction area at the end of each day and remove and containerize all trash
 - d. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.

**END OF DIVISION II
GENERAL NOTES AND BID ITEM NOTES**

DIVISION III
GOVERNING CONSTRUCTION SPECIFICATIONS

The governing construction specifications applicable to this work are the Texas Department of Transportation (TXDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2014 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

STANDARD SPECIFICATIONS:

Adopted by the Texas Department of Transportations, November 1, 2014, Standard Specifications and any other related or referenced TXDOT Specifications in the listed specifications are incorporated into the Contract by reference.

| | |
|-----------|--|
| Items 1–9 | General Requirements and Covenants |
| Item 110 | Excavation |
| Item 150 | Blading |
| Item 152 | Road Grader Work |
| Item 204 | Sprinkling |
| Item 210 | Rolling |
| Item 251 | Reworking Base Courses |
| Item 275 | Cement Treatment (Road Mixed) |
| Item 300 | AEP Prime |
| Item 340 | Dense Graded Hot-Mix Asphalt (Small Quantity) |
| Item 351 | Subgrade Repair |
| Item 500 | Mobilization |
| Item 502 | Barricades, Signs and Traffic Handling |
| Item 506 | Temporary Erosion, Sedimentation, and Environmental Controls |

SPECIAL SPECIFICATIONS:

Special Specifications will supplement specifications applicable to the individual project, not covered by the Standard Specifications, if needed.

END OF DIVISION III
GOVERNING CONSTRUCTION SPECIFICATIONS

AFFIDAVIT OF WARRANTY

CONTRACTOR: _____

PROJECT: Jefferson County Doggett Park Midway Rehabilitation

LOCATION: _____

WORK PERFORMED: -.

FINAL CONTRACT AMOUNT: \$ _____

CONTRACT DATE: _____

CONTRACTOR warrants and guarantees to the OWNER and that all Work is in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by;

- 1) Abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, Sub-contractors, Suppliers, or any other individual or entity for whom the CONTRACTOR is responsible; or
- 2) Normal wear and tear under normal usage.

The Signing Officer, as titled, of said CONTRACTOR, does hereby Guarantee and Warranty in accordance with the Requirements (Plans and Specifications), all Labor and Materials on the said Project, and all work performed under the Contract between _____ AND JEFFERSON COUNTY and/or assign to be free from defects resulting from faulty Workmanship and/or Materials for the Guarantee Period extending from _____ through _____. Upon receipt of written notice from the OWNER or JEFFERSON COUNTY, the CONTRACTOR shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period, as required.

SIGNING OFFICER: _____ DATE: _____

PRINTED NAME: _____ TITLE _____

Acknowledged by _____, Notary Public.

Printed Name _____

My Commission expires: _____

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

For clarification of this offer, contact:

Company Name

Address

Name & Title

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Doggett Park Midway Rehabilitation

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

This contract shall henceforth be referred to as Contract No. (IFB 24-065/MR), Jefferson County Doggett Park Midway Rehabilitation. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

**BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

BIDDER: INSERT BID SECURITY BEHIND THIS PAGE.

BID FORM

| Bid Item | TXDOT Item | Bid Item Description | Unit | Estimated Quantity | Unit Price | Extended Amount (Total for Line Item) |
|----------|------------|--|------|--------------------|------------------|---------------------------------------|
| 1 | 500 | Mobilization (Max 3%) | LS | 1 | \$ | \$ |
| 2 | 110 | Excavation: Excavate existing surface and base – (2.25" Depth) Stockpile on Site | CY | 2494 | \$ | \$ |
| 3 | 251 | Reworking Base Course (8" Depth) | SY | 39900 | \$ | \$ |
| 4 | 275 | Cement Treated Subgrade (Site Mixed 8" Deep) 8% (SY) | SY | 39900 | \$ | \$ |
| 5 | 300 | AEP Prime (0.25 Gallons/SY) | GAL | 9975 | \$ | \$ |
| 6 | 340 | Dense Graded Hot-Mix Asphalt: 2 inches thick, PG 70-22 (20% RAP Allowed) | TON | 4608 | \$ | \$ |
| 7 | 351 | Flexible Pavement Subgrade Repair | SY | 400 | \$ | \$ |
| 8 | 502 | Barricades and Traffic/Pedestrian Handling | LS | 1 | \$ | \$ |
| | | | | | TOTAL BID AMOUNT | \$ |

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|---|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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> | OFFICE USE ONLY Date Received _____ | |
| <div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 30px; height: 30px; margin-right: 10px;"></div> Check this box if you are filing an update to a previously filed questionnaire. </div> <p style="font-size: small; margin-top: 5px;">(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> </div> | | |
| <div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. </div> <div style="text-align: center; margin-top: 10px;"> _____ Name of Officer </div> <p style="font-size: small; margin-top: 10px;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> | | |
| <div style="border: 1px solid black; padding: 2px;"> 4 </div> | | |

 Signature of vendor doing business with the governmental entity

 Date

Adopted 8/7/2015

REQUIRED FORM

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

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

| LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT | | FORM CIS |
|---|--|------------------------|
| <p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></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> | | OFFICE USE ONLY |
| 1 | Name of Local Government Officer | Date Received |
| 2 | Office Held | |
| 3 | Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code | |
| 4 | Description of the nature and extent of employment or other business relationship with vendor named in item 3 | |
| 5 | List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). | |
| Date Gift Accepted _____ Description of Gift _____ | | |
| Date Gift Accepted _____ Description of Gift _____ | | |
| Date Gift Accepted _____ Description of Gift _____ | | |
| (attach additional forms as necessary) | | |
| 6 | AFFIDAVIT | |
| <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> | | |
| _____ Signature of Local Government Officer | | |
| AFFIX NOTARY STAMP / SEAL ABOVE | | |
| Sworn to and subscribed before me, by the said _____, this the _____ day | | |
| of _____, 20_____, to certify which, witness my hand and seal of office. | | |
| _____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath | | |

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . . ?

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

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

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

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

☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

REQUIRED FORM

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

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

PAGE 1 OF 4

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

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

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

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

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

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

☐ Yes

☐ No

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

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

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

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

| | |
|---|--|
| Taxpayer Identification Number (T.I.N.): | |
| Company Name submitting bid/proposal: | |
| Mailing address: | |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |
| | |

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

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

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

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

REQUIRED FORM

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

| |
|--|
| <p>THIS FORM IS FOR OFFICE USE ONLY</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 _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

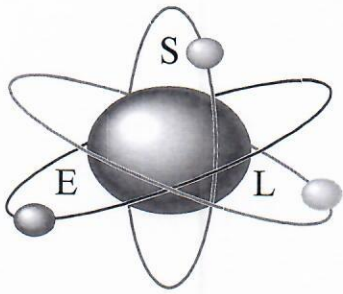
_____ on

this the _____ day of _____, 20____.

REQUIRED FORM

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

Notary Public in and for
the State of _____



SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

GEOTECHNICAL INVESTIGATION

FOR

EVALUATION OF EXISTING PAVING ON FORD PARK PARKING LOT

IN

BEAUMONT, TEXAS

REPORT NUMBER: 19216

REPORTED TO:

**JEFFERSON COUNTY ENGINEERING
C/O SETEX CONSTRUCTION
1660 S. 23RD STREET
BEAUMONT, TEXAS 77707**

SEPTEMBER 2019

**PREPARED BY:
SCIENCE ENGINEERING, LTD.**

GEOTECHNICAL INVESTIGATION
Evaluation of Existing Paving
Beaumont, Texas

INTRODUCTION

The study reported herein is an investigation of subsurface conditions for the evaluation of existing paving at Ford Park Parking Lot in Beaumont, Texas.

AUTHORIZATION

This investigation was authorized by Mr. Rocky Smith by telephone on August 19, 2019.

SUBSURFACE EXPLORATION

The subsurface exploration at the site was accomplished by means of twenty (20) undisturbed sample core borings drilled to depths of approximately two (2) feet below existing ground surface. Approximate locations of the borings were flagged by Setex Construction, as shown on attached boring plan.

SUBSURFACE INVESTIGATION

The subsurface investigation consisted of drilling three-inch nominal diameter core borings. Undisturbed samples of the cohesive soils were obtained from the borings by means of thin-wall, seamless steel Shelby tube samplers, in accordance with the ASTM D-1587 method.

All undisturbed samples were extracted mechanically from the core barrels in the field, classified, wrapped in aluminum foil, and sealed in airtight plastic bags to prevent moisture loss and disturbance. The samples were transported to our laboratory for testing and further study.

