SPECIAL, 8/3/2015 1:30:00 PM

BE IT REMEMBERED that on August 03, 2015, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

Ron Hobbs

Honorable Carolyn L. Guidry , County Clerk

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

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS August 03, 2015

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **03rd** day of **August 2015** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

WORKSHOP: 11:00 a.m.- Discuss pending FY 2016 budget issues and budget calendar.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

PURCHASING:

1. Execute, receive, and file a contract for (IFB 15-016/JW), McFaddin National Wildlife Refuge Dune Restoration with Apollo Environmental for Base Bid and Alternate Bid Additives 1, 2, and 3 in the amount of $3,872,218.60. This is a Round 2.2 Disaster Project funded by the Texas General Land Office (GLO).

SEE ATTACHMENTS ON PAGES 10 - 462

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

2. Reject all bids for (IFB 15-012/YS) HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief.

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

3. Consider and approve, execute, receive and file price extension for (IFB 10-044/KJS), HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief with Alliance Mechanical Services for a period of 90 days, extending the current expiration date to October 26, 2015.

SEE ATTACHMENTS ON PAGES 463 - 463

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

4. Consider and approve, execute, receive and file Amendment II (two) to contract (IFB 15-011/JW) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. This amendment will add Pharmaceutical Disposal Service for Jefferson County Juvenile Justice – Port Arthur Office located at 900 Fourth Street, Port Arthur, TX, 77640, Jefferson County Employee Health located at 1225 Pearl Street, Suite 146-A, Beaumont, TX, 77701, Public Health Department Unit I, 1295 Pearl Street, Beaumont, TX, 77701, Public Health Department Unit II, 246 Dallas Avenue, Port Arthur, TX, 77640, and Minnie Rogers Juvenile Justice Center, 5326 Highway 69 South, Beaumont, TX, 77705 at a rate of $58.00 per container per haul.

SEE ATTACHMENTS ON PAGES 464 - 467

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

5. Consider and approve, execute, receive and file a renewal for (IFB 14-035/JW), Term Contract for Hydrated Lime for Jefferson County for a first (1) one year renewal from September 14, 2015 to September 13, 2016.

SEE ATTACHMENTS ON PAGES 468 - 468

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

CONSTABLE PRECINCT 1:

6. Consider and possibly approve the hiring of Deputy Anthony Dean as Part Time Deputy Constable with Precinct 1 Constable's Office in accordance with Local Government Code (LGC)86.011.

SEE ATTACHMENTS ON PAGES 469 - 470

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

7. Consider and approve budget transfer - Road & Bridge Pct.2 - replacement of gate.

112-0205-431-4009	BUILDINGS AND GROUNDS	$4,200.00	
112-0202-431-1005	EXTRA HELP		$4,200.00

SEE ATTACHMENTS ON PAGES 471 - 471

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve budget transfer - Treasurer - additional cost for travel.

120-1017-415-5062	TRAVEL EXPENSE	$256.00	
120-1017-415-3078	OFFICE SUPPLIES		$256.00

SEE ATTACHMENTS ON PAGES 472 - 472

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider and approve budget transfer - Visitor Center - replace fire alarm panel.

286-8040-465-6014	BUILDINGS AND STRUCTURES	$6,860.00	
286-8040-465-5021	DUES/SUBSCRIPTIONS		$230.00
286-8040-465-4056	ELECTRICITY		$1,000.00
286-8040-465-4057	WATER AND SEWAGE		$500.00
286-8040-465-1005	EXTRA HELP		$5,000.00
286-8040-465-4009	BUILDINGS AND GROUNDS		$130.00

SEE ATTACHMENTS ON PAGES 473 - 479

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Consider and approve budget amendment - 252nd District Court - additional cost for indigent defense.

120-2037-412-5072	PAUPER ATTORNEY FEES	$200,000.00	
110-2027-412-5055	PETIT JURORS		$200,000.00

SEE ATTACHMENTS ON PAGES 480 - 480

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Consider and approve Maintenance Agreement for the Automated Victim Notification Services with Apriss the amount of $27,715.32 for the period September 1, 2015 through August 31, 2016. This contract allows for the Statewide Automated Victim Notification Service. Cost are reimbursed by the State of Texas.

SEE ATTACHMENTS ON PAGES 481 - 485

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

12. Receive and file Financial & Operating Statements for the month ending June 30, 2015.

SEE ATTACHMENTS ON PAGES 486 - 502

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Regular County Bills check #409937 through check #410183. (7/27/2015)

SEE ATTACHMENTS ON PAGES 503 - 512

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

14. Regular County Bills check #410184 through check #410402. (8/3/2015)

SEE ATTACHMENTS ON PAGES 513 - 521

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY CLERK:

15. Consider and approve the polling location change from the Nederland Recreation Center to the Bob Henson Building for the November 3, 2015 Election per the City of Nederland request. This polling location resides in Commissioner Precinct 2 area of the County.

SEE ATTACHMENTS ON PAGES 522 - 523

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

16. Consider and possibly approve the re-appointment of Mr. Ronnie Anderson (appointed by Judge Branick) to the Jefferson County Housing Finance Corporation Board of Directors.

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

17. Consider and possible approve, execute, receive and file the reappointment of Ms. Rebecca Ford to the Spindletop MHMR Services Board of Trustees, this is a 2 year term.

SEE ATTACHMENTS ON PAGES 524 - 524

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

18. Consider and possibly approve the adoption of a Proclamation recognizing the Pioneering Women who have given of themselves to assist women in achieving greater heights to improve the quality of life throughout our community.

SEE ATTACHMENTS ON PAGES 525 - 525

Motion by: Commissioner Alfred
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

19. Receive and file Continuing Education Transcript for Allison Nathan Getz, Jefferson County Tax Assessor-Collector, who has successfully completed the continuing education requirements of Sec. 6.231(d) of the Texas Property Tax Code. Additionally, designation of Professional County Collector as certified by the Tax Assessor-Collectors Association of Texas.

SEE ATTACHMENTS ON PAGES 526 - 527

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

20. Consider and possibly approve a Resolution giving permission to the Sheriff to conduct an auction to sell property currently held by Jefferson County and the entities for which it collects. The auction will be held on the first Tuesday of September 2015.

SEE ATTACHMENTS ON PAGES 528 - 542

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

SHERIFF'S DEPARTMENT:

21. Consider and possibly approve the Interlocal Contract between the County and the Southeast Texas Regional Planning Commission related to 9-1-1 service. This agreement replaces the current two year contract that expires on August 31, 2015 with SETRPC. There are no changes with this new agreement other than extending the two year term which, if approved, will expire on August 31, 2017.

SEE ATTACHMENTS ON PAGES 543 - 552

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

22. Consider and possible adopt a Resolution recognizing Yvonne M. Scott for 22 years and 11 months of dedicated service as a Corrections Officer for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 553 - 554

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

Other Business:

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

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

_____
Jeff R. Branick
County Judge

COUNTY OF JEFFERSON
STANDARD FORM OF AGREEMENT
FOR OWNER-CONTRACTOR PROJECTS

STATE of TEXAS }

JEFFERSON COUNTY }

THIS AGREEMENT, made and entered into this 3rd day of August, A.D. 2015, by and between County of Jefferson of the COUNTY of Jefferson in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and APOLLO Environmental Strategies, Inc. of the City of Beaumont County of Jefferson in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follow: and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by LJA Engineering, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 240 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 260 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

County of Jefferson, Texas	APOLLO Environmental Strategies, Inc.
Party of the First Part (OWNER)	Party of the Second Part (CONTRACTOR)
By: Jeff R. Branick, Jefferson County Judge	By: Sandy Elias, Pres
ATTEST:	ATTEST: Brenda Walker

Bond No: TXIFSU 0675701

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Apollo Environmental Strategies, Inc.
(Name of Contractor or Company)

P.O. Box 12114 - Beaumont, Tx 77726
(Address)

a Corporation hereinafter called Principal, and

International Fidelity Insurance Company
(Name of Surety Company

4965 Preston Park Blvd., Suite 200 - Plano, Tx 75093
(Address)

hereinafter called Surety, are held and firmly bound unto

Jefferson County
(Name of Recipient)

1149 Pearl Street - Beaumont, Tx 77701
(Recipient's Address)

hereinafter called OWNER, in the penal sum of $ Three Million Eight Hundred Seventy-Two Thousand Two Hundred Eighteen & 60/100 Dollars ($ * $3,872,218.60) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

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

McFaddin National Wildlife Refuge Dune Restoration

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

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

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, on this the _____ day of _____.

ATTEST:

Apollo Environmental Strategies, Inc.
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal)

Po Box 12114
(Address)

Beaumont TX 77726

P.O. Box 12114
Beaumont, Tx 77726
(Address)

Apollo Environmental Strategies, Inc. CORPORATE SEAL STATE OF TEXAS

ATTEST:

International Fidelity Insurance Company
(Surety)

_____ By _____
(Witness as to Surety) Jay Taylor

(Attorney in Fact) Christopher Blaine McAnally

110 W. Louisiana Ave., Suite 150 - Midland, Tx 79701
(Address)

110 W. Louisiana Ave., Suite 150 - Midland, Tx 79701
(Address)

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

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAY TAYLOR, BOYD JACK COWAN, JOHN W. WILKINS, CHRISTOPHER BLAINE MCANALLY

Midland, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-In-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-In-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of

MARIA BRANCO, Assistant Secretary

Bond No: TXIFSU 0675701

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Apollo Environmental Strategies, Inc.
(Name of Contractor or Company)

P.O. Box 12114 - Beaumont, Tx 77726-2114
(Address)

A Corporation, hereinafter called Principal,
(Corporation / Partnership)

and International Fidelity Insurance Company
(Name of Surety Company)

4965 Preston Park Blvd., Suite 200 - Plano, Tx 75093
(Address)

Hereinafter called Surety, are held and firmly bound unto

Jefferson County
(Name of Recipient)

1149 Pearl Street - Beaumont, Tx 77701
(Recipient's Address)

Hereinafter called OWNER, in the penal sum of $ Three Million Eight Hundred Seventy-Two Thousand Two Hundred Eighteen and 60/100----------

Dollars, $ 3,872,218.60 in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

McFaddin National Wildlife Refuge Dune Restoration
(Project Name)

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

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

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

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

ATTEST:

Apollo Environmental Strategies, Inc.
(Principal)

Thomas C. Sears
(Principal Secretary)

By Sandy K. Sing Pres. (s)

(SEAL)

Apollo Environmental Strategies, Inc. CORPORATE SEAL STATE OF TEXAS

Brenda D. Walton
(Witness as to Principal)

P.O. Box 12114
Beaumont, Tx 77726
(Address)

Po Box 12114, Beaumont TX 77726
(Address)

ATTEST:

International Fidelity Insurance Company
(Surety)

Jay Taylor
(Witness as to Surety) Jay Taylor

By Christopher Blaine McAnally
(Attorney in Fact) Christopher Blaine McAnally

110 W. Louisiana Ave., Ste. 150 - Midland, Tx 79701
(Address)

110 W. Louisiana Avenue, Suite 150 - Midland, Tx 79701
(Address)

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

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAY TAYLOR, BOYD JACK COWAN, JOHN W. WILKINS, CHRISTOPHER BLAINE MCANALLY

Midland, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day of

MARIA BRANCO, Assistant Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2015

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

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PRODUCER
MCANALLY WILKINS, INC
P.O. Box 60810
Midland TX 79711

CONTACT NAME: Jay Taylor
PHONE (A/C, No, Ext): (432) 685-9316 FAX (A/C, No): (855) 928-0909
E-MAIL ADDRESS: jay@mcanallywilkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyds of London	
INSURER B: Praetorian Insurance Co	
INSURER C: Texas Mutual Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Apollo Environmental Strategies, Inc.
PO Box 12114
Beaumont TX 77726

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIABILITY X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			PGIARK04665-00	2/20/2015	2/20/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X MCS-90			PICTX0003147	2/20/2015	2/20/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			PGIXS00222-00 (Following For General, Auto & Employers Liab.)	2/20/2015	2/20/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001010191 (Tx) WC 927998347614 (o/s)	2/20/2015 2/20/2015	2/20/2016 2/20/2016	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution / Professional Liability			PGIARK04665-00	2/20/2015	2/20/2016	EACH INCIDENT: EACH CLAIM:	$ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All policies except Workers' Compensation include a blanket additional insured endorsement that provides additional insured status to those parties required in a written contract between the named insured and the certificate holder. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30 day notice of cancellation.

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Blaine McAnally/JAY Blaine McAnally

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2015

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PRODUCER
MCANALLY WILKINS, INC
P.O. Box 60810
Midland TX 79711

CONTACT NAME: Jay Taylor
PHONE (A/C, No, Ext): (432) 685-9316 FAX (A/C, No): (855) 928-0909
E-MAIL ADDRESS: jay@mcanallywilkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AGCS Marine Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Apollo Environmental Strategies, Inc.
PO Box 12114
Beaumont TX 77726

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Hull Physical Damage			OHL92008951 (INCL. MARI-	2/20/2015	2/20/2016	HULL/MACHINERY-OCCURR.	$ 600,000
	Protection & Indemnity			TIME / BI FOR CREW)			P&I / MARKTIME--OCCURR.	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All policies except Workers' Compensation include a blanket additional insured endorsement that provides additional insured status to those parties required in a written contract between the named insured and the certificate holder. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30 day notice of cancellation.

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Blaine McAnally/JAY Blaine McAnally

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
MCANALLY WILKINS, INC
P.O. Box 60810
Midland TX 79711

CONTACT NAME: Jay Taylor
PHONE (A/C, No, Ext): (432) 685-9300 FAX (A/C, No): (855) 928-0909
E-MAIL ADDRESS: jay@mcanallywilkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New York Marine and General	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Apollo Environmental Strategies, Inc.
PO Box 12114
Beaumont TX 77726

COVERAGES CERTIFICATE NUMBER: 15-16 Excess P&I REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Protection & Indemnity / Maritime Liability			ML201500001169 (follow-form OHL92008951)	2/20/2015	2/20/2016	Each Occurrence:	$5,000,000

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

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Beaumont, TX 77701

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E-MAIL ADDRESS: jay@mcanallywilkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity and Liability	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Apollo Environmental Strategies, Inc.
PO Box 12114
Beaumont TX 77726

COVERAGES CERTIFICATE NUMBER: 15-16 Maritime Pollution REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability -			V-11681-15	2/20/2015	2/20/2016	Each Occurrence::	$5,000,000

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

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Blaine McAnally/JAY Blaine McAnally

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TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE

MCFADDIN NWR DUNE RESTORATION
JEFFERSON COUNTY, TEXAS

5/19/2015

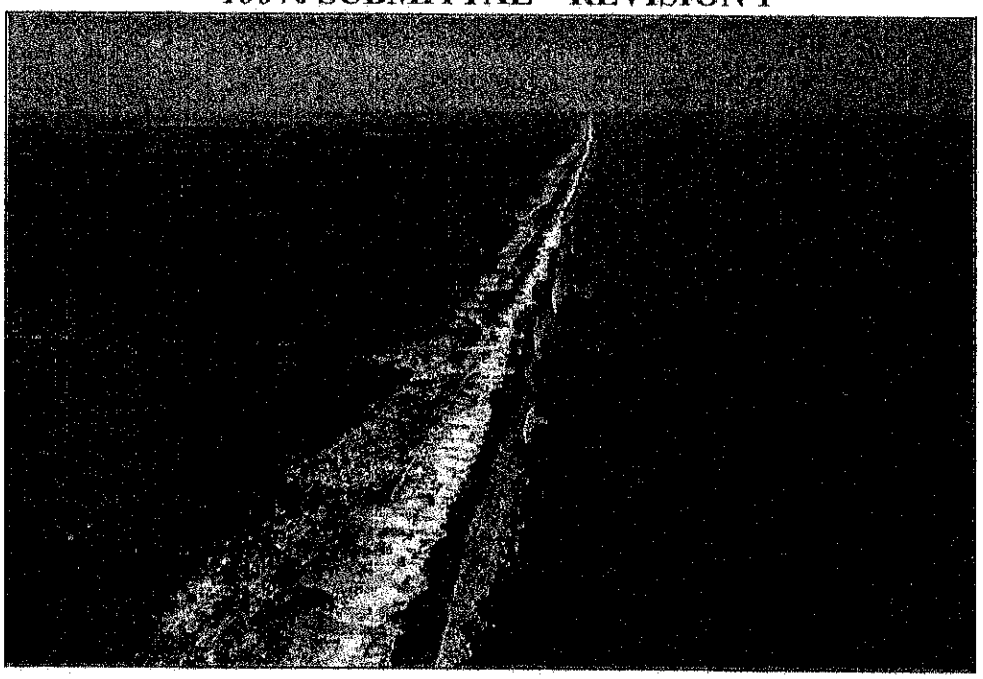
STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER
exp 9-30-15

CONTRACT DOCUMENTS

MAY 19, 2015

LJA Engineering, Inc.

100% SUBMITTAL – REVISION 1



TGLO CONTRACT NO. 12-403-014 W.O. NO. 6822

IKE DISASTER RECOVERY - ROUND 2.2 FUNDING

PROJECT 21226

JEFFERSON COUNTY IFB 15-016/JW

APOLLO ENVIRONMENTAL
PO BOX 12114
BEAUMONT TX 77726

Original

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

June 1, 2015
Legal Notice

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, **15-016/JW, McFaddin National Wildlife Refuge Dune Restoration.** All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1001 Pearl Street, 3rd Floor, Beaumont, Texas 77701, no later than 11:00 AM CDT, Tuesday, **June 30, 2015.** Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable fee of **$75** from **Suzanne Pate, LJA Engineering, Inc., 905 Orleans St., Beaumont, TX 77701**. Any questions relating to these requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593.

A Mandatory Pre-Bid Conference will be held on Tuesday, June 16, 2015 at 10:00 AM CDT. The conference will be held at the Jefferson County Engineering Conference Room (5th Floor), 1149 Pearl Street, Beaumont, Texas.

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

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas General Land Office (GLO) and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex age or national origin.

Funding for this project is covered under Section 3 of the Housing and Urban Development Act of 1968. All eligible bidders must comply with Section 3 requirements in regards to meeting or exceeding the required objectives for both hiring and subcontracting. In accordance with these objectives, contractors are required to direct their newly created employment and/or subcontracting opportunities to Section 3 Residents and Business Concerns.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	**McFaddin National Wildlife Refuge Dune Restoration**
BID NO:	**15-016/JW**
DUE DATE/TIME:	**11:00 AM CDT, Tuesday, June 30, 2015**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1001 Pearl Street, 3rd Floor** **Beaumont, TX 77701**

Sincerely,

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: **June 3, 2015 and June 10, 2015**

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

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395-1003-CST-1004 PLAN VIEW STA 171+00 TO STA 235+00
395-1003-CST-1005 PLAN VIEW STA 235+00 TO STA 295+00
395-1003-CST-1006 PLAN VIEW STA 295+00 TO STA 343+60
395-1003-CST-1007 PLAN VIEW STA 343+60 TO STA 395+00
395-1003-CST-1008 PLAN VIEW STA 395+00 TO STA 455+00
395-1003-CST-1009 PLAN VIEW STA 455+00 TO STA 515+00
395-1003-CST-1010 PLAN VIEW STA 515+00 TO STA 575+00
395-1003-CST-1011 PLAN VIEW STA 575+00 TO STA 635+00
395-1003-CST-1012 PLAN VIEW STA 635+00 TO STA 690+00
395-1003-CST-1013 PLAN VIEW STA 690+00 TO STA 750+00
395-1003-CST-1014 PLAN VIEW STA 750+00 TO STA 810+00
395-1003-CST-1015 PLAN VIEW STA 810+00 TO STA 870+70
395-1003-CST-1016 PROP BERM CUT CROSS SECTIONS
395-1003-CST-1017 PROP BERM CUT CROSS SECTIONS
395-1003-CST-1018 PROP BERM CUT CROSS SECTIONS
395-1003-CST-1019 PROP BERM CUT CROSS SECTIONS
395-1003-CST-1020 IMPROVEMENTS ON EXISTING BERMS CUT CROSS SECTIONS
395-1003-CST-1021 IMPOUNDMENT RELIEF LOCATION PLAN
395-1003-CST-1022 IMPOUNDMENT RELIEF LOCATION PLAN
395-1003-CST-1023 IMPOUNDMENT RELIEF AND LEVEE TIE-IN

395-1003-CST-1024 SW3P INDEX
395-1003-CST-1025 SW3P LAYOUT
395-1003-EC (1)–93 TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION MEASURES

15-016/JW, McFaddin NWR Dune Restoration

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NOTICE TO BIDDERS

SEALED BIDS SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT
1001 PEARL STREET, 3RD FLOOR, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, June 30, 2015

MARK ENVELOPE:
"15-016/JW, McFaddin National Wildlife Refuge Dune Restoration"
"JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES."

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

All bids must be received in the Purchasing Department before opening date at 11:00 AM CDT. Bids received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

PLEASE TAKE NOTE OF THE FOLLOWING COUNTY HOLIDAYS:

1. **County Holidays – 2015**

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed **Notice to Bidders** and accompanying **Specifications and Bid Forms** must be completed prior to submission. Failure to complete forms/affidavits may render your bid null and void. Bids will be opened and read aloud in the Commissioners' Courtroom, Fourth Floor, 1149 Pearl Street, Beaumont, Texas.

In the event the Commissioners' Courtroom is in use at time of opening, bids will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

1.0 Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the IFB number (15-016/JW), name of bidder, and the date and time of bid opening.

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

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont, TX 77701

1.2 All bids must be submitted on the bid form furnished in this package.

1.3 The bid shall be legibly printed in ink or typed.

1.4 Erasures or other corrections in the bid must be noted over the signature of the bidder.

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

1.6 Authorized Signatures. The bid must be executed personally by the bidder, 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 bidder shall accompany the bid to become a valid bid, and must include the complete address of the bidder.

1.7 Late Bids. Bids must be in the Purchasing Department before or at 11:00am by submission deadline. Bids received after 11:00am, the submission deadline, shall be rejected as non-responsive and returned unopened.

1.8 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before opening 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 11:00am submission deadline. Jefferson County reserves the right to withdraw a request for bids before the specified opening date and time.

1.5 Withdrawal of Bids After Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the bidder 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. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. The absence of stated exceptions and/or substitutions shall indicate that the bidder 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. No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

1.9 Descriptions. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 Bid Alterations. Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Bidders 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. Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certi-

fied Check or Cashier's Check payable without recourse to Jefferson County, or a bid bond with corporate surety authorized to conduct business in Texas.

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 **Vendor Registration: SAM (System for Award Management)**. Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

1.21 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the bidder. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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

2. Inspection of Site

2.1 Each bidder should visit the site of the proposed work and become fully acquainted with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or

acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

3. Performance

3.1 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.

3.2 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.

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

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

3.5 Delivery Charges. 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.

3.6 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.

3.7 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.

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

3.9 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 in effect for Jefferson County or the State of Texas at the time of performance.

3.10 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.

3.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

3.12 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.

3.13 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.

3.14 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.

3.15 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.

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

4. Notice to Proceed/Purchase Orders and Payment

4.1 Purchase Orders. A purchase order(s) or written Notice to Proceed 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 ser-

vices rendered and accepted by the contract administrator for which a valid invoice has been received.

4.2 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. Invoices should be sent directly to the Jefferson County Auditor, Patrick Swain, located at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701.

4.3 Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt 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.

4.4 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.

5. Contract

5.1 Contract Definition/Contract Agreement. 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.

5.2 Changes in the Work

5.2.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

5.2.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

5.2.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all

changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

5.2.4 Each change order shall include in its final form:

5.2.4.1 A detailed description of the change in the work.

5.2.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

5.2.4.3 A definite statement as to the resulting change in the contract price and/or time.

5.2.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5.2.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

5.3 Claims for Extra Cost

5.3.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

5.3.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

5.3.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

5.3.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5.4 Termination, Delays, and Liquidated Damages

5.4.1 Right of the Owner to Terminate Contract. In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence per-

formance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

5.4.2 Liquidated Damages for Delays. If the work is not completed within the number of working days stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

5.4.3 Excusable Delays.

5.4.3.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

5.4.3.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

5.4.3.3 Any acts of the Owner;

5.4.3.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5.4.3.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

5.5 Assignment or Novation. The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of

all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

5.6 Disputes.

5.6.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

5.6.2 The Contractor shall submit in detail his claim and his proof thereof.

5.6.3 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

5.7 Conflict of Interest.

5.7.1 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.

5.7.2 When conflict of interest is discovered, it shall be grounds for termination of contract.

5.8 Injuries or Damages Resulting from Negligence. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with related court costs, which may be obtained against Jefferson County growing out of such injury or damages.

5.9 Interest by Public Officials. No public official shall have interest in this contract except, in accordance with Texas Local Government Code.

5.10 Warranty. The successful bidder 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.

5.11 Uniform Commercial Code. The successful bidder and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code, subject to and enforceable according to the laws of the State of Texas.

5.12 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.

5.13 Sale, Assignment, or Transfer of Contract. The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

5.14 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.

6. Execution of Agreement/Performance and Payment Bonds

6.1 Performance and Payment Bonds requires all prime contractors which enter into a formal contract in excess of $25,000 with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of $100,000.

6.2 The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Jefferson County may grant, shall constitute a default and Jefferson County may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Jefferson County may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Jefferson County for a refund.

7. Statement of Bidder's Qualifications

7.1 Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. Jefferson County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish Jefferson County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy Jefferson County that the bidder is qualified to carry out properly the terms of the contract.

8. Interpretation of Addenda

8.1 No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Jefferson County or engineer no less than seven (7) days prior to the bid opening. Each interpretation will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

9. Minority-Women Business Enterprise Participation

9.1 It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement pro-

grams. 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.

10. Non Discrimination

10.1 The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

11. Equal Employment Opportunity

11.1 Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

12. Wages and Salaries

12.1 Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

13. Section 3

13.1 Attention is called to the required Section 3 contracting and hiring objectives specified in the Contract Documents. These minimum objectives for hiring and contracting must be enforced. It is therefore the responsibility of the Bidder to inform themselves as to these requirements

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

1.1 Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number and Bid Name: 15-016/JW, McFaddin National Wildlife Refuge Dune Restoration,** and marked **"SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Multiple Vendor Award

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

3. Delivery

3.1 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.

4. Payment

4.1 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.

4.2 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).

5. Payments to Contractor

5.1 Partial Payments

5.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Jefferson County Auditor, Patrick Swain, for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices.

Copies of all invoices shall be available for inspection of the Jefferson County Engineer.

5.2.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

5.2 Final Payment

5.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

5.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

5.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

5.3 Payments Subject to Submission of Certificates. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

5.4 Withholding Payments. The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

6. Usage Reports

6.1 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.

7. Insurance

7.1 The contractor (including any and all subcontractors as defined in Section 8.1.3 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.

7.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

7.3 Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00

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 attached)

8. Workers' Compensation Insurance

8.1 Definitions:

8.1.1 **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.

8.1.2 **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.

8.1.3 **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.

8.2 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.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

8.4 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.

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

8.5.1 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

8.5.2 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.

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

8.7 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.

8.8 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.

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

8.9.1 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.

8.9.2 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.

8.9.3 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.

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

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

8.9.4.2 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.

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

8.9.6 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

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 8.1. – 8.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 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.

8.11 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.

COUNTY OF JEFFERSON
STANDARD FORM OF AGREEMENT
FOR OWNER-CONTRACTOR PROJECTS

STATE of TEXAS }

JEFFERSON COUNTY }

THIS AGREEMENT, made and entered into this ____ day of _____, A.D. 2015, by and between (Grant Recipient) of the COUNTY of _____ in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and (Construction Firm) of the City of _____ County of _____ in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follow: and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by LJA Engineering, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 240 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 260 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

_____	_____
Party of the First Part (OWNER)	Party of the Second Part (CONTRACTOR)
By: _____	By: _____
ATTEST: _____	ATTEST: _____

GENERAL CONTRACT CONDITIONS FOR CONSTRUCTION

1. Contract and Contract Documents

1.1 The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.

1.2 The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. Definitions

2.1 Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

2.1.1 The term "Contract" means the Contract executed between the Jefferson County hereinafter called the Owner and (Name of Construction Co.), hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.

2.1.2 The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

2.1.3 The term "Engineer" means LJA Engineering, Inc., Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.

2.1.4 The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision by Contractor

3.1 Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

3.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

4.1 The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

4.2 No proposed subcontractor shall be disapproved by the city/county except for cause.

4.3 The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

4.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract, including Section 3 requirements.

4.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

5.1 The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

6.1 Partial Payments

6.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

6.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

6.2 Final Payment

6.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

6.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any

work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

6.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

6.3 Payments Subject to Submission of Certificates

6.3. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

6.4 Withholding Payments

6.4.1 The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

7.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

7.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

7.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

7.4 Each change order shall include in its final form:

7.4.1 A detailed description of the change in the work.

7.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

7.4.3 A definite statement as to the resulting change in the contract price and/or time.

7.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

7.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

8.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

8.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

8.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

8.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

9.1 Right of the Owner to Terminate Contract.

9.2 In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9.3 Liquidated Damages for Delays.

9.3.1 If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

9.4 Excusable Delays.

9.4.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

9.4.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

9.4.3 Any acts of the Owner;

9.4.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

9.4.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

10.1 The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Disputes

11.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Con-

tractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

11.2 The Contractor shall submit in detail his claim and his proof thereof.

11.3 If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

12. Technical Specifications and Drawings

12.1 Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

13. Shop Drawings

13.1 All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

13.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

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

14. Requests for Supplementary Information

14.1 It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which

each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

15. Materials and Workmanship

15.1 Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

15.2 The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

15.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

15.4 Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

15.5 The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16. Samples, Certificates and Tests

16.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

16.2 Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

16.3 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

16.4 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

16.4.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

16.4.2 The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

16.4.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

16.4.4 The Owner will pay all other expenses.

17. Permits and Codes

17.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

17.2 Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

17.3 The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

17.4 The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

17.5 The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

17.6 During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18. Care of Work

18.1 The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

18.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

18.3 In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

18.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

18.5 The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

19. Accident Prevention

19.1 No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

19.2 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

19.3 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

19.4 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or

alleged to have been suffered by any person as a result of any work conducted under this contract.

19.5 The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

19.6 The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20. Sanitary Facilities

20.1 The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

21. Use of Premises

21.1 The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

21.2 The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

22. Removal of Debris, Cleaning, Etc.

22.1 The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

23. Inspection

23.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same

against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

23.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

23.3 The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

23.4 Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

23.5 Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

23.6 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24. Review by Owner

24.1 The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

25. Final Inspection

25.1 When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

26. Deduction for Uncorrected Work

26.1 If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

27. Insurance

27.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

27.1.1 Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

27.1.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: Contractor's Public Liability insurance and Vehicle Liability Insurance shall be in an amount not less than $500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than $200,000.

The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph.

The Contractor shall name the OWNER, Texas and the Engineer as additional Insured on all insurance policies. The Contractor and any subcontractors shall provide Certificates of Insurance evidencing said coverage. Said insurance certificates shall be presented to the OWNER for approval prior to the start of work on the project.

27.1.3 Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

28. Warranty of Title

28.1 No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale,

lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

29. Warranty of Workmanship and Materials

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

30. Compliance with Air and Water Acts

30.1 In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

30.1.1 Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

30.1.2 He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

30.1.3 Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

30.2 If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31. Equal Employment Opportunity

31.1 The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, 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, gender, or national origin. Such action shall include, but not be lim-

ited to the following: employment, promotion, 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 by the owner.

31.2 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, or national origin.

31.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

31.4 The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

31.5 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

31.6 The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

31.7 The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

31.8 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

31.9 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32. Affirmative Action for Workers with Disabilities

32.1 The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

33. Section 109 of the Housing and Community Development Act of 1974

33.1 No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

34. The Provision of Local Training, Employment, and Business Opportunities

34.1 Opportunities for training and employment must be given lower income residents of the project area and contracts for work in connection with the project be awarded

to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The minimum requirements for compliance with Section 3 are:

34.1.1 Thirty percent (30%) of total number of new hires as Section 3 Residents (i.e. 1 out of 3 new hires);

34.1.2 Ten percent (10%) of all awarded construction contracts to Section 3 Business Concerns

34.2 The Contractor will include the Section 3 clause in every subcontract for work in connection with the project.

34.3 The Contractor will be responsible for insuring that all Section 3 hiring and contracting objectives are met as applicable.

34.4 The Contractor will be responsible for the compliance of all Section 3 covered subcontractors regardless of tier.

34.5 Verification of efforts to comply and any impediments thereto must be accurately documented by the responsible contractor.

34.6 All contracts of $100,000.00 or more are subject to Section 3. All contractors must be made aware, and must agree to these requirements. The only exceptions that will be considered are:

34.6.1 Contractor does not intend to perform any project specific hiring;

34.6.2 Contractor does not intend to subcontract any project specific work;

34.6.3 Local subcontractors, those located within the County in which the project is based, decline the work;

34.6.4 No qualified subcontractors are located within the County

35. Non Segregated Facilities

35.1 The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

36. Job Offices

36.1 The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

36.2 Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

37. Partial Use of Site Improvements

37.1 The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

37.1.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

37.1.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

37.1.3 The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38. Contract Documents and Drawings

38.1 The Local Public Agency will furnish the Contractor without charge 2 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

39. Contract Period

39.1 The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within **WORKING** days thereafter.

40. Liquidated Damages

40.1 Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($500) as fixed, agreed and liquidated damages for each **WORKING** day of delay from the above stipulated time for completion.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing
And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

BIDDER CONTACT INFORMATION

15-016/JW, McFaddin National Wildlife Refuge Dune Restoration

APOLLO Environmental Strategies, Inc.
Company Name

Point of contact for this offer:

P.O. Box 12114
Address

Andy Elms
Name (Printed)

Beaumont TX 77726
City State Zip

409-833-3330 409-833-8363
Phone Fax

Signature of Point of Contact

taelms@apolloenvironmental.com
E-mail

V. P.
Title

Bid bond return address:

SAME

INSERT PDF: 7. LOCAL OPPORTUNITY PLAN TABLES A B DRS ROUND 2.2

LOCAL OPPORTUNITY PLAN
SECTION 3 PLAN FORMAT
CONTRACTOR or SUBCONTRACTOR
(if either contract exceeds $100,000.00)

Apollo Environmental Strategies Inc. agrees to implement the following
(NAME OF CONTRACTOR)
specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of Jefferson.

A. To ascertain from the locality's DRS program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the City/County the necessary number of lower income residents through: local advertising media, signs placed a the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.

E. * To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.

G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as the Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Plan.

J. To list on **Table A** information related to subcontracts to be awarded.

K. To list on **Table B** all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

L. For employment, 30 percent of all "new hires", at all levels, in conjunction with the DRS project must be to Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from housing rehabilitation and other public construction awarded through this grant must be awarded to Section 3 Business Concerns.

For L. and M. above, if these requirements cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet these performance objectives. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of APOLLO Environmental Strategies, we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

We appoint ANDY ELMS as the EEO Officer.

Andy Elms
Signature

V.P. 6-29-15
Title Date

Tim Elms
Signature

V.P. 6-29-15
Title Date

* Loans, grants, contracts, and subsidies for less than $100.000.00 will be exempt.

TABLE A

PROPOSED SUBCONTRACT BREAKDOWN

CONTRACT NUMBER: 15-016/JW

PROJECT NAME: McFaddin NWR Dune Restoration

CONSTRUCTION CONTRACTOR: Apollo Environmental Strategies Inc

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*
No Subcontracts on this project	—	—	—	—

*The Project Area is coextensive with the County of Jefferson's boundaries.

Andy Slaw, V.P.

EEO Officer's Signature

6-29-15

Date

TABLE B

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors	2	2	0	0
Professionals	1	1	0	0
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical	1	1	0	0
Service Workers				
Others				

SPECIFY TRADE CLASSIFICATION: TRACKHOE Equipment Operators

Journeymen	8	8	0	0
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: Common Labor

Journeymen	2	2	0	0
Apprentices				
Maximum No. Trainees				
Others				

SPECIFY TRADE CLASSIFICATION: Loader Operator

Journeymen	1	1	0	0
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the City/County of Jefferson whose family income does not exceed 80% of the median income in the State.

Andy [illegible] V.P.
(EEO Officer's Signature)

APOLLO Environmental Strategies
(COMPANY NAME)

USE ADDITIONAL PAGES IF NECESSARY

Statement Of Bidder's Qualifications

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

Name of Bidder: APOLLO Environmental strategies Date Organized: 1992

Address: 6000 Highland Avenue Beaumont Date Incorporated 1992

Number of Years in contracting business under present name 13 years:

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
McFaddin NWR Phase I	$3,200,000	July 2015
Port of Corpus Christi Habitat Mitigation	$1,400,000	Nov. 2015

Type of work performed by your company: Coastal Construction

Have you ever failed to complete any work awarded to you? No
Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
TGLO Surfside Beach: Revetment	$2,000,000	May 2015
Corp of Engineers Aransas NWR Revetment	$3,400,000	Dec. 2013
Terrebonne Levee & Conservation Reach F Marsh Construction	$6,100,000	May 2015

Major equipment available for **this** contract: 6-8 long reach track excavators

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $ 1.5m Bank reference: Tim Gaddis Post Oak Bank Beaumont TX

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

Executed this 26 day of June, 2015.

By:(signature) Andy Elms Title: V.P.

(print name) Andy Elms

TIMOTHY J. ELMS
Vice President
Resume of Qualifications

APOLLO® Environmental Strategies, Inc. **October 2001 - Present**

Project Coordinator/Project Manager
Mr. Elms has been involved in many types and different aspects of environmental, marine, and wetland construction and remediation projects. His extensive experience in project management includes environmental/ecological remediation; wetland restoration, construction and mitigation; marsh restoration, construction, and mitigation; beach re-nourishment, levee and dune construction, geotextile tube installation, soil excavation and material transport and handling in marsh and wetland areas, soil stabilization, environmental assessment, environmental remediation, development of innovative environmental equipment and remediation methods. He has managed and supervised scientists, engineers, project managers, and environmental personnel in various phases of environmental consulting, engineering, and field investigation, remediation, and construction services.

Shamrock Island Breakwater – Corpus Christi, Texas
Mr. Elms was the Project Coordinator for the installation of over 3,000 linear feet of breakwater around Shamrock Island. The project involved alignment of various sections of breakwater within shallow water areas and multiple active and inactive utility pipelines. Construction activities included installation of geotextile materials, loading of riprap materials on shallow draft deck barges, construction of rock breakwaters to +2.5 ft elevation (NAVD '88) and site surveying. Mr. Elms was responsible for coordination of riprap delivery, quality control inspections, daily reporting and health and safety management.

Oyster Cultch Deployment – Galveston Bay, Galveston, Texas
Mr. Elms was the Project Coordinator for the deployment of over 70,000 cubic yards of oyster cultch material over 174 acres of reef area. The project involved placing approved oyster cultch materials within 6 separate reef locations. Construction activities included loading of oyster cultch materials on shallow draft deck barges and deployment of materials in a 3 to 4 inch layer within designated reef locations in accordance with TPWD specifications. Mr. Elms was responsible for coordination of oyster cultch material delivery, daily reporting and interaction with TPWD representatives, quality control inspections and health and safety management.

Galveston Seawall Emergency Beach Nourishment – Galveston, Texas
Mr. Elms was the Project Coordinator for beach renourishment activities along the Galveston seawall required after Hurricane Ike. The project involved construction of a 30 acre Dredge Material Placement Area (DMPA) along east Galveston Island and hydraulic dredging of approximately 450,000 cubic yards of beach quality sand. In addition, sand was hauled from the DMPA to various areas along the seawall to renourish approximately 3.5 miles of beach. Mr. Elms was responsible for overseeing construction of the DMPA, hydraulic dredging operations and beach nourishment activities.

ENTACT, INC. September 1991 – October 2001
Co-Founder, Vice President, Shareholder
ENTACT Partners, LLC
Managing Partner

Responsibilities included business development, operations management and strategic planning for environmental consulting and remediation business resulting in over $ 150 million in revenue over the last five years. Developed marketing strategies, pricing models and internal cost tracking systems for various customers and remediation projects.

Project management experience includes a broad range of environmental areas concerning RCRA and CERCLA issues encompassing project design tasks, coordination of field remediation activities, quality assurance/quality control sampling, field production oversite, customer/regulatory relations, and maintaining health and safety objectives. Developed state and federal regulatory documentation for RCRA closures, NPL remedial actions and CERCLA emergency removal actions including work plans, quality assurance project plans, and project health and safety plans. These projects encompassed various tasks including soil remediation activities, facility decontamination and demolition, site investigation/verification sampling, hazardous waste management and disposal, underground storage tank removal, asbestos abatement, and construction design.

CERTIFICATIONS & TRAINING

•Endangered and Threatened Turtle Species Monitoring Training
- 2015 Tasha Metz, Texas A&M University
- 2012 Texas Parks & Wildlife Department
- 2008 Catherine Yeargan US Fish & Wildlife
- 2007 Catherine Yeargan US Fish & Wildlife
- 2004 Catherine Yeargan US Fish & Wildlife

CERTIFICATIONS & TRAINING, Con't

• Certified Hazardous Materials Manager (CHMM) - Master Level, Institute of Hazardous Materials Management
• 29 CFR 1910.120 (e) Hazardous Waste Operations and Emergency Response Supervisor
• OSHA Compliance Strategies: OSHA's General Industry, 501 Course
• RCRA Fundamentals
• Advanced RCRA Topics
• RCRA Land Disposal Restrictions

PATENTS

Timothy J. Elms, U.S. Patent No. 5,588,947 – December 31, 1996; *Apparatus and Method for Treating Hazardous Waste Material*

Additional Professional Experience
ECCO, Inc. February 1985 - September 1991
Senior Project Manager/Assistant Sales Manager

Responsibilities included field supervision, project management and marketing for several environmental consulting and remediation projects. These included transportation and disposal of hazardous waste, site remediation, waste characterization sampling, asbestos abatement, underground storage tank closures, RCRA closures, coordination with state regulatory agencies, building decontamination and demolition and 24-hour emergency response activities.

EDUCATION

Bachelor of Science - Business Management, University of Texas - Arlington

RESUME OF
GERARDO JACQUEZ
APOLLO® Environmental Strategies, Inc.

PROFESSIONAL EXPERIENCE

APOLLO® Environmental Strategies, Inc. March 2002 – Present

Project Superintendent / Site Health & Safety Officer
Responsibilities include implementing safety plan, project planning, budgeting and coordinating all aspects of coastal restoration and environmental remediation projects located throughout the United States. Heavily involved in project estimating, scheduling and cost tracking.

Projects Superintendent responsibilities involve construction of breakwaters, rock revetments, oyster cultch placement, excavation of contaminated soil, management and treatment of environmentally impacted materials, decontamination and demolition of industrial structures or equipment, transportation and disposal of hazardous and non-hazardous materials, customer and regulatory liaison, overall project health and safety, heavy equipment procurement and project compliance with regulatory and technical requirements. Supervising and training field crews for maximum production and efficiency while maintaining health and safety initiatives.

McFaddin National Wildlife Refuge Ridge Restoration Phase I- Jeffferson County Texas
Mr. Jacquez managed the field construction, personnel and equipment requirements for the construction of over 7.5 miles of a saltwater protection berm in the far reaches of McFaddin NWR. Mr. Jacquez coordinated the daily hour trek into the marsh while receiving over 67" of rain and maintaining project production. Site responsibilities included implementing the site safety plan, maintaining production, equipment operations, segregation of non-compliant materials, recordkeeping and daily recording.

Barge Basin Expansion – West Calcasieu, Louisiana – Superintendent
Mr. Jacquez managed the field construction activities which included mechanical excavation of a barge expansion area along the Gulf Intracoastal Waterway and expansion of an existing levee system. In addition, he installed approximately 40,000 square feet of concrete mattress along the excavated shoreline and new levee areas. Site activities included coordination of heavy equipment operators, crane operators, surveying, health and safety compliance and production tracking.

Sabine Pass LNG Wetland Construction – Cameron Parish, Louisiana
Mr. Jacquez functioned as the Site Superintendent and Site Health & Safety Officer for the project which involved excavation of over 350,000 cubic yards of former dredged materials to be used for construction of a new LNG terminal facility. Mr. Jacquez managed, implemented and enforced the site safety program during field activities at the site. Site activities included excavation and hauling of materials from the former spoil location to the new plant facility as well as construction of various ponds, canals and tributaries for wetland construction which included installation of riprap materials, sheetpiling and piplines.

Beach Nourishment Galveston, Texas
Mr. Jacquez managed all phases of this dredging and beach nourishment project. He supervised the construction and sediment management of the 22 acre Dredge Material Placement Area (DMPA). He organized the field crew, the transportation subcontractors, managed the equipment, and scheduled the field progress. Under his direction APOLLO successfully completed the 80,000 cy of beach nourishment in designated areas of the Galveston Seawall.

Industrial Landfill Construction, Robstown, Texas
Mr. Jacquez managed the construction of a 5 acre subsurface composite landfill. Mr. Jacquez was responsible for all components of the landfill construction including excavation, clay placement and compaction, double HDPE liner installation, leachate detection system construction, and leachate collection system installation. Mr. Jacquez was responsible for meeting all design specifications, construction drawing and permit requirements.

25 acre Lake Construction, Galveston, Texas
Mr. Jacquez managed all aspects of the field activities to excavate and construct a 25 acre lake in Galveston, Texas. Mr. Jacquez was responsible for meeting the project schedule, budget and for all project personnel. The project consisted of the following activities: site preparation activities, preparation of haul route and staging areas, excavation and grading of lake slopes to meet project specifications. Mr. Jacquez was responsible for interpreting design specifications and help coordinate field implementation.

Weston Solutions, Inc., East Texas
Mr. Jacquez managed all aspects of the field remediation of impacted soil from this TCEQ VCP site which had been a former foundry facility. Mr. Jacquez was responsible for meeting the project schedule, budget and for all project personnel. APOLLO® provided workplan documents, project management and field implementation including the following activities; site preparation activities including erosion controls, haul routes and staging areas, excavation and off-site disposal of class 1 non-hazardous impacted soil, grading of excavated areas for drainage purposes, construction of drainage swale for erosion control purposes, sizing of vegetative materials for on-site restoration purposes, and the closure of one on-site monitoring well.

Toups State Superfund Site, Sour Lake, Texas
Mr. Jacquez managed the field activities and functioned as the Site Health & Safety Officer in the remediation of this former wood treating facility. The project scope include in-situ investigation and verification sampling using APOLLO® drilling equipment, decontamination, decommisioning and removal of three above ground storage tanks, profiling and disposal of over 190 unidentified waste chemical drums, management, excavation and disposal of 2,300 tons of F032 waste, management, excavation and incineration of 74 tons of dioxin impacted F032 waste, backfilling, compaction and restoration of removal areas.

ENTACT, Inc. January 1996 – March 2002

Project Superintendent / Field Project Manager
Responsibilities include planning, budgeting and coordinating all aspects of remediation projects located throughout the United States. Heavily involved in project estimating, scheduling and cost tracking.

CERTIFICATIONS AND OTHER QUALIFICATIONS
OSHA 30 Hour Construction Safety Training - 29 CFR 1926
Hazardous Waste Site Operations and Emergency Response - OSHA 29 CFR 1910.120
Lead Health and Safety Training - OSHA 1926.1025
8 Hour Supervisor - OSHA 29 CFR 1910.120
American Red Cross - Adult CPR
CDL Driver's License
Bilingual Spanish & English

OVERALL DESIGN EXPERIENCE

• Served as a design and project engineer for the largest privately funded environmental remediation project in the United States.

• Designed numerous landfill impoundment cells, Minimum Technology Requirement (MTR) cells, leachate collection systems, retention basins, cap & cover systems, and grading plans for environmental sites throughout Texas and Louisiana.

• Designed a 5, 7 and 11 acre Minimum Technology Requirement (MTR) cell for a Texas refinery.

• Preformed slope stability analysis on separation levees, and MTR cells. Designed levee reinforcement using sheet pile walls and optimal levee configurations.

• Designed and managed the field installation of 16,000 linear feet of lined conveyance channel. This design consisted of a double liner with a leachate collection system.

• Designed and provided project interface for the remediation of over 190,000 cubic yards of flue dust and contaminated soil from a copper processing facility.

• Designed, provided the regulatory and client contact, and managed the closure of two hazardous waste impoundments at a major Texas oil refinery.

• Designed and constructed clay levees and cap systems.

• Prepared Remedial Action Plans, Project Work Plans, Construction Plans and Specifications.

• Managed numerous environmental remediation projects from initial site investigation, closure report preparation, field construction and final project closure.

EDUCATION & REGISTRATION

Graduated from Texas A & M University with a Bachelor Degree in Civil Engineering and is a registered Professional Engineer in the State of Texas.

PUBLICATIONS

T. Anguiano (Moore), D. Floyd, 1997, *Stabilization/Solidification of Battery Debris & Lead Impacted Material at Schuylkill Metals, Plant City, Florida.* International Containment Technology Conference Proceedings, February 9-12, 1997, St. Petersburg, Florida, USA, pp. 561-567.

RESUME OF
ANDREW ELMS
APOLLO® Environmental Strategies, Inc.

PROFESSIONAL EXPERIENCE

APOLLO® Environmental Strategies, Inc. 9/91 to present
Beaumont, Texas

VICE PRESIDENT, SENIOR PROJECT SCIENTIST
Extensive experience in environmental consulting, project management and coastal restoration. Mr. Elms is also responsible for the implementation of the corporate health and safety policies for the company as well as overall operation manager.

His project experience includes coastal construction, dredging, marsh creation, breakwater construction, environmental remediation project management, hazardous waste characterization and management, regulatory compliance consulting, permitting, environmental site investigations, environmental assessments and audits, risk assessments, environmental and health and safety training, and development of innovative environmental equipment and remediation methods.

Mr. Elms has extensive hands-on experience managing, coordinating and completing coastal restoration and construction projects from dredging marsh mounds for Estuary Construction, hydraulic excavation of 60 acres for a wetland construction to concrete mattress armoring along the Gulf Intercostal Waterway. Mr. Elms expertise in characterization and management of hazardous and non-hazardous wastes, laboratory wastes, on-site remediation for numerous and varied manufacturers has been employed by several Fortune 500 companies. As senior scientist and technical consultant at APOLLO®, responsibilities include directing the technical staff of scientists, project managers, and field personnel, permitting, managing site investigations, remediation projects, waste management projects, and remediation technology research and development.

PREVIOUS PROFESSIONAL EXPERIENCE:

Vice President 1/84 to 9/91
Environmental Consulting Company, Inc.
(ECCO, Inc.) 1217 Ira E. Woods Ave.
Grapevine, Texas 76051

Functioned as head of all environmental field and consulting operations including engineering, consulting, field services, and regulatory and technical research and development. Managed and supervised scientists, engineers, project managers, and environmental personnel in various phases of environmental consulting, engineering, and field investigation and remediation services. Developed new markets and researched and developed new technologies, services and products in the environmental services field.

ACADEMIC BACKGROUND:
Texas A & M University, 1979, Bachelor of Science Biology
MBA Program, Dallas Baptist University

PROFESSIONAL CERTIFICATIONS AND LICENSES:
Texas Professional Geoscientist No. 10373
Certified Hazardous Materials Manager, Masters Level (CHMM) No. 1239
Registered Environmental Professional, (REP) No. 04193
Registered Environmental Property Assessor, (REPA) No. 04193
Certified Environmental Auditor, (CEA) No. 5333
Texas UST On-Site Supervisor License No. ILP001503
Texas Corrective Action Project Manager License No. CAPM00337
Louisiana Licensed Hazardous Waste Contractor, Underground Storage Tank Removal Contractor, and Water Well Drilling Contractor No. 27839
California Licensed Class A General Engineering Contractor No. 527959
California Licensed Hazardous Waste/UST Contractor No. 527959
California Licensed Asbestos Abatement Contractor No. 527959
40 Hour HAZWOPER Supervisor and Trainer
Texas Monitor Well Driller License No. 51497M
Louisiana Water Well Driller License No. 604
Arkansas Water Well Driller License No. 2738

PROJECT EXPERIENCE:
RCRA Facility Investigations (RFI).
Remedial Investigations/Feasibility Studies (RIFS).
Hazardous waste site and surface impoundment closures.
Identification, characterization, profiling, packaging, transportation, and disposal of hazardous and non-hazardous wastes and lab packs.
UST closures and LPST investigations and corrective action.
Site remediation including in situ and ex situ bioremediation, solidification, stabilization, chemical fixation and oxidation, thermal treatment and de-watering.
Site assessments and investigations for property transfer, asset construction or relocation including development of statistically valid sampling plans, groundwater contamination assessments, wetlands determination, endangered species habitat determination, etc.
Facility environmental compliance auditing.
Specialized decontamination of surfaces and equipment, e.g. heavy metals, PCB's and other toxic contaminants removal.
Develop and/or review of closure plans, SPCC plans, pollution prevention, and other spill and contingency related plans.
Permitting, licensing, and registration.
SARA Title III chemical inventory and compliance reporting.
Development of waste minimization and recycling programs.
Emergency response coordinator.
NESHAPS sampling programs and compliance reporting.
Design and implementation of de-watering and wastewater treatment projects.
Subsurface soil and groundwater sampling and analysis projects.
UST and AST cleaning, testing, upgrade, removal and demolition.
Emergency spill response.

RESUME OF
CHARLES J. WIELAND
APOLLO® Environmental Strategies, Inc.

PROFESSIONAL EXPERIENCE

APOLLO® Environmental Strategies, Inc. January 2002 - Present
Project Manager/ Site Health & Safety Officer
Responsibilities involve project management and implementation of project safety program. Chief duties entail project scheduling, planning and management of remedial activities, field crew supervision, quality assurance/quality control implementation, heavy equipment operations and logistics. Mr. Wieland is also responsible for the development, implementation and enforcement of site specific Health & Safety Programs. He is also involved in development of technical documents, work plans and field sampling plans. He interacts with state and Environmental Protection Agency (EPA) representatives for project compliance and safety issues.

Barge Basin Expansion – West Calcasieu, Louisiana – Project Health & Safety Officer
Mr. Wieland was the site specific Health & Safety Officer for the barge facility expansion project. Mr. Wieland developed a site specific Health & Safety Plans in accordance with the site conditions, project plans and specifications. Mr. Wieland also implemented and enforce the site safety program for this project. Site activities included mechanical excavation of basin material and construction for expanding an existing levee system. Hydraulic dredging was also conducted for the remaining basin expansion area. Approximately 40,000 square feet of articulated concrete mattress was also installed along the new levee slope and basin shoreline. Mr. Wieland was responsible for project reporting, site surveying, and quality control inspections.

Revetment Repairs – Surfside, Texas
Mr. Wieland was the Project Coordinator for the revetment repair project along an eroding beach area and public street. Site activities included temporary removal of existing armor stone that was displaced from hurricane activity, preparation of a newly graded subsurface area and installation of block stone aligned along approximately 3,500 linear feet of beach and residential property area. Mr. Wieland coordinated stone shipments, block and armor stone installation and site surveying activities. He also conducted daily inspections and prepared daily field reports.

Beach Nourishment, Galveston, Texas
Galveston, Texas
Project Health & Safety Officer
Mr. Wieland served as Project Health & Safety Office for the beach nourishment project. Mr. Wieland coordinated field activities with the Site Specific Health & Safety Program. Mr. Wieland was responsible for interpreting the safety program, and coordinating the field implementation, which included sand transportation and logistics. APOLLO® successfully nourished approximately 2,640 linear feet of beach using over 80,000 cubic yards of sand.

Former Thompson-Hayward Chemical Company Facility
Munday, Texas
Project Coordinator
Mr. Wieland served as Project Coordinator for the removal of impacted soil from this TNRCC VCP site which had been a former state superfund site. Mr. Wieland coordinated field activities with the regulating agency to meet the client satisfactions. Mr. Wieland was responsible for interpreting design specifications, preparing workplans, and coordinating the field implementation. APOLLO® performed the following activities; building demolition, concrete slab removal and disposal, UST removal, decontamination and demolition of four underground pits, excavation and off-site disposal of class 1 non-hazardous arsenic impacted soil, excavation of pesticide impacted soil requiring incineration, excavation and off-site disposal of 2,000 cy of non-hazardous pesticide impacted soil, segregation and management of hazardous and non-hazardous waste, backfilling, compaction and vegetation of removal areas

ENTACT, Inc. October 1994 – October 2001
Project Manager/ Site Safety Officer

Refined Metals Corporation, Memphis, Tennessee
Project Health & Safety Officer
Mr. Wieland managed all Health & Safety issues for the Refined Metal Corporation Project. In addition, Mr. Wieland was responsible for developing and implementing the health and safety function for the project in accordance with project specifics and APOLLO's corporate Injury & Illness Prevention Plan. His responsibilities included daily safety meetings, accident investigation and reporting, project specific task hazard identification and assessment, and personnel air monitoring. Project included decontamination of 16 building units, demolition of 12 building units, and stabilization of 2,200 tons of soil from a former underground storage tank area.

United Scrap Lead Superfund Site, Troy, Ohio
Administrative Project Manager
Mr. Wieland was the assistant project manager and responsible for all QA/QC tracking during the project duration. The project consisted of excavation and treatment of approximately 60,000 c.y. of battery casing debris which met performance criteria for stabilization of lead-impacted material for TCLP lead. The site was listed as a Superfund site by the USEPA. Mr. Wieland was responsible for the implementation of the Construction Quality Control Plan.

Schuylkill Metals Superfund Site, Plant City, Florida
Project Health & Safety Officer
As the Project Health & Safety Officer for the management of the field activities for the onsite stabilization/solidification of 250,000 tons of battery casings, debris and soil from a former battery breaking operation. Mr. Wieland directed and implemented all Health & Safety activities, performed personnel monitoring and site air sampling. Mr. Wieland was responsible for all site records, data validation, safety meetings and task hazard identification and assessment.

OTHER PROFESSIONAL EXPERIENCE
AMI Environmental & Engineering, Inc.
June 1990 - September 1994

Responsibilities included oversite consulting, primarily QA/QC functions, for numerous asbestos abatement projects. Supervised final reporting activities for each of the asbestos abatement projects. Project experiences include scheduling, remedial project implementation and management, site investigations, AutoCAD, remedial action work plans, and quality assurance project plans.

CERTIFICATIONS

OSHA 30 Hour Construction Safety Training - 29 CFR 1926
Hazardous Waste Site Operations and Emergency Response - OSHA 29 CFR 1910.120
Confined Space Entry - OSHA 29 CFR 1910.146
Trenching, Shoring and Excavations Competent Person - OSHA 29 CRF 1926.651
Lead Health and Safety Training - OSHA 1926.1025
8 Hour Supervisor - OSHA 29 CFR 1910.120
American Red Cross - Standard First Aid
American Red Cross - Adult CPR

EDUCATION

Mr. Wieland attended Iowa State University and studied civil engineering.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)
Apollo Environmental Strategies Inc
P.O. Box 12114
Beaumont TX 77726

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☑ Yes ☐ No

The undersigned hereby certifies that:

☑ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☑ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☑ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☑ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☑ No

Andy Elias V.P.
NAME AND TITLE OF SIGNER (Please type)

Andy Elias V.P. 6-29-15
SIGNATURE DATE

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The APOLLO Environmental Strategies does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) ANDY ELMS
APOLLO Environmental Strategies Inc.

(Address) P.O. Box 12114

Beaumont TX 77726
City State Zip

Telephone Number (409) 833 - 3330 Voice
(409) 833 - 8363 TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

Not Req'd At This Time.

U.S. Department of Housing and Urban Development
Community Development Block Grant Program
Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Called Jefferson County Purchasing

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any) 15-016/JVL
C/O	PROJECT NAME McFaddin NWR Dune Restoration

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

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

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

2. He certifies that:

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

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

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

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:
   Apollo Environmental Strategies Inc.
   P.O. Box 12114
   Beaumont TX 77726

   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF TEXAS
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date

By

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of TEXAS

County of JEFFERSON

ANDY ELLIS, being first duly sworn, deposes and says that:

(1) He is V.P. of APOLLO Environmental Strategies Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson County (Local Public Agency) or any person interested in the proposed Contract; and

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

(Signed) Andy Ellis

V.P.
Title

Subscribed and sworn to me this 29 day of June.

TINA LANELLE MOORE
Notary Public, State of Texas
My Commission Expires
November 15, 2018

By: Tina Moore
Notary Public

My commission expires 11-15-18

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Andy Elms, certify that I am the _____, V.P., Secretary of the Corporation named as Principal in the within bond; that Tim Elms, who signed the said bond on behalf of the Principal was then V.P. of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Title: V.P. : Secretary

Corporate Seal

APOLLO Environmental Strategies, Inc. CORPORATE SEAL 1992 TEXAS

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Apollo Environmental Strategies, Inc. as PRINCIPAL, and International Fidelity Insurance Company, as SURETY are held and firmly bound unto Texas General Land Office hereinafter called the "Owner", in the penal sum of Five Percent of Bid---------- Dollars, ($ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated June 30, 2015, for McFaddin Wildlife Refuge Dune Restoration 15-

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 30th day of June, 2015, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Apollo Environmental Strategies

(SEAL)

Attest: Sandy Elms

By: Tim Elms

Affix Corporate Seal

Attest: Livia Moore

By: Tim Elms

Affix Corporate Seal

Attest: Jay Taylor

By: International Fidelity Insurance Company

Countersigned

By Christopher Blaine McAnally

Christopher Blaine McAnally

* Attorney-in-Fact, State of Texas

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAY TAYLOR, BOYD JACK COWAN, JOHN W. WILKINS, CHRISTOPHER BLAINE MCANALLY

Midland, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact, or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof, or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 30th day of June 2015.

MARIA BRANCO, Assistant Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor or Company)

_____
(Address)

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

and _____
(Name of Surety Company)

_____
(Address)

Hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

Hereinafter called OWNER, in the penal sum of $ _____

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

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

_____
(Project Name)

_____

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

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

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

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

ATTEST: _____
(Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

_____
(Witness as to Principal) (Address)

_____ _____
(Address)

ATTEST: _____
(Surety)

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

_____ _____
(Address) (Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor or Company)

_____
(Address)

a _____ hereinafter called Principal, and

_____
(Name of Surety Company

_____
(Address)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Recipient)

_____
(Recipient's Address)

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

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

_____
_____
_____

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

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

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, on this the _____ day of _____.

ATTEST: _____
(Principal)

_____ By _____(s)
(Principal Secretary)

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Address)

_____

ATTEST: _____
(Surety)

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

_____ _____
(Address) (Address)

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

ATTORNEY'S REVIEW CERTIFICATION
(Recommended)

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

APOLLO Environmental Strategies, Inc

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each affiliation or business relationship:

None

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

None

7.

Andy Elery V.P. — 6-29-15

Signature of person doing business with the governmental entity — Date

GOOD FAITH EFFORT (GFE)
DETERMINATION CHECKLIST

This information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

☑ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

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

☑ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☑ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

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

☑ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Tina Moore
Printed Name of Authorized Representative

Tina Moore
Signature

Project Manager
Title

6-29-15
Date

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

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Apollo Environmental Strategies, Inc. HUB: (Yes) π No

Address: PO Box 12114 (Street) Beaumont (City) TX (State) 77726 (Zip)

Phone (with area code): 409. 833. 3330 Fax (with area code): 409. 833. 8363

Project Title & No.: McFaddin NWR Dune Restoration Phase II

Prime Contract Amount: $ 3,344,058.60

HUB Subcontractor Name: Tolunay-Wong Engineers Inc.

HUB Status (Gender & Ethnicity): AS Asian Pacific American Male

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

Address: 10710 S. Sam Houston Pkwy #100 (Street) Houston (City) TX (State) 77031 (Zip)

Phone (with area code): 713. 722. 7064 Fax (with area code): 713. 722. 0341

Proposed Subcontract Amount: $ 32,000 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: soil testing

Printed Name of Contractor Representative	Signature of Representative	Date
Andy Elms V.P.	Andy Elms V.P.	6-29-15
Printed Name of HUB	Signature of Representative	Date
Tolunay-Wong Engineers Inc.	Jinhee Collins	6-29-15

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

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

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Apollo Environmental Strategies, Inc. HUB: (Yes) No

Address: PO Box 12114 Beaumont TX 77726
Street City State Zip

Phone (with area code): 409.833.3330 Fax (with area code): 409.833.8363

Project Title & No.: McFaddin NWR Dune Restoration Phase II

Prime Contract Amount: $3,344,058.60

HUB Subcontractor Name: Coastal Surveying of TX #1861146085000/53110

HUB Status (Gender & Ethnicity): WO

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

Address: PO Box 2742 Crystal Beach TX 77650
Street City State Zip

Phone (with area code): 409.884.6400 Fax (with area code): 409.684.6112

Proposed Subcontract Amount: $28,000 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: Surveying

Andy Elms V.P.	[signature] V.P.	6-29-15
Printed Name of Contractor Representative	Signature of Representative	Date
Coastal Surveying of Texas	[signature]	6-29-15
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

DEC 24 2014

Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

December 18, 2014

Ms. Sandra Elms
Apollo Environmental Strategies, Inc.
P. O. Box 12114
Beaumont, TX 77726

RE: Notice of Receipt and Review of Annual Update Affidavit

Dear Ms. Elms:

Your company's Disadvantaged Business Enterprise (DBE) Annual Update Affidavit was received by this office. Your business continues to be certified as a DBE, effective your anniversary month, for those categories of work already approved. If you wish to make a change to your company's work categories, a written request must be sent to this office.

The DBE certification does not automatically expire. However, your business must be reviewed annually. You will be notified when the next review is due. However, it is your responsibility to ensure that the Annual Update Affidavit of No Change is submitted to our office. The form may be found on our website at www.txdot.gov. Please be sure to notify this office immediately of any changes of address, business status, phone number(s), or ownership in your firm. Your cooperation in this matter will be most appreciated.

If your firm obtains a Federally-assisted contract with agencies forming the Texas Unified Certification Program (TUCP), it must perform a Commercially Useful Function (CUF) on the contract. A firm performs a CUF when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. A firm is also responsible for negotiating price, determining quality and quantity, ordering, paying for and installing (where applicable) the materials and supplies needed to accomplish the contract. If you should have any questions concerning the TUCP, please feel free to contact me at (512) 486-5533 and refer to **VN 16114.**

Texas Unified Certification Program
TUCP

Sincerely,

Joe Sanchez
Diversity and Economic Opportunity Section
Office of Civil Rights

NOTE: The TUCP includes the City of Austin, Corpus Christi Regional Transportation Authority, City of Houston, North Central Texas Regional Certification Agency, and South Central Texas Regional Certification Agency.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

This information must be submitted with your bid.

Prime Contractor: Apollo Environmental Strategies HUB: ☑ Yes ☐ No

HUB Status (Gender & Ethnicity): WO American Woman

Address: P.O. Box 12114 Beaumont TX 77726
Street City State Zip

Phone (with area code): 409-833-3330 Fax (with area code): 409-833-8363

Project Title & No.: McFaddin NWR Dune Restoration IFB/RFP No.: 15-0160/JM

Total Contract: $ 2,900,000 Total HUB Subcontract(s): $ 60,000

Construction HUB Goals: 12.8% MBE:: 2 % 12.6% WBE: 1 %

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Coastal Surveying of Texas

HUB Status (Gender & Ethnicity): WO

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

Address: P.O. Box 2742 Crystal Beach TX 77650
Street City State Zip

Contact person: Sid Bouse Title: V. Pres.

Phone (with area code): 409-684-6400 Fax (with area code): 409-684-6112

Proposed Subcontract Amount: $ 28,000 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: Surveying

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: Tolunay-Wong Engineers Inc.

HUB Status (Gender & Ethnicity): AS Asian Pacific American Male

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

Address: 10710 S. Sam Houston Pkwy #100 Houston TX 77031
Street City State Zip

Contact person: Esperanza Shackelford Title: Linda Collier/PM 409-840-4214

Phone (with area code): 713-722-7064 Fax (with area code): 713-722-6341

Proposed Subcontract Amount: $ 32,000 Percentage of Prime Contract: 1 %

Description of Subcontract Work to be Performed: soil testing

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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 Subcontractors listed on Part I.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: Seabreeze Culvert

Address: P.O Box 6 (Street) Stowell (City) TX (State) 77661 (Zip)

Contact person: _____ Title: Sales

Phone (with area code): 409-296-4098 Fax (with area code): 409-296-4099

Proposed Subcontract Amount: $ 158,000 Percentage of Prime Contract: 5 %

Description of Subcontract Work to be Performed: culvert, fence supplier

---

Subcontractor Name: Sun Coast Resources

Address: 6405 (Street) Cavalcade Bldg 1 (City) Houston TX (State) 77026 (Zip)

Contact person: Lea Ann Barnes Title: Sales

Phone (with area code): 713-844-9600 Fax (with area code): 800-677-3835

Proposed Subcontract Amount: $ 282,000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: Fuel

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: Doggett Equipment Rental

Address: 10100 N. Loop East (Street) Houston (City) TX (State) 77029 (Zip)

Contact person: Dale Touvillion Title: Sales

Phone (with area code): 713-679-6700 Fax (with area code): 409-842-1754

Proposed Subcontract Amount: $ 260,000 Percentage of Prime Contract: 9 %

Description of Subcontract Work to be Performed: Equipment Rental

---

Subcontractor Name: Vermeer Equipment of Texas

Address: ~~3025~~ 21300 Northwest Fwy (Street) Cypress (City) TX (State) 77428 (Zip)

Contact person: Mark Title: Sales

Phone (with area code): 281-671-6000 Fax (with area code): 281-807-0621

Proposed Subcontract Amount: $ 130,000 Percentage of Prime Contract: 4 %

Description of Subcontract Work to be Performed: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: Martin Marietta Aggregates

Address: P.O. Box 5187 (Street) Beaumont (City) TX (State) 77726 (Zip)

Contact person: Zach Stiles Title: Sales

Phone (with area code): 409-835-4933 Fax (with area code): 409-654-3312

Proposed Subcontract Amount: $ 108,000 Percentage of Prime Contract: 4 %

Description of Subcontract Work to be Performed: rock & stone

---

Subcontractor Name: Nelson Equipment Rental

Address: 9400 HWY 146 (Street) Baytown (City) TX (State) 77523 (Zip)

Contact person: Itele Gibsey Title: Sales

Phone (with area code): 281-385-7200 Fax (with area code): 281-385-6238

Proposed Subcontract Amount: $ 340,000 Percentage of Prime Contract: 10 %

Description of Subcontract Work to be Performed: equipment rental

---

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): Tina Moore

Title: Project Manager/Engineer

Signature: Tina Moore

Date: 6-24-19

E-mail address: tmoore@apolloenviro.com

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

Name (print or type): Tina Moore

Title: SAME

Date:

E-mail address:

Rev. 10/14

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1: RESPONDENT AND REQUISITION INFORM

a. Respondent (Company) Name: APOLLO Environmental Strategies, Inc. State of Texas VID #: 1760359965900

Point of Contact: Tina Moore Phone #: 4098333330

E-mail Address: tmoore@apolloenviro.com Fax #: 4098338363

b. Is your company a State of Texas certified HUB? ☑ - Yes ☐ - No

c. Requisition #: 15-016/JW Bid Open Date: 06/30/2015 (mm/dd/yyyy)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b, of this SECTION and continue to Item c of this SECTION.)
☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	heavy equipment rental	0 %	0 %	28 %
2	land surveying	1 %	0 %	0 %
3	diseal fuel	0 %	0 %	10 %
4	erosion products	0 %	0 %	5 %
5	rock stone	0 %	0 %	4 %
6	soil testing	1 %	0 %	0 %
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	2 %	0 %	42 %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☑ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified** HUBs with which you have a **continuous contract*** in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**".

☐ - *Yes* (If *Yes*, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
☑ - *No* (If *No*, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 **Description:** heavy equipment rental

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b c and d thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp . HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Sierra Machinery	1742160300100	06/12/2015	☐ No ☑
SPEC Rents	1463238803000	"	☐ No ☑
Harris Trucking	1134297418200	"	☐ No ☑

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Women Contractors	06/12/2015	Yes ☑ ☐
TAMACC	"	Yes ☑ ☐

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 1 **Description:** Heavy Equipment Rental

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Nelson Equipment	☐ - Yes ☑ - No	—	$ 340,000	11 %
Doggett Equipment	☐ - Yes ☑ - No	—	$ 260,000	9 %
Vermeer	☐ - Yes ☑ - No	—	$ 130,000	4 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

No response from Hubs

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>**all**</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 **Description:** Surveying

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp . HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
Coastal Surveying of Texas	1861146085000	6/12/2015	☑	☐
ARREDONDO, ZEPEDA & BRUNZ	1432072429 00	6/12/2015	☐	☑
Alan Taniguchi & Assoc.	1741909477000	6/12/2015	☐	☑

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?	
Women Contractors	6-12-15	☑ Yes	☐
TxMACC	"	☑ Yes	☐

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 2 **Description:** Land Surveying

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Coastal Surveying of Texas	☑ - Yes ☐ - No	1861146085000	$ 28,000	1 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 3 **Description:** diseal fuel

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp . HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Champion Fuel Solutions	1272526980200	6-12-15	☐ ☑ No
Brenco	1742525331100	"	☐ ☑ No
B-K Industrial	1760166607220 0	"	☐ ☑ No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Klomen Contractors	6-12-15	☑ Yes ☐
TAMACC	"	☑ Yes ☐

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 3 Description: Diseal Fuel

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**.Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Sun Coast	☐ - Yes ☑ - No	–	$ 292,000	10%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

No response from Hub

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 4 **Description:** EROSION PRODUCTS

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp . HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
KLP Commercial	1275532067800	6-12-15	☐ ☑ No
Rio Grande Concrete	1201128535500	"	☐ ☑ No
Simba Industries	1016905986400	"	☐ ☑ No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Woman Contractors	6-12-15	☑ Yes ☐ ☑
TAMACO	6-12-15	☑ Yes ☐

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 4 **Description:** EROSION PRODUCTS

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Seabreeze Culverts	☐ - Yes ☑ - No	—	$ 138,000	5 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 5 **Description:** Rock & Stone

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp . HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
ALLIED AGGREGRATE	1436691521900	6-12-15	☐ ☑ NO
Bedrock TRANSPORTATION	1213752359200	"	☐ ☑ NO
Border Pacific Railroad	1742294514100	"	☐ ☑ NO

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
TAMACC	6-12-15	☑ YES ☐
Women Contractors	"	☑ YES ☐

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 5 **Description:** Rock & STONE

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Martin Marietta	☐ - Yes ☑ - No	—	$ 108000	4 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

No Hubs replied

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: APOLLO Environmental Strategies, Inc. Requisition #: 15-016/JW

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 6 **Description:** Soil Testing

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If ***Yes***, to continue to SECTION B-4.)

☑ - **No / Not Applicable** (If ***No*** or ***Not Applicable***, continue to SECTION B-3 and SECTION B-4.)

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d** thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp . HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Chemtex Environmental	1760221046400	6-12-15	☐ ☑ No
Eastex Environmental	7601959 22300	"	☐ ☑ No
TTI Environmental	1264076333500	"	☐ ☑ No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
TAMACC	6-12-15	☑ Yes ☐
Women Contractors	6-12-15	☑ Yes ☐

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: APOLLO ENVIRONMENTAL STRATEGIES, INC Requisition #: 15-016/JW

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 6 **Description:** Soil Lab

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
Tolunay-Wong Engineers	☑ - Yes ☐ - No	1760409302800	$ 32,000	1 %
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>written</u> justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, <u>if you (respondent) are awarded any portion of the requisition</u>, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

From: "Tina Moore" <tmoore@apolloenviro.com>
Subject: McFaddin 2 -Bid Opportunities
Sent date: 06/12/2015 10:44:03 AM
To: <bwindustrial@sbcglobal.net>, <nancy@brencomarketing.com>, <prussell@championfs.com>, <aayon@sierraelpaso.com>, <bdlmjz@aol.com>, <susieo@mailpsm.com>, <mirtagm@riograndesteel.com>, <sales@simbaindustries.com>, <KP@KLPCommercial.com>, <Lemungojerrie@aol.com>, <leslie@bedrocktransportation.com>, <SFVale@aol.com>, <joann@surveygalveston.com>, <evan@taniguchi-arch.com>, <agarza@azb-engrs.com>, <cnr@chemtexas.com>, <meeraneb@ttilabs.com>, <phickman@eastex.net>
Cc: <tmoore@apolloenviro.com>, <jarquieta@womencontractors.org>, <president@tamacc.org>

APOLLO Environmental Strategies is preparing for a bid for Jefferson County on the project ***15-016/JW McFaddin National Wildlife Refuge Dune Restoration***. We are looking for HUBS that could provide the following services:

heavy equipment rental
land surveying
diesel fuel
erosion products
rock
soil testing

If your company is interested in providing services for this project please find additional information at http://co.jefferson.tx.us/Purchasing/Bid_Notices/20150601_IFB15-016JW_LegalNotice-McFaddinNationalWildlifeRefugeDuneRestoration.pdf. Or contact me and I will provide you with additional details.

We would like to receive your bid by 2pm on June 29, 2015, please email with any questions, tmoore@apolloenviro.com.

Tina Moore, P.E.
APOLLO Environmental Strategies, Inc.
P.O. Box 12114
Beaumont, Texas 77726
409-833-3330

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Nonresident bidder" refers to a person who is not a resident.

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

☑ I certify that Apollo Environmental Strategies [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.):	76-0359965
Company Name submitting bid/proposal:	Apollo Environmental Strategies
Mailing address:	P.O. Box 12114 Beaumont TX 77726
If you are an individual, list the names and addresses of any partnership of which you are a general partner: None	

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

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

* 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.

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Andy Elms (Name), who

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

"I, Andy Elms (Name) am a duly authorized officer of/agent

for Apollo Environmental Strategies, Inc. (Name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Apollo Environmental Strategies Inc. (Name of firm).

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

Name and address of bidder: Apollo Environmental Strategies Inc.
P.O. Box 12114 Beaumont TX 77726

Fax: 409-833-8363 Telephone# 409-833-3330

by: Andy Elms (Print name) Title: V.P.

Signature: Andy Elms, V.P.

SUBSCRIBED AND SWORN to before me by the above-named Andy Elms on

this the 29 day of June, 2015.

Eric Moore Notary Public in and for the State of Texas

TINA LANELLE MOORE
Notary Public, State of Texas
My Commission Expires
November 15, 2018

Texas General Land Office **EXHIBIT F**
Community Development Block Grant (CDBG)
Disaster Recovery Program

Code of Federal Regulations
Title 24- Housing and Urban Development

Volume: 1
Date: 2003-04-01
Original Date: 2003-04-01
Title: Section 135.38- Section 3 Clause
Context: Title 24- Housing and Urban Development. Subtitle B- Relating to Housing and Urban Development. Chapter 1- Office of Assistant Secretary for Equal Opportunity, Department. Part 135 Economic Opportunities for Low-and Very Low-Income Persons. Subpart B- Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

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§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Grantee/Subrecipient: [redacted]
Include this document in all applicable bid packets.

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

Economic Opportunities for Low and Very Low-Income Persons

THE BIDDER REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:

☐ Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:
1. That is 51% or more owned by Section 3 Resident(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.

☑ Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be underteken.

EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS
(Check ALL that apply)

- ☑ By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- ☑ By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- ☑ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
- ☑ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
- ☑ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
- ☑ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
- ☑ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bondi ng, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding , financing, insurance, etc....
- ☑ Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
- ☑ By developing and using a list of eligible Section 3 Business Concerns.
- ☑ By actively supporting and undertaking joint ventures with Section 3 Businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS

- ☑ By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
- ☑ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
- ☑ By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
- ☑ By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
- ☑ By arranging interviews and conducting interviews on the job site.
- ☑ By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
- ☑ By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center

Contractor Name/Business Name: Apollo Environmental Strategies Inc.

Authorized Representative Name: Andy Elms

Signature: Andy Elms, V.P. **Date:** 6-29-15

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

Exhibit – D

EXAMPLES OF EFFORTS

[Code of Federal Regulations]
[Title 24, Volume 1]
[Revised as of April 1, 2003]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.92]
[Page 704-707]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 135--ECONOMIC OPPORTUNITIES FOR LOW- and VERY LOW-INCOME PERSONS

Table of Contents

Appendix to Part 135

I. EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS

(1) Entering into ``first source'' hiring agreements with organizations representing Section 3 residents.
(2) Sponsoring a HUD-certified ``Step-Up'' employment and training program for section 3 residents.
(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.
(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

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(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as ``force account labor'' in HUD's Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

EQUAL OPPORTUNITY GUIDELINES FOR CONSTRUCTION CONTRACTORS

1. **What are the responsibilities of the offeror or bidder to insure equal employment opportunity?**

   The offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to insure a comfortable working environment for all employees?**

   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to ORCA.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**

   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. What efforts are made to utilize minority and female contractors and suppliers?

None, however records are kept of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?

Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

MINORITY / FEMALE GOALS AND TIMETABLES

The female employment goal has not been modified since April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:	
Texarkana & Bowie Co.:	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus:	20.2
Tyler - Longview Area:	
Longview, Gregg Co. & Harrison Co.:	22.3
Tyler & Smith Co.:	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood:	22.5
Beaumont-Port Arthur Area :	
Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.:	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler:	22.6
Houston Area :	
Bryan, College Station & Brazos Co.:	23.7
Galveston, Texas City & Galveston Co.:	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton:	27.4
Austin Area :	
Austin, Hays Co. Travis Co., & Williamson Co.:	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano:	24.2
Waco, Killeen, Temple Area :	
Killeen, Temple, Bell Co. & Coryell Co.:	16.4
Waco & McLennan Co.:	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills:	18.6
Dallas / Forth Worth Area :	
Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.:	18.2
Sherman, Denison & Grayson Co.:	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt:	17.2

Wichita Falls Area:	
Wichita Falls, Clay Co. & Wichita Co.:	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young:	11.0
Abileen Area:	
Abilene, Callaghan Co., Jones Co. & Taylor Co.:	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskall, Kent, Knox, Mitchell, Nolan, Scurry, Shackleford, Stephens, Stonewall & Throckmorton:	10.9
San Angelo Area:	
San Angelo & Tom Green Co.:	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Starling, Sutton & Terrell:	20.0
San Antonio Area:	
Laredo & Webb Co.:	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.:	47.8
Non-MSA Counties of Atacosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala:	49.4
Corpus Christi Area:	
Corpus Christi, Nueces Co. & San Patricio Co.:	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleburg, Live Oak & Refugio:	44.2
Brownsville / McAllen / Harlingen Area:	
Brownsville, Harlingen, San Benito & Cameron Co.:	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.:	72.8
Non-MSA Counties of Starr & Willacy:	72.9
Odessa / Midland Area:	
Midland & Midland Co."	19.1
Odessa Ector Co.:	15.1
Non-MSA Counties of Andrews, Crane, Glassock, Howard, Loving Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
El Paso Area:	
El Paso & El Paso Co.:	57.3
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio:	49.0
Lubbock Area:	
Lubbock & Lubbock Co.:	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dockens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum:	19.5
Amarillo Area:	
Amarillo, Potter Co. & Randall Co.:	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Olchiltree, Oldham, Parmer, Roberts, Sherman, Swisher & Wheeler	11.0

INSERT PDF 8. CONTRACTOR'S LOBBYING CERTIFICATION (PRIME AND SUB)

CONTRACTOR'S CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Contract Number(s): 15-016/JW _____ Grantee/Locality: _____

The undersigned, Andy Elms, of Apollo Environmental Strategies Inc.
(Name of Signatory Party) (Name of Construction Company)

certifies to the best of his/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 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 of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is s prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to files 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.

SIGNED: Andy Elms DATE: 6-29-15

V.P.
TITLE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items (hat apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to Influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter (he year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, Slate and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, Slate and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter (he full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es).Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provides specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) Is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, Including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

APPROVED BY OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract	a. bid/offer/application	a. initial filing b. material change
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initial award c. post-award	**For Material Change Only:** year quarter date of last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:
Prime • Sub-awardee Tier *if known:*	

6. Federal Department/Agency:	7. Federal Program Name/Description:
	CFDA Number, *if applicable:*

IL Federal Action Number, *if known:*	9. Award Amount, *if known:*
	$

10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLLA, *if necessary*)

11. Amount of Payment *(check all that apply):*	13. Type of Payment *(check all that apply):*
$ actual planned	a. retainer * b. one-time fee
12. Form of Payment *(check all that apply):* a. cash b. in-kind; specify: nature value	c. commission d. contingent fee e. deferred Of. other:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, *if necessary*)

15. *Continuation Sheet(s)* **SF-LLLA attached:** Yes No

16. Information requested through this force is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered info. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi annually and will be available for public inspection. Any person who fails to file the required disclosure shall be **subject** to a **civil penalty** of **not** less that $10,000 and not more than $100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No.: Date:

Authorized for Local Reproduction

Federal Use Only:

Note

GRANTEE CONTRACT

SECTION 22. SPECIAL CONDITIONS

J. Public buildings, facilities, and centers constructed with TDRA TxCDBG-DRS assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three (3) feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TDRA TxCDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

"This project is funded by the Texas Department of Rural Affairs of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

TITLE 29 LABOR
Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under *R.S.* 161, *sec. 2, 48 Stat.* §48; *Reorg.* Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or 'work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the Di strict of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the U sited States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

{29 FR 97, Jan. 4, 1964, as amended at 33 FR **32575, Nov.** 27, **1973)**

Section 3.3 Weekly statement with respect to payment of wages.

a. As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of

such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office,

(c) The requirements of this section shall not apply to any contract of $2,000 o r less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968}

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

(a) Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor: Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent

has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(j) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not in violation of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the

work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

{36 F.R. 9770, May 28, 1971.}

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

(a) Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(b) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(c) The deduction is not otherwise prohibited by law;

(d) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(e) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

(a) Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(b) The application shall be in writing and shall be addressed to the Secretary of Labor. The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have change d in regard to the payroll deductions.

{36 F.R. 9770. May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, If any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible

under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

CERTIFICATION OF PROPOSED **SUBCONTRACTOR**
REGARDING SECTION 3 AND SEGREGATED FACILITIES

None

Name of Subcontractor

Project Name

Contract Number(s)

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract;

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000);

(c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000); and

(d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

N/A

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference In Contracting and Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient: _____ Contract Number: _____ Date: _____

CONTRACTOR INFORMATION

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit Consortium
☐ Sole Proprietorship ☐ Joint Venture

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease
☐ Copy of evidence of participation in a public assistance program
☐ Copy of receipt of public assistance
☐ Other evidence _____

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each appointed officers
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes
☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ List of owned equipment
☐ List of all contracts for the past two years
☐ Statement of ability to comply with public policy

_____ _____
Authorized Name and Signature Date

(Corporate Seal)

Attested By: _____

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

N/A

SECTION 3
RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBLITY FOR PREFERENCE

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the Subrecipient, Grantee, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section CFR 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Section 3 Resident Certification
for Worker Seeking Preference in Training
and Employment

RESIDENT COMPLETES THIS SECTION:

I, _____, am a legal resident of the _____

_____ and meet the income eligibility guidelines for a low- or very-low-income person as published on HUD'S income limits www.huduser.org/portal/datasets/il.html and documented on the reverse side of this form.

My permanent address is: _____

_____

I have attached the following documentation as evidence of my status:

- ☐ Copy of Lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of Evidence of participation in a public assistance program
- ☐ Other Evidence

_____ _____
Resident Signature Date

_____
Print Name

NA

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Housing Authority of

_____

Qualify as Section 3 Residents.
Alternatively, individuals residing in the
City of _____
or County of

Who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof that illustrates applicant is a current resident of the subject area.

HUD updates area median income (AMI) annually and income limits vary by county. To find the latest income limits visit HUD's website: www.huduser.org/portal/datasets/il.html

Eligibility Guideline

Number in Household	Very Low Income (50% AMI)	Low Income (80%)
1 Individual		
2 Individuals		
3 Individuals		
4 Individuals		
5 Individuals		
6 Individuals		
7 Individuals		
8 Individuals		

_____ _____
Signature Field Date

_____
Print Name

Exhibit L

Posting Job Vacancies at WorkInTexas.com

And Connecting Section 3 Residents with Section 3 Jobs

Posting Job Vacancies at WorkInTexas.com

Required Language for Job Title and Job Description

Grantees and Subrecipients:

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding must post their job vacancies with the state's free job matching system – WorkInTexas.com. There are two ways to do this. You can self-register an employer account and post jobs directly online or you can contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at WorkInTexas.com

Specifically, Grantees, Subrecipients and Contractors must:

- Register with WorkInTexas.com;
- Register with their Local Workforce Solutions Center and/or Work-in-Texas Website;
- Post all DR related job postings at WorkInTexas.com; and
- Include the word SEC3 in the job title and job description.

-SAMPLE-

Job Title-

SEC3 Construction Laborer

Job Description-

SEC3

Looking for a general laborer to work in housing construction. Construction experience a plus.

Included with this document is a list of tips that Grantees, Subrecipients and contractors can use in posting job vacancies provided by Texas Workforce Commission.

Tips for Employers Posting Jobs in WorkInTexas.com
Provided by Texas Workforce Commission

WorkInTexas.com is a job matching site rather than a job lead generation site. We compare required job posting qualifications and job seeker qualifications with data in WorkInTexas.com to find quality matches. We believe we're providing better customer service by making sure your jobs attract qualified candidates before providing contact information to you or the job seeker. Recruiting can be difficult and expensive and we don't want to waste anyone's time. So, ensuring your job posting is as good and complete as possible is rule #1.

Rule #1 – Take the time. Quality in means quality out, so spend the extra time up front making sure you've included as much detail as possible. The more complete your job posting, the better your matching results will be. And, a good job posting will keep you from missing out on good matches down the road.

Rule #2 – Choose occupations wisely. Job "matching" is based on behind-the-scenes computer logic, but it all boils down to the occupations you choose. The more occupations you select, the more job seekers you'll attract (match) to your job posting, and vice versa.

Rule #3 – Include pay, even if you choose to suppress it from job seeker view. It will narrow your results, and possibly increase the quality of your matches. Also, job matches are based on minimum salary, even if maximum salary is provided, so consider posting the actual salary amount you're willing to pay to ensure better job matches (matches will be restricted if the pay is too low).

Rule #4 – Using "Keywords" can help you reduce the number of job seekers matched with your job posting. Keywords are single words or phrases you can enter to clarify specific qualifications you're looking for, such as computer languages, licenses, or certifications.

Rule #5 – Use "Screening Questions." These are questions you can add to your posting that job seekers must answer before they contact you or apply. Answers do not limit anyone's ability to apply, but the information does offer you a unique opportunity to pre-screen and evaluate interested applicants.

Rule #6 – View your job posting to see what job seekers will see. This is a great self-test of the quality and completeness of your job opportunity. If it looks short on detail to you, imagine what a job seeker will think. Take the time to go back and enter more information.

Rule #7 – Use Site Help. It's our version of a "tutorial" and explains in general terms the major functions in WorkInTexas.com.

If you're looking for Veterans (only)

- All jobs entered in WorkInTexas.com are automatically made available to veterans only for the first two days.
- When posting your job, you can choose to make it available to veterans only for the lifetime of the posting by selecting "Veterans Only – Yes."
- Veteran applicants who apply for your job will be marked with an American Flag icon, indicating that they are eligible U.S. Military Veterans in good standing.

Registering and Searching For Job Vacancies at WorkInTexas.com

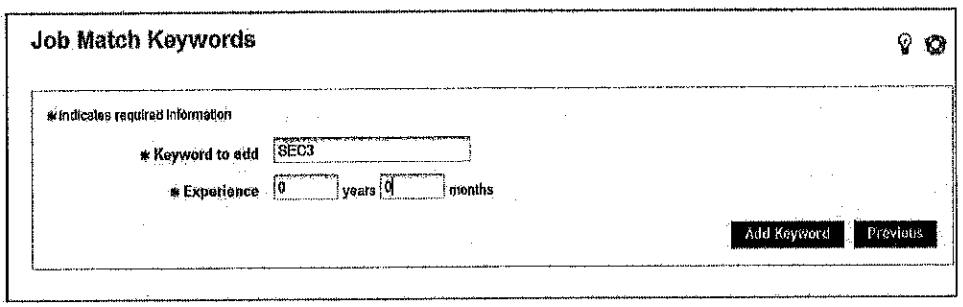
For Section 3 Residents

Dear Section 3 Resident,

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding post their job vacancies with their Local Workforce Solutions Center and/or Work-in-Texas.

To help connect you to these job opportunities you must:

- Register as a job seeker with WorkInTexas.com and/or contact the local Workforce Solutions Office for assistance with registration;
- After you complete basic registration, it is important you add a Section 3 related keyword to your profile. To do so follow these steps:
    1. Click on the My Portfolio tab, in the top navigation
    2. Click on Keywords in the Job Matching Criteria section
    3. In the Keyword to add field enter: sec3 Enter 0 for both years and months experience
    4. Click the Add Keyword button



In addition, you can search for existing Section 3 job vacancies by selecting the Browse Jobs menu on the title bar then by Text. In the Enter Text line type the word: **"SEC3"**, then hit search.

If you need help, please contact your local Workforce Solutions Center. You may search for one here: http://www.twc.state.tx.us/dirs/wdas/directory-offices-services.html?mid=0.07262226541895678

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

NEW HIRES SECTION 3
MONTHLY COMPLIANCE REPORT

Reporting Month:

Economic Opportunities for Low and Very Low-Income Persons

This form is distributed to the General Contractor (GC) at the Pre-Construction Meeting. GC is also required to provide this form to any subcontractor firms that they anticipate hiring for this project.

CONTRACTOR INFORMATION

Name of Business:

Address of Business:

Authorized Representative for this contract:

Authorized Signatory:

ADDITIONALLY, PLEASE REVIEW AND COMPLY WITH STEPS 1 - 3 BELOW:

1. You must **sign and date** this form for the each applicable reporting month in connection with awarded project and deliver to:

2. When you hire a Section 3 resident in connection with this project, you must also complete this form and submit it to the Section 3 Coordinator identified above. Even if there were no new hires this form **must be completed and submitted to the Section 3 Coordinator identified above.**

☐ I have not hired any new employees during the reporting Month specified.

I have hired ☐ Section 3 employess and/or ☐ non-Section 3 employees during the reporting month shown here.

The following is a list of the new hires and the trades:

	New Hire Name	Job Category/Trade	Full-time? Yes or No
1.			
2.			
3.			
4.			

I have taken one or more of the following recruitment steps to hire a Section 3 Resident with the highest training and employment priority ranking. **Provide a brief description of actions taken:**

I have taken steps to find a Section 3 Resident in the applicable targeted areas where the project(s)/assistance will take place. **List areas:**

☐ Placed signs or posters at prominent places in each of the above listed areas. ***Photographs were taken to document this action.***

I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. **List advertisements (name publication, e.g. Work in Texas, Houston Chronicle, and/or website(s):**

☐ Distributed employment flyers to the administrative office of the local Public Housing Authority.

☐ Provided notice of positions available to the Texas Workforce Commission for potential applicants. ***Provide copy of notice.***

☐ Contacted employment referrals or Youthbuild Program referrals. **List contacts:**

☐ Contacted with applicable parties to ensure that any HUD Youthbuild programs currently operating in the project(s) area/ assistance will take place.

☐ Kept a log of all applicants and indicate the reasons why Section 3 Residents who applied were not hired.

☐ Retained copies of any employment applications completed by public housing, Section 8 certificate or voucher holders or other Section 3 Residents.

☐ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

3. **Verification**

☐ I have attached proof of all checked items.

Authorized Name and Signature _____ Date/Time Field _____

Attested By: _____

INSERT PDF: EXHIBIT J – HUD COMPLIANT REGISTER

INSERT PDF: CERTIFICATE APPOINTING PAYROLL OFFICER

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development

Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043 61
(Expires 11/30/2010)

Name of Complaintant (Person or organization) | Home Phone

Street Address | Work Phone

City, State, Zip code

Against whom is this complaint being filed? | Business Phone

Name of organization or company

Street Address

City, State, Zip code

Name and identify others (if any) who violated the law in this case

You are (check all that apply)

- ☐ A. Low/Very low income
- ☐ B. Public housing resident
- ☐ C. A representative of A or B
- ☐ D. Section 3 business concern
- ☐ E. A representative of D

Complaint is against (check one or more boxes)

- ☐ A. Applicant
- ☐ B. Sub-Recipient
- ☐ C. Subcontractor
- ☐ D. Recipient
- ☐ E. Contractor
- ☐ F. Other (please specify) _____

Basis for non compliance with Section 3

☐ Denied Training ☐ Denied Employment ☐ Denied Contracting

What did the person you are complaining against do? (Check all that apply – provide documentation)

- ☐ A. Failed to meet numerical goals, as set out in the Section 3 regulations
- ☐ B. Failed to ensure that its contractors and subcontractors comply with Section 3
- ☐ C. Failed to notify Section 3 residents about training and/or employment opportunities
- ☐ D. Failed to notify Section 3 business concerns about contracting opportunities
- ☐ E. Failed to notify potential contractors for Section 3 covered projects of the requirements of Section 3
- ☐ F. Failed to incorporate the Section 3 clause in Section 3 solicitations or contracts
- ☐ G. Failed to train and/or employ Section 3 residents
- ☐ H. Failed to award contracts to Section 3 business concerns
- ☐ I. Contracted with a contractor found to be in violation of applicable statues and/or HUD regulations
- ☐ J. Failed to provide preference to Section 3 residents in training and or employment opportunities.
- ☐ K. Failed to provide preferences for Section 3 business concerns in contracting opportunities

When did the act(s) checked above occur? (Include the most recent date if several dates are involved):

Summarize what happened? Attach additional information if necessary

	Date:

Instructions for the Complaint Register
Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is not of a sensitive nature. The information is unique to the processing an allegation of noncompliance with the Section 3 statute or implementing regulations.

This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

What does Section 3 of the Housing and Urban Development Act of 1968 provide?

The law describes the HUD programs directly affected by Section 3, receiving Federal financial assistance from the Department, and dictates how these programs are to provide employment and other economic opportunities for low and very low income persons.

What does the law cover?