LABORATORY INVESTIGATIONS

All samples from borings were examined and classified in the laboratory by a soil engineer, according to procedures outlined in ASTM D-2488. Laboratory tests were performed on selected soil samples in order to evaluate the engineering properties of the soil in accordance with the indicated standard procedures.

LABORATORY TESTS

Atterberg Limits (L.L., P. L., P.I.)
Soils Classification

STANDARD TESTS

ASTM D-4318
ASTM D-2487

Atterberg limits tests were performed on appropriate cohesive samples. The results of these tests are shown on the attached boring logs.

SUBSURFACE CONDITIONS

Specific types and depths of subsurface strata encountered on the site are shown on the attached boring logs. Review of the boring logs indicates that generalized stratigraphy is approximately as follows:

| <u>Stratum No.</u> | <u>Average Depth, feet</u> | <u>Description of Strata</u> |
|---------------------------|-----------------------------------|-------------------------------------|
| I | 0.10 | Asphalt |
| II | 0.60 | Limestone Base |
| III | 0.32 | Lime Stabilized Subgrade |

The near surface soils are "CH" type soils when classified by the unified soils classification system. This type soil normally exhibits high swell potential during seasonal moisture variations.

Hydrostatic water was not encountered at the time of drilling.

FINDINGS

1. Asphaltic concrete pavement thickness varies from 1.0 to 3.0 inches (weighted average is 1.20 inches).
2. Limestone Base thickness varies from 3.0 to 18.0 inches (weighted average is 7.2 inches).
3. Lime Stabilized Subgrade thickness varies from 0 to 11.0 inches (weighted average is 3.84 inches).
4. Soil Boring terminated on Dark Gray CLAY (CH).

RECOMMENDATIONS FOR REPAIR

The failing paving in the parking lot can be repaired as follows:

| <u>Type Pavement</u> | <u>Vehicle Traffic</u> |
|--------------------------|------------------------|
| Asphaltic Concrete | 1.5" |
| Limestone Base | 8.0" |
| Lime Stabilized Subgrade | 6.0" |

Subgrade preparation should consist of removing all existing asphalt and base. Then scarify the subgrade to a depth of six (6) inches and stabilize with six to eight (6-8) percent of hydrated lime. The soil-lime mixture should be compacted to a minimum of 95% of Standard Proctor Density (ASTM D-698). Lime stabilization should conform to Texas Highway Department 2014 Standard Specification Item 260, which describes material and construction methods for treatment of materials in place.

The base material should be compacted to 95% of the maximum dry unit weight as obtained in the laboratory by means of the ASTM D-1557 Procedure. The compacted limestone base should then be primed with 0.20 gallons per square yard of MC-1 cut back asphalt.

Hot mix asphalt concrete should be placed in accordance with the Texas Highway Department Item 340 Type D Modified, which describes materials, gradation and construction methods for Hot Mix Asphaltic Pavement.

Note: Existing base can be re-used provided that it be stabilized with 4% cement by weight, and re-compacted to 95% by modified proctor ASTM-1557.

LIMITATIONS

The conclusions and recommendations given in this report are based on the analysis of the data collected for this project. Additive conclusions or recommendations made from this data by others are their responsibility.

Our study is based on the data obtained from soil borings made at the locations shown on borings plan. The nature and extent of variations between borings may become evident during construction. We should be requested to observe exposed conditions. After making these observations, and noting the engineering significance of variations, we will advise you of any changes in recommendations believed appropriate.

We appreciate this opportunity to provide our services to this project. Please let us know if you require additional information. Thank you.

**Respectfully submitted for the firm,
TBPE Registration No. 4060**

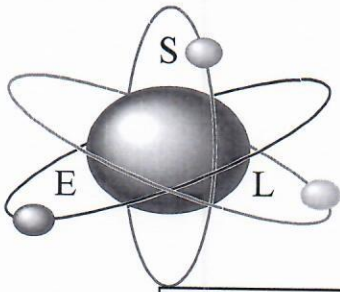


**Yousef Rahmani, P.E.
President**

Encl.: Boring Plan
 Boring Logs 1 – 20
 Geotechnical Chart/Symbols

Copies: 2 – Client
 1- Jefferson County Engineering
 1 – SEL File 19216

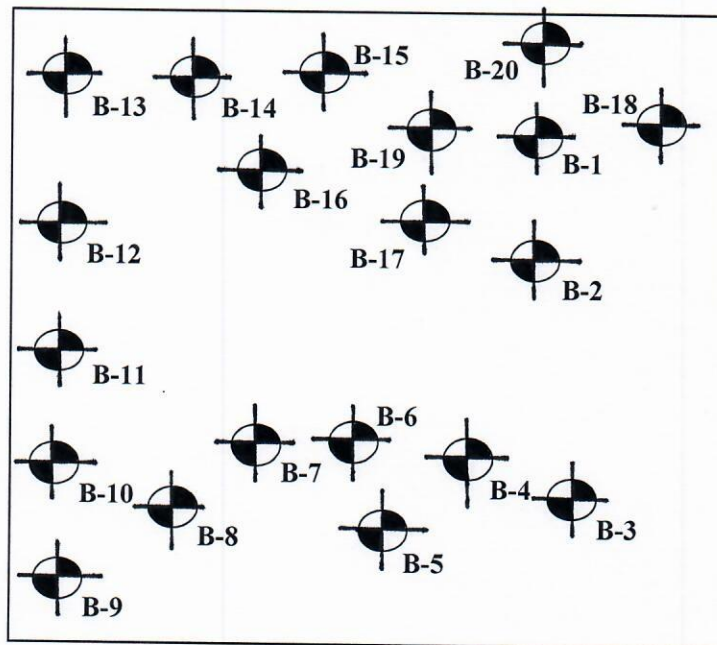
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Report Number 19216

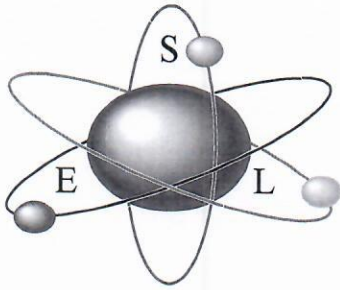


EVALUATION OF EXISTING PARKING LOT AT FORD PARK
BEAUMONT, TEXAS

BORING PLAN

SEPTEMBER 2019

NOT TO SCALE



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GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

| LOG OF BORING | | | | | | | | | | | | |
|----------------|-----------|--|----------------|---|-------------------|-------------------|--------------|--------------------------------|-----------------------|-------------------------------|---------------------------|---------------------------------------|
| Project: | | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas | | | | | | Project No: 19216 | | | | |
| Boring Number: | | B-1 | | | | | | Date of Report: 09/09/2019 | | | | |
| Location: | | Flagged by Setex Construction | | | | | | Date of Boring: 08/28/2019 | | | | |
| Dry Auger: | | 0 to 2 Feet | | | | | | Authorization: Mr. Randy Smith | | | | |
| DEPTH, FEET | SYMBOL | SAMPLE | BLOWS PER FOOT | STRATUM DESCRIPTION | WATER CONTENT (%) | DRY DENSITY (PCF) | LIQUID LIMIT | PLASTIC LIMIT | PLASTICITY INDEX (PI) | PERCENT PASSING NO. 200 SIEVE | SHEAR STRENGTH | |
| | | | | | | | | | | | POCKET PENETROMETER (TSF) | UNCONFINED COMPRESSIVE STRENGTH (TSF) |
| 1 | [Pattern] | [Pattern] | [Pattern] | 1" Asphalt | | | | | | | | |
| | | | | 4" Base | | | | | | | | |
| 2 | [Pattern] | [Pattern] | [Pattern] | Dark Gray CLAY | | | 89 | 27 | 62 | | | |
| | | | | | | | | | | | | |
| | | | | CH | | | | | | | | |
| | | | | Bottom at 2 feet | | | | | | | | |
| | | | | 1. Water was not encountered during drilling. | | | | | | | | |
| | | | | 2. Bore hole dry upon completion. | | | | | | | | |



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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Date of Report: 09/09/2019

Date of Boring: 08/28/2019

Authorization: Mr. Randy Smith

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|----------------|--|----|--------|
| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas | | |
| Boring Number: | B-3 | | |
| Location: | Flagged by Setex Construction | | |
| Dry Auger: | 0 | to | 2 Feet |