Section 3 applies to any Public and Indian Housing programs that receive: (1) developmental assistance pursuant to section 5 of the U. S. Housing Act of 1937; (2) operating assistance pursuant to section 5 of the U.S. Housing act of 1937; or (3) modernization grants pursuant to section 14 of the U.S. Housing Act of 1937, and to housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds $100,000.

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within 180 days of the last alleged occurrences of noncompliance.

Complain to the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, by filing this form by mail or in person. The information received will be used by HUD to determine jurisdiction under Section 3.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about Section 3 or in filing a complaint at the HUD Office listed below:

Assistant Secretary
HUD Fair Housing and Equal Opportunity
451 7th Street SW
Washington, DC 20410
(202)-708-3633

Privacy Act of 1974 (P.L.93-579)

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.

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

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: _____ Contract #: _____
Project Name: _____ GLO Contract #: _____

Firm _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Insert name, address, phone number & email address of person appointed as payroll officer

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Email Address: _____

_____
Identifying Signature of Appointee

_____ Title: _____
Signature of Appointing Officer:

Texas General Land Office - Disaster Recovery

Form 6-2 Wage Rate Issuance Notice

The Davis-Bacon Act requires a valid Wage Decision be included in the bid package and construction contract specifications before bids are opened and be in effect on the date of the construction contract award. Obtain the most current Davis-Bacon wage decisions at www.wdol.gov

GLO Contract #: GLO 12-544-000-6819

Grantee Name: County of Jefferson, TX

GLO-DR Contract #: DRS220219

Labor Standards Officer Name:	Wesley McPhail
Address:	P.O. Drawer 900, Jasper, TX 75951
Phone #:	(409) 384-3458

I have determined the following General Wage Decision to be applicable for this construction work:**

**Wage Decision Number: TX79 M0 Published: Jan. 2, 2015

Type of Work (check one): ☐ Heavy ☐ Highway ☐ Building ☐ Residential

Description of Bid Activity

Dune Restoration: Extend 76,770 L.F. Shore Shoreline Restoration - Jefferson Co. Coastline from western boundary of McFaddin NWR to Perkins Levee

Estimated Bid Opening Date: June 30, 2015 (11:00 a.m.)

ISSUED BY:

Name: Wesley McPhail Title: LSO

Address: P.O. Drawer 900 City: Jasper

State: TX Zip: 75951 Phone No: (409) 384-3458

****Attach wage decision to this form and retain in local files. Do not send a copy to GLO-DR****

This form effective 9/10/2012

General Decision Number: TX150079 01/02/2015 TX79

Superseded General Decision Number: TX20140079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* ELEC0479-003 09/29/2014

	Rates	Fringes
ELECTRICIAN	$ 27.40	11.66

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69

Power equipment operators:

Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	

Truck drivers:

Dump	$ 10.00

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

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

◆

JEFFERSON COUNTY IFB 15-016/JW
MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

BID FORM

PROPOSAL

Proposal of APOLLO Environmental Strategies Inc. (hereinafter called "Bidder") organized and existing under the State of Texas and doing business as a * Corporation, to Jefferson County (hereinafter called "Owner").

*Corporation, Partnership, etc.

In compliance with your Call for Bids dated June 1, 2015, 2015, Bidder hereby proposes to furnish all materials and equipment and to perform all work for Jefferson County, in strict accordance with the Contract Documents at the prices stated below.

By submission of this Bid, each Bidder certifies, and in case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been received independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before date to be specified in the NOTICE TO PROCEED and to fully complete the project within the time specified below. Bidder further agrees to pay as liquidated damages, the sum of (Five Hundred Dollars, $500.00), for each consecutive calendar day thereafter, as provided in the Contract Documents.

Bidder acknowledges receipt of the following ADDENDA:

Add'm 1 June 19, 2015
Add'm 2 June 25, 2015
Add'm 3 June 29, 2015

Bidder has carefully examined the Instructions to Bidders, General Conditions, Technical Specifications, and Construction Drawings.

Bidder has secured and enclosed the Bid Security as required.

Bidder agrees to perform all work described in the CONTRACT DOCUMENTS for the following Schedule of Quantities and Prices:

IFB 15-016/JW Schedule of Quantities And Prices

Bid Item	Description	Estimated Qty's	Units	Installed Unit Price	Total
01 35 40 – Environmental Management					
013540-1	Install silt fence	34,200	LF	2.00	68,400.—
013540-2	Remove silt fence	77,000	LF	0.50	38,500.—
31 11 00 – Clearing and Grubbing					
311100-1	Light to Medium Clearing and Grubbing	315,752	SY	0.05	15,787.60
31 23 00 – Excavation & Fill					
312300-1	Berm fill above +2 ft (NAVD) to lines and grades	34,200	LF	64.00	2,188,800.—
312300-2	Select fill to raise natural grade to +2 ft (NAVD) at berm	4,971	CY	6.00	29,826.—
312300-3	Excavate existing berm for installation of impoundment relief	3,022	CY	6.00	18,132.—
312300-4	Excavation for impoundment relief sill	1,057	CY	9.00	9,513.—
31 00 00 – Earthwork					
310000-1	Overburden Fill at Impoundment Relief	6,400	CY	5.00	32,000.—
310000-2	Post Construction Site Restoration	1	LS	1	300,000.—
TX S247 - Flexible Base					
S247-1	Flexible Base (Levee Crossings)	1,250	CY	90.00	112,500.—
TX S432 – Riprap					
S432-1	Riprap	2,010	CY	140.00	281,400.—
				Base Bid Subtotal:	3,094,858.60
01 71 13 – Mobilization and Demobilization					
017113-1	Mob / Demob	1	LS	1	249,200.—
				Base Bid Total:	3,344,058.60

Additive Alternate 1 – Erosion and Sedimentation Control					
312500-1	Weir, HDPE Pipe, and Sediment Mat	12	EACH	4,500	54,000.—
017013-2	Mob/Demob	1	LS	5,000	5,000.—
				Subtotal:	59,000.—
				Base Bid & Alt 1 Grand Total:	3,403,058.60
Additive Alternate 2 – Erosion and Sedimentation Control					
312500-2	Sand Fence	61,160	LF	6.00	366,960.—
017013-3	Mob/Demob	1	LS	34,000.—	34,000.—
				Subtotal:	400,960.—
				Base Bid & Alt 2 Grand Total:	3,745,018.60
Additive Alternate 3 – Erosion and Sedimentation Control					
312500-3	6' Timber Bollards and Galvanized Cable	400	EACH	150.—	60,000.—
017013-4	Tube Gate	4	EACH	550.—	2,200.—
312500-3	Mob/Demob	1	LS	6,000.—	6,000.—
				Subtotal	68,200.—
				Base Bid & Alt 3 Grand Total:	3,412,258.60

Notes:

1. Mobilization/Demobilization for the Base Bid is up to a maximum of 10% of Base Bid Subtotal. Mobilization/ Demobilization for the Additive Alternatives is up to a maximum of 10% of each Subtotal.
2. Quantities are estimated based on data shown on the Drawings.
3. QUANTITIES SHOWN ARE TO BE USED FOR EVALUATING THIS PROPOSAL ONLY. Payment will be made in accordance with the payment section as described in a particular bid item's specification reference section.
4. The Owner reserves the right to increase or decrease the unit priced quantities by up to 25 percent at the stated unit price.
5. Bidder understands and agrees that all work must be completed within the time specified within SECTION 01 31 00 PROJECT SCHEDULE. Bidder understands that failure to complete work within that time period will subject him to LIQUIDATED DAMAGES.
6. Bidder shall submit with its bid a list of all sources and subcontractors proposed for the Work.
7. The prices mentioned herein shall be full compensation for furnishing all materials, equipment, labor, and all other expenses necessary to perform work in accordance with these drawings, specifications and contract documents.

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

SOURCES AND SUBCONTRACTORS

SOURCE: _____

Company Name: Martin Marietta - STONE
Point of Contact: Zach Stiles
Email Address: candice.clarkz@martinmarietta.com
Phone Number: 409-835-4933

Company Name: Seabreeze Culvert - Culvert + fence + mat + weir, etc.
Point of Contact: Ed
Email Address: ed@seabreeze-culvert.com
Phone Number: 409-296-4098

Company Name: Sun Coast Fuel diesel fuel
Point of Contact: Leann Barnes
Email Address:
Phone Number: 713-844-9689

SUBCONTRACTORS
(Complete additional pages as necessary)

Company Name: Coastal Surveying of Texas
Point of Contact: Sid Bouse
Email Address: joann@surveygalveston.com
Phone Number: 409-684-6400
Subcontracting Opportunity, Scope of Work:
Surveying

Company Name: Tolunay-Wong Engineers, Inc
Point of Contact: Linda Collier
Email Address: lcollier@twe-inc.com
Phone Number: 409-840-4214
Subcontracting Opportunity, Scope of Work:
soil testing

SUBMITTED BY:

Company Bidding: APOLLO Environmental Strategies Inc.

Name of Bidder: Same

Address of Bidder: P.O. Box 12114

Beaumont TX 77726

Dated at: 10:29 a.m. this 29 day of June, 2015.

Signature of Authorized Agent: [signature]

Title: V.P.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 15-016/JW

IFB Title: McFaddin National Wildlife Refuge Dune Restoration

IFB Due: **11:00 am CDT, Tuesday, June 30, 2015**

Addendum No.: 1

Issued (Date): June 19, 2015

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarification Documents (Attached)

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

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

ATTEST:

Zina Moore
Witness

Tim Ehrs
Witness

Approved by ____ Date: 6-29-15

Authorized Signature (Bidder)

V.P.
Title of Person Signing Above

APOLLO Environmental Strategies Inc.
Typed Name of Business or Individual

P.O. Box 12114 Beaumont TX 77726
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 15-016/JW

IFB Title: McFaddin National Wildlife Refuge Dune Restoration

IFB Due: **11:00 am CDT, Tuesday, June 30, 2015**

Addendum No.: 2

Issued (Date): June 25, 2015

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications (Questions & Answers)

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

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

ATTEST:

Lisa Moz
Witness

Tim Elms
Witness

Approved by ____ Date: 6-29-15

Authorized Signature (Bidder)

V.P.
Title of Person Signing Above

Apollo Environmental Strategies Inc
Typed Name of Business or Individual

P.O. Box 12114 Beaumont TX 77726
Address

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 15-016/JW

IFB Title: McFaddin National Wildlife Refuge Dune Restoration

IFB Due: **11:00 am CDT, Tuesday, June 30, 2015**

Addendum No.: 3

Issued (Date): June 25, 2015

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Technical Specifications

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: 6-29-15

Authorized Signature (Bidder)

V.P.
Title of Person Signing Above

Apollo Environmental Strategies Inc.
Typed Name of Business or Individual

P.O. Box 12114 Beaumont TX 77726
Address

From:

APOLLO Environmental Strategies
P.O. Box 12114
Beaumont, Texas 77726
409-833-3330

Bid Documents:

Bid for: IFB No.
15-016/JW
McFaddin National Wildlife Refuge
Dune Restoration

SEALED BID
Bid Opening
June 30, 2015
11:00 a.m.

Jefferson County Purchasing Department
1001 Pearl Street, 3rd Floor
Beaumont TX 77701

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 15-016/JW

IFB Title: McFaddin National Wildlife Refuge Dune Restoration

IFB Due: **11:00 am CDT, Tuesday, June 30, 2015**

Addendum No.: 1

Issued (Date): June 19, 2015

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarification Documents (Attached)

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

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

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Bidder)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

LJA Engineering, Inc.

905 Orleans Street
Beaumont, Texas 77701

Phone 409.813.1862
Fax 409.813.1916
www.ljaengineering.com

Subject: Meeting Minutes
Project No.: IFB 15-016/JW, McFaddin NWR Dune Ridge Restoration
Meeting Location: Jefferson County Engineering Conference Room
Date/Time: Tuesday, June 16, 2015 at 10:00AM
Recorded By: S. Gonzales and V. Jones
Meeting Purpose: Mandatory Pre-Bid Meeting

Meeting Minutes:

1. **Introductions and Sign-in**
   a. See attached Attendance List for participants

2. **Description of Project and Overview of Contract Documents**
   See Agenda for Project Summary
   a. Technical questions should be addressed to the Engineer, in writing, at spate@ljaengineering.com, by Tuesday June 23, 2015. Answers, in the form of addenda, will be issued by the end of the day on Thursday, June 25, 2015.
   b. Bid questions should be addressed to Jamey West in the County Purchasing Office at jwest@co.jefferson.tx.us
   c. Contractual questions regarding wages, classifications, Section 3 requirements, etc should be addressed to Wesley McPhail, David J. Waxman, Inc. at wesley.mcphail@sbcglobal.net

3. **Bid Procedures: Overview**
   a. Bids will be received in the new courthouse (Purchasing Department 1001 Pearl Street, 3rd Floor). Please plan accordingly, keep in mind the potential for lines outside of security. The bid-opening will be held in the old courthouse (Commissioners' Courtroom 1149 Pearl Street, 4th Floor). The contract will not be awarded as a part of the bid opening.
   b. Bid Form - Additive alternatives are not to be totaled cumulatively. Each alternate grand total should include that additive alternate and the base bid.
   c. Bids must be sealed and labeled on the outside of the package with IFB number and name.
   d. Addenda will be posted on the county website, and must be included in bid – check website before sealing and submitting.
   e. Lowest bidder will automatically be contacted to check for eligibility – NOTE: This does not guarantee an award
   f. Mobilization and Demobilization cannot exceed 10% of the base bid.
   g. Contractual Information:
      i. HUB Standards – Note: TGLO requirements differ from federal requirements; be certain to include all required paperwork, good faith efforts, etc. in bid package.

LJA Engineering, Inc.

905 Orleans Street
Beaumont, Texas 77701

Phone 409.813.1862
Fax 409.813.1916
www.ljaengineering.com

ii. Winning bidder must register in SAM on the County website (see §1.20 of General Terms for instructions)
iii. Wage Decision - Updates are typically made on Friday, it has not been updated between bid notice and this meeting.
    1. Wage Decision must be displayed on the jobsite with every page visible.
iv. Overtime - Overtime pay should begin when a worker reaches a total of 40 hours, this includes all projects or work completed within the week. Overtime pay is equal to the base rate times 1.5 and fringes; fringes remain constant.
v. Compliance with Section 3 regulations are mandatory
vi. Subcontracts - If no section 3 contractors are available the contractor must show evidence that a "good faith effort" was made to find a section 3 contractor. See www.hud.gov/Section3 for details.
    1. Regarding Section 3 requirements, the term subcontractor does not apply to survey crews, or soil testing contractor, or material suppliers. (Note: HUB defines sub-contractors differently as typically all vendors)
vii. New work classifications must be approved by the D.O.L.
    1. Often takes 30 days or more
    2. Failure to comply could result in Labor Dept violations and restitutions
    3. D.O.L. typically uses an average rate for these determinations
viii. Hiring (if needed)
    1. 30% of new hires must be section 3 compliant
    2. Forms are available for both individual workers, and businesses
    3. TGLO requires all jobs be posted on State website (Work in Texas)
ix. Payroll is certified weekly; all submittals must be originals

4. Contractor Questions

a. It was noted that boring logs B21 - B32 are not included in the bid package – these will be included in Addendum #1
b. Project Schedule - The intent is to begin construction in a timely fashion following contract award and execution, possibly August; bids are valid for 90 days per bid docs.
c. Construction Sequence is typically berm footprint overburden removal to +2 ft NAVD with material from borrow areas placed in template in approximately 1-ft lifts; this allows for de-watering and berm stability
d. Payment is based on the number of linear feet constructed, in place, with surveys required; acceptance surveys are typically on a monthly basis in support of pay applications
e. Overburden material from berm template is placed on the seaward side of the completed berm; overburden from the borrow areas is placed back into those areas unless otherwise noted.
f. Permitted Construction Corridor extends 20 feet landward of the borrow areas to 20 feet seaward of the berm footprint.

5. Project Site Visits

a. Access and Easements

LJA Engineering, Inc.

905 Orleans Street
Beaumont, Texas 77701

Phone 409.813.1862
Fax 409.813.1916
www.ljaengineering.com

i. The refuge has an easement with Mr. Bill White, through coordination with the refuge manager. Otherwise access is through the footprint of the project. Access from the east is from Clam Lake Road, N to the GIWW, and then to Star Lake and the existing levees. It takes approx. 45+ minutes to access the site from HW 87 on the east side of the refuge. There is an existing road landward of the beach at the western refuge entrance; the use of this road may or may not be granted by the refuge staff. All transportation within the refuge should be approved by Refuge staff (see pre-bid conference agenda for contact info).
ii. TxDot is aware of the potential desire to use their ROW adjacent to the SH 124/87 interchange as a secured contractor staging area.

SIGN-IN SHEET

Project: MCFADDIN WILDLIFE REFUGE DUNE RESTORATION IFB 15-016/JW
MANDATORY PRE-BID CONFERENCE

Date: June 16, 2015 Time: 10:00 a.m.

NAME	COMPANY	E-MAIL	PHONE #
Ron Lane	Brystar Contracting	Ron@Brystar.com	CELL: 409-880-5725 409-842-6468
VICTORIA JONES	LJA ENGINEERING	Vjones@ljaengineering.com	409-291-5346
Stephanie Gonzales	LJA	Sgonzales@ljaengineering.com	361 577 8349
Evan Walters	LJA	ewalters@ljaengineering.com	979-329-2172
Bill Worsham	LJA	bworsham@ljaengineering.com	512 422 0998
Eric Coilchriest	Excavators & Constructors	Eric.Coilchriest@exconllc.com	409-728-4366
Ethan Langston	Excavation + Construction	Ethanllangston@att.net	409-728-4366
Zach Stiles	Martin Marietta	Zach.Stiles@martinmarietta.com	409-273-9744
Bill Kellen	" "	William.Kellen@martinmarietta.com	409 658 7791
CHIP RICHARDSON	McINNIS CONSTRUCTION	fred@mcinnisprojects.com	409 651 1693

SIGN-IN SHEET

Project: MCFADDIN WILDLIFE REFUGE DUNE RESTORATION IFB 15-016/JW
MANDATORY PRE-BID CONFERENCE

Date: June 16, 2015 Time: **10:00 a.m.**

NAME	COMPANY	E-MAIL	PHONE #
Tina Moore	APOLLO Environmental	tmoore@apolloenviro.com	409-833-3330
Andy Elms	APOLLO Environmental	taelms@apolloenvironmental.com	409-833-3330
Jamey West	Purchasing	jwest@co.jefferson.tx.us	409-835-8513
Deborah Coole	Purchasing	sylphrett@co.jefferson.tx.us	409 835 8519
Joseph Mullenax	Allco	jmullenax@allco.com	409 860 4459
Wesley McPhail	David J Waxman, Inc.	wesley.mcphail@sbcglobal.net	(409) 384 3458
FRED JACKSON	JEFF. COUNTY	fjackson@co.jefferson.tx.us	~~835~~ 835-8466
MIKE MACCAMMOND	BAYOU CONSTRUCTION	MIKE.MACCAMMOND@BAYOUCONSTRUCTION.COM	749-0129
C. Ruiz	"	Estimating@Bayouconstruction	

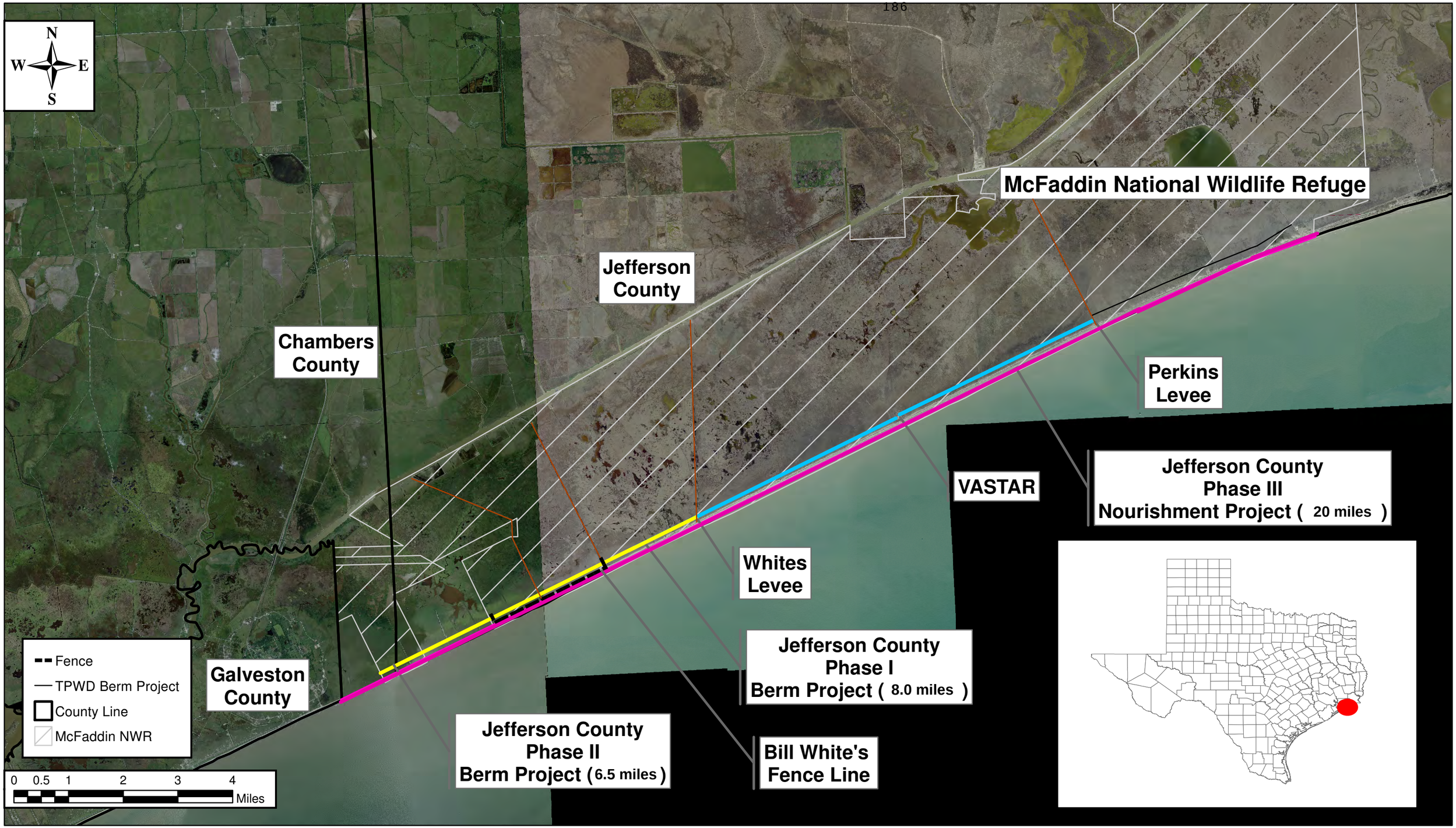

Exhibit A **McFaddin NWR Dune Restoration** **(2009 AERIAL, 2009/2010 LIDAR)**	**Jefferson County** **McFaddin NWR Dune Restoration** **McFaddin Beach, Jefferson County, Texas** Date: March 25, 2015 — LJA Project No. 395-1003	LJA Engineering, Inc. 905 Orleans Street Beaumont, TX 77701 Tel: (409) 813-1862 Fax: (409) 813-1916

Tolunay-Wong Engineers, Inc.

GEOTECHNICAL ENGINEERING STUDY
BEACH RIDGE RESTORATION PHASE II
MCFADDIN NATIONAL WILDLIFE REFUGE
JEFFERSON COUNTY, TEXAS

Prepared for:

LJA Engineering, Inc.
5316 Highway 290 West, Suite 150
Austin, Texas 78735

Prepared by:

Tolunay-Wong Engineers, Inc.
2455 West Cardinal Drive, Suite A
Beaumont, Texas 77705

April 23, 2013

Project No. 12.23.220 / Report No. 57733

Geotechnical Engineering
Environmental Consulting
Construction Materials Testing
Deep Foundations Testing

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A • Beaumont, Texas 77705 • Phone (409) 840-4214 • Fax (409) 840-4259

April 23, 2013

LJA Engineering, Inc.
5316 Highway 290 West, Suite 150
Austin, Texas 78735

Attn: Mr. Cris Weber, MS, EIT
cweber@ljaengineering.com

Ref: Geotechnical Engineering Study
Beach Ridge Restoration Phase II
McFaddin National Wildlife Refuge
Jefferson County, Texas
TWE Project No. 12.23.220 / Report No. 53844

Dear Mr. Weber,

Tolunay-Wong Engineers, Inc. (TWE) is pleased to submit this report of our geotechnical engineering study performed for the referenced project. This report contains a detailed description of the field program and laboratory services performed for this geotechnical engineering study as well as soil boring logs including tabulated laboratory test results. Also included in this report are our geotechnical design and construction recommendations for phase II of the proposed beach ridge restoration at the McFaddin National Wildlife Refuge in Jefferson County, Texas.

We appreciate the opportunity to provide our services to the project and we look forward to the opportunity of providing additional services as the project progresses. If you have any questions or comments regarding this report or if we can be of further assistance, please contact us.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.
Texas Board of Professional Engineers Firm Registration No. F-000124

Armando Gomez, Jr., E.I.T.
Staff Engineer
Beaumont, Texas

Patrick J. Kenney, P.E.
Vice President – Southeast Region
Engineering Services

STATE OF TEXAS
PATRICK J. KENNEY
87994
LICENSED
PROFESSIONAL ENGINEER
4-23-13

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1 INTRODUCTION AND PROJECT DESCRIPTION

1.1 Introduction

This report presents the results of our geotechnical engineering study performed for Phase II of the proposed beach ridge restoration at the McFaddin National Wildlife Refuge in Jefferson County, Texas. Our geotechnical engineering study was conducted in accordance with TWE Proposal No. P12-B226 (Revision I) dated January 22, 2013 and authorized by Mr. Calvin T. Ladner, P.E. of LJA Engineering on January 24, 2013.

1.2 Project Description

The project includes the second phase of construction of an overwash protection berm along the upper Texas Gulf Coast at the McFaddin National Wildlife Refuge in Jefferson County, Texas. The protection berm is intended to keep seawater from routinely entering the interior of the refuge. TWE recently performed a geotechnical engineering study for Phase I of the project (TWE Project No. 12.23.220 / Report No. 53844) in which soil borings were performed to depths of 15-ft at approximately 0.5-mile intervals along the 10-mile berm alignment.

We were requested to perform a geotechnical engineering study for Phase II of the proposed beach ridge restoration to develop the geotechnical information needed to assist the Client in the design and construction of the new berm. Our geotechnical engineering study included the determination of global stability and settlement analyses of the proposed berm.

2 PURPOSE AND SCOPE OF SERVICES

The purposes of our geotechnical engineering study were to investigate the subsurface conditions within the project alignment and to provide geotechnical design and construction recommendations for the proposed berm.

Our scope of services performed for the project consisted of:

1. Performing twelve (12) soil borings to depths of 15-ft within the proposed berm alignment to determine subsurface soil and groundwater conditions;
2. Performing geotechnical laboratory tests on recovered soil samples to evaluate the physical and engineering properties of the strata encountered;
3. Providing geotechnical design recommendations including suitability of proposed borrow materials, global stability and settlement estimates of the proposed new berm; and,
4. Providing geotechnical construction recommendations including site and subgrade preparation, excavation considerations, fill and backfill placement, compaction requirements and overall quality control testing, inspection and monitoring services for the proposed protection berm.

Our scope of services did not include any environmental assessments for the presence or absence of wetlands or of hazardous or toxic materials within or on the soil, air or water within the project alignment. Any statements in this report or on the boring logs regarding odors, colors or unusual or suspicious items or conditions are strictly for the information of the Client. A geological fault study was also beyond the scope of our services associated with our geotechnical engineering study.

3 FIELD PROGRAM

3.1 Soil Borings

We conducted an exploration of subsurface conditions within the project alignment from February 5, 2013 to February 7, 2013. A total of twelve (12) soil borings were performed to evaluate subsurface conditions within the alignment of the proposed berm. The soil boring locations are presented on Drawing No. 12.23.220-1 in Appendix B of this report. Drilling and sampling of the soil borings were performed using conventional ATV-mounted drilling equipment. Our geotechnician coordinated the field activities, logged the boreholes and obtained the bulk samples needed for our geotechnical engineering study.

3.2 Drilling Methods

Field operations were performed in general accordance with *Standard Practice for Soil Investigation and Sampling by Auger Borings* [American Society for Testing and Materials (ASTM) D 1452]. The soil borings were performed using a buggy-mounted drilling rig equipped with a rotary head. The boreholes were advanced using dry-auger and wash-rotary drilling methods. Typically, borings are dry-augered using a flight auger to advance the boreholes until groundwater is encountered or until the boreholes become unstable and collapse. At that point, borings are completed using wash-rotary drilling techniques. Samples were obtained continuously at intervals of 2-ft from existing ground surface to a depth of 12-ft and at the 13-ft to 15-ft depth interval.

3.3 Soil Sampling

Fine-grained, cohesive soil samples were recovered from the soil borings by hydraulically pushing a 3-in diameter, thin-walled Shelby tube a distance of about 24-in. The field sampling procedures were conducted in general accordance with the *Standard Practice for Thin-Walled Tube Sampling of Soils* (ASTM D 1587). Our geotechnician visually classified the recovered soils and obtained field strength measurements of the recovered soils using a calibrated pocket penetrometer. A factor of 0.67 is typically applied to the penetrometer measurement to estimate the undrained shear strength of the Gulf Coast cohesive soils. The samples were extruded in the field, wrapped in foil, placed in moisture sealed plastic bags and protected from disturbance prior to transport to the laboratory. The recovered soil sample depths and pocket penetrometer measurements are shown on the project boring logs in Appendix C.

3.4 Boring Logs

Our interpretations of general subsurface conditions at the boring locations are included on the project boring logs. The interpretations of the soil types throughout the boring depths and the locations of strata changes were based on visual classifications during field sampling and laboratory testing using *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)* [ASTM D 2487] and *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)* [ASTM D 2488]. The boring logs include the type and interval depth for each sample along with the corresponding pocket penetrometer readings for cohesive soils. The project boring logs and a key to the terms and symbols used on boring logs are presented in Appendix C.

3.5 Groundwater Measurements

Groundwater level measurements were attempted in the open boreholes during dry-auger drilling. Water level readings were attempted when groundwater was first encountered and at five (5) minute intervals over a fifteen (15) minute time period. Groundwater observations are summarized in Section 5.3 of this report entitled *"Groundwater Observations."*

4 LABORATORY SERVICES

A laboratory testing program was conducted on selected samples to assist in classification of the soils encountered within the project borings and to evaluate the physical and engineering properties of the strata encountered within the project site.

4.1 Laboratory Testing Program

Laboratory tests were performed in general accordance with ASTM International standards. The types and brief descriptions of the laboratory tests performed are presented in Table 4-1 below.

Table 4-1
Laboratory Testing Program

Test Description	Test Method
Amount of Material in Soils Finer than No. 200 Sieve	ASTM D 1140
Unconfined Compressive (UC) Strength of Cohesive Soil	ASTM D 2166
Water (Moisture) Content of Soil	ASTM D 2216
One-Dimensional Consolidation Properties of Soils using Incremental Loading	ASTM D 2435
Liquid Limit, Plastic Limit and Plasticity Index of Soils	ASTM D 4318
Consolidated-Undrained (CU) Triaxial Compression Test for Cohesive Soils	ASTM D 4767
Dry Unit Weight	--

Amount of Materials in Soils Finer than No. 200 (75-µm) Sieve (ASTM D 1140)
This test method determines the amount of materials in soils finer than the No. 200 (75-µm) sieve by washing. The loss in weight resulting from the wash treatment is presented as a percentage of the original sample and is reported as the percentage of silt and clay particles in the sample.

Unconfined Compressive (UC) Strength of Cohesive Soil (ASTM D 2166)
This test method determines the unconfined compressive (UC) strength of cohesive soil in the undisturbed or remolded condition using strain-controlled application of an axial load. This test method provides an approximate value of the strength of cohesive materials in terms of total stresses. The undrained shear strength of a cohesive soil sample is typically one-half (1/2) the unconfined compressive strength.

Water (Moisture) Content of Soil by Mass (ASTM D 2216)
This test method determines water (moisture) content by mass of soil where the reduction in mass by drying is due to loss of water. The water (moisture) content of soil, expressed as a percentage, is defined as the ratio of the mass of water to the mass of soil solids. Moisture content may provide an indication of cohesive soil shear strength and compressibility when compared to Atterberg Limits.

One-Dimensional Consolidation of Soils Using Incremental Loading (ASTM D 2435)
This test method determines the magnitude and rate of consolidation (CON) of soil when it is restrained laterally and drained axially while subject to incrementally applied controlled-stress loading. Results of consolidation testing provide important information regarding the stress-soil history and soil compressibility. During consolidation testing, the soil sample is initially set in a consolidation cell followed by a saturation period in which swelling is prevented by controlled loading. Once swelling ceases, the consolidation test is performed by adding predetermined incremental loads up to a percent strain of about 20% of the loading frame capacity. Once this capacity is met, the final load is removed to observe the final rebound. Consolidation testing includes an unload-reload cycle which reduces the effect of soil disturbance from sampling.

Liquid Limit, Plastic Limit and Plasticity Index of Soils (ASTM D 4318)
This test method determines the liquid limit, plastic limit and the plasticity index of soils. These tests, also known as Atterberg limits, are used from soil classification purposes. They also provide an indication of the volume change potential of a soil when considered in conjunction with the natural moisture content. The liquid limit and plastic limit establish boundaries of consistency for plastic soils. The plasticity index is the difference between the liquid limit and plastic limit.

Consolidated-Undrained Triaxial Compression Test on Cohesive Soils (ASTM D 4767)
This test method determines the strength and stress-strain relationships of a cylindrical specimen of either undisturbed or remolded cohesive soil. Specimens are subjected to a confining fluid pressure in a triaxial chamber. Drainage of the specimen is not permitted during the test. The specimen is sheared in compression without drainage at a constant rate of axial deformation (strain-controlled). The consolidated-undrained (CU) triaxial shear strength of cohesive soils is applicable to situations where soils that have been fully-consolidated under one (1) set of stresses are subjected to a change in stress without time for further consolidation to take place (undrained condition).

Dry Unit Weight of Soils
This test method determines the weight per unit volume of soil, excluding water. Dry unit weight is used to relate the compactness of soils to volume change and stress-strain tendencies of soils when subjected to external loadings.

Soil properties including moisture content, unit weight, Atterberg limits, grain size distribution, penetration resistance and compressive strength are presented on the project boring logs in Appendix C. Reports of CU triaxial compression test results are provided in Appendix E. One-dimensional consolidation test results are included in Appendix F.

5 SITE CONDITIONS

Our interpretations of subsurface conditions within the project alignment are based on information obtained at the soil boring locations only. This information has been used as the basis for our conclusions and recommendations included in this report. Subsurface conditions may vary at areas not explored by the soil borings. Significant variations at areas not explored will require reassessment of our recommendations.

5.1 Site Descriptions and Surface Conditions

The project site is located at the McFaddin National Wildlife Refuge in Jefferson County, Texas. Additional information regarding the project site is included in Section 1.2 and Appendix A of this report. An aerial image of the project alignment is included in Drawing No. 12.23.220-1 in Appendix B. Surface conditions within the project alignment consisted of thick pasture grasses, dense weeds, ponded water and some areas that were soft and weak. Conventional ATV-mounted drilling equipment and all-wheel drive vehicles were required to access the soil boring locations.

5.2 Subsurface Soil Stratigraphy and Properties

Soil Borings B-21 through B-28, B-30 to B-32

The subsurface profile encountered in project borings B-21 through B-28, and B-30 to B-32 consisted of alternating cohesive clay soils (CL and CH) from existing ground surface to the boring completion depths of 15-ft. A semi-cohesionless sand soil was encountered in project boring B-25 from existing ground surface to a depth of 4-ft and from a depth of 10-ft to 13-ft below ground surface. Ferrous nodules, calcareous nodules and sand pockets were also observed within the subsurface soil matrix of the project borings.

Results of Atterberg limits tests on selected samples of the cohesive clay soils recovered from project borings B-21 through B-28, and B-30 to B-32 indicate liquid limits ranging from 44 to 73 with corresponding plasticity indices ranging from 29 to 54. In-situ moisture contents of the samples ranged from 24% to 51%. The amount of material passing the No. 200 sieve ranged from 72% to 97%.

Undrained shear strengths derived from pocket penetrometer measurements ranged consistently from 0.17-tsf to 0.83-tsf. Undrained shear strengths determined from laboratory UC tests performed on selected samples ranged from 0.06-tsf to 0.51-tsf with corresponding total unit weights ranging from 106-pcf to 122-pcf. Undrained shear strengths determined from laboratory torvane tests performed on selected samples ranged from 0.15-tsf to 0.40-tsf. Based on the above undrained shear strength data, the cohesive soils encountered within project borings B-21 through B-28, B-30 to B-32 are inferred to have very soft to hard, but typically soft to firm consistencies.

Soil Boring B-29

The subsurface profile encountered in project boring B-29 consisted of a surficial layer of poorly graded sand (SP) from existing ground surface to a depth of 3-ft underlain by a fat clay with sand (CH) soil to the boring completion depth of 15-ft. Ferrous nodules, were also observed within the cohesive soil matrix encountered in the project boring.

Results of Atterberg limits tests on a selected sample of the cohesive soils recovered from the project boring indicate liquid limit of 50 with a corresponding plasticity index of 36. An in-situ moisture content of the samples was 24%. The amount of material passing the No. 200 sieve was 81%.

Undrained shear strengths derived from pocket penetrometer measurements ranged from 0.17-tsf to 0.58-tsf. Undrained shear strengths determined from laboratory UC tests performed on a selected sample was 0.64-tsf with a corresponding total unit weight of 128-pcf. Based on the above undrained shear strength data, the cohesive soils encountered within the project boring are inferred to have soft to stiff consistencies.

We recorded SPT N-values from cohesionless soil strata encountered ranging from to 7 to 8 blows per foot indicating loose relative densities of these strata. The in-situ moisture content from testing a selected sample was 9%. The amount of materials finer than the No. 200 sieve on selected cohesionless soil strata was 4%.

Soil properties including moisture content, unit weight, Atterberg limits, grain size distribution, penetration resistance and compressive strength are presented on the project boring logs in Appendix C. Reports of CU triaxial compression test results are provided in Appendix E. One-dimensional consolidation test results are included in Appendix F.

5.3 Groundwater Observations

Groundwater measurements obtained from the project borings during dry-auger drilling are presented in Table 5-1 on the following page.

Table 5-1 Groundwater Level Measurements			
Soil Boring Identification	Groundwater Level Measurements		
	Completion Depth	During Dry-Auger Drilling	Depth Observed after Fifteen (15) Minutes
B-21	15-ft	5.0-ft	2.2-ft
B-22	15-ft	3.0-ft	1.2-ft
B-23	15-ft	5.0-ft	2.6-ft
B-24	15-ft	4.0-ft	2.1-ft
B-25	15-ft	4.5-ft	2.8-ft
B-26	15-ft	4.0-ft	0.8-ft
B-27	15-ft	Free water was not encountered during dry-auger drilling	
B-28	15-ft	6.0-ft	0.3-ft
B-29	15-ft	7.0-ft	3.6-ft
B-30	15-ft	4.0-ft	0.4-ft
B-31	15-ft	3.0-ft	0.4-ft
B-32	15-ft	4.0-ft	0.8-ft

Groundwater levels may fluctuate with climatic and seasonal variations and should be verified before construction. Accurate determination of static groundwater levels throughout the project alignment could be made with standpipe piezometers. Installation of standpipe piezometers to evaluate long-term groundwater conditions within the project alignment was not included in our scope of services.

6 GEOTECHNICAL RECOMMENDATIONS

6.1 Discussion

We understand that the berm will be constructed to an elevation of El +6-ft. According to drawings provided by the Client in Appendix A, we understand natural ground elevation prior to berm construction is at approximately El +2.0-ft. Therefore, the new berm is estimated to have a height of approximately 4-ft above natural ground.

The footprint addressing the critical need area of the protection berm is about 6.0-miles in length with a 12-ft wide crest and 1(V):3(H) side slopes. We understand that a borrow area will be established landward of the proposed berm. Borrow areas will run parallel to the new berm alignment a minimum of 50-ft beyond the toe of the slope. Soils from the borrow areas will be excavated and placed as fill within the limits of the new berm alignment. Based on discussions with the Client, the fill will be placed in layers and semi-compacted.

Our geotechnical design recommendations regarding settlement and global stability of the proposed berm using semi-compacted fill obtained from the borrow area are provided in Sections 6.2 and 6.3 below, respectively.

6.2 Settlement

Settlement analysis was performed using the UniSettle computer program (Version 4) distributed by UniSoft Ltd. The program was developed by Pierre Goudreault and Bengt Fellenius and uses the Janbu Tangent Modulus approach (Janbu 1998) to calculate consolidation and elastic settlements.

In our analysis, we divided the project borings into two (2) groups because of similarities in subsurface profiles within each group. We calculated total long-term settlements at the center and edge of the proposed protection berm for berm heights of 4-ft, 5-ft and 6-ft for each group. Settlements calculated for each berm height are shown in Table 6-1 below.

Table 6-1
Results of Settlement Analysis

	Berm Height					
	4-ft		5-ft		6-ft	
	Center	Edge	Center	Edge	Center	Edge
Borings B-21 Through B-28, B-30 to B-32	0.5-in - 1.0-in	0.5-in - 1.0-in	1.0-in - 1.5-in	0.5-in - 1.0-in	1.5-in - 2.0-in	0.5-in - 1-in
Boring B-29	0.5-in - 1.0-in	0.5-in - 1.0-in	1.0-in - 1.5-in	0.5-in - 1.0-in	1.0-in - 1.5-in	0.5-in - 1-in

Based on the results of our analysis, it appears that long-term settlements for a berm height of 4.0-ft will be on the order of 1-in or less. Based on the magnitude of the estimated settlements, consideration could be given to constructing the proposed berm to at least 0.25-ft higher than design crest elevation to compensate for long-term settlement and construction tolerances. It should be noted that the computed settlement is based on compressibility parameters derived from laboratory one-dimensional consolidation test data and empirical relationships with soil classification. We expect that actual settlements could be within ±30% of the calculated values.

6.3 Global Stability

Based on the cross section provided by the Client, we understand the proposed protection berm will have a crest width of 12-ft with 1(V):3(H) side slopes. Using this information and a 4.5-ft berm height, we have performed slope stability analysis which considers that the in-situ borrow materials will be used as semi-compacted fill for new berm construction. The following sections present our global stability analysis in further detail.

6.3.1 Loading Conditions

Short-term and long-term analysis conditions were considered in our stability analysis of the proposed protection berm. The short-term case considers undrained parameters in the fine-grained, cohesive clay soils. The minimum recommended factor of safety for short-term loading conditions is 1.3. The long-term case considers conditions that will exist for a time period after construction needed for drained soil strength conditions to develop under sustained loading conditions. Analysis of long-term conditions is performed using drained soil parameters for the cohesive clay soils. The minimum recommended factor of safety for long-term loading conditions is 1.5.

6.3.2 Soil Parameters

Soil parameters used in our stability analysis were based on the information derived from the project borings and our experience with similar subsurface conditions. Undrained shear strength (short-term) values for the cohesive soils encountered were based on field and laboratory strength test results. The angle of internal friction used for cohesive soils under undrained conditions was taken as zero (also known as "$\phi = 0$ condition"). Drained shear strength (long-term) values and angles of internal friction were estimated primarily from results of CU testing performed in our laboratory and empirical correlations with plasticity indices. The soil design parameters used in our analysis are presented in Appendix G of this report.

6.3.3 Evaluation

Global stability analyses were performed to evaluate the stability of the proposed protection berm and the respective material types derived from project borings B-21 through B-32. Our stability analyses were performed using the computer program SLIDE Version 6.0 as developed by Rocscience Inc. and the Bishop limit equilibrium procedure implemented within the program. The SLIDE computer program searches for the critical slope failure plane and computes the minimum safety factor for a given slope geometry and subsurface soil and groundwater profile. The computed factor of safety is the ratio of forces resisting movement to the forces causing movement.

6.3.4 Conclusion

Analyses were performed for short-term and long-term loading conditions using the side slopes [1(V):3(H)] provided by the Client and the proposed 4.5-ft berm height. The results of our analyses are included in Table 6-2 below. Graphical plots presenting our design cross sections, soil parameters used and the resulting factors of safety are presented in Appendix H of this report.

Table 6-2
Results of Global Stability Analysis

Soil Borings	Berm Height	Analysis Condition	Soil Parameters	Recommended Factors of Safety	Calculated Factors of Safety
Borings B-21 through B-28, B-30 through B-32	5-ft	Short-Term	Undrained	1.3	5.744
		Long-Term	Drained	1.5	5.177
B-29	5-ft	Short-Term	Undrained	1.3	4.067
		Long-Term	Drained	1.2	1.954

Our global stability analysis of the proposed protection berm produced factors of safety that were greater than the recommended factors of safety for the loading conditions analyzed. Based on results of our stability analysis summarized in Table 6-2 above, it appears that 1(V):3(H) side slopes for a berm height of 4.0-ft will have adequate factor of safety for stability under short and long-term conditions.

6.4 Construction Considerations

6.4.1 Excavation

We understand that the borrow area will be established landward of the proposed berm. The borrow areas will run parallel to the new berm alignment and the soils from the borrow areas will be excavated and placed as fill within the limits of the new berm alignment.

During excavation of the borrow area, satisfactory materials for use as semi-compacted fill should be stockpiled at least 6-ft away from the excavation limits. Berm materials excavated from the borrow area should consist of naturally occurring clay materials as identified in the project borings (CL or CH). These materials should be free of vegetation, organic matter and other deleterious materials.

Excavated materials such as sand or silt soils, vegetation, organic matter and other deleterious materials that are not satisfactory for use with berm construction should be disposed of per the project specifications.

Grading should be performed as necessary to prevent surface water from entering the excavation of the borrow area. Any water accumulated within the excavation should be removed to maintain the stability of the bottom and sides of the excavation.

6.4.2 Semi-Compacted Fill

The alignment designated for new berm construction should be stripped of all surface vegetation, organic matter, debris and other deleterious materials. Once stripping is complete and prior to fill placement, the surface should be scarified to a depth of 6-in. After the foundation soils are scarified, the subgrade should be compacted in accordance with the following sections of this report. Scarification should be performed parallel to the centerline of the proposed berm at least 200-ft, but no greater than 500-ft, in advance of berm construction.

The proposed berm should be constructed to the required design section as specified by the Engineer using sufficient amounts of satisfactory materials obtained from the parallel borrow area. The fill material should be placed and spread in maximum 12-in thick layers prior to compaction.

Moisture Content

The moisture content of the borrow fill material should be controlled during construction. We recommend that moisture contents be conditioned to between 18% and 28% for lean clay (CL) soils and 20% to 37% for fat clay (CH) soils when placed within the new berm alignment. We also recommend that a minimum of one (1) moisture content test be performed for every lift of berm construction.

Compaction should not begin until moisture content tests are performed and the moisture content is within the specified ranges. Wet material should be processed by stockpiling, disking and harrowing until the moisture content is reduced sufficiently. If the borrow material is too dry, pre-wetting will be required prior to compacting.

Compaction

When the moisture content and conditions of the fill layers are satisfactory, each layer should be compacted using a crawler-type tractor with a ground pressure of 7-psi or greater. Three (3) complete passes over each layer should be performed after spreading is completed. Each pass should consist of one (1) complete coverage of the surface of a layer by the treads of the tractor. Portions of the embankment that the compacting equipment cannot reach for any reason should be compacted by an approved method to the density equal to that of the surrounding berm.

7 LIMITATIONS AND DESIGN REVIEW

7.1 Limitations

This report has been prepared for the exclusive use of LJA Engineering, Inc. and their project team for specific application to the design and construction for Phase II of the proposed overwash protection berm at the McFaddin National Wildlife Refuge in Jefferson County, Texas. Our report has been prepared in accordance with the generally accepted geotechnical engineering practice common to the local area. No other warranty, express or implied, is made.

The analyses and recommendations contained in this report are based on the data obtained from the referenced soil borings performed within the project alignment. The soil borings indicate subsurface conditions only at the specific locations, times and depths penetrated. The soil borings do not necessarily reflect strata variations that may exist at other locations within the project alignment. The validity of our recommendations is based in part on assumptions about the stratigraphy made by the Geotechnical Engineer. Such assumptions may be confirmed only during construction of the proposed berm. Our recommendations presented in this report must be reassessed if subsurface conditions during construction are different from those described in this report.

If any changes in the nature, design or location of the project are planned, the conclusions and recommendations contained in this report should not be considered valid unless the changes are reviewed and the conclusions modified or verified in writing by TWE. TWE is not responsible for any claims, damages or liability associated with interpretation or reuse of the subsurface data or engineering analyses without the expressed written authorization of TWE.

7.2 Design Review

Review of the design and construction drawings as well as the specifications should be performed by TWE before release. The review is aimed at determining if the geotechnical design and construction recommendations contained in this report have been properly interpreted. Design review is not within the authorized scope of work for this study.

7.3 Construction Monitoring

Construction surveillance is recommended and has been assumed in preparing our recommendations. These field services are required to check for changes in conditions that may result in modifications to our recommendations. The quality of the construction practices will affect performance of the p and should be monitored. TWE would be pleased to provide construction monitoring, testing and inspection services for the project.

7.4 Closing Remarks

We appreciate the opportunity to be of service during this phase of the project and we look forward to continuing our services during the construction phase and on future projects.

APPENDIX A

PROJECT INFORMATION
LJA ENGINEERING, INC.

McFaddin NWR Beach Ridge Restoration

W.L. "Bill" Worsham, P.E.

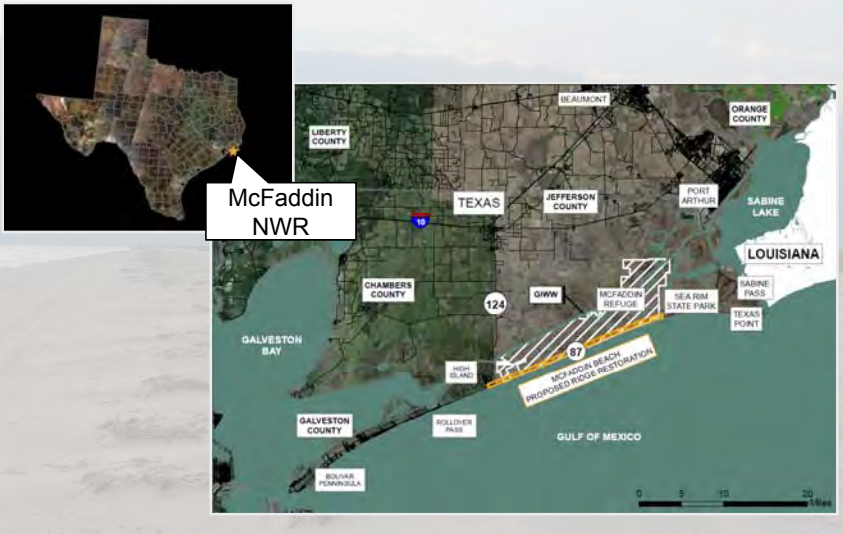
April 11, 2012

Overview

- **Vicinity**
- **Detrimental Marsh Impacts**
- **Critical Need Areas**
- **Proposed McFaddin Beach Ridge Restoration**

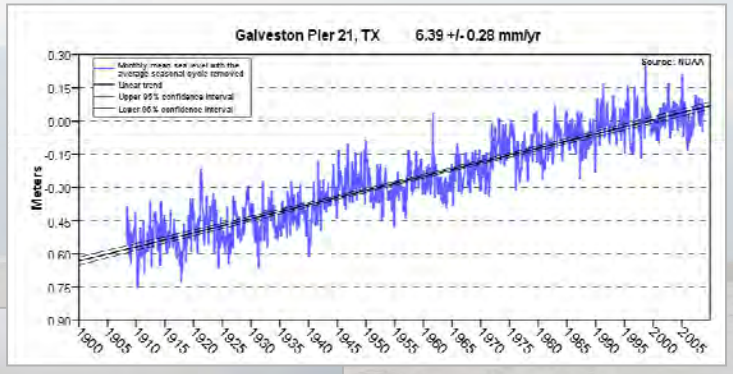
LJA Engineering, Inc.

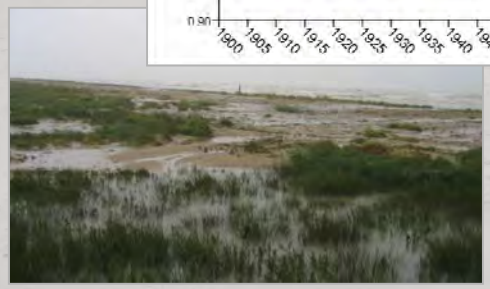
Vicinity



LJA Engineering, Inc.

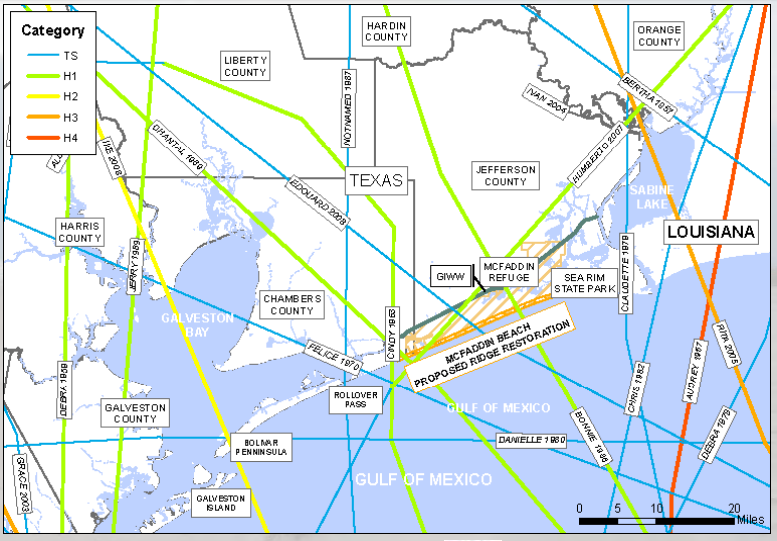
Detrimental Marsh Impacts: Sea Level Rise





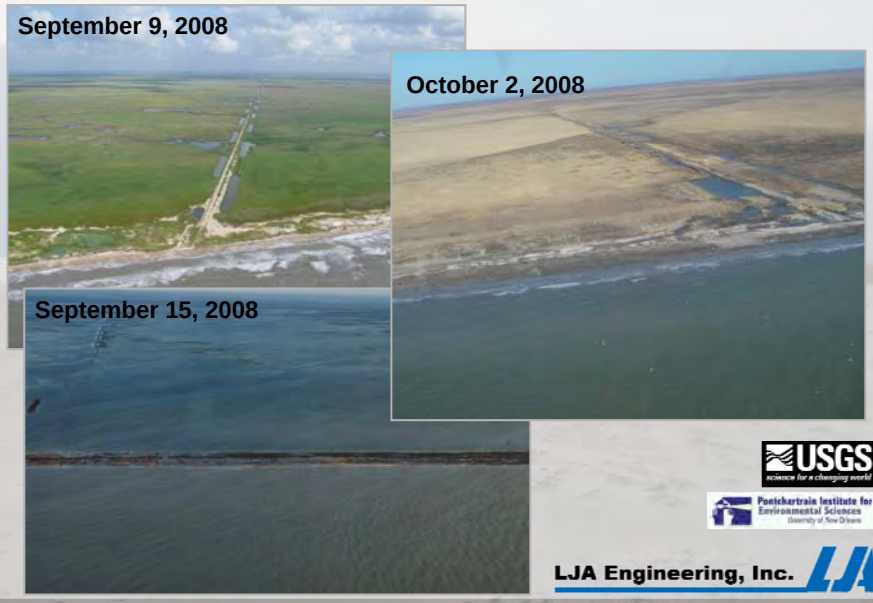
LJA Engineering, Inc.

Detrimental Marsh Impact: Storm Events



LJA Engineering, Inc.

Detrimental Marsh Impacts: Current Status



USGS science for a changing world

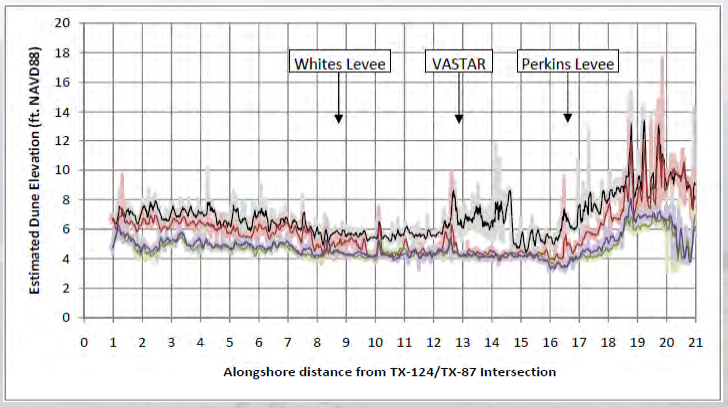
Pontchartrain Institute for Environmental Sciences University of New Orleans

LJA Engineering, Inc.

Detrimental Marsh Impacts: Current Status

LJA Engineering, Inc.

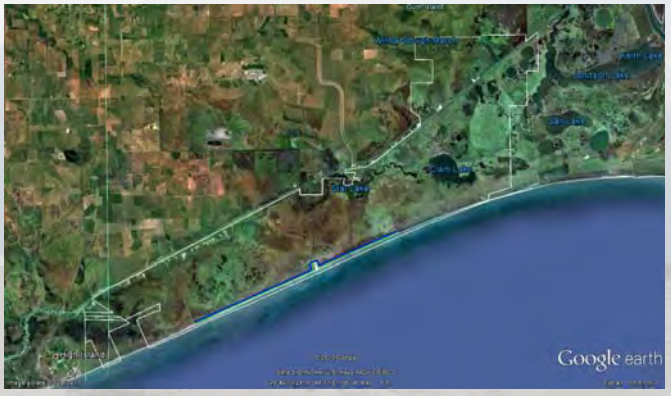
Critical Areas: Dune Elevation



Estimated dune elevation (maximum cross-shore elevation) for August 2005 (black/gray), October 2005 (red), February 2009 (green) and April 2010 (purple). Solid line represents a five point moving average, lighter color represents the actual data.

LJA Engineering, Inc.

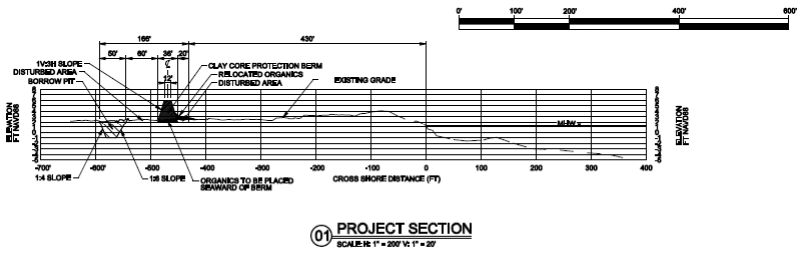
McFaddin NWR Beach Ridge Restoration: Plan



Proposed Clay Beach Ridge, Elevation +6.0' NAVD88
Positioned shoreward of existing dune ridge, >400' from MHW
Footprint: 10.4 miles total length addressing critical need area.
Maximum Construction Disturbance - 203.5 ac
Beach Ridge (Intertidal Marsh raised to Higher Marsh) - 45.5 ac
Aquatic Habitat (converted from intertidal marsh) - 58 ac

LJA Engineering, Inc.

McFaddin NWR Beach Ridge Restoration: Section

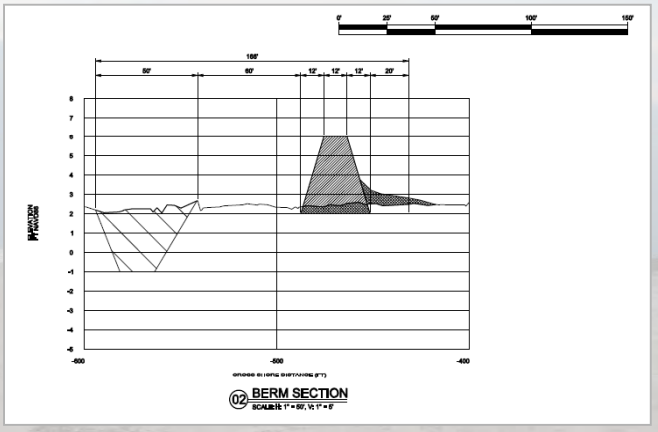


Proposed Clay Berm, Elevation +6.0' NAVD88
12' wide crest, 1:3 side slopes
Positioned shoreward of existing dune ridge, >400' from MHW

Interagency Effort:
USFWS providing funding for construction
Texas General Land Office providing management and oversight
Jefferson County providing funding for engineering (CIAP)

LJA Engineering, Inc.

McFaddin NWR Beach Ridge Restoration: Section

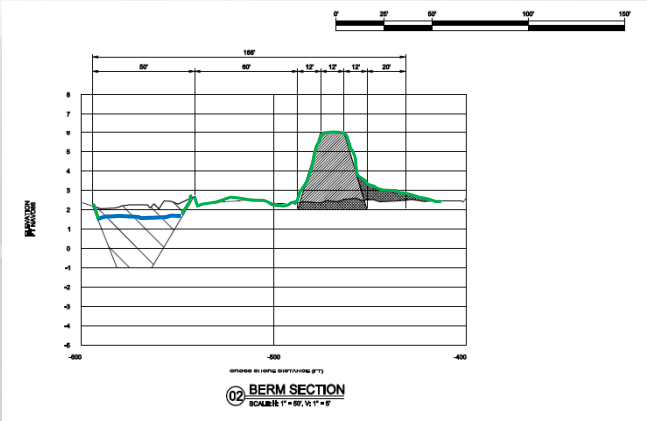


Proposed Clay Berm, Elevation 6.0' NAVD88
12' wide crest, 1:3 side slopes, 166' wide disturbed area during construction

Borrow Area located landward of proposed berm,
will be designed to enhance habitat

LJA Engineering, Inc.

McFaddin NWR Beach Ridge Restoration: After



Following construction, the beach ridge, relocated sand overburden and disturbed construction area between the borrow area and the ridge will be restored to marsh habitat.

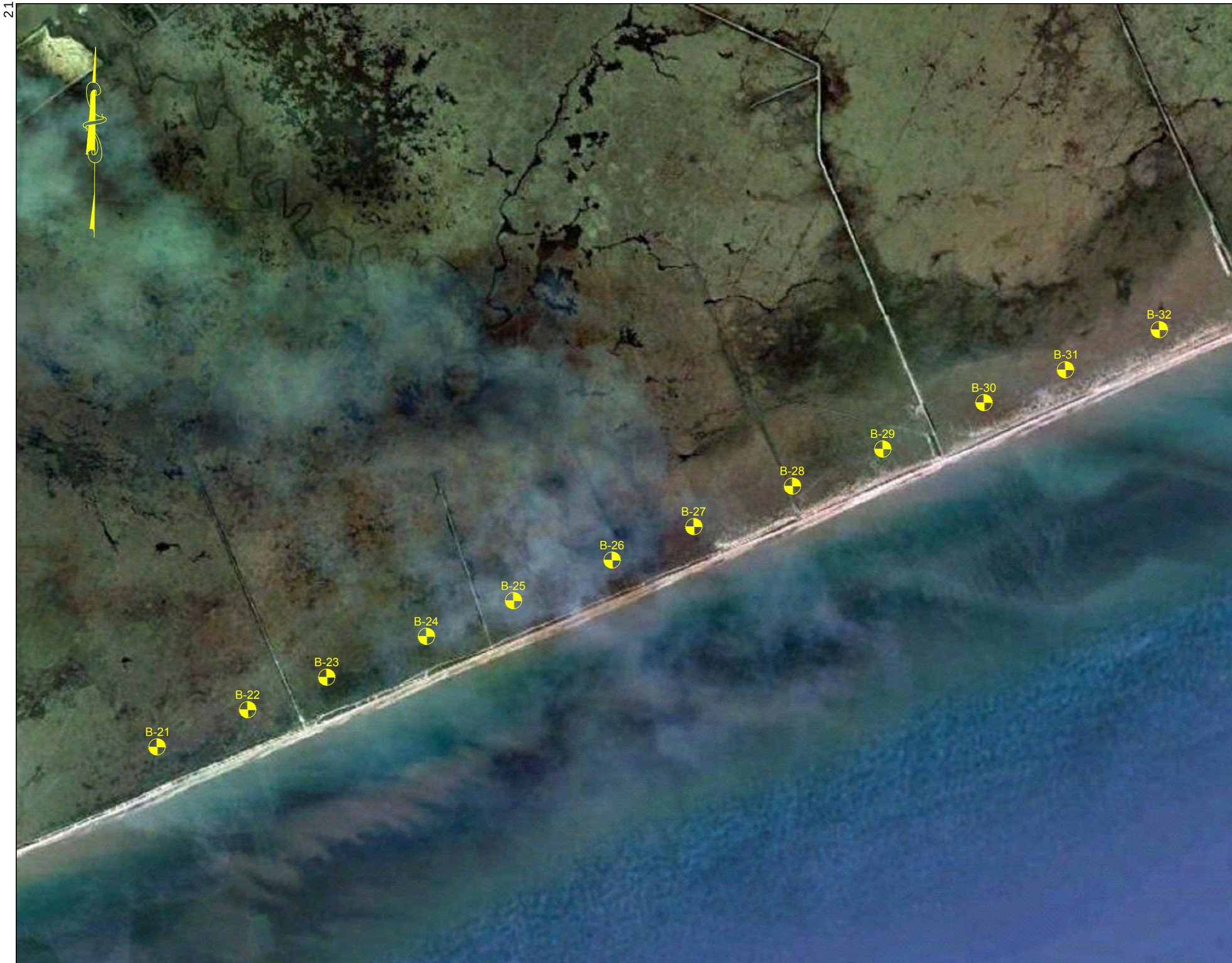
The borrow area will convert to aquatic habitat.

LJA Engineering, Inc.

APPENDIX B

SOIL BORING LOCATION PLAN
DRAWING NO. 12.23.220-1

213



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VICINITY MAP

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FIELD PROGRAM COORDINATES

BORING	DEPTH	LATITUDE	LONGITUDE
B-21	15'	29° 33' 43.47" N	94° 21' 29.42" W
B-22	15'	29° 33' 50.17" N	94° 21' 10.82" W
B-23	15'	29° 34' 58.79" N	94° 20' 50.09" W
B-24	15'	29° 34' 06.83" N	94° 20' 29.40" W
B-25	15'	29° 34' 14.89" N	94° 20' 08.70" W
B-26	15'	29° 34' 22.95" N	94° 19' 48.03" W
B-27	15'	29° 34' 30.98" N	94° 19' 27.34" W
B-28	15'	29° 34' 39.03" N	94° 19' 06.63" W
B-29	15'	29° 34' 47.07" N	94° 18' 45.94" W
B-30	15'	29° 34' 55.13" N	94° 18' 25.24" W
B-31	15'	29° 35' 03.18" N	94° 18' 04.54" W
B-32	15'	29° 35' 11.20" N	94° 17' 43.84" W

LEGEND

SOIL BORING LOCATION

Tolunay-Wong Engineers, Inc.

SOIL BORING LOCATION PLAN
OVERWASH PROTECTION BERM PHASE II
McFADDIN NATIONAL WILDLIFE REFUGE
JEFFERSON COUNTY, TEXAS

DRAWN BY:	M.M.	DWG. NO.	12.23.220-1
CHECKED BY:	T.G.H.	SCALE:	N.T.S.
APPROVED BY:	P.J.K.	DATE:	APRIL 19, 2013

APPENDIX C

LOGS OF PROJECT BORINGS AND A KEY TO
SYMBOLS AND TERMS USED ON BORING LOGS

LOG OF BORING B-21

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 33' 43.50"
W 94° 21' 29.50"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm gray FAT CLAY (CH)	(P)0.75										
			-with organics from 0' to 2'											
			-becomes soft at 2'	(P)0.50		37		57	40				93	CON
5			Firm gray and reddish brown FAT CLAY with SAND (CH)	(P)1.00										
			-with sand pockets from 4' to 12'	(P)1.50										
			-becomes stiff at 6'											
			-with calcareous nodules from 8' to 12'	(P)2.00		25		57	42				83	CU
10				(P)2.50										
				(P)2.00										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/05/13
DATE BORING COMPLETED: 02/05/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 5-ft during dry-auger drilling and rose to a depth of 2.2-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. CON: One-Dimensional Consolidation. CU: Consolidation-Undrained Triaxial Compression.

LOG OF BORING B-22

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 33' 50.70"
W 94° 21' 10.80"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Stiff gray LEAN CLAY with SAND (CL), with organics	(P)0.50 (T)0.60		29	89	48	33				72	
			Soft gray FAT CLAY with SAND (CH)	(P)0.50										
				(P)0.50										
5			-becomes gray and reddish brown at 6'	(P)0.50										
			-becomes firm at 8'	(P)1.00										
			-with ferrous nodules from 8' to 10'											
10				(P)1.00		32	89	57	42	0.58	15 **		83	
			-becomes stiff at 13'	(P)1.75										
			-with sand pockets from 13' to 15'											
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/05/13
DATE BORING COMPLETED: 02/05/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3-ft during dry-auger drilling and rose to a depth of 1.2-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-23

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 33' 59.90"
W 94° 20' 50.10"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm gray LEAN CLAY with SAND (CL)	(P)1.00										
			-with organics from 0' to 2'	(P)0.75										
5			Soft gray and reddish brown FAT CLAY (CH)	(P)0.75		34	86	54	39	0.41	11		90	
			-with ferrous nodules from 4' to 6'											
			-becomes firm at 6'	(P)0.75										
				(P)1.25										
10			-becomes stiff at 10'	(P)1.50										
			Firm gray and reddish brown FAT CLAY with SAND (CH)	(P)1.50		33	91	71	54	0.79	15 **		83	
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/05/13
DATE BORING COMPLETED: 02/05/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 5-ft during dry-auger drilling and rose to a depth of 2.6-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-24

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 24' 06.80"
W 94° 20' 29.50"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm reddish brown and gray LEAN CLAY with SAND (CL), with organics	(P)1.00										
			Soft gray FAT CLAY (CH)	(P)0.75		41	82	62	44	0.40	11		90	
				(P)0.75										
5			-becomes firm, reddish brown and gray at 4' -with sand seams from 4' to 12'											
				(P)1.00 (T)0.40		40	80	61	43				94	
				(P)1.00										
10			-becomes stiff at 10'	(P)1.50										
				(P)1.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/05/13
DATE BORING COMPLETED: 02/05/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 2.1-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-25

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 34' 14.80"
W 94° 20' 08.76"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Soft reddish brown CLAYEY SAND (SC) -with organics from 0' to 2'	(P)0.50		27	98	50	30				33	
			-becomes firm at 2'	(P)1.00										
5			Firm gray and reddish brown FAT CLAY (CH) -with silt seams from 4' to 6'	(P)0.75										
			-becomes gray at 6'	(P)0.75										
			-becomes soft at 8'	(P)0.50		51	70	63	45				87	
10			Soft gray CLAYEY SAND (SC)	(T)0.15										
			Firm gray and reddish brown FAT CLAY (CH), with sand pockets	(P)0.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/05/13
DATE BORING COMPLETED: 02/05/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4.5-ft during dry-auger drilling and rose to a depth of 2.8-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-26

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 34' 22.93"
W 94° 19' 48.06"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Soft gray LEAN CLAY with SAND (CL)	(P)0.50										
			-with shell from 0' to 2'											
			-firm from 2' to 4'	(P)0.75										
5				(P)0.50		34	83	44	29				84	
			Firm gray and reddish brown FAT CLAY with SAND (CH)	(P)0.75										
			-becomes stiff at 8'	(P)1.75										
10				(P)1.75		30	94	54	39	1.02	10		85	
				(P)1.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/07/13
DATE BORING COMPLETED: 02/07/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 0.8-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-27

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 34' 30.99"
W 94° 19° 27.37"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm gray LEAN CLAY with SAND (CL)	(P)0.75										
			Firm gray FAT CLAY (CH)	(P)0.75										
			-with silt seams from 2' to 4'											
			-soft from 4' to 6'	(P)0.50		51		59	39				97	CU
5														
			-becomes gray and reddish brown at 6'	(P)0.75										
			-soft from 8' to 10'	(P)0.50		43		73	50				97	CON
10			-with sand pockets from 10' to 15'	(P)0.75										
			-becomes stiff at 13'	(P)1.75										
			-with ferrous nodules from 13' to 15'											
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/07/13
DATE BORING COMPLETED: 02/07/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was not encountered during dry-auger drilling. The open borehole was backfilled with soil cuttings. CON: One-Dimensional Consolidation. CU: Consolidation-Undrained Triaxial Compression.

LOG OF BORING B-28

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 34' 39.14"
W 94° 19' 07.42"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm gray LEAN CLAY with SAND (CL), with organics	(P)1.25										
			Soft gray FAT CLAY (CH)	(P)0.75		51	75	61	41	0.40	15		96	
			-with organics from 2' to 4'											
			-becomes gray and reddish brown at 4'	(P)0.50										
5				(P)0.50		45	77	68	48				94	
			-becomes firm at 8'	(P)0.75										
10			-with ferrous nodules from 10' to 12'	(P)1.25										
			-becomes stiff at 13'	(P)1.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/07/13
DATE BORING COMPLETED: 02/07/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 6-ft during dry-auger drilling and rose to a depth of 0.3-ft after (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-29

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 34' 42.42"
W 94° 18' 41.40"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Loose reddish brown and tan POORLY GRADED SAND (SP) -with shell from 0.5' to 2'		5/6" 3/6" 4/6"	9							4	
			Firm gray FAT CLAY with SAND (CH)		5/6" 4/6" 4/6"									
5			-soft from 6' to 8'	(P)0.75										
			-becomes gray and reddish brown at 8'	(P)0.50										
10			-becomes stiff at 10' -with ferrous nodules from 10' to 15'	(P)1.25										
				(P)1.50										
				(P)1.75		24	103	50	36	1.27	15 **		81	
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/07/13
DATE BORING COMPLETED: 02/07/13
LOGGER: T.McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 7-ft during dry-auger drilling and rose to a depth of 3.6-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-30

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 34' 55.13"
W 94° 18' 25.40"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0 to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm gray LEAN CLAY with SAND (CL)	(P)1.25										
			Soft gray and reddish brown FAT CLAY (CH)	(P)0.50		37	79	50	32				96	
				(T)0.15										
5			-firm from 4' to 6'											
				(P)0.50										
				(P)1.00		40	82	67	49	0.43	15		92	
10			-becomes stiff at 10'	(P)1.50										
				(P)1.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 02/07/13
DATE BORING COMPLETED: 02/07/13
LOGGER: T.McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 0.4-ft after fifteen (15) minutes. The borehole was backfilled with soil cuttings.

LOG OF BORING B-31

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N 29° 35' 03.18"
W 94° 18' 04.58"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0 to 15
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Soft gray LEAN CLAY with SAND (CL)	(P)0.50		27	95	45	29				82	
			-with organics from 0' to 2'	(T)0.15										
5				(P)0.50										
			Firm gray and reddish brown LEAN CLAY (CL)	(P)1.25		28	98	46	32	0.80	15		87	
			-with silt seams from 6' to 8'											
			-becomes stiff at 8'	(P)1.50										
10			Stiff gray and reddish brown FAT CLAY (CH)	(P)1.50										
			-with calcareous nodules from 13' to 15'	(P)1.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 12/07/13
DATE BORING COMPLETED: 12/07/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3-ft during dry-auger drilling and rose to a depth of 0.4-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-32

PROJECT: McFaddin NWR - Beach Ridge Restoration - Phase II
Jefferson County, Texas

CLIENT: LJA Engineers, Inc.
Austin, Texas

COORDINATES: N -- W --
SURFACE ELEVATION: --
DRILLING METHOD:
Dry Augered: 0 to 15
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm gray LEAN CLAY with SAND (CL)	(P)1.00										
			-becomes very soft at 2'	(T)0.20										
5			Very soft gray FAT CLAY (CH)	(T)0.15		45	79	53	35	0.12	15		97	
			-becomes firm at 6'	(T)0.30										
			-soft from 8' to 10'	(P)0.50										
			-becomes gray and reddish brown at 8'											
10				(P)1.25		29		51	37					CU
			Stiff gray and reddish brown FAT CLAY with SAND (CH), with ferrous nodules	(P)1.75		24		50	36				80	CON
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 12/07/13
DATE BORING COMPLETED: 12/07/13
LOGGER: T. McClain
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 0.8-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. CON: One-Dimensional Consolidation. CU: Consolidation-Undrained Triaxial Compression.

SYMBOLS AND TERMS USED ON BORING LOGS

Most Common Unified Soil Classifications System Symbols

- Fill
- Pavement
- Lean Clay (CL)
- Lean Clay w/ Sand (CL)
- Sandy Lean Clay (CL)
- Fat Clay (CH)
- Fat Clay w/ Sand (CH)
- Sandy Fat Clay (CH)
- Silty Clay (CL)
- Sandy Silty Clay (CL-ML)
- Silty Clayey Sand (SC-SM)
- Clayey Sand (SC)
- Sandy Silt (ML)
- Silty Sand (SM)
- Silt w/ Sand (ML)
- Well Graded Sand (SW)
- Well Graded Sand w/ Gravel (SW-GM)
- Poorly Graded Sand (SP)
- Poorly Graded Sand w/ Silt (SP-SM)
- Silt (ML)
- Elastic Silt (MH)
- Elastic Silt w/ Sand (MH-SP)
- Silty Gravel (GM)
- Clayey Gravel (GC)
- Well Graded Gravel (GW)
- Well Graded Gravel w/ Sand (SP-GM)
- Poorly Graded Gravel (GP)
- Peat

Sampler Symbols	Meaning
	Pavement core
	Thin - walled tube sample
	Standard Penetration Test (SPT)
	Auger sample
	Sampling attempt with no recovery
	TxDOT Cone Penetrometer Test

Field Test Data

2.50	Pocket penetrometer reading in tons per square foot
8/6"	Blow count per 6 - in. interval of the Standard Penetration Test
	Observed free water during drilling
	Observed static water level

Laboratory Test Data

Wc (%)	Moisture content in percent
Dens. (pcf)	Dry unit weight in pounds per cubic foot
Qu (tsf)	Unconfined compressive strength in tons per square foot
UU (tsf)	Compressive strength under confining pressure in tons per square foot
Str. (%)	Strain at failure in percent
LL	Liquid Limit in percent
PI	Plasticity Index
#200 (%)	Percent passing the No. 200 mesh sieve
( )	Confining pressure in pounds per square inch
*	Slickensided failure
**	Did not fail @ 15% strain

RELATIVE DENSITY OF COHESIONLESS & SEMI-COHESIONLESS SOILS

The following descriptive terms for relative density apply to cohesionless soils such as gravels, silty sands, and sands as well as semi-cohesive and semi-cohesionless soils such as sandy silts, and clayey sands.

Relative Density	Typical N_{60} Value Range*
Very Loose	0-4
Loose	5-10
Medium Dense	11-30
Dense	31-50
Very Dense	Over 50

* N_{60} is the number of blows from a 140-lb weight having a free fall of 30-in. required to penetrate the final 12-in. of an 18-in. sample interval, corrected for field procedure to an average energy ratio of 60% (Terzaghi, Peck, and Mesri, 1996).

CONSISTENCY OF COHESIVE SOILS

The following descriptive terms for consistency apply to cohesive soils such as clays, sandy clays, and silty clays.

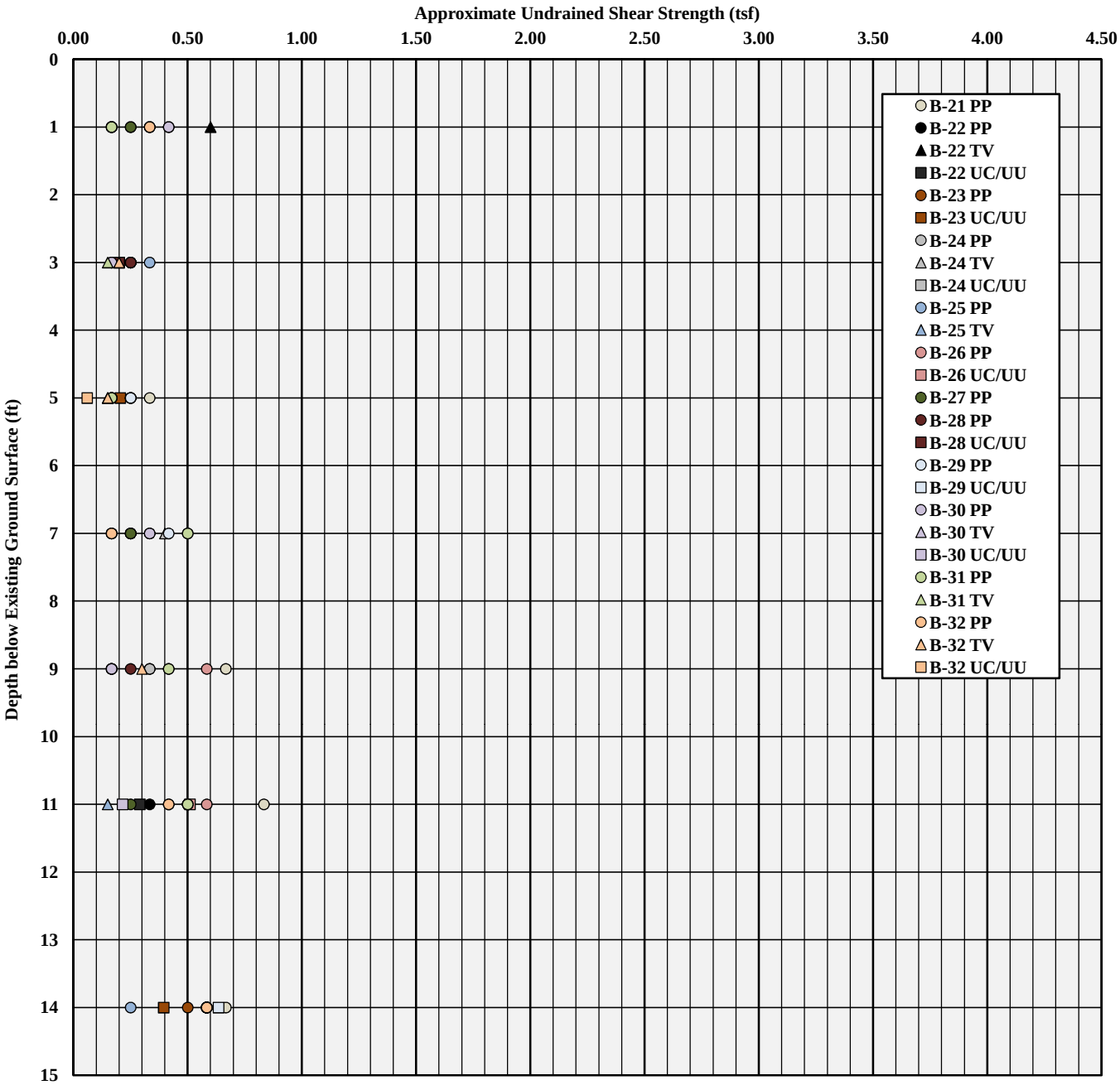
Pocket Penetrometer (tsf)	Typical Compressive Strength (tsf)	Consistency	Typical SPT "N_{60}" Value Range**
pp < 0.50	qu < 0.25	Very soft	≤ 2
0.50 ≤ pp < 0.75	0.25 ≤ qu < 0.50	Soft	3-4
0.75 ≤ pp < 1.50	0.50 ≤ qu < 1.00	Firm	5-8
1.50 ≤ pp < 3.00	1.00 ≤ qu < 2.00	Stiff	9-15
3.00 ≤ pp < 4.50	2.00 ≤ qu < 4.00	Very Stiff	16-30
pp ≥ 4.50	qu ≥ 4.00	Hard	≥ 31

** An "N_{60}" value of 31 or greater corresponds to a hard consistency. The correlation of consistency with a typical SPT "N_{60}" value range is approximate.

APPENDIX D

UNDRAINED SHEAR STRENGTH VS. DEPTH
BORINGS B-21 THROUGH B-32

UNDRAINED SHEAR STRENGTH VS. DEPTH
SOIL BORINGS B-21 THROUGH B-32



Consistency of Cohesive Soils

Consistency	Typical Undrained Shear Strength (S_u)	Typical N-Value Range
Very Soft	$S_u < 0.13$-tsf	N ≤ 2-bpf
Soft	0.13-tsf ≤ S_u < 0.25-tsf	3-bpf < N < 4-bpf
Firm	0.25-tsf ≤ S_u < 0.50-tsf	5-bpf < N < 8-bpf
Stiff	0.50-tsf ≤ S_u < 1.00-tsf	9-bpf < N < 15-bpf
Very Stiff	1.00-tsf ≤ S_u < 2.00-tsf	16-bpf < N < 31-bpf
Hard	$S_u \geq 2.00$-tsf	N ≥ 31-bpf

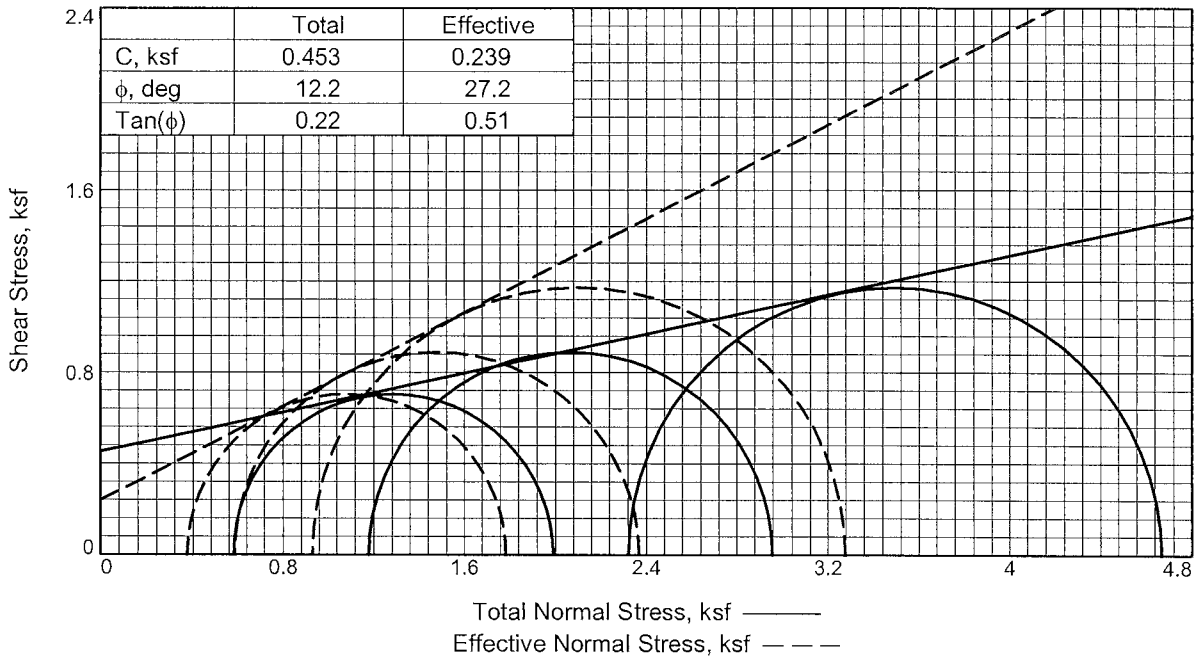
Relative Density of Cohesionless/Semi-Cohesionless Soils

Relative Density	Typical N-Value Range
Very Loose	0-bpf < N < 4-bpf
Loose	5-bpf < N < 10-bpf
Medium Dense	11-bpf < N < 30-bpf
Dense	31-bpf < N < 50-bpf
Very Dense	N ≥ 50-bpf

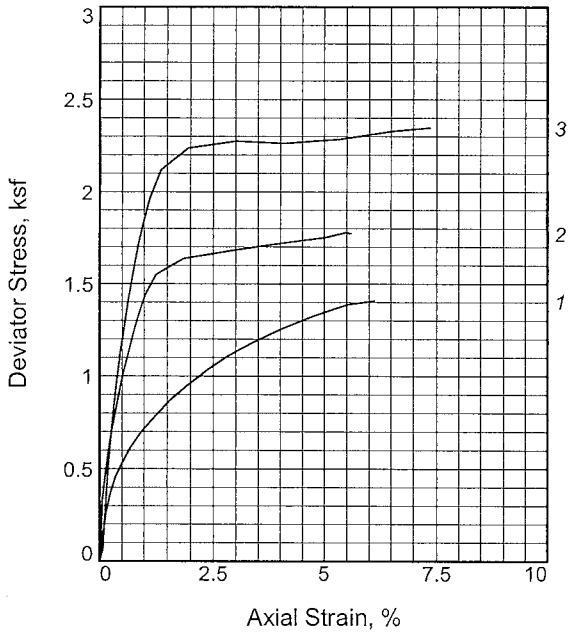
Project: MacFaddin NWR - Beach Ridge Restoration Phase II - Jefferson County, Texas	Tolunay-Wong Engineers, Inc.	**Project No.** 12.23.220 **Report No.** 57733
Client: LJA Engineering, Inc. Austin, Texas	**Elevation Profiles** **Soil Borings B-21 through B-32**	**Appendix** D **Figure** 1

APPENDIX E

CU TRIAXIAL COMPRESSION TEST REPORTS
ASTM D 4767



	Total	Effective
C, ksf	0.453	0.239
ϕ, deg	12.2	27.2
Tan(ϕ)	0.22	0.51



Sample No.		1	2	3
Initial	Water Content, %	23.8	23.8	23.8
	Dry Density, pcf	103.7	103.7	103.7
	Saturation, %	99.7	99.7	99.7
	Void Ratio	0.6551	0.6551	0.6551
	Diameter, in.	2.790	2.790	2.790
	Height, in.	5.040	5.040	5.040
At Test	Water Content, %	23.8	23.8	23.8
	Dry Density, pcf	103.7	103.7	103.7
	Saturation, %	100.0	100.0	100.0
	Void Ratio	0.6551	0.6551	0.6551
	Diameter, in.	2.790	2.790	2.790
	Height, in.	5.040	5.040	5.040
Strain rate, in./min.		0.000	0.000	0.000
Back Pressure, psi		60.000	60.000	60.000
Cell Pressure, psi		64.030	68.170	76.120
Fail. Stress, ksf		1.410	1.780	2.347
Excess Pore Pr., ksf		0.206	0.591	1.392
Ult. Stress, ksf				
Excess Pore Pr., ksf				
$\bar{\sigma}_1$ Failure, ksf		1.784	2.366	3.277
$\bar{\sigma}_3$ Failure, ksf		0.374	0.585	0.929

Type of Test:
CU with Pore Pressures

Sample Type: Undisturbed

Description: Gray and tan Lean Clay

Assumed Specific Gravity= 2.75

Remarks: ASTM D4767

Client:

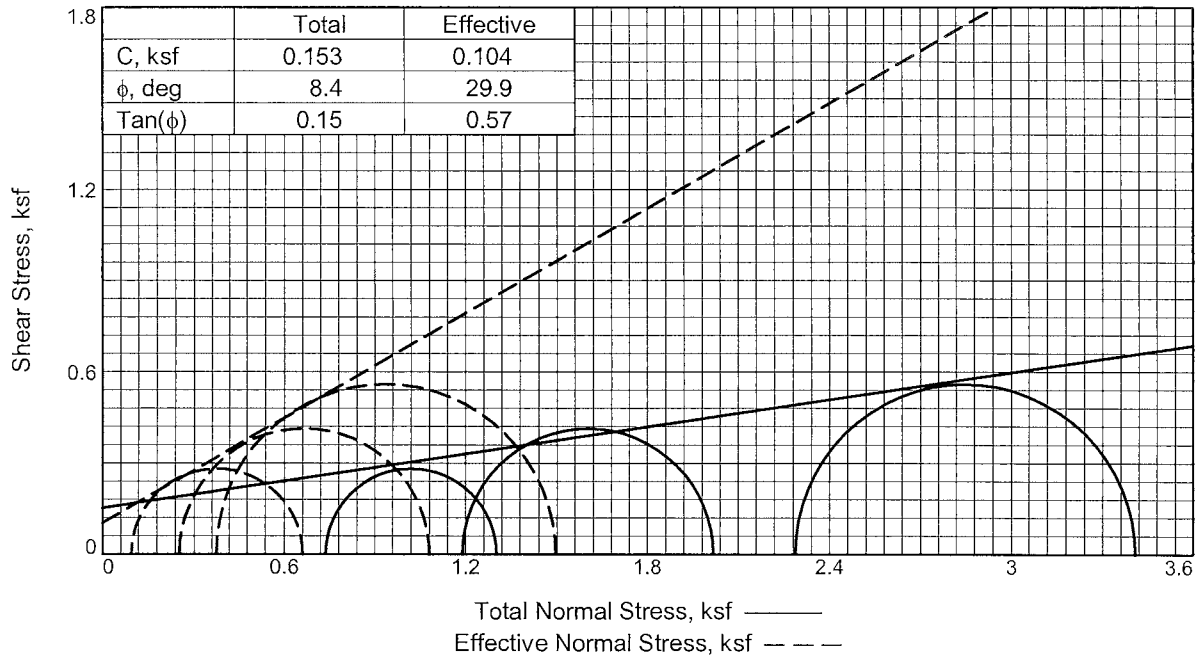
Project: McFaddin NWR - Beach Ridge restoration - Ph. II

Location: B-21

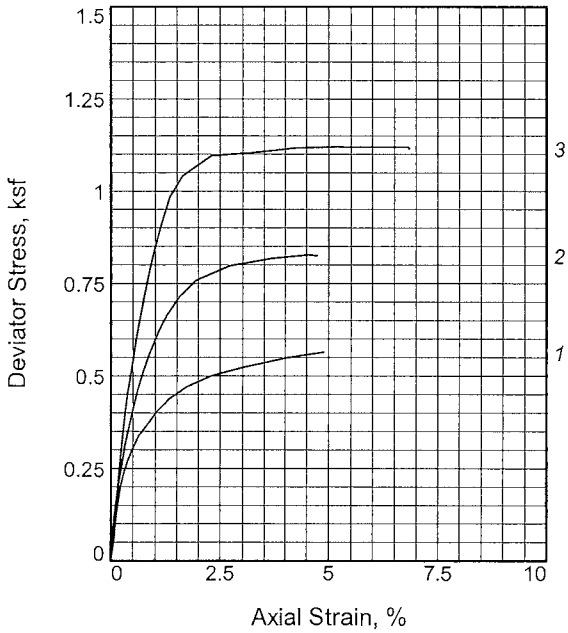
Depth: 8-10 ft.

Proj. No.: 12.23.220 **Date Sampled:**

TRIAXIAL SHEAR TEST REPORT
Terracon Consultants, Inc.
Houston, TX



	Total	Effective
C, ksf	0.153	0.104
ϕ, deg	8.4	29.9
Tan(ϕ)	0.15	0.57



Sample No.		1	2	3
Initial	Water Content, %	43.7	43.7	43.7
	Dry Density, pcf	78.1	78.1	78.1
	Saturation, %	100.5	100.5	100.5
	Void Ratio	1.1973	1.1973	1.1973
	Diameter, in.	2.780	2.780	2.780
	Height, in.	5.720	5.720	5.720
At Test	Water Content, %	43.5	43.5	43.5
	Dry Density, pcf	78.1	78.1	78.1
	Saturation, %	100.0	100.0	100.0
	Void Ratio	1.1973	1.1973	1.1973
	Diameter, in.	2.780	2.780	2.780
	Height, in.	5.720	5.720	5.720
Strain rate, in./min.		0.000	0.000	0.000
Back Pressure, psi		60.000	60.000	60.000
Cell Pressure, psi		65.120	68.260	75.880
Fail. Stress, ksf		0.565	0.828	1.120
Excess Pore Pr., ksf		0.641	0.937	1.912
Ult. Stress, ksf				
Excess Pore Pr., ksf				
$\bar{\sigma}_1$ Failure, ksf		0.660	1.080	1.495
$\bar{\sigma}_3$ Failure, ksf		0.096	0.252	0.375

Type of Test:
CU with Pore Pressures

Sample Type: Undisturbed

Description: Gray FAT CLAY

Assumed Specific Gravity= 2.75

Remarks: ASTM D4767

Client:

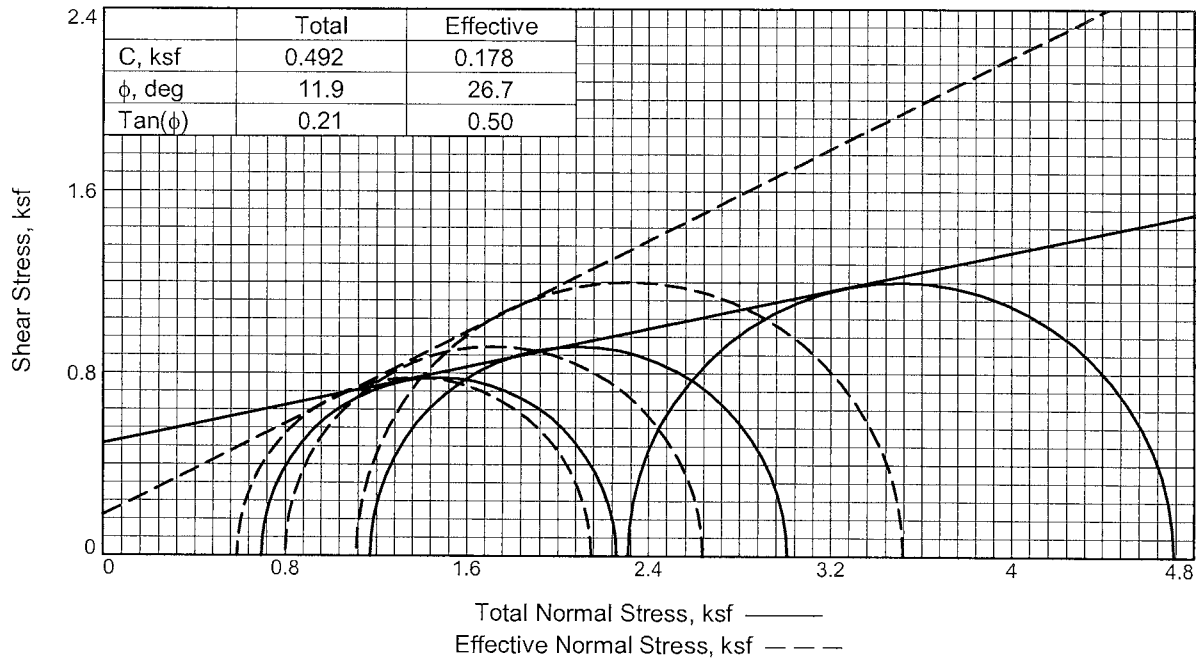
Project: McFaddin NWR - Beach Ridge restoration - Ph. II

Location: B-27

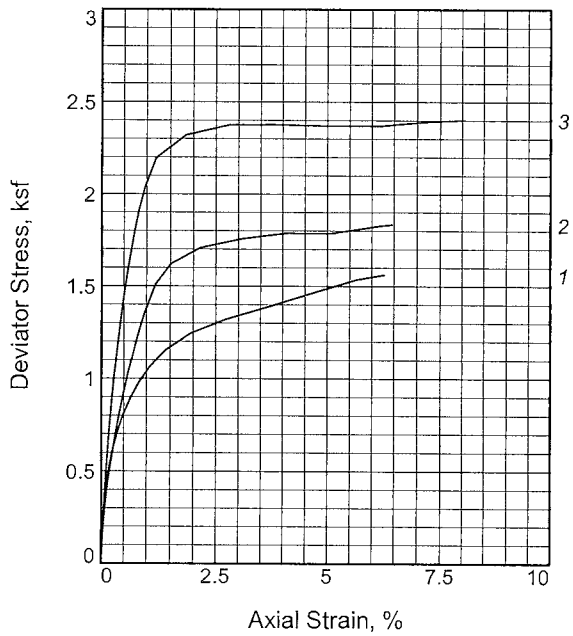
Depth: 4-6 ft.