Authorization: Mr. Randy Smith

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| | | | |
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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas | | |
| Boring Number: | B-4 | | |
| Location: | Flagged by Setex Construction | | |
| Dry Auger: | 0 | to | 2 Feet |

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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Date of Report: 09/09/2019

Date of Boring: 08/28/2019

Authorization: Mr. Randy Smith

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Project No: 19216
Date of Report: 09/09/2019
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LOG OF BORING

| | |
|-----------------|--|
| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Boring Number: B-7

Location: Flagged by Setex Construction

Dry Auger: 0 to 2 Feet

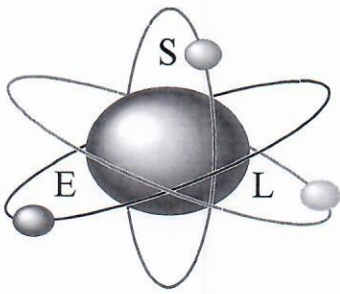
Project No: 19216

Date of Report: 09/09/2019

Date of Boring: 08/28/2019

Authorization: Mr. Randy Smith

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LOG OF BORING

Project: Evaluation of Existing Parking Lot at Ford Park
Beaumont, Texas

Project No: 19216

Boring Number: B-8

Date of Report: 09/09/2019

Location: Flagged by Setex Construction

Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

| DEPTH, FEET | SYMBOL | SAMPLE | BLOWS PER FOOT | STRATUM DESCRIPTION | WATER CONTENT (%) | DRY DENSITY (PCF) | LIQUID LIMIT | PLASTIC LIMIT | PLASTICITY INDEX (PI) | PERCENT PASSING NO. 200 SIEVE | SHEAR STRENGTH | | |
|-------------|--------|--------|----------------|-----------------------------|-------------------|-------------------|--------------|---------------|-----------------------|-------------------------------|---------------------------|---------------------------------------|--|
| | | | | | | | | | | | POCKET PENETROMETER (TSF) | UNCONFINED COMPRESSIVE STRENGTH (TSF) | |
| 0 | | | | 1" Asphalt | | | | | | | | | |
| 1 | | | | 7" Base | | | | | | | | | |
| 2 | | | | 7" Lime Stabilized Subgrade | | | | | | | | | |
| 3 | | | | Dark Gray CLAY | | | | | | | | | |
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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Authorization: Mr. Randy Smith

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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Authorization: Mr. Randy Smith

Dry Auger: 0 to 2 Feet

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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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|----------------|-------------------------------|
| Boring Number: | B-12 |
| Location: | Flagged by Setex Construction |
| Dry Auger: | 0 to 2 Feet |

Date of Report: 09/09/2019

Date of Boring: 08/28/2019

Authorization: Mr. Randy Smith

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|----------------|--|----|--------|
| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas | | |
| Boring Number: | B-14 | | |
| Location: | Flagged by Setex Construction | | |
| Dry Auger: | 0 | to | 2 Feet |

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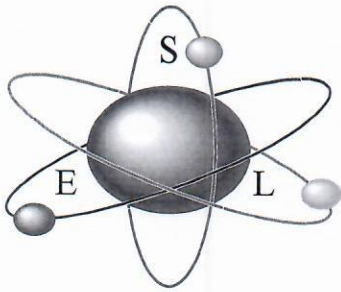
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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Date of Report: 09/09/2019

Date of Boring: 08/28/2019

Authorization: Mr. Randy Smith

[illegible]



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| LOG OF BORING | | | | | | | | | | | | |
|----------------|--------|--|----------------|---|-------------------|-------------------|--------------|---------------|-----------------------|-------------------------------|---------------------------|---------------------------------------|
| Project: | | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas | | | | | | | | | | |
| Boring Number: | | B-16 | | | | | | | | | | |
| Location: | | Flagged by Setex Construction | | | | | | | | | | |
| Dry Auger: | | 0 to 2 Feet | | | | | | | | | | |
| | | Project No: 19216 | | | | | | | | | | |
| | | Date of Report: 09/09/2019 | | | | | | | | | | |
| | | Date of Boring: 08/28/2019 | | | | | | | | | | |
| | | Authorization: Mr. Randy Smith | | | | | | | | | | |
| DEPTH, FEET | SYMBOL | SAMPLE | BLOWS PER FOOT | STRATUM DESCRIPTION | WATER CONTENT (%) | DRY DENSITY (PCF) | LIQUID LIMIT | PLASTIC LIMIT | PLASTICITY INDEX (PI) | PERCENT PASSING NO. 200 SIEVE | SHEAR STRENGTH | |
| | | | | 1.5" Asphalt | | | | | | | POCKET PENETROMETER (TSF) | UNCONFINED COMPRESSIVE STRENGTH (TSF) |
| | | | | 6" Base | | | | | | | | |
| | | | | 6" Lime Stabilized Subgrade | | | | | | | | |
| 1 | | | | Dark Gray CLAY | | | | | | | | |
| 2 | | | | CH | | | | | | | | |
| | | | | Bottom at 2 feet | | | | | | | | |
| | | | | 1. Water was not encountered during drilling. | | | | | | | | |
| | | | | 2. Bore hole dry upon completion. | | | | | | | | |

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LOG OF BORING

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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Project No: 19216

Boring Number: B-17

Date of Report: 09/09/2019

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| Location: | Flagged by Setex Construction |
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Date of Boring: 08/28/2019

Dry Auger: 0 to 2 Feet

Authorization: Mr. Randy Smith

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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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Authorization: Mr. Randy Smith

Dry Auger: 0 to 2 Feet

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Fax: (409) 982-0619 / e-mail: yousef@science-engineer.com



| Project: Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas | | | | Project No: 19216 | | | | | | | | |
|---|--------|--------|----------------|---|-------------------|-------------------|--------------|---------------|-----------------------|-------------------------------|---------------------------|---------------------------------------|
| Boring Number: B-19 | | | | Date of Report: 09/09/2019 | | | | | | | | |
| Location: Flagged by Setex Construction | | | | Date of Boring: 08/28/2019 | | | | | | | | |
| Dry Auger: 0 to 2 Feet | | | | Authorization: Mr. Randy Smith | | | | | | | | |
| DEPTH, FEET | SYMBOL | SAMPLE | BLOWS PER FOOT | STRATUM DESCRIPTION | WATER CONTENT (%) | DRY DENSITY (PCF) | LIQUID LIMIT | PLASTIC LIMIT | PLASTICITY INDEX (PI) | PERCENT PASSING NO. 200 SIEVE | POCKET PENETROMETER (TSF) | UNCONFINED COMPRESSIVE STRENGTH (TSF) |
| 0 | | | | 1" Asphalt | | | | | | | | |
| 0.5 | | | | Dark Gray CLAY | | | | | | | | |
| 1 | | | | | | | 90 | 28 | 62 | | | |
| 2 | | | | CH | | | | | | | | |
| | | | | Bottom at 2 feet | | | | | | | | |
| | | | | 1. Water was not encountered during drilling. | | | | | | | | |
| | | | | 2. Bore hole dry upon completion. | | | | | | | | |



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| Project: | Evaluation of Existing Parking Lot at Ford Park Beaumont, Texas |
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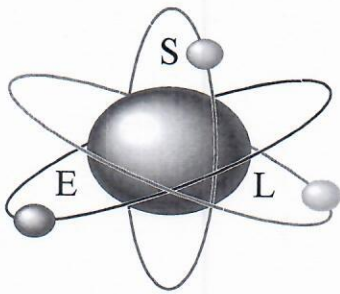
Project No: 19216

Date of Report: 09/09/2019

Date of Boring: 08/28/2019

Authorization: Mr. Randy Smith

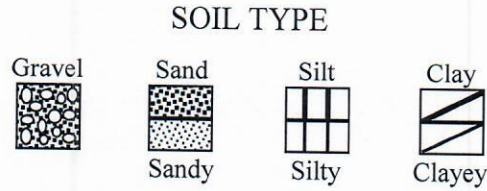
P.O. Box 2048 / Nederland, Texas 77627 / Tel.: (409) 982-0686 or (409) 727-2218
(IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation Page 96 of 122
Fax: (409) 982-0619 / e-mail: yousef@science-engineer.com



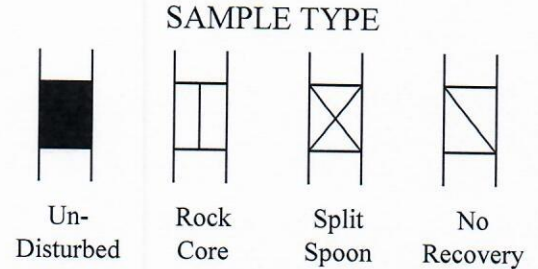
SCIENCE ENGINEERING, LTD.

GEOTECHNICAL, ENVIRONMENTAL, MATERIALS TESTING

KEY TO SOIL CLASSIFICATION AND SYMBOLS



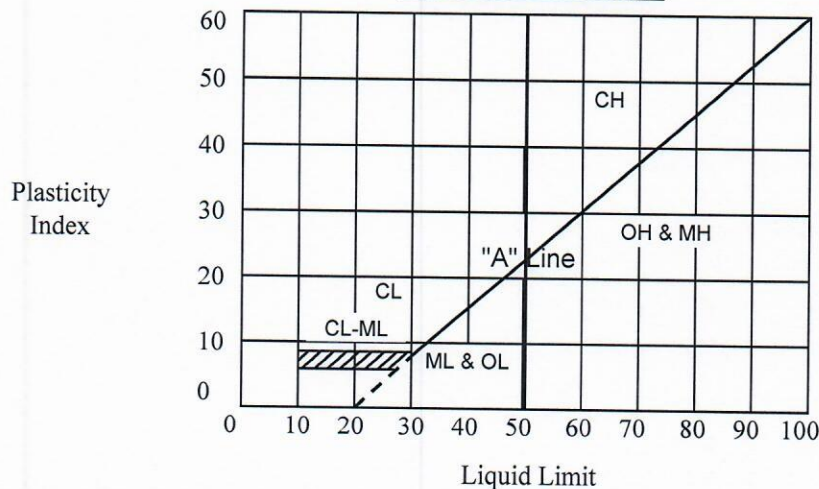
Predominant type shown heavy



SOIL GRAIN SIZE U.S. Standard Sieve

| | | | | | | | | |
|----------|---------|--------|------|--------|--------|-------|-------|------|
| 6" | 3" | 3/4" | 4 | 10 | 40 | 200 | | |
| Boulders | Cobbles | Gravel | | Sand | | | Silt | Clay |
| | | Coarse | Fine | Coarse | Medium | Fine | | |
| 152 | 76.2 | 19.1 | 4.76 | 2.00 | 0.420 | 0.074 | 0.002 | (mm) |

PLASTICITY CHART



CONSISTENCY OF COHESIVE SOILS

| Penetration Resistance, blows per foot | Consistency | Cohesion TSF | Plasticity Index | Degree of Plasticity |
|--|-------------|-----------------|---------------------|-------------------------|
| 0 - 2 | Very Soft | 0 - 0.125 | 0 - 5 | None |
| 2 - 4 | Soft | 0.125 - 0.25 | 5 - 10 | Low |
| 4 - 8 | Firm | 0.25 - 0.5 | 10 - 20 | Moderate |
| 8 - 15 | Stiff | 0.5 - 1.0 | 20 - 40 | Plastic |
| 15 - 30 | Very Stiff | 1.0 - 2.0 | > 40 | Highly Plastic |
| > 30 | Hard | > 2.0 | | |

RELATIVE DENSITY OF COHESIONLESS SOILS

| Penetration Resistance, blows per foot | Relative Density |
|--|---------------------|
| 0 - 4 | Very Loose |
| 4 - 10 | Loose |
| 10 - 30 | Medium Dense |
| 30 - 50 | Dense |
| > 50 | Very Dense |



SEL

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS TESTING

**GEOTECHNICAL INVESTIGATION
FOR
FORD PARK PAVING REHABILITATION
IN
BEAUMONT, TEXAS**

REPORT NUMBER: 24102

REPORTED TO:

**JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, 5TH FLOOR
BEAUMONT, TEXAS 77701**

FEBRUARY 2024

**PREPARED BY:
SCIENCE ENGINEERING, LTD.**

**P.O. Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619
Email: yousef@science-engineer.com**

**GEOTECHNICAL INVESTIGATION
Evaluation of Existing Paving
Beaumont, Texas**

INTRODUCTION

The study reported herein is an investigation of subsurface conditions for the evaluation of existing paving at Ford Park Parking Lot in Beaumont, Texas.

AUTHORIZATION

This investigation was authorized by Ms. Michelle Falgout, P.E. by e-mail on January 10, 2024.

SUBSURFACE EXPLORATION

The subsurface exploration at the site was accomplished by means of nine (9) undisturbed sample core borings drilled to depths of approximately three (3) feet below the existing ground surface. The approximate locations of the borings are shown on the attached boring plan.

Note: Borings B-2 and B-5 were moved due to underground utilities, as shown on the boring plan.

SUBSURFACE INVESTIGATION

The subsurface investigation consisted of drilling three-inch nominal diameter core borings. Undisturbed samples of the cohesive soils were obtained from the borings by means of thin-wall, seamless steel Shelby tube samplers, in accordance with the ASTM D-1587 method.

All undisturbed samples were extracted mechanically from the core barrels in the field, classified, wrapped in aluminum foil, and sealed in airtight plastic bags to prevent moisture loss and disturbance. The samples were transported to our laboratory for testing and further study.

LABORATORY INVESTIGATIONS

All samples from borings were examined and classified in the laboratory by a soil engineer, according to procedures outlined in ASTM D-2488. Laboratory tests were performed on selected soil samples in order to evaluate the engineering properties of the soil in accordance with the indicated standard procedures.

| Laboratory Test | ASTM Standard |
|---|---------------|
| Atterberg Limits [Liquid Limit (LL), Plastic Limit (PL), Plasticity Index (PI)] | D-4318 |
| Soil Moisture Content | D-2216 |
| Unconfined Compressive Strength | D-2166 |
| Soils Classification | D-2487 |

Undrained shear strength of selective cohesive soils was determined by unconfined compression tests. Water content and dry unit weight of the foundation soils were determined as routine parts of the unconfined compression tests. Atterberg limits tests were performed on appropriate cohesive samples. The results of these tests are shown on the attached boring logs.

SUBSURFACE CONDITIONS

Specific types and depths of subsurface strata encountered on the site are shown on the attached boring logs. A review of the boring logs indicates that generalized stratigraphy is approximately as follows:

| Stratum No. | Average Depth, feet | Soil Description |
|-------------|---------------------|---------------------|
| I | 0.00 – 0.02 | Asphalt |
| II | 0.02 – 0.35 | Limestone Base |
| III | 0.35 - 3.00 | Dark Gray CLAY (CH) |

The near-surface soils are “CH” type soils when classified by the unified soils classification system. This type of soil normally exhibits high swell potential during seasonal moisture variations.

Hydrostatic water was not encountered at the time of drilling.

FINDINGS

1. Asphaltic concrete pavement thickness varies from 0.0 to 0.50 inches (weighted average is 0.24 inches).
2. Limestone Base thickness varies from 2.5 to 5.0 inches (weighted average is 3.96 inches).
3. Soil Boring terminated on Dark Gray CLAY (CH).

RECOMMENDATIONS FOR REPAIR

Due to our findings, which indicate paving is extremely weak, we recommend the entire parking lot be removed and replaced as follows:

| Type Pavement | Vehicle Traffic |
|---------------------------|-----------------|
| Asphaltic Concrete | 1.5" |
| Limestone Base | 8.0" |
| Engineering Fabric Tensar | BX 1200 |
| Lime Stabilized Subgrade | 6.0" |

Subgrade preparation should consist of removing all existing asphalt and base. Then scarify the subgrade to a depth of six (6) inches and stabilize with eight to ten (8-10) percent of hydrated lime. The soil-lime mixture should be compacted to a minimum of 95% of Standard Proctor Density (ASTM D-698). Lime stabilization should conform to Texas Highway Department 2014 Standard Specification Item 260, which describes material and construction methods for the treatment of materials in place.

The base material should be compacted to 95% of the maximum dry unit weight as obtained in the laboratory by means of the ASTM D-1557 Procedure. The compacted limestone base should then be primed with 0.20 gallons per square yard of MC-1 cutback asphalt.

Hot mix asphalt concrete should be placed in accordance with the Texas Highway Department Item 340 Type D Modified, which describes materials, gradation, and construction methods for Hot Mix Asphaltic Pavement.

Note: Existing base can be re-used provided that it be stabilized with 4% cement by weight and re-compacted to 95% by modified proctor ASTM-1557.

LIMITATIONS

The conclusions and recommendations given in this report are based on the analysis of the data collected for this project. Additive conclusions or recommendations made from this data by others are their responsibility.