Proj. No.: 12.23.220 **Date Sampled:**

TRIAXIAL SHEAR TEST REPORT
Terracon Consultants, Inc.
Houston, TX



	Total	Effective
C, ksf	0.492	0.178
ϕ, deg	11.9	26.7
Tan(ϕ)	0.21	0.50



Sample No.		1	2	3
Initial	Water Content, %	25.7	25.7	21.3
	Dry Density, pcf	99.8	99.8	103.4
	Saturation, %	98.1	98.1	88.8
	Void Ratio	0.7197	0.7197	0.6603
	Diameter, in.	2.820	2.820	2.820
	Height, in.	5.502	5.502	5.502
At Test	Water Content, %	26.2	26.2	24.0
	Dry Density, pcf	99.8	99.8	103.4
	Saturation, %	100.0	100.0	100.0
	Void Ratio	0.7197	0.7197	0.6603
	Diameter, in.	2.820	2.820	2.820
	Height, in.	5.502	5.502	5.502
Strain rate, in./min.		0.000	0.000	0.000
Back Pressure, psi		60.000	60.000	60.000
Cell Pressure, psi		64.830	68.130	76.020
Fail. Stress, ksf		1.562	1.836	2.403
Excess Pore Pr., ksf		0.108	0.372	1.195
Ult. Stress, ksf				2.394
Excess Pore Pr., ksf				1.159
$\bar{\sigma}_1$ Failure, ksf		2.150	2.634	3.515
$\bar{\sigma}_3$ Failure, ksf		0.588	0.799	1.112

Type of Test:
CU with Pore Pressures

Sample Type: Undisturbed

Description: Gray and tan FAT CLAY

Assumed Specific Gravity= 2.75

Remarks: ASTM D4767

Client:

Project: McFaddin NWR - Beach Ridge Restoration - Ph. II

Location: B-32

Depth: 10-12 ft.

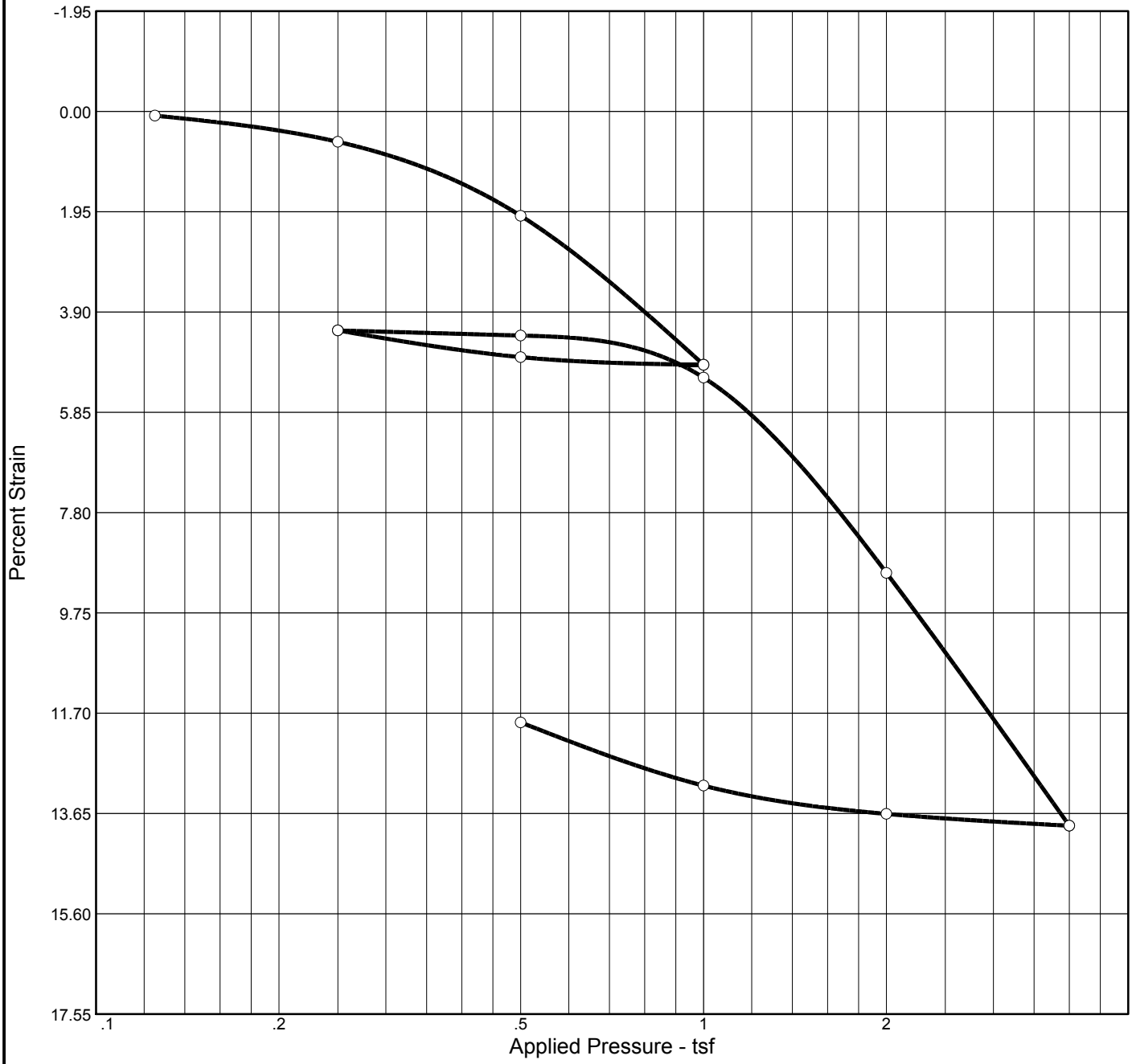
Proj. No.: 12.23.220 **Date Sampled:**

TRIAXIAL SHEAR TEST REPORT
Terracon Consultants, Inc.
Houston, TX

APPENDIX F

ONE-DIMENSIONAL CONSOLIDATION TEST REPORTS
ASTM D 2435

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
103.8 %	36.8 %	84.8	57	40	2.62	CH		0.930

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-21 **Elev./Depth:** 2

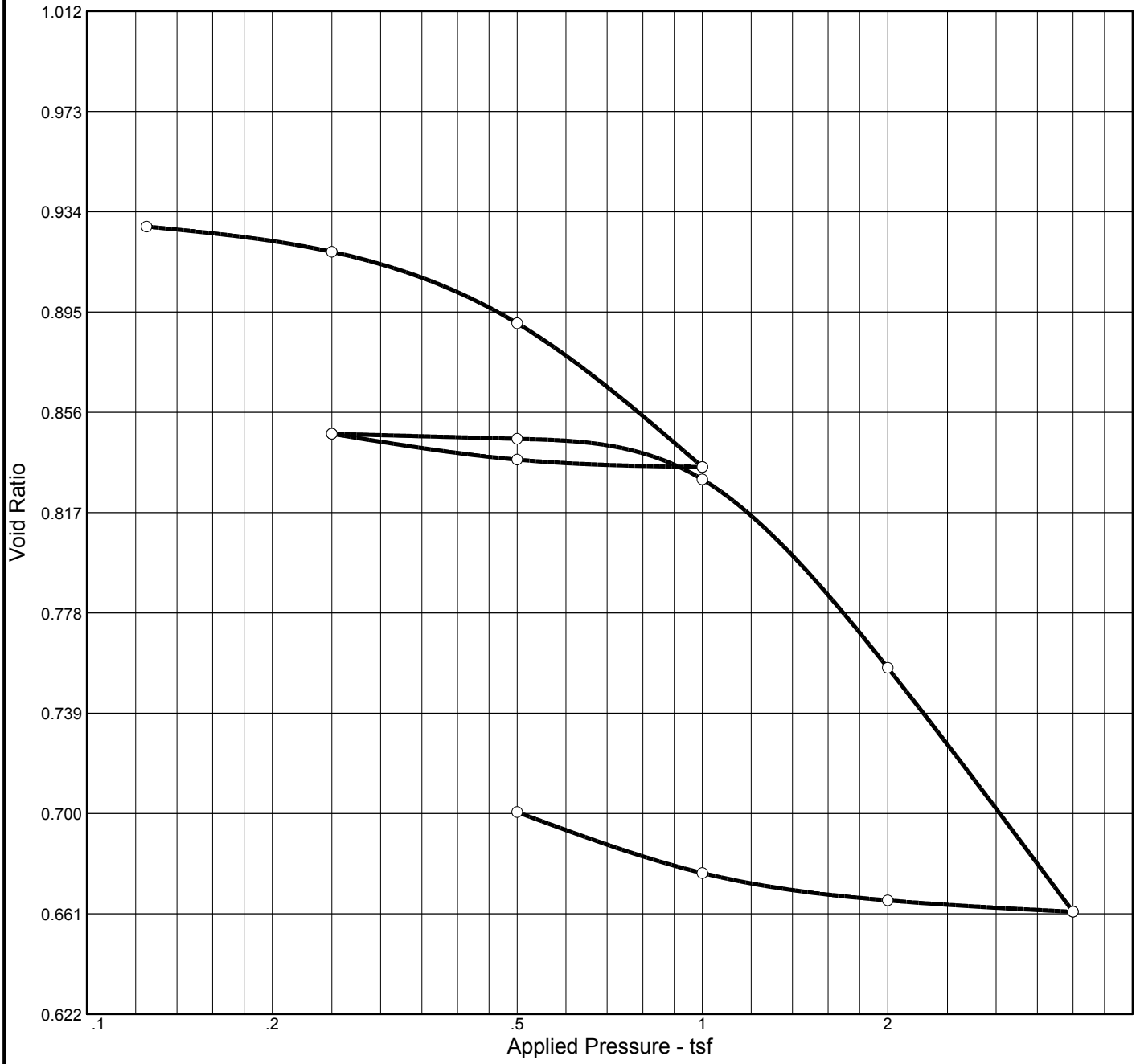
Remarks:
ASTM D 2435

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure 1

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
103.8 %	36.8 %	84.8	57	40	2.62	CH		0.930

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-21 **Elev./Depth:** 2

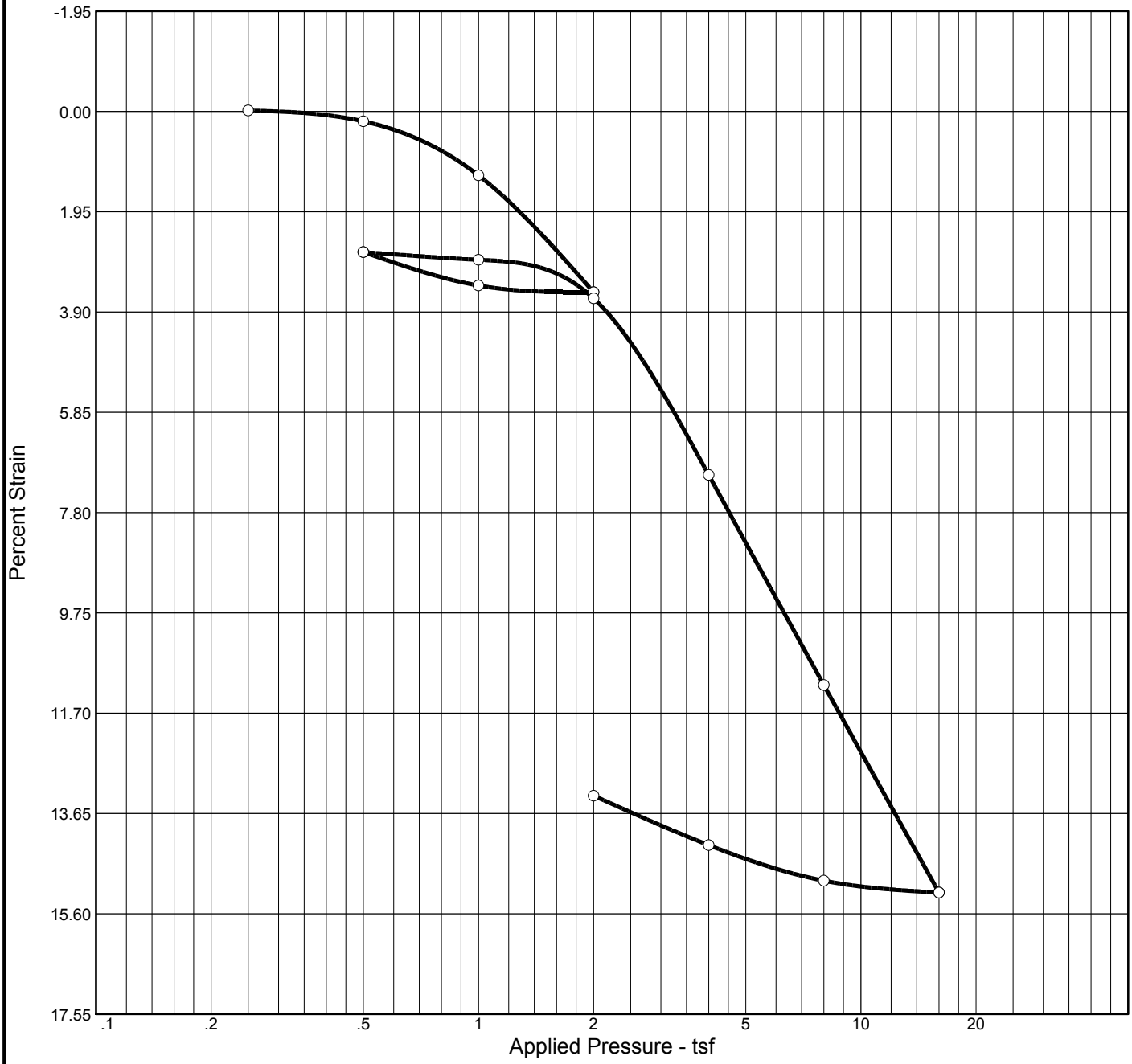
Remarks:
ASTM D 2435

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure 2

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
108.5 %	27.3 %	98.6	50	36	2.62	CH		0.658

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-32 **Elev./Depth:** 13

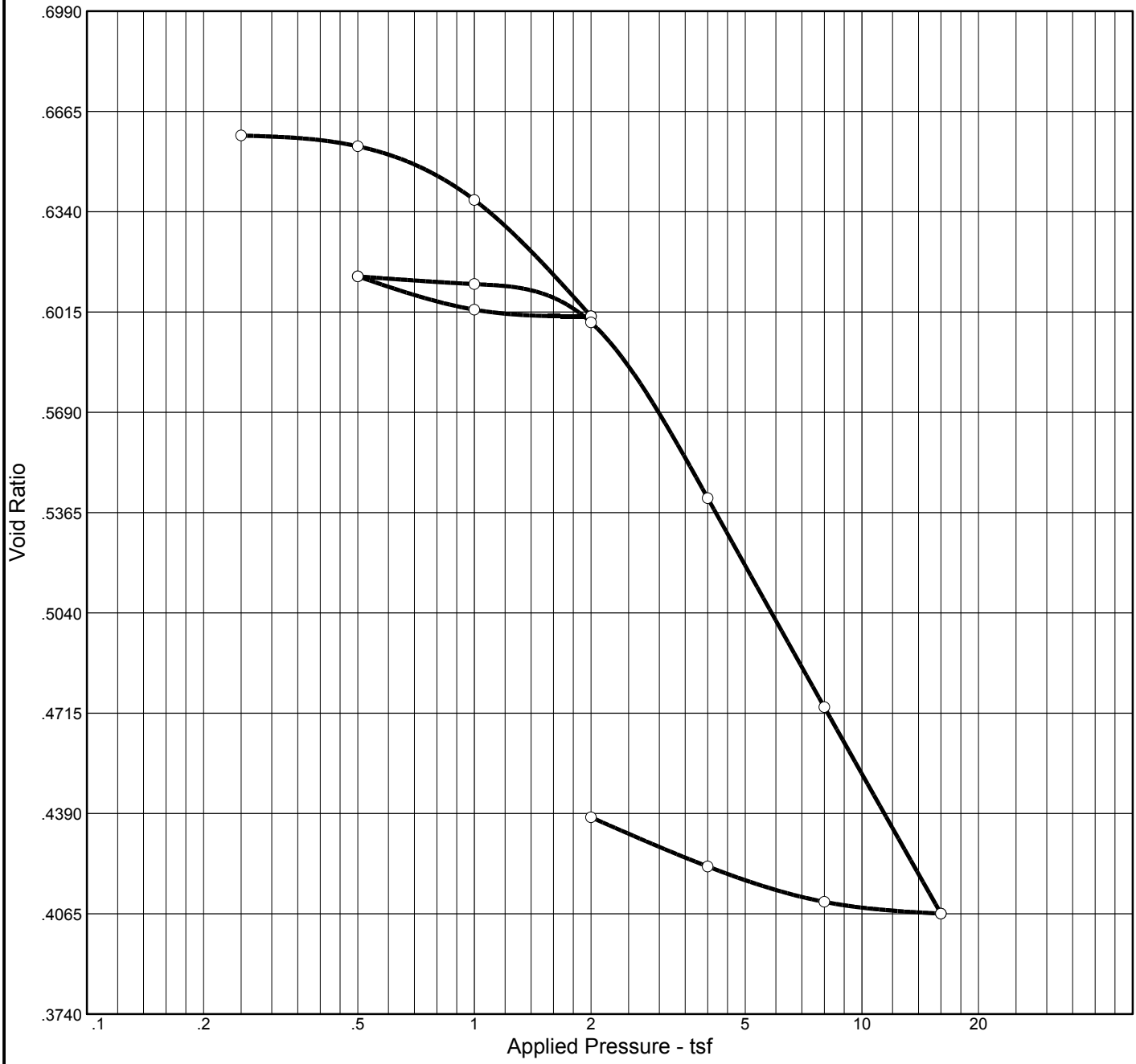
Remarks:
ASTM D 2435

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure 3

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
108.5 %	27.3 %	98.6	50	36	2.62	CH		0.658

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-32 **Elev./Depth:** 13

Remarks:
ASTM D 2435

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure 4

APPENDIX G

SOIL DESIGN PARAMETERS
BORINGS B-1 THROUGH B-32

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A - Beaumont, Texas 77705 - Phone (409) 840-4214 - Fax (409) 840-4259

Soil Borings B-21 Through B-28, B-30 to B-32 Soil Design Parameters							
Soil Type	Approximate Depth (ft) [1]		Total Unit Weight (pcf)	Undrained Parameters (Short-Term)		Drained Parameters (Long-Term)	
	Top	Bottom		Cohesion, c (psf)	Friction Angle, φ (°)	Cohesion, c (psf)	Friction Angle, φ (°) [2]
Firm Clay	0	2	120	600	0	20	25
Soft Clay	2	6	113	400	0	10	27
Firm Clay	6	12	116	600	0	140	28
Firm Clay	12	15	121	1,000	0	100	28

Soil Boring B-29 Soil Design Parameters							
Soil Type	Approximate Depth (ft) [1]		Total Unit Weight (pcf)	Undrained Parameters (Short-Term)		Drained Parameters (Long-Term)	
	Top	Bottom		Cohesion, c (psf)	Friction Angle, φ (°)	Cohesion, c (psf)	Friction Angle, φ (°) [2]
Loose Sand	0	3	115	-	30	-	30
Firm Clay	3	8	125	400	0	10	27
Stiff Clay	8	15	127	1,000	0	150	27

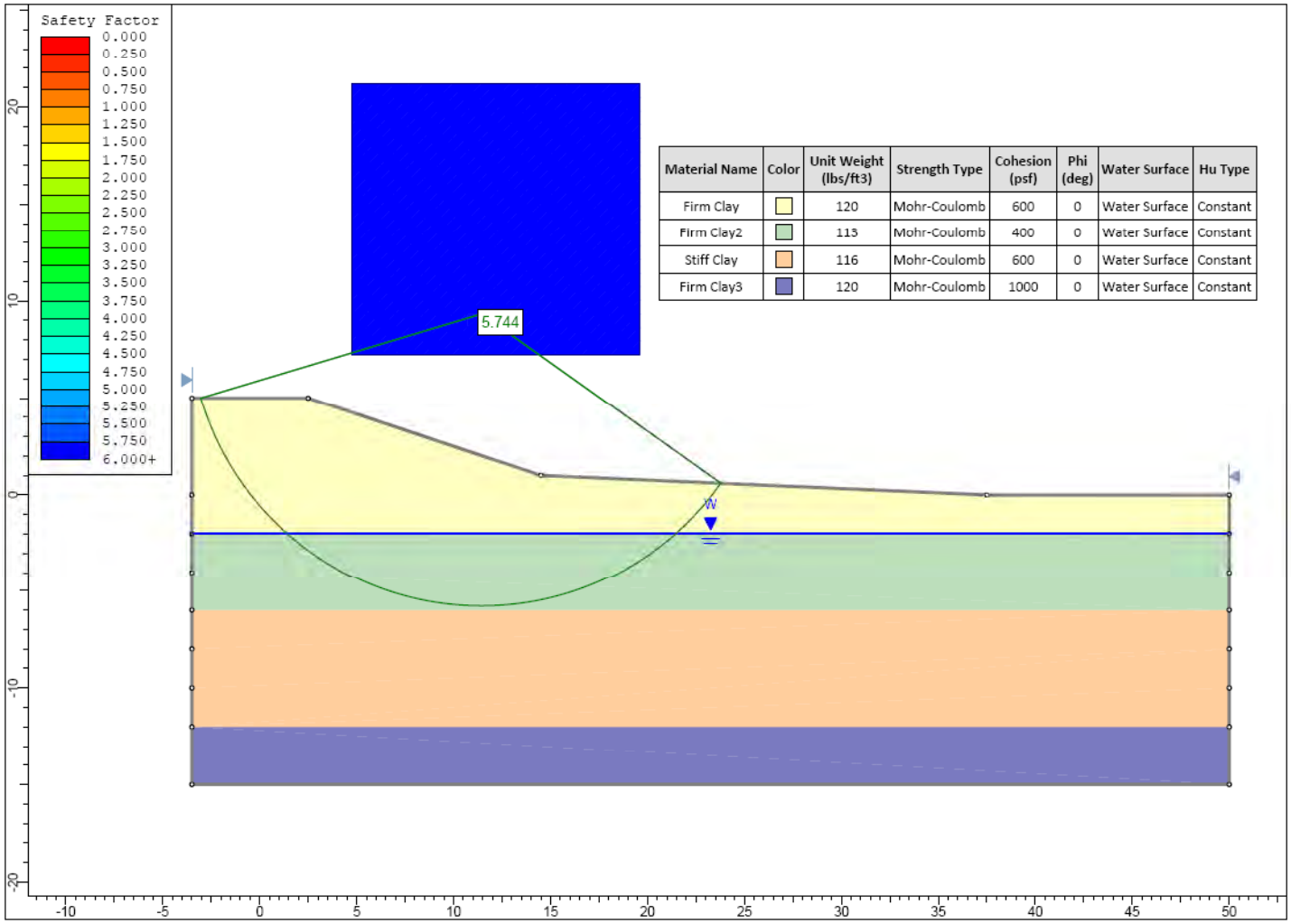
Notes:

1) Approximate depths are from existing ground surface at the boring locations.

2) Drained friction angles for clay soils are based on laboratory CU test results and an empirical correlations with plasticity indices.

APPENDIX H

RESULTS OF GLOBAL STABILITY ANALYSIS



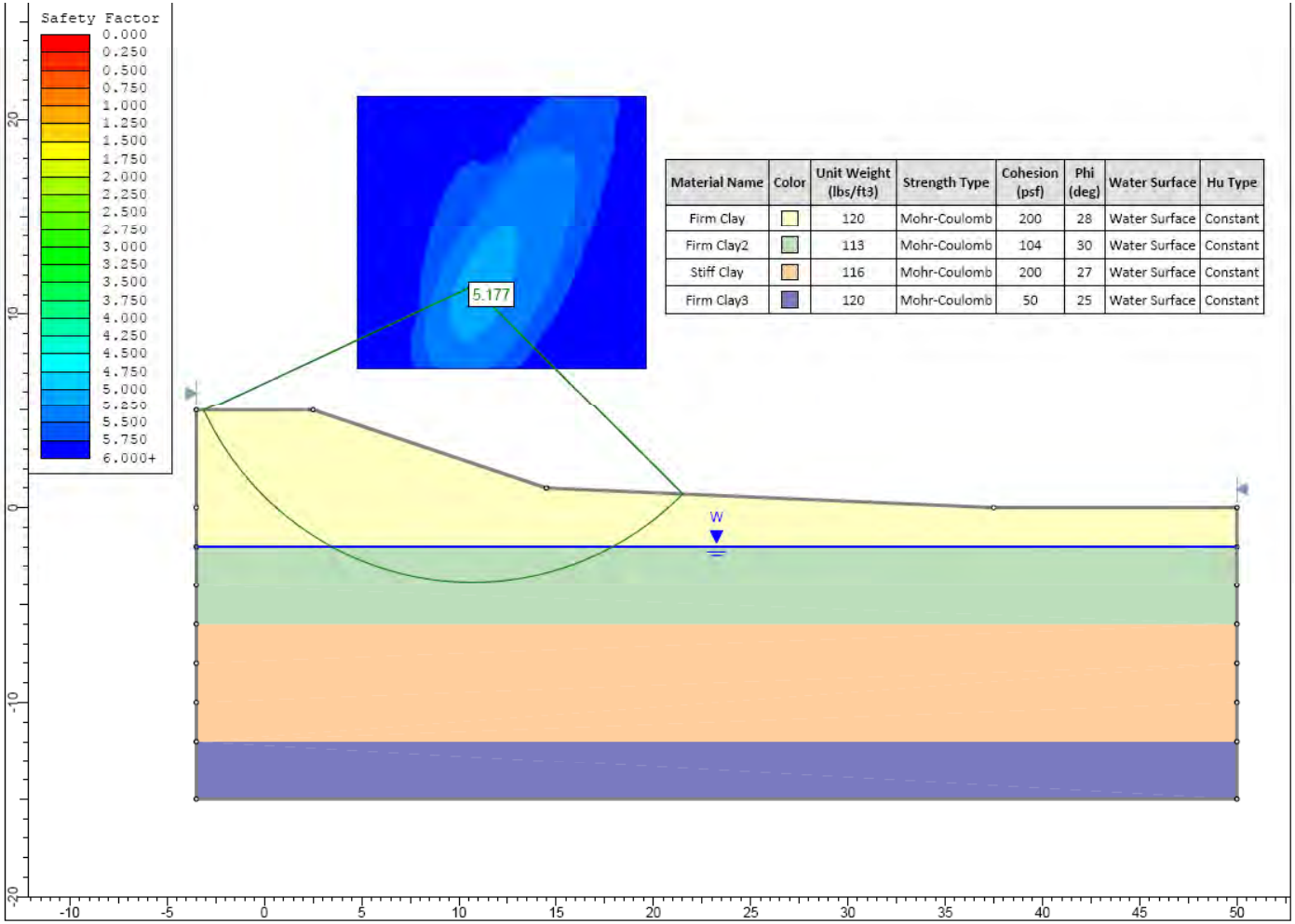
Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type
Firm Clay		120	Mohr-Coulomb	600	0	Water Surface	Constant
Firm Clay2		113	Mohr-Coulomb	400	0	Water Surface	Constant
Stiff Clay		116	Mohr-Coulomb	600	0	Water Surface	Constant
Firm Clay3		120	Mohr-Coulomb	1000	0	Water Surface	Constant

SOIL BORINGS B-21 THRU B-28, B-30 AND B-31
END OF CONSTRUCTION – CRITICAL CIRCLE
4.5-FT BERM HEIGHT - (3H:1V)

Tolunay-Wong Engineers, Inc.
BEAUMONT, TEXAS

MCFADDIN NWR
BEACH RIDGE RESTORATION
JEFFERSON COUNTY, TEXAS

DRAWN BY: AG	CHECKED BY: PJK
APPROVED BY: PJK	DWG NO.: 1
SCALE: --	DATE: 4-17-2013



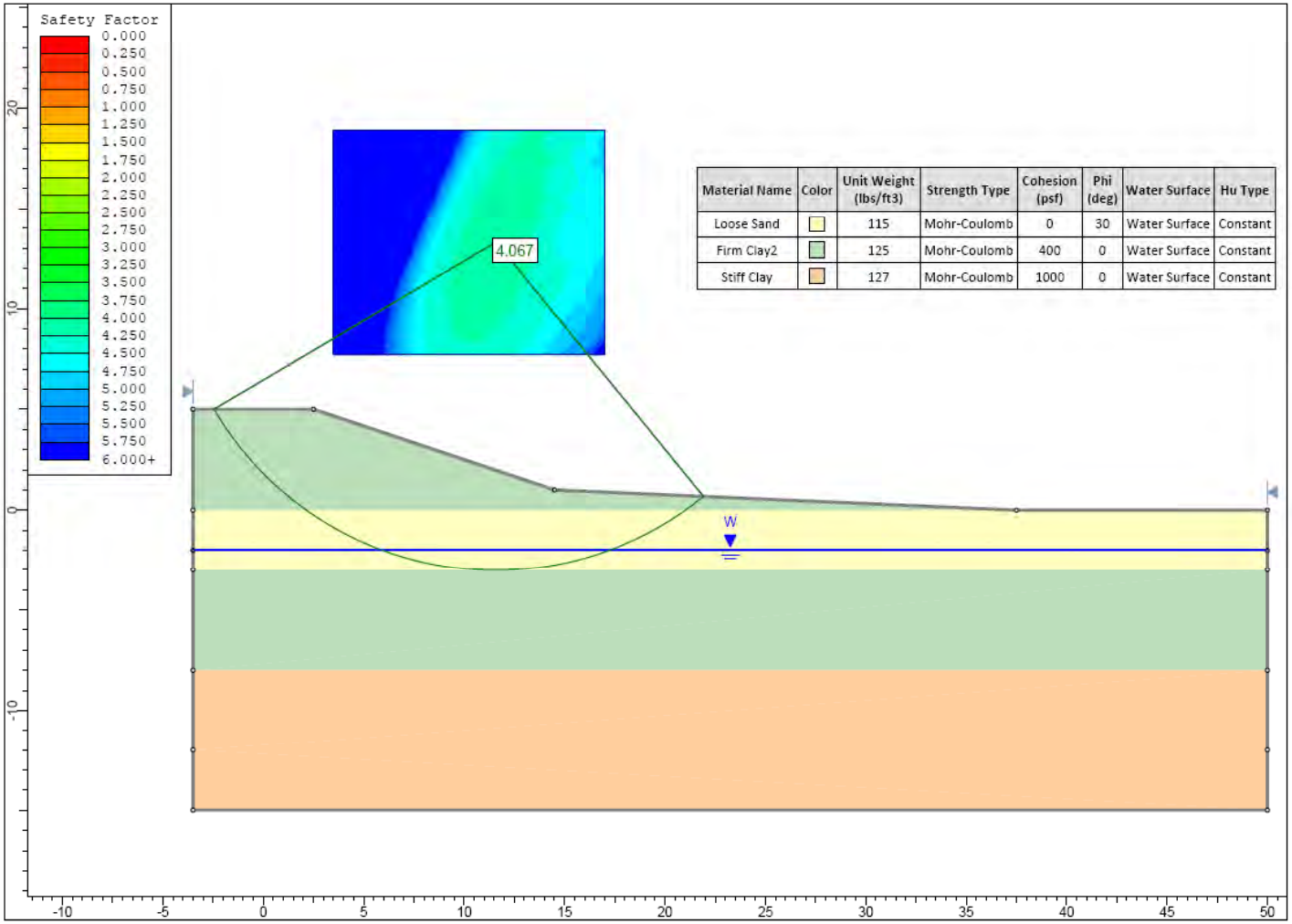
Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type
Firm Clay		120	Mohr-Coulomb	200	28	Water Surface	Constant
Firm Clay2		113	Mohr-Coulomb	104	30	Water Surface	Constant
Stiff Clay		116	Mohr-Coulomb	200	27	Water Surface	Constant
Firm Clay3		120	Mohr-Coulomb	50	25	Water Surface	Constant

SOIL BORINGS B-21 THRU B-28, B-30 AND B-31
DRAINED CONDITION – CRITICAL CIRCLE
4.5-FT BERM HEIGHT - (3H:1V)

Tolunay-Wong Engineers, Inc.
BEAUMONT, TEXAS

MCFADDIN NWR
BEACH RIDGE RESTORATION
JEFFERSON COUNTY, TEXAS

DRAWN BY: AG	CHECKED BY: PJK
APPROVED BY: PJK	DWG NO.: 2
SCALE: --	DATE: 4-17-2013



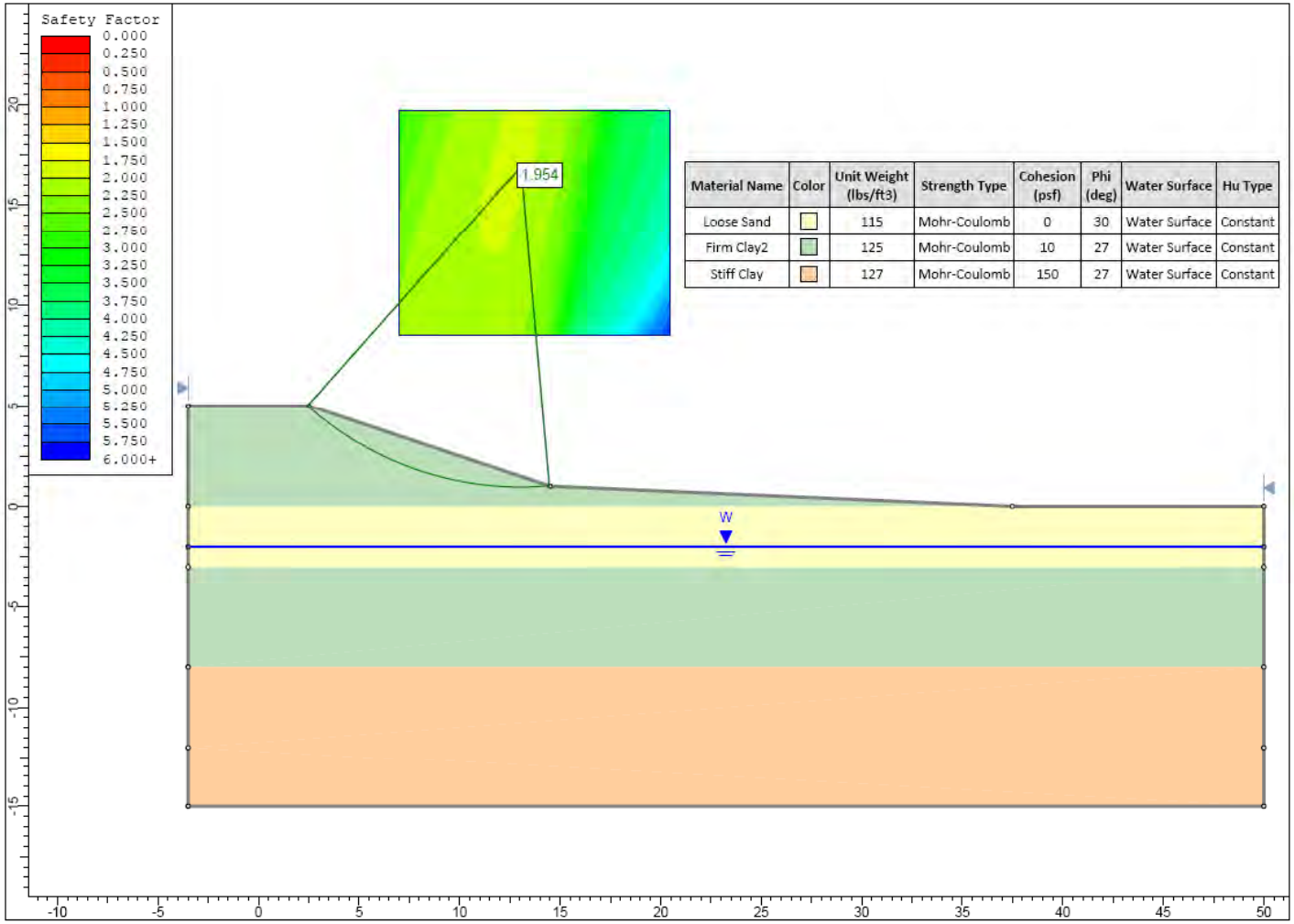
Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type
Loose Sand		115	Mohr-Coulomb	0	30	Water Surface	Constant
Firm Clay2		125	Mohr-Coulomb	400	0	Water Surface	Constant
Stiff Clay		127	Mohr-Coulomb	1000	0	Water Surface	Constant

SOIL BORING B-29
END OF CONSTRUCTION – CRITICAL CIRCLE
4.5-FT BERM HEIGHT - (3H:1V)

Tolunay-Wong Engineers, Inc.
BEAUMONT, TEXAS

MCFADDIN NWR
BEACH RIDGE RESTORATION
JEFFERSON COUNTY, TEXAS

DRAWN BY: AG	CHECKED BY: PJK
APPROVED BY: PJK	DWG NO.: 3
SCALE: --	DATE: 4-17-2013



Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)	Water Surface	Hu Type
Loose Sand		115	Mohr-Coulomb	0	30	Water Surface	Constant
Firm Clay2		125	Mohr-Coulomb	10	27	Water Surface	Constant
Stiff Clay		127	Mohr-Coulomb	150	27	Water Surface	Constant

SOIL BORING B-29
DRAINED CONDITION – CRITICAL CIRCLE
4.5-FT BERM HEIGHT - (3H:1V)

Tolunay-Wong Engineers, Inc.
BEAUMONT, TEXAS

MCFADDIN NWR
BEACH RIDGE RESTORATION
JEFFERSON COUNTY, TEXAS

DRAWN BY: AG	CHECKED BY: PJK
APPROVED BY: PJK	DWG NO.: 4
SCALE: --	DATE: 4-17-2013

General Decision Number: TX150079 01/02/2015 TX79

Superseded General Decision Number: TX20140079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines and Excluding Industrial and Processing Plants, and Refineries)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* ELEC0479-003 09/29/2014

	Rates	Fringes
ELECTRICIAN	$ 27.40	11.66

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89

Bulldozer.....$ 15.00
Crane.....$ 13.77
Front End Loader.....$ 10.63
Trackhoe.....$ 15.60

Truck drivers:
Dump.....$ 10.00

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

potentially misrepresented themselves. In such situations, HUD will request documentation to verify the businesses' eligibility. Businesses that are found to have misrepresented themselves will be removed from the Section 3 Business Registry and penalized (see HUD's Section 3 Business Registry webpage for more information).

To search for Section 3 businesses in your community, register your business, or learn more about HUD's Section 3 Business Registry, please visit: www.hud.gov/Sec3biz

SECTION 3 AND HUD-FUNDED CONTRACTS

Section 3 requirements provide preference but not a guarantee to Section 3 residents and Section 3 businesses when new jobs, training, or contracting opportunities are created as a result of HUD funds. Section 3 residents and businesses are not entitled to jobs or contracts simply because they meet the eligibility criteria. Section 3 residents and businesses may need to demonstrate that they have the ability to perform successfully under the terms and conditions of proposed contracts and meet the qualifications for jobs or contracts they are seeking.

Section 3 residents or businesses that believe that they have been denied employment, training, or contracting opportunities associated with HUD-funded projects are encouraged to file a complaint with HUD at the appropriate Regional Office of Fair Housing and Equal Opportunity (FHEO). A copy of the Section 3 Complaint Form (HUD-958) and a list of FHEO Regional Offices can be found online at: www.hud.gov/Section3

U.S. Department of Housing and Urban Development

www.hud.gov/Section3

8804

HUD Form 972-English

HUD SECTION 3 BUSINESS REGISTRY

WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood improvement, and individual self-sufficiency.

HUD investments in local communities represent one of the largest sources of federal funding, and the expenditure of these funds typically results in new contracts and jobs. The Section 3 requirements stipulate that local low-income persons, and businesses that substantially employ those persons, receive priority consideration for a percentage of new training, employment, and contracting opportunities that are created from certain HUD funds.

Please visit www.hud.gov/section3 for more information on the requirements of Section 3.

WHAT IS A SECTION 3 BUSINESS?

If your business meets one of the following criteria, you may be eligible to receive priority consideration when bidding on certain HUD-funded contracts or subcontracts:

1) 51 percent or more owned by Section 3 residents; or

2) At least 30 percent of full-time, permanent staff are Section 3 residents (or were Section 3 residents within the last 3 years); or

3) Evidence of a commitment to subcontract 25 percent or more of the total dollar amount of all subcontracts to businesses that meet one of the criteria listed above.

WHO ARE SECTION 3 RESIDENTS?

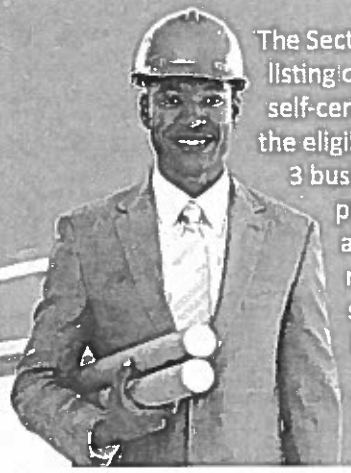
If you meet one of the following criteria, you may be eligible to receive priority consideration when applying for certain HUD-funded jobs and training opportunities:

1) Public housing residents; or

2) Low and very low-income persons who live in the metropolitan area or Non-metropolitan County where covered HUD funding is spent.

To determine income eligibility in your community visit: http://www.huduser.org/portal/datasets/il.html

WHAT IS THE SECTION 3 BUSINESS REGISTRY?



The Section 3 Business Registry is a listing of businesses that have self-certified that they meet one of the eligibility criteria of a Section 3 business, and have submitted publicly available information about their firm (i.e. business name, address, type of services provided, etc.) to be included HUD's online database.

The Section 3 Business Registry will be used by Public Housing Authorities (PHAs); State, County, and local government agencies; property owners; developers; contractors; and others as a resource for finding local Section 3 businesses to be notified about HUD-funded contracting opportunities. Section 3 residents are also encouraged to use the registry to locate Section 3 businesses that may have new HUD-funded jobs as a result of recently awarded HUD-funded contracts.

HUD will maintain the Section 3 Business Registry to assist agencies that receive HUD funds with meeting their Section 3 obligations. However, HUD does not verify information submitted by businesses and does not endorse the services they provide. Therefore, grantees and other users should perform due diligence to confirm eligibility before awarding contracts to firms in the Section 3 Business Registry.

Contact HUD at sec3biz@hud.gov if you believe firms in HUD's Section 3 Business Registry have

continued

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

SECTION 3
RESIDENT EMPLOYMENT OPPORTUNITY DATA
ELIGIBLITY FOR PREFERENCE

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the Subrecipient, Grantee, Contractor or Subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section CFR 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Section 3 Resident Certification
for Worker Seeking Preference in Training
and Employment

RESIDENT COMPLETES THIS SECTION:

I, _____, am a legal resident of the County of Jefferson, TX

_____ and meet the income eligibility guidelines for a low- or very-low-income person as published on HUD'S income limits www.huduser.org/portal/datasets/il.html and documented on the reverse side of this form.

My permanent address is: _____

_____

I have attached the following documentation as evidence of my status:

- ☐ Copy of Lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of Evidence of participation in a public assistance program
- ☒ Other Evidence

_____ _____
Resident Signature Date

_____
Print Name

SECTION 3 INCOME LIMITS

All residents of public housing developments of the Housing Authority of
The County of Jefferson, TX

Qualify as Section 3 Residents.
Alternatively, individuals residing in the
City of _____
or County of Jefferson, TX

Who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof that illustrates applicant is a current resident of the subject area.

HUD updates area median income (AMI) annually and income limits vary by county. To find the latest income limits visit HUD's website: www.huduser.org/portal/datasets/il.html

Eligibility Guideline

Number in Household	Very Low Income (50% AMI)	Low Income (80%)
1 Individual	$20,000.00	$32,000.00
2 Individuals	$22,850.00	$36,550.00
3 Individuals	$25,700.00	$41,100.00
4 Individuals	$28,550.00	$45,650.00
5 Individuals	$30,850.00	$49,350.00
6 Individuals	$33,150.00	$53,000.00
7 Individuals	$35,450.00	$56,650.00
8 Individuals	$37,700.00	$60,300.00

_____ _____
Signature Field Date

_____
Print Name

Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient:	Contract Number:	Date:

CONTRACTOR INFORMATION

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Non-Profit
☐ Sole Proprietorship ☐ Joint Venture Consortium

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence _____

For business entity as applicable:

- ☐ Copy of Articles of Incorporation
- ☐ Assumed Business Name Certificate
- ☐ List of owners/stockholders and % ownership of each appointed officers
- ☐ Organization chart with names and titles and brief function statement
- ☐ Certificate of Good Standing
- ☐ Partnership Agreement
- ☐ Corporation Annual Report
- ☐ Latest Board minutes
- ☐ Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years
- ☐ Statement of ability to comply with public policy

_____ _____
Authorized Name and Signature Date

(Corporate Seal)

Attested By: _____

SECTION 3 RESIDENT SELF-CERTIFICATION

A Section 3 resident seeking preference in training and employment provide by this part shall certify and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5 (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence in a public assistance program).

General Information

Project Name: _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Email Address (optional) _____

Job Skill/Trades _____

Certification

Check Yes or No for each statement. If you check "Yes" to one or more of the following please attach the documentation as evidence of your status as a Section 3 Resident.

1. Public housing resident (provide copy of lease) ☐Yes ☐ No
2. Participate (s) in a federal, state, or local public assistance program (proof of residency) ☐ Yes ☐ No
3. Total annual family income is: _____
   The family size of household is: _____

20 15 Annual Income Limits

Family Size	1	2	3	4	5	6	7	8
Low Income	$32,000.00	$36,550.00	$41,100.00	$45,650.00	$49,350.00	$53,000.00	$56,650.00	$60,300.00

I_____am a legal resident of the **Jefferson County, Texas** area and qualify as a Section 3 resident because I meet the income eligibility guidelines for a low or very low income person as published above.

I understand that the information above may require verification. I agree to provide documents verifying this information if requested and authorize my employer, if applicable, to release information required by _____to verify my status as a "Section 3 Resident". I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

_____

Print Name

_____ _____

Signature **Date**

Exhibit L

Posting Job Vacancies at WorkInTexas.com

And Connecting Section 3 Residents with Section 3 Jobs

Posting Job Vacancies at WorkInTexas.com

Required Language for Job Title and Job Description

Grantees and Subrecipients:

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding must post their job vacancies with the state's free job matching system – WorkInTexas.com. There are two ways to do this. You can self-register an employer account and post jobs directly online or you can contact your local Workforce Solutions Office. Staff is available to assist with account registration and/or can post jobs on your behalf at WorkIntexas.com

Specifically, Grantees, Subrecipients and Contractors must:

- Register with WorkInTexas.com;
- Register with their Local Workforce Solutions Center and/or Work-in-Texas Website;
- Post all DR related job postings at WorkInTexas.com; and
- Include the word SEC3 in the job title and job description.

-SAMPLE-

Job Title-

SEC3 Construction Laborer

Job Description-

SEC3

Looking for a general laborer to work in housing construction. Construction experience a plus.

Included with this document is a list of tips that Grantees, Subrecipients and contractors can use in posting job vacancies provided by Texas Workforce Commission.

Tips for Employers Posting Jobs in WorkInTexas.com
Provided by Texas Workforce Commission

WorkInTexas.com is a job matching site rather than a job lead generation site. We compare required job posting qualifications and job seeker qualifications with data in WorkInTexas.com to find quality matches. We believe we're providing better customer service by making sure your jobs attract qualified candidates before providing contact information to you or the job seeker. Recruiting can be difficult and expensive and we don't want to waste anyone's time. So, ensuring your job posting is as good and complete as possible is rule #1.

Rule #1 – Take the time. Quality in means quality out, so spend the extra time up front making sure you've included as much detail as possible. The more complete your job posting, the better your matching results will be. And, a good job posting will keep you from missing out on good matches down the road.

Rule #2 – Choose occupations wisely. Job "matching" is based on behind-the-scenes computer logic, but it all boils down to the occupations you choose. The more occupations you select, the more job seekers you'll attract (match) to your job posting, and vice versa.

Rule #3 – Include pay, even if you choose to suppress it from job seeker view. It will narrow your results, and possibly increase the quality of your matches. Also, job matches are based on minimum salary, even if maximum salary is provided, so consider posting the actual salary amount you're willing to pay to ensure better job matches (matches will be restricted if the pay is too low).

Rule #4 – Using "Keywords" can help you reduce the number of job seekers matched with your job posting. Keywords are single words or phrases you can enter to clarify specific qualifications you're looking for, such as computer languages, licenses, or certifications.

Rule #5 – Use "Screening Questions." These are questions you can add to your posting that job seekers must answer before they contact you or apply. Answers do not limit anyone's ability to apply, but the information does offer you a unique opportunity to pre-screen and evaluate interested applicants.

Rule #6 – View your job posting to see what job seekers will see. This is a great self-test of the quality and completeness of your job opportunity. If it looks short on detail to you, imagine what a job seeker will think. Take the time to go back and enter more information.

Rule #7 – Use Site Help. It's our version of a "tutorial" and explains in general terms the major functions in WorkInTexas.com.

If you're looking for Veterans (only)

- All jobs entered in WorkInTexas.com are automatically made available to veterans only for the first two days.
- When posting your job, you can choose to make it available to veterans only for the lifetime of the posting by selecting "Veterans Only – Yes."
- Veteran applicants who apply for your job will be marked with an American Flag icon, indicating that they are eligible U.S. Military Veterans in good standing.

Registering and Searching For Job Vacancies at WorkInTexas.com

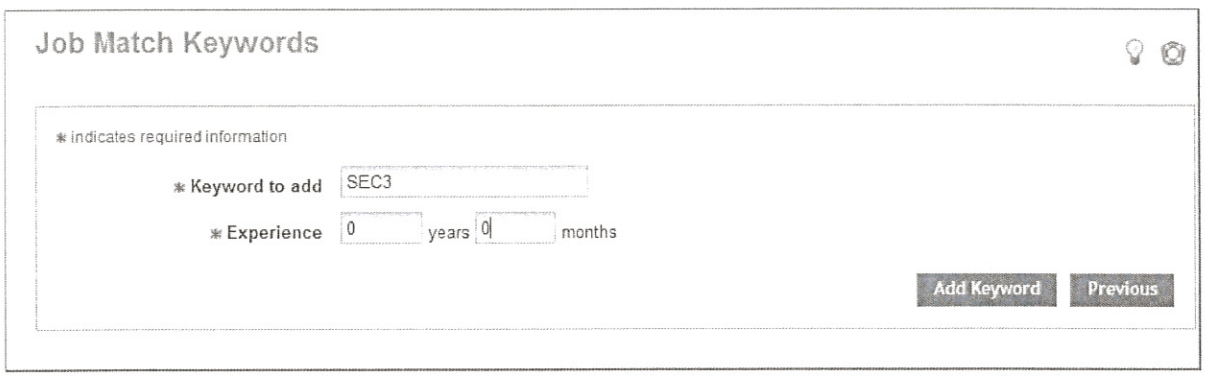
For Section 3 Residents

Dear Section 3 Resident,

As required by the GLO Section 3 Policy, all Grantees, Subrecipients and their contractors who are receiving DR funding post their job vacancies with their Local Workforce Solutions Center and/or Work-in-Texas.

To help connect you to these job opportunities you must:

- Register as a job seeker with WorkInTexas.com and/or contact the local Workforce Solutions Office for assistance with registration;
- After you complete basic registration, it is important you add a Section 3 related keyword to your profile. To do so follow these steps:
    1. Click on the My Portfolio tab, in the top navigation
    2. Click on Keywords in the Job Matching Criteria section
    3. In the Keyword to add field enter: sec3 Enter 0 for both years and months experience
    4. Click the Add Keyword button



In addition, you can search for existing Section 3 job vacancies by selecting the Browse Jobs menu on the title bar then by Text. In the Enter Text line type the word: "**SEC3**", then hit search.

If you need help, please contact your local Workforce Solutions Center. You may search for one here: http://www.twc.state.tx.us/dirs/wdas/directory-offices-services.html?mid=0.07262226541895678

NEW EMPLOYEE INFORMATION FORM
SECTION 3 RESIDENT CERTIFICATION

GRANTEE: _____
CONSTRUCTION CONTRACTOR: _____
PROJECT NAME: _____ PROJECT #: _____

NOTICE TO EMPLOYERS: This section is to be completed and submitted with the first payroll on which said employee appears by the contractor/subcontractor for all new employees performing work on the job site of the above referenced project.

Name: _____ Address: _____
City_____ State _____ Zip Code_____
Phone #:_____Last 4 Digits of SS#_____ Date of Hire_____

If you do not reside within the jurisdiction of the GRANTEE or within a PHA, you are not required to answer the following questions. The GRANTEE is listed on the first line of this form.

1. How many persons are in your family? _____
2. What was your yearly family income prior to date hired: $_____

Family Size One	Family Size Two	Family Size Three	Family Size Four	Family Size Five	Family Size Six	Family Size Seven	Family Size Eight
$ 32,000.00	$ 36,550.00	$ 41,100.00	$ 45,650.00	$ 49,350.00	$ 53,000.00	$ 56,650.00	$ 60,300.00

In order to demonstrate that you meet the definition of a low-or very low-income person, please provide one of the following:

1) Proof of residency in a Public Housing Development;
2) A copy of your Section 8 voucher certificate or voucher;
3) Evidence of your eligibility or participation in a federally-assisted program for low – and very low-income persons (e.g. Jobs, JTPA, Job Corps, etc):
4) Evidence of your eligibility or participation in a State or Local Assistance Program for low- or very low-income persons or receipt of AFDC;
5) Income tax records
6) Other

I, _____, (participant's name) certify that I meet the requirement stipulated in # _____above. I have provided the following document to demonstrate evidence of this_____(documentation attached)

_____ _____
Participant's Signature ***Date***

SECTON 3 RESIDENT? ☐YES ☐NO

Method used to attempt recruiting lower income residents within the boundaries covered in the Section 3 Plan (local advertising media, signs placed at the proposed site for the project, and community organization and public and private institutions operating within or serving the project area such as Service Employment and Redevelopment 9 (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program Hometown Plan, or the U.S. Employment Service, IE. If applicable attach supporting documentation:

MONTHLY EMPLOYMENT UTILIZATION REPORT/SECTION 3 REPORTING FORM

REPORTING PERIOD _____, 20 _____ CONTRACT #: _____ GRANTEE: _____

NAME OF CONTRACTOR (Prime or Subcontractor): _____

Fill in blanks at the top of the form and write/type in the Job Classification/Work Classification by Trade in Column A. Complete all columns by trade.

A Job Category Work Classifications By Trade	B Number of New Hires	C Number of Section 3 New Hires	D % of Aggregate # of Staff Hours of New Hires that are Section 3 Residents	E % of Total Staff Hours for Section 3 Employees & Trainees	F Number of Section 3 Employees & Trainees

Please refer to Exhibit A, Section 3 Resident Eligibility Form to determine if New Hires are Section 3 Residents. The New Hire must reside in the boundaries of the Grantee and fall within the income limits shown on the Eligibility form to be considered a Section 3 Resident.

MINORITY BUSINESS ENTERPRISE (MBE) REPORT

Construction Contractor: _____ Contract Number(s): _____ Grantee/ Locality Name: _____

Date Submitted: _____ Quarter Reporting (Check One): ☐ Jan-Mar ☐ Apr-Jun ☐ Jul-Sep ☐ Oct-Dec

Contractor: List your firm on the 1st line & specify the dollar amount that you have received from the Grantee during this quarter. List all subcontractors & materials suppliers that you have paid in this quarter (do not list Mat Supp for expenditures less than $1,000.00)			Federal ID #	$ Amount Received or Expended	*See Note Below						
Name	Street Address	City/State/Zip Code		Total Dollars	A	B	C	D	E	F	G

*NOTE: The following tables contain the codes to be used for items A, B, C, D, E, F, and G

COLUMN A

Code	Type of Trade
1	Construction
2	Professional Services
3	Other

COLUMN B

Code	Specific Type of Service Provided
1	Construction/Rehabilitation
2	Materials/Equipment/Supplies
3	Architectural
4	Engineering
5	Management/Administration
6	Legal
7	Appraisal
8	Audit
9	Other

COLUMN C

Code	Business Race/Ethnicity (Based on 51% or more ownership)
1	White
2	Black/African American
3	American Indian / Alaskan Native
4	Hispanic
5	Asian
6	Native Hawaiian/Other Pacific Islander
7	Black/African American & White
8	Asian & White
9	American Indian/Alaskan Native & White
10	American Indian/Alaskan Native & Black/African Amer
11	Other Multi-Racial

COLUMN D

H= Hispanic
NH = Not Hispanic

COLUMN E
Gender
M = Male
F = Female

COLUMN F
Prime/Sub/Materials
P = Prime
S = Subcontractor
M= Materials

COLUMN G
Section 3 Business
Y= Yes N= No

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

1001 Pearl Street – 3rd Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO IFB

IFB Number: IFB 15-016/JW

IFB Title: McFaddin National Wildlife Refuge Dune Restoration

IFB Due: **11:00 am CDT, Tuesday, June 30, 2015**

Addendum No.: 2

Issued (Date): June 25, 2015

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Clarifications (Questions & Answers)

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

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

ATTEST:

_____
Authorized Signature (Bidder)

_____
Witness

_____
Title of Person Signing Above

_____
Witness

_____
Typed Name of Business or Individual

Approved by ____ Date: _____

_____
Address

LJA Engineering, Inc.

905 Orleans Street
Beaumont, Texas 77701

Phone 409.813.1862
Fax 409.813.1916
www.ljaengineering.com

JEFFERSON COUNTY
MCFADDIN NATIONAL WILDLIFE REFUGE DUNE RIDGE RESTORATION
IFB 15-016/JW

Addendum No. 2
Answers to Contractor Questions
June 25, 2015

Q1. Sheet 1 of the drawings outlines certain access points, roads, levees, etc. These areas are also noted on Sheet 1003, Sheet 1004, 1006, 1008, 1011 1012, 1013 and 1015. From our knowledge of the site and limited access, the only landward access areas available from the north are Perkins Levee and White's Levee. The other levees and/or access areas noted are either unavailable or remnants of previous access routes. Please clarify if there are any other landward access areas available from the north?

A. Access from the northern portion of the Refuge (along the GIWW) is restricted to Perkins and White's Levees only.

Q2. In regard to Question 1, beach access to the work site for personnel and fuel supply have been highly dependent on high tide elevations and conditions of the beach itself. Also, creating a path on the high beach/grass areas for access has been prohibited to date. Will any other access areas from or along the beach be made available?

A. No additional access areas or routes are planned at this time. The Contractor will need to coordinate additional access and/or travel corridors with Owners /Refuge management.

Q3. When accessing the work areas from approved levees and/or the beach access points, are there certain procedures required for creating access across grass/wetland areas? Currently there are restrictions on the number of access areas which are perpendicular from the beach to the berm template.

A. See previous question.

Q4. Is there an equipment, material or office staging areas designated and available at the west end of the project area? Are fuel storage areas available as well?

A. Please see Section 01 50 00 – CONSTRUCTION FACILITIES, Paragraph 3.13 Access to Work Area. TX DOT is aware of the potential desire to use their ROW adjacent to the SH 124/87 interchange as a secured contractor staging area.

Q5. In Section 01 50 00 Construction Facilities, Paragraph 3.3 SPECIAL CONTROLS, SubParagraph 3.3.1, it states "Surface water will not be allowed to accumulate in excavations. The Contractor shall dispose of surface and subsurface water in accordance with local regulations and Section 01 35 40 – ENVIRONMENTAL MANAGEMENT.". Based on the fact that over 67 inches of rain has fallen over the course of the current project and that there is no surface drainage that exists at the site so water only leaves the site by evaporation, it will be difficult to prevent ponding and

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high accumulations of water in open borrow areas, berm template areas, access areas and the general work template. Will the contractor be allowed to address their field management alternatives to moving water in and around the work areas in the Dewatering Work Plan (i.e., size and number of water pumps, water discharge methods and locations, pipe routes, constructing diversion ditches, small berms, etc.)?

A. The Contractor will be allowed to address field management alternatives to moving water in and around the work areas in the Dewatering Work Plan (SD-01) within the limits of the permit and local requirements, and provided any temporary measures are removed when the site is restored following completion of the section. The Engineer expects that the Contractor will make a good faith effort to keep the immediate work area, including any borrow areas which are actively being excavated, free of accumulated water.

Q6. In Section 31 23 00 – Excavation and Fill, paragraph 3.6 STOCKPILES, it states that surface areas will be sealed using rubber-tired equipment. Anticipating that saturated conditions will continue within designated borrow areas, the practical use of any rubber-tired equipment is highly unlikely. Is an alternate method using tracked equipment acceptable?

A. Yes.

Q7. For sand fence materials, would materials consisting of wooden sand fence slats, 48” tall, 3/8” thick, 1 1/2” wide with spacing of 2 1/4” apart, give or take 1/4” variance be acceptable? The materials stated in the current specifications appear to be a specialty made product. If the Engineer knows of sources for the specified materials, we respectfully request the vendor information so that material quotes can be obtained.

A. Yes, the proposed sand fence materials are acceptable.

Q8. On the drawings and profiles included, the borrow areas vary in width from 75 feet to 82 feet. With this variance, will the alignment of the silt fence include maintaining the 20 feet buffer between the landward edge of the borrow area and the silt fence alignment? If so, the silt fence alignment will move landward and seaward in various locations depending on the width of each borrow area. Is this correct or will the buffer zone between the landward edge of the borrow area and silt fence be reduced to maintain a consistent, straight silt fence alignment?

A. The permitted construction zone extends 20 ft. from the intersection of the borrow area slope with the +2.0 NAVD 88 contour; this corresponds to a straight silt fence alignment. All borrow areas are uniform in bottom width and slope, the difference in overall width is incurred in borrow areas where the natural grade is above +2.0. Equivalently, the permitted construction zone extends 191 ft. landward of the clay berm’s seaward toe at the +2.0 ft. contour, denoted as the station line in the contract drawings. CAD drawing files will be provided to the contractor for alignment purposes. The dimensions specified are the maximum permitted construction zone and may be reduced upon request by the Contractor.

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Q9. Under the bid line items section 31 23 00 – Excavation & Fill, Items 312300-2, 312300-3 and 312300-4, are these specific areas required to be surveyed before and after for measurement and payment purposes?

A. No measurement for work of Items 312300-2, 312300-3 and 312300-4, will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

Please also see Addendum #3: SECTION 01 22 00 - MEASUREMENT AND PAYMENT

Q10. In the section entitled, General Terms and Conditions of Bidding and Terms of Contract, Item No. 7.4 Builder's Risk Policy; is this type of coverage applicable to this project since it is in a marsh and subject to natural forces of erosion, etc.?

A. A Builder's Risk Policy is not applicable to this project, as there is no structural construction involved.

JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT

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ADDENDUM TO IFB

IFB Number: IFB 15-016/JW

IFB Title: McFaddin National Wildlife Refuge Dune Restoration

IFB Due: **11:00 am CDT, Tuesday, June 30, 2015**

Addendum No.: 3

Issued (Date): June 25, 2015

TO BIDDER: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed proposals to have been proffered in recognition and consideration of the entire IFB package – **including all addenda.** For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed proposal.** If the Proposal has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and Opening Date and Time, as stated above.

Reason for Issuance of this addendum: Technical Specifications

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

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

ATTEST:

_____
Authorized Signature (Bidder)

_____
Witness

_____
Title of Person Signing Above

_____
Witness

_____
Typed Name of Business or Individual

Approved by ____ Date: _____

_____
Address

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JEFFERSON COUNTY
MCFADDIN NATIONAL WILDLIFE REFUGE DUNE RIDGE RESTORATION
IFB 15-016/JW

Addendum No. 3
Technical Specifications Section 01 22 00
June 25, 2015

SECTION 01 22 00
MEASUREMENT AND PAYMENT

Part 1. GENERAL

1.1 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the Schedule of Quantities and Prices and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.1.1 Mobilization and Demobilization

1.1.1.1 Payment

Payment will be made for costs associated with Mobilization and Demobilization, as proposed by Contractor for Bid Item No. 017113-1 on the submitted Schedule of Quantities and Prices. If additive alternative items are selected, payment will be made for costs associated with Mobilization and Demobilization, as proposed by Contractor for Bid Item No. 017113-2 through 4 on the submitted Schedule of Quantities and Prices. The total cost for mobilization and demobilization shall include, but is not limited to all necessary equipment, machinery, materials, vehicles, and personnel for completion of work described in the Contract Documents. The total price shall not exceed 10% of the total project cost.

1.1.1.2 Measurement

No measurement for work of this Section will be made.

1.1.1.3 Unit of Measure

Unit of measure: Lump Sum.

1.1.2 Post Construction Site Restoration

1.1.2.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. 310000-2. This price includes all costs associated with work done to restore the site and borrow areas to transition with natural conditions including but not limited to replacement of stockpiled on-site topsoil or unused berm material on the landward side of the berm or within the borrow areas as indicated and

minimization of construction impacts within the project area.

1.1.2.2 Measurement

No measurement for work of this Section will be made within the project boundaries identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.1.2.3 Unit of Measure

Unit of measure: LS

1.2 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed on the Contractor Proposal Form and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.2.1 Silt Fence

1.2.1.1 Payment

Payment for work of this Section will be based on the quantities and unit price proposed by Contractor for Items No. 013540-1 and No. 013540-2. Payment for all work required for Environmental BMP's shall be considered subsidiary to work required under this Bid Item.

This payment shall constitute full compensation for all labor, materials, tools, equipment and other items as necessary to complete required for work as described in these Contract Documents. Maintenance and upkeep throughout construction operations are considered subsidiary to work under this section. The price for Item No. 013540-2 includes the removal of approximately 10 miles of sand fence that was abandoned in place following a previous construction project on the Refuge in addition to the project specific installation work covered in Item No. 013540-1.

1.2.1.2 Measurement

Measurement of work will be based on the lengths indicated in the Contract Drawings without regard to any overages as may be part of construction means and methods.

1.2.1.3 Unit of Measure

Unit of measure: Linear Feet.

1.2.2 Clearing and Grubbing

1.2.2.1 Payment

All work required for work of this Section will based on the quantities and unit price proposed by Contractor for Item No. 311100-1, in the Schedule of Quantities and Prices.

This price includes all cost associated with clearing and grubbing work required for

construction of the berm and borrow areas. All material excavated either from borrow area or stripping at berm must remain within the project foot print, as described in these Contract Documents.

1.2.2.2 Measurement

Measurement of work will be based on the berm and borrow area footprints as indicated in the Drawings without regard to any overages as may be part of construction means and methods.

1.2.2.3 Unit of Measure

Unit of measure: Square Yards.

1.2.3 Excavation and Fill

1.2.3.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. 312300-1.

This price includes all cost associated with all earth work required for construction of structure from elevation +2 ft NAVD88 to lines and grades, as designated in the Contract Drawings.

1.2.3.2 Measurement

Measurement of work will be based on the length of berm constructed without regard to any overages as may be part of construction means or methods.

1.2.3.3 Unit of Measure

Unit of measure: Linear Feet.

1.2.4 Select Embankment Fill

1.2.4.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. 312300-2. This price includes all cost associated with all select fill earth work within the project area required for construction below +2 ft NAVD88, as designated in the Contract Drawings.

1.2.4.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.4.3 Unit of Measure

Unit of measure: Cubic Yards.

1.2.5 Excavate Existing Berm for Installation of Impoundment Relief

1.2.5.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. 312300-3. This price includes all costs associated with excavating the existing berm to the lines and grades shown in the Contract Drawings for installation of the impoundment relief (above +2 feet NAVD88) and transport and placement of the excavated material in ENGINEER approved on-site areas within the project boundaries. The price excludes excavation of the natural grade associated with the installation of the impoundment relief sill and end treatment key which is covered in a separate item.

1.2.5.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, Quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.5.3 Unit of Measure

Unit of measure: Cubic Yards.

1.2.6 Excavation of Impoundment Relief Sill

1.2.6.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. 312300-4. This price includes all costs associated with excavating the natural grade to the lines and grades shown in the Contract Drawings for installation of the impoundment relief sill and riprap end treatment key (below +2 feet NAVD88) and transport and placement of the excavated material in ENGINEER approved on-site areas.

1.2.6.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.6.3 Unit of Measure

Unit of measure: Cubic Yards.

1.2.7 Overburden Fill at Impoundment Relief

1.2.7.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. 310000-1. This price includes all costs associated with transport and placement of overburden to the lines and grades within the drainage areas or berm intersections with existing borrow pits shown on the Contract Drawings.

1.2.7.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, Quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.7.3 Unit of Measure

Unit of measure: Cubic Yards.

1.2.8 Flexible Base

1.2.8.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. S247-1. This price includes all costs associated with transport and installation of Type A, Grade 2 Flexible Base per TxDOT specifications where new berm construction intersects existing levees or access roads to the lines and grades shown on the Contract Drawings.

1.2.8.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.8.3 Unit of Measure

Unit of measure: Cubic Yards.

1.2.9 Riprap

1.2.9.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. S432-1. This price includes all costs associated with transport, handling and installation of geotextile fabric and Protection Stone riprap per TXDOT specifications to the lines and grades of the impoundment sills identified in the Contract Drawings.

1.2.9.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.9.3 Unit of Measure

Unit of measure: CY

1.2.10 Weir, HDPE Pipe, and Sediment Mat

1.2.10.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item 332500-1. This price includes all costs associated with materials, transport, handling, installation, and excavation and backfill to lines and grades within the installation area of the weirs structures and corresponding drainage ditch. Materials may include but are not limited to the weir box, boards, HDPE pipe, soil stabilization mats, anchors, and associated fitting.

1.2.10.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.10.3 Unit of Measure

Unit of measure: EACH

1.2.11 Sand Fence

1.2.11.1 Payment

All work required for work of this Section will be based on the quantities and unit price proposed by Contractor for Item No. 332500-2. This price includes all costs associated with transport, handling and installation of sand fence.

1.2.11.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.11.3 Unit of Measure

Unit of measure: LF

1.2.12 Timber Bollards

1.2.12.1 Payment

All work required for work of this Section will be based on the quantities and unit price

proposed by Contractor for Item No. 332500-3. This price includes all costs associated with transport, handling and installation of timber bollards.

1.2.12.2 Measurement

No measurement for work of this Section will be made within the stations identified on the Contract Drawings. Unless otherwise requested by Contractor, quantities will be assumed to be those estimated for bidding purposes within the stations identified in the Contract Drawings. Measurement and payment for work outside of the designated stations shall be according to terms of a change order.

1.2.12.3 Unit of Measure

Unit of measure: EACH

Part 2. PART 2 PRODUCTS

Not Used

Part 3. PART 3 EXECUTION

Not Used

END OF SECTION 01 22 00

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE

MCFADDIN NWR DUNE RESTORATION
JEFFERSON COUNTY, TEXAS

5/19/2015

STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

exp. 9-30-15

TECHNICAL SPECIFICATIONS
MAY 19, 2015

LJA Engineering, Inc.

100% SUBMITTAL – REVISION 1

TGLO CONTRACT NO. 12-403-014 W.O. NO. 6822

IKE DISASTER RECOVERY - ROUND 2.2 FUNDING

PROJECT 21226

JEFFERSON COUNTY IFB 15-016/JW

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

TECHNICAL SPECIFICATIONS AND DRAWINGS
NOTICE OF REVISIONS

Part 1. GENERAL

1.1 REVISION 1

1.1.1. Berm Length

Berm has been extended from 24,060 linear feet, to 34,200 linear feet to tie into the existing berm at station 445+00, which is located directly west of White's Levee. The corresponding approximate berm quantity and footprint area increased to 121,600 cubic yards and 28.3 acres, respectively. This change has affected quantities for base bid items:

013540-1 Install Silt Fence
311100-1 Light to Medium Grubbing
312300-1 Berm Fill Above +2 ft (NAVD) to Lines and Grades
312300-2 Select Fill to Raise Natural Grade to +2 ft (NAVD) at Berm

1.1.2 Borrow Areas

Nine (9) additional borrow areas have been provided as listed below:

	NAME	BEGIN STA	END STA	LENGTH (L.F.)	VOLUME (C.Y.)	AREA (ACRES)
i.	BA#101	345+34	353+34	800	4,180	1.38
ii.	BA#102	356+34	364+34	800	4,156	1.38
iii.	BA#103	367+34	375+34	800	4,180	1.38
iv.	BA#104	378+34	386+34	800	4,156	1.38
v.	BA#105	389+34	394+68	534	2,817	0.92
vi.	BA#106	397+13	406+13	900	4,491	1.55
vii.	BA#107	409+45	414+73	529	2,955	0.91
viii.	BA#108	420+42	428+13	771	3,751	1.33
ix.	BA#109	431+33	445+06	1373	7,698	2.36

1.1.2 Surface Preparation Methods, Compaction Methodology and Density Testing

Alternative compaction methods have been approved and described in Section 31 00 00 EARTHWORK and Section 31 23 00 EXCAVATION AND FILL. Alternatives to the previously specified density requirements have been described in Section 31 23 00 EXCAVATION AND FILL. The requirement to scarify all surface materials to a depth of 6" has been removed.

These changes have been made, due to acquired knowledge and onsite experience since the first issue of this document.

1.1.3 Sprigging

Sprigging has been removed from the contract.

1.1.4 Sand Fill

Berm cover with imported sand fill has been removed from the contract.

Sand fill of impoundment relief channels has been replaced by overburden fill to lines and grades shown on construction drawings. Discussed as a part of Section 31 00 00 EARTHWORK.

1.1.5 Additive Alternates

Enhancements to the clay berm have been added to the contract as Additive Alternatives. These enhancements include drainage along the berm for minor storms and tidal events via weirs installed along the seaward toe of the berm at various intervals. Barrier gates and timber bollard have been added to restrict pedestrian and vehicular access along specific levees. Sand fence has been added to increase natural sedimentation. These enhancements are discussed in Section 31 25 00 EROSION AND SEDIMENTATION CONTROL. These features have been added to the specification as additive alternative items; one of which, or a combination of these items may be implemented.

Part 2. PRODUCTS
Not used.

Part 3. EXECUTION
Not used.

END OF SECTION 01 00 00

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

SECTION 01 00 00
SPECIAL CONDITIONS

PART 1. GENERAL

1.1 SITE PHYSICAL DATA

Information furnished below is for the Contractor's review. However, it is expressly understood that the Owner and Engineer are not responsible for any interpretation or conclusion drawn there from by the Contractor. The Owner and Engineer also are not responsible for any lack of information herein pertaining to physical conditions at the site. The Contractor shall make every effort possible to familiarize himself with and research the conditions to be expected at the site.

1.1.1 Tidal Conditions:

Under ordinary conditions, the tidal range is about 1.09 ft. However, the height of tide is largely dependent on the force, direction, and duration of the wind, and other atmospheric conditions experienced during adverse weather.

1.1.2 Groundwater:

Subsurface groundwater conditions and elevations may change. Changes in groundwater elevations shall not be just cause for increased compensation.

1.2 PROTECTION OF SITE

The Contractor is notified that construction will occur adjacent to active public recreational facilities, private property, and environmentally sensitive areas. The Contractor is hereby notified that adverse working conditions may exist, and the necessary allowances and precautions shall be made to avoid damaging public and private property and vegetation of adjacent property. Unauthorized damage to any existing roadways, utilities, building facilities, structures, or plant life shall be repaired by the Contractor at no expense to the Owner. All work shall be within the project boundary described in the Contract Documents.

The Contractor shall protect all vegetation adjacent to the construction site. If Contractor's work will require removal or destruction of vegetation, the Contractor shall obtain approval of Owner prior to removal. The Contractor shall be held liable for removal of vegetation without Owner's prior approval.

The drawings show the locations of all known surface structures pertinent to the work. The locations of surface and subsurface features shown on the drawings are not exact. In the case of underground or underwater obstructions such as existing water, sewer, storm sewer, gas, electrical lines, piling, debris, or partial structures that are not shown on the drawings, their location is not guaranteed.

The Owner assumes no responsibility for failure to show any or all these structures on the drawings or to show them in their exact location. Failure to show these in the Contract Documents will not be considered sufficient basis for claims for additional compensation for extra work in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special work for which no provision is made.

It is assumed that as elsewhere provided the Contractor has thoroughly inspected the site, is informed as to the correct location of surface structures, has included the cost of such incidental work in the proposal, and has considered and allowed for all foreseeable incidental work due to variable subsurface conditions, whether such conditions and such work are fully and properly described on the drawings or not. Minor changes and variations of the work specified and shown on the drawings

shall be expected by the Contractor and allowed for as incidental to the satisfactory completion of a whole and functioning work or improvement.

1.3 UNDERGROUND OBSTACLES

Pipelines and/or other existing underground installations and structures in the vicinity of the work may be present. The Contractor shall make every effort to locate all underground obstacles and/or pipelines by prospecting in advance of all trench excavation. Any damage to pipelines, including any resulting environmental contamination, caused by the construction activities shall be repaired/cleaned-up by the Contractor. Any delay or extra cost to the Contractor shall not constitute a claim for extra work, additional payment, or damages.

1.4 CUTTING AND PATCHING

Where indicated in the Contract Documents, this project requires cutting into existing construction for the performance of the work and requires subsequent fitting and patching to restore the existing work to original condition.

1.4.1 Utilities:

Contractor shall not cut or patch utilities until all necessary approvals and coordination requirements are accomplished.

Before cutting services that are to remain permanently or temporarily in service, Contractor shall provide bypass system as necessary to maintain service.

After bypass and cutting, Contractor shall cap, valve or plug and tightly seal remaining portion of service piping or conduit to prevent entrance of moisture and foreign matter.

1.4.2 Removing and Replacing Pavement:

Unless otherwise directed by the Engineer, the Contractor shall saw cut to remove pavement. The Contractor shall not cut or patch pavement in a manner that would result in a reduction of load-carrying capacity. The Contractor shall replace all pavements, driveways, sidewalks, and curb and gutters with like or better pavement sections.

1.4.3 Inspection:

Before cutting, Contractor shall examine items to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, Contractor shall take corrective action before proceeding with the work.

Contractor shall meet at the work site with all trades involved in cutting and patching. Contractor shall review areas of potential interference and conflict between the various trades and shall coordinate layout of the work and resolve potential conflicts before proceeding with the work.

1.5 PHASED COMPLETION

Contractor may propose a phased approach for Substantial Completion Inspections at a frequency no greater than one per month.

END OF SECTION 01 00 00

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

SECTION 01 10 00
SUMMARY OF WORK

Part 1. GENERAL

1.1 DEFINITIONS

Definitions pertaining to sustainable development are as defined in ASTM E2114, Section 01 35 40.00 20 ENVIRONMENTAL MANAGEMENT and as specified.

1.1.1 "Environmentally preferable products" have a lesser or reduced effect on the environment in comparison to conventional products and services. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

1.1.2 "Sustainability" is the balance of environmental, economic, and societal considerations.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

1.2.1 Project Description

The Contractor shall provide labor, equipment, supplies, and materials to perform all operations in connection with excavating, transporting, placing and grading, as indicated on the Drawings and specified herein.

1.2.2 Location

The project site is located at the McFaddin National Wildlife Refuge, Jefferson County, Texas. It is located along the Gulf of Mexico coastline between Sabine Pass and High Island.

1.2.3 Construction Access

Access to the project Site is via SH 87 through Sabine Pass to the eastern section of the refuge. Additionally, access is available from High Island at the western end of the refuge.

Contractor activities, including travel to and from paved roads, are confined to the indicated project area which in general does not include the beach. Specific access to the beach or Gulf of Mexico may be coordinated with the ENGINEER consistent with permit requirements.

The ENGINEER shall have unlimited access to the project work site including, but not limited to: all equipment, staging areas and work areas until final project closeout. For any equipment not easily accessible, the Contractor shall be required to furnish, at the request of the ENGINEER or Owner, suitable transportation to and from the various project areas, as required in the Contract Documents.

The ENGINEER or his representative is to have free access to the materials and the work at all times for laying out, measuring and inspecting and the Contractor is to afford him all necessary facilities, transportation and assistance for doing so. Should the Contractor refuse, neglect or delay compliance with these requirements, the specific facilities may be furnished and maintained by the ENGINEER and the cost thereof will be deducted from any amounts due or to become due the Contractor.

1.2.4 Project Site Conditions

It is the Contractor’s responsibility to familiarize themselves with the project site prior to bidding, and to verify satisfaction as to the accuracy of the information provided. The information depicted on the site plans represents the results of surveys made on the dates indicated on the plans and can only be considered as indicating the general conditions existing at that time.

1.2.5 Owner Obtained Permits

USACE Individual Permit

USFWS Special Use Permit

1.2.6 Contractor Obtained Permits

Any necessary permits not mentioned previously shall be the responsibility of the Contractor.

The Contractor shall make application for and pay for any necessary building/construction permits, material hauling permits, permit fees, temporary or permanent utility interruptions and relocations fees, and any other permits required for project completion.

1.2.7 Correspondence

All correspondence to the Engineer is preferred to be sent via email, otherwise, all mail pertinent to the Work shall be sent by express mail, unless delivery by regular mail can be accomplished within three (3) days or by facsimile transmission followed by regular mail of the original copies. Receipt of such mail will be promptly acknowledged when acknowledgment is requested. Address all correspondence in duplicate to:

Attn: W. L. "Bill" Worsham, PE
LJA Engineering, Inc.
5316 Hwy 290 W., Suite 150
Austin, TX 78735
bworsham@ljaengineering.com

1.3 CONTRACT DRAWINGS

The following drawings accompany this specification and are a part thereof:

Drawing No. 395-1003-CST, Sheets 1000 through 1026

An electronic copy of contract drawings, maps, and specifications will be furnished to the Contractor. Upon request, two (2) sets of full size contract drawings, maps, and specifications will be furnished to the Contractor without charge. Reference publications will not be furnished.

Contractor shall immediately check furnished drawings and notify the ENGINEER of any discrepancies.

1.4 WORK RESCHEDULING

The Contractor shall notify the ENGINEER 48 hours prior to (or as soon as practical) any change in construction activities, project schedule, and for any occurrences that modify or change field work.

1.5 PROJECT ENVIRONMENTAL GOALS

The overall goal for design, construction, and operation is to produce a project that meets the functional program needs and incorporates the principles of sustainability. Specifically:

1.5.1 Preserve and restore the site ecosystem and biodiversity; avoid site degradation and erosion. Minimize offsite environmental impact.

1.5.2 Use the minimum amount of energy, water, and materials feasible to meet the design intent. Select energy and water efficient equipment and strategies.

1.5.3 Use environmentally preferable products and decrease toxicity level of materials used.

1.5.4 Use renewable energy and material resources.

1.5.5 Optimize operational performance (through commissioning efforts) in order to ensure energy efficient equipment operates as intended.

1.5.6 Manage construction site and storage of materials to ensure no negative impact.

1.5.7 Reduce construction waste through reuse, recycling, and supplier take-back.

1.6 OCCUPANCY OF PREMISES

Before work is started, the Contractor shall arrange with the ENGINEER a sequence of procedure, means of access, space for storage of materials and equipment, and use of approaches, and corridors.

1.7 EXISTING WORK

In addition to "FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements":

1.7.1 Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.

1.7.2 Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the ENGINEER. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.

1.8 ON-SITE PERMITS

1.8.1 Utility Outage Requests and Utility Connection Requests

The Contractor shall verify the elevations of existing piping, utilities, and any type of underground obstruction not indicated or specified to be removed

1.8.2 Borrow, Excavation, Welding, and Burning Permits

Permits shall be posted at a conspicuous location in the construction area.

BURNING OF TRASH OR RUBBISH IS NOT PERMITTED AT THE PROJECT SITE.

1.9 LOCATION OF UNDERGROUND FACILITIES

Verify the elevations of existing piping, utilities, and any type of underground (or encased) obstruction not indicated to be specified or removed but indicated or discovered during scanning in locations to be traversed by piping, ducts, and other work to be conducted or installed.

1.10 Notification Prior to Excavation

Notify the ENGINEER at least 48 hours prior to starting excavation work. Contractor is responsible for marking and verifying all utilities not marked.

1.11 SALVAGE MATERIAL AND EQUIPMENT

Unless otherwise specified, all salvaged items shall remain the property of the Contractor.

The salvaged property shall be segregated, itemized, delivered, and removed from the construction site at the Contractor’s expense.

Contractor shall maintain property control records for material or equipment designated as salvage. Contractor's system of property control may be used if approved by the ENGINEER. All salvaged items shall be removed from the project site prior to final project closeout.

Part 2. PART 2 PRODUCTS

Not used.

Part 3. PART 3 EXECUTION

Not used.

END OF SECTION 01 10 00

MCFADDIN NATIONAL WIDLIFE REFUGE
DUNE RESTORATION

SECTION 01 31 00
PROJECT SCHEDULE

Part 1. GENERAL

1.1 DESCRIPTION

1.1.1 Scope:

This section covers the construction project schedule requirements, submittals of project schedule, and required completion date.

1.2 PROJECT SCHEDULE

The Work shall commence within ten (10) calendar days after the date written notice to do so has been issued. The Work shall be substantially completed WITHIN 240 CONSECUTIVE CALENDAR DAYS and completed WITHIN 260 CONSECUTIVE CALENDAR DAYS from Notice to Proceed unless otherwise directed by the ENGINEER.

1.3 CONSTRUCTION SCHEDULE

WITHIN FIVE DAYS after issuance of the Notice to Proceed, the Contractor shall submit, for review by the ENGINEER, a Construction schedule for all components of the construction operations.

Part 2. PRODUCTS

Not applicable.

Part 3. EXECUTION

Not applicable.

END OF SECTION 01 31 00

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

SECTION 01 33 00
SUBMITTALS PROCEDURES

Part 1. GENERAL

1.1 SUMMARY

The Engineer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections of the Technical Specifications.

Units of weights and measures used on all submittals are to be the same as those used in the Contract Documents.

Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals.

Submittals requiring ENGINEER’S approval are to be scheduled and made prior to the acquisition of the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.2 SUBMITTAL PROCEDURES

Materials furnished by the Contractor shall not be incorporated into construction before review by the ENGINEER, except as specified herein.

Materials shall be submitted for review in the manner specified herein and under the applicable specific technical provisions. The methods of review may include submission of samples, shop drawings (including stock prints), catalogs (including cuts and descriptive literature), schedules, certificates, or field inspection. All materials for which no specific method of review is specified shall be subject to field inspection and review.

The Contractor shall certify on all submittals that the material being proposed conforms to Contract requirements. The Contractor shall present all materials for each specification section at the same time as one submittal, titled with project title and contract number. Incomplete submittals and submittals with inadequate data will be rejected.

The following detailed instructions include various methods of material review that shall be followed in submitting requests for review. Review will be made by returning one copy appropriately stamped and signed. Items returned stamped "Conforms to Design Concept" or "Conforms to Design Concept With Revisions As Noted" shall be considered as adequate to incorporate into the construction. Should the Contractor desire the return of more than one copy, photocopy reproductions or ammonia prints will be returned in the additional number desired, up to three copies.

Review time: All requests for material review shall be submitted in sufficient time so as not to delay the progress of the work, allowing five days after receipt by the Engineer for review.

Mailing address: Unless specified elsewhere, all requests for materials review shall be forwarded in duplicate to:

Attn: Bill Worsham, PE
LJA Engineering, Inc
5316 Highway 290 West, Suite 150
Austin, TX 78735
bworsham@ljaengineering.com

Requests shall be accompanied by a transmittal letter from the Contractor stating that the items of material submitted are the Contractor's selection for construction under the Contract and requesting review. Additionally, the Contractor shall forward to the Engineer one copy of the transmittal letter and one copy of the submittal data.

1.3 DEFINITIONS

1.3.1 Submittal Descriptions

Submittals requirements are specified in the technical sections. Submittals are identified by Submittal Description (SD) numbers and titles as follows:

SD-01 Preconstruction Submittals

Submittals which are required prior to start of construction (work) issuance of contract notice to proceed or commencing work on site or the start of the next major phase of the construction on a multi-phase contract, includes schedules, tabular list of data, or tabular list including location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

- Certificates of insurance
- Surety bonds
- List of proposed Subcontractors
- List of proposed products
- Construction Progress Schedule
- Submittal register
- Schedule of prices
- Health and safety plan
- Work plan
- Quality Control (QC) plan
- Environmental protection plan

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Design calculations, mix designs, analyses or other data pertaining to a part of work.

Design submittals, design substantiation submittals and extensions of design submittals.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

- Investigation reports.
- Daily logs and checklists.
- Final acceptance test and operational test procedure.

SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

- Confined space entry permits.
- Text of posted operating instructions.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and (MSDS) concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.

- Factory test reports.

SD-10 Operation and Maintenance Data

Data that is furnished by the manufacturer, or the system provider, to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

This data is intended to be incorporated in an operations and maintenance manual or control system.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Special requirements necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

1.4 SUBMITTALS

Submit the following in accordance with this section.

SD-01 Preconstruction Submittals

Submittal Register

1.5 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.5.1 Engineer Approved

Engineer approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Engineer. Approval is required for any deviations from the Contract Documents or Accepted Proposal and other items as designated by the Engineer. Within the terms of the Contract Clause entitled, "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.5.2 Conformance Review of Design (CR)

Review will be only for conformance with the applicable codes, standards and contract

requirements. Generally, design submittals should be identified as SD-05 Design Data submittals.

1.5.3 Substitutions

Unless prohibited or provided for otherwise elsewhere in the Contract, where the accepted contract proposal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, and the Contractor desires to substitute manufacturer or model after award, submit a requested substitution for Engineer concurrence. Include substantiation identifying information as meeting the contract requirements and that it is equal in function, performance, quality and salient features to that in the accepted contract proposal. If the Contract otherwise prohibits substitutions of equal named products, systems, materials or equipment by manufacturer, brand name and/or by model number or other specific identification, the request is considered a "variation" to the contract. Variations are discussed below in paragraphs: "Engineer Approved" and "VARIATIONS"

1.5.4 Engineer Approved

In addition to the above stated requirements for proposed deviations to the accepted design, Engineer Approval and, where applicable, a contract modification are required before the Contractor is authorized to proceed with material acquisition or installation for any proposed variation to the contract (the solicitation and/or the accepted proposal), which constitutes a change to the contract terms. Within the terms of the Contract Clause entitled, "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Engineer reserves the right to accept or reject any such proposed deviation at its discretion.

1.6 FORWARDING SUBMITTALS REQUIRING ENGINEER APPROVAL

1.6.1 Submittals Required from the Contractor

As soon as practicable after award of contract, and before procurement of fabrication, forward to submittals required in the technical sections of this specification, including shop drawings, product data and samples. One copy of the transmittal form for all submittals shall be forwarded to the ENGINEER.

ENGINEER will review and approve those submittals to verify submittals comply with the contract requirements.

1.6.2 Shop Drawing Submittals

Submittals may be provided for review via electronic delivery methods as appropriate. All costs associated with the regular mail service, courier service, overnight express mail service or other delivery methods shall be borne by the construction Contractor. Costs associated with the delivery of submittals related to proposed submittal variances of resubmittals necessary as a result of noncompliant or incomplete Contractor submittals shall be the responsibility of the Contractor.

1.7 PREPARATION

1.7.1 Transmittal Form

Transmit each submittal, except sample installations and sample panels to ENGINEER. Transmit submittals with transmittal form standard for project. On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by

transmittal form and required in paragraph entitled, "Identifying Submittals," of this section.

1.7.2 Identifying Submittals

When submittals are provided by a Subcontractor, the Prime Contractor is to prepare, review and stamp with Contractor's approval all specified submittals prior to submitting for ENGINEER approval.

Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- Project title and location.
- Construction contract number.
- Date of the drawings and revisions.
- Name, address, and telephone number of subcontractor, supplier, manufacturer and any other subcontractor associated with the submittal.
- Section number of the specification section by which submittal is required.
- Submittal description (SD) number of each component of submittal.

When a resubmission, add alphabetic suffix on submittal description, for example, submittal 18 would become 18A, to indicate resubmission.

- Product identification and location in project.

1.7.3 Format for SD-02 Shop Drawings

Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required. Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.

Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.

Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled, "Identifying Submittals," of this section.

Number drawings in a logical sequence. Contractors may use their own number system, but they shall clearly indicate the corresponding Sheet Number of the Contract Drawings. Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block. Place the contract number in the margin, immediately below the title block, for each drawing.

Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.

Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.

1.7.4 Format of SD-03 Product Data and SD-08 Manufacturer's Instructions

Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.

Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.

Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of SD-07 Certificates.

Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Also include applicable federal, military, industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, submit as specified for SD-07 Certificates.

Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), Association of Edison Illuminating Companies (AEIC), and American Wood Preservation Association (AWPA) submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the ENGINEER. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of construction effort.

Submit manufacturer's instructions prior to installation.

1.7.5 Format of SD-04 Samples

Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:

Sample of Equipment or Device: Full size.

Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.

Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.

Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.

Sample of Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.

Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.

Sample Panel: 4 by 4 feet.

Sample Installation: 100 square feet.

Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.

Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples are to be in undamaged condition at time of use.

Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean up of project.

1.7.6 Format of SD-05 Design Data and SD-07 Certificates

Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.

1.7.7 Format of SD-06 Test Reports and SD-09 Manufacturer's Field Reports

Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.

Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.

1.7.8 Format of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals

When submittal includes a document which is to be used in project or become part of project record, other than as a submittal, do not apply Contractor's approval stamp to document, but to a separate sheet accompanying document.

1.8 QUANTITY OF SUBMITTALS

1.8.1 Number of Copies of SD-02 Shop Drawings

Submit two (2) copies of submittals of shop drawings requiring review and approval only by QC organization and two (2) copies of shop drawings requiring review and approval by Engineer.

1.8.2 Number of Copies of SD-03 Product Data and SD-08 Manufacturer's Instructions

Submit in compliance with quantity requirements specified for shop drawings.

1.8.3 Number of Samples SD-04 Samples

Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.

Submit one sample installation, where directed.

Submit one sample of non-solid materials.

1.8.4 Number of Copies SD-05 Design Data and SD-07 Certificates

Submit in compliance with quantity requirements specified for shop drawings.

1.8.5 Number of Copies SD-06 Test Reports and SD-09 Manufacturer's Field Reports

Submit in compliance with quantity and quality requirements specified for shop drawings other than field test results that will be submitted with QC reports.

1.8.6 Number of Copies of SD-01 Preconstruction Submittals and SD-11 Closeout Submittals

Unless otherwise specified, submit two (2) sets of administrative submittals.

1.9 INFORMATION ONLY SUBMITTALS

The ENGINEER reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the ENGINEER from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the ENGINEER or for check testing by the ENGINEER in those instances where the technical specifications so prescribe.

1.10 VARIATIONS

Variations from contract requirements require both OWNER and ENGINEER approval and will be considered where advantageous to OWNER.

1.10.1 Considering Variations

Discussion with ENGINEER prior to submission, will help ensure functional and quality requirements are met and minimize rejections and re-submittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

Specifically point out variations from contract requirements in transmittal letters. Failure to point out deviations may result in the ENGINEER requiring rejection and removal of such work at no additional cost to the OWNER.

1.10.2 Proposing Variations

When proposing variation, deliver written request to the ENGINEER with documentation of the nature and features of the variation and why the variation is desirable and beneficial to OWNER. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

Set forth in writing the reason for any deviations and annotate such deviations on the submittal. The ENGINEER reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.10.3 Warranting That Variations Are Compatible

When delivering a variation for approval, Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.10.4 Review Schedule Is Modified

In addition to normal submittal review period, a period of ten (10) working days will be allowed for consideration by the ENGINEER of submittals with variations.

1.11 SUBMITTAL REGISTER AND DATABASE

Prepare and maintain submittal register, as the work progresses. Use electronic submittal register program furnished by the ENGINEER or any other format. A submittal register

showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. The Engineer will provide the initial submittal register in electronic, thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Engineer.

1.11.1 Action Codes

Entries for the Submittal Register are to be used are as follows (others may be prescribed by Transmittal Form):

Engineer Review Action Codes

"A" - "Approved as submitted"; "Completed"

"B" - "Approved, except as noted on drawings"; "Completed"

"C" - "Approved, resubmission required"; "Resubmit"

"D" - "Returned by correspondence"; "Completed"

"E" - "Disapproved (See attached)"; "Resubmit"

"F" - "Receipt acknowledged"; "Completed"

"G" - "Other (Specify)"; "Resubmit"

"X" - "Receipt acknowledged, does not comply"; "Resubmit"

Contractor Action Codes

NR - Not Received

AN - Approved as noted

A - Approved

RR - Disapproved, Revise, and Resubmit

1.12 SCHEDULING

Within 20 calendar days of Notice to Proceed, provide, for approval by the ENGINEER, the following schedule of submittals:

A schedule of shop drawings and technical submittals required by the specifications and drawings. Indicate the specification or drawing reference requiring the submittal; the material, item, or process for which the submittal is required; the "SD" number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.

A separate schedule of other submittals required under the contract but not listed in the specifications or drawings. Schedule will indicate the contract requirement reference; the type or title of the submittal; the Contractor's anticipated submission date and the approved need date (if approval is required).

1.12.1 Constraints

Conform to provisions of this section, unless explicitly stated otherwise for submittals listed or specified in this contract.

When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, submittal will be returned without review.

Approval of a separate material, product, or component does not imply approval of assembly in which item functions.

1.13 DISAPPROVED (OR REJECTED) SUBMITTALS

Contractor shall make corrections required by the Engineer.

If changes are necessary to submittals, the Contractor shall make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.14 APPROVED (OR ACCEPTED) SUBMITTALS

The Engineer's approval or acceptance of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing and other information are satisfactory and design, general method of construction, materials, detailing and other information appear to meet the Accepted Proposal.

Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work design, dimensions, all design extensions, such as the design of adequate connections and details, etc., and the satisfactory construction of all work.

After submittals have been approved or accepted by the ENGINEER, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.15 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such approval and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor to assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not approved will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. Owner/Engineer reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Engineer/Owner for testing. Samples failing to meet contract requirements will automatically void previous approvals. Contractor to replace such materials or equipment to meet contract requirements.

Approval of the Contractor's samples by the Engineer/Owner does not relieve the Contractor of his responsibilities under the contract.

1.16 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment for materials incorporated in the work will be made if all required or required approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.17 PROGRESS SCHEDULE

1.17.1 Bar Chart

Submit the progress chart, for approval by ENGINEER, at the Preconstruction Conference in one reproducible and 2 copies.

Prepare the progress chart in the form of a bar chart utilizing form "Construction Progress Chart" or comparable format acceptable to the ENGINEER.

Include no less than the following information on the progress chart:

- Break out by major headings for primary work activity.
- A line item break out under each major heading sufficient to track the progress of the work.
- A line item showing contract finalization task which includes punch list, clean-up and demolition, and final construction drawings.
- Separate line items for mobilization and drawing submittal and approval. (These items are to show no associated costs.)

Update the progress schedule in one reproduction every 30 calendar days throughout the contract performance period or upon submittal of payment request.

Part 2. PRODUCTS

Not Used

Part 3. EXECUTION

Not Used

END OF SECTION 01 33 00

MCFADDIN NATIONAL WILDLIFE REFUGE
BEACH RIDGE RESTORATION

SECTION 01 35 26
SAFETY REQUIREMENTS

Part 1. GENERAL

1.1 REFERENCES

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

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE)
- ASSE/SAFE A10.32 (2004) Fall Protection
- ASSE/SAFE A10.34 (2001; R 2005) Protection of the Public on or Adjacent to Construction Sites
- ASSE/SAFE Z359.1 (2007) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME INTERNATIONAL (ASME)
- ASME B30.22 (2010) Articulating Boom Cranes
- ASME B30.3 (2009) Tower Cranes
- ASME B30.5 (2007) Mobile and Locomotive Cranes
- ASME B30.8 (2010) Floating Cranes and Floating Derricks

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)
- NASA NPG 8621.1 (2004a) NASA Mishap Reporting, Investigating and Record Keeping Policy
- NASA NPG 8715.3 (2004) NASA Safety Manual
- NASA-STD 8719.12 (2010) Safety Standard for Explosives, Propellants, and Pyrotechnics

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
- NFPA 10 (2010) Standard for Portable Fire Extinguishers
- NFPA 241 (2009) Standard for Safeguarding Construction, Alteration, and Demolition Operations
- NFPA 306 (2009) Standard for Control of Gas Hazards on Vessels
- NFPA 51B (2009; TIA 09-1) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
- NFPA 70 (2011; TIA 11-1; Errata 2011; TIA 11-2; TIA 11-3; TIA 11-4) National Electrical Code
- NFPA 70E (2012) Standard for Electrical Safety in the Workplace

U.S. ARMY CORPS OF ENGINEERS (USACE)
- EM 385-1-1 (2008; Errata 1-2010; Changes 1-3 2010; Changes 4-6 2011) Safety and Health Requirements Manual

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)
- 10 CFR 20 Standards for Protection Against Radiation
- 29 CFR 1910 Occupational Safety and Health Standards
- 29 CFR 1910.146 Permit-required Confined Spaces
- 29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
- 29 CFR 1919 Gear Certification
- 29 CFR 1926 Safety and Health Regulations for Construction
- 29 CFR 1926.1400 Cranes & Derricks in Construction

29 CFR 1926.16 Rules of Construction
29 CFR 1926.450 Scaffolds
29 CFR 1926.500 Fall Protection
CPL 2.100 (1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

U.S. NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)
NAVFAC P-307 (2009; Change 1 Mar 2011; Change 2 Aug 2011) Management of Weight Handling Equipment

1.2 DEFINITIONS

1.2.1 Competent Person for Fall Protection. A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.

1.2.2 High Visibility Accident. Any mishap which may generate publicity or high visibility.

1.2.3 Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.

1.2.4 Operating Envelope. The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).

1.2.5 Recordable Injuries or Illnesses. Any work-related injury or illness that results in:

1.2.5.1 Death, regardless of the time between the injury and death, or the length of the illness;

1.2.5.2 Days away from work (any time lost after day of injury/illness onset);

1.2.5.3 Restricted work;

1.2.5.4 Transfer to another job;

1.2.5.5 Medical treatment beyond first aid;

1.2.5.6 Loss of consciousness; or

1.2.5.7 A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

1.3 SUBMITTALS

Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Accident Prevention Plan (APP)

Activity Hazard Analysis (AHA)

Crane Critical Lift Plan

Proof of Qualification for Crane Operators

SD-06 Test Reports

Notifications and Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph, "Notifications and Reports."

Accident Reports

Crane Reports

SD-07 Certificates

License Certificates

Submit one copy of each permit/certificate attached to each

Daily Quality Control Report.

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, comply with the most recent edition of USACE EM 385-1-1, and the following federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards to the Engineer for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern.

1.5 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.5.1 Site Safety and Health Officer (SSHO)

1.5.1.1 The SSHO must meet the requirements of EM 385-1-1 section 1 and ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one (1) person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Designated Representative/alternate shall be at the work site to implement and administer the Contractor's safety program and Engineer-accepted Accident Prevention Plan. The SSHO's training, experience, and qualifications shall be as required by EM 385-1-1 paragraph 01.A.17, entitled SITE SAFETY AND HEALTH OFFICER (SSHO), and all associated sub-paragraphs.

1.5.1.2 A Competent Person shall be provided for all of the hazards identified in the Contractor's Safety and Health Program in accordance with the accepted Accident Prevention Plan, and shall be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Engineer for acceptance in consultation with the Safety Office.

1.5.1.3 Contractor Quality Control (QC) Person:

The Contractor Quality Control Person can be the SSHO on this project. The Project Superintendent or other Contractor personnel may act on behalf of the SSHO for a period of no more than thirty (30) days annually, provided that the individual meets the same competency level of the SSHOs, demonstrates the proficiency required, and is approved by the Engineer.

1.5.1.4 Additional Site Safety and Health Officer (SSHO) Requirements and Duties

The SSHO shall have completed the "40 Hour Construction Safety Hazard Awareness Training Course for Contractors".

1.5.1.5 Requirements for all Contractor Jobsite Personnel Holding H-1B or H-2B Visas:

All Contractor jobsite workers holding an H-1B or H-2B visa shall complete a minimum 16 hours of classroom training on the requirements of the latest version of the U.S. Army Corps of Engineers Safety & Health Requirements Manual (EM 385-1-1) prior to their first day on the jobsite to include but not limited to the following topics: Sanitation; Medical and First Aid Requirements; Temporary Facilities; Personal Protective Equipment; Electrical; Hand and Power Tools; Material Handling and Storage; Motor Vehicles; Fall Protection; Work Platforms and Scaffoldings; Demolition; Safe Access, Ladders, Floor & Wall Openings, Stairs and Railing Systems; Excavations and Trenching; and Confined Spaces, prior to reporting to the jobsite.

Submit a list of workers who have completed the training to the Engineer prior to them reporting to the jobsite. Update the list as additional workers are added. Maintain the updated list at the jobsite for review by the Owner's designated authority. Include the qualifications of qualified trainer(s) that provided the training. Personnel who have taken the 40 Hour Construction Safety Hazard Awareness Training Course for Contractors are not required to take the 16 hours of classroom training on the requirements of the latest version of the EM 385-1-1.

The 16 hours classroom training may be provided by the Guam Contractors Association Trades Academy (GCA Trades Academy) or other qualified trainers as outlined in the subpart titled "Qualified Trainer Requirements".

1.5.1.6 Crane Operators

Meet the crane operator's requirements in USACE EM 385-1-1, Section 16 and Appendix I. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacitates of 50,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators). Provide proof of current qualification.

1.5.2 Personnel Duties

1.5.2.1 Site Safety and Health Officer (SSHO)

The SSHO shall:

Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily production report.

Conduct mishap investigations and complete required reports. Maintain the OSHA Form 300 and Daily Production reports for prime and sub-contractors.

Maintain applicable safety reference material on the job site.

Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.

Implement and enforce accepted APPS and AHAs.

Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.

Ensure sub-contractor compliance with safety and health requirements.

Maintain a list of hazardous chemicals on site and their material safety data sheets.

1.5.3 Meetings

1.5.3.1 Preconstruction Conference

Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).

Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Owner's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.

Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance.

1.6 ACCIDENT PREVENTION PLAN (APP)

Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Engineer considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer, the Contractor Quality Control Manager, and any designated CSP or CIH.

Submit the APP to the ENGINEER 15 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the ENGINEER, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the ENGINEER, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the ENGINEER, project superintendent, SSHO and quality control manager. Should any severe hazard exposure, i.e. imminent danger, become evident, stop work in the

area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the ENGINEER within 24 hours of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ASSE/SAFE A10.34,) and the environment.

Copies of the accepted plan will be maintained at the job site. Continuously reviewed and amended the APP, as necessary, throughout the life of the contract. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered.

1.6.1 EM 385-1-1 Contents

In addition to the requirements outlined in Appendix A of USACE EM 385-1-1, the following is required:

1.6.1.1 Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as CSPs, CIHs, STSs, CHSTs. Specify the duties of each position.

1.6.1.2 Qualifications of competent and of qualified persons. As a minimum, designate and submit qualifications of competent persons for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

1.6.1.3 Fall Protection and Prevention (FP&P) Program Documentation. The program documentation shall be site specific and address all fall hazards in the work place and during different phases of construction. Address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A qualified person for fall protection shall prepare and sign the program documentation. Include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Revise the Fall Protection and Prevention Program documentation [every six months] for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. Keep and maintain the accepted Fall Protection and Prevention Program documentation at the job site for the duration of the project. Include the Fall Protection and Prevention Program documentation in the Accident Prevention Plan (APP).

1.6.1.4 The FP&P Plan shall include a Rescue and Evacuation Plan in accordance with USACE EM 385-1-1, Section 21.M. The plan shall include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan in the Fall Protection and Prevention (FP&P) Plan, and as part of the Accident Prevention Plan (APP).

1.6.1.5 Excavation Plan. The safety and health aspects prepared in accordance with Section 31 00 00 EARTHWORK.

1.7 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.8 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Owner has no responsibility to provide emergency medical treatment.

1.9 NOTIFICATIONS AND REPORTS

1.9.1 Accident Notification

Notify the ENGINEER as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000, or any weight handling equipment accident. Within notification include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.).

1.9.2 Accident Reports

Conduct an accident investigation for recordable injuries and illnesses, for Medical Treatment defined in paragraph DEFINITIONS, property damage accidents resulting in at least $20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the applicable

1.9.3 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix I and as specified herein with Daily Reports of Inspections.

1.10 SEVERE STORM PLAN

1.10.1 In the event of a severe storm warning, the Contractor must:

1.10.2 Secure outside equipment and materials and place materials that could be damaged in protected areas.

1.10.3 Check surrounding area, including tops of buildings and equipment, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.

1.10.4 Ensure that temporary erosion controls are adequate.

Part 2. PRODUCTS

Not Used

Part 3. EXECUTION

3.1 CONSTRUCTION AND OTHER WORK

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be carried/available on each person. Mandatory PPE includes:

- Hard Hat
- Appropriate Safety Shoes
- Reflective Vests

3.1.1 Hazardous Material Use

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Engineer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without further approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

3.2 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Ensure that each employee is familiar with and complies with these procedures and USACE EM 385-1-1, Section 12, Control of Hazardous Energy.

3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

3.3.1 Fall Protection Equipment and Systems

Enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, Section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, Paragraphs 21.N through 21.N.04. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M, USACE EM 385-1-1 and ASSE/SAFE A10.32.

3.3.1.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ASSE/SAFE Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a

person to a fall arrest system.

3.3.2 Horizontal Lifelines

Design, install, certify and use under the supervision of a qualified person horizontal lifelines for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

3.3.3 Rescue and Evacuation Procedures

When personal fall arrest systems are used, ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.4 SCAFFOLDING

Provide employees with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access scaffold platforms greater than 20 feet maximum in height by use of a scaffold stair system. Do not use vertical ladders commonly provided by scaffold system manufacturers for accessing scaffold platforms greater than 20 feet maximum in height. The use of an adequate gate is required. Ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Give special care to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Place work platforms on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.5 EQUIPMENT

3.5.1 Material Handling Equipment

3.5.1.1 Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.

3.5.1.2 The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.

3.5.1.3 Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

3.5.2 Weight Handling Equipment

3.5.2.1 Equip cranes and derricks as specified in EM 385-1-1, section 16.

3.5.2.2 Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.

3.5.2.3 Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.

3.5.2.4 Under no circumstance shall a Contractor make a lift at or above 90 percent of the cranes rated capacity in any configuration.

3.5.2.5 When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and follow the requirements of USACE EM 385-1-1 Section 11, NAVFAC P-307 Figure 10-3 and ASME B30.5 or ASME B30.22 as applicable.

3.5.2.6 Do not crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane.

3.5.2.7 Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.

3.5.2.8 All employees must keep clear of loads about to be lifted and of suspended loads.

3.5.2.9 Use cribbing when performing lifts on outriggers.

3.5.2.10 The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.

3.5.2.11 A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.

3.5.2.12 Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by the ENGINEER.

3.5.2.13 Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by the ENGINEER.

3.5.2.14 Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

3.5.3 Equipment and Mechanized Equipment

3.5.3.1 Proof of qualifications for operator shall be kept on the project site for review.

3.5.3.2 Manufacture specifications or owner's manual for the equipment shall be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Incorporate such additional safety precautions or requirements into the AHAs.

3.6 EXCAVATIONS

Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.

3.6.1 Utility Locations

All underground utilities in the work area must be positively identified by a third party, independent, private utility locating company in addition to any station locating service and coordinated with the station utility department.

3.6.2 Utility Location Verification

Physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system.

3.6.3 Utilities Within and Under Concrete, Bituminous Asphalt, and Other Impervious Surfaces

Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location must be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company.

3.7 ELECTRICAL

3.7.1 Portable Extension Cords

Size portable extension cords in accordance with manufacturer ratings for the tool to be powered and protected from damage. Immediately removed from service all damaged extension cords. Portable extension cords shall meet the requirements of EM 385-1-1, NFPA 70E, and OSHA electrical standards.

END OF SECTION 01 35 26

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

SECTION 01 35 40
ENVIRONMENTAL MANAGEMENT

PART 1. GENERAL

This section addresses the prevention of pollution and other environmental damage as the result of construction operations under this contract and for those measures set forth in the Contract Documents. For the purpose of this specification, pollution and other environmental damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of pollution and damage requires consideration of air, water, land and the marine environment and includes management of construction activities, visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants. The Contractor shall fulfill these specifications at the Contractor's expense.

1.1 SCOPE

This section covers all work necessary to comply with the requirements of the Owner and Contractor furnished permits and all applicable Federal, State, and local laws governing this Work and for implementing, installing, and maintaining all required Best Management Practices (BMPs).

1.2 DESCRIPTION OF WORK

In order to comply with the requirements of this Section and the Owner and Contractor furnished construction permits, the Contractor shall:

- Develop and submit a Contractors Erosion and Sedimentation Control Plan (CESCP). The CESCP shall, at a minimum include and address the following:
    - Installation, Maintenance, and Inspection Procedures for SW3P requirements
    - BMP Removal prior to project closeout.

The Contractor shall develop and submit a copy of the CESCP to the Engineer for review WITHIN 10 DAYS prior to the start of any onsite construction activities. The CESCP shall be submitted in accordance with Section 16 of the General Contract Conditions for Construction and Section 01 33 00 SUBMITTAL PROCEDURES.

1.3 REFERENCES

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

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z400.1/Z129.1(2004) Hazardous Industrial Chemicals - Material Safety Data Sheets - Preparation

ASTM INTERNATIONAL (ASTM)

ASTM D4840 (1999; R 2010) Sampling Chain-Of-Custody Procedures

ASTM D5663 (1997; R 2003) Validating Recycled Content in Packaging Paper and Paperboard

ASTM E1991 (2005) Environmental Life Cycle Assessment of Building Materials/Products

ASTM E2114 (2008) Standard Terminology for Sustainability Relative to the Performance of Buildings

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)

ISO 14040 (2006) Environmental Management – Life Cycle Assessment - Principles and Framework

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST BEES 4.0 (2007) Building for Environmental and Economic Sustainability

U.S. DEPARTMENT OF AGRICULTURE (USDA)

Biomass R&D Act (2000) Biomass Research and Development Act

U.S. Farm Bill (2002) U.S. Farm Bill of May 2002

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

NPDES (1972; R 2005) National Pollutant Discharge Elimination System

U.S. GREEN BUILDING COUNCIL (USGBC)

LEED (2002; R 2005) Leadership in Energy and Environmental Design(tm) Green Building Rating System for New Construction (LEED-NC)

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR Protection of Environment

40 CFR 261 Identification and Listing of Hazardous Waste

1.4 DEFINITIONS

Definitions pertaining to sustainable development are as defined in ASTM E2114 and as specified.

1.4.1 "Biobased content" is calculated as the weight of the biobased material divided by the total weight of the product, and is expressed as a percentage by weight.

1.4.2 "Biobased materials" include fuels, chemicals, building materials, or electric power or heat produced from biomass as defined by the Biomass R&D Act. Minimum biobased content shall be as defined in the U.S. Farm Bill.

1.4.3 "Chain-of-custody" is a process whereby a product or material is maintained under the physical possession or control during its entire life cycle.

1.4.4 "Pollution and environmental damage" is caused by the presence of chemical, physical, or biological elements or agents. Human health or welfare is adversely affected; ecological balances are unfavorably altered; the utility of the environment for aesthetic, cultural, or historical purposes degrades.

1.5 PRECONSTRUCTION MEETING

After award of Contract and prior to commencement of the work, the Contractor shall schedule and conduct a meeting with the ENGINEER to discuss the proposed Environmental Protection Plan and to develop a mutual understanding relative to

the details of environmental protection.

1.6 SUBMITTALS

The following shall be submitted in accordance with Section 16 of the General Contract Conditions for Construction and Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan

Contractors Erosion and Sedimentation Control Plan (CESCP)

SD-03 Product Data

Submit documentation indicating percentage of post-industrial and post-consumer recycled content per unit of product. Indicate relative dollar value of recycled content products to total dollar value of products included in project.

SD-06 Test Reports

Field Quality Control Reports

SD-07 Certificates

Environmental Regulatory Requirements

SD-08 Manufacturer's Instructions

Material Safety Data Sheets

SD-11 Closeout Submittals

1.7 ENVIRONMENTAL REGULATORY REQUIREMENTS

1.7.1 Storm water permits

Refer to The Office of Wastewater Management, NPDES Storm Water Program: http://www.epa.gov/npdes/stormwater

1.7.2 Dredge and fill (Section 404) permits

Refer to U.S. EPA Office of Wetlands, Oceans, and Watersheds (OWOW): http://www.epa.gov/owow/

1.7.3 RCRA hazardous and non-hazardous solid waste requirements

Refer to EPA's Office of Solid Waste and Emergency Response: http://www.epa.gov/epaoswer/osw/laws-reg.htm

1.7.4 Oil spill requirements for construction activities

Refer to EPA Oil Program web site: http://www.epa.gov/oilspill/

1.7.5 Polychlorinated Biphenyl (PCB) waste requirements

Refer to EPA's Polychlorinated Biphenyl (PCB) Homepage: http://www.epa.gov/pcb/

1.7.6 Air quality requirements for construction activities

Refer to EPA'S Air Program Mobile Sources Page:
http://www.epa.gov/ebtpages/airmobilesources.html

1.7.7 Asbestos requirements for construction activities

Refer to EPA's Asbestos Management and Regulatory Requirements Website:
http://www.epa.gov/fedsite/cd/asbestos.html

1.7.8 National Environmental Policy Act (NEPA) requirements for construction activities

1.7.9 Endangered Species Act

Refer to The US Fish and Wildlife Service Endangered Species Program:
http://endangered.fws.gov/

1.7.10 National Historic Preservation Act

1.7.11 State Office/Department of Environmental Quality

1.7.12 Local Office/Department of Environmental Quality

1.7.13 The Construction Industry Compliance Assistance Center:

An EPA-sponsored tool providing information on state and federal requirements; http://www.cicacenter.org/index.cfm

1.7.14 The National Environmental Compliance Assistance Clearinghouse:

http://cfpub.epa.gov/clearinghouse/

1.7.15 The Associated General Contractors of America (AGC):

Provides tools to assist with compliance; http://www.agc.org/

The Contractor shall be responsible for knowing federal, state, and local regulatory requirements pertaining to legal disposal of all construction and demolition waste materials. Comply with all applicable regulations and maintain records of permits, licenses, certificates, and other environmental regulatory requirement correspondences.

1.8 ENVIRONMENTAL PROTECTION PLAN

Prepare and submit an Environmental Protection Plan not less than 10 days before the preconstruction meeting. At a minimum, address the following elements in accordance with this section:

- Identification and contact information for Environmental Manager.
- General site information, including preconstruction description and photographs.
- Procedures to address water resources.
- Procedures to address land resources.
- Procedures to address air resources.
- Procedures to address fish and wildlife resources.

- Monitoring and quality control procedures.

Revise and resubmit Plan as required by the ENGINEER. Approval of Contractor's Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations.

PART 2. PRODUCTS

2.1 ENVIRONMENTALLY PREFERABLE PRODUCTS

Consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of products, and provide products and materials with the least effect on the environment, determined by LCA analysis, released toxins, and other methods.

2.1.1 Prohibited Materials

The use of the following materials is prohibited:

- Products containing asbestos.
- Products containing urea formaldehyde.
- Products containing polychlorinated biphenyls.
- Products containing chlorinated fluorocarbons.
- Solder or flux containing more than 0.2 percent lead and domestic water pipe or pipe fittings containing more than 8 percent lead.
- Paint containing more than 0.06 percent lead.

2.1.2 Packaging

Where Contractor has the option to provide one of the listed products or equal, preference shall be given to products with minimal packaging and easily recyclable packaging, and to manufacturers with policies that take back product packaging.

2.1.3 Substitutions

Notify the ENGINEER when Contractor is aware of materials, equipment, or products that meet the aesthetic and programmatic intent of Contract Documents, but which are more environmentally responsible than materials, equipment, or products specified or indicated in the Contract Documents. Submit the following for initial review by the Engineer:

2.1.3.1 Product data including manufacturer's name, address, and phone number.

2.1.3.2 Description of environmental advantages of proposed substitution over specified product.

PART 3. EXECUTION

3.1 PROTECTION OF NATURAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine all activities to areas

defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs.

Comply with applicable regulations and these specifications. Preserve the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract in their existing condition or restore to an equivalent or improved condition as approved by the ENGINEER.

3.1.1 General Disturbance

All debris or deleterious material resulting from construction shall be removed from the work area and prevented from entering waters of the State.

All work operations shall be conducted in a manner that causes little or no adverse environmental impact to adjacent areas. If at any time, as a result of project activities, water quality problems develop (including equipment leaks or spills), operations shall cease and the Owner shall be contacted immediately.

Confine construction activities to work area limits indicated on the Drawings. Remove debris, rubbish, and other waste materials resulting from demolition and construction operations from site. Transport materials with appropriate vehicles and dispose of them off site to areas that are approved for disposal by governing authorities having jurisdiction. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways. Remove spillage and sweep, wash, or otherwise clean project site, streets, or highways. Burning is prohibited.

3.1.2 Water Resources

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities, which are included in this contract. As soon as possible the contractor shall clear all waterways of temporary embankments, temporary bridges, matting, false work, debris, or other obstructions placed during construction operations that are not part of the finished work. The Contractor is responsible for maintaining area drainage during construction. Water shall not be allowed to pond on any roadway surface, and Project Work shall not impede runoff from adjacent properties. Comply with all applicable Federal, State, and local Permits.

Comply with requirements of the NPDES and the applicable State Pollutant Discharge Elimination System (SPDES). Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water. Store and service construction equipment at areas designated for collection of oil wastes. Prevent ponding of stagnant water conducive to mosquito breeding habitat. Prevent run-off from site during demolition and construction operations.

3.1.3 Land Resources

Prior to the beginning of any construction, the Engineer shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including vegetation,

trees, shrubs, vines, grasses, top soil, and land forms without direct written permission from Engineer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is allowed, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following paragraphs.

3.1.3.1 Work Area Limits

Isolated areas (if any) within the work area which are to be saved and protected shall be identified by the Engineer and marked or fenced by the Contractor. All monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the marks shall be visible. The Contractor shall convey to all subcontractors and personnel the purpose of marking and/or protection for all necessary objects.

Trees, shrubs, vines, grasses, land forms, and other landscape features within the work area to be preserved shall be identified by the Engineer, and clearly delineated by the Contractor, by marking, fencing, or wrapping with boards, or any other techniques approved by the Engineer. Unless otherwise approved by the Engineer, no trees, shrubs, vines, grasses or other vegetation will be harmed or destroyed by the Contractor for any purpose.

3.1.3.2 Retardation and Control of Runoff

Runoff from the construction site shall be controlled by construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under paragraph 208 of the Clean Water Act.

3.1.3.3 Temporary Excavations

Embankments for the work area shall be controlled to protect adjacent areas from despoilment.

3.1.3.4 Disposal of Chemical Waste

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State, and Local regulations. The Contractor shall perform all maintenance of equipment, including but not limited to refueling, filter changes, and replacement of hydraulic lines in a manner so as not to contaminate soils, ground or surface waters, or any other natural resources.

3.1.3.5 Disposal of Discarded Materials

Discarded materials other than those which can be included in the solid waste category will be handled by the Contractor as directed by the Engineer or Owner.

3.1.3.6 Erodible Soils

Plan and conduct earthwork to minimize the duration of exposure of unprotected soils, except where the constructed feature obscures borrow areas, quarries, and waste material areas. Clear areas in reasonably sized increments only as needed to use the areas developed. Form earthwork to final grade as shown. Immediately protect side slopes and back slopes upon completion of rough grading.

3.1.3.7 Erosion and Sedimentation Control Devices

Construct or install temporary and permanent erosion and sedimentation control features as required.

3.1.3.8 Tree and Plant Protection

Prior to start of construction, tag each tree and plant scheduled to remain. In the event of damage to tree or plant, the Engineer may, at the Engineer's discretion, deduct the indicated value of the damaged tree or plant from the Contract Sum.

3.1.4 Air Resources

The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Texas and all Federal emission and performance laws and standards.

Comply with Air Quality (IAQ) Management Plan and as follows:

3.1.4.1 Prevent creation of dust, air pollution, and odors.

3.1.4.2 Sequence construction to avoid unnecessary disturbance to site.

3.1.4.3 Use mulch, water sprinkling, temporary enclosures, and other appropriate methods as needed to limit dust and dirt rising and scattering in air. Do not use water when it may create hazardous or other adverse conditions such as flooding and pollution.

3.1.4.4 Store volatile liquids, including fuels and solvents, in closed containers. Do not store with materials that have a high capacity to adsorb VOC emissions or in occupied spaces.

3.1.4.5 Properly maintain equipment to reduce gaseous pollutant emissions.

3.1.5 Fish and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to and damage of fish and wildlife. Species that require specific attention along with measures for their protection will be listed by the Contractor prior to beginning of construction operations.

Manage and control construction activities to minimize interference with and damage to fish and wildlife. Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the native habitat related to the project and critical to the survival of fish and wildlife, except as indicated or specified.

3.2 FIELD QUALITY CONTROL

Comply with requirements of agencies having jurisdiction and as specified herein. Provide field practices, shipping, and handling of samples in accordance with ASTM D4840. Provide Field Quality Control Reports in accordance with approved Environmental Protection Plan.

3.3 PROTECTION OF SOUND INTRUSIONS

The Contractor shall keep construction activities under surveillance, and control to minimize damage to the environment by noise.

3.4 DISPENSING OF FUEL

Secondary containment, which is capable of holding 110% of the tank contents, must be provided by the Contractor for each fuel storage tank. Fuel dispensers shall have a 4-foot square, 16-gauge metal pan with borders banded up and welded at corners right below the bibb. Edges of the pans shall be 8-inch minimum in depth to ascertain that no contamination of the ground takes place. Pans shall be cleaned by an approved method immediately after every dispensing of fuel and wastes disposed of offsite in an approved area. Should any spilling of fuel occur, the Contractor shall immediately contain the spill and contact the appropriate local authorities. The Contractor will be solely responsible for any fines, penalties or other legal activities related to fuel spills.

3.5 TEMPORARY SANITARY FACILITY

The Contractor shall supply and maintain, at minimum, one (1) temporary sanitary facility for the use of land based employees and subcontractors. The facility shall be conveniently located in the vicinity of the operations. The facility shall be removed at the end of the project.

3.6 STORAGE OF LUBRICANTS

All lubricants and other potential liquid pollutants shall be stored in sealed, non-corrosive containers. Individual containers shall be stored in metal pans with borders banded up and welded at the corners right below the bibb. Pans shall be deep enough to prevent contamination of the ground. Pans shall be kept clean of all spillage or leakage.

3.7 CONSTRUCTION DEBRIS

The Contractor shall collect and properly dispose of all trash and construction debris in accordance with all local and state solid waste management regulations and practices. No construction waste material shall be buried on the Project Site. The Contractor shall store all waste materials in approved metal dumpsters, or other containers approved by the Engineer. Solid wastes (including clearing debris) shall be placed in containers which are emptied on a regular schedule. The Contractor will empty containers when three-quarters full or as required by local and state regulation, and the contents hauled away for proper disposal. No construction waste material shall be buried within the Project limits. All handling and disposal shall be conducted to prevent contamination. No steel, cables, wire, pipe, drums OR ANY OTHER DEBRIS shall be permitted to be disposed into the waters controlled by Owner. If such debris is found, the debris shall be removed by the Contractor at his own cost, or the cost of removal deducted from the Contractor's final payment.

3.8 EQUIPMENT MAINTENANCE

The Contractor’s equipment used in excavation and filling operations shall be inspected, cleaned, and maintained to prevent loss of petroleum products.

3.9 EROSION CONTROL

3.9.1 Burn-off:

Burn-off of ground cover is not permitted.

3.9.2 Erosion Protection:

Earthwork brought to final grade shall be immediately finished. Protect side and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils. Use the best management practices to prevent erosion, control sedimentation, and prevent waterborne soil from entering surface waters and ditches for all areas of excavation, clearing and grubbing, and earth fill.

3.9.3 Mechanical Control:

Divert runoff by constructing ditches or berms, and then filter runoff using filter fabric dams, sandbag berms, or other methods approved by the Engineer.

3.10 SEDIMENT CONTROL

Prior to project initiation, the upland project construction areas must be isolated from water bodies by the use of BMPs to confine sediment. BMPs used for sedimentation control shall include at least one of the following:

3.10.1 Silt Fencing

Provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Properly install silt fences to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Install silt fences in the locations indicated on the drawings. Obtain approval from the Engineer/Owner prior to final removal of silt fence barriers.

3.10.2 Straw Bale Dikes

Provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. If bales are used, properly place the bales to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, place the bales as work progresses, remove/replace/relocate the bales as needed for work to progress in the drainage area). Show on the drawings areas where straw bales are to be used. The ENGINEER will approve the final removal of straw bale barriers. Provide rows of bales of straw as follows:

3.10.2.1 Along the downhill perimeter edge of all areas disturbed.

3.10.2.2 Along the top of the slope or top bank of drainage ditches, channels, swales, etc. that traverse disturbed areas.

3.10.2.3 Along the toe of all cut slopes and fill slopes of the construction areas.

3.10.2.4 Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc. that traverse disturbed areas or carry runoff from disturbed areas.

3.10.2.5 Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales.

3.10.2.6 At the entrance to culverts that receive runoff from disturbed areas.

3.11 EROSION CONTROL

Disturbed areas must be stabilized to prevent the introduction of sediment to adjacent wetlands or water bodies during wet weather conditions (erosion). At least one of the following BMPs must be maintained and in-place until the excavation, cleared and grubbed, and earthfill areas have been stabilized:

- Silt Fence
- Mulch
- Temporary Vegetation
- Sediment Control Mat

END OF SECTION 01 35 40

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SECTION 01 40 00
QUALITY CONTROL

Part 1. GENERAL

1.1 REFERENCE

Section 15 and 16 of the General Contract Conditions for Construction

1.2 QUALITY CONTROL

The Contractor will establish and maintain quality control for all work performed and all Products supplied to assure compliance with the Specifications.

The Contractor will maintain written records of his quality control tests, inspections, surveys or other measures. The Contractor will maintain written records of corrective action required and taken to assure these Specifications are followed.

The Contractor shall perform surveys during construction as the work progresses to verify the lines, grades, and thicknesses of the installed materials. The results of the surveys shall be submitted to the ENGINEER for review.

All work performed shall be in conformity with the lines, grades, slopes, cross sections, and dimensions shown in the Plans. If the Plans, Special Provisions, or these Specifications state specific tolerances, the work shall be performed within those limits. The Contractor shall not deviate from the approved Plans and Working Drawings unless the ENGINEER approves in writing.

At the ENGINEER's or Owner's request the Contractor will provide copies of any quality control records requested.

1.3 CONSTRUCTION SURVEYS

Surveys performed during construction shall be done at no additional expense to the Owner.

The Contractor shall perform all construction surveys, using electronic surveying equipment, required to layout and set any construction stakes and marks which are needed to establish the lines, grade, slopes, and cross sections. A baseline offset from the work area shall be established, utilizing benchmarks and monuments provided on the drawings, at a location that shall not be disturbed by construction activities and located close to the work so that it provides alignment and location reference. In addition, the Contractor shall perform surveys during construction to ensure that construction activities are within the tolerance specified. The ENGINEER shall be allowed to review the surveys prior to the start of materials placement.

The electronic surveying method must be approved, in writing, by the ENGINEER, prior to beginning placement of Products on the Project.

Surveys will be of sufficient frequency and accuracy during construction so that the ENGINEER can determine that existing materials are being removed and any new products are being placed within the tolerances of the Specifications.

The results of all construction surveys shall be submitted to the ENGINEER in a timely manner for review. The data shall be submitted to the ENGINEER on an electronic media (IBM compatible, ASCII format) in delimited files of easting, northing, and elevation (x,y.z), where elevation is indicated as negative for depths recorded below NAVD88 Datum 0.0 elevation. In addition, the data

file shall list the project name, surveyor's name, area surveyed, date of survey, and the vertical (NAVD88) and horizontal (NAD83 Texas State Plane South Central – Feet) datums.

The location of each cross section profile surveyed shall be referenced to the stationing shown on the project site plan. The Contractor shall plot the cross sections and profiles on a scale agreeable to both the Contractor and the Engineer, and submit hard copies to the Engineer for review.

ALL CONSTRUCTION SURVEY DATA SUBMITTED TO THE ENGINEER SHALL BE REFERENCED TO THE NAVD88 VERTICAL DATUM - FEET AND NAD83 TEXAS STATE PLANE SOUTH CENTRAL – FEET HORIZONTAL DATUM.

All topographic construction surveys shall be performed to the nearest 0.10 foot at the survey points and at all lines and breaks. The survey equipment specifications and the surveyor's statement of qualifications shall be submitted to the Engineer for approval.

Part 2. PRODUCTS

Not applicable.

Part 3. EXECUTION

Not applicable.

END OF SECTION 01 40 00

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SECTION 01 42 16
DEFINITIONS AND STANDARDS

PART 1. GENERAL

1.1 SUMMARY

This section specifies requirements for compliance with governing regulations, codes, and standards.

Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes, and standards.

1.2 DEFINITIONS

Definitions contained in this section are not necessarily complete but are general to the extent that they are not defined more explicitly elsewhere in the contract documents.

"Indicated" refers to graphic representations, notes or schedules on the drawings, or other paragraphs or schedules in specifications, and similar requirements in Contract Documents.

Terms such as "shown", "noted", and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Engineer", "requested by the Engineer", and similar phrases. However, no implied meaning shall be interpreted to extend the Engineer's responsibility into the Contractor's area of construction supervision.

The term "approved", where used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Engineer stated in the Uniform General Conditions and Special Conditions. Such approval shall not release the Contractor from responsibility to fulfill contract document requirements unless otherwise provided in the contract documents.

“Engineer” refers to LJA Engineering, Inc.

“Owner” refers to Texas General Land Office

The term "Regulations" includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as rules.

The term “Conventions” are agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations".

The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations".

The term "provide" means "to furnish and install, complete and ready for the intended use".

An "installer" is an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

A “Project site” is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the drawings.

A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on and, if required, interpret results of those inspections or tests.

1.3 INDUSTRY STANDARDS

1.3.1 Applicability of Standards:

Except where contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into contract documents. Such standards are made a part of the contract documents by reference. Individual sections indicate which codes and standards apply to that section. The Contractor shall purchase and maintain available at the project site one copy of all specified standards, codes, documents or reports that have been referenced in the contract documents.

Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as standard practice.

1.3.2 Publication Dates:

Where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

1.3.3 Conflicting Requirements:

Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced unless the Contract Documents indicate otherwise. Refer requirements that are different but apparently equal and uncertainties as to which quality level is more stringent to the Engineer for a decision before proceeding.

In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values as noted or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

1.3.4 Copies of Standards:

Each entity engaged in construction on the project is required to be familiar with industry standards applicable to that entity's construction activity.

1.3.5 Abbreviations and Names:

Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the specifications or other Contract

Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable to the context of the text provision.

1.3.6 Industry Standards:

In addition to Federal, state and local ordinances, the latest edition of industry standards shall apply as referred to in the drawings and Specifications SECTION 01 42 19.

PART 2. PRODUCTS

Not applicable.

PART 3. EXECUTION

Not applicable.

END OF SECTION 01 42 16

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SECTION 01 42 19
CODES, STANDARDS, AND SPECIFICATIONS

PART 1. GENERAL

The standards under which the work is to be performed or tested are specified throughout the contract documents. Where such standards are specified, it shall be understood that the latest revision or edition at time of award shall apply.

In referring to standards the following abbreviations have been used:

Name	Abbreviation
American Association of State Highway & Transportation Officials 444 North Capitol Washington, DC 20001	AASHTO
American National Standards Institute 1430 Broadway New York, NY 10018	ANSI
American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103	ASTM
American Society of Civil Engineers 345 East 47th Street New York, NY 10017	ASCE
Occupational Safety and Health Administration US Department of Labor Governmental Printing Office Washington, D.C. 20402	OSHA
Texas Department of Transportation 7901 North IH-35 Austin, Texas 78761-5426	TXDOT
Underwriters Laboratories 333 Pfingsten Road Northbrook, IL 60062	UL
American Wood Protection Association P.O. Box 361784 Birmingham, AL 35236-1784	AWPA

Additional abbreviations will be defined as they appear in the specifications.

PART 2. PRODUCTS

Not applicable.

PART 3. EXECUTION

Not applicable.

END OF SECTION 01 42 19

MCFADDIN NATIONAL WILDLIFE REFUGE
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SECTION 01 50 00
CONSTRUCTION FACILITIES

Part 1. GENERAL

1.1 DESCRIPTION

This section covers the following:

- Construction Facilities
- Construction Aids and Safety Precautions
- Special Controls
- Sanitary Facilities and Domestic Water Supply
- Traffic Control at Project Site
- Telephone Services and Communications Systems
- Signal Lights
- Parking and Office Areas
- Temporary Power
- Temporary Buildings
- Use of Project Site
- Protection of Property

Part 2. PRODUCTS

Not applicable.

Part 3. EXECUTION

3.1 CONSTRUCTION FACILITIES

Temporary Facilities Supplied by Contractor: Contractor shall supply temporary services and facilities required for the execution of the Work, such as electrical power distribution as may be required, compressed air, fuel, temporary lighting, sanitary facilities, field office, and other facilities required.

The Contractor shall coordinate location of office, laydown areas, etc. with Owner and the Engineer.

3.2 CONSTRUCTION AIDS AND SAFETY PRECAUTIONS

The Contractor shall comply with applicable laws, ordinances, rules, regulations, and orders pertaining to personnel, construction machinery and equipment, hoists, cranes, staging, materials handling facilities, tools, appliances, and other construction aids. The Contractor shall provide first aid facilities where required.

The Contractor shall provide barriers and shall post “NO TRESPASSING” and other construction safety signs as necessary to protect the public. Appropriate barriers should be erected around all open excavations.

3.3 SPECIAL CONTROLS

3.3.1 Water Control:

The Contractor shall perform grading and other operations to maintain site drainage. Surface water shall not be allowed to accumulate in excavations. The Contractor shall dispose of surface and subsurface water in accordance with local regulations and SECTION 01 35 40 – ENVIRONMENTAL MANAGEMENT.

3.3.2 Archeological and Historic Preservation Control:

If during the course of construction, the Contractor discovers any archaeological or historic properties, all land-disturbing activities in the vicinity of the properties shall be halted and the Contractor shall notify the Owner immediately. The Owner will consult with the proper authorities and will obtain permission to proceed. The Contractor will be entitled to time extensions equal to the time the Work is suspended, but will not be entitled to additional compensation.

3.4 SANITARY FACILITIES AND DOMESTIC WATER SUPPLY

The Contractor shall provide sanitary and drinking water facilities to accommodate his employees, the Owner and Engineer to comply with the applicable requirements and regulations.

3.5 TRAFFIC CONTROL AT THE SITE

The Contractor shall provide all required and necessary traffic control throughout the work area including all signs, barricades, signals, and flaggers.

3.6 TELEPHONE SERVICES AND COMMUNICATION SYSTEMS

Telephone service is not currently available at the site. The Contractor will be responsible for making own arrangements for telephone service.

3.7 PARKING AND OFFICE AREAS

The Contractor shall confine parking, etc. to areas acceptable to the Owner.

3.8 TEMPORARY POWER

The Contractor will be responsible for providing their own temporary power. Upon completion of the Work, temporary power shall be removed from the site.

3.9 TEMPORARY BUILDINGS

General:

The Contractor may construct or provide necessary temporary buildings or trailers at acceptable locations within the project area.

Camp:

Camp for employees at the project WILL NOT BE ALLOWED except for facilities for night and weekend security personnel. The Contractor and its employees shall make their own arrangements for lodging.

3.10 USE OF PROJECT SITE

Contractor will not have exclusive or unrestricted use of the Project Site for storage and its operations. Contractor shall recognize and take into account their planning and execution of the Work that the Owner or the Engineer may require access to and use of certain areas or spaces during certain periods. The actual location shall be coordinated with and approved by the Owner and the Engineer prior to the start of mobilization and construction activities. The use area shall be restricted to the temporary storage of construction equipment, materials, and trailer/office. Access

to the Work from existing roads and navigation channels shall be provided by the Contractor at his own expense.

The Owner assumes no responsibility for the condition or maintenance of any road, structure, or navigation channel thereon that may be used by the Contractor in performing the work under these specifications or in traveling to and from the site of the work. The Contractor is responsible for constructing, maintaining, and removing any additional access that they deem necessary to the site of the work.

The Contractor shall be responsible for restoring the Contractor use areas, access site, project area, roadway, and other impacted areas to their original condition. No payment will be made to the Contractor by the Owner for any work done in improving, repairing, or maintaining any road or structure thereon for use in the performance of the work under these specifications.

Any damage to the existing roadways that are used for access purposes shall be repaired by the Contractor, and the surface shall be restored to its original condition.

The Contractor shall be responsible for restoring the Contractor use areas, access site, Project area, and other impacted areas to their original condition.

3.11 PROTECTION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission from the Owner or his duly authorized representative.

The Contractor shall be responsible for the preservation of all public and private property along and adjacent to work contemplated under the contract, and shall use every precaution necessary to prevent damage or injury thereto.

The Contractor shall exercise due care in preventing, and shall be responsible for, damages to structures of all kinds, whether owned by the County or privately, and shall protect from disturbance or damage all land monuments until they have been properly referenced by the Owner.

3.12 ENGINEERING REVIEW OF WORK MATERIALS:

The Contractor shall provide the Engineer and Owner, or their authorized agent, access to construction schedules, material testing results, traffic control and safety plans, and any applicable permits required during construction. Documents shall be available for review during working normal hours while construction is in progress.

3.13 Access to Work Area:

Access to the Project construction work may be available via State Highway 87 (as described in Section 01 10 00). If required, the Contractor is responsible for coordinating and obtaining all necessary lay down areas, at no additional expense to the Owner.

END OF SECTION 01 55 00

MCFADDIN NATIONAL WILDLIFE REFUGE
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SECTION 01 71 11
GRADES, LINES, AND LEVELS

Part 1. GENERAL

1.1. SUBMITTALS

The following shall be submitted in accordance with Section 16 of the General Contract Conditions for Construction and Section 01 33 00 SUBMITTAL PROCEDURES:

Preconstruction Submittals:
Surveying procedures, methods and equipment

1.2. CONSTRUCTION SURVEY

1.1.1 General:

Survey control points have been established at the site as shown in the Drawings. Any monuments that are disturbed by construction operations shall be reset by the Contractor in accordance with recognized engineering and surveying practices.

Any monuments not referenced by the Contract Drawings that are disturbed by construction operations shall be reset by the Contractor in accordance with recognized engineering and surveying practice. Property corners, fences or any other indications of property lines shall be referenced by the Contractor prior to construction and reset after completion of construction in accordance with recognized engineering and surveying practice.

1.1.2 Checking:

All working control established by the Contractor may be checked by the ENGINEER or OWNER. Prior to establishing the working control, the Contractor shall provide, at the Engineer's request, sufficient copies of an illustration of the working control relative to pertinent construction. When the Contractor has established the working control, the ENGINEER shall be notified for a SURVEY CHECK 24 HOURS BEFORE any construction Work is started. All checking by the ENGINEER will be independent. The responsibility for correctness and adequacy of control shall be borne solely by the Contractor. All original field notes, computations and other records taken by the Contractor for the purpose of quantity and conformance survey shall be furnished promptly to the ENGINEER. Quantity surveys, unless waived in each specific case, shall be made with the ENGINEER present.

Part 2. PRODUCTS

Not applicable.

Part 3. EXECUTION

All work shall conform to grades, lines, and levels indicated in the Contract Drawings.

Data Reference:

All horizontal data shall be referenced to Texas State Plane, South Central, NAD83, feet. All vertical elevations shall be referenced to NAVD88, feet.

Intervals:

Elevations along the project length shall be taken at a maximum of 25-ft intervals with additional elevations taken as necessary to describe all slope breaks and topographic features.

Tolerances:

The project lines shall be surveyed utilizing surveying procedures and methodology that shall meet accuracy tolerances of +/- 0.10 feet in the vertical and +/- 0.50 feet in the horizontal. The Contractor shall be responsible for obtaining necessary horizontal and vertical control during the survey periods to assure that accurate adjustments are made to the observed elevations.

All surveying procedures, methods and equipment shall be reviewed and approved by ENGINEER prior to construction.

Staking:

The Contractor shall stake the baseline and cross-sections at the project site for use by the Contractor's and Owner's personnel. The staking shall clearly indicate the slope breaks, design grade, and tolerance elevations. The Contractor shall be responsible for removing the staking once placement is complete and design grades have been reviewed. Contractor shall be responsible for protection of the public as a result of staking.

The Contractor shall stake the intended location of all weir structures two weeks prior to the installation of each structure for use by the Contractor's and Owner's personnel.

END OF SECTION 01 71 11

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

Part 1. GENERAL

1.1 MOBILIZATION

This section covers the mobilization of personnel, equipment, temporary security fencing, lay down mats, materials and supplies, and their transport to the job site. Also included is setting up the Contractor's complete construction plant, field office, temporary utilities, sanitary facilities, and other construction facilities, as required for the Contractor's operation, all in adequate time for satisfactory performance of all Work under the Contract.

1.2 DEMOBILIZATION

Demobilization shall include the removal of all construction equipment and accessories, materials, supplies, appurtenances, construction debris and the like from the job site upon completion of the Work.

1.3 PERMITS

The Contractor shall obtain, and pay for, all required building and other County Construction Permits and comply with applicable laws and regulations regarding mobilization, transport of equipment and materials, personnel and supplies, and the construction and maintenance of temporary facilities including but not limited to: structures, storage sites, laydown areas, and construction utilities.

Part 2. PRODUCTS

Not applicable.

Part 3. EXECUTION

Not applicable.

END OF SECTION 01 71 13

MCFADDIN NATIONAL WILDLIFE REFUGE
DUNE RESTORATION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT

PART 1. GENERAL

1.1 WASTE MANAGEMENT POLICY

Waste management policy is to apply sound environmental principles in the design, construction and use of facilities. As part of the implementation of that policy: (1) practice efficient waste management when sizing, cutting, and installing products and materials and (2) use all reasonable means to divert construction and demolition waste from landfills and incinerators and to facilitate their recycling or reuse

1.2 DESCRIPTION

This section includes administrative and procedural requirements for the following:

1.2.1 Salvaging nonhazardous demolition and construction waste.

1.2.2 Recycling nonhazardous demolition and construction waste.

1.2.3 Disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

1.3.1 Construction Waste:

Building and/or site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

1.3.2 Demolition Waste:

Building and/or site improvement materials resulting from demolition or selective demolition operations.

1.3.3 Disposal:

Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 MANAGEMENT

Develop and implement a waste management program. Take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort. Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work. In the management of waste consideration shall be given to the availability of viable markets, the condition of the material, the ability to provide the material in suitable condition and in a quantity acceptable to available markets, and time constraints imposed by internal project completion mandates. The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to recycling of waste. Revenues or other savings obtained for salvage, or recycling accrue to the Contractor. Appropriately permit firms and facilities used for recycling, reuse, and disposal for

the intended use to the extent required by federal, state, and local regulations. Also, provide on-site instruction of appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

1.5 SUBMITTALS

The following shall be submitted in accordance with Section 16 of the General Contract Conditions for Construction and Section 01 33 00 SUBMITTAL PROCEDURES:

1.5.1 SD-01 Preconstruction Submittals

Waste Management Plan

1.5.2 SD-11 Closeout Submittals

Records

Landfill and Incinerator Disposal Records:

Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 MEETINGS

Address Construction Waste Management at all project meetings. At a minimum, environmental and waste management goals and issues shall be discussed at the following meetings:

1.6.1 Pre-bid meeting.

1.6.2 Preconstruction meeting.

1.6.3 Regular site meetings.

1.7 WASTE MANAGEMENT PLAN

A waste management plan shall be submitted not less than 10 days before the preconstruction meeting. The plan shall include the following:

1.7.1 General

Develop plan consisting of waste identification and waste reduction work plan. Include separate sections in plan for demolition and construction waste.

1.7.2 Waste Identification

Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work.

1.7.3 Waste Reduction Work Plan

List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include each type of waste, and handling and transportation procedures.

1.8 RECORDS

Records shall be maintained to document the quantity of waste generated; the quantity of waste diverted through sale, reuse, or recycling; and the quantity of waste disposed by landfill or incineration. Quantities may be measured by weight or by volume, but must be consistent throughout. List each type of waste separately noting the disposal or diversion date. Identify the landfill, recycling center, waste processor, or other organizations used to process or receive the solid waste. The records shall be made available to the ENGINEER during construction, and a copy of the records shall be delivered to the ENGINEER upon completion of the construction.

1.9 COLLECTION

Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management and clearly and appropriately identify them. Provide materials for barriers and enclosures around recyclable material storage areas which are nonhazardous and recyclable or reusable. Locate out of the way of construction traffic. Provide adequate space for pick-up and delivery and convenience to subcontractors. Recycling and waste bin areas are to be kept neat and clean, and recyclable materials shall be handled to prevent contamination of materials from incompatible products and materials. Clean contaminated materials prior to placing in collection containers. Use cleaning materials that are nonhazardous and biodegradable. Handle hazardous waste and hazardous materials in accordance with applicable regulations and coordinate with Section 01 35 40 ENVIRONMENTAL MANAGEMENT. Separate materials by one of the following methods:

1.9.1 Source Separated Method

Waste products and materials that are recyclable shall be separated from trash and sorted as described below into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Deliver materials in accordance with recycling or reuse facility requirements (e.g., free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process). Separate materials into the following category types as appropriate to the project waste and to the available recycling and reuse programs in the project area:

1.9.1.1 Land clearing debris.

1.9.1.2 Asphalt.

1.9.1.3 Concrete and masonry.

1.9.1.4 Metal (e.g. banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized, stainless steel, aluminum, copper, zinc, lead brass, bronze).

- Ferrous.
- Non-ferrous.

1.9.1.5 Wood (nails and staples allowed).

1.9.1.6 Debris.

1.9.1.7 Glass (colored glass allowed).

1.9.1.8 Paper.

- Bond.
- Newsprint.
- Cardboard and paper packaging materials.

1.9.1.9 Plastic.

- Type 1: Polyethylene Terephthalate (PET, PETE).
- Type 2: High Density Polyethylene (HDPE). (3) Type 3: Vinyl (Polyvinyl Chloride or PVC).

~~8.0.0.0~~ Type 4: Low Density Polyethylene (LDPE).

-
- ~~(5)~~ Type 5: Polypropylene (PP). (6)

- Type 6: Polystyrene (PS). (7)
- ~~1.9.1.10~~ Type 7: Other. Use of this code indicates that the package in question is made with a resin other than the six listed above, or is made of more than one resin listed above, and used in a multi-layer combination.

~~1.9.1.11~~1.9.1.10 Gypsum.

~~1.9.1.12~~1.9.1.11 Non-hazardous paint and paint cans.

~~1.9.1.13~~1.9.1.12 Carpet.

~~1.9.1.14~~1.9.1.13 Ceiling tiles.

~~1.9.1.15~~1.9.1.14 Insulation.

~~1.9.1.16~~1.9.1.15 Beverage containers.

1.9.2 Co-Mingled Method

Waste products and recyclable materials shall be placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed

1.9.3 Other Methods

Other methods proposed by the Contractor may be used when approved by the Engineer.

1.10 DISPOSAL

Control accumulation of waste materials and trash. Recycle or dispose of collected materials off-site and in compliance with waste management procedures. Except as otherwise specified in other sections of the specifications, disposal shall be in accordance with the following:

1.10.1 Reuse

First consideration shall be given to salvage for reuse since little or no re-processing is necessary for this method, and less pollution is created when items are reused in their original form. Coordinate reuse with the ENGINEER. Sale or donation of waste suitable for reuse shall be considered.

1.10.2 Recycle

Waste materials not suitable for reuse, but having value as being recyclable, shall be made available for recycling. All fluorescent lamps, HID lamps, and mercury-containing thermostats removed from the site shall be recycled. Arrange for timely pickups from the site or deliveries to recycling facilities in order to prevent contamination of recyclable materials.

1.10.3 Compost

Consider composting on site if a reasonable amount of compostable material will be available. Compostable materials include plant material, sawdust, and certain food scraps.

1.10.4 Waste

Materials with no practical use or economic benefit shall be disposed at a landfill or incinerator.

1.10.5 Return

Set aside and protect misdelivered and substandard products and materials and return to supplier for credit.

PART 2. PRODUCTS

Not used.

PART 3. EXECUTION

3.1 PLAN IMPLEMENTATION

3.1.1 General:

Implement waste management plan as approved by the Engineer and the Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

3.1.2 Site Access and Temporary Controls:

Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.2 DISPOSAL OF WASTE

3.2.1 General:

Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.2.2 Burning:

Do not burn waste materials.

3.2.3 Disposal:

Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 74 19

MCFADDIN NATIONAL WILDLIFE REFUGE
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SECTION 31 00 00
EARTHWORK

PART 1. GENERAL

1.1 REFERENCES

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

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

AASHTO T 180 (2010) Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

AASHTO T 224 (2010) Standard Method of Test for Correction for Coarse Particles in the Soil Compaction Test

AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C600 (2010) Installation of Ductile-Iron Water Mains and Their Appurtenances

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1/D1.1M (2010) Structural Welding Code - Steel

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA C2 (2003) Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes

AWPA P5 (2009) Standard for Waterborne Preservatives

ASTM INTERNATIONAL (ASTM)

ASTM A139/A139M (2004; R 2010) Standard Specification for Electric-Fusion (ARC)-Welded Steel Pipe (NPS 4 and over)

ASTM A252 (2010) Standard Specification for Welded and Seamless Steel Pipe Piles

ASTM C136 (2006) Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

ASTM C33/C33M (2011a) Standard Specification for Concrete Aggregates

ASTM D1140 (2000; R 2006) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve

ASTM D1556 (2007) Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D1557 (2009) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3) (2700 kN-m/m3)

ASTM D1883 (2007e2) CBR (California Bearing Ratio) of Laboratory-Compacted Soils

ASTM D2167 (2008) Density and Unit Weight of Soil in Place by the Rubber Balloon Method

ASTM D2434 (1968; R 2006) Permeability of Granular Soils (Constant Head)

ASTM D2487 (2011) Soils for Engineering Purposes (Unified Soil Classification

System)

ASTM D2937 (2010) Density of Soil in Place by the Drive-Cylinder Method

ASTM D422 (1963; R 2007) Particle-Size Analysis of Soils

ASTM D4318 (2010) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D6938 (2010) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM D698 (2007e1) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.)) EM 385-1-1 (2008; Errata 1-2010; Changes 1-3 2010; Changes 4-6 2011) Safety and Health Requirements Manual

U.S. ARMY CORPS OF ENGINEERS (USACE)U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)U.S. GENERAL SERVICES ADMINISTRATION (GSA)

EPA 600/4-79/020 (1983) Methods for Chemical Analysis of Water and Wastes

EPA SW-846.3-3 (1999, Third Edition, Update III-A) Test Methods for Evaluating Solid Waste: Physical/Chemical Methods

CID A-A-203 (Rev C; Notice 3) Paper, Kraft, Untreated

1.2 DEFINITIONS

1.2.1 Degree of Compaction

Degree of compaction required, except as noted in the second sentence, is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D1557 abbreviated as a percent of laboratory maximum density. Since ASTM D1557 applies only to soils that have 30 percent or less by weight of their particles retained on the 19.0 mm 3/4 inch sieve, express the degree of compaction for material having more than 30 percent by weight of their particles retained on the 19.0 mm 3/4 inch sieve as a percentage of the maximum density in accordance with AASHTO T 180 and corrected with AASHTO T 224. To maintain the same percentage of coarse material, use the "remove and replace" procedure as described in NOTE 8 of Paragraph 7.2 in AASHTO T 180.

1.2.2 Unstable Material

Unstable materials are too wet to properly support the utility pipe, conduit, or appurtenant structure.

1.3 SYSTEM DESCRIPTION

Subsurface soil boring logs are available as part of the Contract Documents. These data represent the best subsurface information available; however, variations may exist in the subsurface between boring locations.

1.3.1 Common Excavation

Include common excavation with the satisfactory removal and disposal of all materials not classified as rock excavation.

1.3.2 Dewatering Work Plan

Submit procedures for accomplishing dewatering work.

1.4 SUBMITTALS

Submit the following in accordance with Section 16 of the General Contract Conditions and

Construction and 01 33 00 SUBMITTAL PROCEDURES:

1.4.1 SD-01 Preconstruction Submittals

Shoring
Dewatering Work Plan

1.4.2 SD-03 Product Data

Utilization of Excavated Materials
Opening of any Excavation or Borrow Pit
Shoulder Construction

1.4.3 SD-06 Test Reports

Testing
Borrow Site Testing

1.4.4 SD-07 Certificates

Testing

Part 2. PRODUCTS

2.1 TOPSOIL

2.1.1 On-Site Topsoil

Topsoil excavated in the footprint of berm construction or borrow areas shall be handled under the execution section of this specification.

Part 3. EXECUTION

3.1 STRIPPING OF TOPSOIL

Topsoil in the footprint of the berm construction and borrow areas will be separately excavated, stored, and used for surface finish of seaward berm face.

As indicated in Contract Drawings, strip topsoil in berm and borrow area footprints (as necessary for excavation) to an elevation of +2.0 feet (NAVD88) except where intersecting existing levees or as necessary within the borrow area footprint to access acceptable borrow materials as indicated below. Spread topsoil on areas already graded and prepared for topsoil, or stockpile for later use. Keep topsoil separate from other excavated materials, brush, litter, objectionable weeds, roots, stones larger than 2 inches in diameter, and other materials that would interfere with planting and maintenance operations.

3.2 GENERAL EXCAVATION

Perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Perform the grading in accordance with the typical sections shown and the tolerances specified. Transport satisfactory excavated materials and place in fill or embankment within the limits of the work. Include such excavated material and the satisfactory material ordered as replacement in excavation. Dispose surplus satisfactory excavated material not required for fill or embankment in areas approved for surplus material storage or designated waste areas. Dispose unsatisfactory excavated material in designated waste or spoil areas. During construction, perform excavation and fill in a manner and sequence that will provide proper drainage at all times. Excavate material required for fill or embankment in excess of that produced by excavation within the grading limits from the borrow areas indicated or from other approved areas selected by the Contractor as specified.

3.2.1 Ditches, Gutters, and Channel Changes

Finish excavation of ditches, gutters, and channel changes by cutting accurately to the cross sections, grades, and elevations shown on Drawings. Do not excavate ditches and gutters below grades shown, unless otherwise specified herein. Backfill the excessive open ditch or gutter excavation with satisfactory, thoroughly compacted, material or with suitable stone or cobble to grades shown. Dispose excavated material as shown or as directed. Maintain excavations free from detrimental quantities of leaves, brush, sticks, trash, and other debris until final acceptance of the work.

3.2.2 Drainage Structures

3.2.2.1 Impoundment Relief

Make excavations to the lines, grades, and elevations shown, or as directed. Provide trenches and foundation pits of sufficient size to permit the placement of geotextile fabric and rock as shown on the Drawings.

3.2.2.2 Drainage Weir

Make temporary excavations as required to allow for the installation of all specified materials. Provide trenches and foundation pits of sufficient size to permit the placement of erosion control features as shown on the Drawings.

3.3 SELECTION OF BORROW MATERIAL

Select borrow material to meet the requirements and conditions of the particular fill or embankment for which it is to be used, with the exception of the topsoil restraints indicated above. Obtain borrow material from the borrow areas shown on the Contract Drawings. Borrow areas as indicated on the Contract Drawings provide a maximum surface area for material supply. Excavation should be minimized to the extent necessary and not built out to the lines and grades once adequate borrow material has been accumulated. Consider necessary clearing, grubbing, and satisfactory drainage of borrow pits and the disposal of debris thereon related to operations of the borrow excavation.

3.4 OPENING AND DRAINAGE OF EXCAVATION AND BORROW PITS

Except as otherwise permitted, excavate borrow pits and other excavation areas provided that adequate drainage is maintained. Transport overburden and other spoil material to designated spoil areas or otherwise dispose of as directed.

Ensure that excavation of any area, operation of borrow pits, or dumping of spoil material results in minimum detrimental effects on natural environmental conditions.

Areas disturbed by the Contractor's activity that affect drainage shall be restored, sloped, and shaped to provide positive flow of surface water where these areas can potentially impound water.

3.5 SHORING

3.5.1 General Requirements

Submit a Shoring and Sheeting plan for approval 15 calendar days prior to starting shoring or sheeting work. Submit drawings and calculations, certified by a registered professional engineer, describing the methods for shoring and sheeting of excavations. Finish shoring, including sheet piling, and install as necessary to protect workmen, banks, adjacent paving, structures, and utilities. Remove shoring, bracing, and sheeting as excavations are backfilled, in a manner to prevent caving.

3.6 GRADING AREAS

Where indicated, divide work into grading areas within which satisfactory excavated material will be placed in embankments, fills, and required backfills. Do not haul satisfactory material excavated in one grading area to another grading area except when so directed in writing. Place and grade stockpiles of satisfactory and unsatisfactory and wasted materials as specified. Keep stockpiles in a neat and well drained condition, giving due consideration to drainage at all times. Protect stockpiles of satisfactory materials from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, remove and replace such material with satisfactory material from approved sources.

3.7 GROUND SURFACE PREPARATION

3.7.1 General Requirements

Also see Section 31 23 00 Excavation and Fill. Plow, step, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that the fill material will bond with the existing material. When subgrades are less than the specified density compact to the specified density, or remove unsatisfactory material and replace with adequate material obtained from the borrow pit. When the subgrade is part fill and part excavation or natural ground, compact it as specified for the adjacent fill.

3.8 UTILIZATION OF EXCAVATED MATERIALS

Dispose unsatisfactory materials removing from excavations into designated waste disposal or spoil areas. Use satisfactory material removed from excavations, insofar as practicable, in the construction of fills, embankments, subgrades, shoulders, bedding (as backfill), and for similar purposes.

Do not waste any satisfactory excavated material without specific written authorization. Dispose of satisfactory material, authorized to be wasted, in designated areas approved for surplus material storage or designated waste areas as directed. Clear and grub newly designated waste areas before disposal of waste material thereon.

Stockpile and use coarse rock from excavations for constructing slopes or embankments adjacent to streams, or sides and bottoms of channels and for protecting against erosion. Do not dispose excavated material to obstruct the flow of any stream, endanger a partly finished structure, impair the efficiency or appearance of any structure, or be detrimental to the completed work in any way.

3.9 FILLING AND COMPACTION

Prepare ground surface on which backfill is to be placed and provide compaction requirements for backfill materials in conformance with the applicable portions of paragraphs GROUND SURFACE PREPARATION. Finish compaction per Section 31 23 00 Excavation and Fill, paragraph 3.4.2.1 Approved Methods of Compaction.

3.9.1 Trench Backfill

The design intent of the borrow area is to strip unsatisfactory material from the top of the excavation footprint to uncover satisfactory material for berm construction. All unsatisfactory material from the excavation may be stockpiled within 20 feet, landward of the excavation. Backfill trenches to the grade shown on Contract Drawings and described in these Contract Documents. ENGINEER shall be notified when deviations from backfill placement design intent are encountered or are unable to be met.

Where indicated on the Contract Drawings, no backfill is allowed within the borrow area. Unsatisfactory material shall be used as finish on the seaward side of the berm per the requirements in the paragraph Stripping of Topsoil.

3.10 SPECIAL REQUIREMENTS

Special requirements for excavations, fill, and replaced overburden relating to the specific project elements are as follows:

3.10.1 Impoundment Relief Material

Where impoundment relief channels are installed, overburden fill shall be placed to the lines and grades shown on the Contract Drawings such that smooth transitions occur.

3.10.2 Excess Material and Unsuitable Material

On-site topsoil and overburden not returned to the borrow area, or used within drainage features, shall be located within 20’ seaward of the toe of the seaward dune face with a continuous and smooth transition into the existing grade.

3.11 EMBANKMENTS

3.11.1 Earth Embankments

Embankments shall be raised to the elevations lines, grades, and locations shown, using sufficient amounts of Lean Clay (CL) and/or Fat Clay (CH), as designated in the available geotechnical boring logs. A minimum distance of 60 feet shall be maintained between the landward toe of the embankment and the borrow areas.

Construct earth embankments from locally excavated, satisfactory materials free of organic material and rocks with any dimension greater than 3 inches. Place the material in successive horizontal layers of loose material not more than 12 inches in depth. Spread each layer uniformly on a soil surface that has been moistened or aerated as necessary, and prepared so that the fill will bond with the surface on which it is placed. After spreading moisten or aerate as necessary; thoroughly mix; and compact, per Section 31 23 00 – Excavation and Fill. Finish compaction using methods described the paragraph Compaction.

3.12 SUBGRADE PREPARATION

3.12.1 Construction

Shape subgrade to line, grade, and cross section, and compact as specified. Include plowing, disking, and any moistening or aerating required to obtain specified compaction for this operation. Remove soft or otherwise unsatisfactory material and replace with satisfactory excavated material or other approved material as directed. Bring up low areas resulting from removal of unsatisfactory material or excavation of rock to required grade with satisfactory materials, and shape the entire subgrade to line, grade, and cross section and compact as specified. Do not vary the elevation of the finish subgrade more than specified tolerances from the established grade and cross section.

3.12.2 Compaction

Subgrade shall be compacted per Section 31 23 00 Excavation and Fill, paragraph 3.4.2.1 Approved Methods of Compaction.

3.13 FINISHING

Finish the surface of excavations, embankments, and subgrades to a smooth and compact surface in accordance with the lines, grades, and cross sections or elevations shown. Provide the degree of finish for graded areas within Specified Tolerances of the grades and elevations indicated. Repair graded, top-soiled, or backfilled areas prior to acceptance of the work, and re-established grades to the required elevations and slopes.

3.13.1 Subgrade and Embankments

During construction, keep embankments and excavations shaped and drained. Maintain ditches and drains along subgrade to drain effectively at all times. Do not disturb the finished subgrade by traffic or other operation. Protect and maintain the finished subgrade in a satisfactory condition until embankment fill is placed. Do not permit the storage or stockpiling of materials on the finished subgrade. Do not lay embankment fill until the subgrade has been checked and approved, and in no case place embankment fill on a muddy or spongy subgrade.

3.14 TESTING

Perform testing by an ENGINEER approved commercial testing laboratory or the Contractor's validated testing facility. Submit qualifications of the validated commercial testing laboratory or the Contractor's validated testing facilities. If the Contractor elects to establish testing facilities, do not permit work requiring testing until the Contractor's facilities have been inspected and approved by the ENGINEER.

3.14.1

Determine field in-place density in accordance with ASTM D6938. When ASTM D6938 is used, check the calibration curves and adjust using only the sand cone method as described in ASTM D1556. ASTM D6938 results in a wet unit weight of soil in determining the moisture content of the soil when using this method.

3.14.2

Check the calibration curves furnished with the moisture gauges along with density calibration checks as described in ASTM D6938; check the calibration of both the density and moisture gauges at the beginning of a job on each different type of material encountered and at intervals as directed by the ENGINEER. ASTM D2937, use the Drive Cylinder Method only for soft, fine-grained, cohesive soils. When test results indicate, as determined by the ENGINEER, that compaction is not as specified, remove the material, replace and recompact to meet specification requirements.

3.14.3

Perform tests on recompacted areas to determine conformance with specification requirements. Appoint a registered professional civil engineer to certify inspections and test results. These certifications shall state that the tests and observations were performed by or under the direct supervision of the professional engineer and that the results are representative of the materials or conditions being certified by the tests. The following number of tests, if performed at the appropriate time, will be the minimum acceptable for each type operation.

3.14.4 In-Place Densities

Contractor shall perform at least one (1) in-place density test per lift for each material type.

3.14.5 Moisture Contents

In the stockpile, excavation, or borrow areas, perform a minimum of one (1) test per day per type of material or source of material being placed during stable weather conditions. During unstable weather, perform tests as dictated by local conditions and approved by the ENGINEER.

3.14.6 Optimum Moisture and Laboratory Maximum Density

Perform tests for each type material or source of material including borrow material to determine the optimum moisture and laboratory maximum density values. One representative test per 1000 cubic yards of fill or when any change in material occurs which may affect the optimum moisture content or laboratory maximum density.

3.15 DISPOSITION OF SURPLUS MATERIAL

All excavated borrow area surplus material remaining after completion of berm construction, material excavated from relief channels, or other soil material not required or unsuitable for filling shall be replaced in borrow area excavation or within 20 ft of the seaward toe of the berm along seaward slope of the berm as overburden material.

The overburden material shall be placed into the borrow pits when indicated to provide relatively uniform surface such that no “sand islands”, “undulations”, or “humps” are present at the final grade. No elevation lower than the design elevation shown on the typical sections in the Drawings will be acceptable along overburden surface without approval by ENGINEER. The Contractor shall notify ENGINEER of any variations.

END OF SECTION 31 00 00

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SECTION 31 11 00
CLEARING AND GRUBBING

Part 1. GENERAL

1.1 DESCRIPTION

This section refers to the required work necessary to clear and grub the Work site. All deleterious material encountered during construction shall be removed and disposed of appropriately, as specified herein.

1.1.1 Clearing and Grubbing:

Clearing includes, but is not limited to, removing and disposing of all trees, stumps, brush, rubbish, driftwood, organic topsoil, buried items, concrete, and other debris of every description in the work areas, except those objects shown on the Drawings or designated by the Owner to remain.

1.1.2 Related Work Specified Elsewhere:

Environmental Management – SECTION 01 35 40
Excavation and Fill – SECTION 31 23 00

Part 2. PRODUCTS

Not applicable.

Part 3. EXECUTION

3.1 GENERAL CLEARING

The site shall be cleared to the excavation and fill limits as shown on the Drawings. All areas which are to be excavated, or on which fill is to be placed shall be cleared by removing and disposing the items described in this Section. All trees, piles, brush, stumps, snags, and other debris firmly embedded in the ground shall be cut off at the natural ground surface. Clearing outside the limits designated on the Drawings is not permitted.

3.2 ADDITIONAL CLEARING

The Contractor will be permitted, at their expense, to clear the minimum additional areas within a distance of 20-ft landward of the borrow areas and seaward of the berm, which are required to permit efficient operation of the equipment. Any additional clearing shall be performed only after receipt of written approval to do so.

3.3 GRUBBING

Grubbing shall be performed within excavation and fill limits All roots and projections over 1 ½ inches in diameter, and all steel rebar or other steel projections shall be removed to a depth of two feet below the bottom of the designated grade.

3.4 DISPOSAL OF MATERIALS

Waste materials from the clearing and grubbing operations shall be disposed of in a legal manner. Materials shall be disposed of as soon as practicable after clearing and grubbing. Disposal of

material by floating offshore will not be permitted and no buoyant spoil from clearing operations shall be left within the floodplain.

END OF SECTION 31 11 00

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SECTION 31 23 00
EXCAVATION AND FILL

PART 1. GENERAL

The Contractor should be aware that it is possible for material of differing characteristics to be present in the project area. All excavation shall be performed within the horizontal and vertical limits of the Drawings.

1.1 DESCRIPTION

1.1.1 Scope:

This section covers excavation and grading of the project drainage area. The work includes excavating, moving, placement, and compaction of excavated materials in the designated areas.

1.1.2 Related Work Specified Elsewhere:

- Quality Control – SECTION 01 40 00
- Environment Management– SECTION 01 35 40
- Earthwork – Section 31 00 00

1.1. REFERENCES

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

American Society for Testing and Materials

ASTM D1557-07, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort

D 2922-05 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

D 3017-05 Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

U.S. Army Corps of Engineers Manual (EM).

385-1-1 Safety and Health Requirements Manual, 15 September 2008 Edition

1.2. DEFINITIONS.

Degree of Compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 698.

1.3. SUBMITTALS.

The following shall be submitted in accordance with the Section 16 of the General Contract Conditions or Construction and 01 33 00 SUBMITTAL PROCEDURES:

1.1.3 SD-06 Test Reports.

Moisture Content Tests: For Information Only (FIO). Testing of Backfill Materials. Copies of the test reports shall be submitted to the ENGINEER weekly.

Part 2. PRODUCTS

Not applicable.

Part 3. EXECUTION

3.1 GENERAL

The Contractor shall make themselves aware of all existing conditions at the Project Site and familiarize themselves with the requirements for excavation and fill as shown in the Drawings. The Contractor may use any control deemed necessary for the layout of work.

No excavation or fill activities shall occur outside of the designated placement area boundaries.

3.2 EXCAVATION AND GRADING

Any areas to be excavated shall have all deleterious material removed prior to the start of excavation activities. The deleterious material shall be disposed of off-site in a legal manner by the Contractor.

The Contractor shall locate, identify, and protect existing utilities from damage during construction activities. The Contractor shall pre-mark all areas where excavation and grading operations are to occur and shall call "Dial Dig" (1-800-424-5555) and the ENGINEER 48 HOURS PRIOR to the start of construction activities.

The Contractor is responsible for the design and adequacy of all temporary excavation slopes. The Contractor shall comply with all applicable regulations governing temporary excavation slopes, including Occupational Safety and Health Administration (OSHA).

3.3 GENERAL FILL PLACEMENT

Ensure that areas to be filled are free from debris and water. Fill material shall be constructed to the lines and grades, contours, levels and tolerances described in the Contract Documents. The fill shall be constructed by Low Ground Pressure equipment or other methods at the Contractor's discretion, as approved by the ENGINEER.

Do not fill over ponded surface water or existing subgrade surfaces which are yielding, disturbed, or softened, or outside of the project boundaries indicated on the Contract Drawings.

Fill areas to grades, contours, levels, and elevations describe in the Contract Documents.

3.4 SEMI-COMPACTED FILL

The alignment designated for new berm construction shall be stripped of all surface vegetation, organic matter, debris and other deleterious materials. Once stripping is complete and prior to fill placement, the surface shall be prepared such that existing materials bond with fill materials. After the foundation soils are prepared, the subgrade shall be compacted in accordance with this Section. Surface preparation shall be performed parallel to the centerline of the proposed berm at no greater than 500-ft, in advance of berm construction.

The proposed berm shall be constructed using sufficient amounts of satisfactory materials obtained from the parallel borrow area. The fill material shall be placed and spread in maximum 12-in thick layers prior to compaction.

3.4.1 Moisture Content

The moisture content of the borrow fill material shall be controlled during construction. The moisture content shall be conditioned to between 18% and 28% for lean clay (CL) soils and 20% to 37% for fat clay (CH) soils, or as approved by the ENGINEER, when placed within the new berm alignment. A minimum of one (1) moisture content test shall be performed for every lift of berm construction where material deviates from previously tested material, or every 1000 ft., whichever occurs first. Compaction shall not begin until moisture content tests are performed and the moisture content is within the specified ranges. Wet material shall be processed by stockpiling, disking and harrowing until the moisture content is reduced sufficiently. If the borrow material is too dry, pre-wetting will be required prior to compacting.

3.4.2 Compaction

When the moisture content and conditions of the fill layers are satisfactory, each layer shall be compacted using methods approved by the ENGINEER.

3.4.2.1 Approved Methods of Compaction

Compact to approved density using the flat surface of the bucket of a front loading excavator. Three (3) complete passes over each area shall be performed after spreading is completed. Each pass shall consist of pressing the front end of the bucket onto the berm to apply pressure sufficient to compact berm to the required specifications. If surface heave is apparent outside of the impacted area, the affected area shall be smoothed and re-compacted.

Compact to approved density using crawler-type tractor.. Three (3) complete passes over each layer shall be performed after spreading is completed. Each pass shall consist of one (1) complete coverage of the surface of a layer by the treads of the tractor. Portions of the embankment that the compacting equipment cannot reach, or otherwise traverse, FOR ANY REASON shall be compacted by an alternative approved method.

3.5 CONTRACTOR QUALITY CONTROL

Quality control procedures specified herein for earthwork shall be a part of Contractor's overall quality control plan, which is specified in section CONTRACTOR QUALITY CONTROL.

3.5.1 Quality Control Inspections

The Contractor shall conduct daily Quality Control inspections of the construction activities for compliance with these contract requirements and record the information as specified herein. A copy of the records of Quality Control inspections, as well as corrective action taken, shall be filed daily and submitted as directed. The Quality Control Reports shall be submitted on an approved Quality Control Report form. Required survey information and plots of the surveys shall be attached to the Quality Control Reports, as specified.

3.5.2 Compliance Inspection.

The Contractor shall inspect for compliance with the contract requirements and record the inspection of operations including, but not limited to, the following:

- Materials - Satisfactory materials
- Foundation Preparation — Disking; continuous drainage and drying; stripping
- Berm Construction - Layer thickness, moisture content, lines and grades, proper compaction.

3.5.3 Quality Control Report

A copy of the records of Quality Control inspections and tests, as well as the records of corrective action shall be submitted as directed. A Quality Control Daily Report Form, containing blanks for required information shall be developed by the Contractor for use during this contract.

3.6 STOCKPILES

Stockpiles of satisfactory and unsatisfactory material shall be placed and graded as specified by the Contract Documents. Stockpiles shall be kept in a neat and well drained condition, giving due consideration to drainage at all times. The ground surface at stockpile locations shall be cleared,

grubbed, and sealed by rubber-tired equipment, excavated satisfactory and unsatisfactory materials shall be separately stockpiled. Stockpiles of satisfactory materials shall be protected from contamination which may destroy the quality and fitness of the stockpiled material. If the Contractor fails to protect the stockpiles, and any material becomes unsatisfactory, such material shall be removed and replaced with satisfactory material from approved sources at no additional cost to the OWNER. Locations of stockpiled materials shall be subject to prior approval of the ENGINEER.

3.7 STAKING

The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the survey monuments, control data and elevations provided by the ENGINEER. It shall be the responsibility of the Contractor to maintain and preserve all monuments, stakes and other marks unless and until authorized to remove them, and if such marks are destroyed by the Contractor or through Contractor negligence, prior to their authorized removal, they may be replaced by the ENGINEER at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. All marking stakes (including grade stakes) placed by the Contractor must be completely removed upon completion of the project unless otherwise specifically accepted in writing by the ENGINEER.

3.8 GRADE TOLERANCES AND SHRINKAGE ALLOWANCES FOR EMBANKMENTS.

Except as otherwise specified herein, berms shall be constructed to the net grades and cross sections shown, without the addition of allowance for shrinkage of the fill. At all points an allowance of 5/10 of 1-foot above the prescribed grade will be permitted in the final dressing, provided that there are no abrupt humps or depressions in the sloped surfaces or bulges in the width of the crown.

3.9 EROSION AND SLIDES

If the berm develops erosion or sliding during construction, or after completion but prior to acceptance, the Contractor shall, upon written direction, rebuild that portion of the berm. If the slide is caused through fault of the Contractor, the foregoing operations shall be performed without cost to the Owner. Where settlement of the embankment due to weak foundation conditions develops and makes inadvisable, in the opinion of the Owner/Engineer, continuation of placement of additional materials, the Owner/Engineer will have the right to omit further work on these portions of the embankment and to accept it as completed.

END OF SECTION 31 23 00

MCFADDIN NATIONAL WILDLIFE REFUGE
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SECTION 31 25 00
EROSION AND SEDIMENTATION CONTROLS

Part 1. GENERAL

1.1 DESCRIPTION

1.1.1 Scope

This section covers the installation of structures which are intended to minimize erosion and control sedimentation along the clay berm caused by wind, minor storms and tidal events, and degradation due to pedestrian or vehicular access. Such structures include drainage weirs in conjunction with erosion control mats, sand fence, timber bollards and gates.

1.2 REFERENCES

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

American Wood Preservation Association (AWPA) Standards
AASHTO
ASTM

1.3 RELATED WORK SPECIFIED ELSEWHERE

Section 31 00 00 EARTHWORK applies to this section for select fill, overburden, with additions and modifications herein.

Section 31 23 00 EXCAVATION AND FILL applies to this section for berm conditions after installation of bollards, sand fencing, or weirs is completed.

1.4 SUBMITTALS

The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES and Section 01 40 00 QUALITY CONTROL:

SD-01 Preconstruction Submittals
- List of Proposed Products

SD-03 Product Data
- Weir and Materials
- Erosion Control Materials
- Sand Fence Materials
- Barrier Gates and Timber Bollard Materials

SD-04 Shop Drawings
- Weir Materials
- Sand Fence

SD-08 Manufacturer's Instructions

This section shall extend to manufacturer’s recommendations and guidelines for

installation or operation of the following products.
Weir, Pipe, and Erosion Control Materials
Sand Fence Materials
Barrier Gate and Post Materials
Timber Bollard Materials

SD-11 Closeout Submittals

As-built drawings should include the location, elevation, equipment model or type, and quantity installed along the berm.

1.5 DELIVERY AND STORAGE

1.5.1 Storage

All required construction materials shall be stored within the construction limits of the project. No more than 5 various staging locations within the construction limits shall be used at one time. If equipment is stored out of sight of the contractor's personnel, the area shall be enclosed by construction fence to dissuade pedestrian traffic.

The storage of equipment or materials outside of the construction limits is open to contractor proposal as approved by the ENGINEER.

1.6 TIME LIMITATIONS

1.6.1 Weir

Excavation for the installation of weir structures shall be completed no sooner than two weeks following the completion and final survey of the corresponding +/-500 foot section of the berm. Contractor shall notify the ENGINEER two weeks prior to excavation for each weir structure. Each weir installation, including excavation, installation, backfill, and sediment control shall be completed within 5 days of the initial berm excavation.

Contractor may phase the installation schedule to conform to berm construction schedule.

1.6.2 Barrier Gate and Timber Bollards

Installation shall be completed following completion and final survey of the corresponding berm area. Contractor may phase the installation schedule to conform to berm construction schedule.

1.6.3 Sand Fence

Installation shall be completed following completion and final survey of the corresponding berm area. Contractor may phase the installation schedule to conform to berm construction schedule.

Part 2. PRODUCTS

2.1 WEIR

2.1.1 Weir and Drainage Pipe

Weir structure shall be Seabreeze W-5, or equivalent. The Seabreeze W-5 is a precast concrete structure with dimensions of 3 ft. x 2 ft. x 5 ft. The Seabreeze W-5 is equipped with aluminum-channel board slots and a starter pipe with female or male connection. Drainage pipe shall be corrugated HDPE pipe manufactured in accordance with applicable industry standards. Pipe stiffness shall be sufficient to support pedestrian and vehicular traffic along the berm. All materials shall be inspected upon arrival to the jobsite and be confirmed to be free from defects in workmanship and materials.

2.1.2 Soil Stabilization Mat and Anchors

Soil stabilization mats shall offer semi-permanent control for a period of 4 to 25 years. Mats shall be made from a natural and biodegradable coconut fiber, or equivalent as approved by the ENGINEER.

Stakes, pegs or anchors shall be made from biodegradable materials.

2.2 BARRIER GATE AND TIMBER BOLLARDS

2.2.1 Barrier Gate

Gates shall stand at least 40” tall and be made from 1 ¾” galvanized steel or aluminum tubing or equivalent as approved by the ENGINEER. The width of the gate may vary per location of gate. Gates shall be sized as to not restrict the width of the existing roadway up to 20 ft.

The width of each gate at Easement East, White’s Levee, and Perkin’s Levee is estimated to be 20’ and shall be verified by the Contractor prior to purchase and installation. The width of the gate at Easement West is estimated to be 14’ and shall be verified by the Contractor prior to purchase and installation.

Hinge and latch posts shall be of sufficient length and size to allow the gate to swing freely with no sag.

2.2.2 Timber Bollards

Materials should be manufactured in accordance with applicable industry standards and free from defects in workmanship and materials. Timber bollards

should be treated in accordance with American Wood-Preservers' Association Standards. It is the responsibility of the contractor to confirm that the timber bollards have been produced in accordance with BMPs.

2.3 SAND FENCE

Sand fencing material shall be at least 3 feet high standard slatted wood fencing and shall consist of ¾" thick by 1-¼" wide wood slats spaced at 1-¼" apart, and bound with galvanized wire or equal as may be approved by the ENGINEER.

Posts shall be a minimum of 3" diameter wood posts, 6 to 8 feet long or equivalent as approved by the ENGINEER.

Part 3. EXECUTION

3.1 WEIR INSTALLATION

3.1.1 Placement

The intent of the weir structures along the berm is to provide drainage to areas along the berm where natural flow has been restricted leading to the impoundment of water along the south-face of the berm. Installation locations have been selected with the intent to relieve normal flow caused by minor tidal or storm events. Weir structures shall be installed along the berm at regular intervals, in areas where impoundment of water may occur, as indicated on the project drawings. Contractor shall verify location and elevation with ENGINEER prior to installation.

3.1.2 Excavation, Back Fill, and Compaction

Material excavated from berm shall be stockpiled within 20 ft. of the berm and used as backfill after the weir has been installed per the Contract Drawings. The backfilled sections of berm shall conform to the standards and specifications listed herein. The contractor shall conform to the recommendations provided by the material manufacturer's installation guide or consult the ENGINEER prior to deviating from recommendations. Earthwork Section 3.7 "Ground Surface Preparation" should be omitted in areas where preparation could cause damage to the weir.

Areas disturbed by the Contractor's activity that affect drainage shall be restored, sloped, and shaped to provide positive flow of surface water where these areas can potentially impound water.

In areas where the HDPE pipe is exposed, the exposed pipe shall be covered by overburden material and contained using soil stabilization mats.

3.1.3 Installation

3.1.3.1 Weir

Weir structures shall be installed per the Contract Drawings while meeting the manufacturer's recommendations. Installation shall extend to the placement of 4 – 2" x 4" boards within the board slots of each weir. Final location and elevation of each weir shall be approved by the ENGINEER.

3.1.3.2 Drainage

Drainage piping shall extend flat and level from the weir structure to the landward toe of berm where a V-Ditch shall be installed for drainage of effluent. The end of the pipe should have a smooth surface and be free of any debris.

3.1.3.3 V-Ditch

A V-shaped drainage ditch shall be excavated from the discharge of the drainage pipe to the nearest borrow area. The ditch shall be excavated to 1.7 ft. NAVD88 or to the depth of the drainage pipe, with side slopes of no less than 1V:5H. Ditch shall be lined with soil stabilization mats from the discharge pipe to the borrow area. The width of the mat shall be no less than 6 ft. and uniform across the ditch.

3.2 BARRIER GATE AND TIMBER BOLLARD

3.2.1 Placement

Gates shall be installed at the intersection of the clay berm and Easement East, Easement West, White's Levee and Perkin's Levee. Gates are to be located along the seaward toe of the berm where each levee crosses over the berm.

Extending from the gate, along the toe of berm, timber bollards shall be installed on 4 ft. centers for 200 ft. in each direction for Easement West, Easement East, White's Levee, and Perkin's Levee. At Perkins levee, bollards shall be discontinued in areas where ponded water has a depth over 1 foot. Further, at Perkin's Levee, timber bollards shall extend an additional 200 ft. to the west to restrict access to the berm from the temporary heavy equipment access road.

Manila rope shall connect the timber bollards in all areas except within the boundaries of the existing fence line, located at approximate stations 223+60 to 343+15.

3.2.2 Installation

The contractor shall conform to the recommendations provided by the material manufacturer's installation guide or consult the ENGINEER prior to deviating from recommendations.

Bollards shall be installed level and firm by use of an auger or as approved by the ENGINEER. Bollards shall be driven into the ground at a minimum of 3 ft. At completion, bollards shall be of uniform height of 3 ft.

3.3 SAND FENCE INSTALLATION

3.3.1 Placement

The CONTRACTOR shall furnish and install rows of staggered and discontinuous sand fence in segments no more than 64 foot in length. The segments shall be installed across the berm from the seaward toe to the landward crest of berm, projecting at 22 degrees relative to the berm, as shown on the contract drawings. A 10 foot gap, spanning parallel to the berm, shall be left between fence segments. The fence segments shall extend for the entire length of the berm unless specified otherwise. Sand fence shall not be installed within 20’ of any existing levee or road crossing.

Sand fence shall not be installed within the boundaries of the existing fence line, located at approximate stations 223+60 to 343+15.

3.3.2 Installation

Unless the CONTRACTOR proposes a comparable method approved by the ENGINEER, the fencing material shall be fastened to 8 posts per segment, placed approximately 8’ apart, with four ties of galvanized wire. The fencing material shall be woven between the posts so that every other post has fencing on the seaward side. The base of the sand fence shall be placed at ground level.

END OF SECTION 31 25 00

ITEM 247

FLEXIBLE BASE

247.1. Description. Construct a foundation course composed of flexible base.

247.2. Materials. Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

A. Aggregate. Furnish aggregate of the type and grade shown on the plans and conforming to the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1, unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				As shown on the plans
2-1/2 in.		–	0	0	
1-3/4 in.		0	0–10	0–10	
7/8 in.		10–35	–	–	
3/8 in.		30–50	–	–	
No. 4		45–65	45–75	45–75	
No. 40		70–85	60–85	50–85	
Liquid limit, % max.[1]	Tex-104-E	35	40	40	As shown on the plans
Plasticity index, max.[1]	Tex-106-E	10	12	12	As shown on the plans
Plasticity index, min.[1]		As shown on the plans			
Wet ball mill, % max.[2]	Tex-116-E	40	45	–	As shown on the plans
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	–	
Classification[3]	Tex-117-E	1.0	1.1–2.3	–	As shown on the plans
Min. compressive strength[3], psi					As shown on the plans
lateral pressure 0 psi		45	35	–	
lateral pressure 15 psi		175	175	–	

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. Meet both the classification and the minimum compressive strength, unless otherwise shown on the plans.

1. Material Tolerances. The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following.
   a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
   b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
   c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
   d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
   e. **Type E.** As shown on the plans.

3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
   a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
   b. **Recycled Material (Including Crushed Concrete) Requirements.**
      (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
      (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
         - Department required recycled material will not be subject to the requirements in Table 1,
         - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
         - the final product, blended, will be subject to the requirements in Table 1, and
         - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.

         Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.
      (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.
   c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.

B. Water. Furnish water free of industrial wastes and other objectionable matter.

C. Material Sources. When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

247.3. Equipment. Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

247.4. Construction. Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

A. Preparation of Subgrade or Existing Base. Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Stabilized Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying. Correct soft spots as directed.

B. Placing. Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

C. Compaction. Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.
2. **Density Control.** Compact to at least 100% of the maximum density determined by Tex-113-E unless otherwise shown on the plans. Determine the moisture content of the material at the beginning and during compaction in accordance with Tex-103-E.

   The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

D. Finishing. After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

E. Curing. Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

A. Cubic Yard in Vehicle. By the cubic yard in vehicles of uniform capacity at the point of delivery.

B. Cubic Yard in Stockpile. By the cubic yard in the final stockpile position by the method of average end areas.

C. Cubic Yard in Final Position. By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

D. Square Yard. By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

E. Ton. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the

Engineer. Scales must conform to the requirements of Item 520, “Weighing and Measuring Equipment.”

247.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, “Proof Rolling.”

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor’s expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, “Changes in the Work.”

A. Flexible Base (Complete In Place). Payment will be made for the type and grade specified. For cubic yard measurement, “In Vehicle,” “In Stockpile,” or “In Final Position” will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

B. Flexible Base (Roadway Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, “In Vehicle” will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

C. Flexible Base (Stockpile Delivery). Payment will be made for the type and grade specified. For cubic yard measurement, “In Vehicle” or “In Stockpile” will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

ITEM 432

RIPRAP

432.1. Description. Furnish and place concrete, stone, cement-stabilized, or special riprap.

432.2. Materials. Furnish materials in accordance with the following:

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 431, "Pneumatically Placed Concrete"
- Item 440, "Reinforcing Steel"
- DMS-6200, "Filter Fabric."

A. Concrete Riprap. Use Class B Concrete unless otherwise shown on the plans.

B. Pneumatically Placed Concrete Riprap. Use Class II concrete that meets Item 431, "Pneumatically Placed Concrete," unless otherwise shown.

C. Stone Riprap. Unless otherwise shown on the plans, use durable natural stone with a minimum bulk specific gravity of 2.40 as determined by Tex-403-A. Provide stone that, when tested in accordance with Tex-411-A, has a maximum weight loss of 18% after 5 cycles of magnesium sulfate solution and 14% after 5 cycles of sodium sulfate solution.

For all types of stone riprap perform a size verification test on the first 5,000 sq. yd. of finished riprap stone at a location determined by the Engineer. Weigh each stone in a square test area with the length of each side of the square equal to 3 times the specified riprap thickness. The weight of the stones, excluding spalls, should be as specified below. Additional tests may be required. Do not place additional riprap until the initial 5,000 sq. yd. of riprap has been approved.

When specified, provide grout or mortar in accordance with Item 421,"Hydraulic Cement Concrete." Provide grout with a consistency that will flow into and fill all voids.

Provide filter fabric in accordance with DMS-6200, "Filter Fabric." For protection stone riprap, provide Type 2 filter fabric unless otherwise shown on the plans. For Type R, F, or Common stone riprap, provide Type 2 filter fabric when shown on the plans.

1. **Type R.** Use stones between 50 and 250 lb. with a minimum of 50% of the stones heavier than 100 lb.
2. **Type F.** Use stones between 50 and 250 lb. with a minimum of 40% of the stones heavier than 100 lb. Use stones with at least 1 broad flat surface.
3. **Common.** Use stones between 50 and 250 lb. Use stones that are at least 3 in. in their least dimension. Use stones that are at least twice as wide as they are thick. When shown on the plans or approved, material may consist of broken concrete removed under the Contract or from other approved sources. Before placement of each piece of broken concrete, cut exposed reinforcement flush with all surfaces.
4. **Protection.** Use boulders or quarried rock that meets the gradation requirements of Table 1. Both the width and the thickness of each piece of riprap must be at least 1/3 of the length. When shown on the plans or as approved, material may consist of broken concrete removed under the Contract or from other approved sources. Before placement of each piece of broken concrete, cut exposed reinforcement flush with all surfaces. Determine gradation of the finished, in-place, riprap stone under the direct supervision of the Engineer in accordance with Tex-411-A, Part II.