Our study is based on the data obtained from soil borings made at the locations shown on borings plan. The nature and extent of variations between borings may become evident during construction. We should be requested to observe exposed conditions. After making these observations, and noting the engineering significance of variations, we will advise you of any changes in recommendations believed appropriate.

We appreciate this opportunity to provide our services to this project. Please let us know if you require additional information. Thank you.

**Respectfully submitted for the firm,
TBPE Registration No. 4060**

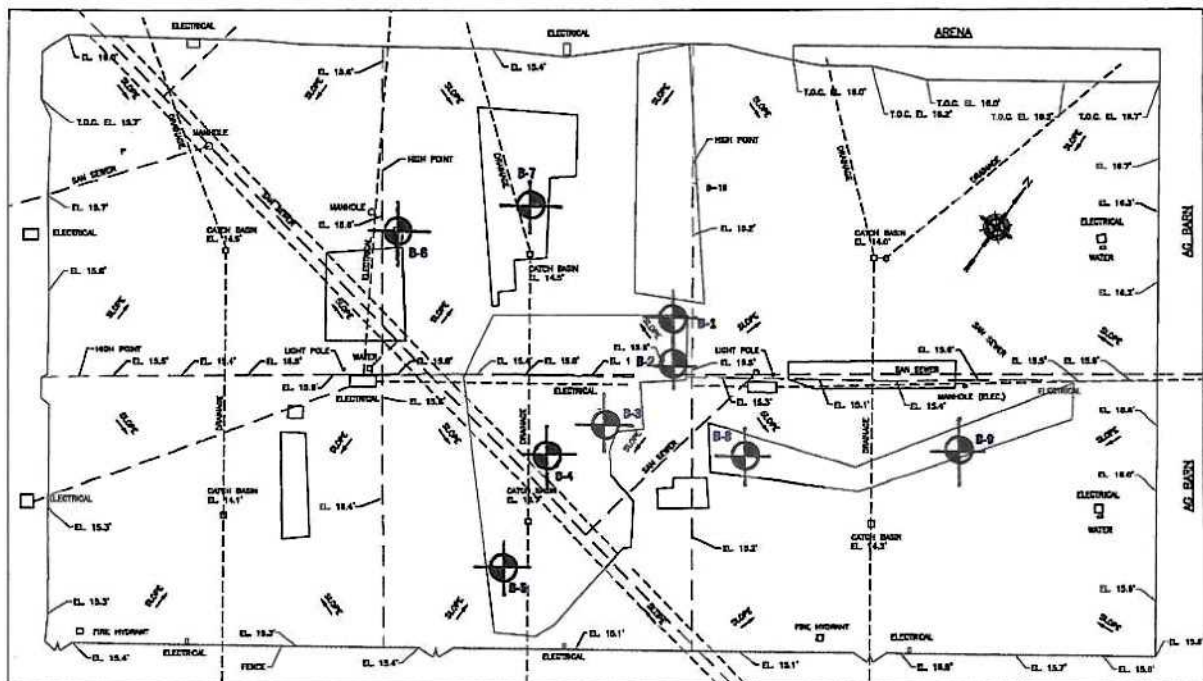


**Yousef Rahmani, P.E.
President**

Encl.: Boring Plan
 Boring Logs 1 – 9
 Geotechnical Chart/Symbols

Copies: 1 – Client
 1 – SEL File 24102

YR/nb



**FORD PARK PAVING REHABILITATION
BEAUMONT, TEXAS**

BORING PLAN

FEBRUARY 2023

NOT TO SCALE

[illegible]

[illegible]

LOG OF BORING

Project: Ford Park Paving Rehabilitation

Beaumont, Texas

Project No: 24102

Boring Number: B-3

Date of Report: 02/08/2024

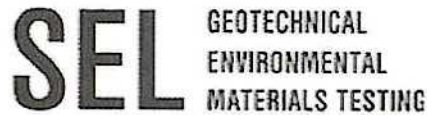
| | |
|------------------|-----------------|
| Location: | See Boring Plan |
|------------------|-----------------|

Date of Boring: 02/01/2024

Dry Auger: 0 to 3 Feet

Authorization: Ms. Michelle Falgout, P.E.

[illegible]

[illegible]

LOG OF BORING

| | |
|-----------------|--|
| Project: | Ford Park Paving Rehabilitation Beaumont, Texas |
|-----------------|--|

Project No: 24102

Boring Number: B-5

Date of Report: 02/08/2024

| | |
|------------------|-----------------|
| Location: | See Boring Plan |
|------------------|-----------------|

Date of Boring: 02/01/2024

| | | | | |
|-------------------|---|----|---|------|
| Dry Auger: | 0 | to | 3 | Feet |
|-------------------|---|----|---|------|

Authorization: Ms. Michelle Falgout, P.E.

[illegible]

[illegible]

[illegible]

LOG OF BORING

| | |
|-----------------|--|
| Project: | Ford Park Paving Rehabilitation Beaumont, Texas |
|-----------------|--|

Project No: 24102

Boring Number: B-8

Date of Report: 02/08/2024

Location: See Boring Plan

Date of Boring: 02/01/2024

Dry Auger: 0 to 3 Feet

Authorization: Ms. Michelle Falgout, P.E.

[illegible]

[illegible]

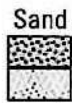


KEY TO SOIL CLASSIFICATION AND SYMBOLS

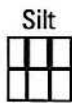
SOIL TYPE



Gravel



Sand



Silt



Clay

Predominant type shown heavy

Sandy

Silty

Clayey

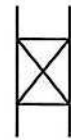
SAMPLE TYPE



Un-Disturbed



Rock Core



Split Spoon



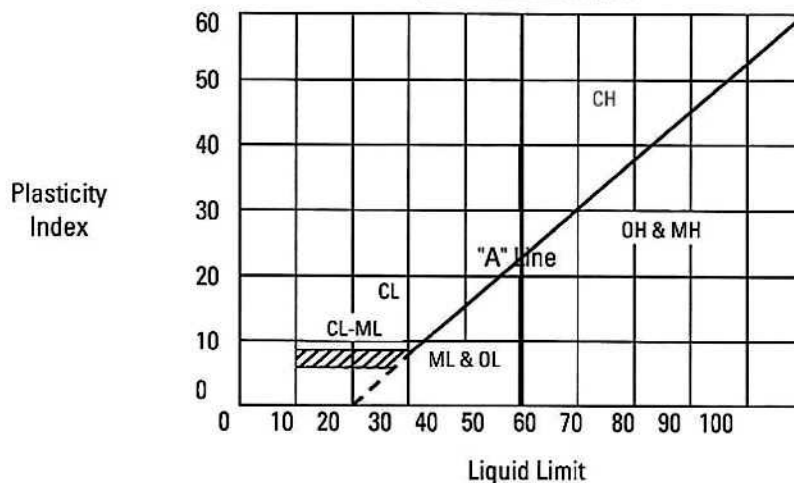
No Recovery

SOIL GRAIN SIZE

U.S. Standard Sieve

| 6" | 3" | 3/4" | 4 | 10 | 40 | 200 | | |
|----------|---------|--------|------|--------|--------|-------|-------|------|
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RELATIVE DENSITY OF COHESIONLESS SOILS

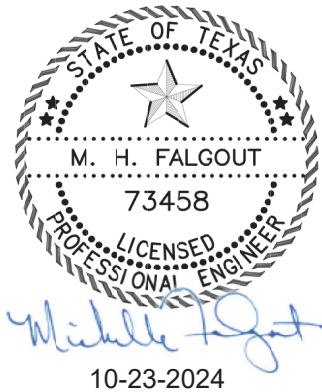
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INDEX OF SHEETS

| SHT NO. | DESCRIPTION |
|---------|--------------------------------|
| 1 | TITLE SHEET |
| 2 | GENERAL NOTES & SPECIFICATIONS |
| 3 | GENERAL NOTES & SPECIFICATIONS |
| 4 | GENERAL NOTES & SPECIFICATIONS |
| 5 | ESTIMATED QUANTITIES |
| 6 | EXISTING PLAN |
| 7 | PROPOSED GRADING PLAN |
| 8 | DETAILS |
| 9 | FENCING AND BARRICADE PLAN |

JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PLANS OF PROPOSED
DOGGETT FORD PARK MIDWAY
ASPHALT REHABILITATION



PLAN—MIDWAY © DOGGETT FORD PARK
SCALE: NTS

| | |
|---|-----------------------|
| JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 1145 PEARL STREET, 5TH FLOOR BEAUMONT, TEXAS 77701 PHONE: (409) 835-8584 FAX: (409) 835-8718 | |
| PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION | |
| SHEET 1 OF 9 | SHEET: TITLE SHEET |
| DRW'N. BY: G.K. | PROJECT LOCATION |
| CHK'D. BY: M.F. | 'age 114 of 122 |

DIVISION II
GENERAL NOTES AND BID ITEM NOTES
JEFFERSON COUNTY
DOGGETT PARK MIDWAY REHABILITATION

General Notes

1. The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
2. Direct attention to comply with all ordinances and regulations of Jefferson County. A permit for this project will be required from the Jefferson County Environmental Control Department. A permit or permission for construction in the City of Beaumont drainage easement will also be required.
3. Temporary erosion, sediment and water control measures shall be required. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction. Contractor will be responsible for removing dirt from the site roads daily to prevent tracking. Any concrete truck washout will be disposed of at the plant.
4. Procure all the necessary County permits and licenses before the start of this project. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
5. Contractor is required to notify and request locates from the Texas One Call System prior to beginning any work. In Texas Call 811 or see the 811 website for information. Additional reference numbers are provided below

| | | |
|---|---|---|
| AT&T Communications Beaumont, Texas 77701 (409) 839-7030 Randall Jennings | Entergy Distribution North 11th Street Beaumont, Texas 77701 (409) 785-2136 Brian Cross | CenterPoint Energy/Entex 6090 College Street Beaumont, Texas 77707 (409) 860-7113 Tara Hunter |
| Spectrum 602 N. Hwy 69 Nederland, Texas 77627 (409) 720-5513 Michael Ward | Jefferson County Engineering Dept (409) 835-8584 Michelle Falgout | Doggett Ford Park Oak View Group (409)-291-0157 Lance Rosenberg |
| Jefferson County Precinct #4 (409)-273-3438 Milton Zachary | City of Beaumont City Engineer 409-880-3725 Molly Villareal | Doggett Ford Park Oak View Group Destin Deleon (409-499-8332 |

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to Jefferson County.

6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
7. Allow County forces to enter this project to accomplish such work as shown in the plans and as may be deemed necessary by the Engineer.
8. Maintain for the duration of this project, those sections of existing and proposed Midway areas, driveways, walkways, pavements and appurtenances which are to be constructed, reconstructed, modified, or remain in place under this project. Any portion of Midway areas, driveways, walkways, pavements and appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. This shall include but is not limited to driveways, parking lots, fencing, gates, storm pipes, MH tops, area lighting poles, electrical boxes, water valves/hose bibs, underground electrical, sewer lines and cleanout, fire hydrants, bollards, misc. concrete pads, buildings etc. No payment will be made for this work. County forces will maintain the existing section of streets and its appurtenances not a part of this project except those sections damaged by the Contractor's forces shall be repaired by the Contractor at his entire expense
9. Place all equipment and vehicles not in operation behind barriers/fencing when not in use..
10. All truck traffic transporting materials to and from the project are to access and depart from the project site utilizing routes approved by the Engineer. Millings, sand, or other approved materials may be used on adjacent surfaces to absorb and therefore minimize tracking of the materials applied during the course of construction. Materials used for absorption shall be maintained for the duration of the project. Upon completion of material applications, clean and dispose of absorption material in accordance with federal, state, and local regulations. This will not be paid for directly but shall be considered subsidiary to various bid items of the contract.
11. Assume ownership for all designated waste material and dispose of properly according to all State and Federal rules and regulations.
12. Control the dust and tracking caused by construction operations.

13. Quality Control for this project will be provided by Raba Kistner. The contractor will contract with Raba Kistner to sample and field test base and asphalt materials in accordance with the test methods provided for, under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the lab at least 48 hours in advance. If the Contractor schedules quality testing and cancels services, the contractor will be responsible for any charges that occur for cancellation. The payment for the Quality Services will be paid for based on submitted invoices. Invoices submitted to the County for Payment will not be allowed to have any markup.

14. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

15. Material on hand will not be paid for.

16. Anything deemed by the Contractor to be temporarily moved for the work will be done at the approval of the County and will not be paid for directly but will be considered subsidiary to various bid items.

17. Maintain adequate drainage throughout the limits of the project during all construction phases. Any dewatering will be responsibility of the Contractor and will be subsidiary to various bid items.

18. Construct paving to the grades shown on the plans. Mark all proposed grades at the edges of the asphalt and at grades breaks. Any discrepancies or issues shall be brought to the attention of the County.

19. Verify material quantities and dimensions prior to ordering materials.

20. Computation for bid quantities will be available upon contractor's request.

21. The Contractor will establish the project control point, points, or tangency PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.

22. Schedule work so as to prevent undue delay caused by wet weather.

23. When design details are not shown in the plans, provide barricades and temporary fencing conforming to the latest "Standard Highway Sign Designs for Texas" manual.

24. All materials, labor and incidentals required for the contractor to provide for traffic across site for temporary ingress and egress shall be furnished by the contractor at no additional cost to the County and shall be considered as incidental to the various bid items.

25. The Contractor will notify the Engineer 48 hours in advance of expected completion of the cement stabilized base work. The Engineer will inspect the base, receive quality testing and approve of the base prior to the placement of asphalt.

26. Contractor shall perform any handwork necessary around bollards, fire hydrants, utility islands, light pole foundations, flush utility pads, electrical box pads, existing concrete sidewalks/driveways, building foundations, etc. to attain the design section. The hand work necessary will not be paid for directly but will be subsidiary to all of the applicable bid items.

Bid Item Notes:

ITEM 5: CONTROL OF WORK

1. Station/mark the project and verify locations of work and area slopes with Engineer prior to the commencing of work. Mark ground elevations as noted on the plans. Maintain grades/slopes throughout the duration of the project. Consider this work to be subsidiary to the various bid items of the contract. Provide all surveying for the control of work.

ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. Consider this work to be subsidiary to the various bid items of the contract.



10-23-2024

| | |
|---|--|
| JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 1145 PEARL STREET, 5TH FLOOR BEAUMONT, TEXAS 77701 PHONE: (409) 835-8584 FAX: (409) 835-8718 | |
| PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION | |
| SHEET 2 OF 9 | SHEET GENERAL NOTES AND SPECIFICATIONS |
| DRW'N. BY: G.K. | Page 115 of 122 02 |
| CHK'D. BY: M.F. | |

2. If needed, maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

ITEM 8: PROSECUTION AND PROGRESS

- 1. Compute and charge working days in accordance with Article 8.3.1.5., "Calendar Day".
- 2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

ITEM 9: MEASUREMENT AND PAYMENT

- 1. All items will be measured per TXDOT Specifications unless otherwise noted.
- 2. The Contractor shall submit all tickets, As-Built drawings and an updated schedule with each pay request.
- 3. The County will withhold a 10% retainage from each pay request.

ITEM 110 - EXCAVATION

- 1. Material generated from excavation activities, free from contaminants, shall be hauled and stockpiled on site at a County designated location. Excavation shall be performed according the TXDOT Item 110.
- 2. Quantity of this Item shown in the plans, only includes the quantity of material for this bid item. Excavation for this item is a plan quantity. Any other excavation (hand or machine) quantities will be subsidiary to other applicable bid items.
- 3. Hauling and stockpiling of all excavated materials will be subsidiary to this or other bid items.
- 4. After excavation, proof roll the surfaces to be cement stabilized. Proof rolling will not be paid for directly but shall be considered subsidiary to various bid items of the contract.

ITEM 251: REWORK BASE COURSES -

- 1. After excavation of the surface materials, scarify existing Midway Area remaining surface and existing base materials to the depth shown on the plans and specifications and according to TXDOT Item 251. Scarify and perform any grading, watering, etc. of the surface necessary for prep for Cement Stabilization of base. Materials may include limestone, asphalt and clay materials. See Geotech Report included as an attachment to this document.

ITEM 275: CEMENT TREATMENT (ROAD-MIXED)

- 1. This item shall be performed according to TXDOT item 275 and will include all necessary work for cement application, including but not limited to mixing of the cement into the existing material at the rate shown on the plans, compacting, watering to maintain moisture, grading and microcracking. Cement applied shall be in slurry form
- 2. Geotech shall test and approve of the Cement treated base prior to placement of prime.

BID ITEM 300 - AEP PRIME

- 1. Prime shall not be applied until the base prep has been reviewed and approved by the Geotechnical Engineer and the County Engineer.
- 2. Prime Coat shall be AEP. Distribute Prime smoothly and evenly at an estimated rate of 0.25 gallons per square yard. Actual amount used will be adjusted as necessary in the field according to conditions and in consultation with the County Engineer. Prime will be paid for by the gallon applied and paid by ticket.

ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)

- 1. Type "C" Dense Graded Hot Mix Asphalt shall be placed according to the plans and specifications according to TXDOT Item 340. The use of RAP materials in the mix design will be allowed at a max of 20%. Asphalt binder shall be PG 70-22.
- 2. Contractor shall provide and place tack where new asphalt is placed against on sides of concrete slabs, foundations, sidewalks, driveway, other concrete structures, or asphalt driveways and any other location required by good practices. This shall not be paid for directly but will be subsidiary to this bid item.
- 3. Contractor shall protect existing concrete surface from oil and staining from the new prime and asphalt placement. This shall not be paid for directly but will be subsidiary to this bid item.

ITEM 351: SOFT SPOT SUBGRADE REPAIR (ONLY AS DIRECTED BY ENGINEER)

- 1. Repair soft subgrade areas only as directed by the Engineer. Identified soft spots shall be excavated a minimum 9 inches and backfilled and compacted in lifts with TXDOT limestone base. This item may or may not be used.

ITEM 500: MOBILIZATION

- 1. Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.
- 2. Mobilization shall not exceed three (3) percent of the total construction items amount prior to the cost of mobilization being added.

ITEM 502: BARRICADES AND TRAFFIC/PEDESTRIAN HANDLING

- 1. Furnish and maintain safety fencing to the limits shown on the plans during the entire duration of work. Secure safety fencing to existing fencing and hand rail as shown on the plans.
- 2. Contractor to place and maintain barricades to the limits shown on the plans from December 10 to December 14th for Doggett Ford Park Function. Barricades will be provided by Doggett Ford Park and the County.
- 3. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- 4. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- 5. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- 6. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- 7. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- 8. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- 9. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- 10. Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

| Square Feet | Minimum Thickness |
|------------------|-------------------|
| Less Than 1.5 | 0.080 Inches |
| 1.5 To 7.5 | 0.100 Inches |
| Greater Than 7.5 | 0.125 Inches |
- 11. Any changes to the traffic control plan must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.
- 12. The Contractor shall include a schedule of street closure dates in the Traffic Control Plan. Contact the Engineer and Doggett Ford Park 72 hours in advance of closures and detours.
- 13. It is the responsibility of the Contractor to notify the Engineers Office and Doggett Ford Park of work to be performed 48 hours in advance.
- 14. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- 15. Use drums or vertical panels instead of cones as traffic control devices.



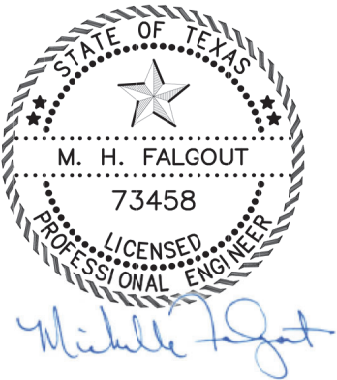
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|---|--|
| JEFFERSON COUNTY ENGINEERING DEPARTMENT JEFFERSON COUNTY COURTHOUSE 1145 PEARL STREET, 5TH FLOOR BEAUMONT, TEXAS 77701 PHONE: (409) 835-8584 FAX: (409) 835-8718 | |
| PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION | |
| SHEET 3 OF 9 | SHEET GENERAL NOTES AND SPECIFICATIONS |
| DRW'N. BY: G.K. | Page 116 of 122 03 |
| CHK'D. BY: M.F. | |

16. The Contractor shall submit to the County, prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately but will be considered subsidiary to this pay item.
17. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

1. This item will not be paid for directly but considered subsidiary to various bid items.
2. Temporary erosion, sediment and water control measures shall be required.
- a. Erosion control logs are to be utilized at every inlet or discharge point within the affected areas of construction and should remain in place throughout the duration of construction.
 - b. Contractor will be responsible for removing dirt from the roads daily to prevent tracking.
 - c. Contractor shall police the construction area at the end of each day and remove and containerize all trash
 - d. Pumped stormwater shall be channeled through a rock berm, erosion control log or other method to help prevent excessive discharge of silt.

END OF DIVISION II
GENERAL NOTES AND BID ITEM NOTES



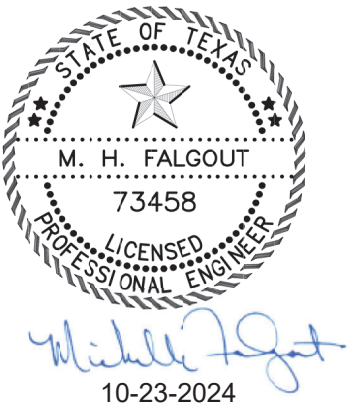
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| PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION | |
| SHEET 4 OF 9 | SHEET GENERAL NOTES AND SPECIFICATIONS |
| DRW'N. BY: G.K. | Page 117 of 122 04 |
| CHK'D. BY: M.F. | |

JEFFERSON COUNTY
DOGETT FORD PARK MIDWAY REHABILITATION PROJECT
QUANTITIES

General Site Information

| | |
|------------------------------|----------|
| SQUARE YARDS OF SURFACE (SY) | 39,900.0 |
| EXCAVATION (INCHES) | 2.25 |
| LIME STABILIZATION (INCHES) | 8.0 |
| HMAC (INCHES) | 2.00 |

| Bid Item | TXDOT Item | BID ITEM DESCRIPTION | Estimated Quantities | Unit |
|----------|------------|--|----------------------|------|
| 1 | 500 | MOBILIZATION (MAX 3%) | 1 | LS |
| 2 | 110 | EXCAVATION Excavate existing surface and base- (2.25" DEPTH) Stockpile on site | 2494 | CY |
| 3 | 251 | REWORKING BASE COURSE (8" DEPTH) | 39900 | SY |
| 4 | 275 | CEMENT TREATED SUBGRADE (Site Mixed 8" deep) 8% (SY) | 39900 | SY |
| 5 | 300 | AEP PRIME (0.25 GALLONS/SY) | 9975 | GAL |
| 6 | 340 | DENSE GRADED HOT-MIX ASPHALT 2 inches thick, PG 70-22 (20% RAP Allowed) | 4608 | TON |
| 7 | 351 | FLEXIBLE PAVEMENT SUBRADE REPAIR | 400 | SY |
| 8 | 502 | BARRICATES AND TRAFFIC/PEDESTRIAN HANDLING | 1 | LS |



JEFFERSON COUNTY
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JEFFERSON COUNTY COURTHOUSE
1145 PEARL STREET, 5TH FLOOR
BEAUMONT, TEXAS 77701
PHONE: (409) 835-8584 FAX: (409) 835-8718

PROJECT: DOGETT FORD PARK
MIDWAY ASPHALT REHABILITATION

SHEET 5 OF 9
DRW'N. BY: G.K.
CHK'D. BY: M.F.

SHEET
QUANTITIES
Page 118 of 122



LEGEND

- X — X — X — FENCE
- SS — SS — SS — SANITARY SEWER
- SD — SD — SD — STORM DRAIN
- W — W — W — WATER
- UE — UE — UE — UNDERGROUND ELECTRICAL

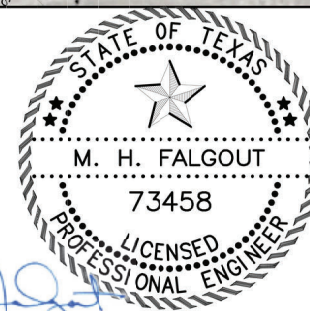
LP LIGHT POLE

(IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation

FH FIRE HYDRANT

EXIST. PLAN—MIDWAY @ FORD PARK
SCALE: 1"=60'