Table 1
In-Place Protection Riprap Gradation Requirements

Thickness	Maximum Size (lb.)	90% Size[1] (lb.)	50% Size[1] (lb.)	8% Size[1], Minimum (lb.)
12 in.	200	80–180	30–75	3
15 in.	320	170–300	60–165	20
18 in.	530	290–475	105–220	22
21 in.	800	460–720	175–300	25
24 in.	1,000	550–850	200–325	30
30 in.	2,600	1,150–2,250	400–900	40

1. As defined in Tex-401-A, Part II.

Provide bedding stone that in-place meets the gradation requirements shown in Table 2 or as otherwise shown on the plans. Determine size distribution in accordance with Tex-401-A, Part I.

Table 2
Protection Riprap Bedding Material Gradation Requirements

Sieve Size (Sq. Mesh)	% by Weight Passing
3 in.	100
1-1/2 in.	50–80
3/4 in.	20–60
No. 4	0–15
No. 10	0–5

D. Cement-Stabilized Riprap. Provide aggregate that meets Item 247, "Flexible Base," for the type and grade shown on plans. Use cement-stabilized riprap with 7% hydraulic cement by dry weight of the aggregate.

E. Special Riprap. Furnish materials for special riprap according to the plans.

432.3. Construction. Dress slopes and protected areas to the line and grade shown on the plans before the placement of riprap. Place riprap and toe walls according to details and dimensions shown on the plans or as directed.

A. Concrete Riprap. Reinforce concrete riprap with 6 × 6 – W2.9 × W2.9 welded wire fabric or with No. 3 or No. 4 reinforcing bars spaced at a maximum of 18 in. in each direction unless otherwise shown. Alternative styles of welded wire fabric that provide at least 0.058 sq. in. of steel per foot in both directions may be used if approved. A combination of welded wire fabric and reinforcing bars may be provided when both are permitted. Provide a minimum 6-in. lap at all splices. At the edge of the riprap, provide a minimum horizontal cover of 1 in. and a maximum cover of 3 in. Place the first parallel bar at most 6 in. from the edge of concrete. Use approved supports to hold the reinforcement approximately equidistant from the top and bottom surface of the slab. Adjust reinforcement during concrete placement to maintain correct position.

As directed, sprinkle or sprinkle and consolidate the subgrade before the concrete is placed. All surfaces must be moist when concrete is placed.

After placing the concrete, compact and shape it to conform to the dimensions shown on plans. After it has set sufficiently to avoid slumping, finish the surface with a wood float to secure a smooth surface or broom finish as approved.

Immediately after the finishing operation, cure the riprap according to Item 420, "Concrete Structures."

B. Stone Riprap. Provide the following types of stone riprap when shown on the plans:

- Dry Riprap. Dry riprap is stone riprap with voids filled with only spalls or small stones.
- Grouted Riprap. Grouted riprap is Type R, F, or Common stone riprap with voids grouted after all the stones are in place.
- Mortared Riprap. Mortared riprap is Type F stone riprap laid and mortared as each stone is placed.

Use spalls and small stones lighter than 25 lb. to fill open joints and voids in stone riprap, and place to a tight fit.

Do not place mortar or grout when the air temperature is below 35°F. Protect work from rapid drying for at least 3 days after placement.

Unless otherwise approved, place filter fabric with the length running up and down the slope. Ensure fabric has a minimum overlap of 2 ft. Secure fabric with nails or pins. Use nails at least 2 in. long with washers or U-shaped pins with legs at least 9 in. long. Space nails or pins at a maximum of 10 ft. in each direction and 5 ft. along the seams. Alternative anchorage and spacing may be used when approved.

1. **Type R.** Construct riprap as shown in Figure 1 and as shown on the plans. Place stones in a single layer with close joints so that most of their weight is carried by the earth and not by the adjacent stones. Place the upright axis of the stones at an angle of approximately 90° to the embankment slope. Place each course from the bottom of the embankment upward with the larger stones in the lower courses.

   Fill open joints between stones with spalls. Place stones to create a uniform finished top surface. Do not exceed a 6-in. variation between the tops of adjacent stones. Replace, embed deeper, or chip away stones that project more than the allowable amount above the finished surface.

   When the plans require Type R stone riprap to be grouted, prevent earth, sand, or foreign material from filling the spaces between the stones. After the stones are in place, wet the stones thoroughly, fill the spaces between the stones with grout, and pack. Sweep the surface of the riprap with a stiff broom after grouting.

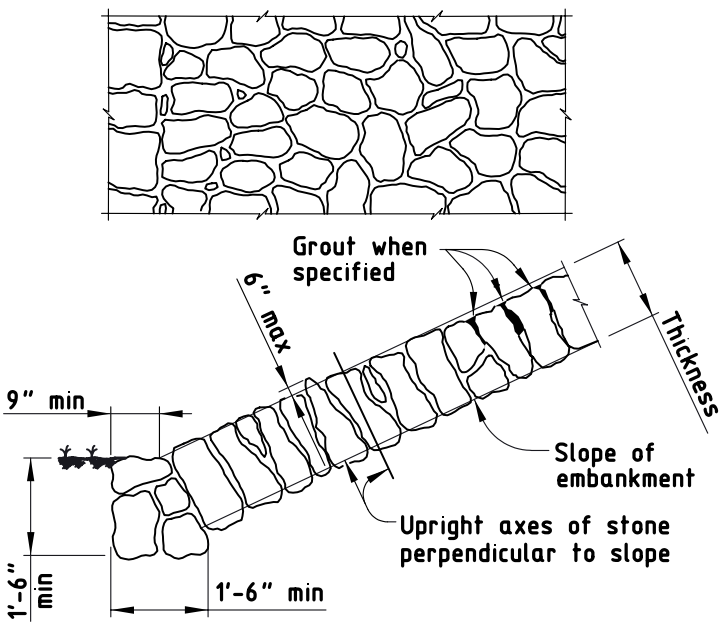

Figure 1
Type R stone riprap, dry or grouted.

2. **Type F.**

   a. **Dry Placement.** Construct riprap as shown in Figure 2. Set the flat surface on a prepared horizontal earth bed, and overlap the underlying course to secure a lapped surface. Place the large stones first, roughly arranged in close contact. Fill the spaces between the large stones with suitably sized stones placed to leave the surface evenly stepped and conforming to the contour required. Place stone to drain water down the face of the slope.

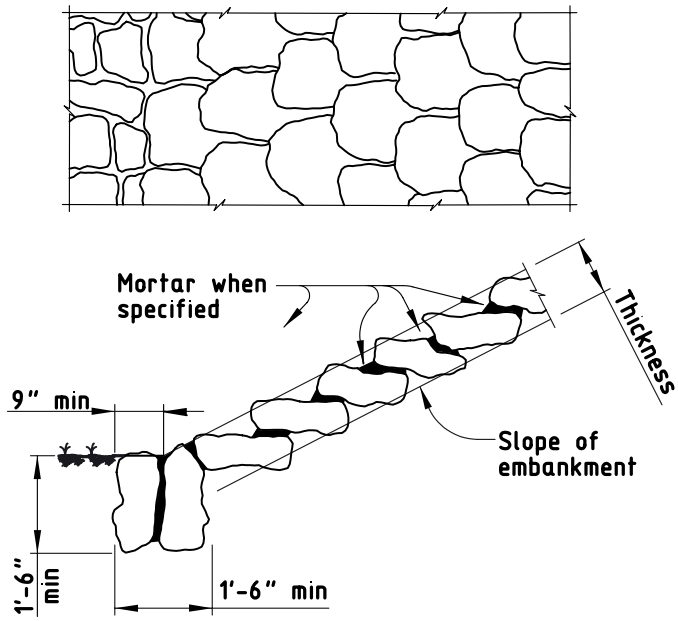

Figure 2
Type F stone riprap, dry or mortared.

b. Grouting. Construct riprap as shown in Figure 3. Size, shape, and lay large flat-surfaced stones to produce an even surface with minimal voids. Place stones with the flat surface facing upward parallel to the slope. Place the largest stones near the base of the slope. Fill spaces between the larger stones with stones of suitable size, leaving the surface smooth, tight, and conforming to the contour required. Place the stones to create a plane surface with a maximum variation of 6 in. in 10 ft. from true plane. Provide the same degree of accuracy for warped and curved surfaces. Prevent earth, sand or foreign material from filling the spaces between the stones. After the stones are in place, wet them thoroughly, fill the spaces between them with grout, and pack. Sweep the surface with a stiff broom after grouting.

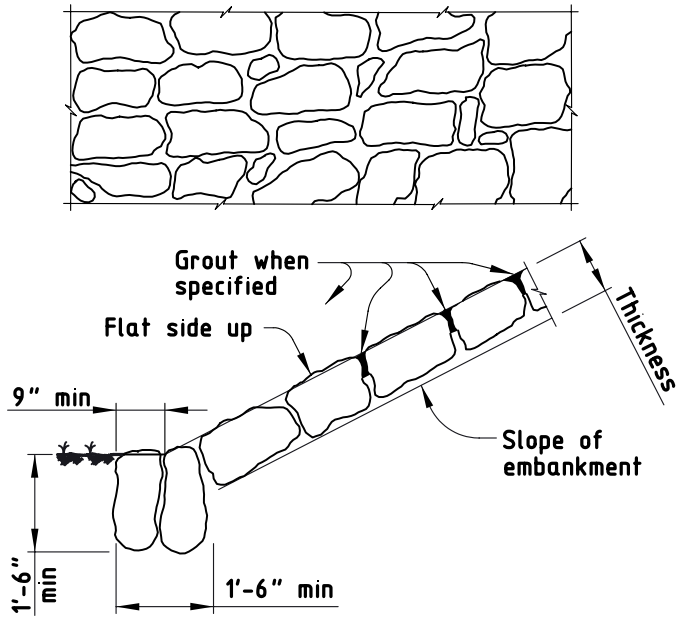

Figure 3
Type F stone riprap, grouted.

c. **Mortaring.** Construct riprap as shown in Figure 2. Lap courses as described for dry placement. Before placing mortar, wet the stones thoroughly. As the larger stones are placed, bed them in fresh mortar and shove adjacent stones into contact with one another. After completing the work, spread all excess mortar forced out during placement of the stones uniformly over them to fill all voids completely. Point up all joints roughly either with flush joints or with shallow, smooth-raked joints as directed.

3. **Common.** Construct riprap as shown in Figure 4. Place stones on a bed excavated for the base course. Bed the base course of stone well into the ground with the edges in contact. Bed and place each succeeding course in even contact with the preceding course. Use spalls and small stones to fill any open joints and voids in the riprap. Ensure the finished surface presents an even, tight surface, true to the line and grades of the typical sections.

When the plans require grouting common stone riprap, prevent earth, sand, or foreign material from filling the spaces between the stones. After the stones are in place, wet them thoroughly, fill the spaces between them with grout, and pack. Sweep the surface with a stiff broom after grouting.

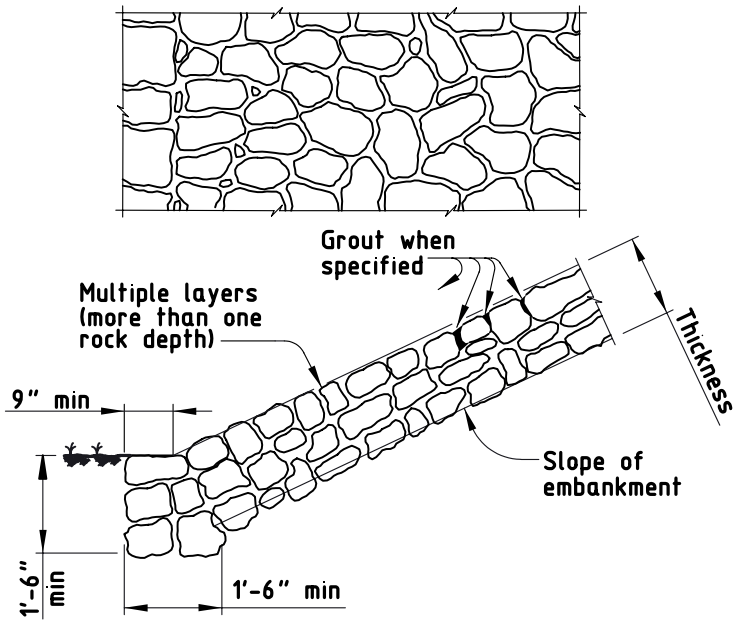

Figure 4
Common stone riprap, dry or grouted.

4. **Protection.** Construct riprap as shown in Figure 5. Place riprap stone on the slopes within the limits shown on the plans. Place stone for riprap on the bedding material to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids. Construct the riprap to the lines and grades shown on the plans or staked in the field. A tolerance of +6 in. and −0 in. from the slope line and grades shown on the plans is allowed in the finished surface of the riprap. Place riprap to its full thickness in a single operation. Avoid displacing the bedding material. Ensure that the entire mass of stones in their final position is free from objectionable pockets of small stones and clusters of larger stones. Do not place riprap in layers, and do not place it by dumping it into chutes, dumping it from the top of the slope, pushing it from the top of the slope, or any method likely to cause segregation of the various sizes. Obtain the desired distribution of the various sizes of stones throughout the mass by selective loading of material at the quarry or other source or by other methods of placement that will produce the specified results. Rearrange individual stones by mechanical equipment or by hand if necessary to obtain a reasonably well-graded distribution of stone sizes.

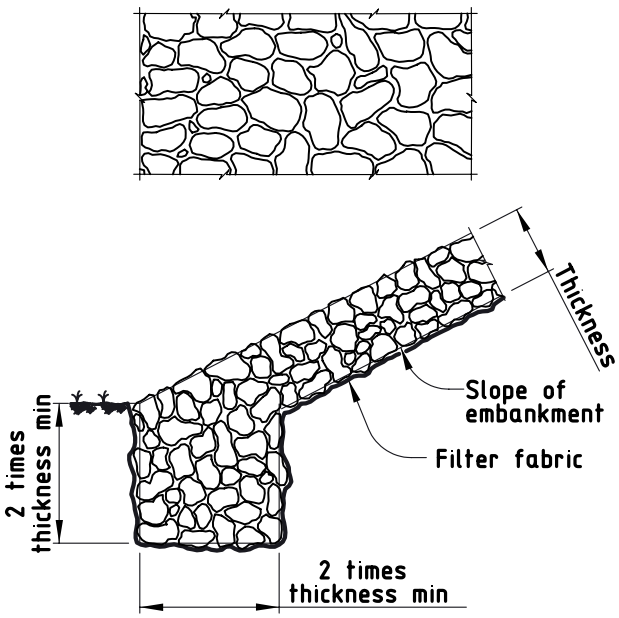

Figure 5
Protection stone riprap.

C. Pneumatically Placed Concrete Riprap, Class II. Meet Item 431, "Pneumatically Placed Concrete." Provide reinforcement following the details on the plans and Item 440, "Reinforcing Steel." Support reinforcement with approved supports throughout placement of concrete.

Give the surface a wood-float finish or a gun finish as directed. Immediately after the finishing operation, cure the riprap with membrane-curing compound in accordance with Item 420, "Concrete Structures."

D. Cement-Stabilized Riprap. Follow the requirements of the plans and the provisions for concrete riprap except when reinforcement is not required. The Engineer will approve the design and mixing of the cement-stabilized riprap.

E. Special Riprap. Construct special riprap according to the plans.

432.4. Measurement. This Item will be measured by the cubic yard of material complete in place. Volume will be computed on the basis of the measured area in place and the thickness and toe wall width shown on the plans.

For stone riprap for protection, the quantity of the bedding material to be paid for will be measured by the cubic yard as computed from the measured area in place and the bedding thickness shown on the plans.

432.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Riprap" of the type, thickness, and void-filling technique (Dry, Grout, Mortar) specified, as applicable. This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, expansion joint material, concrete and reinforcing steel, grout and mortar, scales, test weights, equipment, labor, tools, and incidentals.

Payment for excavation of toe wall trenches, for all necessary excavation below natural ground or bottom of excavated channel, and for shaping of slopes for riprap will be included in the unit price bid per cubic yard of riprap.

When bedding is required for protection stone riprap, payment will be made at the unit price for "Bedding Material" of the thickness specified. This price is full compensation for furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Tolunay-Wong Engineers, Inc.

GEOTECHNICAL ENGINEERING STUDY
BEACH RIDGE RESTORATION
MCFADDIN NATIONAL WILDLIFE REFUGE
JEFFERSON COUNTY, TEXAS

Prepared for:

LJA Engineering, Inc.
5316 Highway 290 West, Suite 150
Austin, Texas 78735

Prepared by:

Tolunay-Wong Engineers, Inc.
2455 West Cardinal Drive, Suite A
Beaumont, Texas 77705

November 26, 2012

Project No. 12.23.220 / Report No. 53844

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November 26, 2012

LJA Engineering, Inc.
5316 Highway 290 West, Suite 150
Austin, Texas 78735

Attn: Mr. Cris Weber, MS, EIT
cweber@ljaengineering.com

Ref: Geotechnical Engineering Study
Beach Ridge Restoration
McFaddin National Wildlife Refuge
Jefferson County, Texas
TWE Project No. 12.23.220 / Report No. 53844

Dear Mr. Weber,

Tolunay-Wong Engineers, Inc. (TWE) is pleased to submit this report of our geotechnical engineering study performed for the referenced project. This report contains a detailed description of the field program and laboratory services performed for this geotechnical engineering study as well as soil boring logs including tabulated laboratory test results. Also included in this report are our geotechnical design and construction recommendations for the proposed beach ridge restoration at the McFaddin National Wildlife Refuge in Jefferson County, Texas.

We appreciate the opportunity to provide our services to the project and we look forward to the opportunity of providing additional services as the project progresses. If you have any questions or comments regarding this report or if we can be of further assistance, please contact us.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.
Texas Board of Professional Engineers Firm Registration No. F-000124

Armando Gomez, Jr., E.I.T.
Staff Engineer
Beaumont, Texas

Patrick J. Kenney, P.E.
Vice President – Southeast Region
Engineering Services

STATE OF TEXAS
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1 INTRODUCTION AND PROJECT DESCRIPTION

1.1 Introduction

This report presents the results of our geotechnical engineering study performed for the proposed beach ridge restoration at the McFaddin National Wildlife Refuge in Jefferson County, Texas. Our geotechnical engineering study was conducted in accordance with TWE Proposal No. P11-B149 (Revision I) dated April 16, 2012 and authorized by Mr. Calvin T. Ladner, P.E. of LJA Engineering on July 12, 2012.

1.2 Project Description

The project includes the construction of an overwash protection berm along the upper Texas Gulf Coast at the McFaddin National Wildlife Refuge in Jefferson County, Texas. We understand that the protection berm is intended to keep seawater from routinely entering the interior of the refuge.

Based on information provided by and discussions with LJA Engineering, Inc. (Client), we understand that the elevation of the top of the new protection berm will be (+) 6-ft after settlement has occurred and positioned shoreward of an existing dune ridge approximately 400-ft. The footprint addressing the critical need area of the protection berm is about 10.4-miles in length with a 12-ft wide crest and 1(V):3(H) side slopes. We understand that a borrow area will be established landward of the proposed berm and that it will be designed to enhance habitat. Following construction, the beach ridge, relocated sand overburden and disturbed construction area between the borrow area and the new ridge will be restored to marsh habitat. The borrow area will be converted to aquatic habitat.

We were requested to perform a geotechnical engineering study for the proposed beach ridge restoration to develop the geotechnical information needed to assist the Client in the design and construction of the new berm. Our geotechnical engineering study included the determination of global stability and settlement analyses of the proposed berm.

2 PURPOSE AND SCOPE OF SERVICES

The purposes of our geotechnical engineering study were to investigate the subsurface conditions within the project alignment and to provide geotechnical design and construction recommendations for the proposed berm.

Our scope of services performed for the project consisted of:

1. Performing twenty (20) soil borings to depths of 15-ft within the proposed berm alignment to determine subsurface soil and groundwater conditions;
2. Performing geotechnical laboratory tests on recovered soil samples to evaluate the physical and engineering properties of the strata encountered;
3. Providing geotechnical design recommendations including suitability of proposed borrow materials, global stability and settlement estimates of the proposed new berm; and,
4. Providing geotechnical construction recommendations including site and subgrade preparation, excavation considerations, fill and backfill placement, compaction requirements and overall quality control testing, inspection and monitoring services for the proposed protection berm.

Our scope of services did not include any environmental assessments for the presence or absence of wetlands or of hazardous or toxic materials within or on the soil, air or water within the project alignment. Any statements in this report or on the boring logs regarding odors, colors or unusual or suspicious items or conditions are strictly for the information of the Client. A geological fault study was also beyond the scope of our services associated with our geotechnical engineering study.

3 FIELD PROGRAM

3.1 Soil Borings

We conducted an exploration of subsurface conditions within the project alignment from July 27, 2012 to July 31, 2012. A total of twenty (20) soil borings were performed to evaluate subsurface conditions within the alignment of the proposed berm. The soil boring locations are presented on Drawing No. 12.23.220-1 in Appendix B of this report. Drilling and sampling of the soil borings were performed using conventional ATV-mounted drilling equipment. Our geotechnician coordinated the field activities, logged the boreholes and obtained the bulk samples needed for our geotechnical engineering study.

3.2 Drilling Methods

Field operations were performed in general accordance with *Standard Practice for Soil Investigation and Sampling by Auger Borings* [American Society for Testing and Materials (ASTM) D 1452]. The soil borings were performed using a buggy-mounted drilling rig equipped with a rotary head. The boreholes were advanced using dry-auger and wash-rotary drilling methods. Typically, borings are dry-augered using a flight auger to advance the boreholes until groundwater is encountered or until the boreholes become unstable and collapse. At that point, borings are completed using wash-rotary drilling techniques. Samples were obtained continuously at intervals of 2-ft from existing ground surface to a depth of 12-ft and at the 13-ft to 15-ft depth interval.

3.3 Soil Sampling

Fine-grained, cohesive soil samples were recovered from the soil borings by hydraulically pushing a 3-in diameter, thin-walled Shelby tube a distance of about 24-in. The field sampling procedures were conducted in general accordance with the *Standard Practice for Thin-Walled Tube Sampling of Soils* (ASTM D 1587). Our geotechnician visually classified the recovered soils and obtained field strength measurements of the recovered soils using a calibrated pocket penetrometer. A factor of 0.67 is typically applied to the penetrometer measurement to estimate the undrained shear strength of the Gulf Coast cohesive soils. The samples were extruded in the field, wrapped in foil, placed in moisture sealed plastic bags and protected from disturbance prior to transport to the laboratory. The recovered soil sample depths and pocket penetrometer measurements are shown on the project boring logs in Appendix C.

3.4 Boring Logs

Our interpretations of general subsurface conditions at the boring locations are included on the project boring logs. The interpretations of the soil types throughout the boring depths and the locations of strata changes were based on visual classifications during field sampling and laboratory testing using *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)* [ASTM D 2487] and *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)* [ASTM D 2488]. The boring logs include the type and interval depth for each sample along with the corresponding pocket penetrometer readings for cohesive soils. The project boring logs and a key to the terms and symbols used on boring logs are presented in Appendix C.

3.5 Groundwater Measurements

Groundwater level measurements were attempted in the open boreholes during dry-auger drilling. Water level readings were attempted when groundwater was first encountered and at five (5) minute intervals over a fifteen (15) minute time period. Groundwater observations are summarized in Section 5.4 of this report entitled *"Groundwater Observations."*

4 LABORATORY SERVICES

A laboratory testing program was conducted on selected samples to assist in classification of the soils encountered within the project borings and to evaluate the physical and engineering properties of the strata encountered within the project site.

4.1 Laboratory Testing Program

Laboratory tests were performed in general accordance with ASTM International standards. The types and brief descriptions of the laboratory tests performed are presented in Table 4-1 below.

Table 4-1
Laboratory Testing Program

Test Description	Test Method
Amount of Material in Soils Finer than No. 200 Sieve	ASTM D 1140
Unconfined Compressive (UC) Strength of Cohesive Soil	ASTM D 2166
Water (Moisture) Content of Soil	ASTM D 2216
One-Dimensional Consolidation Properties of Soils using Incremental Loading	ASTM D 2435
Liquid Limit, Plastic Limit and Plasticity Index of Soils	ASTM D 4318
Laboratory Miniature Vane Shear Test for Saturated Fine-Grained Clayey Soil	ASTM D 4648
Consolidated-Undrained (CU) Triaxial Compression Test for Cohesive Soils	ASTM D 4767
Dry Unit Weight	--

Amount of Materials in Soils Finer than No. 200 (75-µm) Sieve (ASTM D 1140)
This test method determines the amount of materials in soils finer than the No. 200 (75-µm) sieve by washing. The loss in weight resulting from the wash treatment is presented as a percentage of the original sample and is reported as the percentage of silt and clay particles in the sample.

Unconfined Compressive (UC) Strength of Cohesive Soil (ASTM D 2166)
This test method determines the unconfined compressive (UC) strength of cohesive soil in the undisturbed or remolded condition using strain-controlled application of an axial load. This test method provides an approximate value of the strength of cohesive materials in terms of total stresses. The undrained shear strength of a cohesive soil sample is typically one-half (1/2) the unconfined compressive strength.

Water (Moisture) Content of Soil by Mass (ASTM D 2216)
This test method determines water (moisture) content by mass of soil where the reduction in mass by drying is due to loss of water. The water (moisture) content of soil, expressed as a percentage, is defined as the ratio of the mass of water to the mass of soil solids. Moisture content may provide an indication of cohesive soil shear strength and compressibility when compared to Atterberg Limits.

One-Dimensional Consolidation of Soils Using Incremental Loading (ASTM D 2435)
This test method determines the magnitude and rate of consolidation (CON) of soil when it is restrained laterally and drained axially while subject to incrementally applied controlled-stress loading. Results of consolidation testing provide important information regarding the stress-soil history and soil compressibility. During consolidation testing, the soil sample is initially set in a consolidation cell followed by a saturation period in which swelling is prevented by controlled loading. Once swelling ceases, the consolidation test is performed by adding predetermined incremental loads up to a percent strain of about 20% of the loading frame capacity. Once this capacity is met, the final load is removed to observe the final rebound. Consolidation testing includes an unload-reload cycle which reduces the effect of soil disturbance from sampling.

Liquid Limit, Plastic Limit and Plasticity Index of Soils (ASTM D 4318)
This test method determines the liquid limit, plastic limit and the plasticity index of soils. These tests, also known as Atterberg limits, are used from soil classification purposes. They also provide an indication of the volume change potential of a soil when considered in conjunction with the natural moisture content. The liquid limit and plastic limit establish boundaries of consistency for plastic soils. The plasticity index is the difference between the liquid limit and plastic limit.

Laboratory Miniature Vane Shear Test for Saturated Fine-Grained Clayey Soil (ASTM D 4648)
This test method provides estimates of undrained shear strength of very soft to stiff saturated fine-grained clayey soils. The miniature vane shear (MVS) test consists of inserting a vane with four (4) blades in the end of an undisturbed sample or remolded sample and rotating it at a constant rate to determine the torque required to cause a cylindrical surface to be sheared by the vane. This torque is then converted to a unit shearing resistance of the cylindrical surface area. The torque is measured by a calibrated torque spring that is attached directly to the vane.

Consolidated-Undrained Triaxial Compression Test on Cohesive Soils (ASTM D 4767)
This test method determines the strength and stress-strain relationships of a cylindrical specimen of either undisturbed or remolded cohesive soil. Specimens are subjected to a confining fluid pressure in a triaxial chamber. Drainage of the specimen is not permitted during the test. The specimen is sheared in compression without drainage at a constant rate of axial deformation (strain-controlled). The consolidated-undrained (CU) triaxial shear strength of cohesive soils is applicable to situations where soils that have been fully-consolidated under one (1) set of stresses are subjected to a change in stress without time for further consolidation to take place (undrained condition).

Dry Unit Weight of Soils
This test method determines the weight per unit volume of soil, excluding water. Dry unit weight is used to relate the compactness of soils to volume change and stress-strain tendencies of soils when subjected to external loadings.

Soil properties including moisture content, unit weight, Atterberg limits, grain size distribution, penetration resistance and compressive strength are presented on the project boring logs in Appendix C. Reports of CU triaxial compression test results are provided in Appendix E. One-dimensional consolidation test results are included in Appendix F.

5 SITE CONDITIONS

Our interpretations of subsurface conditions within the project alignment are based on information obtained at the soil boring locations only. This information has been used as the basis for our conclusions and recommendations included in this report. Subsurface conditions may vary at areas not explored by the soil borings. Significant variations at areas not explored will require reassessment of our recommendations.

5.1 Site Descriptions and Surface Conditions

The project site is located at the McFaddin National Wildlife Refuge in Jefferson County, Texas. Additional information regarding the project site is included in Section 1.2 and Appendix A of this report. An aerial image of the project alignment is included in Drawing No. 12.23.220-1 in Appendix B. Surface conditions within the project alignment consisted of thick pasture grasses, dense weeds, ponded water and some areas that were soft and weak. Conventional ATV-mounted drilling equipment and all-wheel drive vehicles were required to access the soil boring locations.

5.2 Subsurface Soil Stratigraphy and Properties

Soil Borings B-1 through B-9

The subsurface profile encountered in project borings B-1 through B-9 generally consisted of cohesive clay soils (CL and CH) from existing ground surface to the boring completion depths of 15-ft. Semi-cohesionless sand soils were encountered in project borings B-7 and B-8 from existing ground surface to depths of 4-ft and 2-ft, respectively. Ferrous nodules, calcareous nodules and sand pockets were also observed within the subsurface soil matrix of project borings B-1 through B-9.

Results of Atterberg limits tests on selected samples of the cohesive clay soils recovered from project borings B-1 through B-9 indicate liquid limits ranging from 35 to 104 with corresponding plasticity indices ranging from 24 to 72. In-situ moisture contents of the samples ranged from 22% to 80%. The amount of material passing the No. 200 sieve ranged from 71% to 97%.

Undrained shear strengths derived from pocket penetrometer measurements ranged consistently from 0.08-tsf to 1.50-tsf. Undrained shear strengths determined from laboratory UC tests performed on selected samples ranged from 0.19-tsf to 0.47-tsf with corresponding total unit weights ranging from 91-pcf to 127-pcf. Undrained shear strengths determined from laboratory MVS tests performed on selected samples ranged from 0.03-tsf to 0.51-tsf. Based on the above undrained shear strength data, the cohesive soils encountered within project borings B-1 through B-9 are inferred to have very soft to hard, but typically soft consistencies.

Soil Borings B-10 through B-20

The subsurface profile encountered in project borings B-10 to B-20 generally consisted of cohesive clay soils (CL and CH) from existing ground surface to the boring completion depths of 15-ft. Cohesionless sand soils were encountered from existing ground surface to a depth of 2-ft below existing grade in borings B-11 and B-16. Ferrous nodules, calcareous nodules and sand pockets were also observed within the cohesive soil matrix encountered in project borings B-10 through B-20.

Results of Atterberg limits tests on selected samples of the cohesive soils recovered from the project borings indicate liquid limits ranging from 31 to 74 with corresponding plasticity indices ranging from 16 to 55. In-situ moisture contents of the samples ranged from 15% to 42%. The amount of material passing the No. 200 sieve ranged from 69% to 96%.

Undrained shear strengths derived from pocket penetrometer measurements ranged from 0.08-tsf to 0.67-tsf. Undrained shear strengths determined from laboratory UC tests performed on selected samples ranged from 0.13-tsf to 0.84-tsf with corresponding total unit weights ranging from 105-pcf to 132-pcf. Undrained shear strengths determined from laboratory MVS tests performed on selected samples ranged from 0.14-tsf to 0.64-tsf. Based on the above undrained shear strength data, the cohesive soils encountered within the project borings are inferred to have very soft to very stiff, but typically firm consistencies.

Soil properties including moisture content, unit weight, Atterberg limits, grain size distribution, penetration resistance and compressive strength are presented on the project boring logs in Appendix C. Reports of CU triaxial compression test results are provided in Appendix E. One-dimensional consolidation test results are included in Appendix F.

5.3 Groundwater Observations

Groundwater measurements obtained from the project borings during dry-auger drilling are presented in Table 5-1 below.

Table 5-1
Groundwater Level Measurements

Soil Boring Identification	Groundwater Level Measurements		
	Completion Depth	During Dry-Auger Drilling	Depth Observed after Fifteen (15) Minutes
B-1	15-ft	3.0-ft	2.2-ft
B-2	15-ft	2.5-ft	1.6-ft
B-3	15-ft	3.0-ft	2.5-ft
B-4	15-ft	3.0-ft	2.0-ft
B-5	15-ft	3.0-ft	2.5-ft
B-6	15-ft	3.0-ft	2.5-ft
B-7	15-ft	5.0-ft	4.2-ft
B-8	15-ft	4.0-ft	3.4-ft
B-9	15-ft	2.5-ft	2.2-ft
B-10	15-ft	Free water was not encountered during dry-auger drilling.	
B-11	15-ft	3.5-ft	3.2-ft
B-12	15-ft	4.0-ft	3.0-ft
B-13	15-ft	4.0-ft	3.5-ft
B-14	15-ft	4.0-ft	3.5-ft
B-15	15-ft	5.5-ft	5.1-ft
B-16	15-ft	3.0-ft	2.3-ft
B-17	15-ft	6.0-ft	5.8-ft
B-18	15-ft	6.0-ft	5.1-ft
B-19	15-ft	5.0-ft	4.9-ft
B-20	15-ft	6.0-ft	5.0-ft

Groundwater levels may fluctuate with climatic and seasonal variations and should be verified before construction. Accurate determination of static groundwater levels throughout the project alignment could be made with standpipe piezometers. Installation of standpipe piezometers to evaluate long-term groundwater conditions within the project alignment was not included in our scope of services.

6 GEOTECHNICAL RECOMMENDATIONS

6.1 Discussion

We understand the planned berm will be constructed to have an elevation of (+) 6-ft after settlement has occurred. According to drawings provided by the Client in Appendix A, we understand natural ground elevation prior to berm construction is (+) 2-ft. Therefore, the completed new berm is estimated to have a height of approximately 4-ft above natural ground.

The footprint addressing the critical need area of the protection berm is about 10.4-miles in length with a 12-ft wide crest and 1(V):3(H) side slopes. We understand that a borrow area will be established landward of the proposed berm. The borrow area will run parallel to the new berm alignment approximately in which the in-situ soils will be excavated and placed as fill within the limits of the new berm alignment. Based on discussions with the Client, the fill will be placed in layers and semi-compacted.

Our geotechnical design recommendations regarding settlement and global stability of the proposed berm using semi-compacted fill obtained from the borrow area are provided in Sections 6.2 and 6.3 below, respectively.

6.2 Settlement

Settlement analysis was performed using the UniSettle computer program (Version 4) distributed by UniSoft Ltd. The program was developed by Pierre Goudreault and Bengt Fellenius and uses the Janbu Tangent Modulus approach (Janbu 1998) to calculate consolidation and elastic settlements.

In our analysis, we divided the project borings into two (2) sections (B-1 through B-9 and B-10 through B-20) due to similar subsurface profiles. Using this information, we calculated total long-term settlements at the center and edge of the proposed protection berm for various berm heights of 4-ft, 5-ft and 6-ft. Settlements calculated for each berm height are shown in Table 6-1 below.

Table 6-1
Results of Settlement Analysis

	Height of Berm					
	4-ft		5-ft		6-ft	
	Center (in)	Edge (in)	Center (in)	Edge (in)	Center (in)	Edge (in)
Borings B-1 Through B-9	6 - 8	0.5 - 1	10 - 12	1 - 2	10 - 12	1 - 2
Borings B-10 Through B-20	7 - 8	0.5 - 1	11 - 12	1 - 2	11 - 12	0.5 - 1

Based on the settlement estimates in Table 6-1 above, it is our opinion that a berm height of 5-ft will provide the required crest elevation of (+) 6-ft after settlement has occurred. It should be noted that the computed settlement is based on compressibility parameters derived from laboratory one-dimensional consolidation test data and empirical relationships with soil classification. We expect that actual settlements could be within ±30% of the calculated values.

6.3 Global Stability

Based on the cross section provided by the Client, we understand the proposed protection berm will have a crest width of 12-ft with 1(V):3(H) side slopes. Using this information and a 5-ft berm height, we have performed slope stability analysis which considers that the in-situ borrow materials will be used as semi-compacted fill for new berm construction. The following sections present our global stability analysis in further detail.

6.3.1 Loading Conditions

Short-term and long-term analysis conditions were considered in our stability analysis of the proposed protection berm. The short-term case considers undrained parameters in the fine-grained, cohesive clay soils. The minimum recommended factor of safety for short-term loading conditions is 1.3. The long-term case considers conditions that will exist for a time period after construction needed for drained soil strength conditions to develop under sustained loading conditions. Analysis of long-term conditions is performed using drained soil parameters for the cohesive clay soils. The minimum recommended factor of safety for long-term loading conditions is 1.5.

6.3.2 Soil Parameters

Soil parameters used in our stability analysis were based on the information derived from the project borings and our experience with similar subsurface conditions. Total (undrained) stress cohesion values for the cohesive soils encountered were based on field and laboratory strength test results. The angle of internal friction used for cohesive soils under undrained conditions was zero (also known as "$\phi = 0$ condition"). Effective (drained) stress cohesion values and angles of internal friction were estimated primarily from results of CU testing performed in our laboratory and empirical correlations with plasticity indices. The soil design parameters used in our analysis are presented in Appendix G of this report.

6.3.3 Evaluation

Global stability analyses were performed to evaluate the stability of the proposed protection berm and the respective material types derived from project borings B-1 through B-20. Our stability analyses were performed using the computer program SLIDE Version 6.0 as developed by Rocscience Inc. and the Bishop limit equilibrium procedure implemented within the program. The SLIDE computer program searches for the critical slope failure plane and computes the minimum safety factor for a given slope geometry and subsurface soil and groundwater profile. The computed factor of safety is the ratio of forces resisting movement to the forces causing movement.

6.3.4 Conclusion

Analyses were performed for short-term and long-term loading conditions using the side slopes [1(V):3(H)] provided by the Client and the proposed 5-ft berm height. The results of our analyses are included in Table 6-2 below. Graphical plots presenting our design cross sections, soil parameters used and the resulting factors of safety are presented in Appendix H of this report.

Table 6-2
Results of Global Stability Analysis

Soil Borings	Berm Height	Analysis Condition	Soil Parameters	Recommended Factors of Safety	Calculated Factors of Safety
B-1 through B-9	5-ft	Short-Term	Undrained	1.3	1.637
		Long-Term	Drained	1.5	2.033
B-10 through B-20	5-ft	Short-Term	Undrained	1.3	1.382
		Long-Term	Drained	1.2	2.121

Our global stability analysis of the proposed protection berm produced factors of safety that were greater than the recommended factors of safety for the loading conditions analyzed. Based on results of our stability analysis summarized in Table 6-2 above, it appears that 1(V):3(H) side slopes and a berm height of 5-ft will have adequate factor of safety for stability under short and long-term conditions.

6.4 Construction Considerations

6.4.1 Excavation

We understand that the borrow area will be established landward of the proposed berm. The borrow area will run parallel to the new berm alignment approximately in which the in-situ soils will be excavated and placed as fill within the limits of the new berm alignment.

During excavation of the borrow area, satisfactory materials for use as semi-compacted fill should be stockpiled at least 6-ft away from the excavation limits. Berm materials excavated from the borrow area should consist of naturally occurring clay materials as identified in the project borings (CL or CH). These materials should be free of vegetation, organic matter and other deleterious materials.

Excavated materials such as sand or silt soils, vegetation, organic matter and other deleterious materials that are not satisfactory for use with berm construction should be disposed of per the project specifications (placed along the south side of the new berm for marsh habitat).

Grading should be performed as necessary to prevent surface water from entering the excavation of the borrow area. Any water accumulated within the excavation should be removed to maintain the stability of the bottom and sides of the excavation.

6.4.2 Semi-Compacted Fill

The alignment designated for new berm construction should be stripped of all surface vegetation, organic matter, debris and other deleterious materials. Once stripping is complete within the new berm alignment and prior to fill placement, the surface in which the berm will be located should be scarified to a depth of 6-in. After the foundation soils are scarified, the alignment should be compacted in accordance with the following sections of this report. Scarification of the berm foundation soils should be performed parallel to the centerline of the proposed berm at least 200-ft, but no greater than 500-ft, in advance of berm construction.

The semi-compacted fill berm should be constructed to the required design section as proposed by the Engineer using sufficient amounts of satisfactory materials obtained from the parallel borrow area. The fill material should be placed and spread in maximum 12-in thick layers prior to compaction using suitable equipment feasible for the soil conditions and project nature. Prior to compaction of each layer, the moisture content should be suitable to obtain the maximum compaction with the equipment used as described below.

Moisture Content

The moisture content of the excavated material should be controlled during construction. We recommend that the excavated clay soils have moisture contents in percent of dry weight ranging between 18% and 28% for lean clay (CL) soils and 20% to 37% for fat clay (CH) soils when placed within the new berm alignment. We also recommend that a minimum of one (1) moisture content test be performed for every lift of berm construction.

The Contractor should process the excavated material within 10% of the specified maximum moisture content above before placement within the berm alignment for final processing. Any necessary processing operations should be performed to control the material moisture content within the specified range.

Compaction should not begin until moisture content tests are performed and the moisture content is within the above specified ranges. Wet material should be processed by stockpiling, disking and harrowing until the moisture content is reduced sufficiently. If the borrow material is too dry, it should pre-wetted or sufficient moisture should be uniformly-distributed in each lift before compacting.

Compaction

When the moisture content and conditions of the fill layers are satisfactory, each layer should be compacted using a crawler-type tractor with a ground pressure of 7-psi or greater. Three (3) complete passes over each layer should be performed. Compaction by the tractor should not be considered while spreading materials. Each pass should consist of one (1) complete coverage of the surface of a layer by the treads of the tractor. Portions of the embankment that the compacting equipment cannot reach for any reason should be compacted by an approved method to the density equal to that of the surrounding berm.

7 LIMITATIONS AND DESIGN REVIEW

7.1 Limitations

This report has been prepared for the exclusive use of LJA Engineering, Inc. and their project team for specific application to the design and construction of the proposed overwash protection berm at the McFaddin National Wildlife Refuge in Jefferson County, Texas. Our report has been prepared in accordance with the generally accepted geotechnical engineering practice common to the local area. No other warranty, express or implied, is made.

The analyses and recommendations contained in this report are based on the data obtained from the referenced soil borings performed within the project alignment. The soil borings indicate subsurface conditions only at the specific locations, times and depths penetrated. The soil borings do not necessarily reflect strata variations that may exist at other locations within the project alignment. The validity of our recommendations is based in part on assumptions about the stratigraphy made by the Geotechnical Engineer. Such assumptions may be confirmed only during construction of the proposed berm. Our recommendations presented in this report must be reassessed if subsurface conditions during construction are different from those described in this report.

If any changes in the nature, design or location of the project are planned, the conclusions and recommendations contained in this report should not be considered valid unless the changes are reviewed and the conclusions modified or verified in writing by TWE. TWE is not responsible for any claims, damages or liability associated with interpretation or reuse of the subsurface data or engineering analyses without the expressed written authorization of TWE.

7.2 Design Review

Review of the design and construction drawings as well as the specifications should be performed by TWE before release. The review is aimed at determining if the geotechnical design and construction recommendations contained in this report have been properly interpreted. Design review is not within the authorized scope of work for this study.

7.3 Construction Monitoring

Construction surveillance is recommended and has been assumed in preparing our recommendations. These field services are required to check for changes in conditions that may result in modifications to our recommendations. The quality of the construction practices will affect performance of the p and should be monitored. TWE would be pleased to provide construction monitoring, testing and inspection services for the project.

7.4 Closing Remarks

We appreciate the opportunity to be of service during this phase of the project and we look forward to continuing our services during the construction phase and on future projects.

APPENDIX A

PROJECT INFORMATION
LJA ENGINEERING, INC.

McFaddin NWR Beach Ridge Restoration

W.L. "Bill" Worsham, P.E.

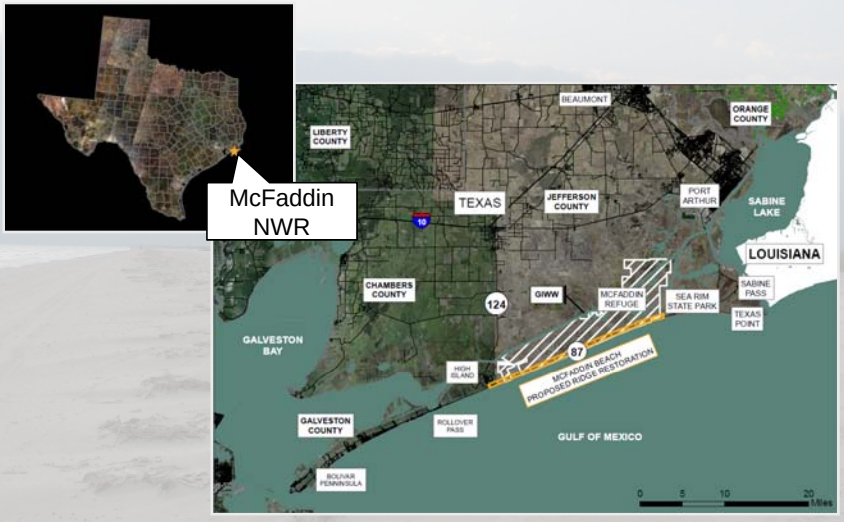
April 11, 2012

Overview

- **Vicinity**
- **Detrimental Marsh Impacts**
- **Critical Need Areas**
- **Proposed McFaddin Beach Ridge Restoration**

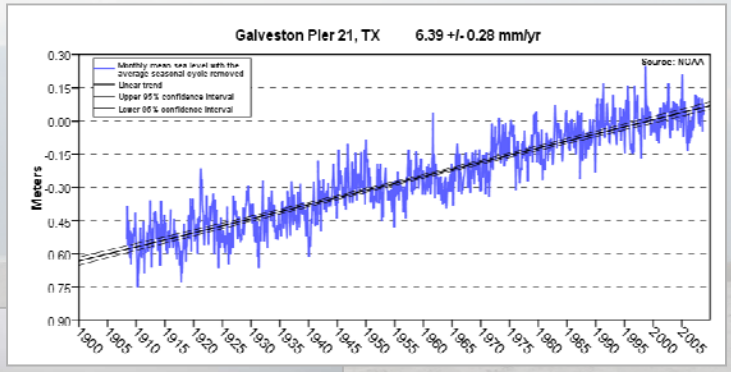
LJA Engineering, Inc.

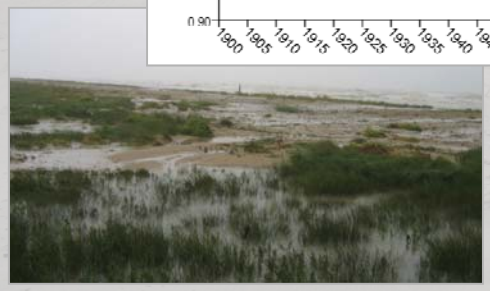
Vicinity



LJA Engineering, Inc.

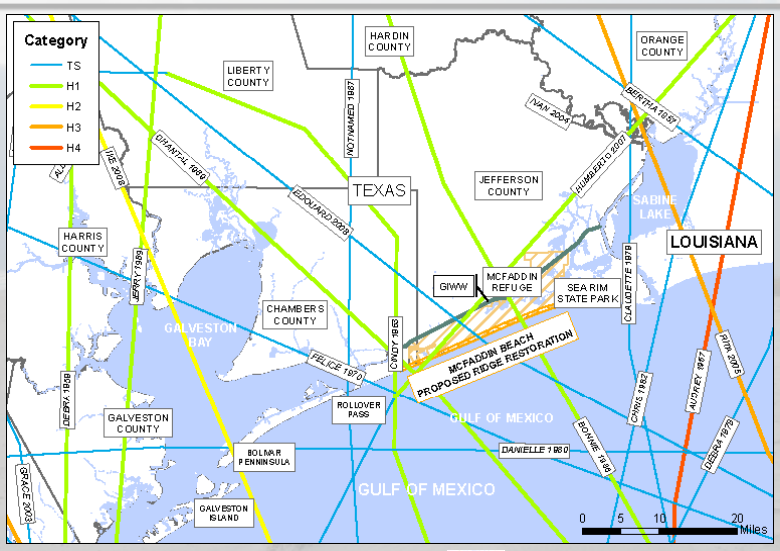
Detrimental Marsh Impacts: Sea Level Rise





LJA Engineering, Inc.

Detrimental Marsh Impact: Storm Events



LJA Engineering, Inc.

Detrimental Marsh Impacts: Current Status

USGS science for a changing world

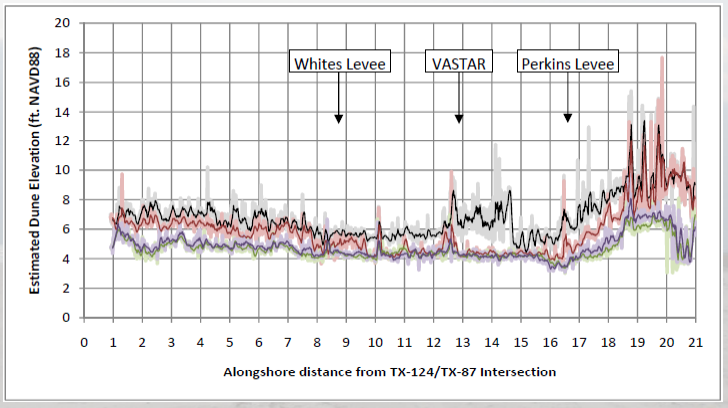
Pontchartrain Institute for Environmental Sciences University of New Orleans

LJA Engineering, Inc.

Detrimental Marsh Impacts: Current Status

LJA Engineering, Inc.

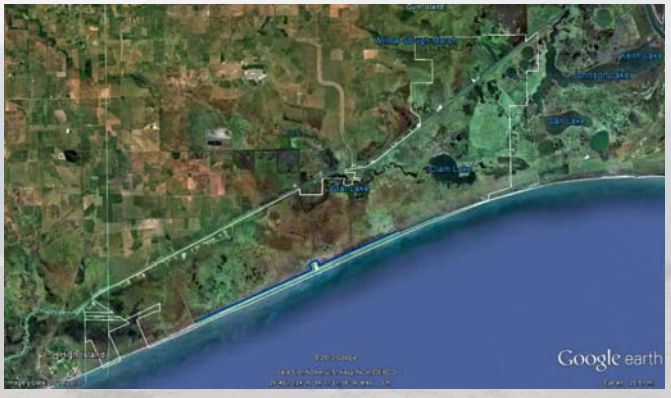
Critical Areas: Dune Elevation



Estimated dune elevation (maximum cross-shore elevation) for August 2005 (black/gray), October 2005 (red), February 2009 (green) and April 2010 (purple). Solid line represents a five point moving average, lighter color represents the actual data.

LJA Engineering, Inc.

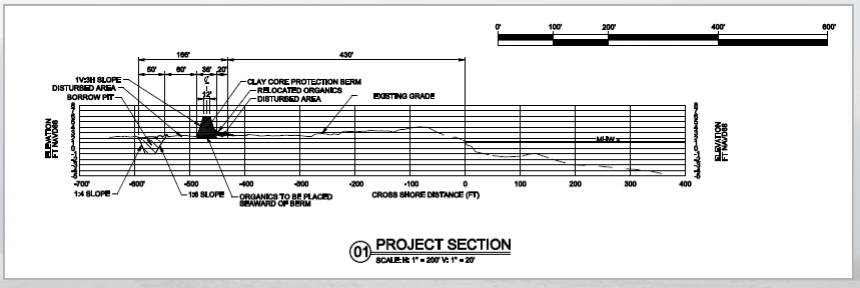
McFaddin NWR Beach Ridge Restoration: Plan



Proposed Clay Beach Ridge, Elevation +6.0' NAVD88
Positioned shoreward of existing dune ridge, >400' from MHW
Footprint: 10.4 miles total length addressing critical need area.
Maximum Construction Disturbance - 203.5 ac
Beach Ridge (Intertidal Marsh raised to Higher Marsh) - 45.5 ac
Aquatic Habitat (converted from intertidal marsh) - 58 ac

LJA Engineering, Inc.

McFaddin NWR Beach Ridge Restoration: Section

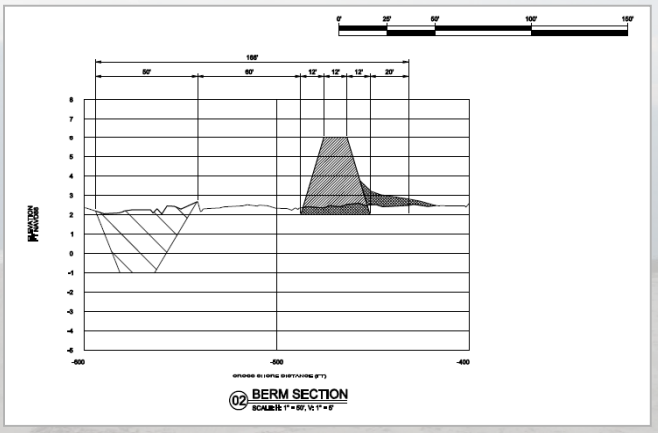


Proposed Clay Berm, Elevation +6.0' NAVD88
12' wide crest, 1:3 side slopes
Positioned shoreward of existing dune ridge, >400' from MHW

Interagency Effort:
USFWS providing funding for construction
Texas General Land Office providing management and oversight
Jefferson County providing funding for engineering (CIAP)

LJA Engineering, Inc.

McFaddin NWR Beach Ridge Restoration: Section

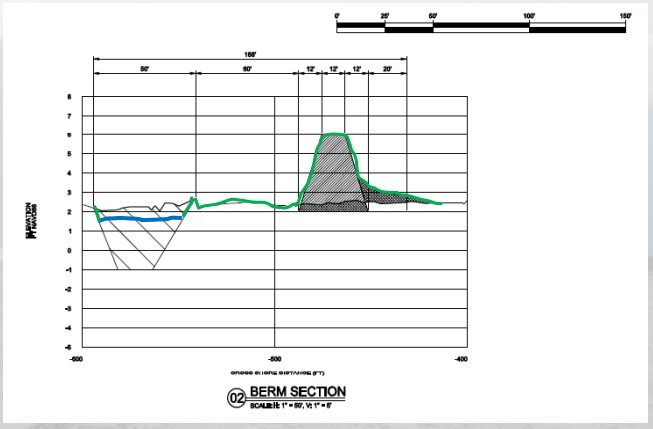


Proposed Clay Berm, Elevation 6.0' NAVD88
12' wide crest, 1:3 side slopes, 166' wide disturbed area during construction

Borrow Area located landward of proposed berm,
will be designed to enhance habitat

LJA Engineering, Inc.

McFaddin NWR Beach Ridge Restoration: After



Following construction, the beach ridge, relocated sand overburden and disturbed construction area between the borrow area and the ridge will be restored to marsh habitat.

The borrow area will convert to aquatic habitat.

LJA Engineering, Inc.

APPENDIX B

SOIL BORING LOCATION PLAN
DRAWING NO. 12.23.220-1

VICINITY MAP

FIELD PROGRAM COORDINATES

BORING	DEPTH	LATITUDE	LONGITUDE
B-1	15'	29° 35' 24.43" N	94° 17' 09.85" W
B-2	15'	29° 35' 35.07" N	94° 16' 42.52" W
B-3	15'	29° 35' 45.67" N	94° 16' 15.20" W
B-4	15'	29° 35' 56.30" N	94° 15' 47.87" W
B-5	15'	29° 36' 06.90" N	94° 15' 20.55" W
B-6	15'	29° 36' 17.51" N	94° 14' 53.22" W
B-7	15'	29° 36' 28.13" N	94° 14' 25.87" W
B-8	15'	29° 36' 38.73" N	94° 13' 58.54" W
B-9	15'	29° 36' 49.34" N	94° 13' 31.19" W
B-10	15'	29° 36' 59.93" N	94° 13' 03.86" W
B-11	15'	29° 37' 10.54" N	94° 12' 36.53" W
B-12	15'	29° 37' 21.13" N	94° 12' 09.17" W
B-13	15'	29° 37' 34.16" N	94° 11' 40.10" W
B-14	15'	29° 37' 44.60" N	94° 11' 12.69" W
B-15	15'	29° 37' 55.04" N	94° 10' 45.27" W
B-16	15'	29° 38' 05.46" N	94° 10' 17.83" W
B-17	15'	29° 38' 15.90" N	94° 09' 50.41" W
B-18	15'	29° 38' 26.33" N	94° 09' 22.97" W
B-19	15'	29° 38' 36.76" N	94° 08' 55.54" W
B-20	15'	29° 38' 47.18" N	94° 08' 28.10" W

LEGEND

SOIL BORING LOCATION

Tolunay-Wong Engineers, Inc.

SOIL BORING LOCATION PLAN
OVERWASH PROTECTION BERM
McFADDIN NATIONAL WILDLIFE REFUGE
JEFFERSON COUNTY, TEXAS

DRAWN BY:	M.M.	DWG. NO.	12.23.220-1
CHECKED BY:	T.G.H.	SCALE:	N.T.S.
APPROVED BY:	P.J.K.	DATE:	SEPTEMBER 07, 2012

APPENDIX C

LOGS OF PROJECT BORINGS AND A KEY TO
SYMBOLS AND TERMS USED ON BORING LOGS

LOG OF BORING B-1

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 35' 24.46'
W 94° 17' 09.86"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Gray FAT CLAY (CH)											
			-becomes soft at 2'	(P)0.25		40	67	50	34					MVS
			-MVS=0.17-tsf											
5			Very soft gray LEAN CLAY (CL), with sand pockets	(P)0.25										
			-becomes soft at 6'	(P)0.50										
			-with ferrous stains from 8' to 15'	(P)0.50										
10			-MVS=0.22-tsf	(P)0.50		25	87	42	30				86	MVS
			-becomes stiff at 13'	(P)2.50										
			-with calcareous nodules from 13' to 15'											
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/27/12
DATE BORING COMPLETED: 07/27/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3-ft during dry-auger drilling and rose to a depth of 2.2-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-2

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 35' 35.08"
W 94° 16' 42.52"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Soft brown FAT CLAY (CH)	(P)0.50										
			-with sand pockets from 0' to 4'											
			-becomes gray at 2'	(P)0.25										
			-very soft from 2' to 4'											
			-becomes soft at 4'	(P)0.50		48	66	57	41					MVS
5			-MVS=0.17-tsf											
			Firm gray LEAN CLAY (CL), with sand pockets	(P)0.75										
			-MVS=0.38-tsf	(P)1.00		23	103	35	24				96	MVS
10			-becomes stiff at 10'	(P)2.25										
			-with ferrous stains from 10' to 15'											
			-becomes hard at 13'	(P)4.50										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/27/12
DATE BORING COMPLETED: 07/27/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 2.5-ft during dry-auger drilling and rose to a depth of 1.6-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-3

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 35' 45.71"
W 94° 16' 15.21"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm reddish brown and gray FAT CLAY with SAND (CH), with organics and ferrous stains -MVS=0.33-tsf	(P)0.25		37	82	64	43				71	MVS
			Very soft gray FAT CLAY (CH)	(P)0.25										
				(P)0.25										
5				(P)0.25		52	62	54	36					
				(P)0.25										
10			-becomes firm at 10'	(P)0.75		34		58	41					
			Stiff brown and gray LEAN CLAY with SAND (CL)	(P)1.50										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/27/12
DATE BORING COMPLETED: 07/27/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3-ft during dry-auger drilling and rose to a depth of 2.5-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-4

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 35' 56.32"
W 94° 15' 47.87"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Soft brown and gray FAT CLAY with SAND (CH), with organics	(P)0.25		80	53	104	72				82	MVS
			-MVS=0.20-tsf -becomes very soft at 2'	(P)0.25		61	71	69	43				71	
5			Very soft gray FAT CLAY (CH)	(P)0.25 (P)0.25 (P)0.25										
10			-becomes firm, reddish brown and gray at 10'	(P)0.75										
			Firm gray and reddish brown LEAN CLAY with SAND (CL)	(P)1.50		22	98	44	28	0.93	15 **		80	
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/27/12
DATE BORING COMPLETED: 07/27/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3-ft during dry-auger drilling and rose to a depth of 2-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-5

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 36' 06.92"
W 94° 15' 20.53"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Soft reddish brown and gray FAT CLAY (CH) -with organics from 0' to 6'	(P)0.50										
			-becomes very soft at 2'	(P)0.25										
				(P)0.25		47		56	38				97	CU
5			-becomes soft at 6' -with ferrous stains from 6' to 10'	(P)0.50										
				(P)0.50										
10			-becomes firm at 10' -with ferrous nodules from 10' to 15'	(P)1.00		34		71	49				96	CON
				(P)1.25										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3-ft during dry-auger drilling and rose to a depth of 2.5-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. CON: One-Dimensional Consolidation. CU: Consolidation-Undrained Triaxial Compression.

LOG OF BORING B-6

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 36' 17.52"
W 94° 14' 53.22"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very soft brown FAT CLAY (CH)	(P)0.25										
			-with organics from 0' to 4'											
			-with silt seams and sand pockets from 2' to 6'	(P)0.25		50	64	69	43				89	MVS
			-MVS=0.08-tsf											
			-becomes gray at 4'	(P)0.50										
5			-soft with ferrous nodules from 4' to 6'											
				(P)0.25										
			-becomes firm at 8'	(P)0.25		47	74	76	55					MVS
			-with ferrous stains from 8' to 15'											
			-MVS=0.30-tsf											
10			-soft from 10' to 12'	(P)0.50										
				(P)0.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at depth of 3-ft during dry-auger drilling and rose to a depth of 2.5-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-7

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 36' 28.13"
W 94° 14' 25.87"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very loose tan CLAYEY SAND (SC)	(P)0.25										
			-becomes tan and brown at 2'	(P)0.25										
5			Very soft gray FAT CLAY (CH)	(P)0.25										
			-with sand seams from 4' to 6'											
			-MVS=0.03-tsf	(P)0.25		47	62	66	46				96	MVS
			-becomes soft at 8'	(P)0.50										
			-with ferrous stains from 8' to 15'											
10			-becomes firm, gray and reddish brown at 10'	(P)0.75										
				(P)0.75		32	91	59	41	0.70	8			
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 5-ft during dry-auger drilling and rose to a depth of 4.2-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-8

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 36' 38.76"
W 94° 13' 58.52"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Tan CLAYEY SAND (SC) -with organics from 0' to 2'											
			Very soft gray FAT CLAY (CH) -with organics and ferrous stains from 2' to 4'	(P)0.25										
5			-MVS=0.10-tsf	(P)0.25		58	66	61	40					MVS
			-with silt seams from 6' to 8'	(P)0.25										
			-becomes gray and reddish brown at 8' -with ferrous nodules and stains from 8' to 15'	(P)0.25										
10			-becomes soft at 10'	(P)0.25		39	83			0.37	15 **			
			-becomes stiff at 13'	(P)1.50										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 3.4-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-9

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 36' 49.39"
W 94° 13' 31.22"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Stiff tan and brown LEAN CLAY with SAND (CL), with ferrous nodules -MVS=0.51-tsf	(P)2.00		32	87	47	27				72	MVS
			Very soft brown FAT CLAY (CH) -with sand pockets from 2' to 4'	(P)0.25										
			-becomes gray and brown at 4'	(P)0.25										
5				(P)0.25										
			-becomes soft at 8' -with ferrous stains from 8' to 10'	(P)0.50										
10			-becomes firm, gray and tan at 10' -MVS=0.31-tsf	(P)0.50		35	88	67	50				93	MVS
			-becomes stiff at 13' -with ferrous nodules from 13' to 15'	(P)2.00										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 2.5-ft during dry-auger drilling and rose to a depth of 2.2-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-10

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 36' 59.96"
W 94° 13' 03.86"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very soft tan and brown LEAN CLAY with SAND (CL), with organics	(P)0.25										
			Very soft gray FAT CLAY (CH)	(P)0.25										
			-becomes firm, gray and reddish brown at 4'	(P)0.75		33		58	40					CON
5			-with ferrous nodules from 4' to 10'											
			-soft from 6' to 8'	(P)0.50										
			-with calcareous nodules from 8' to 10'	(P)1.25		29		59	38				89	CU
10			Stiff gray and reddish brown LEAN CLAY with SAND (CL)	(P)1.75										
			-with calcareous nodules from 10' to 12'											
				(P)2.00										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was not encountered during dry-auger drilling. The open borehole was backfilled with soil cuttings. CON: One-Dimensional Consolidation. CU: Consolidated-Undrained Triaxial Compression.

LOG OF BORING B-11

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 37' 10.55"
W 94° 12' 36.51"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Tan SILTY SAND (SM), with organics -non-plastic from 0' to 2'			15							15	
			Very soft gray and reddish brown FAT CLAY (CH), with sand pockets -with organics from 2' to 4'	(P)0.25 (P)0.25										
5			-becomes stiff at 6' -MVS=0.64-tsf	(P)1.50		24	100	58	42				91	MVS
			Very stiff gray and reddish brown LEAN CLAY with SAND (CL), with calcareous nodules	(P)4.00										
10			-becomes stiff at 10'	(P)2.50										
			Very soft tan and brown FAT CLAY (CH), with calcareous nodules and sand pockets	(P)0.25										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3.5-ft during dry-auger drilling and rose to a depth of 3.2-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-12

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 37' 21.19"
W 94° 12' 09.18"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm gray and brown LEAN CLAY with SAND (CL)	(P)1.00										
			-with ferrous nodules from 0' to 2'	(P)0.25										
			-with organics from 0' to 4'											
			-becomes very soft and gray at 2'	(P)0.50		25	87	31	16	0.26	15 **		83	
5			-becomes soft, gray and reddish brown at 4'											
			-with ferrous stains from 4' to 6'											
			-becomes firm at 6'	(P)1.25										
			-becomes stiff at 8'	(P)1.50										
10				(P)2.25										
				(P)2.25		21	109	43	28	1.68	15 **		84	
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 3-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-13

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 37' 34.20"
W 94° 11' 40.10"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm tan and brown FAT CLAY with SAND (CH)	(P)0.50		33	86	52	31				83	MVS
			-with organics and ferrous nodules from 0' to 2'											
			-MVS=0.45-tsf											
			-becomes very soft and gray at 2'	(P)0.25										
				(P)0.50										
5			-becomes soft at 4'											
			-becomes firm at 6'	(P)0.75										
			Stiff gray and reddish brown LEAN CLAY with SAND (CL)	(P)1.75		24	105	47	33	1.12	11		81	
10			-with calcareous nodules from 8' to 10'											
			-becomes firm at 10'	(P)1.00										
			-with ferrous nodules from 10' to 12'											
			-becomes very soft at 13'	(P)0.25										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/30/12
DATE BORING COMPLETED: 07/30/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 3.5-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-14

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 37' 44.58"
W 94° 11' 12.22"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Firm brown LEAN CLAY (CL)	(P)1.00										
			-with organics and calcareous nodules from 0' to 2'											
			-becomes soft at 2'	(P)0.25		30	92	47	33				92	MVS
			-with ferrous stains from 2' to 4'											
			MVS=0.14-tsf	(P)0.25										
5			-becomes very soft at 4'											
			-becomes firm at 6'	(P)1.25										
			-becomes stiff at 8'	(P)1.50										
10			Very soft gray and reddish brown FAT CLAY (CH)	(P)0.25		35	78	54	39				90	
			-becomes stiff at 13'	(P)2.00										
			-with ferrous nodules from 13' to 15'											
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/31/12
DATE BORING COMPLETED: 07/31/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 4-ft during dry-auger drilling and rose to a depth of 3.5-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

LOG OF BORING B-15

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 37' 55.05"
W 94° 10' 45.26"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very soft gray and tan FAT CLAY with SAND (CH), with ferrous nodules	(P)0.25										
			-with organics from 0' to 2' -becomes brown and gray at 2'	(P)0.25		42		52	36				88	
			-becomes soft and gray at 4'	(P)0.50										
5			-becomes firm, gray and reddish brown at 6'	(P)0.75										
			Firm gray and reddish brown LEAN CLAY with SAND (CL), with ferrous nodules	(P)0.75		24		48	34				88	CON
10				(P)1.00										
				(P)1.25										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/31/12
DATE BORING COMPLETED: 07/31/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 5.5-ft during dry-auger drilling and rose to a depth of 5.1-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings. CON: One-Dimensional Consolidation.

LOG OF BORING B-16

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 38' 05.48"
W 94° 10' 17.82"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Tan SILTY SAND (SM), with clay pockets and organics											
			Very soft gray and brown LEAN CLAY (CL), with sand pockets	(P)0.25										
			-becomes firm, gray and reddish brown at 4' -with ferrous nodules from 4' to 15'	(P)0.75		28	95	48	34	0.62	13		87	
5			-stiff from 6' to 8'	(P)1.50		32	95	48	35	1.18	15 **		89	
			-becomes firm at 8'	(P)0.75										
10				(P)1.25										
			-becomes stiff at 13' -with calcareous nodules from 13' to 15'	(P)1.50										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/31/12
DATE BORING COMPLETED: 07/31/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 3-ft during dry-auger drilling and rose to a depth of 2.3-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-17

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 38' 15.91"
W 94° 09' 50.41'

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very soft brown and tan SANDY LEAN CLAY (CL), with organics	(P)0.25		28		40	24				69	
			Very soft brown and gray FAT CLAY (CH)	(P)0.25										
			-with ferrous nodules from 2' to 10'											
			-becomes firm and gray at 4'	(P)0.75										
5														
				(P)0.50										
			-soft from 6' to 8'											
			-becomes gray and reddish brown at 8'	(P)1.00		30	91	59	43	0.99	15 **			
			-with calcareous nodules from 8' to 15'											
10				(P)0.75										
				(P)1.00										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/31/12
DATE BORING COMPLETED: 07/31/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 6-ft during dry-auger drilling and rose to a depth of 5.8-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-18

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 38' 26.34"
W 94° 09' 22.97"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very soft brown SANDY LEAN CLAY (CL), with ferrous nodules and organics	(P)0.25										
			Very soft gray and reddish brown FAT CLAY (CH), with ferrous nodules	(P)0.25										
			-becomes firm at 4'	(P)0.75		34	88	59	45	0.55	15 **			
5			-soft from 6' to 8'	(P)0.50										
				(P)0.75										
10			-with calcareous nodules from 10' to 15'	(P)1.00										
			-slickensided from 13' to 15'	(P)1.50		35	87	73	51	0.91	3 *			
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/31/12
DATE BORING COMPLETED: 07/31/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 6-ft during dry-auger drilling and rose to a depth of 5.1-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-19

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 38' 36.77"
W 94° 08' 55.53"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very soft brown and tan FAT CLAY (CH) -with organics from 0' to 4'	(P)0.25										
			-becomes gray and reddish brown at 2'	(P)0.25		42	83	66	48				92	
			-with ferrous nodules from 4' to 10'	(P)0.25										
5														
			-becomes soft at 6'	(P)0.50										
			-becomes firm at 8'	(P)0.75										
10				(P)1.25		38	83	74	55	0.96	9		96	
				(P)0.75										
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/31/12
DATE BORING COMPLETED: 07/31/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 5-ft during dry-auger drilling and rose to a depth of 4.9-ft after fifteen (15) minutes. The open borehole was backfilled with soil cuttings.

LOG OF BORING B-20

PROJECT: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

CLIENT: LJA Engineering, Inc.
Austin, Texas

COORDINATES: N 29° 38' 47.20"
W 94° 08' 28.08"

SURFACE ELEVATION: --

DRILLING METHOD:
Dry Augered: 0' to 15'
Wash Bored: -- to --

ELEVATION (FT) / DEPTH (FT)	SAMPLE TYPE	SYMBOL	MATERIAL DESCRIPTION	(P) POCKET PEN (tsf) (T) TORVANE (tsf)	STD. PENETRATION TEST BLOWCOUNT	MOISTURE CONTENT (%)	DRY UNIT WEIGHT (pcf)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	COMPRESSIVE STRENGTH (tsf)	FAILURE STRAIN (%)	CONFINING PRESSURE (psi)	PASSING #200 SIEVE (%)	OTHER TESTS PERFORMED
0			Very soft gray and reddish brown FAT CLAY (CH)	(P)0.25										
			-with organics and ferrous nodules from 0' to 2'	(P)0.25										
				(P)0.25										
5														
				(P)0.75		31	85	55	42				92	MVS
			-becomes firm at 6'											
			-with ferrous nodules from 6' to 15'											
			-MVS=0.29-tsf	(P)0.50										
			-soft, tan and gray from 8' to 10'											
10			-becomes stiff at 10'	(P)2.00										
			-with calcareous nodules from 10' to 15'											
			-becomes firm at 13'	(P)1.00		24	105	56	42				92	
15			Bottom @ 15'											
20														
25														
30														
35														

COMPLETION DEPTH: 15 ft
DATE BORING STARTED: 07/31/12
DATE BORING COMPLETED: 07/31/12
LOGGER: R. Godinez
PROJECT NO.: 12.23.220

NOTES: Free water was encountered at a depth of 6-ft during dry-auger drilling and rose to a depth of 5-ft after fifteen (15) minutes. The borehole was backfilled with soil cuttings. MVS: Miniature Vane Shear.

SYMBOLS AND TERMS USED ON BORING LOGS

Most Common Unified Soil Classifications System Symbols

- Fill
- Pavement
- Lean Clay (CL)
- Lean Clay w/ Sand (CL)
- Sandy Lean Clay (CL)
- Fat Clay (CH)
- Fat Clay w/ Sand (CH)
- Sandy Fat Clay (CH)
- Silty Clay (CL)
- Sandy Silty Clay (CL-ML)
- Silty Clayey Sand (SC-SM)
- Clayey Sand (SC)
- Sandy Silt (ML)
- Silty Sand (SM)
- Silt w/ Sand (ML)
- Well Graded Sand (SW)
- Well Graded Sand w/ Gravel (SW-GM)
- Poorly Graded Sand (SP)
- Poorly Graded Sand w/ Silt (SP-SM)
- Silt (ML)
- Elastic Silt (MH)
- Elastic Silt w/ Sand (MH-SP)
- Silty Gravel (GM)
- Clayey Gravel (GC)
- Well Graded Gravel (GW)
- Well Graded Gravel w/ Sand (SP-GM)
- Poorly Graded Gravel (GP)
- Peat

Sampler Symbols	Meaning
	Pavement core
	Thin - walled tube sample
	Standard Penetration Test (SPT)
	Auger sample
	Sampling attempt with no recovery
	TxDOT Cone Penetrometer Test

Field Test Data

2.50	Pocket penetrometer reading in tons per square foot
8/6"	Blow count per 6 - in. interval of the Standard Penetration Test
	Observed free water during drilling
	Observed static water level

Laboratory Test Data

Wc (%)	Moisture content in percent
Dens. (pcf)	Dry unit weight in pounds per cubic foot
Qu (tsf)	Unconfined compressive strength in tons per square foot
UU (tsf)	Compressive strength under confining pressure in tons per square foot
Str. (%)	Strain at failure in percent
LL	Liquid Limit in percent
PI	Plasticity Index
#200 (%)	Percent passing the No. 200 mesh sieve
( )	Confining pressure in pounds per square inch
*	Slickensided failure
**	Did not fail @ 15% strain

RELATIVE DENSITY OF COHESIONLESS & SEMI-COHESIONLESS SOILS

The following descriptive terms for relative density apply to cohesionless soils such as gravels, silty sands, and sands as well as semi-cohesive and semi-cohesionless soils such as sandy silts, and clayey sands.

Relative Density	Typical N_{60} Value Range*
Very Loose	0-4
Loose	5-10
Medium Dense	11-30
Dense	31-50
Very Dense	Over 50

* N_{60} is the number of blows from a 140-lb weight having a free fall of 30-in. required to penetrate the final 12-in. of an 18-in. sample interval, corrected for field procedure to an average energy ratio of 60% (Terzaghi, Peck, and Mesri, 1996).

CONSISTENCY OF COHESIVE SOILS

The following descriptive terms for consistency apply to cohesive soils such as clays, sandy clays, and silty clays.

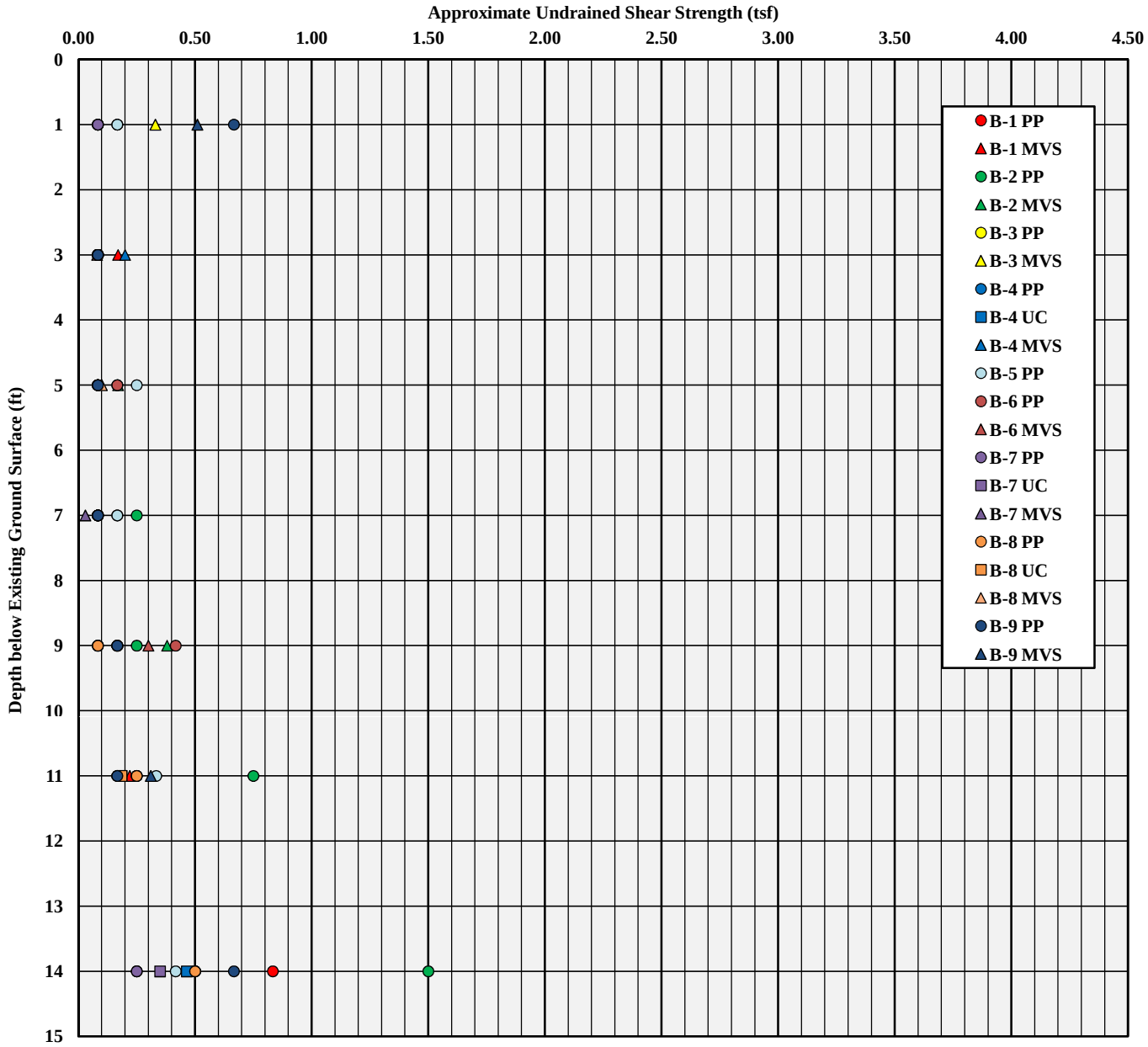
Pocket Penetrometer (tsf)	Typical Compressive Strength (tsf)	Consistency	Typical SPT "N_{60}" Value Range**
pp < 0.50	qu < 0.25	Very soft	≤ 2
0.50 ≤ pp < 0.75	0.25 ≤ qu < 0.50	Soft	3-4
0.75 ≤ pp < 1.50	0.50 ≤ qu < 1.00	Firm	5-8
1.50 ≤ pp < 3.00	1.00 ≤ qu < 2.00	Stiff	9-15
3.00 ≤ pp < 4.50	2.00 ≤ qu < 4.00	Very Stiff	16-30
pp ≥ 4.50	qu ≥ 4.00	Hard	≥ 31

** An "N_{60}" value of 31 or greater corresponds to a hard consistency. The correlation of consistency with a typical SPT "N_{60}" value range is approximate.

APPENDIX D

UNDRAINED SHEAR STRENGTH VS. DEPTH
BORINGS B-1 THROUGH B-20

UNDRAINED SHEAR STRENGTH VS. DEPTH
SOIL BORINGS B-1 THROUGH B-9



Consistency of Cohesive Soils

Consistency	Typical Undrained Shear Strength (s_u)
Very Soft	$s_u < 0.13$-tsf
Soft	$0.13\text{-tsf} \leq s_u < 0.25\text{-tsf}$
Firm	$0.25\text{-tsf} \leq s_u < 0.50\text{-tsf}$
Stiff	$0.50\text{-tsf} \leq s_u < 1.00\text{-tsf}$
Very Stiff	$1.00\text{-tsf} \leq s_u < 2.00\text{-tsf}$
Hard	$s_u \geq 2.00$-tsf

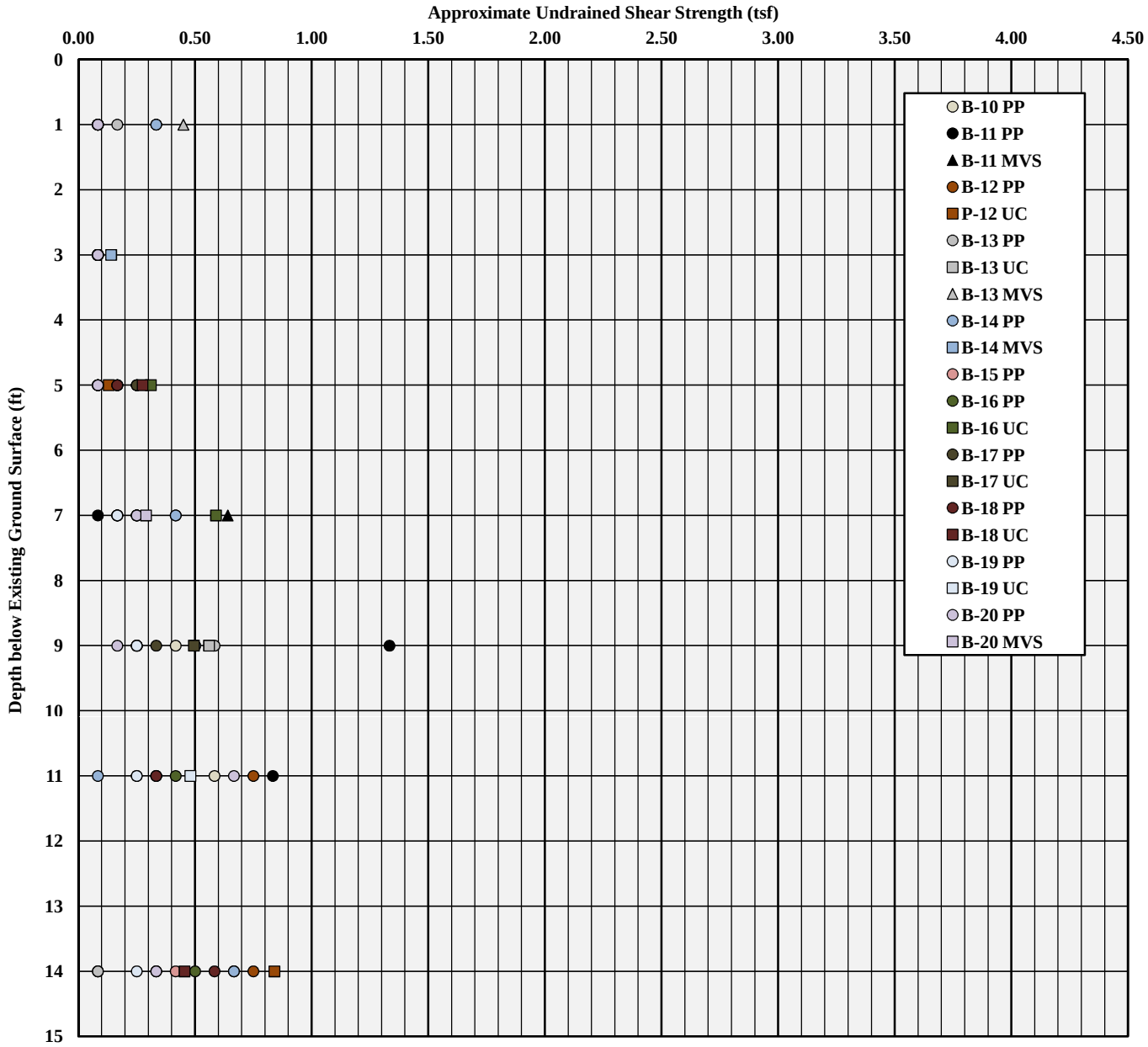
Notes

Undrained shear strength values above are based on field strength measurements using a pocket penetrometer (PP) and laboratory strength measurements using unconfined compression (UC) strength testing and Miniature Vane Shear (MVS).

$$s_u = MVS \mid s_u = PP / 3 \mid s_u = UC / 2$$

Project: McFaddin NWR - Beach Ridge Restoration, Jefferson County, Texas	Tolunay-Wong Engineers, Inc.	**Project No.** 12.23.220 **Report No.** 53884
Client: LJA Engineering, Inc., Austin, Texas	**Undrained Shear Strength vs. Depth** **Borings B-1 through B-9**	**Appendix** D **Figure** 1

UNDRAINED SHEAR STRENGTH VS. DEPTH
SOIL BORINGS B-10 THROUGH B-20



Consistency of Cohesive Soils

Consistency	Typical Undrained Shear Strength (s_u)
Very Soft	$s_u < 0.13$-tsf
Soft	$0.13\text{-tsf} \le s_u < 0.25\text{-tsf}$
Firm	$0.25\text{-tsf} \le s_u < 0.50\text{-tsf}$
Stiff	$0.50\text{-tsf} \le s_u < 1.00\text{-tsf}$
Very Stiff	$1.00\text{-tsf} \le s_u < 2.00\text{-tsf}$
Hard	$s_u \ge 2.00$-tsf

Notes

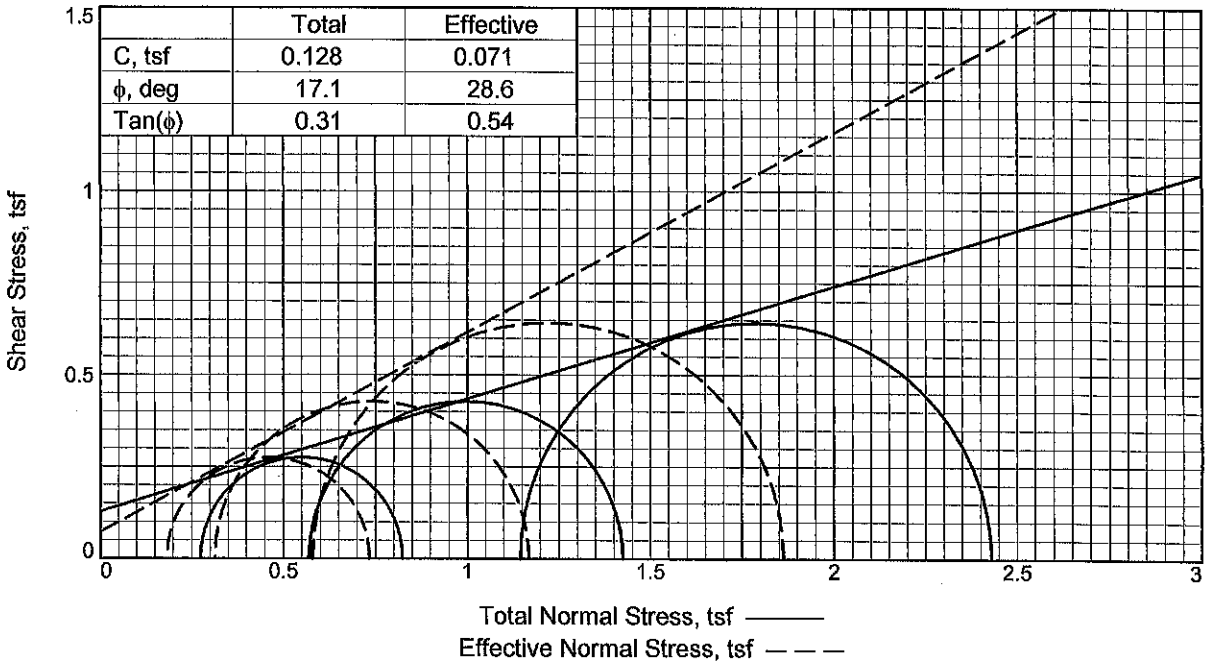
Undrained shear strength values above are based on field strength measurements using a pocket penetrometer (PP) and laboratory strength measurements using unconfined compression (UC) strength testing and Miniature Vane Shear (MVS).

$$s_u = MVS \mid s_u = PP / 3 \mid s_u = UC / 2$$

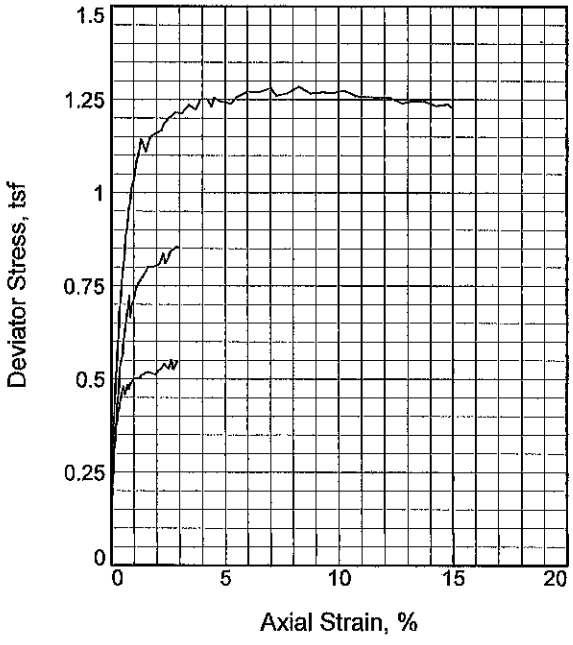
Project: McFaddin NWR - Beach Ridge Restoration, Jefferson County, Texas	Tolunay-Wong Engineers, Inc.	**Project No.** 12.23.220 **Report No.** 53884
Client: LJA Engineering, Inc., Austin, Texas	**Undrained Shear Strength vs. Depth** **Borings B-10 through B-20**	**Appendix** D **Figure** 2

APPENDIX E

CU TRIAXIAL COMPRESSION TEST REPORTS
ASTM D 4767



	Total	Effective
C, tsf	0.128	0.071
ϕ, deg	17.1	28.6
Tan(ϕ)	0.31	0.54



Sample No.		1	2	3
Initial	Water Content, %	34.6	34.6	34.6
	Dry Density, pcf	87.3	87.3	87.3
	Saturation, %	98.4	98.4	98.4
	Void Ratio	0.9657	0.9657	0.9657
	Diameter, in.	2.01	2.01	2.01
	Height, in.	4.14	4.14	4.14
At Test	Water Content, %	25.4	25.4	25.4
	Dry Density, pcf	101.0	101.0	101.0
	Saturation, %	100.0	100.0	100.0
	Void Ratio	0.6992	0.6992	0.6992
	Diameter, in.	1.87	1.89	1.91
	Height, in.	4.13	4.04	3.94
Strain rate, %/min.		0.03	0.02	0.01
Eff. Cell Pressure, psi		3.80	7.90	15.90
Fail. Stress, tsf		0.55	0.85	1.28
Excess Pore Pr., tsf		0.09	0.26	0.57
Strain, %		2.6	2.9	8.3
Ult. Stress, tsf		0.55	0.85	1.27
Excess Pore Pr., tsf		0.09	0.26	0.57
Strain, %		2.9	3.0	9.3
$\bar{\sigma}_1$ Failure, tsf		0.73	1.17	1.86
$\bar{\sigma}_3$ Failure, tsf		0.18	0.31	0.58

Type of Test:
CU with Pore Pressures

Sample Type: Undisturbed

Description: Gray FAT CLAY

Assumed Specific Gravity= 2.75

Remarks:
Test method: ASTM D 4767
Failure type: Bulge

Figure _____

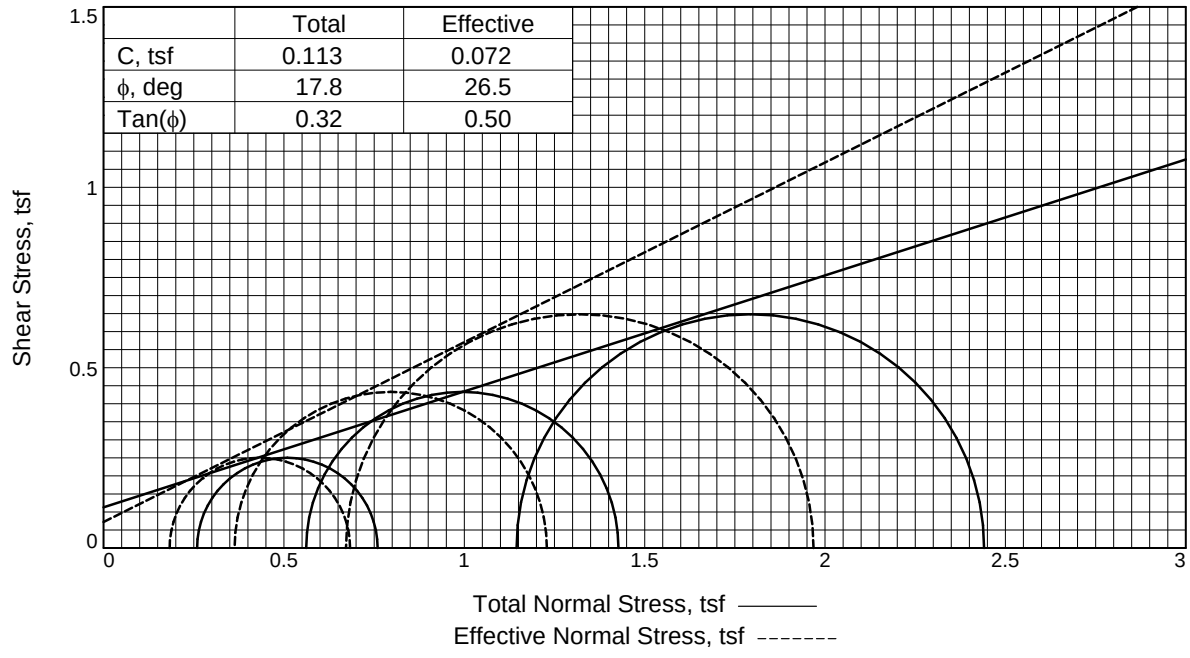
Client: LJA Engineering, Inc.

Project: Beach Ridge Restoration

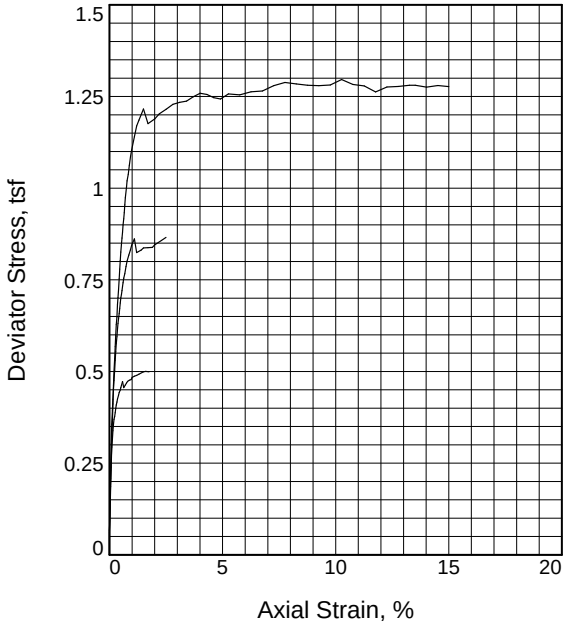
Source of Sample: B-3 **Depth:** 10-12

Proj. No.: 12.23.220 **Date Sampled:** 9/10/12

TRIAXIAL SHEAR TEST REPORT
Tolunay-Wong Engineers, Inc.
Houston, Texas



	Total	Effective
C, tsf	0.113	0.072
ϕ, deg	17.8	26.5
Tan(ϕ)	0.32	0.50



	Sample No.	1	2	3
Initial	Water Content, %	27.0	27.0	27.0
	Dry Density, pcf	97.0	97.0	97.0
	Saturation, %	99.1	99.1	99.1
	Void Ratio	0.7370	0.7370	0.7370
	Diameter, in.	2.00	2.00	2.00
	Height, in.	4.11	4.11	4.11
At Test	Water Content, %	27.1	27.1	27.1
	Dry Density, pcf	97.3	97.3	97.3
	Saturation, %	100.0	100.0	100.0
	Void Ratio	0.7321	0.7321	0.7321
	Diameter, in.	2.00	2.01	2.03
	Height, in.	4.11	4.05	3.97
	Strain rate, %/min.	0.03	0.0060	0.0050
	Eff. Cell Pressure, psi	3.60	7.80	15.90
	Fail. Stress, tsf	0.50	0.87	1.30
	Excess Pore Pr., tsf	0.08	0.20	0.47
	Strain, %	1.6	2.5	10.3
	Ult. Stress, tsf	0.50	0.87	1.28
	Excess Pore Pr., tsf	0.07	0.20	0.46
	Strain, %	1.8	2.5	10.8
	$\bar{\sigma}_1$ Failure, tsf	0.68	1.23	1.97
	$\bar{\sigma}_3$ Failure, tsf	0.18	0.36	0.67

Type of Test:
CU with Pore Pressures

Sample Type: Undisturbed

Description: Gray and brown FAT CLAY; calcareous nodules

Assumed Specific Gravity= 2.70

Remarks:
Test method: ASTM D 4767
Failure type: Bulge

Figure _____

Client: LJA Engineering, Inc.