10-23-2024

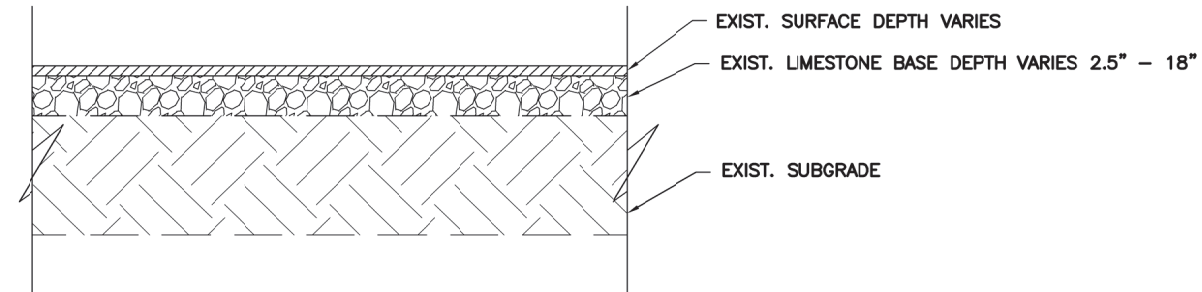


* 00.00 EXISTING ELEVATION

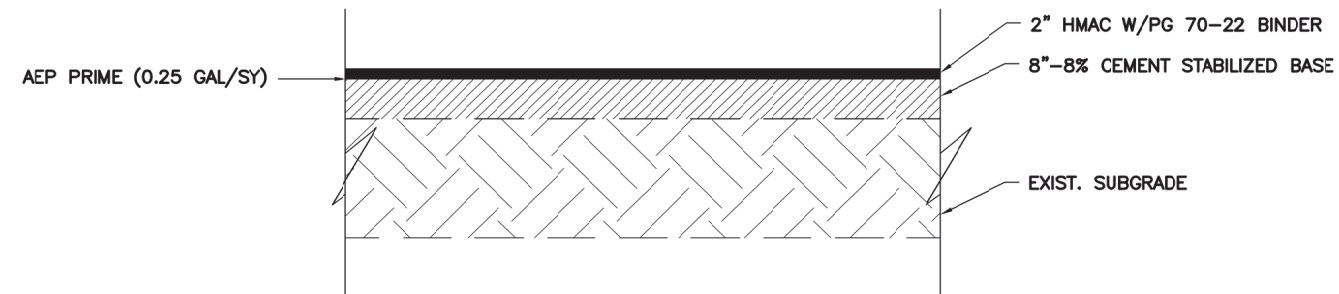


SCALE: 1"=60'-0"

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| PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION | |
| SHEET 6 OF 9 | SHEET EXIST. PLAN |
| DRWN. BY: G.K. | |
| CHK'D. BY: M.F. | Page 119 of 22 |

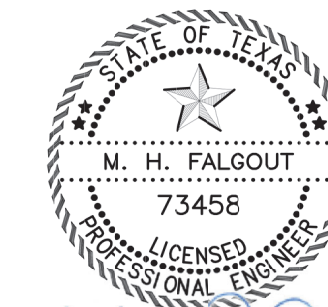


EXISTING TYPICAL SECTION
SCALE: NTS



PROPOSED TYPICAL SECTION
SCALE: NTS

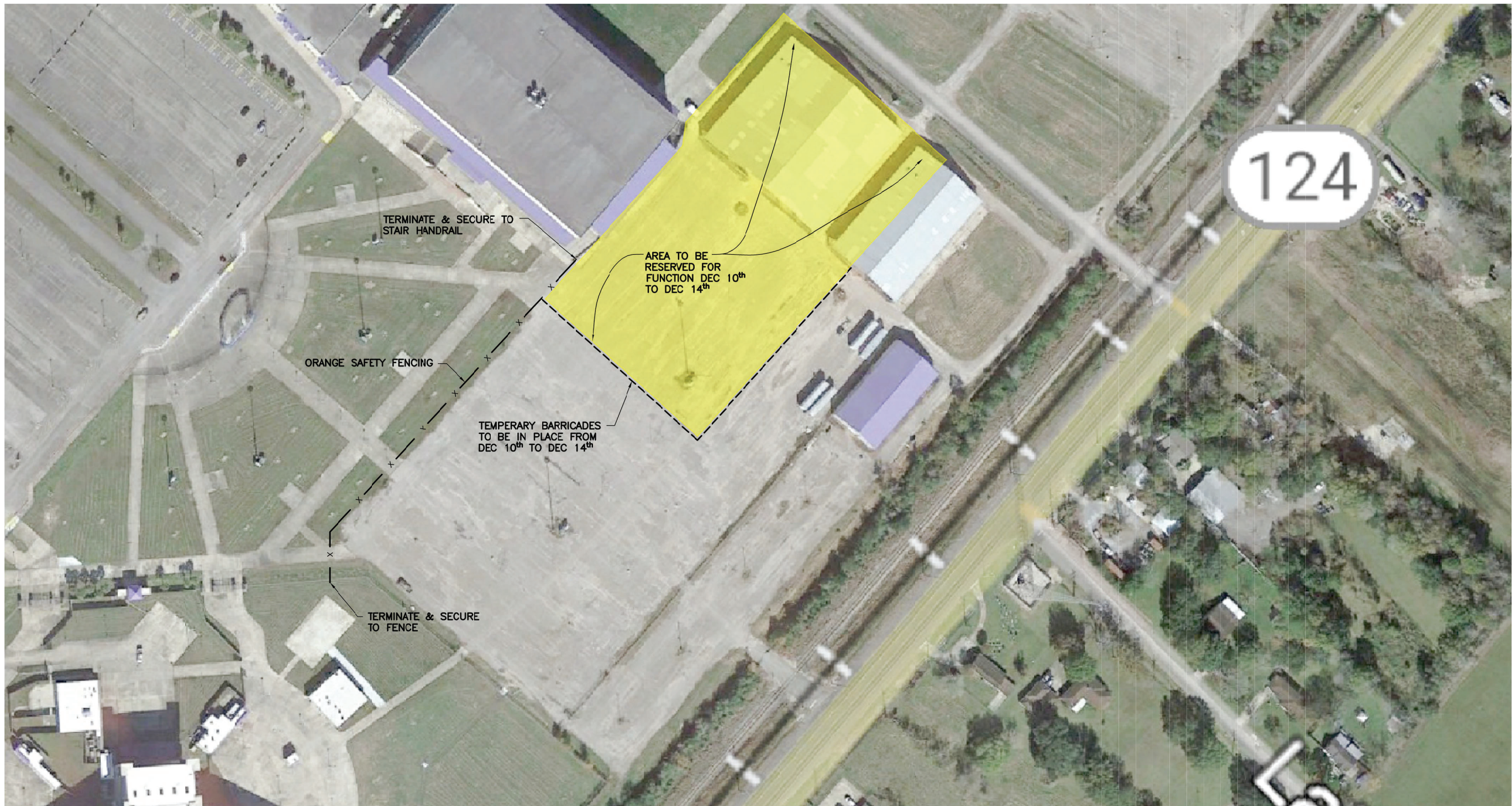
- NOTES:
 1) SEE GEOTECHNICAL REPORTS FOR EXISTING MATERIALS INFORMATION.
 2) CONTRACTOR SHALL PERFORM ANY HAND WORK NECESSARY TO PROVIDE THE REQUIRED SECTIONS AROUND ALL UTILITY ISLAND AREAS, FIRE HYDRANTS, BOLLARDS, ELECTRICAL PADS, LIGHT POLE STANDS, BUILDING FOUNDATIONS, ETC.



10-23-2024

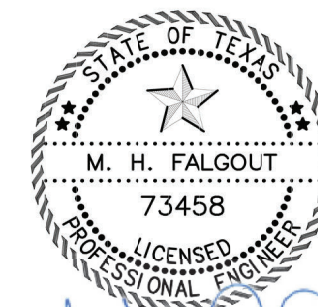
Michelle F. Galt

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| PROJECT: DOGGETT FORD PARK MIDWAY ASPHALT REHABILITATION | |
| SHEET 8 OF 9 | SHEET DETAILS |
| DRW'N. BY: G.K. | |
| CHK'D. BY: M.F. | Page 12 of 22 |



PLAN-TEMPERARY FENCING AND BARRICADES
SCALE: NTS

- NOTES:
- 1) CONTRACTOR TO PROVIDE ORANGE SAFETY FENCING TO THE LIMITS SHOWN. SAFETY FENCE TO REMAIN IN PLACE DURING ENTIRE PROJECT FROM MOB TO DEMOB.
 - 2) CONTRACTOR TO PROVIDE TEMPORARY BARRICADES TO THE APPROXIMATE LIMITS SHOWN FOR RESERVED AREA FUNCTION. RESERVED AREA INCLUDES DRIVEWAYS @ AG BARNS AS NOTED.



10-23-2024

Michelle Falgout

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| SHEET 9 OF 9 | SHEET FENCING AND BARRICADE PLAN |
| DRW'N. BY: G.K. | Page 122 of 22 |
| CHK'D. BY: M.F. | |