Project: Beach Ridge Restoration

Source of Sample: B-10 **Depth:** 8-10

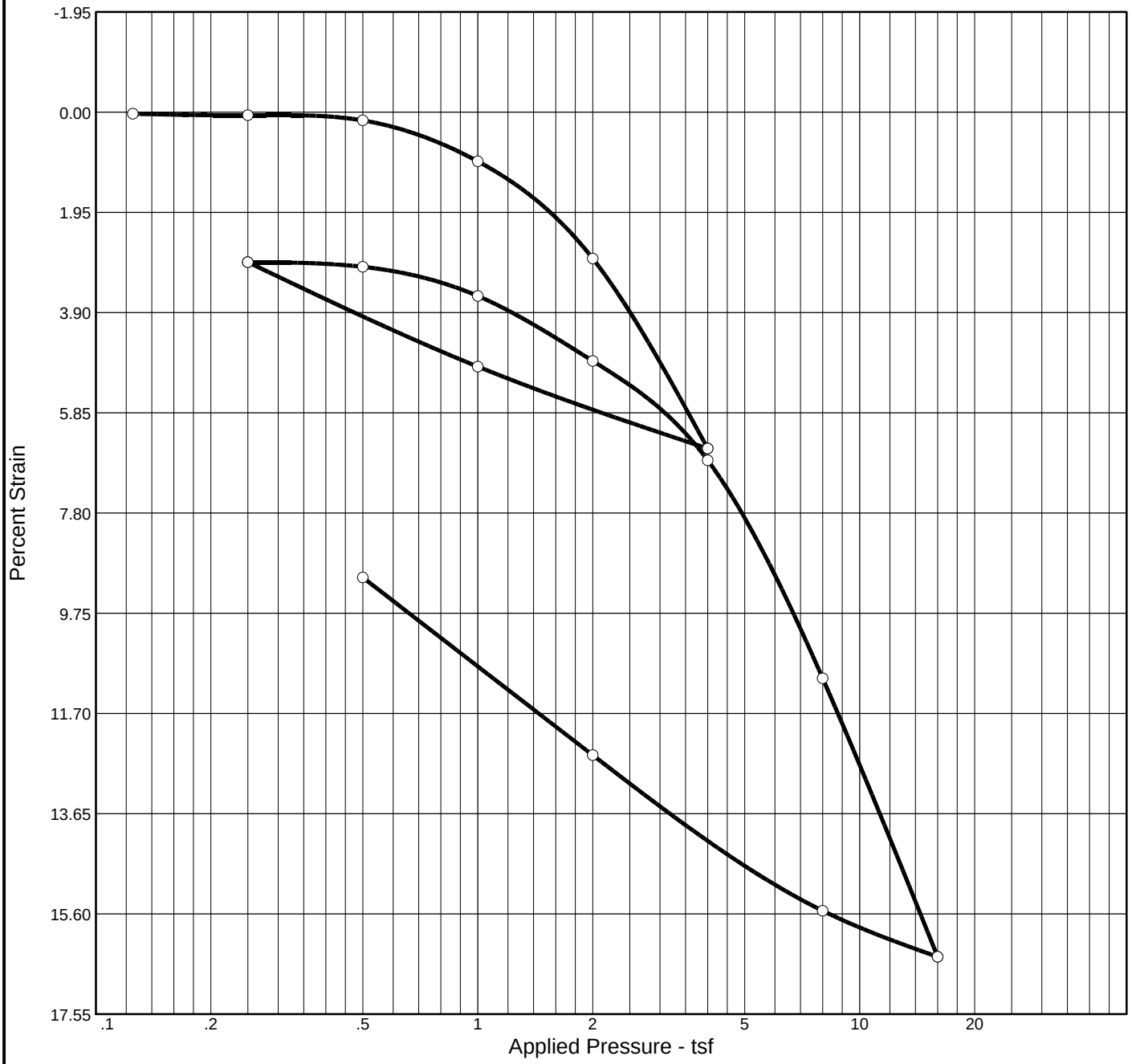
Proj. No.: 12.23.220 **Date Sampled:** 9/11/12

TRIAXIAL SHEAR TEST REPORT
Tolunay-Wong Engineers, Inc.
Houston, Texas

APPENDIX F

ONE-DIMENSIONAL CONSOLIDATION TEST REPORTS
ASTM D 2435

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
61.5 %	13.1 %	105.1	71	49	2.62			0.557

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-5 **Elev./Depth:** 10

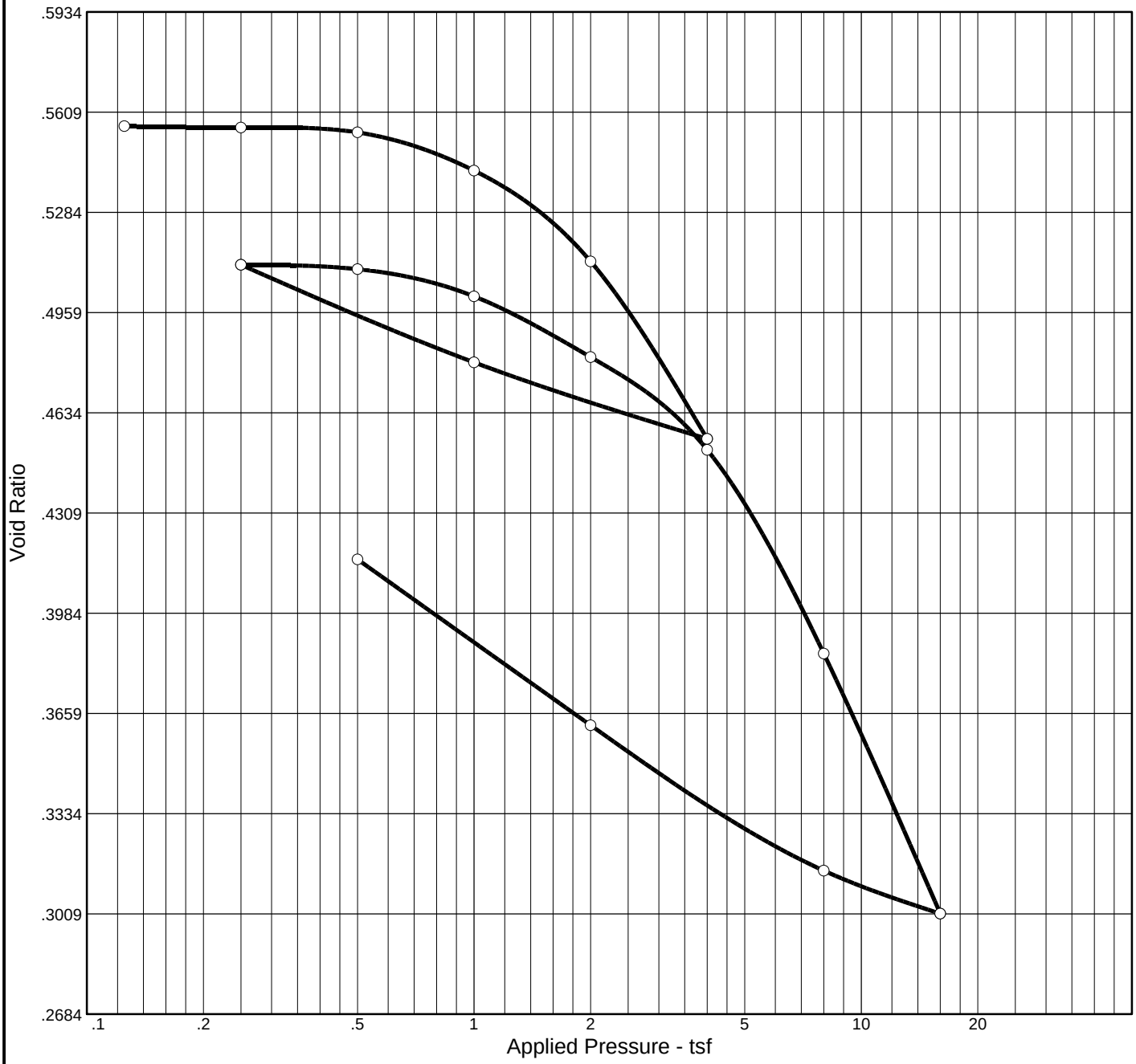
Remarks:

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
61.5 %	13.1 %	105.1	71	49	2.62			0.557

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-5 **Elev./Depth:** 10

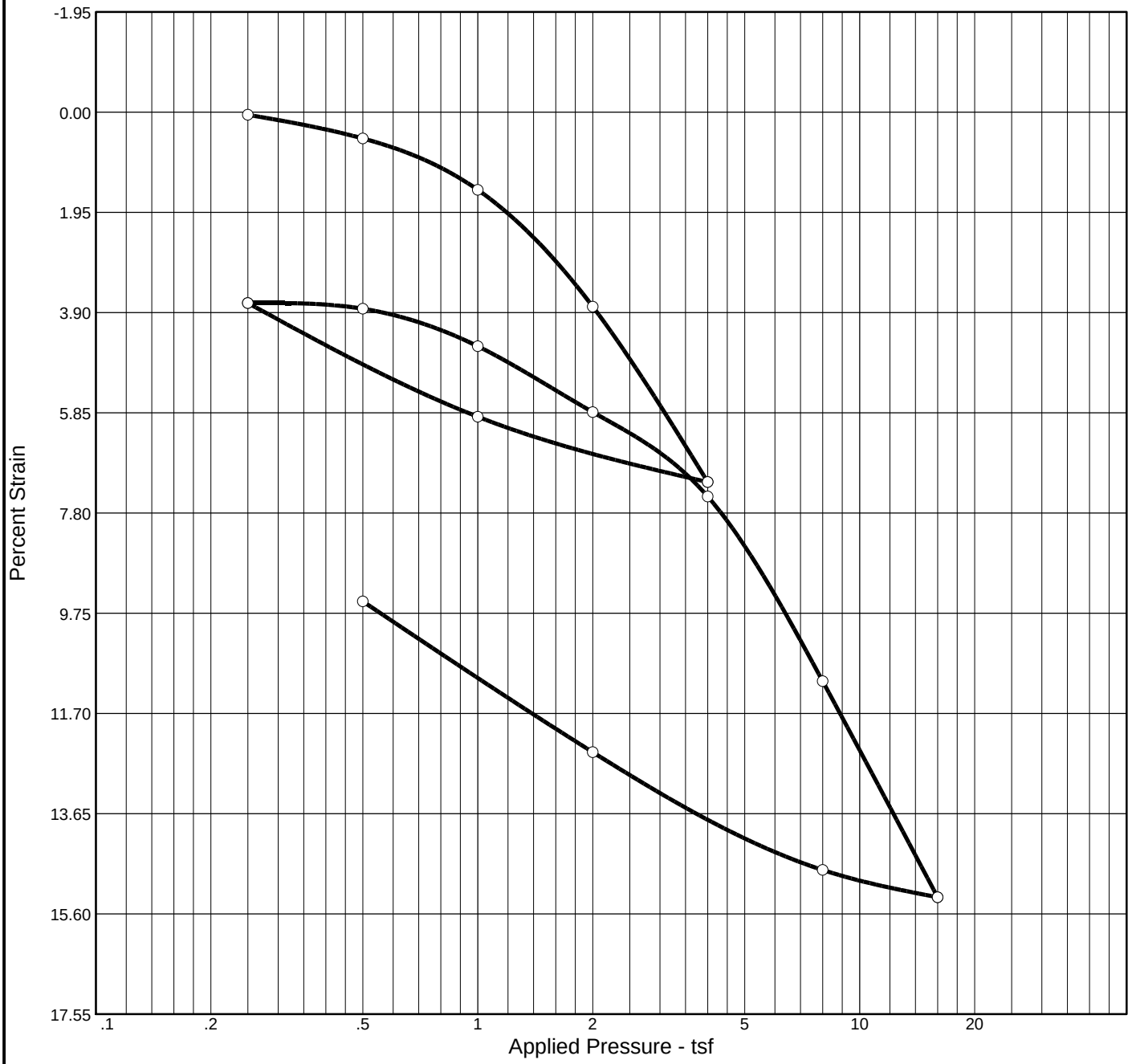
Remarks:

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
107.7 %	24.2 %	103.0	48	34	2.62			0.588

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-15 **Elev./Depth:** 8

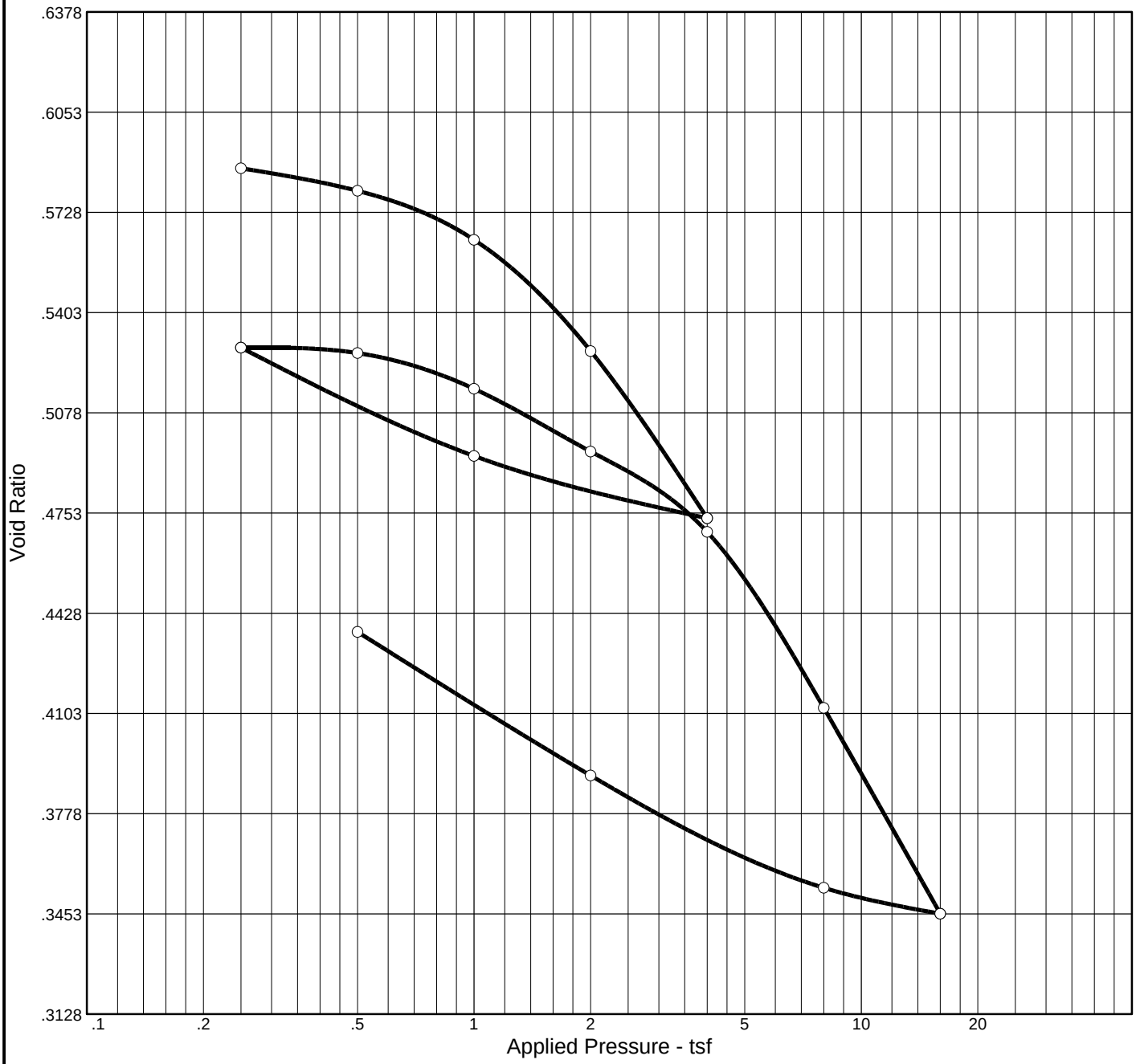
Remarks:

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure

CONSOLIDATION TEST REPORT



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	USCS	AASHTO	Initial Void Ratio
Saturation	Moisture							
107.7 %	24.2 %	103.0	48	34	2.62			0.588

MATERIAL DESCRIPTION

Project No. 12.23.220 **Client:** LJA Engineering, Inc.

Project: McFaddin NWR - Beach Ridge Restoration
Jefferson County, Texas

Source: B-15 **Elev./Depth:** 8

Remarks:

Tolunay-Wong Engineers, Inc.

Houston, Texas

Figure

APPENDIX G

SOIL DESIGN PARAMETERS
BORINGS B-1 THROUGH B-20

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A - Beaumont, Texas 77705 - Phone (409) 840-4214 - Fax (409) 840-4259

Soil Borings B-1 Through B-9
Soil Design Parameters

Soil Type	Approximate Depth (ft) [1]		Total Unit Weight (pcf)	Undrained Parameters (Short-Term)		Drained Parameters (Long-Term)	
	Top	Bottom		Cohesion, c (psf)	Friction Angle, φ (°)	Cohesion, c (psf)	Friction Angle, φ (°) [2]
Firm Clay	0	2	107	700	0	20	25
Soft Clay	2	8	100	80	0	10	27
Firm Clay	8	12	116	500	0	140	28
Firm Clay	12	15	120	800	0	100	28

Soil Borings B-10 Through B-20
Soil Design Parameters

Soil Type	Approximate Depth (ft) [1]		Total Unit Weight (pcf)	Undrained Parameters (Short-Term)		Drained Parameters (Long-Term)	
	Top	Bottom		Cohesion, c (psf)	Friction Angle, φ (°)	Cohesion, c (psf)	Friction Angle, φ (°) [2]
Soft Clay	0	6	117	110	0	10	29
Firm Clay	6	12	121	800	0	140	27
Stiff Clay	12	15	126	1,000	0	100	27

Notes:

1) Approximate depths are from existing ground surface at the boring locations.

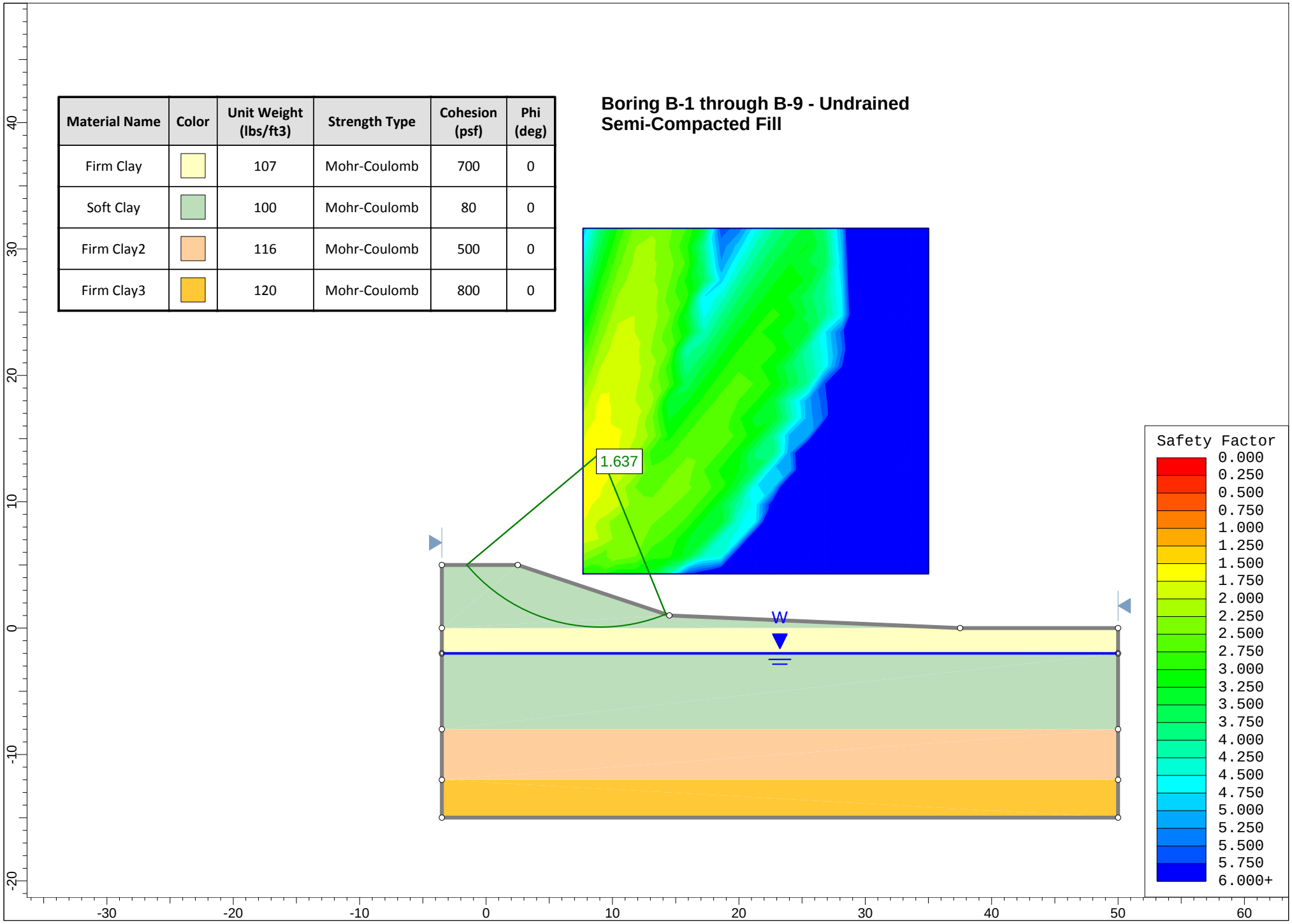
2) Drained friction angles for clay soils are based on laboratory CU test results and an empirical correlations with plasticity indices.

APPENDIX H

RESULTS OF GLOBAL STABILITY ANALYSIS

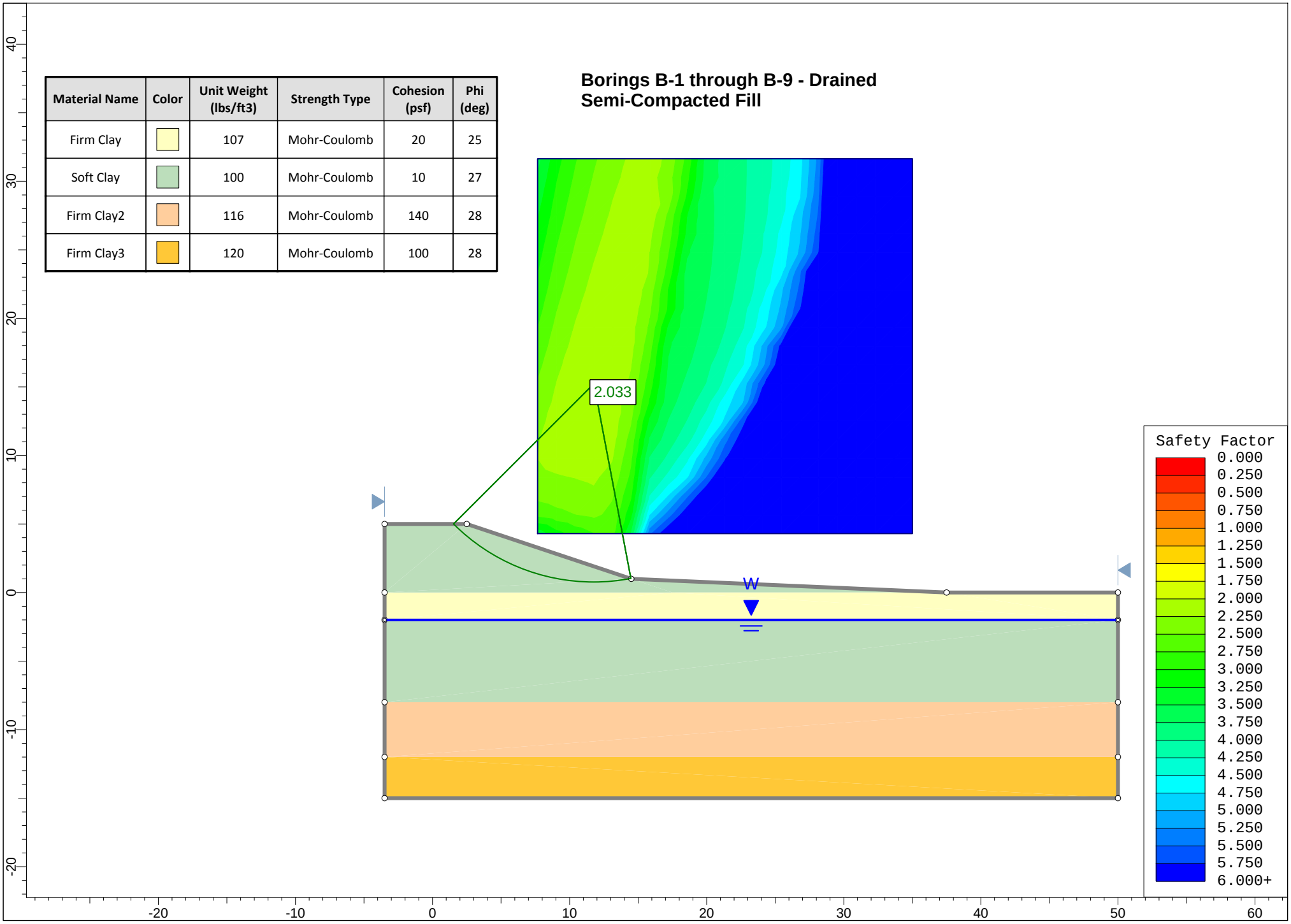
Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)
Firm Clay		107	Mohr-Coulomb	700	0
Soft Clay		100	Mohr-Coulomb	80	0
Firm Clay2		116	Mohr-Coulomb	500	0
Firm Clay3		120	Mohr-Coulomb	800	0

Boring B-1 through B-9 - Undrained Semi-Compacted Fill



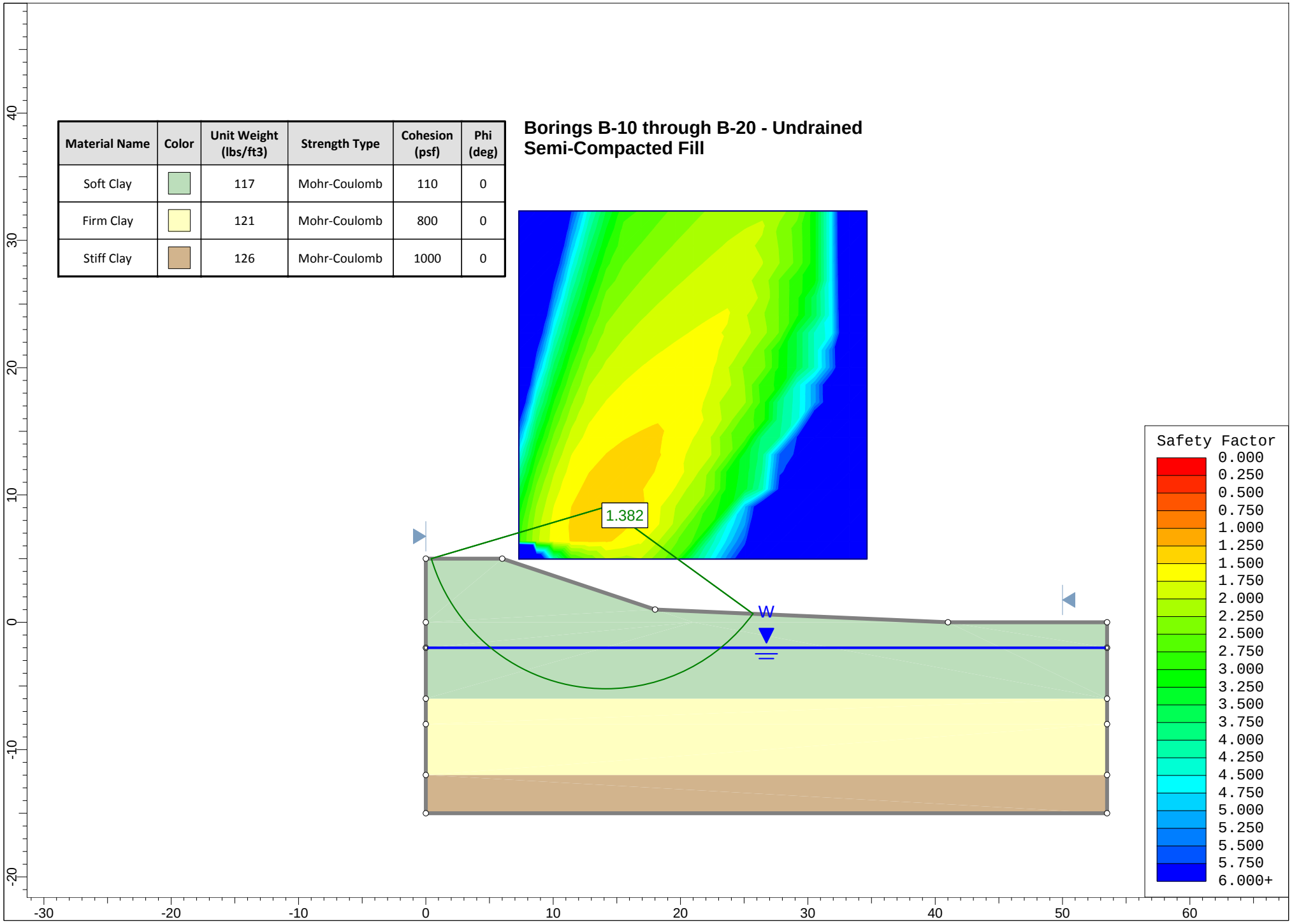
Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)
Firm Clay		107	Mohr-Coulomb	20	25
Soft Clay		100	Mohr-Coulomb	10	27
Firm Clay2		116	Mohr-Coulomb	140	28
Firm Clay3		120	Mohr-Coulomb	100	28

Borings B-1 through B-9 - Drained Semi-Compacted Fill



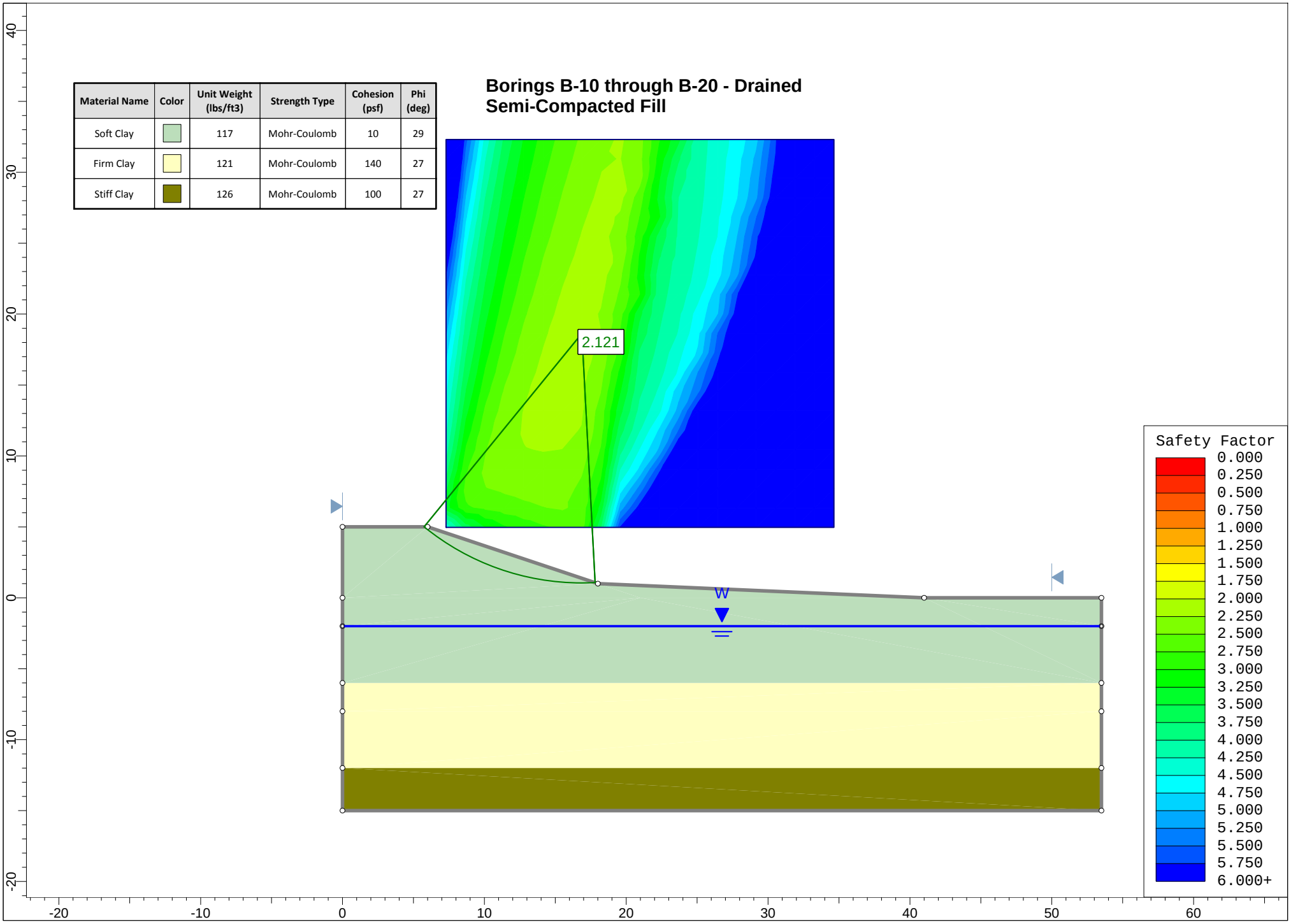
Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)
Soft Clay		117	Mohr-Coulomb	110	0
Firm Clay		121	Mohr-Coulomb	800	0
Stiff Clay		126	Mohr-Coulomb	1000	0

Borings B-10 through B-20 - Undrained Semi-Compacted Fill



Material Name	Color	Unit Weight (lbs/ft3)	Strength Type	Cohesion (psf)	Phi (deg)
Soft Clay		117	Mohr-Coulomb	10	29
Firm Clay		121	Mohr-Coulomb	140	27
Stiff Clay		126	Mohr-Coulomb	100	27

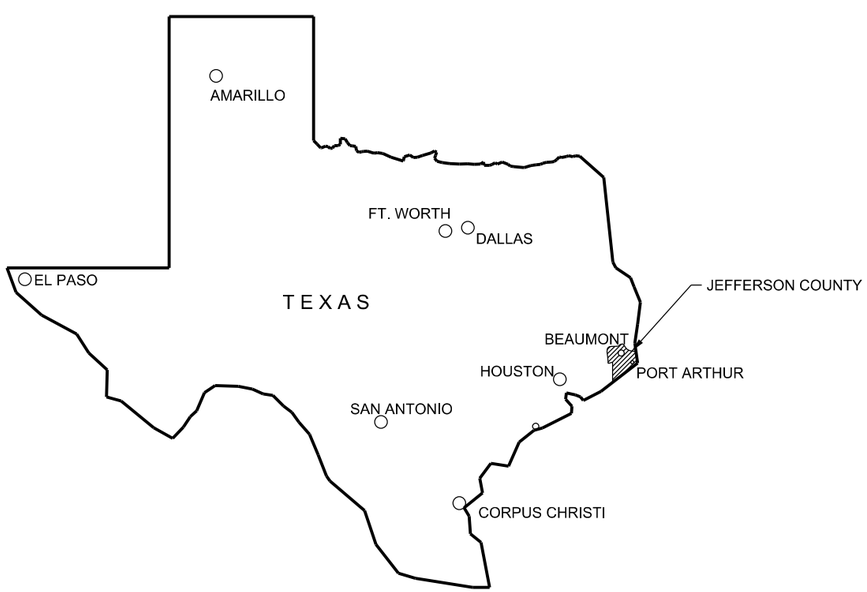
Borings B-10 through B-20 - Drained
Semi-Compacted Fill



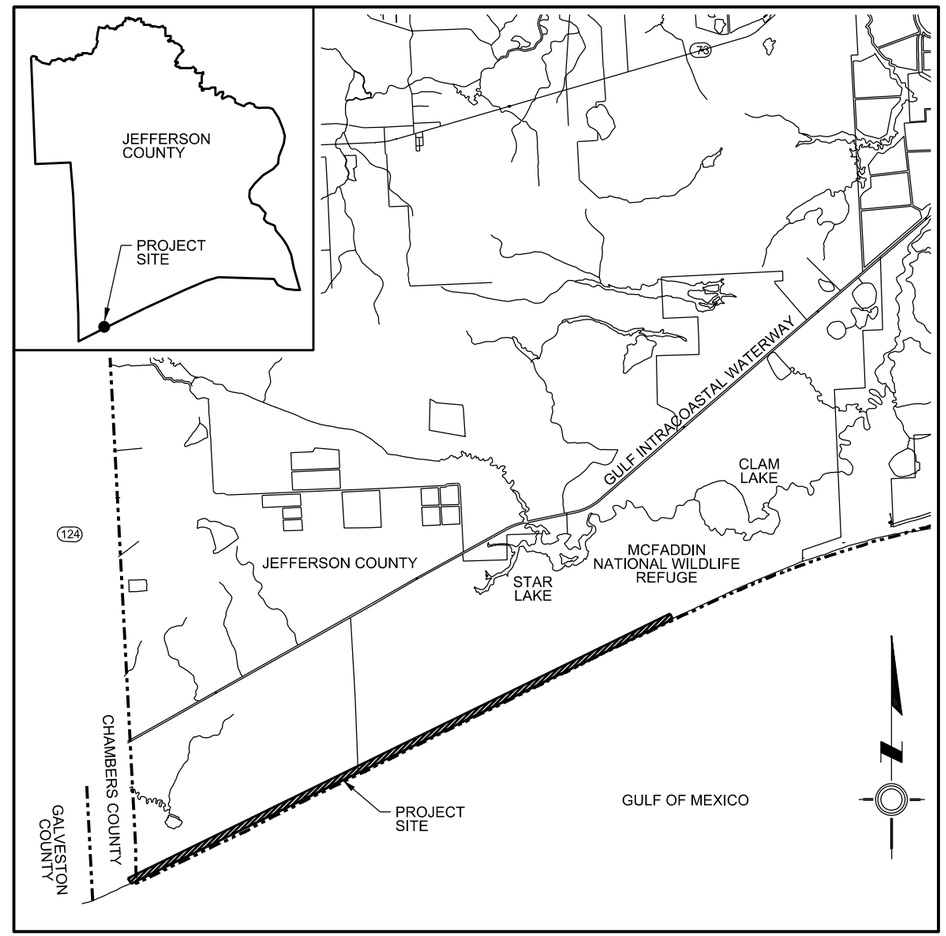
TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE

MCFADDIN NWR DUNE RESTORATION
JEFFERSON COUNTY, TEXAS

TGLO ENGINEERING CONTRACT NO. 12-403-014 W.O. NO. 6822
TGLO-DISASTER RECOVERY PROJECT 21226



01 VICINITY MAP
SCALE: NTS



02 LOCATION MAP
SCALE: NTS

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DRAWING INDEX

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395-1003-CST-1001	SYMBOLOGY, BENCHMARKS, & BORING LOCATIONS
395-1003-CST-1002	CONSTRUCTION NOTES

RIDGE CONSTRUCTION PLANS

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395-1003-CST-1004	PLAN VIEW STA 171+00 TO STA 235+00
395-1003-CST-1005	PLAN VIEW STA 235+00 TO STA 295+00
395-1003-CST-1006	PLAN VIEW STA 295+00 TO STA 343+60
395-1003-CST-1007	PLAN VIEW STA 343+60 TO STA 395+00
395-1003-CST-1008	PLAN VIEW STA 395+00 TO STA 455+00
395-1003-CST-1009	PLAN VIEW STA 455+00 TO STA 515+00
395-1003-CST-1010	PLAN VIEW STA 515+00 TO STA 575+00
395-1003-CST-1011	PLAN VIEW STA 575+00 TO STA 635+00
395-1003-CST-1012	PLAN VIEW STA 635+00 TO STA 690+00
395-1003-CST-1013	PLAN VIEW STA 690+00 TO STA 750+00
395-1003-CST-1014	PLAN VIEW STA 750+00 TO STA 810+00
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395-1003-CST-1016	PROP BERM CUT CROSS SECTIONS
395-1003-CST-1017	PROP BERM CUT CROSS SECTIONS
395-1003-CST-1018	PROP BERM CUT CROSS SECTIONS
395-1003-CST-1019	PROP BERM CUT CROSS SECTIONS
395-1003-CST-1020	IMPROVEMENTS ON EXISTING BERMS CUT CROSS SECTIONS
395-1003-CST-1021	IMPOUNDMENT RELIEF LOCATION PLAN
395-1003-CST-1022	IMPOUNDMENT RELIEF LOCATION PLAN
395-1003-CST-1023	IMPOUNDMENT RELIEF AND LEVEE TIE-IN

SW3P

395-1003-CST-1024	SW3P INDEX
395-1003-CST-1025	SW3P LAYOUT
EC (1) - 93	TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCED & BALED HAY

LJA Engineering, Inc.
Coastal Group
905 Orleans Street
Beaumont, Texas 77701
Phone 409.813.1862
Fax 409.813.1916
FRN - F-1386

STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

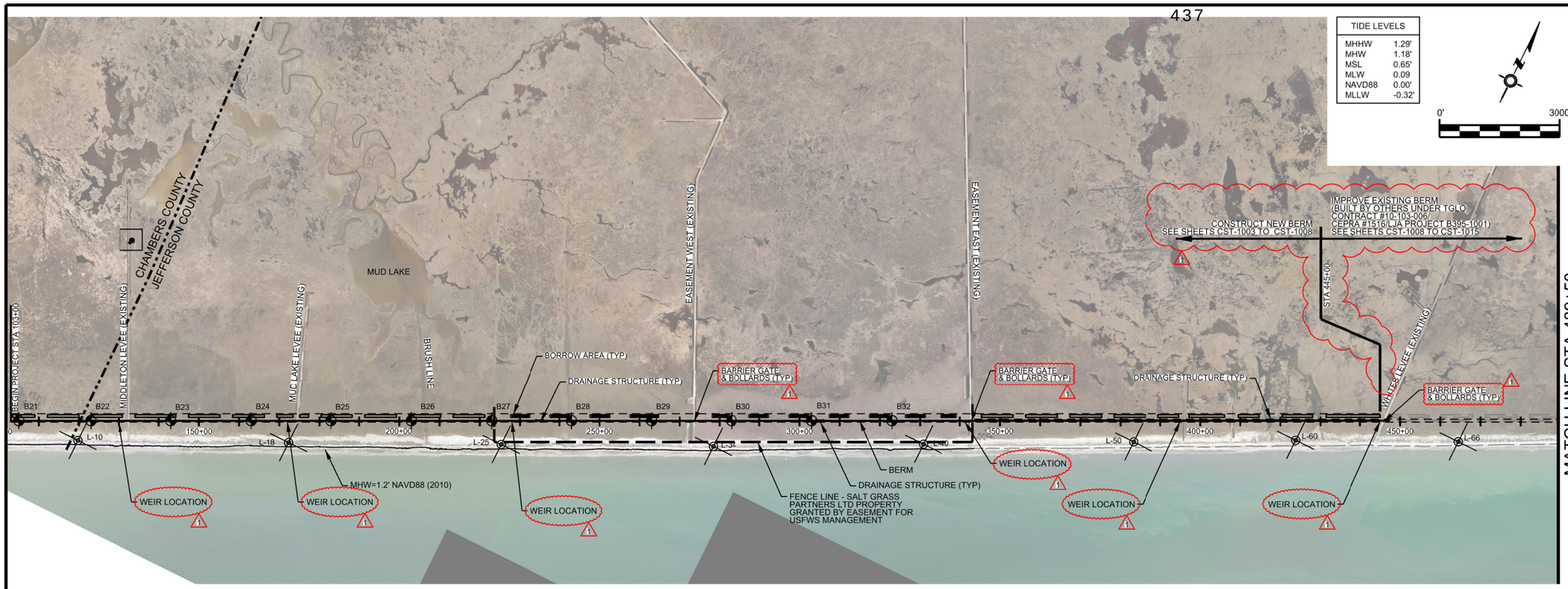
ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
TABLE OF CONTENTS AND LOCATION MAP

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	AS NOTED	JWB / WLW

DRAWING NO. 395-1003-CST-1000
ISSUE NO. 1



01 PLAN VIEW WEST
SCALE: 1"=3000'

TIDE LEVELS	
MHHW	1.29'
MHW	1.18'
MSL	0.65'
MLW	0.09
NAVD88	0.00'
MLLW	-0.32'

0' 3000'

01 PLAN VIEW EAST
SCALE: 1"=3000'

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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET)
VERTICAL DATUM IS NAVD88 (FEET)

2. THE SITE FALLS ENTIRELY WITHIN ZONE V19 (EL. 19 & EL. 18) PER FIRM ISSUED FLOOD MAPS 480385 0500D, 480385 0500C AND 480385 0525D

3.TIDAL LEVEL ELEVATIONS FROM NOAA SABINE PASS TIDE STATION (NOAA ID 87705701)

4. THE LAND FROM STA. 103+00 TO 223+61, FROM STA. 343+60 TO 657+91, AND FROM STA. 664+35 TO 870+70 IS THE PROPERTY OF THE USFWS. THE LAND FROM STA. 223+61 TO 343+60 IS OWNED BY SALT GRASS PARTNERS LTD. AND HAS BEEN GRANTED BY EASEMENT TO THE USFWS FOR MANAGEMENT AS PART OF THE MCFADDIN NWR.

KEY

CONTROL POINT

BORING LOCATION

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-10	13781401.21	3445263.70	4.86
L-18	13783682.22	3449999.81	5.74
L-25	13785987.80	3454777.35	5.80
L-34	13788294.69	3459557.87	6.24
L-40	13790665.12	3464234.44	5.61
L-50	13793036.83	3468910.86	4.88
L-60	13794868.44	3472526.81	5.17
L-66	13796633.91	3476185.59	4.81
L-67	13798450.33	3479687.68	5.06
L-70	13800202.28	3483238.04	4.24
L-82	13802579.19	3487977.79	5.25
L-90	13804897.90	3492674.05	4.62
L-98	13807407.23	3497682.63	5.00
L-105	13808869.50	3500615.23	5.06
L-110	13810337.86	3503490.80	4.66
L-115	13811772.60	3506384.04	4.85
L-118	13813177.98	3509281.86	4.00
L-125	13814882.18	3512829.40	3.96

BORING LOCATION

POINT	NORTHING	EASTING
B01	13792296.02	3466218.46
B02	13793467.14	3468585.81
B03	13794634.34	3470952.30
B04	13795804.76	3473319.40
B05	13796972.26	3475685.60
B06	13798140.96	3478052.49
B07	13799310.90	3480420.96
B08	13800478.89	3482787.61
B09	13801648.12	3485155.83
B10	13802815.41	3487522.22
B11	13803984.87	3489888.39
B12	13805152.57	3492257.14
B13	13806572.87	3494766.39
B14	13807725.93	3497139.86
B15	13808879.17	3499514.07
B16	13810030.62	3501889.98
B17	13811184.17	3504263.90
B18	13812336.94	3506639.48
B19	13813489.83	3509014.04
B20	13814641.89	3511389.37
B21	13781190.25	3443726.59
B22	13781931.66	3445340.87
B23	13782986.38	3447129.97
B24	13783758.53	3448928.46
B25	13784635.50	3450717.40
B26	13785531.08	3452513.47
B27	13786415.40	3454303.72
B28	13787300.05	3456100.95
B29	13788184.63	3457893.69
B30	13789071.35	3459687.14
B31	13789957.15	3461480.55
B32	13790840.00	3463273.99

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STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
SYMBOLOGY, BENCHMARKS, & BORING LOCATIONS

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=3000'	JWB / WLW

DRAWING NO. 395-1003-CST-1001
ISSUE NO. 1

GENERAL NOTES

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, EQUIPMENT, AND MATERIALS FOR CONSTRUCTION, AS SHOWN ON THESE DRAWINGS AND SPECIFIED IN THE CONTRACT DOCUMENTS.
2. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE CONTINUING CONSTRUCTION.
3. ALL WORK SHALL CONFORM TO APPLICABLE PROFESSIONAL STANDARDS AND REQUIRED PERMITS FOR WORK DESCRIBED IN THESE DOCUMENTS. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL CODES, ORDINANCES, LAWS, AND REGULATIONS THAT APPLY FOR THAT TRADE.
4. ALL WORK SHALL CONFORM TO THE REQUIRED PERMITS. CONTRACTOR SHALL COMPLY WITH ALL TERMS OF THE PERMITS AS PERTAINING TO PERFORMANCE OF WORK.
5. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL MEET WITH THE ENGINEER OR THE ENGINEER'S DESIGNEE (PRE-CONSTRUCTION MEETING) TO VERIFY CONSTRUCTION ACCESS LOCATIONS, DESIGN DETAILS, AND METHODS OF CONSTRUCTION.
6. CONTRACTOR SHALL FIELD VERIFY ALL SITE CONDITIONS AND ENGINEERING DOCUMENTS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
7. ANY CONTRADICTORY INFORMATION SHALL BE BROUGHT THE ATTENTION OF THE ENGINEER FOR CLARIFICATION.
8. ALL SURVEY BENCHMARKS ESTABLISHED BY LJA ENGINEERING, INC. SURVEY DATA: HORIZONTAL DATUM: TEXAS SOUTH CENTRAL ZONE, NAD83, US SURVEY FEET VERTICAL DATUM:NORTH AMERICAN VERTICAL DATUM (NAVD88) FEET.
9. THE JOB SITE SHALL BE MAINTAINED IN A SAFE & CLEAN MANNER THAT MINIMIZES ANY ENVIRONMENTAL POLLUTANTS.
10. ALL SUPPLIERS SPECIFIED MATERIAL IS MATERIAL USED IN THE DESIGN. ENGINEER APPROVED EQUALS ARE ACCEPTABLE.

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION ACTIVITIES SHALL BE PERFORMED WITHIN THE LIMITS OF THE LINES AND GRADES SHOWN ON THESE DRAWINGS, AND WITHIN THE PROJECT BOUNDARIES DESCRIBED IN THE CONTRACT DOCUMENTS.
2. ALL WASTE MATERIAL FROM CONSTRUCTION ACTIVITIES SHALL BECOME PROPERTY OF CONTRACTOR. CONTRACTOR SHALL REMOVE AND TRANSPORT WASTE MATERIALS OFF OWNER'S PROPERTY AND SHALL BE DISPOSED OF IN A LEGAL MANNER.
3. ALL EXCAVATION SHALL BE CONDUCTED IN ACCORDANCE WITH OSHA REQUIREMENTS FOR SHORING AND TRENCH SUPPORT.
4. NO DAMAGE WILL BE ALLOWED TO PUBLIC OR PRIVATE PROPERTY. ANY DAMAGES TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS OPERATIONS WILL BE REPAIRED AT THE CONTRACTORS EXPENSE, OR AS DIRECTED BY ENGINEER.
5. ALL UNKNOWN UNDERGROUND OBJECTS, PIPING, STRUCTURES, ELECTRICAL, ENVIRONMENTAL CONDITIONS, ETC SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY.

GENERAL EXCAVATION NOTES

1. SELECT BORROW MATERIAL TO MEET THE REQUIREMENTS AND CONDITIONS OF THE PARTICULAR FILL OR EMBANKMENT FOR WHICH IT IS TO BE USED. OBTAIN BORROW MATERIAL FROM THE BORROW AREAS SHOWN ON DRAWINGS.
2. ENSURE THAT EXCAVATION OF ANY AREA, OPERATION OF BORROW PITS, OR DUMPING OF SPOIL MATERIAL RESULTS IN MINIMUM DETRIMENTAL EFFECTS ON NATURAL ENVIRONMENTAL CONDITIONS.
3. AREAS DISTURBED BY THE CONTRACTOR'S ACTIVITY THAT AFFECT DRAINAGE SHALL BE RESTORED, SLOPED, AND SHAPED TO PROVIDE POSITIVE FLOW OF SURFACE WATER WHERE THESE AREAS CAN POTENTIALLY IMPOUND WATER.
4. PLACE AND GRADE STOCKPILES OF SATISFACTORY AND UNSATISFACTORY AND WASTED MATERIALS AS SPECIFIED. KEEP STOCKPILES IN A NEAT AND WELL DRAINED CONDITION, GIVING DUE CONSIDERATION TO DRAINAGE AT ALL TIMES. PROTECT STOCKPILES OF SATISFACTORY MATERIALS FROM CONTAMINATION WHICH MAY DESTROY THE QUALITY AND FITNESS OF THE STOCKPILED MATERIAL.
5. BACKFILL TRENCHES TO THE GRADE SHOWN ON DRAWINGS.

GENERAL EMBANKMENT NOTES

1. EMBANKMENTS SHALL BE RAISED TO THE ELEVATIONS LINES, GRADES, AND LOCATIONS SHOWN, USING SUFFICIENT AMOUNTS OF SATISFACTORY MATERIAL. CONSTRUCT EARTH EMBANKMENTS FROM SATISFACTORY MATERIALS FREE OF ORGANIC MATERIAL AND ROCKS.
2. FINISH COMPACTION BY LOW GROUND PRESSURE EQUIPMENT, ROLLERS, PNEUMATIC-TIRED ROLLERS, VIBRATORY COMPACTORS, OR OTHER APPROVED EQUIPMENT, AS DESCRIBED IN THESE CONTRACT DOCUMENTS.
3. SHAPE SUBGRADE TO LINE, GRADE, AND CROSS SECTION, AND COMPACT AS SPECIFIED. INCLUDE PLOWING, DISKING, AND ANY MOISTENING OR AERATING REQUIRED TO OBTAIN SPECIFIED COMPACTION FOR THIS OPERATION.
4. BRING UP LOW AREAS RESULTING FROM REMOVAL OF UNSATISFACTORY MATERIAL OR EXCAVATION OF ROCK TO REQUIRED GRADE WITH SATISFACTORY MATERIALS, AND SHAPE THE ENTIRE SUBGRADE TO LINE, GRADE, AND CROSS SECTION AND COMPACT AS SPECIFIED.
5. DURING CONSTRUCTION, KEEP EMBANKMENTS AND EXCAVATIONS SHAPED AND DRAINED. MAINTAIN DITCHES AND DRAINS ALONG SUBGRADE TO DRAIN EFFECTIVELY AT ALL TIMES. DO NOT DISTURB THE FINISHED SUBGRADE BY TRAFFIC OR OTHER OPERATION.
6. PROTECT AND MAINTAIN THE FINISHED SUBGRADE IN A SATISFACTORY CONDITION UNTIL EMBANKMENT FILL IS PLACED. DO NOT PERMIT THE STORAGE OR STOCKPILING OF MATERIALS ON THE FINISHED SUBGRADE.

APPROX BERM QUANTITIES

NAME	EARTHWORK (CY FILL)	FOOTPRINT (ACRES)	LENGTH (LF)
BERM 2	121,600	28.26	34,200

1

AVAILIBLE BORROW AREAS

NAME	BEGIN STA.	END STA.	LENGTH (LF)	AVAIL. VOLUME (CY)	AREA (ACRES)
BA#201	103+34	109+04	570	3,138	0.98
BA#202	112+04	120+04	800	4,449	1.38
BA#203	123+04	131+04	800	4,989	1.38
BA#204	134+04	144+34	1030	6,540	1.77
BA#205	147+34	155+34	800	5,343	1.38
BA#206	158+34	166+34	800	6,496	1.38
BA#207	169+34	173+50	416	3,762	0.72
BA#208	175+00	177+34	234	2,277	0.40
BA#209	180+34	188+34	800	6,287	1.38
BA#210	191+34	199+34	800	5,801	1.38
BA#211	202+34	210+34	800	5,783	1.38
BA#212	213+34	221+34	800	5,570	1.38
BA#213	227+61	232+61	500	8,829	0.86
BA#214	237+61	242+61	500	8,821	0.86
BA#215	247+61	252+61	500	8,810	0.86
BA#216	257+61	264+76	715	12,594	1.23
BA#217	278+12	282+34	422	7,436	0.73
BA#218	287+34	292+34	500	8,820	0.86
BA#219	297+34	302+34	500	8,820	0.86
BA#220	307+34	312+34	500	8,816	0.86
BA#221	317+34	322+34	500	8,813	0.86
BA#222	326+34	331+34	500	8,814	0.86
BA#223	335+34	339+15	381	6,723	0.66
BA#101	345+34	353+34	800	4180	1.38
BA#102	356+34	364+34	800	4156	1.38
BA#103	367+34	375+34	800	4180	1.38
BA#104	378+34	389+34	800	4,156	1.38
BA#105	389+34	394+68	534	2,817	0.92
BA#106	397+13	406+13	900	4,491	1.55
BA#107	409+45	414+73	529	2,955	0.91
BA#108	420+42	428+13	771	3,751	1.33
BA#109	431+33	445+06	1373	7,698	2.36

1

APPROX. FILL QUANTITIES

BEGIN STA.	END STA.	LENGTH (LF)	APPROX. FILL THICKNESS (FT)	VOLUME (CY)
172+81	173+08	27	2	84
271+05	272+55	50	4	356
273+84	274+03	19	7	281
342+13	342+51	38	7	562
343+10	343+29	19	7	281
389+00	390+25	125	2	333
395+60	396+10	50	7	467
407+00	407+65	65	7	607
413+40	419+40	600	2	1600
429+00	430+50	150	2	400

1

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STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

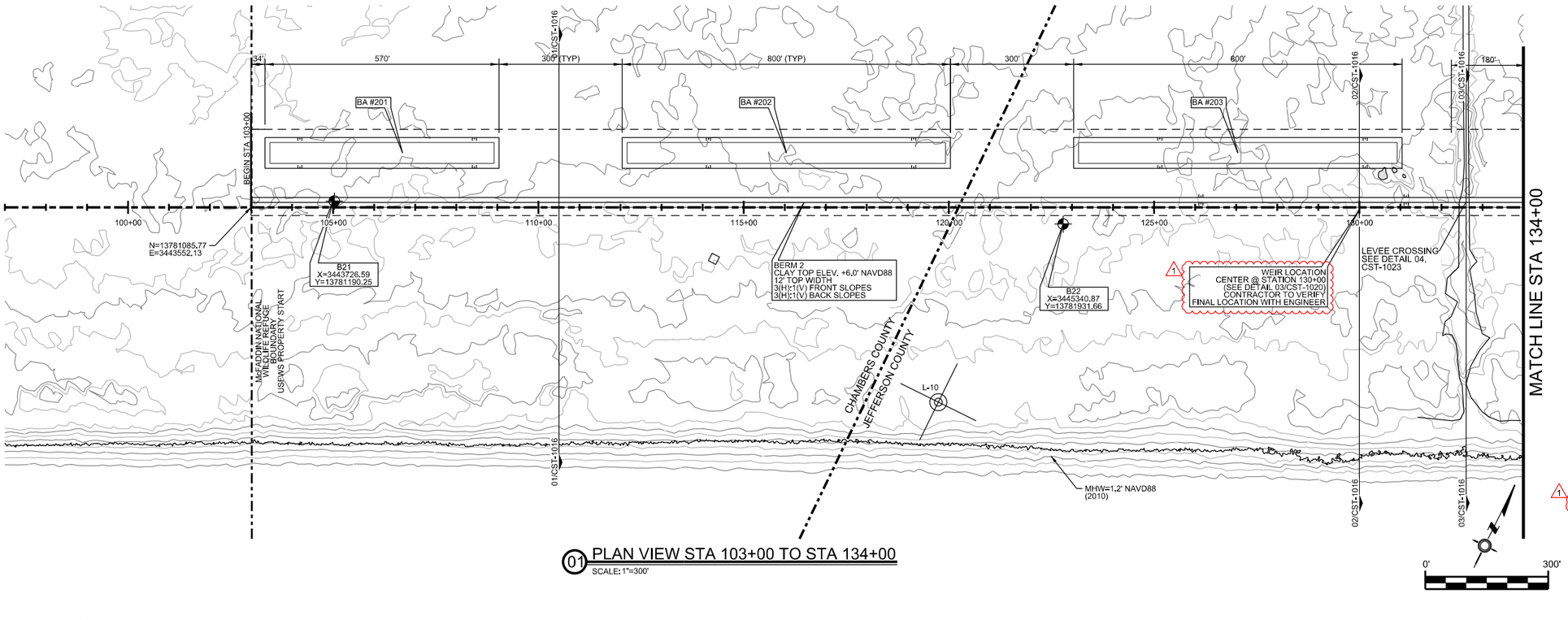
ISSUE	DATE	BY	DESCRIPTION	CHKD	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
CONSTRUCTION NOTES

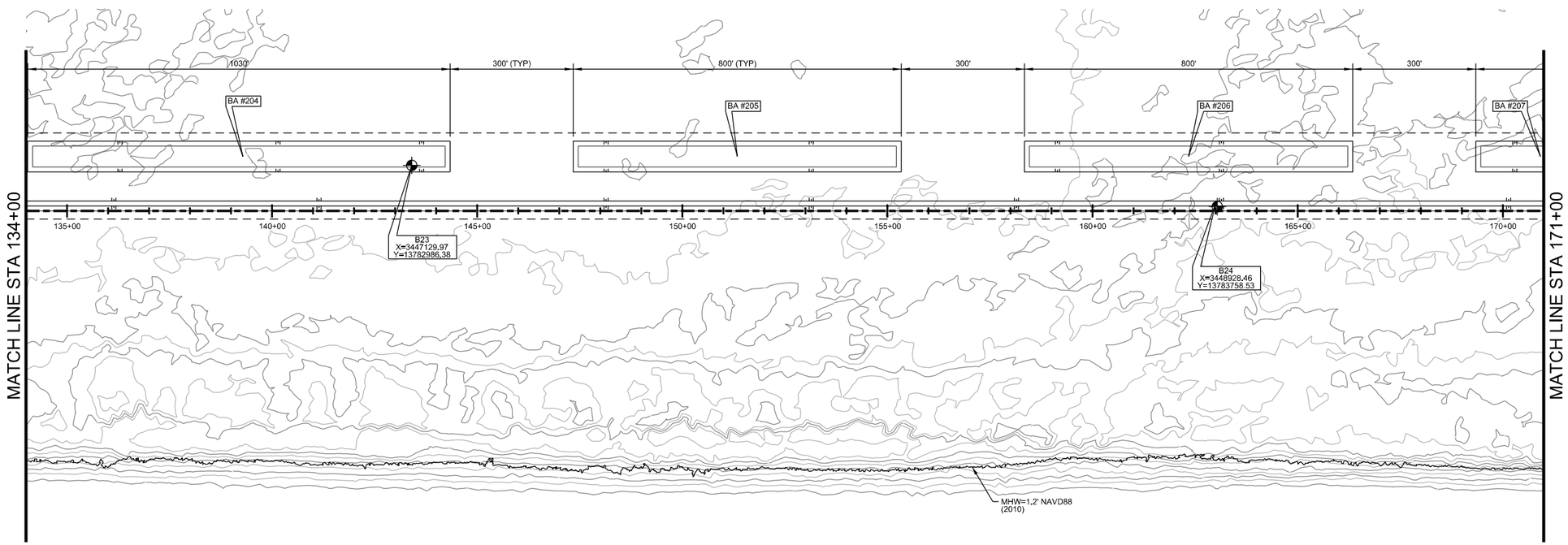
DRAWN BY	DATE	SCALE	CHKD / APPVD
JWB	19MAY15	NTS	JWB / WLW

DRAWING NO. 395-1003-CST-1002
ISSUE NO. 1



01 PLAN VIEW STA 103+00 TO STA 134+00

SCALE: 1"=300'



02 PLAN VIEW STA 134+00 TO STA 171+00

SCALE: 1"=300'

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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET)
VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX.
CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-10	13781401.21	3445263.70	4.86

BORING LOCATION

POINT	NORTHING	EASTING
B 21	13781190.25	3443726.59
B 22	13781931.66	3445340.87
B 23	13782986.38	3447129.97
B 24	13783758.53	3448928.46

BERMS

NAME	LENGTH	FOOTPRINT AREA (ACRES)	EARTHWORK (C.Y.)
BERM 2	34,200 FT.	28.26	121,600 CY FILL

BORROW AREAS

NAME	APPROX MAT'L (C.Y.)	AREA (ACRES)	NORTHING CP	EASTING CP
BA#201	3,138	0.98	13781345.81	3443779.50
BA#202	4,449	1.38	13781781.92	3444662.70
BA#203	4,989	1.38	13782268.94	3445649.01
BA#204	6,540	1.77	13782807.39	3446730.33
BA#205	5,343	1.38	13783344.81	3447827.86
BA#206	6,496	1.38	13783831.84	3448814.17
BA#207	3,762	0.72	13784233.85	3449628.32

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STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

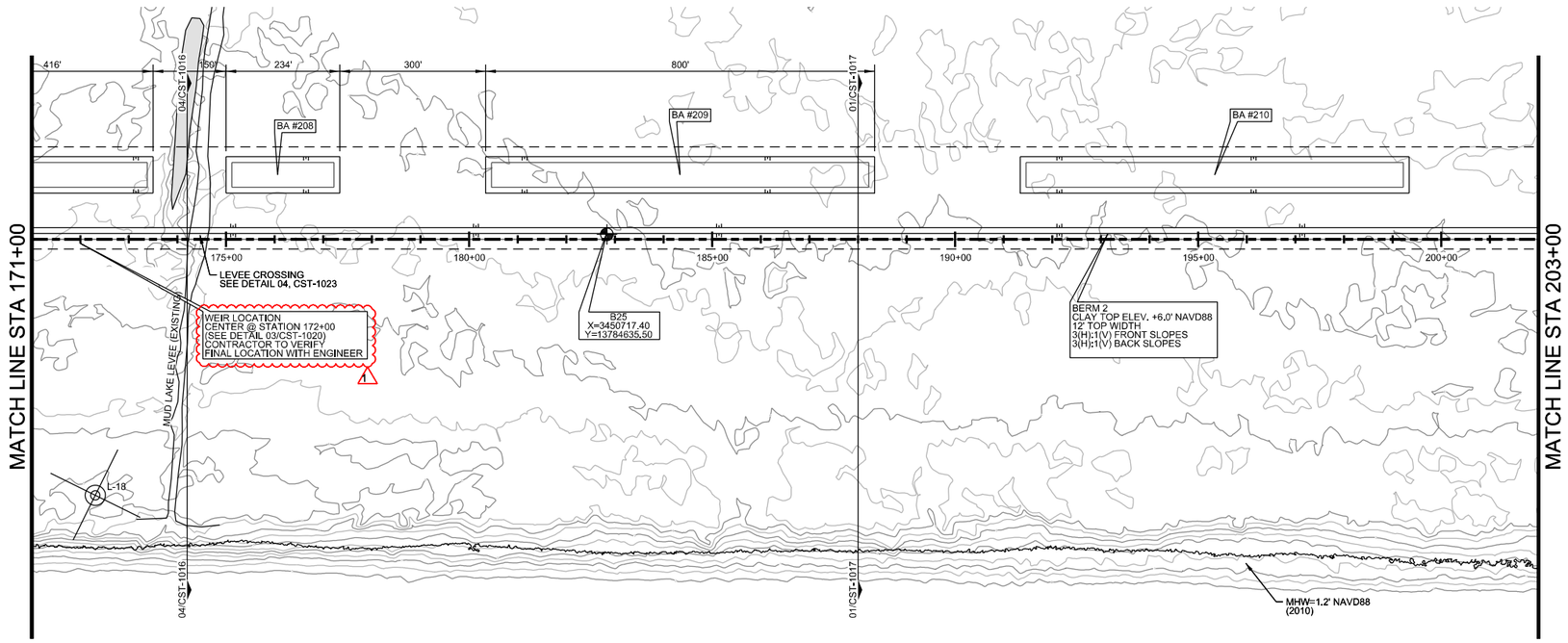
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 103+00 TO 171+00

DRAWN BY	DATE	SCALE	CHK'D / APP'VD
JWB	19MAY15	1"=300'	JWB / WLW

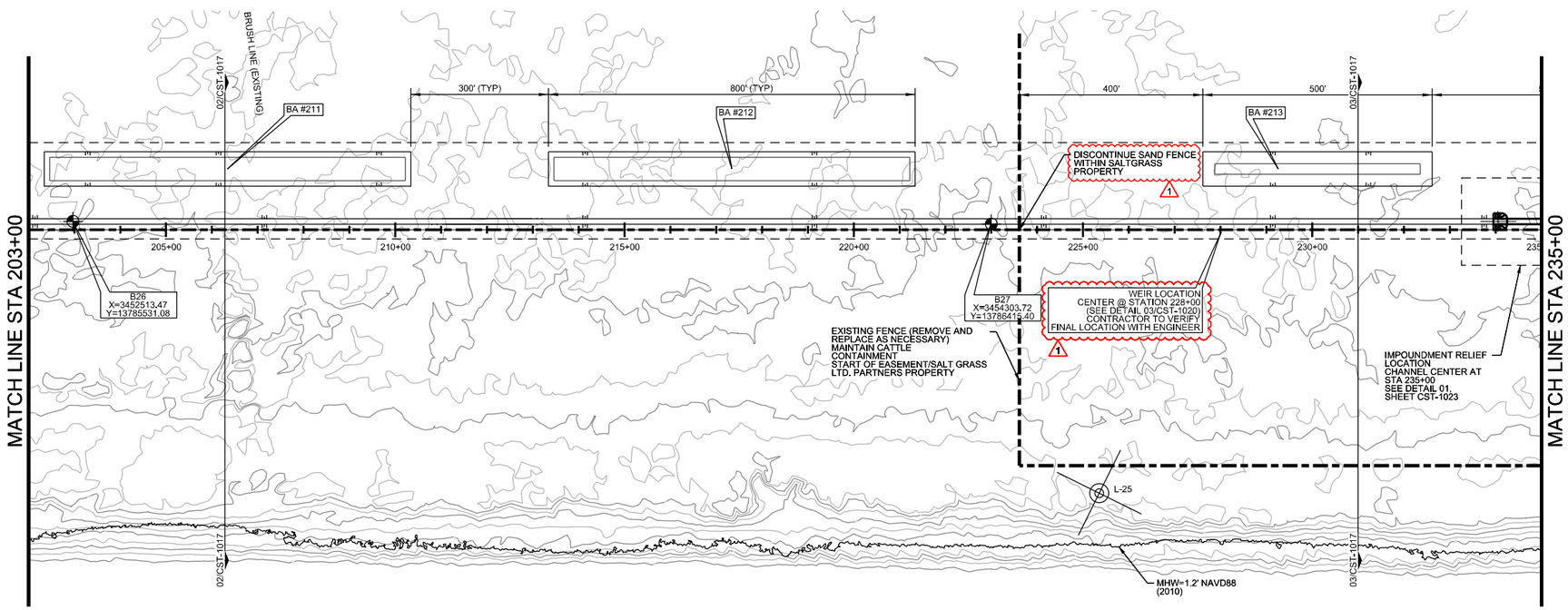
DRAWING NO. 395-1003-CST-1003

ISSUE NO. 1



01 PLAN VIEW STA 171+00 TO STA 203+00

SCALE: 1"=300'



02 PLAN VIEW STA 203+00 TO STA 235+00

SCALE: 1"=300'

0' 300'

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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET)
VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX.
CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-18	13783682.22	3449999.81	5.74
L-25	13785987.80	3454777.35	5.80

BORING LOCATION

POINT	NORTHING	EASTING
B 25	13784635.50	3450717.40
B 26	13785531.08	3452513.47
B 27	13786415.40	3454303.72

BERMS

1

NAME	LENGTH	FOOTPRINT AREA (ACRES)	EARTHWORK (C.Y.)
BERM 2	34,200 FT.	28.26	121,600 CY FILL

BORROW AREAS

NAME	APPROX MAT'L (C.Y.)	AREA (ACRES)	NORTHING CP	EASTING CP
BA#208	2,277	0.40	13784444.15	3450054.23
BA#209	6,287	1.38	13784805.88	3450786.79
BA#210	5,801	1.38	13785292.90	3451773.10
BA#211	5,783	1.38	13785779.92	3452759.41
BA#212	5,570	1.38	13786266.94	3453745.73
BA#213	8,829	0.86	13786832.51	3454891.11

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
1	STA. 233+95	STA. 235+00	STA. 236+05

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WILLIAM L. WORSHAM, P.E. #83153

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1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

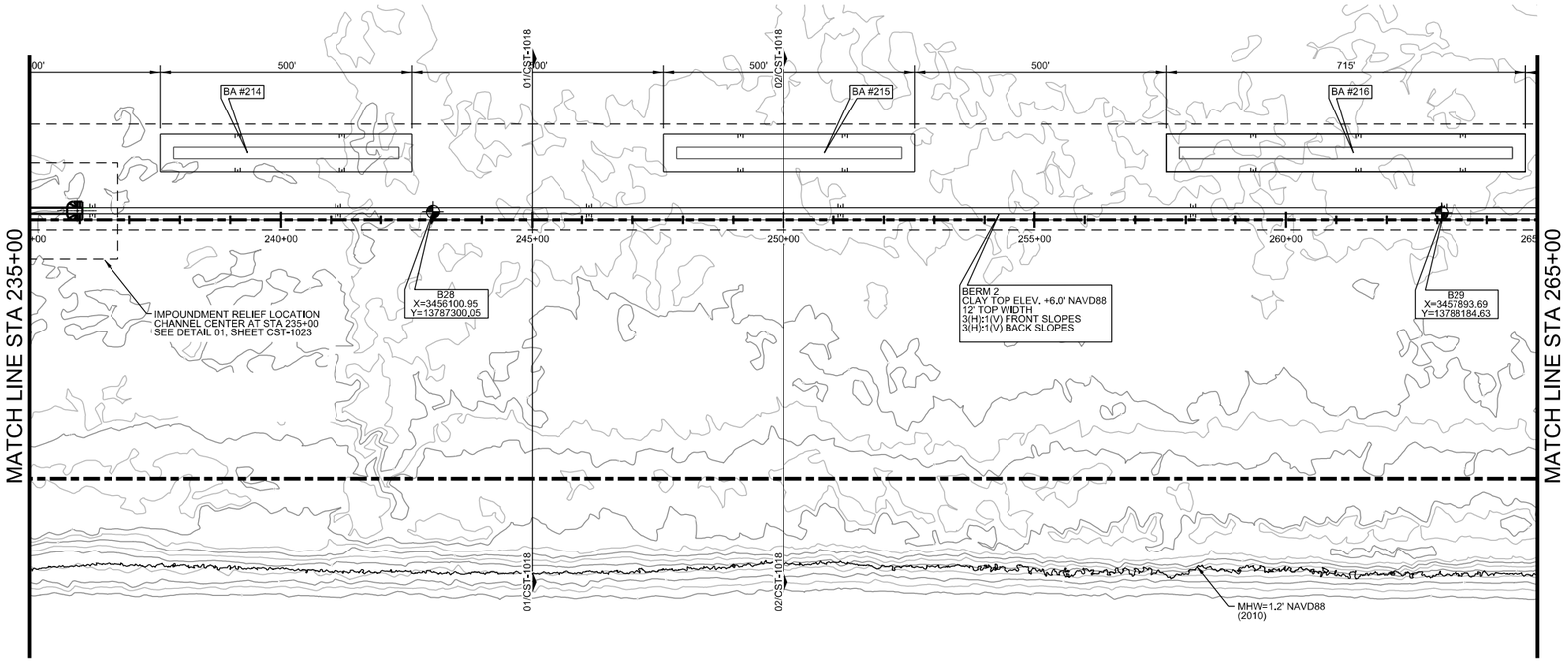
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 171+00 TO 235+00

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	JWB / WLW

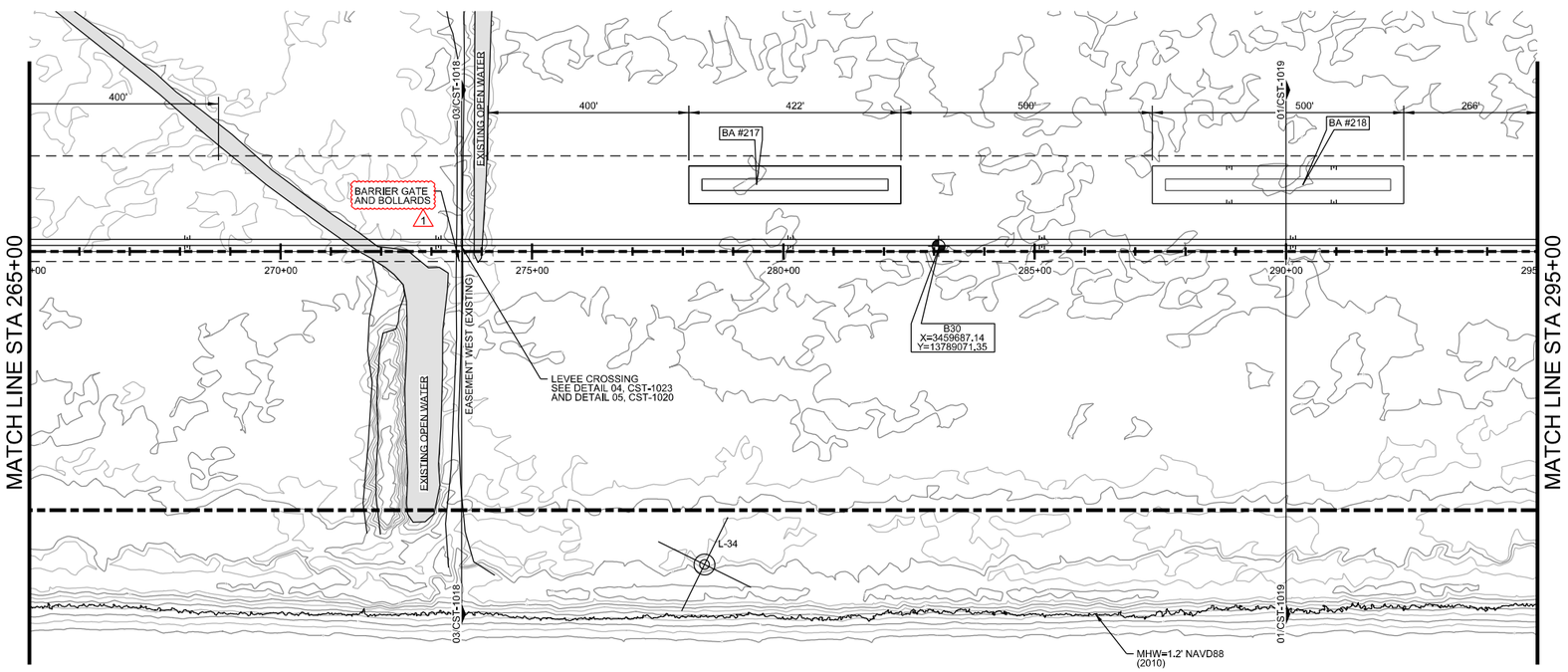
DRAWING NO. 395-1003-CST-1004

ISSUE NO. 1



01 PLAN VIEW STA 235+00 TO STA 265+00

SCALE: 1"=300'



02 PLAN VIEW STA 265+00 TO STA 295+00

SCALE: 1"=300'

0' 300'

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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET) VERTICAL DATUM IS NAVD88 (FEET)
2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX. CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-34	13788294.69	3459557.87	6.24

BORING LOCATION

POINT	NORTHING	EASTING
B 28	13787300.05	3456100.95
B 29	13788184.63	3457893.69
B 30	13789071.35	3459687.14

BERMS

NAME	LENGTH	FOOTPRINT AREA (ACRES)	EARTHWORK (C.Y.)
BERM 2	34,200 FT.	28.26	121,600 CY FILL

BORROW AREAS

NAME	APPROX MAT'L (C.Y.)	AREA (ACRES)	NORTHING CP	EASTING CP
BA#214	8,821	0.86	13787275.26	3455787.76
BA#215	8,810	0.86	13787718.01	3456684.41
BA#216	12,594	1.23	13788208.35	3457677.44
BA#217	7,436	0.73	13789051.38	3459384.74
BA#218	8,820	0.86	13789476.86	3460246.41

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
1	STA. 233+95	STA. 235+00	STA. 236+05

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STATE OF TEXAS — WILLIAM L. WORSHAM — 83153 — LICENSED PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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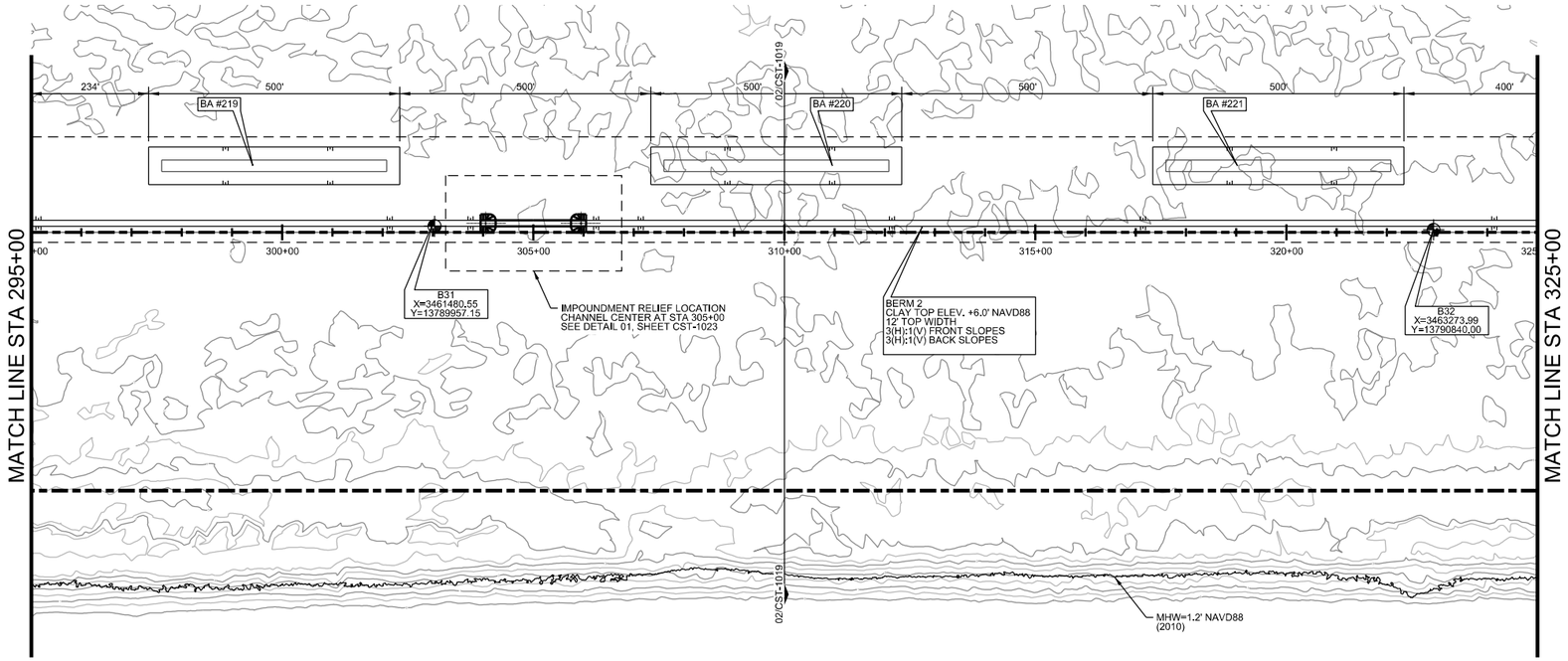
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 235+00 TO 295+00

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	JWB / WLW

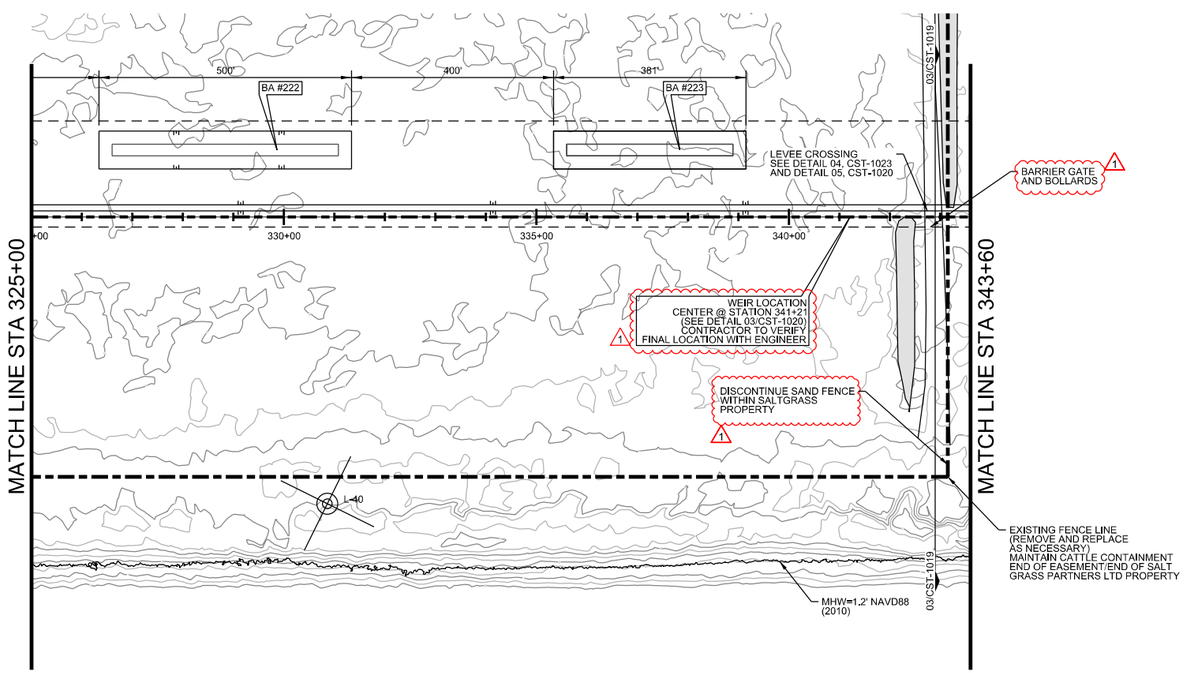
DRAWING NO. 395-1003-CST-1005

ISSUE NO. 1



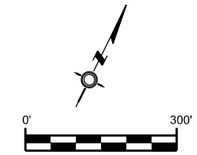
01 PLAN VIEW STA 295+00 TO STA 325+00

SCALE: 1"=300'



02 PLAN VIEW STA 325+00 TO STA 343+60

SCALE: 1"=300'



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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET)
VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX.
CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-40	13790665.12	3464234.44	5.61

BORING LOCATION

POINT	NORTHING	EASTING
B 31	13789957.15	3461480.55
B 32	13790840.00	3463273.99

BERMS

1

NAME	LENGTH	FOOTPRINT AREA (ACRES)	EARTHWORK (C.Y.)
BERM 2	34,200 FT.	28.26	121,600 CY FILL

BORROW AREAS

NAME	APPROX MAT'L (C.Y.)	AREA (ACRES)	NORTHING CP	EASTING CP
BA#219	8,820	0.86	13789919.61	3461143.06
BA#220	8,816	0.86	13790362.35	3462039.71
BA#221	8,813	0.86	13790805.10	3462936.35
BA#222	8,814	0.86	13791203.57	3463743.34
BA#223	6,723	0.66	13791575.70	3464496.97

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
2	STA. 303+95	STA. 305+00	STA. 306+05

LJA Engineering, Inc.
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905 Orleans Street
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FRN - F-1386

STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

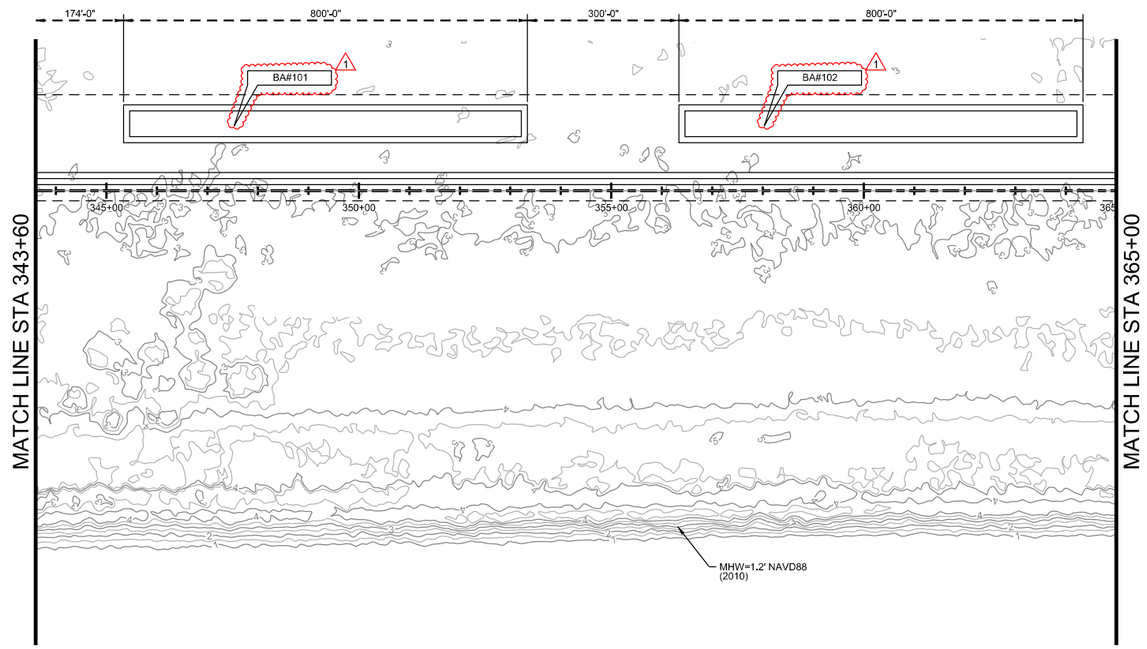
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 295+00 TO 343+60

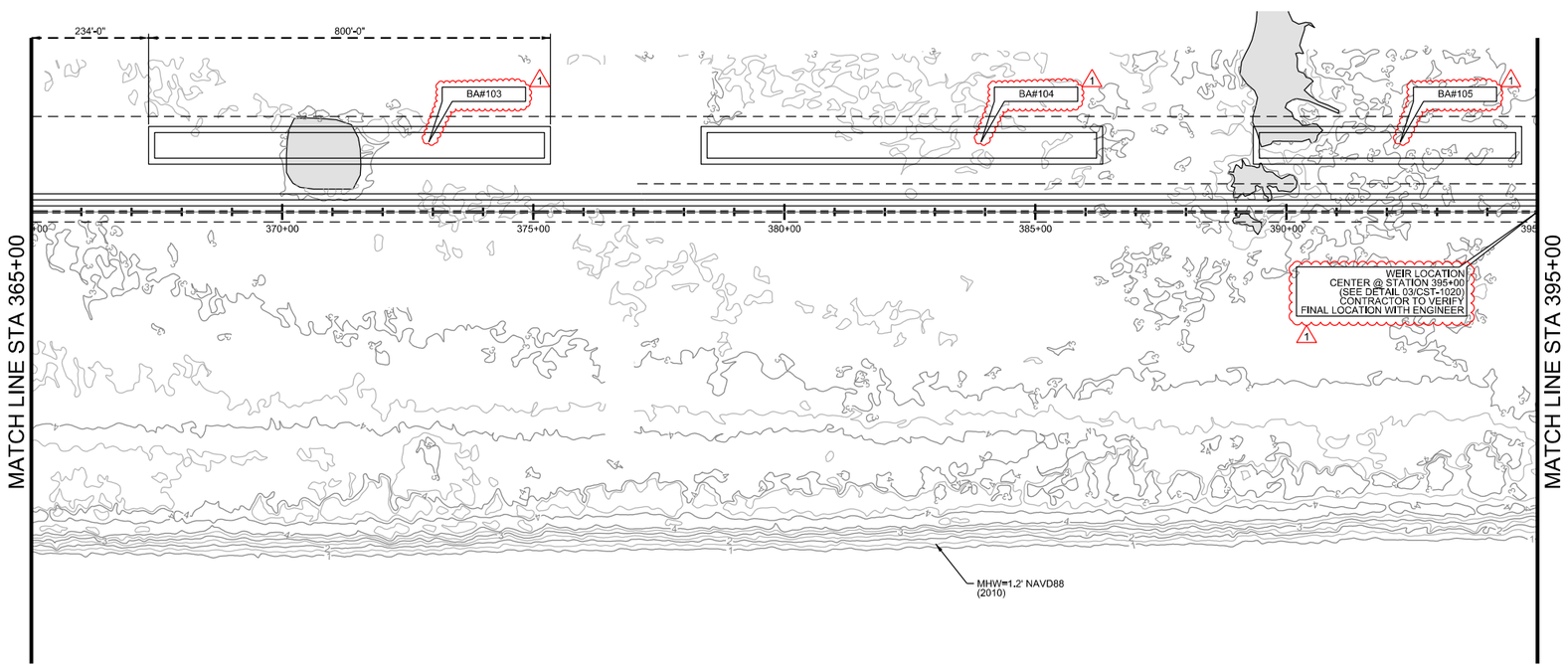
DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	CHK'D JWB / APP'D WLW

DRAWING NO. 395-1003-CST-1006

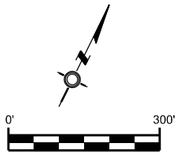
ISSUE NO. 1



01 PLAN VIEW STA 343+60 TO STA 365+00
SCALE: 1"=300'



02 PLAN VIEW STA 365+00 TO STA 395+00
SCALE: 1"=300'



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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET)
VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX.
CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-50	13793036.83	3468910.86	4.88

BORING LOCATION

POINT	NORTHING	EASTING
B01	13792296.02	3466218.60
B02	13793467.14	3468585.81

BERMS

NAME	LENGTH	FOOTPRINT AREA (ACRES)	EARTHWORK (C.Y.)
BERM 2	34,200 FT.	28.26	121,600 CY FILL

BORROW AREAS

NAME	APPROX MAT'L (C.Y.)	AREA (ACRES)	NORTHING CP	EASTING CP
BA#101	4,180	1.38	13792111.20	3465581.46
BA#102	4,156	1.38	13792598.23	3466567.77
BA#103	4,180	1.38	13793085.25	3467554.08
BA#104	4,156	1.38	13793572.27	3468540.39
BA#105	2,817	0.92	13794000.52	3469407.67

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WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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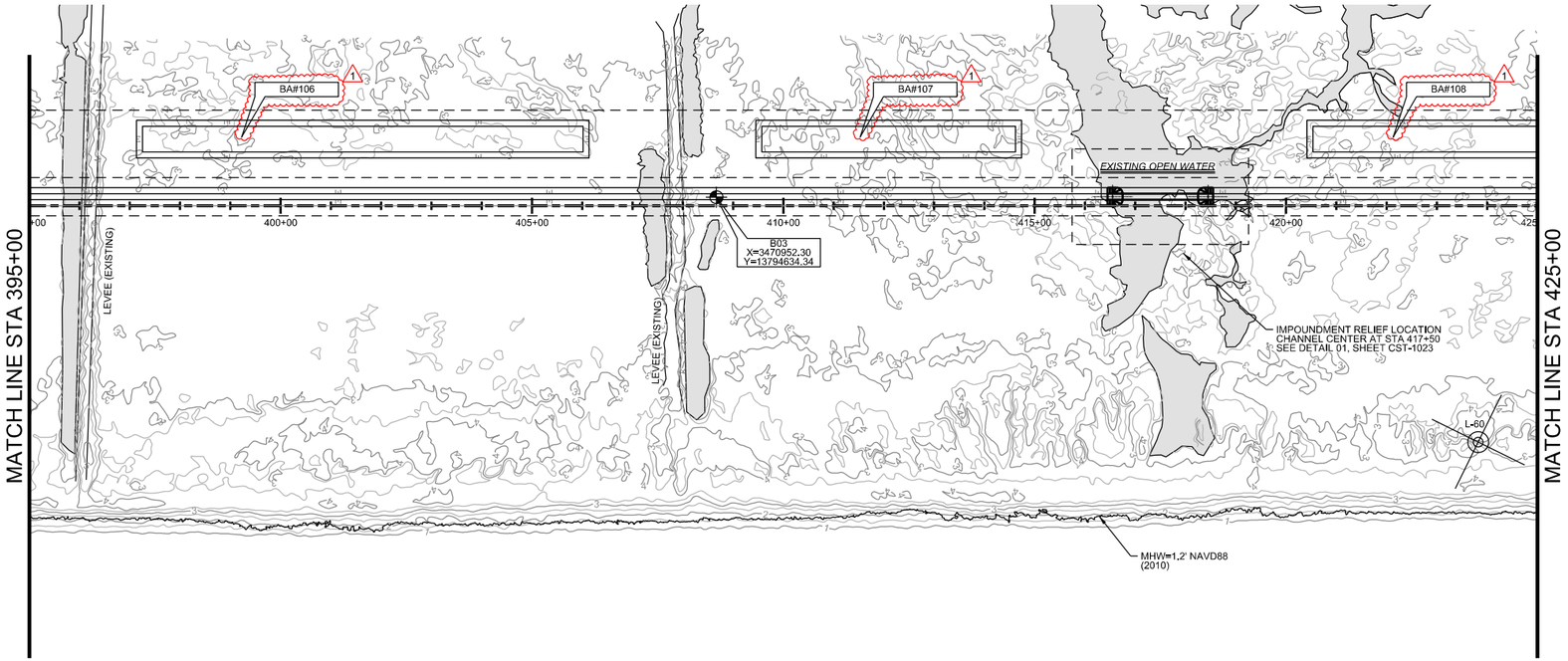
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 343+60 TO STA 395+00

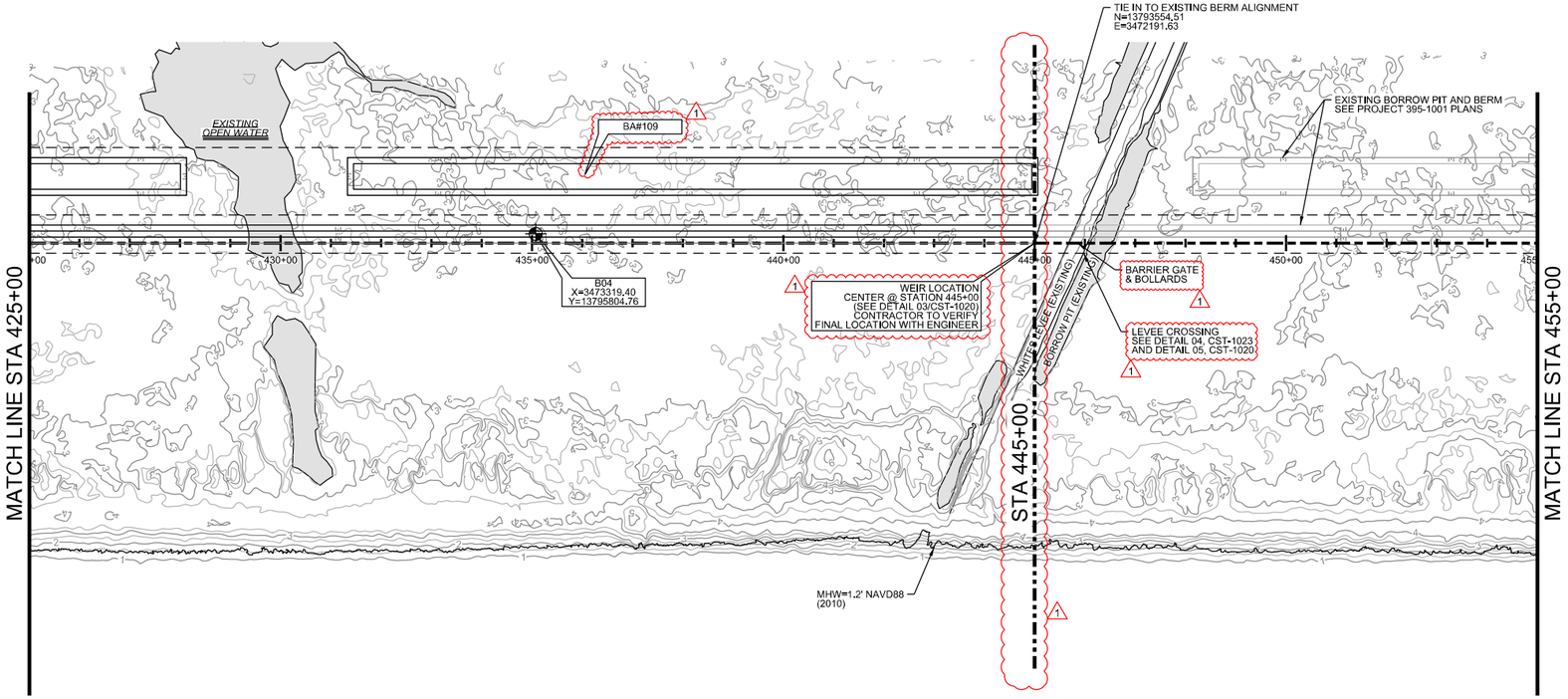
DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1" = 300'	JWB / WLW

DRAWING NO. 395-1003-CST-1007
ISSUE NO. 1



01 PLAN VIEW STA 395+00 TO STA 425+00

SCALE: 1"=300'



02 PLAN VIEW STA 425+00 TO STA 455+00

SCALE: 1"=300'

0' 300'

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NOTES

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KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-60	13794868.44	3472526.81	5.17

BORING LOCATION

POINT	NORTHING	EASTING
B03	13794634.34	3470952.30
B04	13795804.76	3473319.40

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
3	STA. 416+45	STA. 417+50	STA. 418+55

BERMS

1

NAME	LENGTH	FOOTPRINT AREA (ACRES)	EARTHWORK (C.Y.)
BERM 2	34,200 FT.	28.26	121,600 CY FILL

BORROW AREAS

1

NAME	APPROX MAT'L (C.Y.)	AREA (ACRES)	NORTHING CP	EASTING CP
BA#106	4,491	1.55	13794426.49	3470270.36
BA#107	2,955	0.91	13794889.61	3471208.25
BA#108	3,751	1.33	13795428.85	34742300.32
BA#109	7,698	2.36	13796045.39	3473548.92

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ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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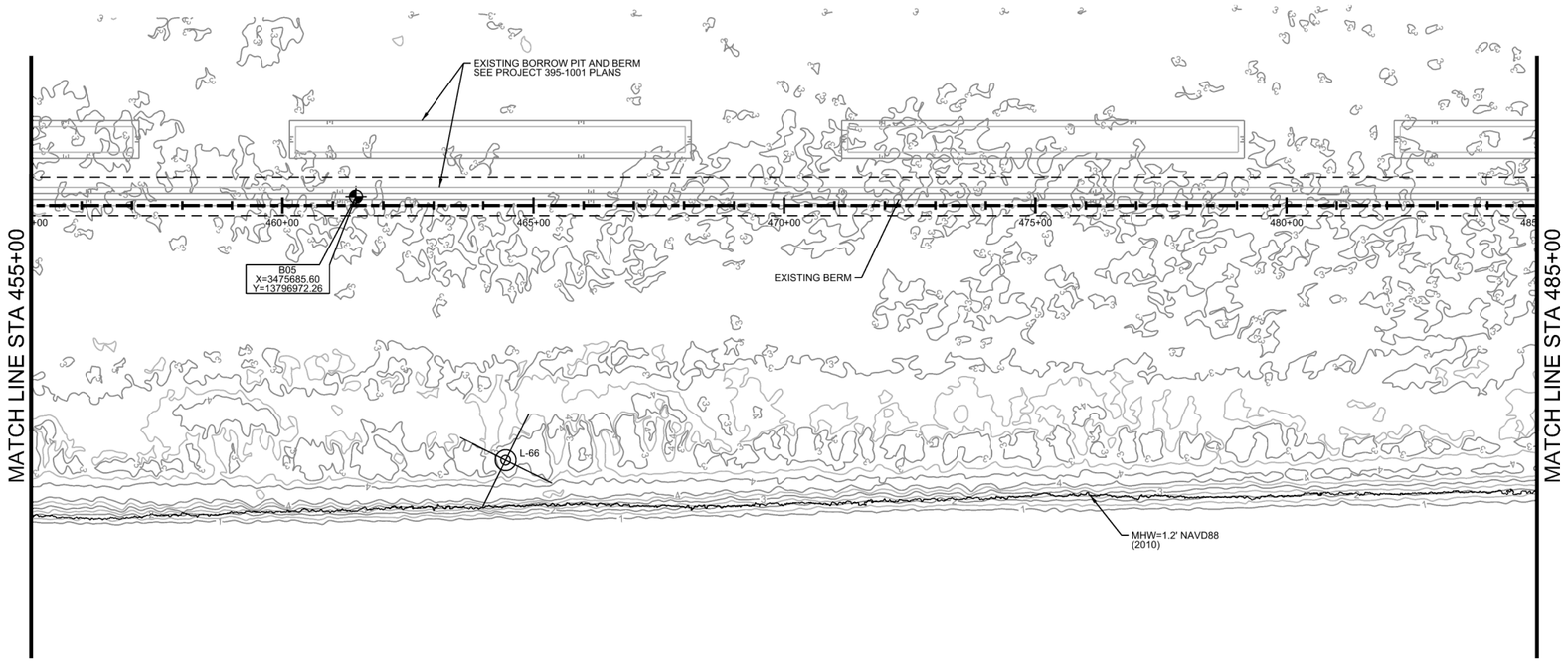
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 395+00 TO STA 455+00

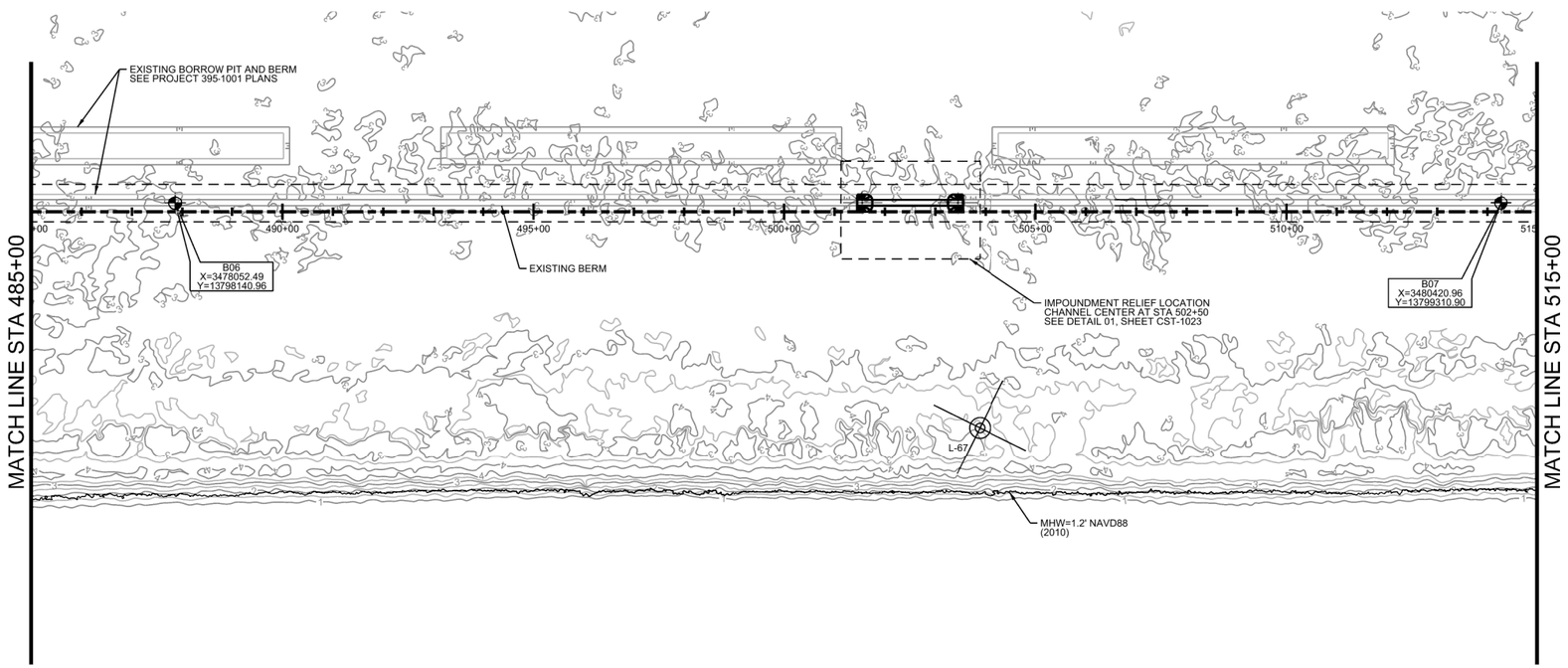
DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	JWB / WLW

DRAWING NO. 395-1003-CST-1008

ISSUE NO. 1



01 PLAN VIEW STA 455+00 TO STA 485+00
SCALE: 1"=300'



02 PLAN VIEW STA 485+00 TO STA 515+00
SCALE: 1"=300'

0' 300'

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NOTES

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KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-66	13796633.91	3476185.59	4.81
L-67	13798450.33	3479687.68	5.06

BORING LOCATION

POINT	NORTHING	EASTING
B05	13796972.26	3475685.60
B06	13798140.96	3478052.49
B07	13799310.90	3480420.96

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
4	STA. 501+45	STA. 502+50	STA. 503+55

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WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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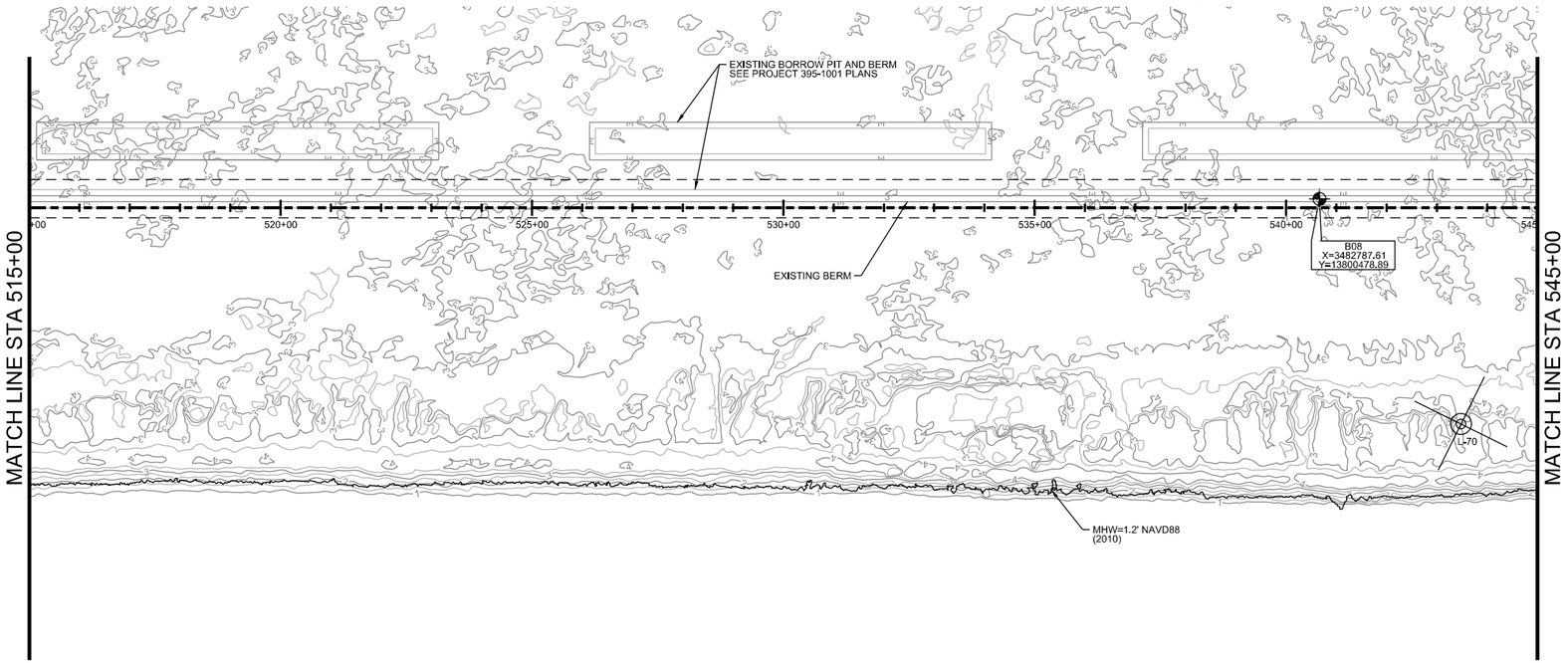
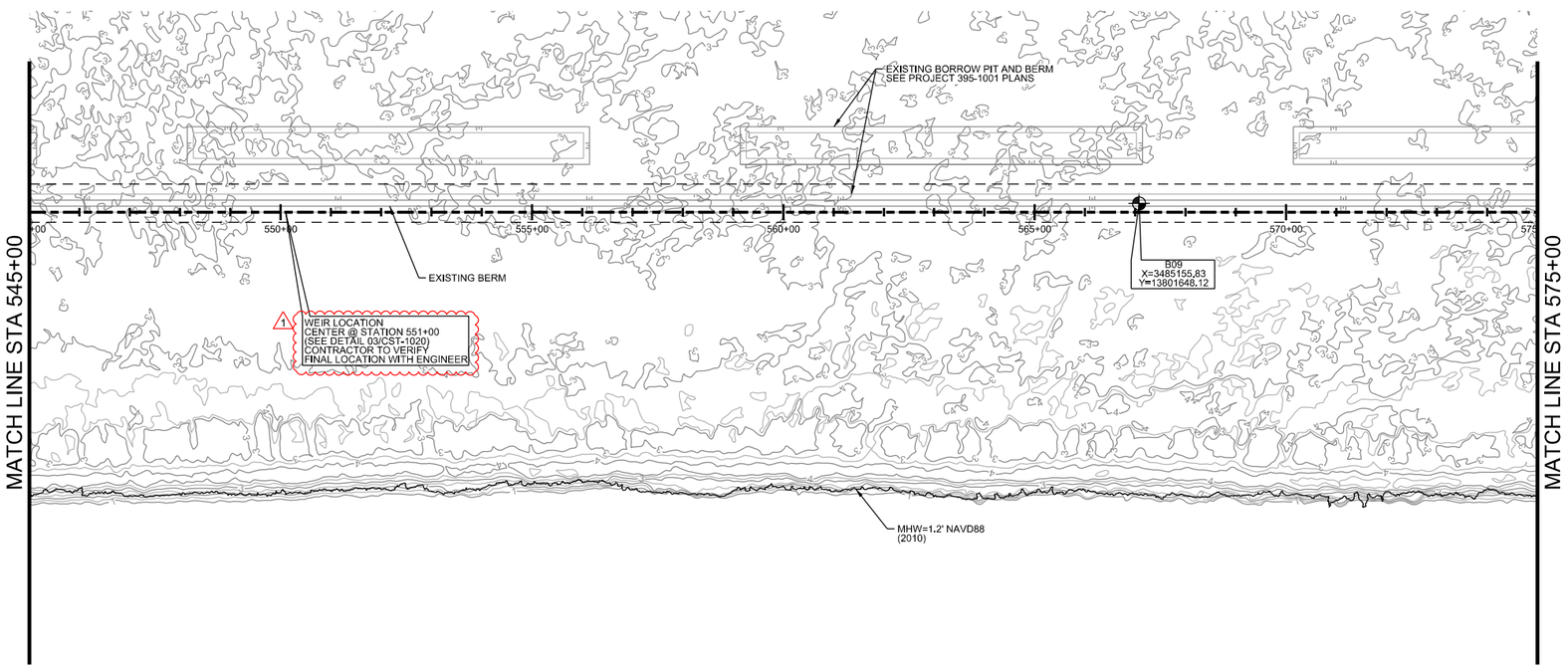
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 455+00 TO STA 515+00

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	JWB / WLW

DRAWING NO. 395-1003-CST-1009
ISSUE NO. 1



01 PLAN VIEW STA 515+00 TO STA 545+00
SCALE: 1"=300'



02 PLAN VIEW STA 545+00 TO STA 575+00
SCALE: 1"=300'

0' 300'

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NOTES

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CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-70	13800202.28	3483238.04	4.24

BORING LOCATION

POINT	NORTHING	EASTING
B08	13800478.89	3482787.61
B09	13801648.12	3485155.83

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STATE OF TEXAS
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WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHKD	APPD
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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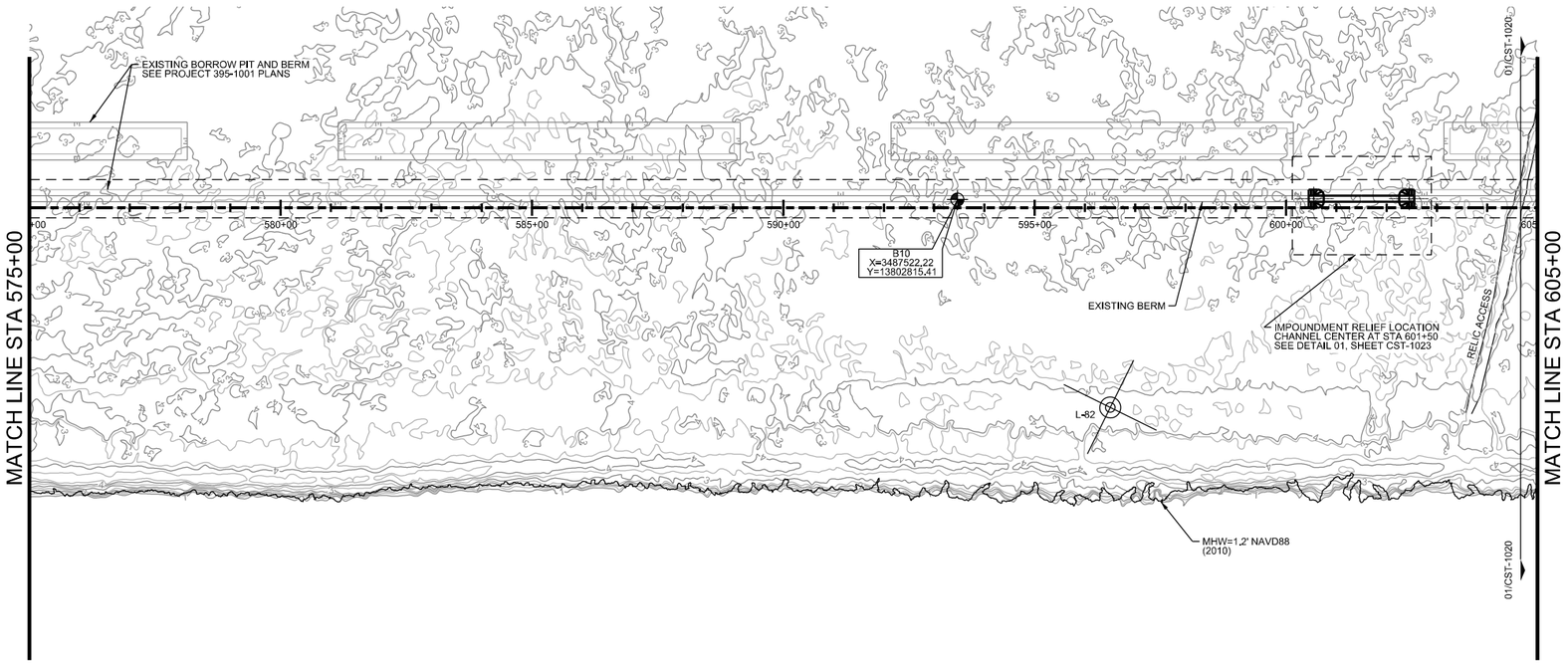
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 515+00 TO STA 575+00

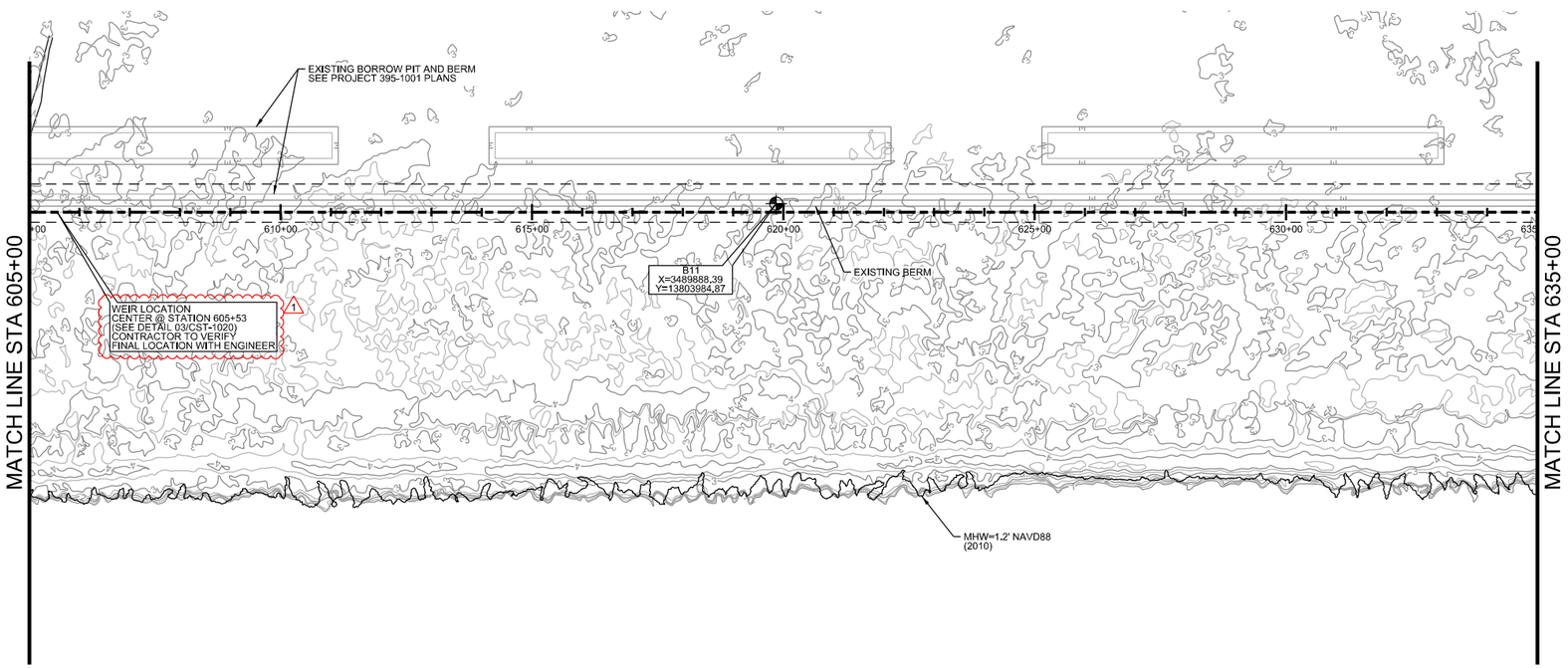
DRAWN BY	DATE	SCALE	CHKD / APPVD
JWB	19MAY15	1"=300'	JWB / WLW

DRAWING NO. 395-1003-CST-1010
ISSUE NO. 1



01 PLAN VIEW STA 575+00 TO STA 605+00

SCALE: 1"=300'



02 PLAN VIEW STA 605+00 TO STA 635+00

SCALE: 1"=300'

0' 300'

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NOTES

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VERTICAL DATUM IS NAVD88 (FEET)

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CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-82	13802579.19	3487977.79	5.25

BORING LOCATION

POINT	NORTHING	EASTING
B10	13802815.41	3487522.22
B11	13803984.87	3489888.39

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
5	STA. 600+45	STA. 601+50	STA. 602+55

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STATE OF TEXAS
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PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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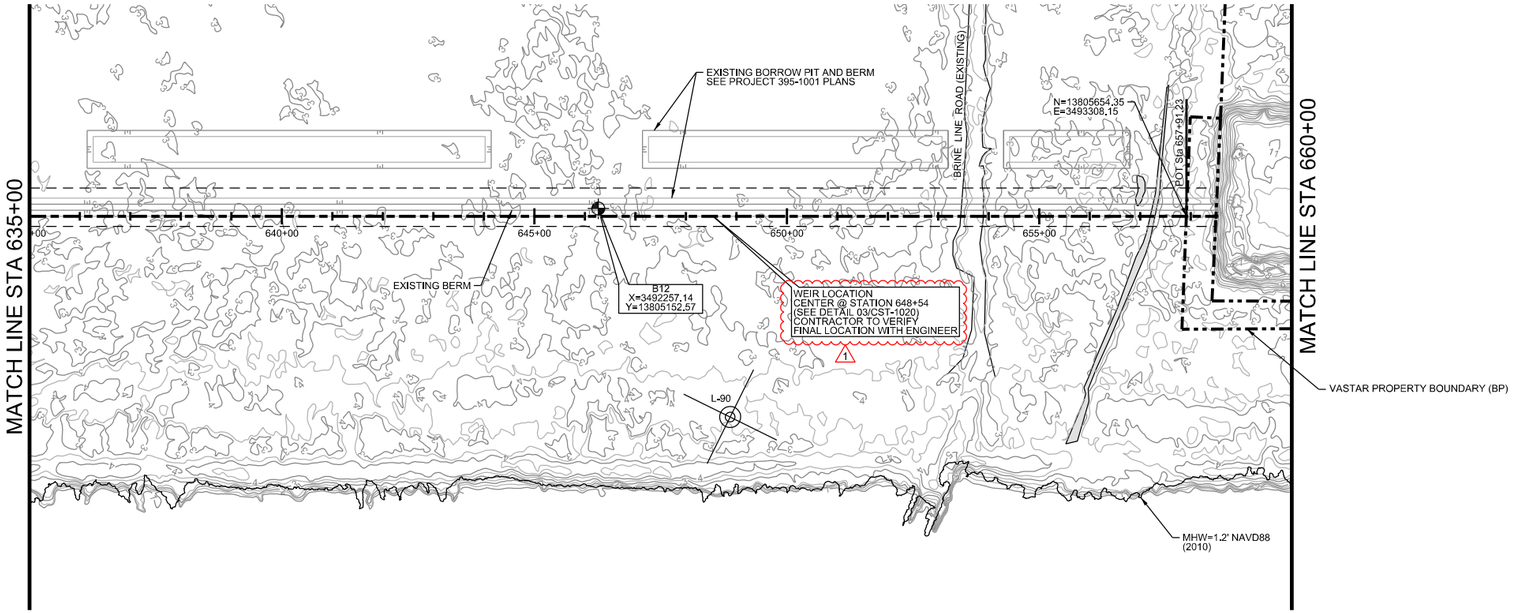
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 575+00 TO STA 635+00

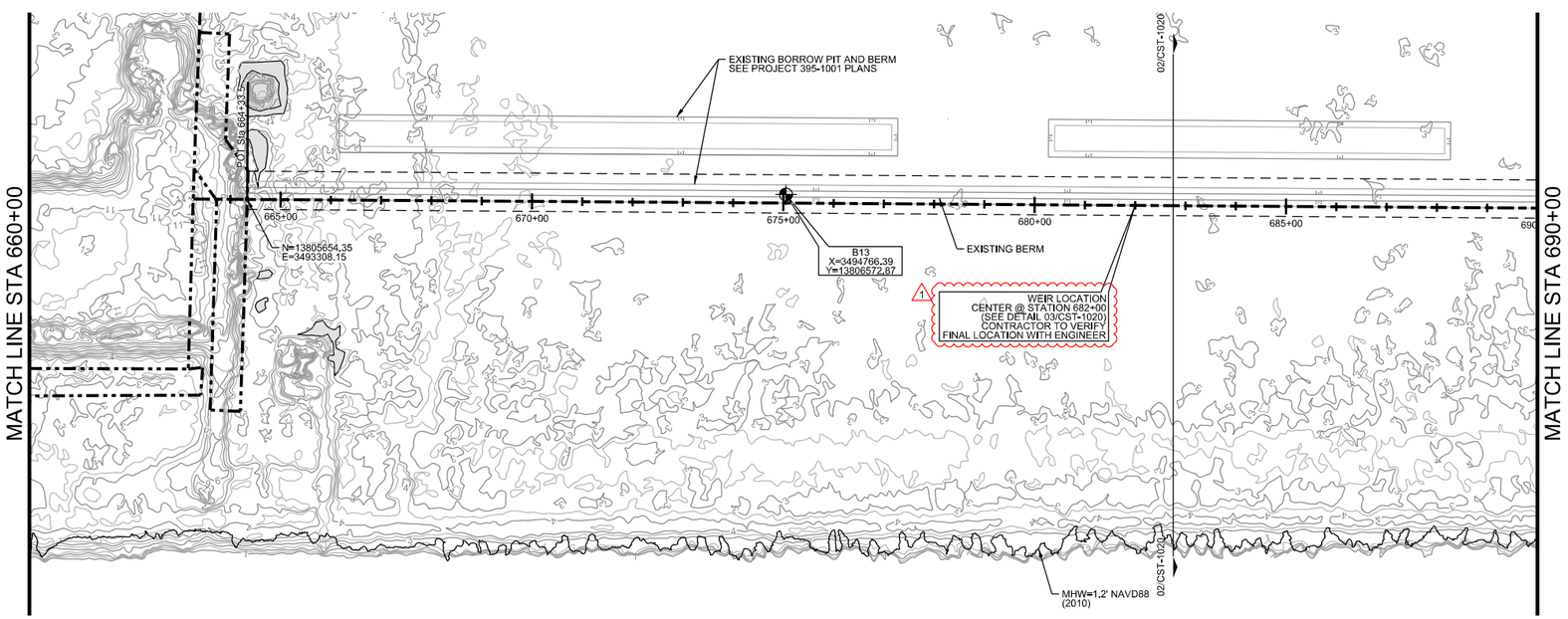
DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	JWB / WLW

DRAWING NO. 395-1003-CST-1011

ISSUE NO. 1



01 PLAN VIEW STA 635+00 TO STA 660+00
SCALE: 1"=300'



02 PLAN VIEW STA 660+00 TO STA 690+00
SCALE: 1"=300'

0' 300'

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NOTES

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VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX.
CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-90	13804897.90	3492674.05	4.62

BORING LOCATION

POINT	NORTHING	EASTING
B12	13805152.57	3492257.14
B13	13806572.87	3494766.39

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ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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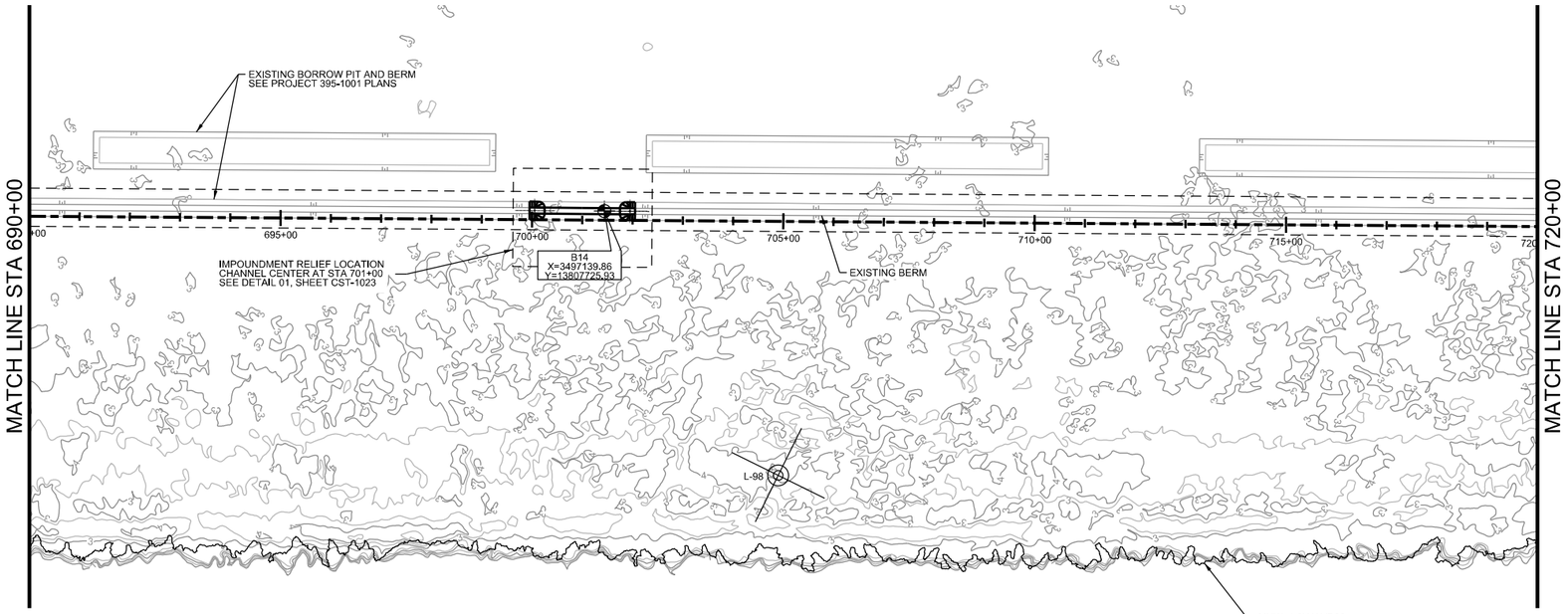
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 635+00 TO STA 690+00

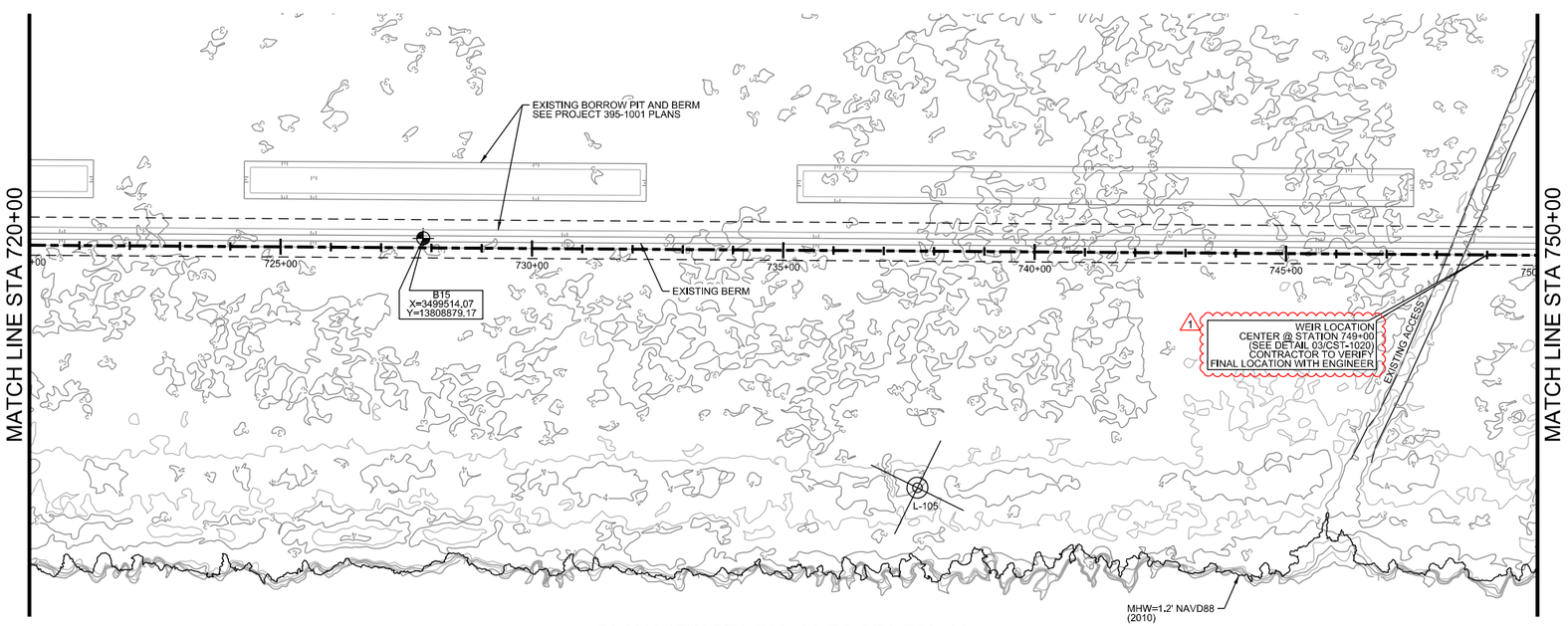
DRAWN BY	DATE	SCALE	CHK'D / APP'VD
JWB	19MAY15	1"=300'	JWB / WLW

DRAWING NO. 395-1003-CST-1012
ISSUE NO. 1



01 PLAN VIEW STA 690+00 TO STA 720+00

SCALE: 1"=300'



02 PLAN VIEW STA 720+00 TO STA 750+00

SCALE: 1"=300'

0' 300'

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NOTES

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2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX.
CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-98	13807407.23	3497682.63	5.00
L-105	13808869.50	3500615.23	5.06

BORING LOCATION

POINT	NORTHING	EASTING
B14	13807725.93	3497139.86
B15	13808879.17	3499514.07

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
6	STA. 699+95	STA. 701+00	STA. 702+05

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ISSUE	DATE	BY	DESCRIPTION	CHKD	APPD
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

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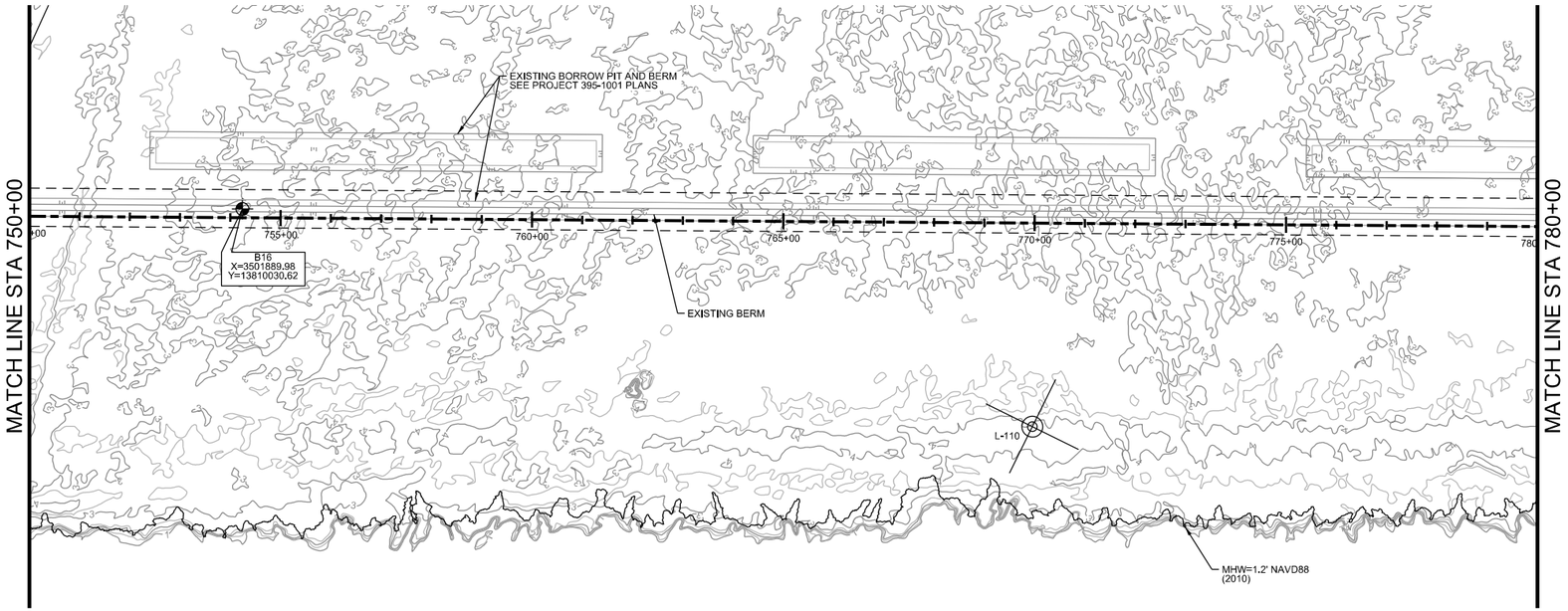
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 690+00 TO STA 750+00

DRAWN BY	DATE	SCALE	CHKD / APPVD
JWB	19MAY15	1"=300'	JWB / WLW

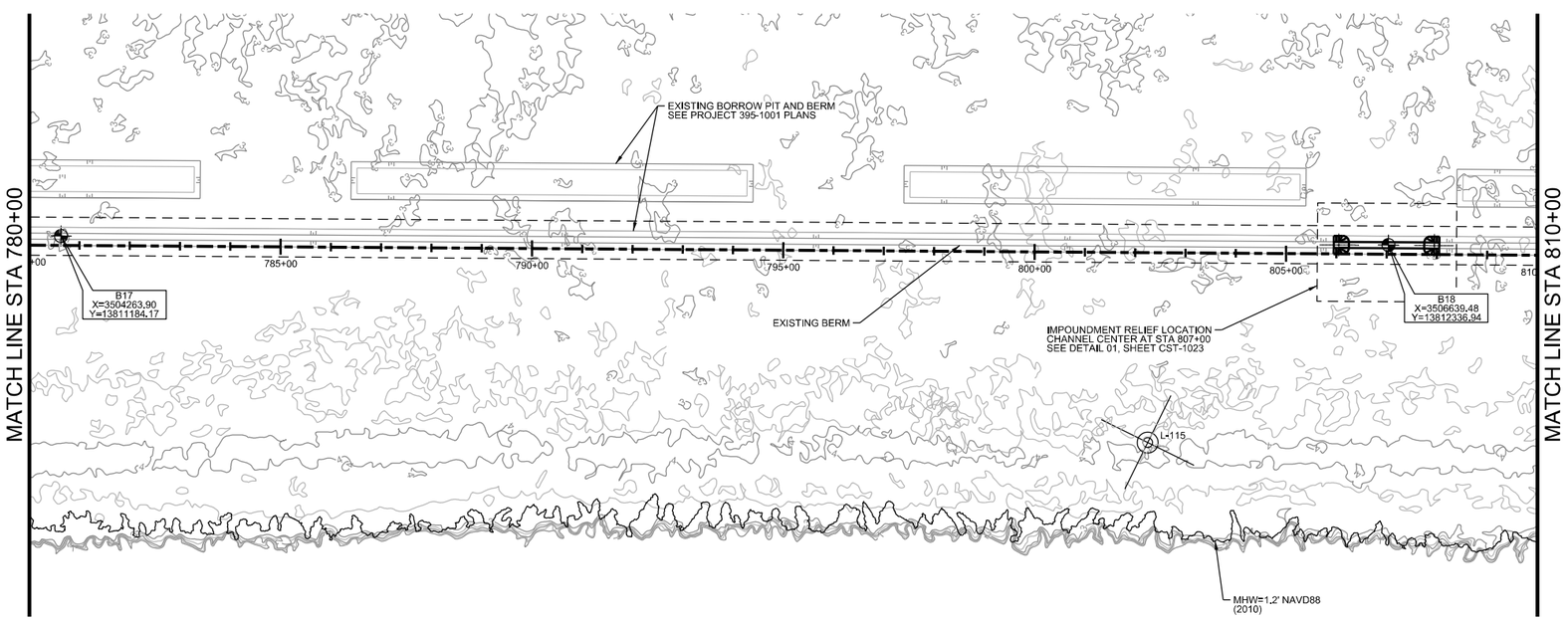
DRAWING NO. 395-1003-CST-1013

ISSUE NO. 1



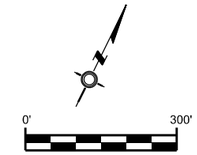
01 PLAN VIEW STA 750+00 TO STA 780+00

SCALE: 1"=300'



02 PLAN VIEW STA 780+00 TO STA 810+00

SCALE: 1"=300'



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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET)
VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX.
CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-110	13810337.86	3503490.80	4.66
L-115	13811772.60	3506384.04	4.85

BORING LOCATION

POINT	NORTHING	EASTING
B16	13810030.62	3501889.98
B17	13811184.17	3504263.90
B18	13812336.94	3506639.48

IMPOUNDMENT RELIEF LOCATION

CH. #	START OF RIPRAP	CHANNEL CENTER	END OF RIPRAP
7	STA. 805+95	STA. 807+00	STA. 808+05

LJA Engineering, Inc.
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STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

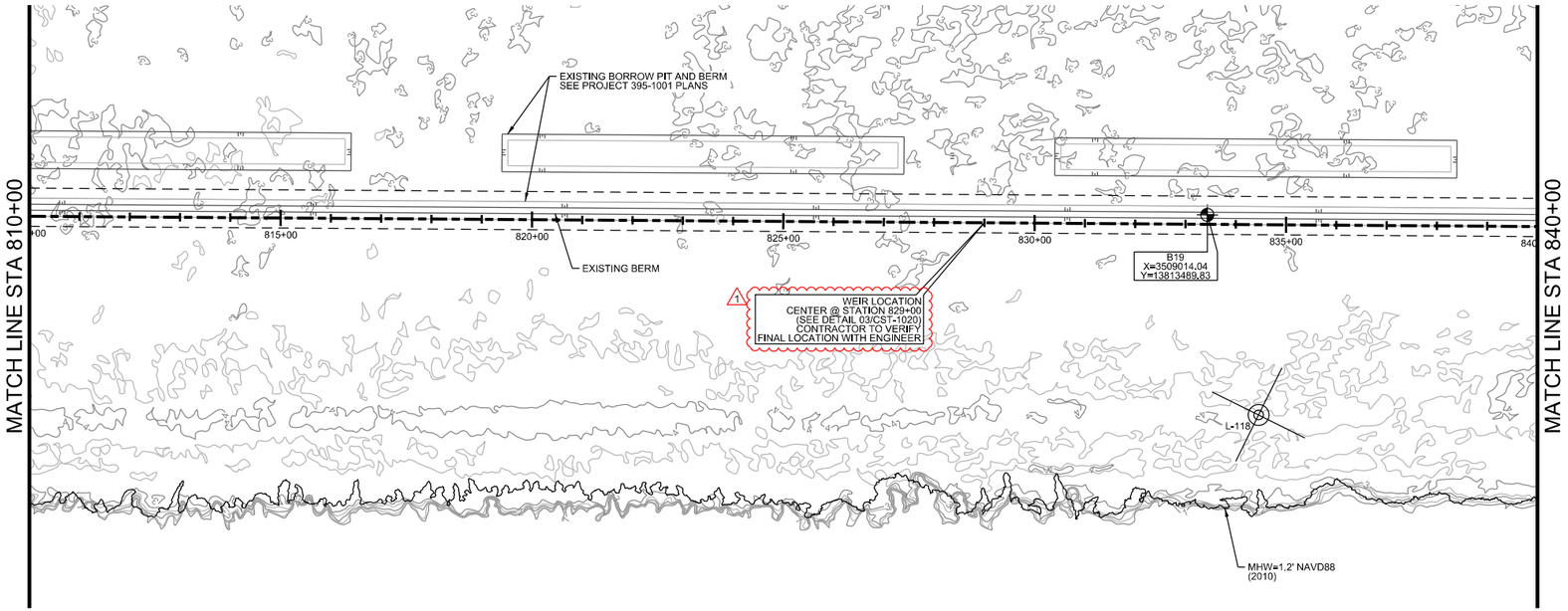
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 750+00 TO STA 810+00

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	JWB / WLW

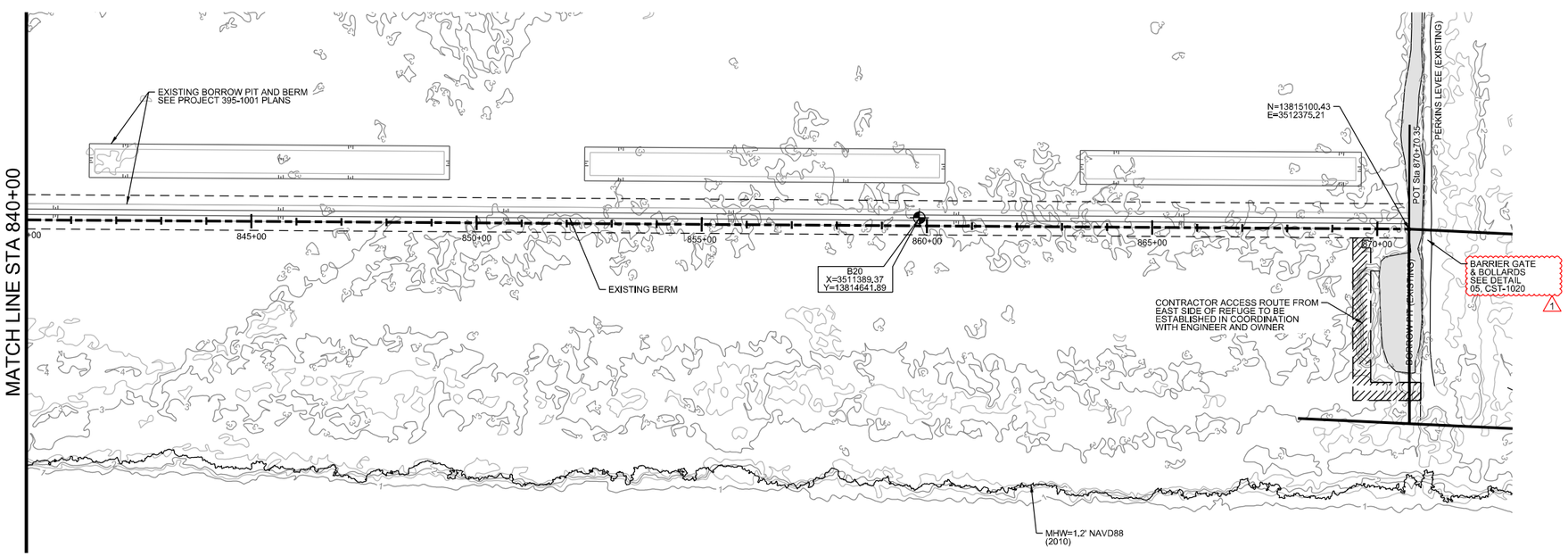
DRAWING NO. 395-1003-CST-1014

ISSUE NO. 1



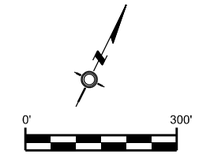
01 PLAN VIEW STA 810+00 TO STA 840+00

SCALE: 1"=300'



02 PLAN VIEW STA 840+00 TO STA 870+70

SCALE: 1"=300'



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NOTES

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VERTICAL DATUM IS NAVD88 (FEET)

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CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-118	13813177.98	3509281.86	4.00

BORING LOCATION

POINT	NORTHING	EASTING
B19	13813489.83	3509014.04
B20	13814641.89	3511389.37

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STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

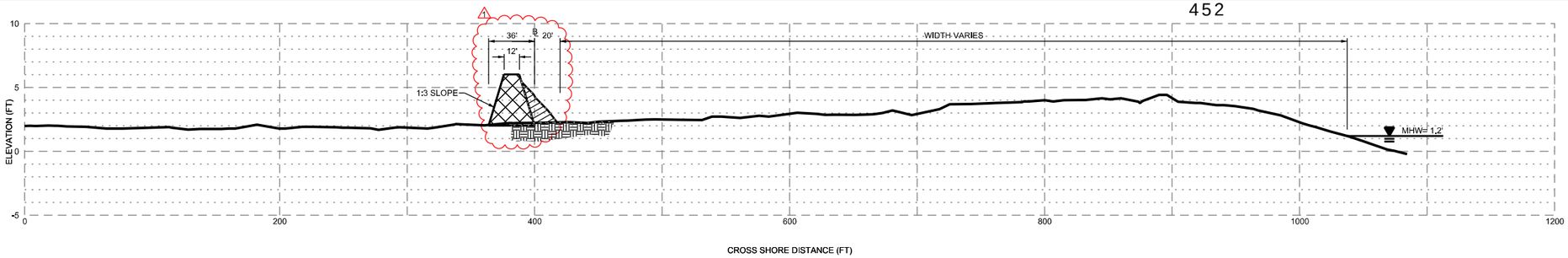
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PLAN VIEW STA 810+00 TO STA 870+70

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=300'	CHK'D JWB / APP'D WLW

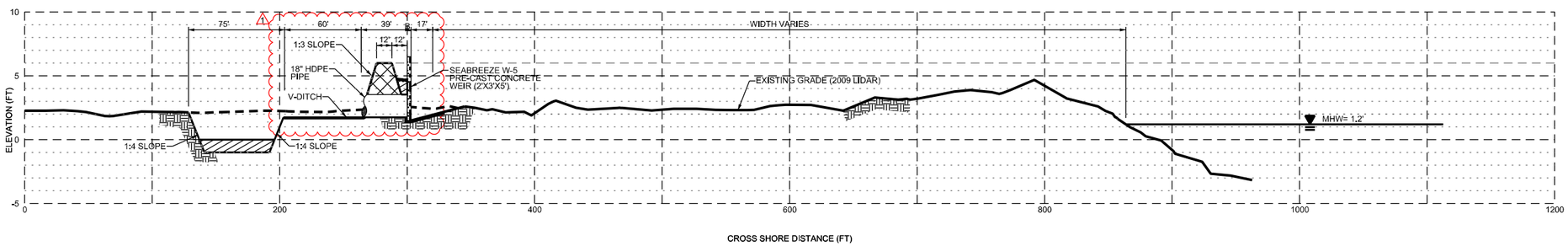
DRAWING NO. 395-1003-CST-1015

ISSUE NO. 1



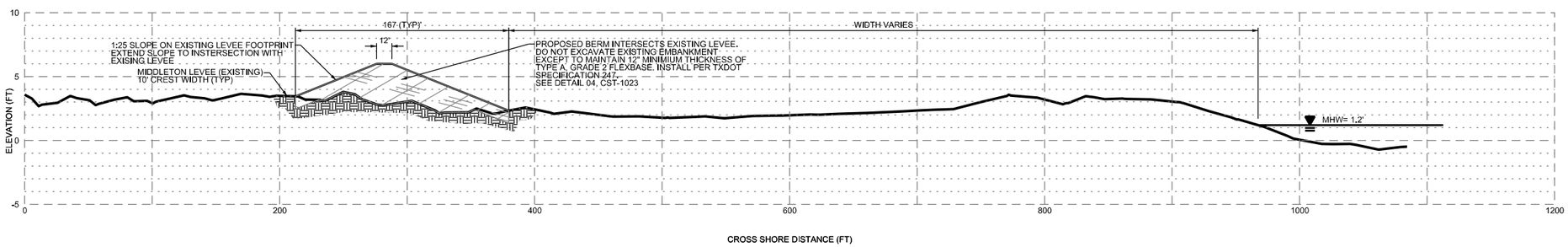
01 PROJECT SECTION STA 110+50

SCALE: H:1"=100', V: 1"=10'



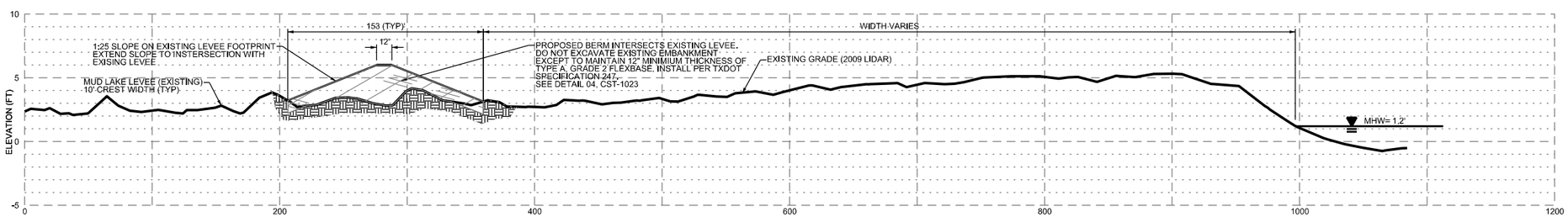
02 PROJECT SECTION STA 130+00

SCALE: H:1"=100', V: 1"=10'



03 PROJECT SECTION STA 132+50 TO 132+65

SCALE: H:1"=100', V: 1"=10'



04 PROJECT SECTION STA 174+20 TO 174+60

SCALE: H:1"=100', V: 1"=10'

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NOTES

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2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX. CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CLAY BERM
- REMOVED/REPLACED ORGANICS
- TXDOT ITEM 247 - FLEXBASE TYPE A, GRADE 2
- BIODEGRADABLE EROSION CONTROL MAT
- CONCRETE (WEIR BOX)

LJA Engineering, Inc.

Coastal Group
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FRN - F-1386

STATE OF TEXAS — WILLIAM L. WORSHAM — 83153 — LICENSED PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

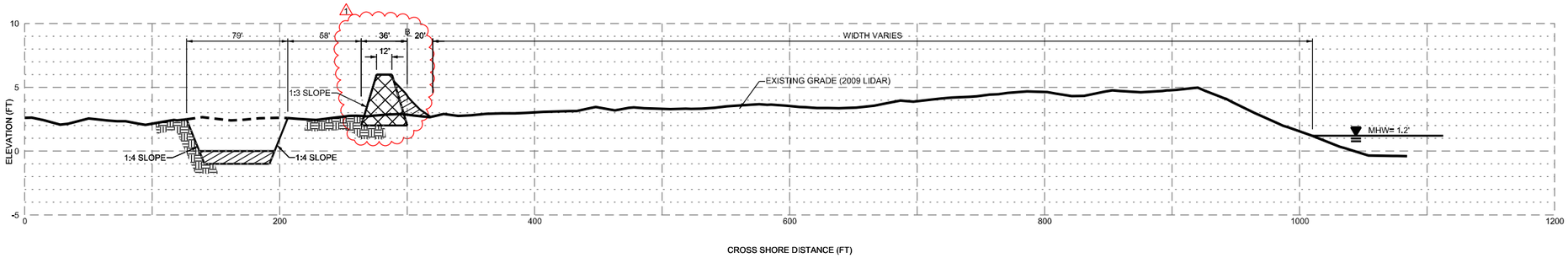
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PROP BERM CUT CROSS SECTIONS

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	AS NOTED	JWB / WLW

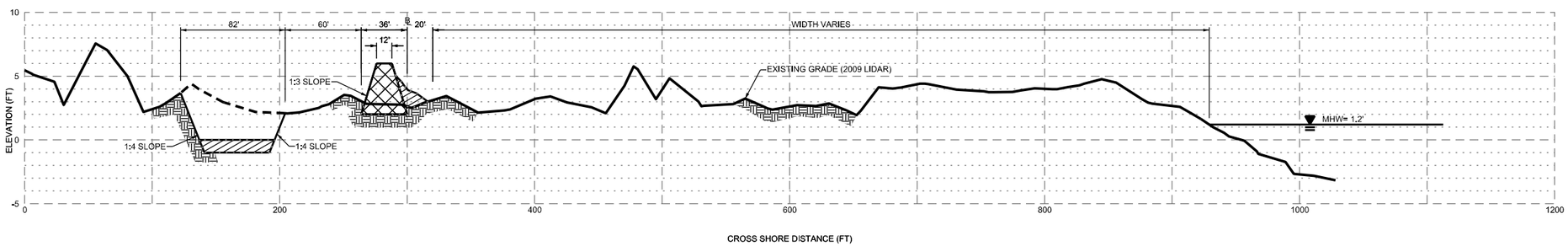
DRAWING NO. 395-1003-CST-1016

ISSUE NO. 1



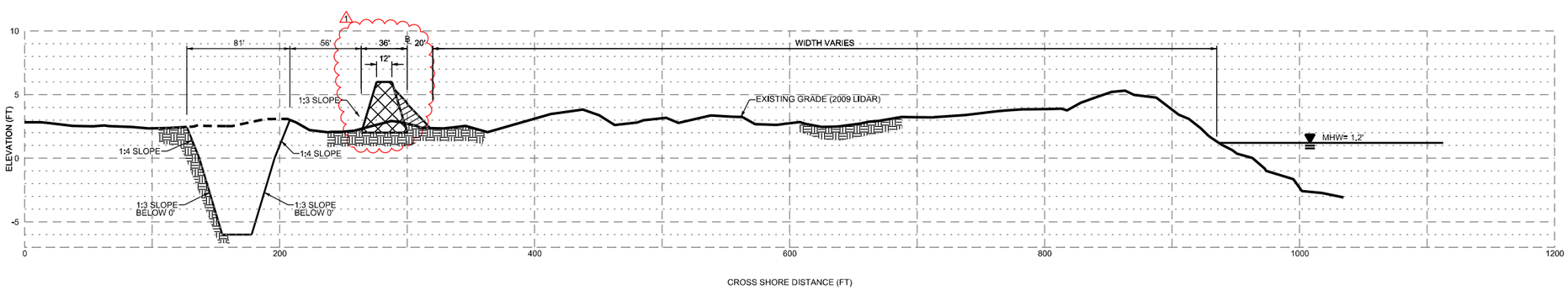
01 PROJECT SECTION STA 188+00

SCALE: H:1"=100', V: 1"=10'



02 PROJECT SECTION STA 206+30

SCALE: H:1"=100', V: 1"=10'



03 PROJECT SECTION STA 231+00

SCALE: H:1"=100', V: 1"=10'

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NOTES

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2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX. CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

CLAY BERM

REMOVED/REPLACED ORGANICS

LJA Engineering, Inc.

Coastal Group
905 Orleans Street
Beaumont, Texas 77701

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FRN - F-1386

STATE OF TEXAS — WILLIAM L. WORSHAM — 83153 — LICENSED — PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

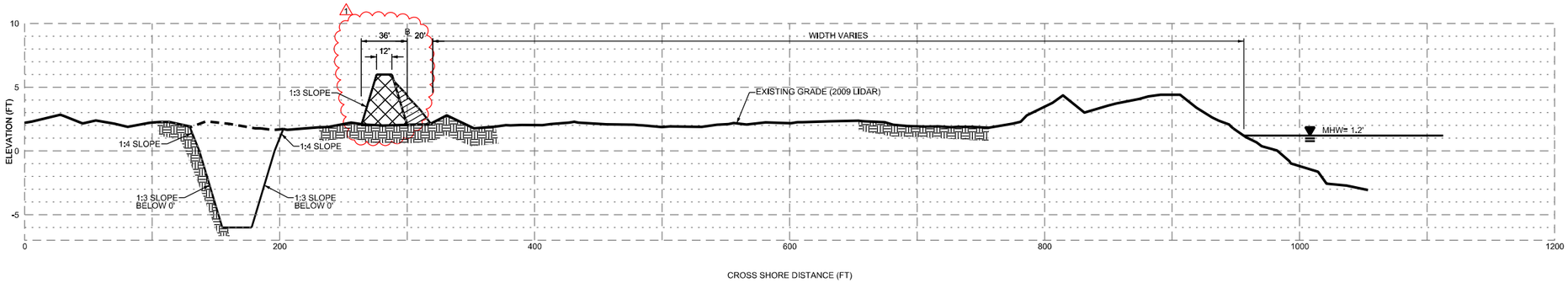
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PROP BERM CUT CROSS SECTIONS

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	AS NOTED	JWB / WLW

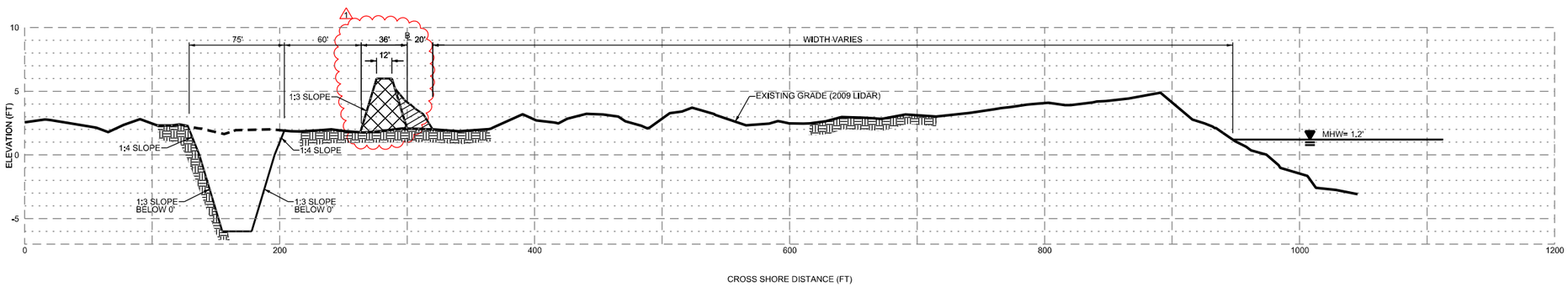
DRAWING NO. 395-1003-CST-1017

ISSUE NO. 1



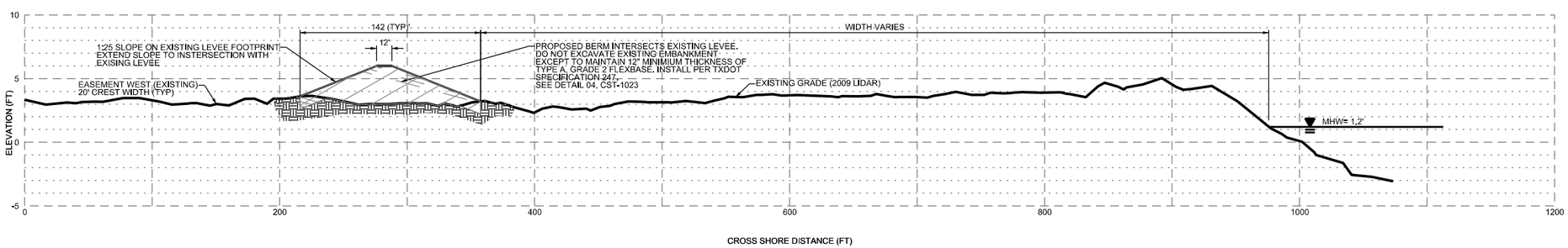
01 PROJECT SECTION STA 242+20

SCALE: H:1"=100', V: 1"=10'



02 PROJECT SECTION STA 250+00

SCALE: H:1"=100', V: 1"=10'



03 PROJECT SECTION STA 273+45 TO 273+65

SCALE: H:1"=100', V: 1"=10'

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NOTES

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KEY

- CLAY BERM
- REMOVED/REPLACED ORGANICS
- TXDOT ITEM 247 - FLEXBASE TYPE A, GRADE 2

LJA Engineering, Inc.

Coastal Group
905 Orleans Street
Beaumont, Texas 77701

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Fax 409.813.1916
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STATE OF TEXAS — WILLIAM L. WORSHAM — 83153 — LICENSED PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

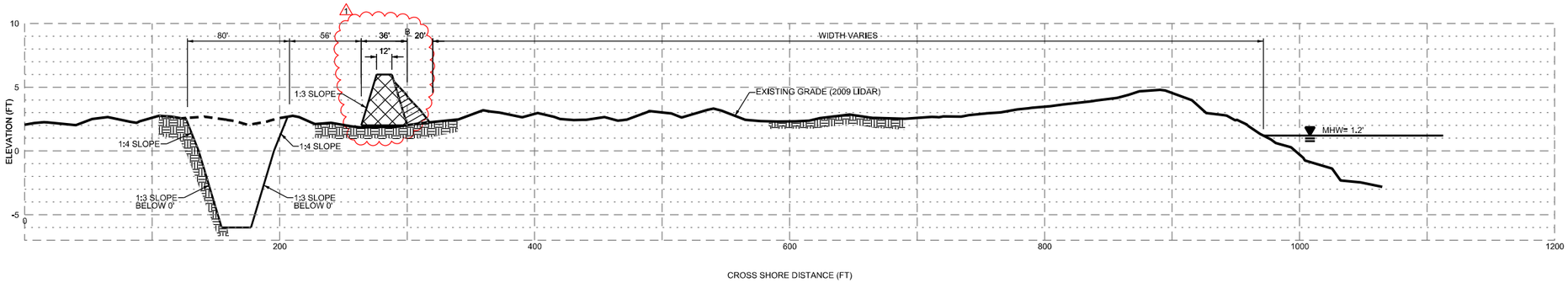
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PROP BERM CUT CROSS SECTIONS

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	AS NOTED	JWB / WLW

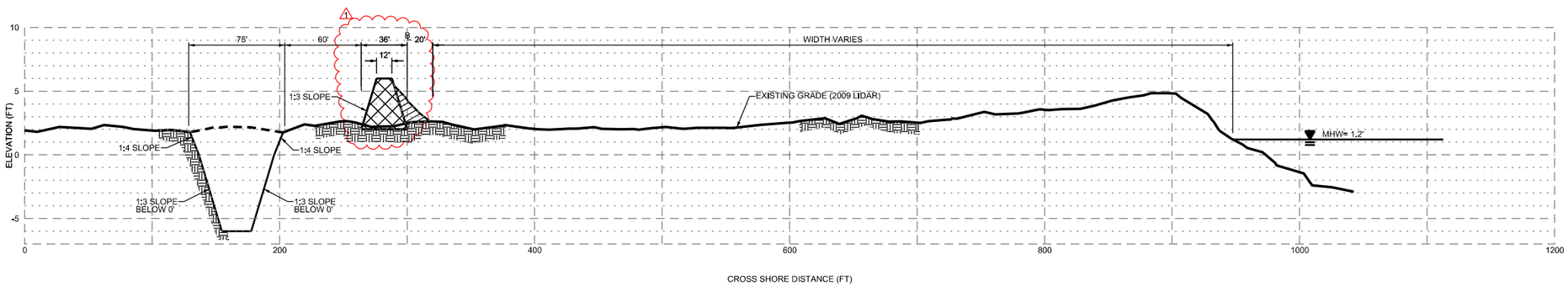
DRAWING NO. 395-1003-CST-1018

ISSUE NO. 1



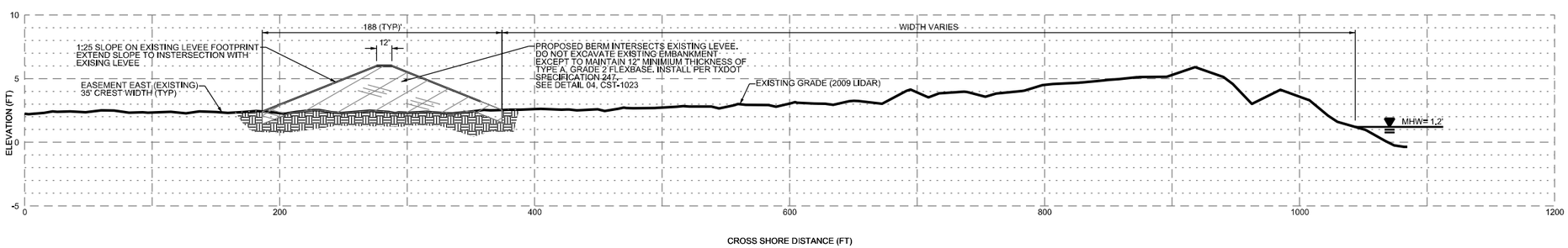
01 PROJECT SECTION STA 290+00

SCALE: H:1"=100', V: 1"=10'



02 PROJECT SECTION STA 310+00

SCALE: H:1"=100', V: 1"=10'



03 PROJECT SECTION STA 342+70 TO 343+03

SCALE: H:1"=100', V: 1"=10'

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NOTES

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VERTICAL DATUM IS NAVD88 (FEET)

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CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CLAY BERM
- REMOVED/REPLACED ORGANICS
- TXDOT ITEM 247 - FLEXBASE TYPE A, GRADE 2

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FRN - F-1386

STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

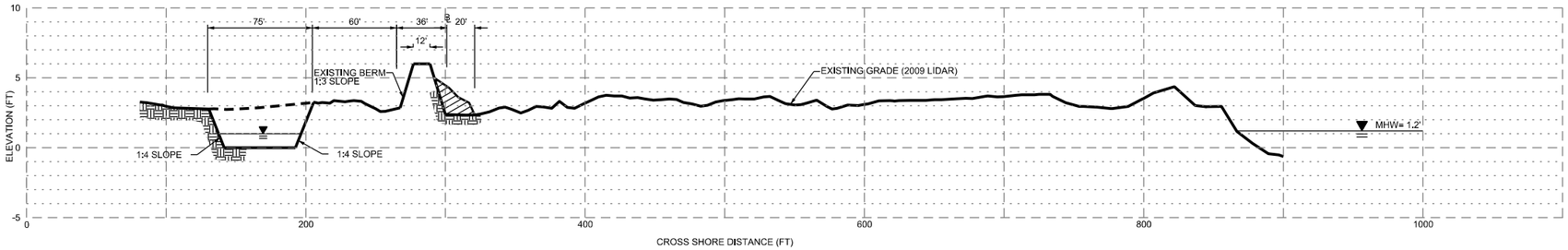
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
PROP BERM CUT CROSS SECTIONS

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	AS NOTED	JWB / WLW

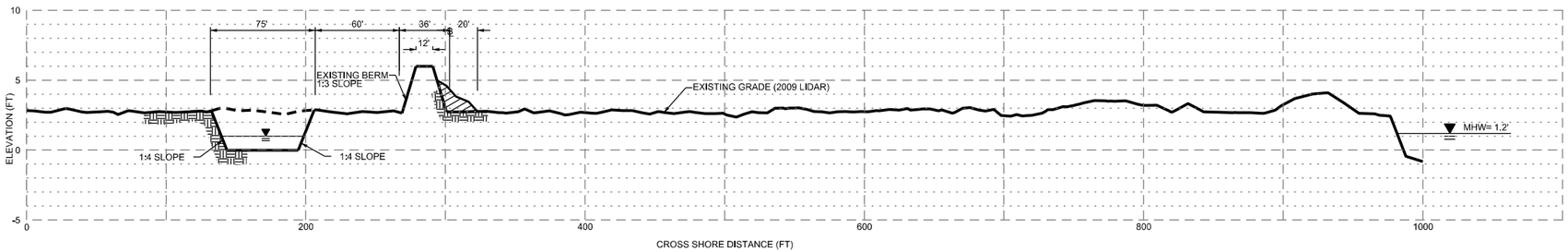
DRAWING NO. 395-1003-CST-1019

ISSUE NO. 1



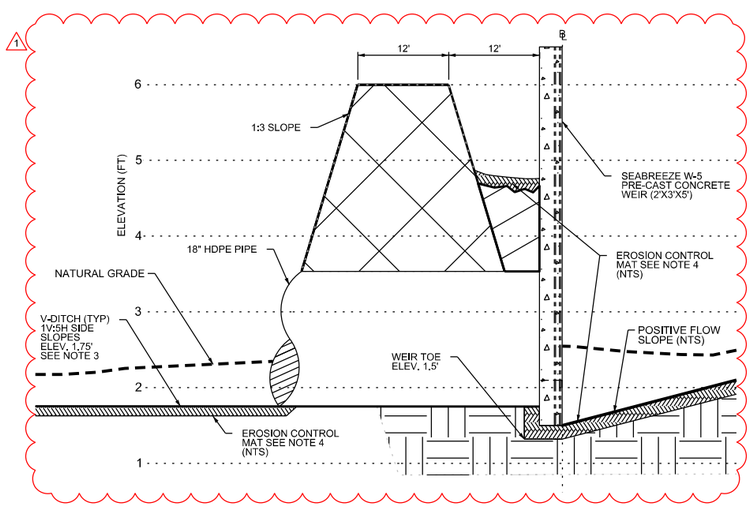
01 PROJECT SECTION STA 604+70

SCALE: H:1"=100', V: 1"=10'



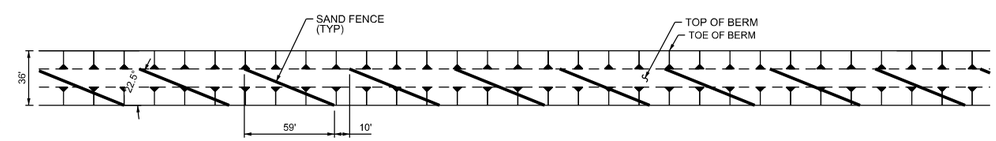
02 PROJECT SECTION STA 682+75

SCALE: H:1"=100', V: 1"=10'



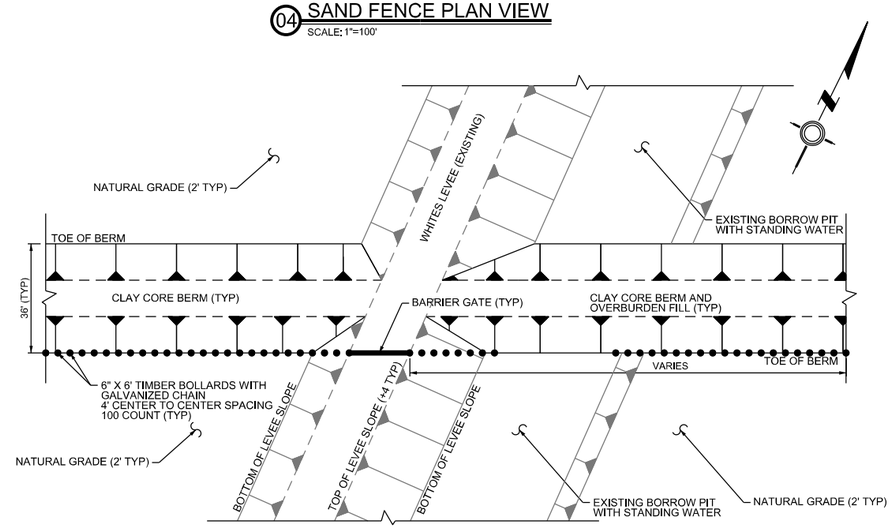
03 WEIR DRAINAGE DETAIL - PROJECT SECTION STA 130+00

SCALE: H:1"=20', V: 1"=2'



04 SAND FENCE PLAN VIEW

SCALE: 1"=100'



05 BARRIER GATE AND TIMBER BOLLARD PLAN VIEW

SCALE: 1" = 50'

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NOTES

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VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX. CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

3. V-DITCH TO BE CONSTRUCTED FROM PIPE DISCHARGE LOCATION TO BORROW AREA AND LINED WITH SOIL STABILIZATION MAT PER SPECIFICATION SECTION 31 25 00.

4. COVER EXPOSED PIPE WITH REPLACED ORGANICS OR OVERBURDEN FILL AND LINE WITH SOIL STABILIZATION MAT.

KEY

- CLAY BERM
- REMOVED/REPLACED ORGANICS
- BIODEGRADABLE EROSION CONTROL MAT
- CONCRETE (WEIR BOX)

WEIR LOCATIONS

1

CH#	STATION #	NORTHING	EASTING
1	STA 130+00	3445973.08	13782281.19
2	STA 172+00	3449739.00	13784140.73
3	STA 228+00	3454760.21	13786620.11
4	STA 341+21	3464911.15	13791632.45
5	STA 395+00	3469734.21	13794013.98
6	STA 445+00	3474217.44	13796227.72
7	STA 551+00	3483721.90	13800920.84
8	STA 605+53	348864.31	13803335.14
9	STA 648+54	3492467.79	13805239.40
10	STA 682+00	3495398.76	13806860.89
11	STA 749+00	3501426.32	13809786.38
12	STA 829+00	3508623.41	13813279.49

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WILLIAM L. WORSHAM, P.E. #83153

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0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

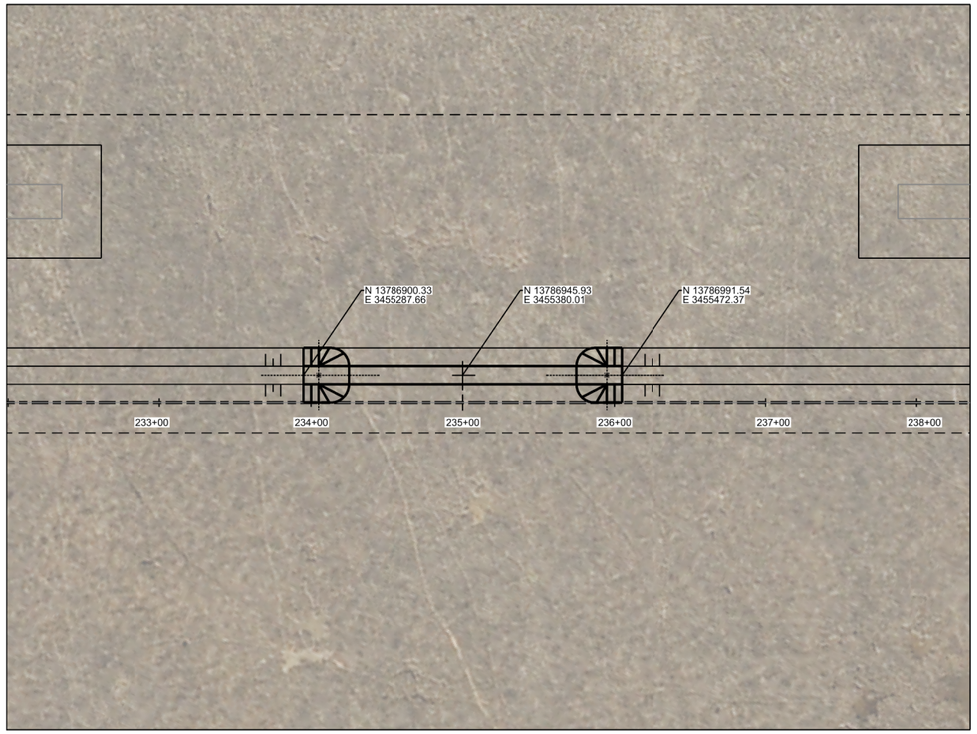
TEXAS GENERAL LAND OFFICE

TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
IMPROVEMENTS ON EXISTING BERMS CUT CROSS SECTIONS

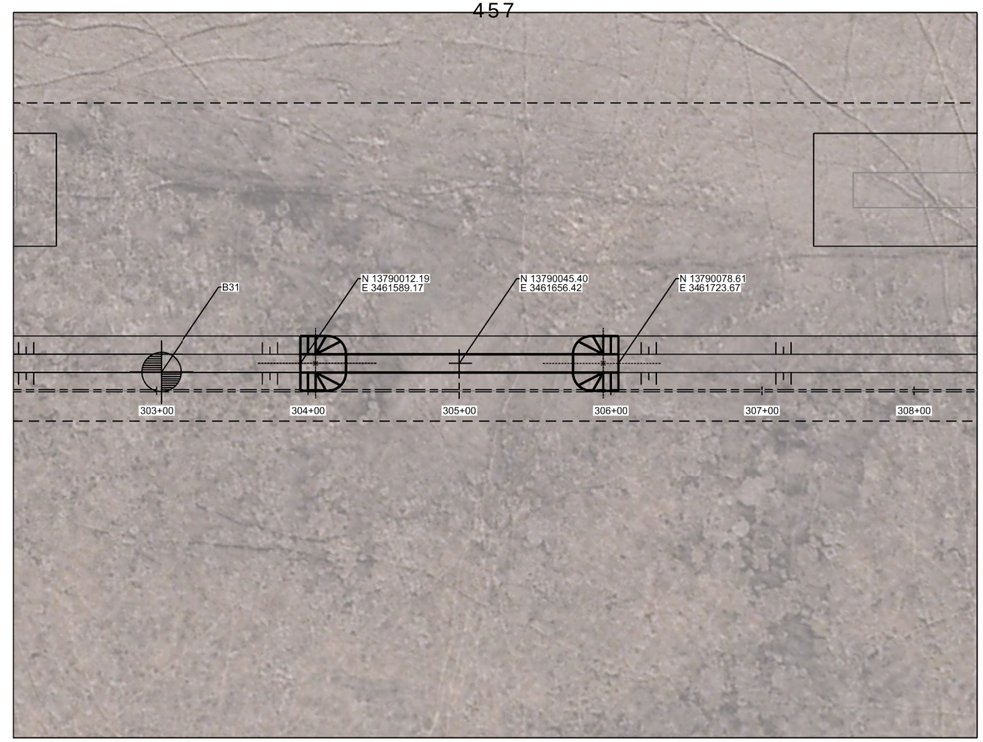
DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	AS NOTED	JWB / WLW

DRAWING NO. 395-1003-CST-1020

ISSUE NO. 1



1 PROJECT DETAIL STA 235+00
SCALE: 1"=100'



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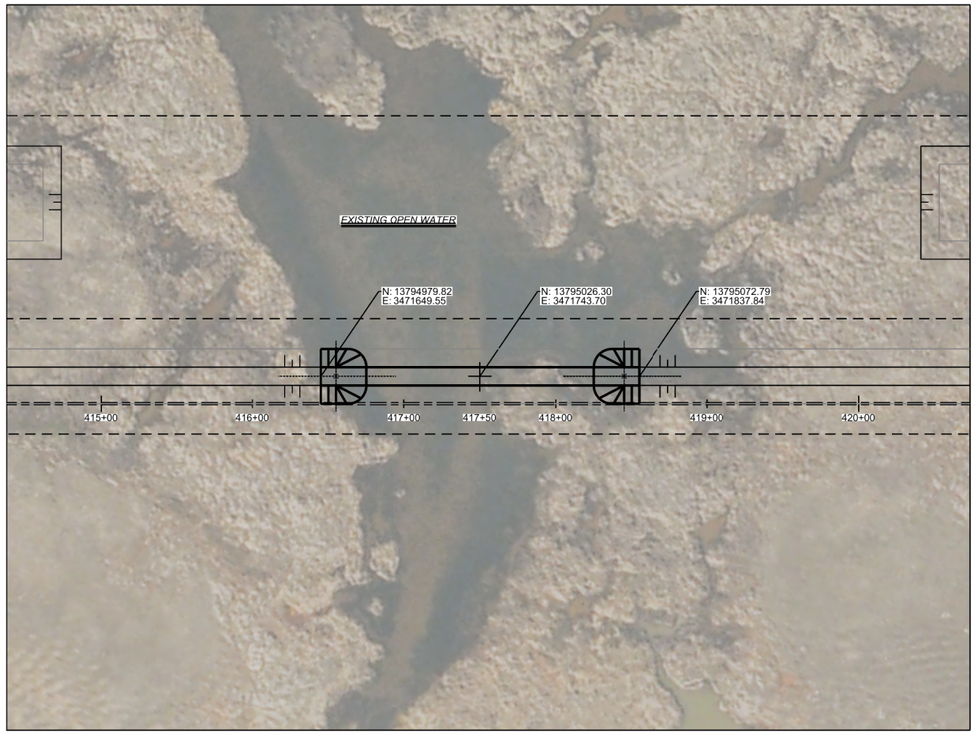
SCALE: 1"=100'



3 PROJECT DETAIL STA 417+50
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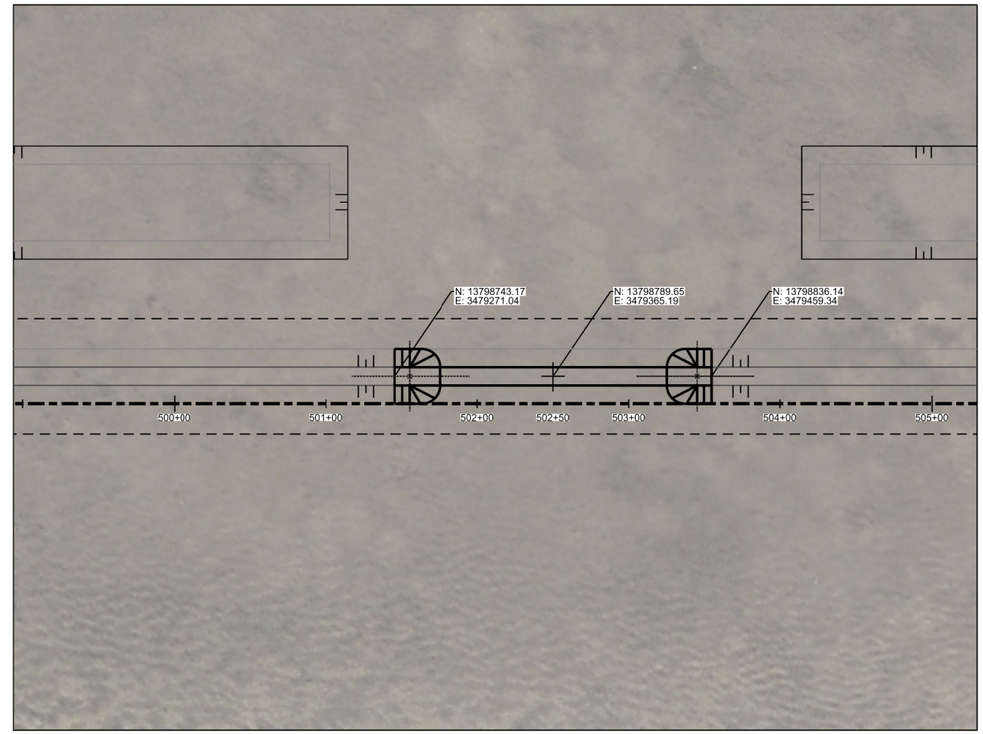

4 PROJECT DETAIL STA 502+50
SCALE: 1"=100'

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NOTES

1. HORIZONTAL DATUM IS NAD83 - STATE PLANE TEXAS SOUTH CENTRAL FIPS 4202 (FEET)
VERTICAL DATUM IS NAVD88 (FEET)

2. CONTOURS FROM 02/2009 LIDAR COLLECTED BY JALBTCX. CONTRACTOR TO VERIFY EXISTING FIELD CONDITIONS.

KEY

- CONTROL POINT
- BORING LOCATION
- EXISTING BORROW PIT OR OPEN WATER
- MAJOR CONTOUR (1')
- MINOR CONTOUR (0.5')
- EDGE OF PROJECT AREA

0' 100'

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STATE OF TEXAS
WILLIAM L. WORSHAM
83153
LICENSED
PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

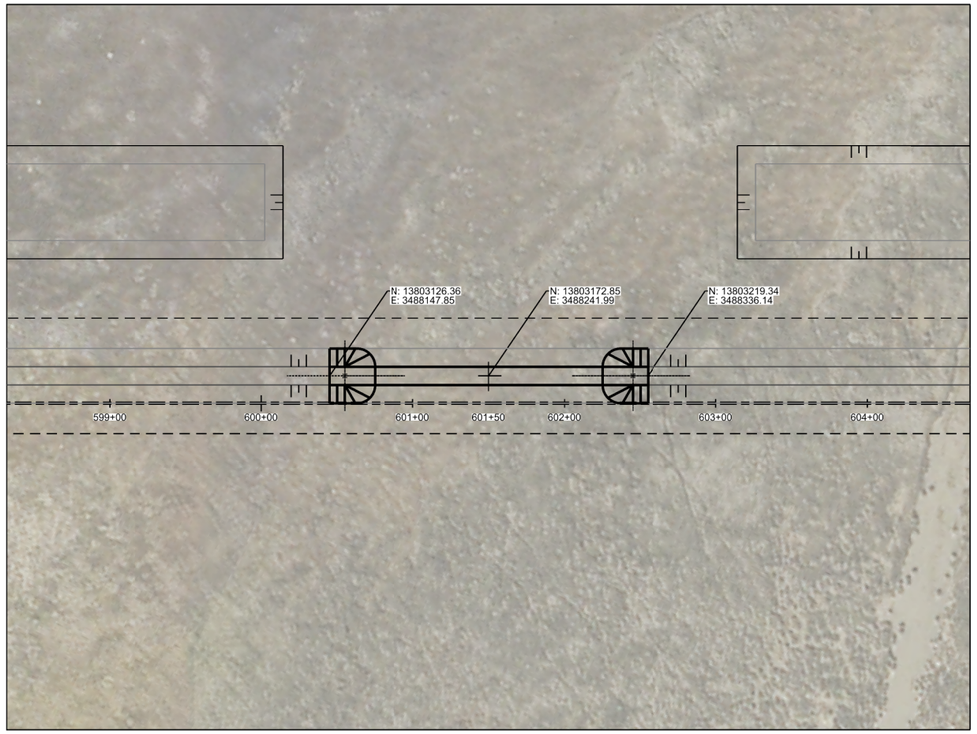
ISSUE	DATE	BY	DESCRIPTION	CHK'D	APP'D
1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
0	12/6/13	JWB	ISSUED FOR CONSTRUCTION	JWB	WLW

TEXAS GENERAL LAND OFFICE

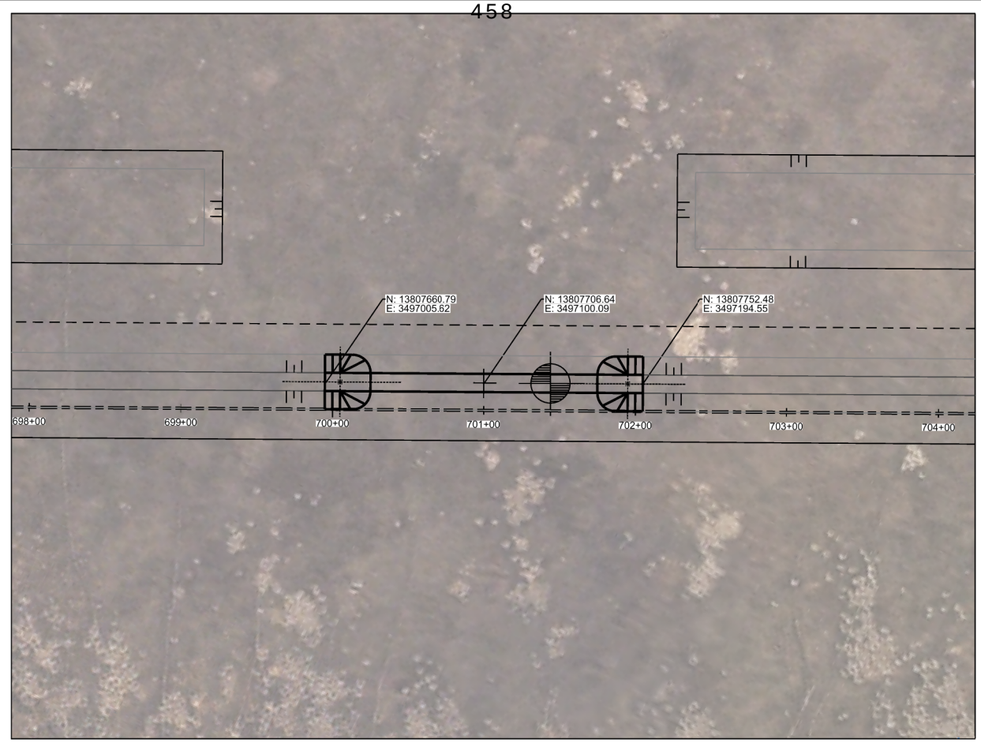
TEXAS GENERAL LAND OFFICE
US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
IMPOUNDMENT RELIEF LOCTION PLAN

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=100'	JWB / WLW

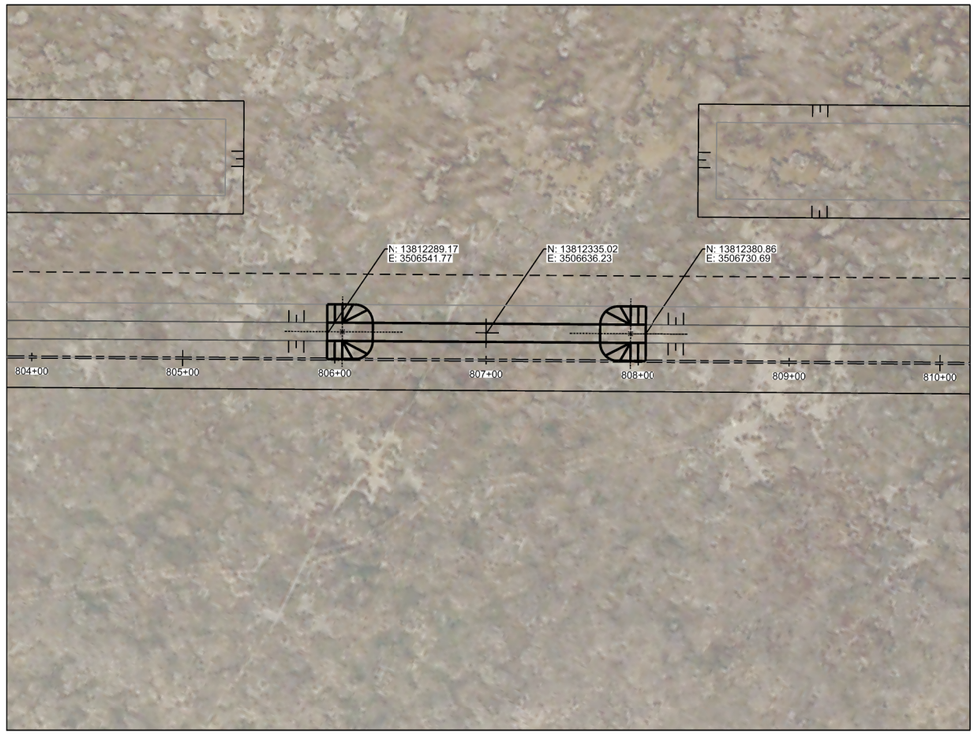
DRAWING NO. 395-1003-CST-1021
ISSUE NO. 1



1 PROJECT DETAIL STA 601+50
SCALE: 1"=100'



2 PROJECT DETAIL STA 701+00
SCALE: H:1"=100'



3 PROJECT DETAIL STA 807+00
SCALE: 1"=100'

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- EDGE OF PROJECT AREA

0' 100'

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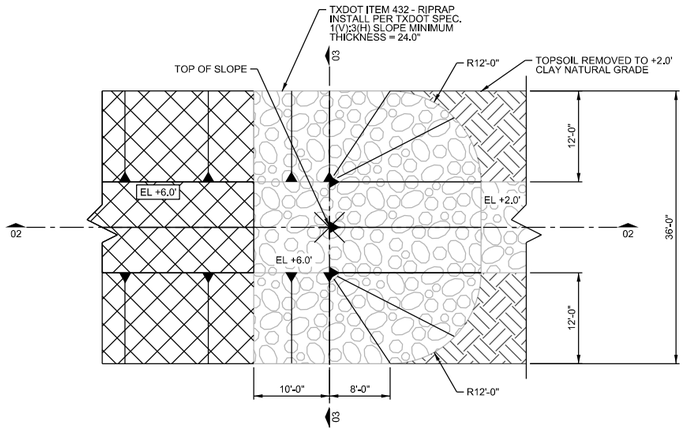
MCFADDIN NWR DUNE RESTORATION
IMPOUNDMENT RELIEF LOCATION PLAN

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=100'	JWB / WLW

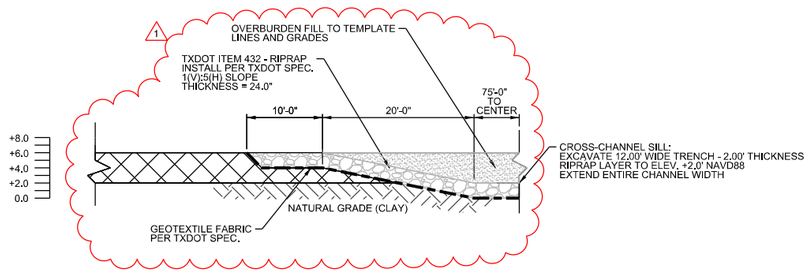
DRAWING NO. 395-1003-CST-1022

ISSUE NO. 1



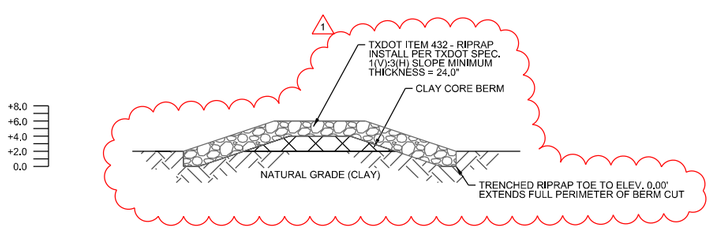
01 BERM TO IMPOUNDMENT RELIEF CHANNEL TIE-IN (PLAN VIEW)

SCALE: 1"= 20'



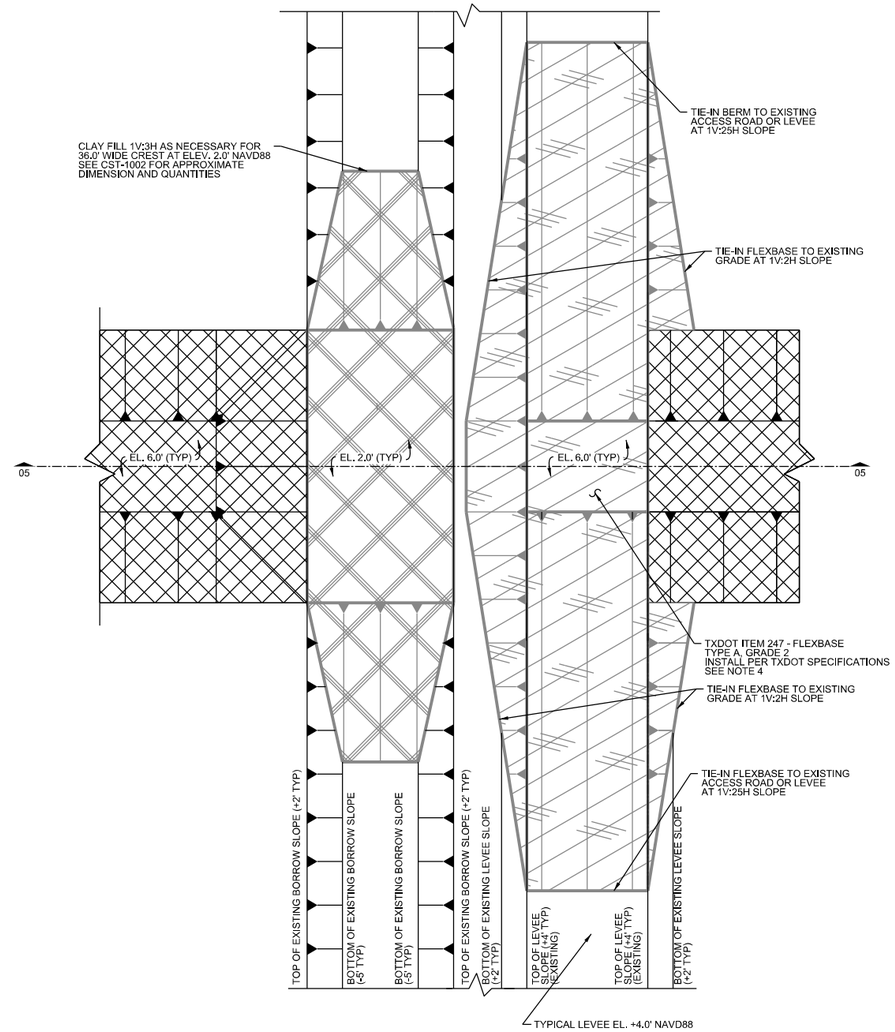
02 IMPOUNDMENT RELIEF CROSS-SECTION (SYMMETRIC ABOUT CENTER OF CHANNEL)

SCALE: 1"= 20'



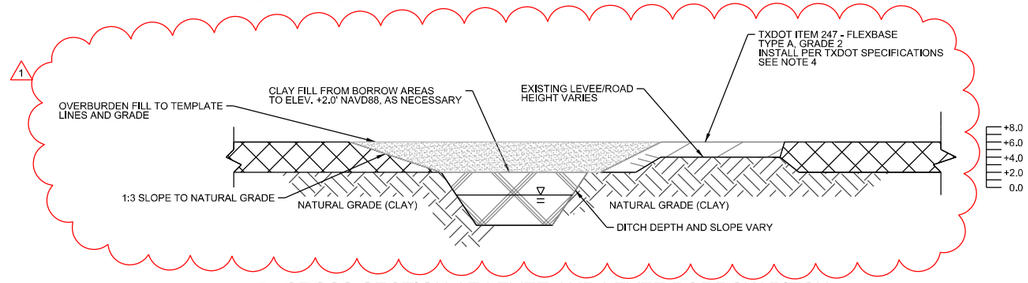
03 BERM TO DRAINAGE CHANNEL CROSS-SECTION

SCALE: 1"= 20'



04 LEVEE AND LEVEE BORROW DITCH CROSSING PLAN

SCALE: 1"= 20'



05 CROSS-SECTION AT LEVEE AND LEVEE BORROW DITCH

SCALE: 1"= 20'

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NOTES:

1. TYPICAL CHANNEL SILL WIDTH = 150.0' AT ELEVATION 2.0' NAVD88
2. ALL RIPRAP LAYERS TO MAINTAIN A THICKNESS OF 2.0'
3. BERM SHOULD TIE-IN TO ROADS, LEVEES, DITCHES, AND OTHER EXISTING FEATURES. DO NOT EXCAVATE EXISTING FEATURES.
4. PROVIDE AND INSTALL ROAD BASE AT MAXIMUM SLOPE CHANGE OF 1V:25H OR AS REQUIRED TO MAINTAIN LOW-CLEARANCE VEHICLE ACCESS ALONG EXISTING LEVEE ACROSS INTERSECTION WITH PROPOSED BERM. MINIMUM THICKNESS OF ROAD BASE BENEATH DRIVING SURFACE SHALL BE 12" AND FINISHED ROAD BASE GRADE ELEVATION ADJACENT TO PROPSED BERM CREST SHALL BE NO LOWER THAN PROPOSED CLAY BERM CREST ELEVATION.

KEY

- CLAY CORE BERM TYPICAL SECTION EXCEPT WHERE NOTED
- TXDOT ITEM 432 - RIPRAP PROTECTION STONE RIPRAP
- CLAY FILL (SELECT FILL FOR NATURAL GRADE BELOW +2.0' NAVD88)
- OVERBURDEN FILL
- TXDOT ITEM 247 - FLEXBASE TYPE A, GRADE 2

IMPOUNDMENT RELIEF - LOCATION CENTER OF CHANNEL

CH. #	STATION #	NORTHING	EASTING
1	STA 235+00	13786945.93	3455380.01
2	STA 305+00	13790045.40	3461656.42
3	STA 417+50	13795026.30	3471743.70
4	STA 502+50	13796116.44	3477339.37
5	STA 601+50	13803172.85	3488241.99
6	STA 701+00	13807706.66	3497100.12
7	STA 807+00	13812378.74	3506726.31

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STATE OF TEXAS — WILLIAM L. WORSHAM — 83153 — LICENSED — PROFESSIONAL ENGINEER

WILLIAM L. WORSHAM, P.E. #83153

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1	05/19/15	JRM	REVISED - ISSUED FOR CONSTRUCTION	SLG	WLW
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MCFADDIN NWR DUNE RESTORATION
IMPOUNDMENT RELIEF AND LEVEE TIE-IN

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1" = 20'	JWB / WLW

DRAWING NO. 395-1003-CST-1023

ISSUE NO. 1

SITE DESCRIPTION

Notes:

(1) The Site Description is accomplished using various sheets, each revealing separate details. This Index Sheet's purpose is to point the user to the appropriate location where the information required by the TPDES CGP can be found.

(2) The project limits shown on the Title Sheet shall also be the limits of coverage of the SW3P.

NATURE OF ACTIVITY: CONSTRUCTION OF BERM, EXCAVATION OF BORROW MATERIAL

INTENDED SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:
CLEARING OF SURFACE SOILS AND ORGANICS, EXCAVATION OF MATERIAL FOR BERM CONSTRUCTION, CONSTRUCTION OF BERM, PLACEMENT OF ORGANICS

TOTAL AREA OF SITE: 230.3 AREA TO BE DISTURBED: 104.1

PRE-CONSTRUCTION RUNOFF CO-EFFICIENT: 0.35

POST-CONSTRUCTION RUNOFF CO-EFFICIENT: 0.35

EXISTING SOIL DESCRIPTION: THE SOIL TYPES (15 IN THE PROJECT AREA), BOTH ACIDIC AND ALKALINE, ARE POORLY DRAINED WITH SLOW PERMEABILITY, MODERATE TO HIGH SALINITY, AND A HIGH SHRINK-SWELL POTENTIAL

GENERAL LOCATION MAP: SEE TITLE SHEET

RECEIVING WATERS: SEGMENT NUMBER 2411
SEGMENT NAME SABINE PASS

LOCATION OF WETLAND OR SPECIAL AQUATIC SITES: ENTIRE PROJECT SITE AND SURROUNDING AREAS

DRAINAGE PATTERNS: DRAINS OVERLAND TO THE LANDWARD BAYOUS, LAKES AND EVENTUALLY GIWW AND SABINE LAKE

TYPICAL AREAS OF SOIL DISTURBANCE: 20' FROM LANDWARD EDGE OF BORROW AREA AND BERM 20' SEAWARD OF SEAWARD TOE OF BERM

TYPICAL AREAS WHICH WILL NOT BE DISTURBED: OUTSIDE PROJECT BOUNDS, BETWEEN BORROW AREAS

LOCATION OF OFF-SITE SURFACE RECEIVING WATERS: NONE

LOCATIONS WHERE STABILIZATION PRACTICES WILL OCCUR:
LANDWARD EDGE OF PROJECT AREA

LOCATIONS OF OFF-SITE STORAGE OF MATERIALS AND EQUIPMENT, WASTE, BORROW: OR DEDICATED MATERIAL PROCESSING PLANTS: NONE

LOCATIONS WHERE STORM WATER DISCHARGES TO SURFACE WATERS: KIETH LAKE FISH PASS

LOCATION OF POLLUTION CONTROL MEASURES: SEE SW3P LAYOUT 395-1003-CST-1025

CONTROLS

SOIL STABILIZATION PRACTICES

INTERIM:

- ____ TEMPORARY SEEDING
- ____ MULCHING (Hay or Straw)
- ____ BUFFER ZONES
- ____ PRESERVATION OF NATURAL RESOURCES
- X FLEXIBLE CHANNEL LINER
- ____ OTHER

PERMANENT:

- ____ SEEDING/SPRIGGING
- ____ BLOCK SOD
- ____ OTHER
- ____ RETENTION BLANKET
- ____ CHANNEL LINER

STRUCTURAL PRACTICES (T/P)*

- T SILT FENCE
- ____ HAY BALES
- ____ ROCK BERMS
- ____ PIPE SLOPE DRAINS
- ____ CHANNEL LINERS
- ____ STORM SEWERS
- ____ STORM INLET SEDIMENT TRAP
- ____ STONE OUTLET STRUCTURES
- ____ DIVERSION, INTERCEPTOR, or PERIMETER SWALES
- ____ DIVERSION, INTERCEPTOR, or PERIMETER DIKES
- ____ PAVED FLUMES
- ____ ROCK BEDDING AT CONSTRUCTION EXIT
- ____ TIMBER MATTING AT CONSTRUCTION EXIT
- ____ SEDIMENT TRAPS
- ____ SEDIMENT BASINS
- ____ CURB and GUTTER
- ____ VELOCITY CONTROL DEVICES

* T means Temporary - P means Permanent

PERMANENT POST CONSTRUCTION TSS CONTROLS

- ____ RETENTION / IRRIGATION
- ____ EXTENDED DETENTION BASINS
- ____ VEGETATIVE FILTER STRIPS / VEGETATIVE SWALES
- X CONSTRUCTED WETLANDS
- ____ WET BASINS

OTHER CONTROLS

- ____ WATERING FOR DUST CONTROLS
- ____ SEDIMENT REMOVAL FROM ROADWAY (SWEEPING)
- ____ LOADED TRUCKS WILL BE COVERED WITH TARP

The above indicated practices are proposed to control pollutants in storm water discharges. These practices are based on information contained in TxDOT Storm Water Management Guidelines. The Schedule of implementation of these practices will be based on the intended Sequence of Major Soil Disturbing Activities. Stabilization measures shall be initiated no later than 14 days after construction activity of that portion of the site has temporarily or permanently ceased.

Describe construction and waste materials expected to be stored on site and proposed controls to reduce pollutants from these materials (include storage practices spill prevention and response. ALL WASTE MATERIALS WILL BE DISPOSED OF IN ACCORDANCE WITH ALL STATE LAWS AND REGULATIONS. NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON SITE.

Describe pollutant sources from areas other than construction and measures implemented at those sites to minimize pollutant discharges. N/A

Describe measures necessary to protect listed endangered or threatened species, or critical habitat. CONSTRUCTION ACTIVITIES WILL NOT IMPACT ENDANGERED OR CRITICAL HABITAT

INFORMATION

460

MAINTENANCE:

All erosion and sediment control and other protective measures identified in the SW3P must be maintained in effective operating conditions. If site inspections required by this permit identify BMP's that are not operating effectively, maintenance shall be performed before the next anticipated storm event, or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is unpracticable, maintenance must be scheduled and accomplished as soon as practical.

INSPECTION:

Qualified personnel shall inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site.

Inspection Cycle Option:

- ☐ 1. At least every 14 calendar days or within 24 hrs after 0.5 inches or more of rainfall.
- ☒ 2. At least every 7 calendar days.
- ☐ 3. At least monthly(Engineer & DEQC approved revision to SW3P required).

a). Disturbed areas that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Sediment and erosion control measures identified on the SW3P shall be observed to ensure that they are operating correctly. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking. Sediments must be removed from sediment control structures no later than the time that the design capacity has been reduced by 50%.

b). Based on the result of the inspection, the SW3P shall be revised to include (show on Site Map) additional or modified BMP's designed to correct the observed deficiency. Revisions to the SW3P must be completed within seven (7) calendar days following the inspection.

c). A report summarizing the scope, date, name and qualifications of inspector, and major observations relating to the implementation of the SW3P shall be produced and retained as part of the SW3P for 3 years from date of final stabilization.

d). The following records must be maintained and either attached to or referenced in the SW3P, and made readily available upon request to the parties in Part III.D.1 of the CGP: 1). The dates when major grading activities occur; 2). The dates when construction activities temporarily or permanently cease on a portion of the site and;3). The dates when stabilization measures are initiated.

INSPECTOR PAPERWORK CHECKLIST:

- ☐ Contact Form (1)
- ☐ Notice of Intent (1)(2)
- ☐ SW3P Certification Statement (signed by AE) (2)
- ☐ Delegation of Signature Authority (all Inspectors signing reports) (2)(3)
- ☐ TPDES General Permit (2)(3)
- ☐ Environmental Document (2)
- ☐ Inspection and Maintenance Report (2)(3)
- ☐ Notice of Termination (2)
- ☐ SW3P Plan (2)(3)
- ☐ Inspector Qualification Form (2)(3)
- ☐ Project Diary(2)(3)

(1) The information should be displayed on the Project Bulletin Board.
(2) The information should be a part of the permanent SW3P file maintained at the Area Office.
(3) The information should be maintained at the Field Office.

STORM WATER POLLUTION PREVENTION PLAN is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by State, Tribal or local officials (i.e. MS4 Permits).

Any reportable quantity of Hazardous Material release must be reported to the National Response Center at 1-800-424-8802. In addition the Beaumont District "Hazardous Material Spill Information Form" must be completed and mailed to the EPA Regional Office in Dallas, Tx.

A copy of the Construction General Permit is part of the SW3P.

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US FISH AND WILDLIFE SERVICE
MCFADDIN NWR DUNE RESTORATION
SW3P INDEX

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	NTS	JWB / WLW

DRAWING NO. 395-1003-CST-1024
ISSUE NO. 1

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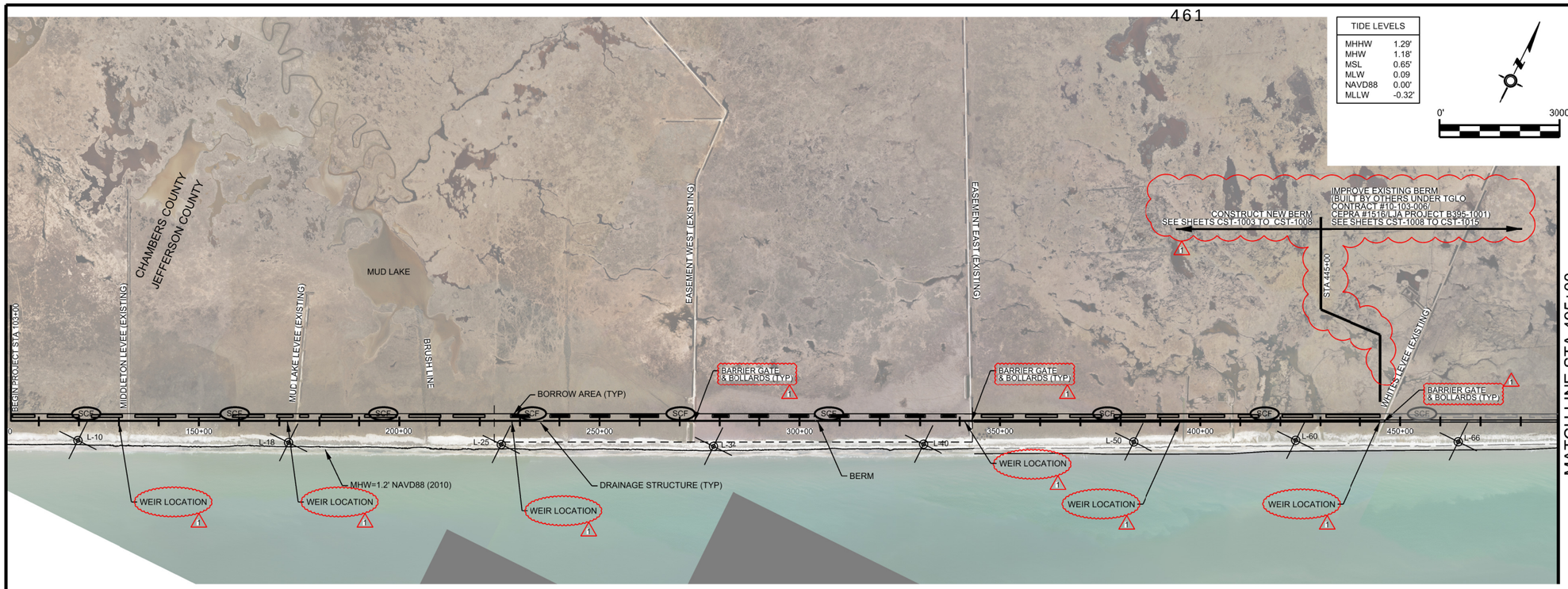
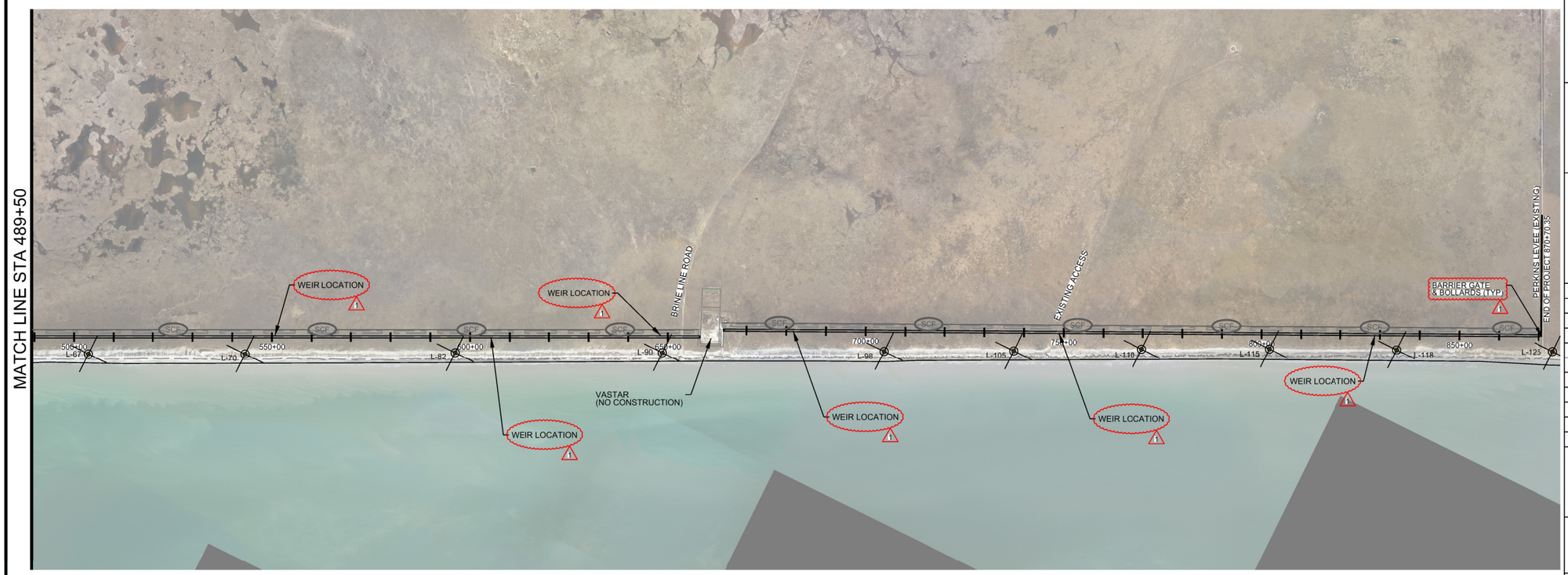


01 PLAN VIEW WEST
SCALE: 1"=3000'

TIDE LEVELS	
MHHW	1.29'
MHW	1.18'
MSL	0.65'
MLW	0.09
NAVD88	0.00'
MLLW	-0.32'

0' 3000'



01 PLAN VIEW EAST
SCALE: 1"=3000'

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VERTICAL DATUM IS NAVD88 (FEET)

2. THE SITE FALLS ENTIRELY WITHIN ZONE V19 (EL. 19 & EL. 18) PER FIRM ISSUED FLOOD MAPS 480385 0500D, 480385 0500C AND 480385 0525D

3.TIDAL LEVEL ELEVATIONS FROM NOAA SABINE PASS TIDE STATION (NOAA ID 87705701)

KEY

CONTROL POINT

SCF — TEMPORARY SEDIMENT CONTROL FENCE (NEW) INSTALL 20' LANDWARD OF BORROW PIT EXCAVATIONS TO BE REMOVED AFTER FINAL GRADING IS COMPLETE. (SEE TXDOT DETAIL EC(1)-93)

SCF — EXISTING TEMPORARY SEDIMENT CONTROL FENCE (NEW) 20' LANDWARD OF PRIOR BORROW PIT EXCAVATIONS TO BE REMOVED AFTER FINAL GRADING IS COMPLETE. (SEE TXDOT DETAIL EC(1)-93)

CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION
L-10	13781401.21	3445263.70	4.86
L-18	13783682.22	3449999.81	5.74
L-25	13785987.80	3454777.35	5.80
L-34	13788294.69	3459557.87	6.24
L-40	13790665.12	3464234.44	5.61
L-50	13793036.83	3468910.86	4.88
L-60	13794868.44	3472526.81	5.17
L-66	13796633.91	3476185.59	4.81
L-67	13798450.33	3479687.68	5.06
L-70	13800202.28	3483238.04	4.24
L-82	13802579.19	3487977.79	5.25
L-90	13804897.90	3492674.05	4.62
L-98	13807407.23	3497682.63	5.00
L-105	13808869.50	3500615.23	5.06
L-110	13810337.86	3503490.80	4.66
L-115	13811772.60	3506384.04	4.85
L-118	13813177.98	3509281.86	4.00
L-125	13814882.18	3512829.40	3.96

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TEXAS GENERAL LAND OFFICE

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MCFADDIN NWR DUNE RESTORATION
SW3P LAYOUT

DRAWN BY	DATE	SCALE	CHK'D / APP'D
JWB	19MAY15	1"=3000'	JWB / WLW

DRAWING NO. 395-1003-CST-1025
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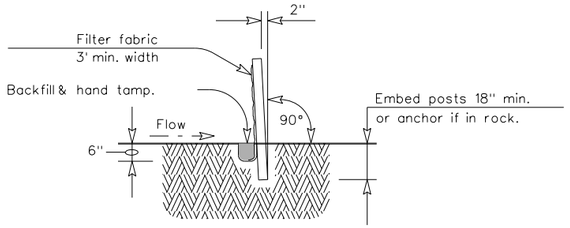


SECTION A-A

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

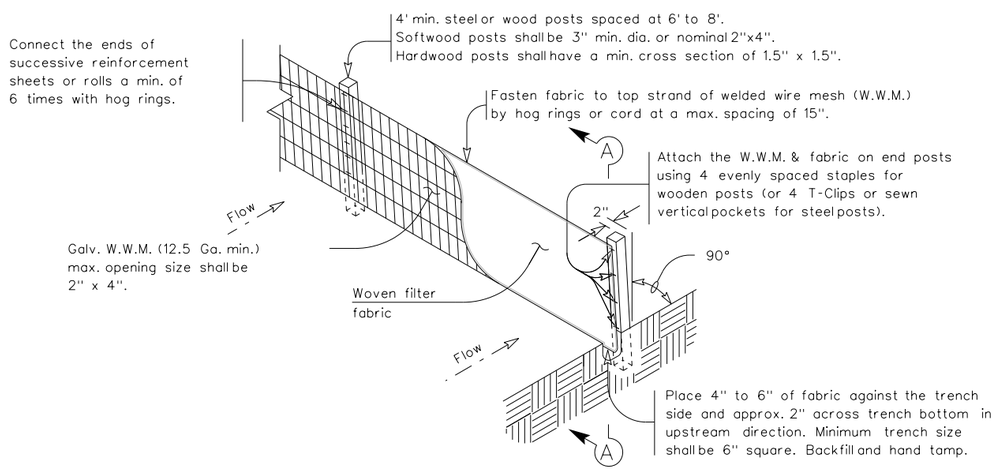
Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

PLAN SHEET LEGEND

Sediment Control Fence —— SCF ——

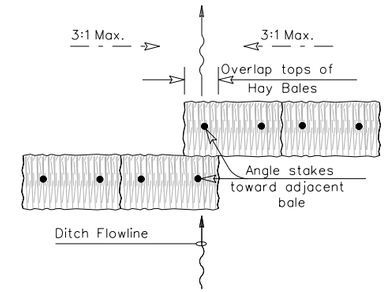
GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

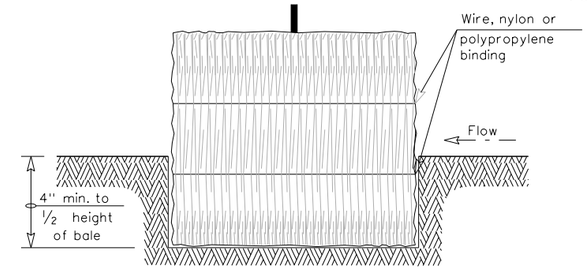


TEMPORARY SEDIMENT CONTROL FENCE

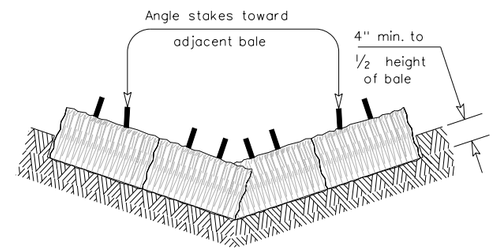
—— SCF ——



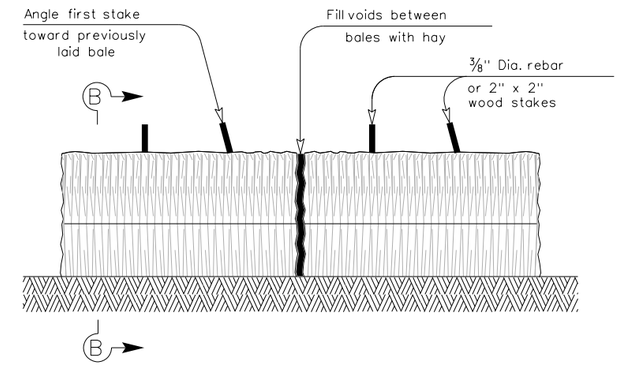
PLAN VIEW



SECTION B-B



PROFILE VIEW



BALED HAY FOR EROSION CONTROL

PLANS SHEET LEGEND

Baled Hay —— BH ——

BALED HAY USAGE GUIDELINES

A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT^2 of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than ½ acre.

For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.

—— BH ——

GENERAL NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible ½ the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with ⅜" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

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

LEVELS DISPLAYED

1		3	4	5	6	7	8	9	10	11	12	13	14	15	16	
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63		

Texas Department of Transportation
Design Division (Roadway)

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCED & BALED HAY

EC(1)-93

FILE: EC193.DGN	DN: HEJ	CK: HEJ	DW: BGD		CK:
©TxDOT JUNE 1993	DISTRICT	FEDERAL AID PROJECT			SHEET
REVISIONS		LJA JOB NO. B395-1003			1026
	COUNTY		CONTROL	SECT	JOB	HIGHWAY

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

July 20, 2015

Alliance Mechanical Services
PO Box 490
Orangefield TX 77639
Attn: Mr. Ed Granger

Dear Mr. Granger:

Please be advised the annual contract for HVAC Capital Equipment, Services, and Supplies for Jefferson County Disaster Relief (IFB 10-044/KJS) for Jefferson County will expire on July 29, 2015. It is requested that your company extend your current contract prices for an additional ninety (90) days, with the expiration date being Monday, October 26, 2015.

Please sign the acknowledgment below to indicate your agreement and return. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
Purchasing Agent

DC: ys

Price Extension Received and Accepted: 7.21.2015
Date

Project Number: IFB 10-044/KJS

Contractor: ALLIANCE MECHANICAL SERVICES

Signature:

Print Name and Title: Ed W Granger President

ATTEST: **JEFFERSON COUNTY, TEXAS**

Carolyn L. Guidry, County Clerk **Jeff R. Branick, County Judge**

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

AMENDMENT II TO CONTRACT

July 22, 2015

Excel Medical Waste Disposal
6410 Long Drive
Houston TX 77087
Attention: Mr. Lee McMorries

Dear Mr. McMorries:

This letter will serve as Amendment II (two) to contract IFB 15-011/JW, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

Amendment II (two) will add Pharmaceutical Disposal service for Jefferson County Juvenile Justice – Port Arthur Office, located at 900 Fourth Street, Port Arthur, TX, 77640, Jefferson County Employee Health, located at 1225 Pearl Street, Suite 146-A, Beaumont, TX, 77701, Public Health Department Unit I, 1295 Pearl Street, Beaumont, TX, 77701, Public Health Department Unit II, 246 Dallas Avenue, Port Arthur, TX, 77640, and Minnie Rogers Juvenile Justice Center, 5326 Highway 69 South, Beaumont, TX, 77705 at a rate of $58.00 per container per haul.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (ysauer@co.jefferson.tx.us).

Excel Medical Waste Disposal — Date: 07.22.15

Jeff R. Branick
Jefferson County Judge — Date

ATTEST_____
DATE_____

6410 Long Drive

Houston, TX 77087

Deborah,

I am writing this letter for consideration before the Jefferson County Commissioner's Court to amend (IFB 15-011/JW) Term Contract for Item V., Trash and Biomedical Waste Container Service for Jefferson County.

Pharmaceutical Disposal is regulated by the Texas Commission on Environmental Quality and the Department of Transportation for haulers providing disposal to generators. The Regulated Medical Waste and Pharmaceutical Waste streams must be segregated and proper labeled and packaged for transport throughout the disposal process. Non-hazardous and Hazardous Pharmaceuticals pose threats to the environment in the event of spills and improper destruction, making the segregation, labeling, and separate packaging necessary to maintain compliance within State and Federal Regulations concerning Pharmaceutical Waste.

Please address the Commissioner's Court for the following locations to add Excel Pharmaceutical Container Disposal via amendment to (IFB 15-001/JW):

Juvenile Justice – Port Arthur Office

900 4th Street

Port Arthur, Texas 77640

Contact Person: Ed Cockrell, Chief Juvenile Probation Officer

ecockrell@co.jefferson.tx.us

409.983.8370

(Continued on Second Page)

Jefferson County Employee Health

1225 Pearl Street, Suite 146 – A

Beaumont, TX 77701

Contact Person: Leslie Little

409.784.5881

Public Health Department Unit I (Beaumont)

1295 Pearl Street

Beaumont, TX 77701

Contact Person: Rachel Draguelski

409.835.8530

Public Health Department Unit II (Port Arthur)

246 Dallas Avenue

Port Arthur, TX 77640

Contact Person: Vickie McIntyre

409.983.8380

Minnie Rogers Juvenile Justice Center

5326 Highway 69 South

Beaumont, TX 77705

Contact Person: Chief Cockrell

409.722.7474

(Continued on Third Page)

Under the terms of (IFB 15-011/JW), these locations Biomedical Waste Container Service will include Excel Pharmaceutical Container Disposal, priced at $58.00 per container per haul.

Respectfully,

Lee McMorries

Regional Account Executive

CONTRACT RENEWAL FOR IFB 14-035/JW
TERM CONTRACT FOR HYDRATED LIME

The County entered into a contract with Lhoist North America for one (1) year, from September 15, 2014 to September 14, 2015 with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for one (1) additional year from September 14, 2015 to September 13, 2016.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Lhoist North America

(Name)

JEFFERSON COUNTY CONSTABLE

PRECINCT-1

COLEY "NICK" SALEME
1085 Pearl Street, Suite 103
Beaumont, TX 77701-3544
Phone: (409) 835-8450
Fax: (409) 839-2350
nsaleme@co.jefferson.tx.us

July 21, 2015

RECEIVED JUL 22 2015

Honorable Commissioner's Court

Dear Commissioners and County Judge:

Please consider and possibly approve the hiring of Deputy Anthony Dean as Part Time Deputy Constable with Precinct 1 Constable's Office in accordance with Local Government Code (LGC) 86.011. Bring him in at Level One $23.6853 an hour.

LOCAL GOVERNMENT CODE CHAPTER 86. CONSTABLE
www.statutes.legis.state.tx.us/Docs/LG/htm/LG.86.htm
- Cached
- Similar

LOCAL GOVERNMENT CODE ... ORGANIZATION OF COUNTY GOVERNMENT ... be licensed under Sections 1701.309 and 1701.312, Occupations Code, and: ... **86.011**. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable ...

Coley "Nick" Saleme
Constable Precinct 1

ENCLOSURE

★★★★★★★★

Monthly Ranges	October 1, 2015
Deputy Constable – 1 (0 – 12)	$4,187.57
Deputy Constable – 2 (12-24)	$4,426.68
Deputy Constable – 3 (24-48)	$4,616.69
Deputy Constable – 4 (48-72)	$4,806.68
Deputy Constable - 5 (72-96)	$4,976.76
Deputy Constable – 6 (96-120)	$5,148.36
Deputy Constable – 7 (120 – 180)	$5,301.54
Deputy Constable – 8 (180+)	$5,457.89
Chief Deputy Constable	$6,455.38

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: July 21, 2015

Fran,

I would like to request a transfer of $4200.00 from account 112-0202-431-1005, Extra Help, to account 112-0205-431-4009, buildings and grounds.

This money will be used for a new slide gate at the Precinct 2 Service Center. It will be replacing an old gate.

I do understand that this transfer have to be approved by Commissioner's Court. Please have this item put on the next Commissioner's agenda.

Thanks,
Mike Trahan
Superintendent, Road and Bridge Precinct 2

Joleen E. Fregia
Chief Deputy
e-mail
joleen@co.jefferson.tx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
e-mail
tfunchess@co.jefferson.tx.us

July 21, 2015

To: Fran Lee
From: Tim Funchess
RE: Budget Transfer Request

I would like to request a budget transfer in order to register Joleen and Lisa in an excel workshop. I would like to transfer the budgeted funds from our materials and supplies to our travel. We have a balance in our travel account, but we anticipate using most of it in September, as I attend our annual conference.

Please transfer $256

From:120-1017-415.30-78 (materials and supplies) to 120-1017-415.50-62 (travel).

I appreciate your assistance in this matter.

Fran Lee

From: LaRue Rougeau <lrougeau@co.jefferson.tx.us>
Sent: Wednesday, July 29, 2015 12:43 PM
To: 'Fran Lee'
Subject: Budget Transfer Request from Visitors Center

Per Kathi Hughes, please make the following funds transfer.

$230 from Dues (286-8040-465-5021)

$1000 from Electricity (286-8040-465-4056)

$500 from Water (286-8040-465-4057)

$5000 from Extra Help (286-8040-465-1005)

$130 from Building & Grounds (286-8040-465-4009)

$6860 into Capital- Building and Grounds (286-8040-465-6014)

This transfer of funds will allow the purchase of the new fire alarm panel from Guardian Force.

La Rue Rougeau
Operations Manager
Ben J. Rogers Regional Visitors Center
5055 IH-10 South
Beaumont, Texas 77705
409-842-0500
Fax 409-842-0501
lrougeau@co.jefferson.tx.us

May 6, 2015

Ben J Rogers Regional Visitors Center
5055 I-10 South
Beaumont, TX

Kathie & LaRue,

Guardian Force Security is pleased to present this proposal.

As you are aware the fire panel that is going bad is a proprietary system that we cannot get parts for. We can replace the fire panel, but we will also have to replace the heat detectors, smoke detectors, duct detectors and pull stations. We can use the existing strobes and horn/strobes. The cost for material and labor to do this is $6,860.00.

The new system will be a Fire-Lite panel that is NOT proprietary, so any one can work on it. All of the parts will also be under warranty for a year.

If you have any questions or concerns that I have not addressed, please feel free to contact me on my cell phone, 409-719-7214.

Sincerely,

Dee Lane
d.lane@guardianforcesecurity.com

1204 Hwy. 69, Nederland, TX 77627
Phone (409) 722-3700 Fax (409) 722-6555

Johnson Controls

Service

Proposal

JOHNSON CNTRL BEAUMONT LAKE
CHARLES CB - 0N82
4689 COLLEGE ST
BEAUMONT TX 777073809
PH: (866) 862 - 0455
FAX: (409) 840 - 5258

TO: JEFFERSON COUNTY
1149 PEARL ST 7TH FLOOR
BEAUMONT TX
USA 77701

Date: 05/18/2015
Quote Ref: 1-9N4V9XD
Project Name: IFC640 CPU Replacement
Site: BEN ROGERS VISITORS CENTER
5055 IH 10 S
BEAUMONT TX 77705-4215

ATTN: LaRue Rougeau

We propose to furnish the materials and/or perform the work below for the net price of: $3,815.97

For the above price this proposal includes:

Replace existing IFC 640 CPU with new IFC 640-2 CPU with required hardware, convert existing database to new database. Test and recertify fire system.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 06/12/2015

JEFFERSON COUNTY

Signature: _____

Name: _____

Title: _____

Date: _____

PO: _____

Johnson Controls Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. , if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICE AND PAYMENTS. Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agrees to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. Johnson Controls, Inc. (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LABOR WARRANTY. Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

6. LIABILITY. Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.

9. COMPLIANCE WITH LAWS. Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.

10. PAYMENT. Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement, and such payment is a condition precedent to Johnson Controls' obligation to provide products or perform services under the Agreement. In issuing any purchase order related to or arising out of this proposal and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all Johnson Controls invoices for an amount greater than $25,000 shall be paid via wire transfer, check or money order, and that Customer shall not make, nor will Johnson Controls accept, payment in excess of $25,000 in the form of a credit card, debit card, or other similar payment device.

11. DISPUTES. All disputes involving more than $15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

15. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

16. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

SBS SOUTHWEST BUILDING SYSTEMS
INNOVATIVE ELECTRONIC SOLUTIONS

1530 Highway 327 West
Silsbee, Texas 77656
Phone: (409) 385-3971
Fax: (409) 385-5550
www.sbstx.net

June 10, 2015

Kathi Huges – Director
Ben J. Rogers Regional Visitor's Center

Cc: La Rue Rougeau

Re: Fire Alarm quote

Southwest Building Systems (SBS) is pleased to provide this quotation for the above referenced project. **Scope of Work** and specification section number if applicable:

Installation of a non-proprietary FireLite fire alarm system for this facility.

Price ____ $25,878.00

Note: **AC power and any needed sheetrock work and painting not included.**

Proposal accepted by: _____ Date: _____ P.O. #_____

Attached with quotation please review the SBS include/exclude form as an integral part of this bid.

Special Instructions: This quote is valid for **60 days** from the above date. After this date please contact our office for a revised quotation.
Terms: 1% net 10, standard is Net 20 date of invoice. Interest as allowed by law will be accessed for all late payments. Master Card and Visa accepted.
For more information please visit our web site at: **www.sbstx.net**

Sincerely,

Ed Murray

SOUTHWEST BUILDING SYSTEMS
INNOVATIVE ELECTRONIC SOLUTIONS

1530 Highway 327 West
Silsbee, Texas 77656
Phone: (409) 385-3971
Fax: (409) 385-5550
www.sbstx.net

JOB NAME: JEFFERSON COUNTY VISITOR'S CENTER 6/8/2015

INCLUDE, EXCLUDE DISCLAIMER

TAXES	☐ INCLUDED	☐ EXCLUDED	☑ N/A
INSURANCE	☑ INCLUDED	☐ EXCLUDED	☐ N/A
LABOR	☑ INCLUDED	☐ EXCLUDED	☐ N/A
TRANSPORTATION	☑ INCLUDED	☐ EXCLUDED	☐ N/A
FREIGHT	☑ INCLUDED	☐ EXCLUDED	☐ N/A
EQUIPMENT	☑ INCLUDED	☐ EXCLUDED	☐ N/A
DEMOLITION OF EQUIPMENT	☑ INCLUDED	☐ EXCLUDED	☐ N/A
WARRANTY	☑ INCLUDED	☐ EXCLUDED	☐ N/A

SBS labor warranty is standard at 1 year
☑ 1 year equipment

Comments or explanation_____

_____

LIGHTNING WARRANTY	☐ INCLUDED	☑ EXCLUDED	☐ N/A
ABUSE AND MISUSE OF EQUIPMENT	☐ INCLUDED	☑ EXCLUDED	☐ N/A
ACTS OF GOD	☐ INCLUDED	☑ EXCLUDED	☐ N/A
PER DIEM	☐ INCLUDED	☑ EXCLUDED	☐ N/A
NORMAL HOURS	☑ INCLUDED	☐ EXCLUDED	☐ N/A
OVERTIME	☐ INCLUDED	☑ EXCLUDED	☐ N/A

JOB NAME: JEFFERSON COUNTY VISITOR'S CENTER 6/8/2015

CONDUIT	☐ INCLUDED	☑ EXCLUDED	☐ N/A
COND. SLEEVES	☐ INCLUDED	☑ EXCLUDED	☐ N/A
CAULKING	☐ INCLUDED	☑ EXCLUDED	☐ N/A
BACKBOXES	☑ INCLUDED PANELS ONLY	☐ EXCLUDED	☐ N/A
STANDARD BACKBOXES	☑ INCLUDED CEILING TILE DEVICES ONLY	☐ EXCLUDED	☐ N/A
STUB UPS	☐ INCLUDED	☑ EXCLUDED	☐ N/A
WIRING	☑ INCLUDED	☐ EXCLUDED	☐ N/A
PLENUM CABLE	☑ INCLUDED	☐ EXCLUDED	☐ N/A
MISC. HARDWARE	☑ INCLUDED	☐ EXCLUDED	☐ N/A
120VAC	☐ INCLUDED	☑ EXCLUDED	☐ N/A
SCAFFOLDING	☐ INCLUDED	☑ EXCLUDED	☐ N/A
LIFT DEVICES	☐ INCLUDED	☑ EXCLUDED	☐ N/A
CADD DRAWINGS	☑ INCLUDED	☐ EXCLUDED	☐ N/A
SUBMITTALS	☑ INCLUDED	☐ EXCLUDED	☐ N/A
	QUANTITY INCLUDED: _____		
OWNER'S MANUAL	☑ INCLUDED	☐ EXCLUDED	☐ N/A
	QUANTITY INCLUDED: _____		
EXTRAS	☐ INCLUDED	☑ EXCLUDED	☐ N/A
PHONE LINES	☐ INCLUDED	☐ EXCLUDED	☑ N/A

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: **FRAN LEE**

SUBJECT: BUDGET AMENDMENT

DATE: JULY 30, 2015

The following budget amendment for the 252nd District Court is necessary for additional cost for indigent defense.

120-2037-412-5072	Pauper Attorney Fees	$200,000
110-2027-412-5055	Petit Jurors	$200,000

Consider and approve Maintenance Agreement for the Automated Victim Notification Services with Apriss the amount of $27,715.32 for the period September 1, 2015 through August 31, 2016. This contract allows for the Statewide Automated Victim Notification Service. Cost are reimbursed by the State of Texas

[illegible]
Louisville, KY [illegible]
[illegible]
www.appriss.com

Exhibit R-12 Maintenance Renewal
Automated Victim Notification Services
Jefferson County

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-12 Schedule of Payments shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.**

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2016.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (4 Quarters)	# of Months Through 8/31/16	Total Maintenance Amount Due
$ 23,765.16	$3,950.16	N/A	$27,715.32	$6,928.83	12 Months	$27,715.32

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" [1] include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

R-12 Service Agreement Renewal Notice

Appriss
[illegible]
Louisville, KY [illegible]
[illegible]
www.appriss.com

DATE:	July 24, 2015
CUSTOMER NAME:	Jefferson County
LOCATION:	1149 Pearl Street Beaumont TX 77701
PROJECT TYPE:	Jefferson County VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	December 23, 2003
SERVICE AGREEMENT RENEWAL DATE:	September 1, 2015
SERVICE AGREEMENT RENEWAL TERM:	12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE:	August 31, 2016
PROJECT PRICING:	$ 27,715.32 (Quarterly Amount $6,928.83)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

Contract Changes: None

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-12 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Thomas R Seigle

Signature — Date: 7/23/2015

Thomas R. Seigle
President

CUSTOMER BY:

Signature — Date

Title — Name

[illegible]
[illegible]
[illegible]
www.appriss.com

Exhibit R-12 Maintenance Renewal
Automated Victim Notification Services
Jefferson County

Category: Pilot - Large

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R-12 Service Agreement Renewal Notice

Appriss®
[illegible]
Louisville, KY 40[illegible]
[illegible]
www.appriss.com

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AUTHORIZATION:

APPRISS, INC., BY:

Thomas R Seigle

Signature — Date: 7/23/2015

Thomas R. Seigle
President

CUSTOMER BY:

Signature — Date

Title — Name

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2015

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

July 21, 2015

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of June 30, 2015 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the month ending June 30, 2015 is $111,419,530 Budgeted Revenues are $118,400,967 leaving $6,981,437 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $83,448,969 for the first nine months of the year. The amount budgeted is $82,877,967.

Sales Taxes:

Seventy-four percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $21,450,000.

Licenses & Permits:

Seventy-two percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $418,200 for the year.

Intergovernmental:

Seventy-five percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,574,315.

Fees:

Ninety percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $10,110,620 for the year.

Fines and Forfeitures:

Seventy-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,725,000.

Interest:

Interest collected for the year is $242,411. Revenues from Interest are budgeted to be $220,865.

Other Revenues:
Other revenue collected for the year is $26,567. Revenues from Other Revenues is budgeted to be $24,000.

Expenditures:

Overall for the County's budgeted funds, sixty-seven percent of the expenditures have been spent.

Expenditures are budgeted to be $123,714,056, which includes General Funds and debt service funds, excluding budgeted transfers of $4,891,206 for the fiscal year ending September 30, 2015.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JUNE 30, 2015
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending June 30, 2015

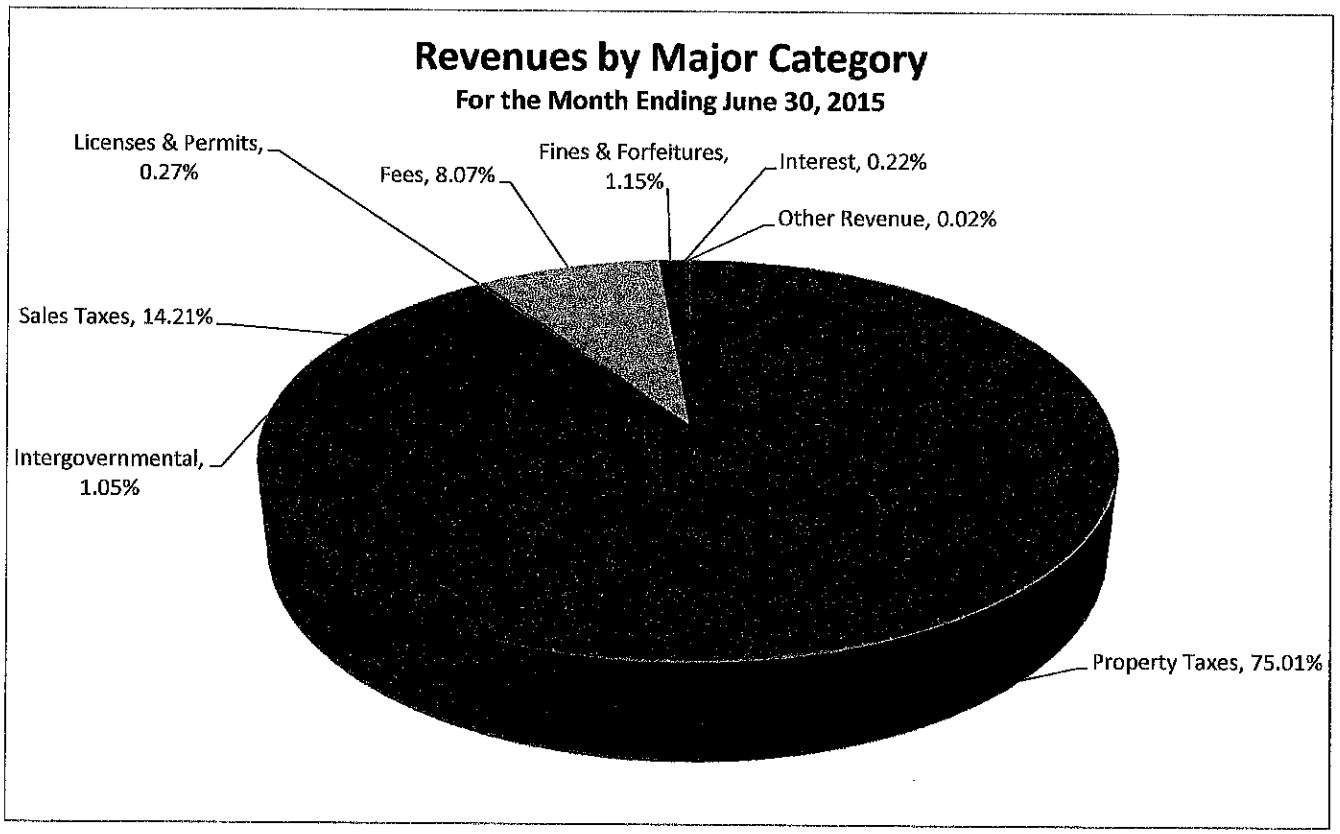
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 71,775,403	17,387,260	9,946,017	6,292,910	(950,372)	(959,572)	$ 103,491,646
Receivables & Prepaids	6,710,414	66,671	-	150,648	(98,194)	-	6,829,539
Intergovernmental Receivables	2,680,528	-	-	-	-	-	2,680,528
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	469,644	48,943	-	-	188,262	-	706,849
Other Assets	-	-	-	-	84,297,572	-	84,297,572
Total Assets	$ 81,785,989	$ 17,502,874	$ 9,946,017	$ 6,443,558	$ 83,437,268	$ (959,572)	$ 198,156,134
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 3,115,824	490,014	-	-	67,933	2,253,759	$ 5,927,530
Intergovernmental Payables	360	-	-	-	56	-	416
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	7,542,414	82,625	-	132,947	393,124	-	8,151,110
Fund Balance/Equity	71,127,391	16,930,235	9,946,017	6,310,611	82,976,155	(3,213,331)	184,077,078
Total Liabilities and Fund Balance/Equity	$ 81,785,989	$ 17,502,874	$ 9,946,017	$ 6,443,558	$ 83,437,268	$ (959,572)	$ 198,156,134

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2015

	5/31/2015	Month Ending June 30, 2015				6/30/2015
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 323,310	$ 3,629	$ 15,410	$ -	$ -	$ 311,529
Road & Bridge Pct. 1	2,166,962	81,583	106,990	-	-	2,141,555
Road & Bridge Pct. 2	977,659	68,634	191,777	-	-	854,516
Road & Bridge Pct. 3	1,020,673	62,569	201,469	-	-	881,773
Road & Bridge Pct. 4	1,365,613	81,569	148,055	-	-	1,299,127
Engineering Fund	376,548	4,453	72,888	-	-	308,113
Parks & Recreation	161,895	6,254	(5,488)	-	-	173,637
General Fund	66,305,186	3,290,219	9,368,104	-	-	60,227,301
Mosquito Control Fund	1,181,503	8,723	100,871	-	-	1,089,355
Tobacco Settlement Fund	3,837,222	3,263	-	-	-	3,840,485
Total General Funds	77,716,571	3,610,896	10,200,076	-	-	71,127,391
Total Special Revenue Funds	16,221,159	2,099,965	1,390,889	-	-	16,930,235
Total Capital Project Funds	10,951,109	60,656	1,065,748	-	-	9,946,017
Total Debt Service Funds	6,275,762	34,849	-	-	-	6,310,611
Total Enterprise Funds	83,204,920	804,112	1,032,877	-	-	82,976,155
Total Internal Service Funds	(3,017,868)	1,550,595	1,746,058	-	-	(3,213,331)
Total Balances	$ 191,351,653	$ 8,161,073	$ 15,435,648	$ -	$ -	$ 184,077,078

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2015

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 83,448,969	$ 82,877,967	$ (571,002)	-0.69%
Sales Taxes	15,830,245	21,450,000	5,619,755	26.20%
Licenses & Permits	301,773	418,200	116,427	27.84%
Intergovernmental	1,175,092	1,574,315	399,223	25.36%
Fees	9,111,755	10,110,620	998,865	9.88%
Fines & Forfeitures	1,282,718	1,725,000	442,282	25.64%
Interest	242,411	220,865	(21,546)	-9.76%
Other Revenue	26,567	24,000	(2,567)	-10.70%
	$ 111,419,530	$ 118,400,967	$ 6,981,437	5.90%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2015

	October 2014 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund										
Current Taxes	$ 38,847	$ 158,936	$ 67,713	$ 1,087	$ 3,048	$ 1,119	$ 1,069	$ 271,819	$ 272,893	$ 1,074
Delinquent Taxes	1,201	336	318	122	586	318	247	3,128	3,695	567
Jury Fees	5,742	2,545	1,959	2,953	2,932	3,234	2,313	21,678	40,000	18,322
Intergovernmental Revenue	95,812	23,562	33,490	43,792	-	74,664	-	271,320	550,000	278,680
Road & Bridge Pct. 1										
Current Taxes	84,548	345,916	147,375	2,367	6,633	2,436	2,325	591,600	593,939	2,339
Delinquent Taxes	2,357	659	624	240	1,149	623	486	6,138	7,251	1,113
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	81,060	-	-	-	502,827	-	583,887	522,000	(61,887)
Road & Bridge Fees	114,504	49,086	46,761	46,186	57,165	34,496	53,240	401,438	535,050	133,612
Sales, Rentals & Services	-	-	-	-	-	-	7,161	7,161	-	(7,161)
Fines and Forfeitures	41,893	20,767	20,421	36,898	24,810	20,168	18,371	183,328	287,100	103,772
Road & Bridge Pct. 2										
Current Taxes	77,972	319,012	135,913	2,182	6,118	2,247	2,144	545,588	547,744	2,156
Delinquent Taxes	2,175	608	576	221	1,060	575	448	5,663	6,689	1,026
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	74,755	-	-	-	463,717	-	538,472	481,400	(57,072)
Road & Bridge Fees	105,598	45,268	43,124	42,595	52,718	31,813	49,100	370,216	493,435	123,219
Sales, Rentals & Services	-	-	-	-	-	466	-	466	-	(466)
Fines and Forfeitures	38,634	19,152	18,832	34,028	22,880	18,599	16,942	169,067	264,770	95,703
Road & Bridge Pct. 3										
Current Taxes	70,457	288,263	122,814	1,972	5,528	2,030	1,937	493,001	494,949	1,948
Delinquent Taxes	1,963	549	520	200	957	519	404	5,112	6,038	926
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	67,550	-	-	-	419,022	-	486,572	435,000	(51,572)
Road & Bridge Fees	95,420	40,905	38,967	38,489	47,637	28,747	44,368	334,533	445,875	111,342
Sales, Rentals & Services	-	-	(36)	5,229	(2,258)	1,000	550	4,485	-	(4,485)
Fines and Forfeitures	34,913	17,307	17,018	30,749	20,676	16,807	15,310	152,780	239,250	86,470
Road & Bridge Pct. 4										
Current Taxes	90,962	372,159	158,556	2,546	7,137	2,621	2,501	636,482	638,997	2,515
Delinquent Taxes	2,551	713	675	260	1,244	675	525	6,643	7,847	1,204
Intergovernmental Revenue	-	-	-	-	-	-	-	-	2,000	2,000
Auto Registration Fees	-	87,209	-	-	-	540,971	-	628,180	561,600	(66,580)
Road & Bridge Fees	123,190	52,809	50,308	49,690	61,501	37,113	57,280	431,891	575,640	143,749
Sales, Rentals & Services	(520)	400	100	-	2,375	3,622	1,500	7,477	-	(7,477)
Fines and Forfeitures	45,066	22,340	21,967	39,693	26,689	21,695	19,763	197,213	308,880	111,667
Other Revenue	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

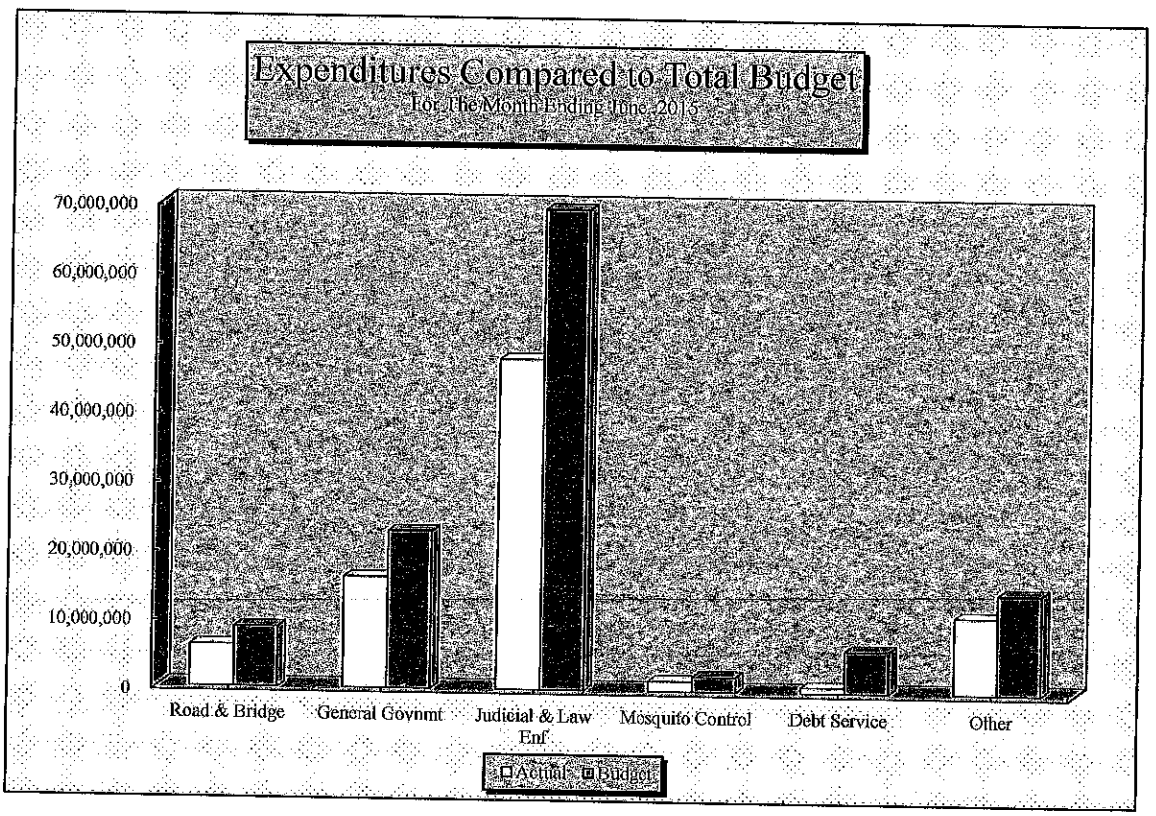
Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2015

	October 2014 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund										
Current Taxes	$ 136,361	$ 557,904	$ 237,691	$ 3,817	$ 10,699	$ 3,929	$ 3,750	$ 954,151	$ 957,920	$ 3,769
Delinquent Taxes	3,415	954	904	347	1,665	903	703	8,891	10,503	1,612
Licenses and Permits	129	100	-	-	-	-	-	229	1,000	771
Sales, Rentals & Services	450	-	-	225	100	-	-	775	1,500	725
Parks & Recreation										
Current Taxes	19,697	80,589	34,334	551	1,545	568	542	137,826	138,370	544
Delinquent Taxes	298	83	79	30	145	79	61	775	916	141
Sales, Rentals & Services	17,558	4,916	6,130	7,168	6,246	7,042	5,651	54,711	50,250	(4,461)
General Fund										
Current Taxes	11,247,491	46,017,549	11,923,756	314,824	882,455	324,082	309,280	71,019,437	70,434,933	(584,504)
Delinquent Taxes	312,538	87,344	82,727	31,790	152,415	82,631	64,367	813,812	961,298	147,486
Sales Taxes	2,189,442	2,207,428	2,692,883	1,986,740	2,316,270	2,363,383	2,074,099	15,830,245	21,450,000	5,619,755
Other Taxes	-	1,234	-	-	-	6,096	19,237	26,567	24,000	(2,567)
Licenses and Permits	63,209	33,114	41,558	37,640	42,554	48,074	35,395	301,544	417,200	115,656
Intergovernmental Revenue	166,835	62,033	143,613	20,434	322,614	179,871	8,372	903,772	1,022,315	118,543
Fees of Office	731,059	538,933	383,746	501,298	359,858	369,782	356,892	3,241,568	4,266,044	1,024,476
Other Sales, Rentals & Svcs.	496,224	205,048	337,086	233,095	224,522	231,287	270,983	1,998,245	1,702,826	(295,419)
Fines & Forfeitures	129,443	66,034	59,955	66,216	59,800	105,324	93,558	580,330	625,000	44,670
Interest	65,174	8,563	19,055	36,322	19,068	11,254	58,036	217,472	200,000	(17,472)
Other Revenue	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund										
Current Taxes	252,614	1,033,536	440,331	7,070	19,820	7,279	6,946	1,767,596	1,774,578	6,982
Delinquent Taxes	8,629	2,411	2,284	878	4,207	2,281	1,777	22,467	26,540	4,073
Spraying Contract	-	-	-	-	-	-	-	-	-	-
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund							-			
Interest	3,290	422	849	1,727	944	577	3,263	11,072	12,000	928
Debt Service							-			
Current Taxes	869,868	3,558,958	1,516,270	24,347	68,248	25,064	23,920	6,086,675	5,923,644	(163,031)
Delinquent Taxes	27,100	7,674	6,847	2,993	14,101	7,868	5,582	72,165	69,223	(2,942)
Interest	1,424	506	1,353	2,765	1,531	941	5,347	13,867	8,865	(5,002)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-
Total	$ 17,815,533	$ 56,567,199	$ 18,859,446	$ 3,661,776	$ 4,859,392	$ 6,010,439	$ 3,645,745	$ 111,419,530	$ 118,400,967	$ 6,981,437

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Year Completed
For The Month Ending June 30, 2015

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 536,180	$ 1,021,240	$ 485,060	47.50%
Road & Bridge Funds	5,329,403	7,525,258	2,195,855	29.18%
Engineering Fund	679,068	985,864	306,796	31.12%
Parks & Recreation Fund	89,620	190,032	100,412	52.84%
General Fund:				
General Government	16,098,452	22,760,194	6,661,742	29.27%
Judicial	12,532,624	18,277,804	5,745,180	31.43%
Law Enforcement	34,689,135	50,168,788	15,479,653	30.86%
Education	276,970	404,159	127,189	31.47%
Health & Welfare	7,186,635	8,579,856	1,393,221	16.24%
Maintenance	2,555,724	3,761,791	1,206,067	32.06%
Other	1,042,505	1,676,150	633,645	37.80%
Mosquito Control Fund	1,511,469	2,189,276	677,807	30.96%
Tobacco Settlement	50,000	50,000	-	-
Debt Service Funds	849,222	6,123,644	5,274,422	86.13%
	$ 83,427,007	$ 123,714,056	$ 40,287,049	32.56%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2015

	October 2014 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 184,614	$ 55,971	$ 60,514	$ 14,951	$ 64,195	$ 128,239	$ 15,410	$ 12,286	$ 536,180	$ 1,021,240	$ 485,060
Road & Brdg Pct. 1	274,090	130,503	95,194	107,080	98,882	174,557	106,990	210,655	1,197,951	1,644,279	446,328
Road & Brdg Pct. 2	323,233	149,185	135,180	115,352	104,177	105,818	191,777	236,903	1,361,625	1,860,203	498,578
Road & Brdg Pct. 3	297,435	135,798	99,691	101,720	103,630	94,210	201,469	69,149	1,103,102	1,751,562	648,460
Road & Brdg Pct. 4	354,852	162,738	113,309	254,572	116,851	191,736	148,055	324,612	1,666,725	2,269,214	602,489
Engineering	217,954	102,654	69,748	71,199	70,799	71,592	72,888	2,234	679,068	985,864	306,796
Parks & Recreation	21,909	7,539	6,162	6,861	4,263	10,371	(5,488)	38,003	89,620	190,032	100,412
Tax Assessor/Coll.	838,922	386,884	276,481	269,910	260,771	264,769	269,054	9,440	2,576,231	3,668,340	1,092,109
Human Resources	90,452	37,888	27,811	29,704	32,351	28,960	29,728	1,541	278,435	430,962	152,527
County Auditor	342,544	150,323	101,698	102,763	103,435	101,807	98,801	545	1,001,916	1,421,573	419,657
County Clerk	489,647	218,920	155,747	162,237	206,680	157,390	164,876	18,204	1,573,701	2,217,027	643,326
County Judge	199,580	86,879	65,316	71,893	63,865	60,181	67,112	-	614,826	894,428	279,602
Risk Management	54,645	25,011	16,654	17,918	17,271	17,002	18,182	-	166,683	240,745	74,062
County Treasurer	82,317	41,751	27,609	28,619	27,632	28,918	30,701	1,955	269,502	378,326	108,824
Printing Department	27,085	15,427	9,535	11,115	9,299	9,497	11,693	5,397	99,048	168,274	69,226
Purchasing Department	115,898	55,881	34,559	31,461	39,047	36,248	39,392	9,079	361,565	547,371	185,806
General Services	2,432,477	732,166	1,411,995	737,193	455,139	526,840	715,256	34,525	7,045,591	9,638,708	2,593,117
MIS	492,085	187,259	153,438	127,673	191,054	131,308	128,557	29,323	1,440,697	2,113,047	672,350
Voter's Registration	50,959	26,568	11,223	17,155	13,999	16,684	15,917	131	152,636	226,010	73,374
Elections	280,400	56,163	33,497	32,434	35,094	100,173	(24,375)	4,235	517,621	815,383	297,762
District Attorney	1,310,006	652,583	445,782	462,788	463,652	478,037	477,555	17,387	4,307,790	6,481,869	2,174,079
District Clerk	362,815	189,785	137,346	134,895	141,644	133,003	139,102	39,550	1,278,140	1,799,632	521,492
Criminal Dist. Court	289,341	112,202	103,795	93,950	113,729	115,285	123,736	3,432	955,470	1,509,101	553,631
58th Dist. Court	67,121	29,450	21,528	22,119	21,817	21,784	21,882	1,168	206,869	305,686	98,817
60th Dist. Court	64,592	31,656	21,284	21,417	21,428	21,436	21,583	92	203,488	287,724	84,236
136th Dist. Court	66,585	34,169	21,872	22,018	22,192	22,216	22,056	378	211,486	293,706	82,220
172nd Dist. Court	65,229	30,306	20,388	20,584	20,571	20,431	19,384	150	197,043	295,125	98,082
252nd Dist. Court	269,111	83,957	80,309	117,426	103,074	86,885	221,344	1,792	963,898	1,158,506	194,608
279th Dist. Court	91,612	29,597	29,912	37,560	34,104	33,343	32,488	1,371	289,987	387,285	97,298
317th Dist. Court	182,504	62,167	59,958	72,879	51,777	71,516	63,489	961	565,251	764,183	198,932
J.P. Pct. 1 Pl 1	79,539	39,129	26,913	26,597	27,134	26,885	27,388	352	253,937	355,094	101,157
J.P. Pct. 1 Pl 2	75,598	35,927	23,047	25,430	26,089	26,337	25,358	-	237,786	349,550	111,764
J.P. Pct. 2	65,797	32,116	21,402	22,350	22,276	21,606	22,530	-	208,077	330,558	122,481
J.P. Pct. 4	76,375	39,276	24,954	27,844	24,717	25,385	26,222	135	244,908	355,319	110,411
J.P. Pct. 6	80,638	39,150	26,878	27,605	25,426	25,621	27,032	436	252,786	364,634	111,848
J.P. Pct. 7	70,419	35,320	24,863	27,972	23,822	23,926	25,223	167	231,712	362,270	130,558
J.P. Pct. 8	79,569	40,232	26,550	22,862	21,727	21,498	22,580	570	235,588	364,959	129,371
Cnty. Court at Law 1	105,514	52,205	34,507	35,643	35,430	34,794	35,659	-	333,752	474,535	140,783
Cnty. Court at Law 2	143,648	68,491	48,864	48,036	51,606	35,126	39,137	1,086	435,994	629,153	193,159
Cnty. Court at Law 3	148,871	70,198	47,418	44,595	44,099	45,906	50,026	1,051	452,164	660,130	207,966
Court Master	84,014	40,239	36,950	26,534	29,115	45,009	51,379	-	313,240	494,103	180,863

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2015

	October 2014 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 46,696	$ 25,563	$ 15,611	$ 15,980	$ 15,445	$ 16,561	$ 16,751	$ 651	$ 153,258	$ 254,682	$ 101,424
Alternative School	84,002	40,684	28,019	28,942	30,340	29,247	22,094	-	263,328	381,977	118,649
Comm. Supervision	1,994	1,823	450	983	741	136	1,981	4,855	12,963	14,728	1,765
Sheriff's Dept.	2,984,136	1,384,607	946,011	946,123	969,844	951,690	984,135	59,929	9,226,475	13,196,368	3,969,893
Crime Lab	372,327	126,309	99,581	92,095	89,135	92,723	135,870	12,708	1,020,748	1,469,693	448,945
Jail	5,986,058	2,679,971	2,017,269	2,594,066	1,859,403	1,959,591	1,887,392	156,532	19,140,282	27,520,354	8,380,072
Juvenile Probation	286,821	143,413	96,631	146,442	96,016	96,673	103,301	1,313	970,610	1,602,440	631,830
Juvenile Detention	383,506	187,433	130,343	138,804	134,362	140,209	146,945	40,763	1,302,365	2,042,112	739,747
Constable Pct. 1	193,751	77,872	51,915	58,255	51,646	77,620	52,010	3,853	566,922	810,851	243,929
Constable Pct. 2	125,394	45,884	51,113	32,670	30,913	31,060	31,847	1,243	350,124	464,729	114,605
Constable Pct. 4	93,718	41,548	29,048	30,309	29,639	30,748	29,385	758	285,153	426,867	141,714
Constable Pct. 6	120,318	59,721	41,990	46,927	52,892	41,470	44,584	2,322	410,224	569,176	158,952
Constable Pct. 7	121,294	45,576	31,533	31,004	32,146	31,414	31,499	201	324,667	455,985	131,318
Constable Pct. 8	120,690	48,348	30,730	33,362	31,335	31,973	32,105	480	329,023	453,508	124,485
County Morgue	117,235	75,147	80,465	64,594	61,094	9,760	71,836	6,120	486,251	760,000	273,749
Agriculture Ext.	87,957	42,156	28,353	30,463	28,903	28,980	29,298	860	276,970	404,159	127,189
Public Health # 1	272,216	116,607	81,171	87,215	89,564	81,380	84,395	28,815	841,363	1,313,355	471,992
Public Health # 2	267,796	119,245	80,648	88,772	83,308	75,196	95,773	40,462	851,200	1,279,831	428,631
Nurse Practitioner	61,786	30,772	21,604	23,247	21,006	20,012	25,258	145	203,830	299,070	95,240
Child Welfare	31,413	6,009	11,278	7,659	6,593	5,628	15,584	-	84,164	153,900	69,736
Env. Control	81,219	63,981	27,245	35,770	29,632	27,150	28,568	-	293,565	408,121	114,556
Ind. Medical Svcs.	2,107,352	120,331	107,125	135,158	75,773	111,528	1,948,316	149,626	4,755,209	4,900,891	145,682
Emergency Mgmt.	48,124	25,061	16,824	16,824	16,825	16,822	16,824	-	157,304	224,688	67,384
Beaumont Maintenance	451,065	130,599	186,427	246,919	172,535	259,876	270,704	191,750	1,909,875	2,769,117	859,242
Port Arthur Maint.	138,033	73,348	47,436	53,861	82,842	44,329	56,001	17,999	513,849	760,446	246,597
Mid-County Maint.	31,321	15,771	14,210	14,305	13,558	14,812	15,590	12,433	132,000	232,228	100,228
Service Center	186,066	126,238	50,644	88,399	77,525	70,646	108,026	132,111	839,655	1,307,879	468,224
Veteran Service	63,424	30,675	20,621	22,164	22,177	21,755	21,985	49	202,850	282,537	79,687
Mosquito Control	606,720	114,759	105,111	119,913	90,555	114,014	100,871	259,526	1,511,469	2,189,276	677,807
Tobacco Settlement	50,000	-	-	-	-	-	-	-	50,000	50,000	-
Debt Service Funds	-	848,222	-	-	500	500	-	-	849,222	6,123,644	5,274,422
Contingency	-	-	-	-	-	-	-	-	-	85,734	85,734
Total	$ 26,472,428	$ 11,361,336	$ 8,639,287	$ 8,884,139	$ 7,640,110	$ 8,025,832	$ 10,200,076	$ 2,203,799	$ 83,427,007	$ 123,714,056	$ 40,287,049

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 30, 2015

Issue	Beginning Amount Outstanding	2014-2015 Requirements				2014-2045 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2011 Refunding Bonds	3,350,000	1,085,000	100,500	4,000	1,189,500	-	50,250	1,700	51,950	3,350,000
2012 Refunding Bonds	40,660,000	3,070,000	1,576,800	4,000	4,650,800	-	788,400	1,700	790,100	40,660,000
2013 Refunding Bonds	1,070,000	265,000	14,344	4,000	283,344	-	7,172	-	7,172	1,070,000
	$ 45,080,000	$ 4,420,000	$ 1,691,644	$ 12,000	$ 6,123,644	$ -	$ 845,822	$ 3,400	$ 849,222	$ 45,080,000

Jefferson County, Texas
Statement of Transfers In and Out

Fund		Transfers In		Transfers Out	
120	General Fund	-		1,029,845	(a)
311	Capital Projects Fund	15,000	(a)	-	
550	SETEC Fund	1,014,845	(a)	-	
865	Marine Division	-		20,331	(a)
875	2013 Port Security Grant	1,673	(a)	-	
877	2014 Port Security Grant	18,658	(a)		
		$1,050,176		$1,050,176	

(a) Budgeted Transfer

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2015

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	417.43	$ 10,180.07
Road & Bridge # 2	554.50	13,155.92
Road & Bridge # 3	593.07	13,515.14
Road & Bridge # 4	2.04	34.62
Engineering	82.27	2,283.53
Tax Assessor/Collector	601.04	11,767.08
Human Resources	7.63	134.78
County Auditor	89.03	2,431.35
County Clerk	416.28	8,458.33
County Judge	73.64	1,817.29
Treasurer	3.01	58.69
Printing	0.55	12.90
Purchasing Department	8.75	175.66
MIS	505.30	13,295.06
Voter Registration	78.82	1,669.49
Elections Department	112.93	2,674.96
District Attorney	0.08	1.64
District Clerk	188.64	3,539.55
Criminal District Court	101.00	2,477.16
58th District Court	3.63	114.58
172nd District Court	0.00	0.00
252nd District Court	100.63	2,468.09
279th District Court	0.01	0.12
Justice of Peace Pct. 1 Pl. 1	51.63	1,226.25
Justice of Peace Pct. 1 Pl. 2	0.00	0.00
Justice of Peace Pct. 2	26.50	629.45
Justice of Peace Pct. 4	0.01	0.10
Justice of Peace Pct. 6	3.63	82.41
Justice of Peace Pct. 7	51.38	1,191.28
Justice of Peace Pct. 8	0.00	0.00
Court Master	6.63	137.54
ASAP	150.01	4,252.00
Marine Division	2,801.38	86,745.28
Alternative School	66.10	1,905.56
Sheriff's Department	10,680.69	330,055.27
Crime Lab	349.61	12,063.52
Correctional Facility	8,430.98	199,708.11
Juvenile Detention Home	369.75	6,404.26

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2015

Department	Cumulative Hours	Current Liability
Juvenile Probation	257.45	$ 5,068.54
Constable Pct. 1	421.75	11,422.36
Constable Pct. 2	100.01	3,651.38
Constable Pct. 4	71.25	1,948.74
Constable Pct. 6	39.46	969.55
Constable Pct. 7	29.92	1,082.17
Constable Pct. 8	24.88	495.08
Public Health No. 1	66.32	1,109.68
Public Health No. 2	48.27	934.41
Indigent Health	0.00	0.00
Mosquito Control	278.88	5,759.15
Maintenance - Beaumont	383.51	8,001.56
Maintenance - Port Arthur	221.25	4,240.13
Maintenance- Mid County	0.00	0.00
Visitors' Center	135.80	2,057.71
Service Center	0.50	11.48
Veterans' Services Office	0.63	13.07
Environmental Control	0.00	0.00
Emergency Management	56.25	1,575.60
Airport	841.87	16,165.61
Dispute Resolution Center	45.63	756.11
Juvenile Challenge Program	109.01	1,854.00
Intensive Supervision Program	0.01	0.08
Juvenile Progressive Sanctions	16.00	400.15
Runaway & Truant Program	45.87	786.20
Sheriff Mental Health Liason	15.25	417.51
County Court at Law #2	19.50	478.26
Community Supervision	384.39	8,788.29
Women's Center	442.52	6,277.68
Community Corrections	19.46	382.84
Adult Probation Boot Camp	5.25	130.15
Juvenile Special Needs	66.13	1,141.34
Diversion Supplemental	30.13	559.85
Drug Diversion	86.96	1,748.23
Juvenile Probation and Detention	23.25	279.80
Mentally Impaired Offender	6.50	140.52
Auto Theft	478.00	16,406.80
Courthouse Security	266.00	8,032.51
Total	31,966.44	$ 847,753.58
Comp-Time Liability at 6/30/14	34,275.55	$ 881,832.26

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CASH ADVANCE ACCOUNT	1,522.51	409996	
			1,522.51**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	141.43	409959	
M&D SUPPLY	114.75	410001	
AT&T	62.14	410033	
DEPARTMENT OF INFORMATION RESOURCES	.04	410066	
UNITED STATES POSTAL SERVICE	.83	410071	
MARTIN PRODUCT SALES LLC	9,168.04	410097	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			9,560.59**
ROAD & BRIDGE PCT.#2			
A&A EQUIPMENT	1,900.00	409938	
APAC, INC. - TROTTI & THOMSOM	9,190.88	409952	
EASTEX RUBBER & GASKET	96.69	409977	
CASH ADVANCE ACCOUNT	1,042.18	409996	
MUNRO'S	36.90	410008	
TAC - TEXAS ASSN. OF COUNTIES	225.00	410035	
DEPARTMENT OF INFORMATION RESOURCES	.02	410066	
CENTERPOINT ENERGY RESOURCES CORP	31.04	410090	
MARTIN PRODUCT SALES LLC	2,492.77	410097	
NEW WAVE WELDING TECHNOLOGY	6.60	410110	
DE LAGE LANDEN PUBLIC FINANCE	104.00	410132	
			15,126.08**
ROAD & BRIDGE PCT. # 3			
HILO / O'REILLY AUTO PARTS	210.78	409940	
APAC, INC. - TROTTI & THOMSOM	1,760.52	409952	
BEAUMONT FRAME & FRONT END	26.28	409954	
EASTEX RUBBER & GASKET	39.24	409977	
ENTERGY	232.31	409987	
ISI COMMERCIAL REFRIGERATION	351.18	409993	
CASH ADVANCE ACCOUNT	225.00	409996	
MID-COUNTY ALTERNATOR	125.00	410006	
MUNRO'S	18.23	410008	
PARTS EXCHANGE COMPANY, INC.	225.00	410014	
SMART'S TRUCK & TRAILER, INC.	363.87	410032	
TEXAS WORKFORCE COMMISSION	4,650.00	410041	
TRI-CON, INC.	1,924.02	410042	
DEPARTMENT OF INFORMATION RESOURCES	.46	410066	
CENTERPOINT ENERGY RESOURCES CORP	26.33	410090	
DE LAGE LANDEN PUBLIC FINANCE	154.80	410132	
SOUTHEAST TEXAS BLACK NURSES ASSOC	250.00	410137	
SAM'S CLUB DIRECT	67.96	410144	
ASCO	140.72	410151	
			10,791.70**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	482.95	409944	
APAC, INC. - TROTTI & THOMSOM	368.60	409952	
M&D SUPPLY	281.81	410001	
MUNRO'S	62.43	410008	
OIL CITY TRACTORS, INC.	154.60	410011	
SMART'S TRUCK & TRAILER, INC.	47.70	410032	
TAC - TEXAS ASSN. OF COUNTIES	225.00	410035	
TRI-CON, INC.	3,228.88	410042	
WAUKESHA-PEARCE IND., INC.	617.52	410050	
DEPARTMENT OF INFORMATION RESOURCES	.07	410066	
UNITED STATES POSTAL SERVICE	10.92	410071	
LANSDOWNE-MOODY CO	359.50	410095	
DE LAGE LANDEN PUBLIC FINANCE	373.37	410132	
SHOPPA'S FARM SUPPLY	19.32	410172	
			6,232.67**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	2.38	410071	
DE LAGE LANDEN PUBLIC FINANCE	662.83	410132	
			665.21**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.	TOTAL
ABLE FASTENER, INC.	48.34	409939	
COBURN'S GROVES (5)	293.19	409965	
M&D SUPPLY	142.99	410001	
SANITARY SUPPLY, INC.	466.03	410026	
FIRST CALL	16.55	410080	
SHOPPA'S FARM SUPPLY	341.64	410172	
			1,308.74**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	21.01	410030	
DEPARTMENT OF INFORMATION RESOURCES	.34	410066	
UNITED STATES POSTAL SERVICE	763.47	410071	
DE LAGE LANDEN PUBLIC FINANCE	506.82	410132	
CUMMINS-ALLISON CORP	2,466.21	410145	
			3,757.85*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	50.00	409953	
UNITED STATES POSTAL SERVICE	.83	410071	
DE LAGE LANDEN PUBLIC FINANCE	105.34	410132	
			156.17*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	12.09	410071	
DE LAGE LANDEN PUBLIC FINANCE	148.43	410132	
			160.52*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	306.16	410071	
DE LAGE LANDEN PUBLIC FINANCE	1,501.35	410132	
			1,807.51*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	409984	
UNITED STATES POSTAL SERVICE	24.37	410071	
J.T. HAYNES	1,500.00	410094	
JEFF R BRANICK	769.80	410098	
GRACE NICHOLS	1,600.00	410112	
HARVEY L WARREN III	2,000.00	410120	
DE LAGE LANDEN PUBLIC FINANCE	105.34	410132	
SNIDER LAW FIRM PLLC	500.00	410164	
			6,899.51*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.43	410071	
DE LAGE LANDEN PUBLIC FINANCE	77.40	410132	
			79.83*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	190.21	410071	
CLASSIC FORMS AND PRODUCTS	198.00	410081	
DE LAGE LANDEN PUBLIC FINANCE	478.80	410132	
			867.01*
PRINTING DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	410132	
			1,198.98*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	43.39	410071	
DE LAGE LANDEN PUBLIC FINANCE	105.34	410132	
			148.73*
GENERAL SERVICES			
JEFFERSON CTY. CLERK	274.00	409941	
GUARDIAN FORCE	36.00	409943	
JEFFERSON CTY. DISTRICT CLERK	65.00	409995	
CASH ADVANCE ACCOUNT	65.00	409996	
SPINDLETOP MHMR	32,990.75	409999	
TIME WARNER COMMUNICATIONS	488.48	410038	
TEXAS WORKFORCE COMMISSION	41,873.25	410041	

NAME	AMOUNT	CHECK NO.	TOTAL
TRI-CITY COFFEE SERVICE	120.30	410043	
TOWER COMMUNICATIONS, INC.	2,435.00	410069	
CROWN CASTLE INTERNATIONAL	1,413.81	410083	
DYNAMEX INC	211.60	410161	
			79,973.19*
DATA PROCESSING			
OFFICE DEPOT	55.88	410010	
PRO DATA COMPUTER SERVICES, INC.	615.00	410060	
CDW COMPUTER CENTERS, INC.	170.77	410062	
TIGER DIRECT.COM	613.01	410114	
DE LAGE LANDEN PUBLIC FINANCE	148.43	410132	
			1,603.09*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	151.65	410071	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			225.01*
ELECTIONS DEPARTMENT			
DE LAGE LANDEN PUBLIC FINANCE	387.38	410132	
			387.38*
DISTRICT ATTORNEY			
DALLAS CHILDRENS ADVOCACY CENTER	540.00	409969	
MANNINGS SCHOOL SUPPLY	27.00	410003	
OFFICE DEPOT	203.36	410010	
TDCAA BOOK ORDERS	300.00	410036	
CDW COMPUTER CENTERS, INC.	197.33	410062	
UNITED STATES POSTAL SERVICE	180.10	410071	
MCM ELEGANTE HOTEL	97.75	410091	
DE LAGE LANDEN PUBLIC FINANCE	636.38	410132	
THOMSON REUTERS-WEST	1,864.64	410154	
CELLMARK FORENSICS INC	2,041.93	410159	
			6,088.49*
DISTRICT CLERK			
CARPENTER'S TIME CENTER INC.	2,292.00	409958	
OFFICE DEPOT	89.62	410010	
UNITED STATES POSTAL SERVICE	312.13	410071	
US POSTAL SERVICE	157.00	410075	
TEXAS DISTRICT COURT ALLIANCE	100.00	410096	
DE LAGE LANDEN PUBLIC FINANCE	125.46	410132	
			3,076.21*
CRIMINAL DISTRICT COURT			
DAVID GROVE	600.00	409945	
THOMAS J. BURBANK, P.C.	3,287.50	409956	
DONALD W. DUESLER & ASSOC.	1,617.13	409973	
EDWARD B. GRIPON, M.D., P.A.	595.00	409986	
LEAH HAYES	1,343.45	409989	
TERRENCE HOLMES	800.00	409991	
CASH ADVANCE ACCOUNT	1,189.85	409996	
NATHAN REYNOLDS, JR.	600.00	410022	
RENE MULHOLLAND	1,488.95	410044	
UNITED STATES POSTAL SERVICE	14.50	410071	
DE LAGE LANDEN PUBLIC FINANCE	77.40	410132	
ALEX BILL III	800.00	410134	
SAMUEL & SON LAW FIRM PLLC	900.00	410171	
			13,313.78*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.66	410071	
DE LAGE LANDEN PUBLIC FINANCE	77.40	410132	
			79.06*
60TH DISTRICT COURT			
CASH ADVANCE ACCOUNT	832.20	409996	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			905.56*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.66	410071	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
ACCO BRANDS DIRECT	38.00	410155	
			113.02*
172ND DISTRICT COURT			
DE LAGE LANDEN PUBLIC FINANCE	77.40	410132	
			77.40*
252ND DISTRICT COURT			
DAVID GROVE	800.00	409945	
THOMAS J. BURBANK, P.C.	2,156.25	409956	
TERRENCE HOLMES	1,600.00	409991	
CASH ADVANCE ACCOUNT	1,045.45	409996	
KEVIN S. LAINE	800.00	410058	
UNITED STATES POSTAL SERVICE	250.78	410071	
SUMMER TANNER	92.15	410099	
DE LAGE LANDEN PUBLIC FINANCE	529.96	410132	
JAMES R. MAKIN, P.C.	4,304.21	410133	
SOUTHEAST TEXAS PSYCHIATRY PA	595.00	410139	
			12,173.80*
279TH DISTRICT COURT			
LAIRON DOWDEN, JR.	350.00	409970	
ANITA F. PROVO	75.00	410021	
UNITED STATES POSTAL SERVICE	.42	410071	
DONEANE E. BECKCOM	500.00	410076	
DE LAGE LANDEN PUBLIC FINANCE	285.95	410132	
			1,211.37*
317TH DISTRICT COURT			
DAVID GROVE	1,500.00	409945	
PHILLIP DOWDEN	75.00	409950	
THOMAS J. BURBANK, P.C.	650.00	409956	
LAIRON DOWDEN, JR.	975.00	409970	
JIMMY D. HAMM	150.00	409988	
TERRENCE HOLMES	450.00	409991	
ANITA F. PROVO	1,175.00	410021	
KEVIN PAULA SEKALY PC	1,025.00	410028	
KEVIN S. LAINE	325.00	410058	
CHARLES ROJAS	1,175.00	410065	
UNITED STATES POSTAL SERVICE	1.19	410071	
GLEN M. CROCKER	625.00	410074	
CAROLYN WIEDENFELD	325.00	410079	
ANTOINETTE BRADLEY	1,000.00	410084	
JOEL WEBB VAZQUEZ	825.00	410088	
MICHELLE R BRISTER	500.00	410093	
TONYA CONNELL TOUPS	75.00	410106	
ALLEN PARKER	500.00	410119	
JONATHAN L. STOVALL	150.00	410127	
STEFANIE L. ADAMS, ATTORNEY AT LAW	450.00	410128	
DE LAGE LANDEN PUBLIC FINANCE	77.40	410132	
WILLIAM FORD DISHMAN	75.00	410158	
MATUSKA LAW FIRM	675.00	410166	
DANE DENNISON	500.00	410168	
ALAN D M'LEMORE	500.00	410176	
LINDSEY SCOTT	1,000.00	410179	
GORDON D FRIESZ	500.00	410180	
			15,278.59*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	29.59	410071	
DE LAGE LANDEN PUBLIC FINANCE	125.00	410132	
			154.59*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	.83	410071	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			74.19*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.04	410066	
DE LAGE LANDEN PUBLIC FINANCE	104.00	410132	
			104.04*
JUSTICE COURT-PCT 6			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	61.78	410010	
UNITED STATES POSTAL SERVICE	63.81	410071	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			198.95*
JUSTICE COURT-PCT 7			
OFFICE DEPOT	37.68	410010	
DEPARTMENT OF INFORMATION RESOURCES	.34	410066	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	410175	
			109.02*
JUSTICE OF PEACE PCT. 8			
DE LAGE LANDEN PUBLIC FINANCE	265.00	410132	
			265.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.98	410071	
DE LAGE LANDEN PUBLIC FINANCE	350.69	410132	
			353.67*
COUNTY COURT AT LAW NO. 2			
OFFICE DEPOT	118.21	410010	
UNITED STATES POSTAL SERVICE	2.70	410071	
ALLEN PARKER	550.00	410119	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
THE DAWS LAW FIRM PLLC	250.00	410163	
JARED GILTHORPE	750.00	410169	
SAMUEL & SON LAW FIRM PLLC	250.00	410171	
			1,994.27*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	250.00	409945	
DONALD W. DUESLER & ASSOC.	250.00	409973	
TRAVIS EVANS	500.00	409978	
JOHN E MACEY	300.00	410002	
KARLA J. M. ROGERS	250.00	410024	
UNITED STATES POSTAL SERVICE	13.31	410071	
ANTOINETTE BRADLEY	250.00	410084	
JOEL WEBB VAZQUEZ	250.00	410088	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
MATUSKA LAW FIRM	250.00	410166	
JARED GILTHORPE	250.00	410169	
			2,636.67*
COURT MASTER			
LEONARD J. GIBLIN, JR.	2,800.00	409982	
JUDGE LARRY GIST	3,134.90	409983	
UNITED STATES POSTAL SERVICE	1.80	410071	
DE LAGE LANDEN PUBLIC FINANCE	104.00	410132	
			6,040.70*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.70	410071	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			77.06*
COMMUNITY SUPERVISION			
DE LAGE LANDEN PUBLIC FINANCE	332.16	410132	
			332.16*
SHERIFF'S DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.61	410066	
UNITED STATES POSTAL SERVICE	1,120.22	410071	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	410077	
CODE BLUE	574.00	410087	
ATTABOY TERMITE & PEST CONTROL	33.50	410116	
DE LAGE LANDEN PUBLIC FINANCE	1,073.06	410132	
			2,834.34*
CRIME LABORATORY			
LYNN PEAVEY CO., INC.	468.50	410000	
OFFICE DEPOT	106.63	410010	
HENRY SCHEIN, INC.	172.22	410027	

NAME	AMOUNT	CHECK NO.	TOTAL
SEROLOGICAL RESEARCH INSTITUTE	42.47	410029	
LINDA JOHNSON	42.00	410067	
MICROLITER ANALYTICAL SUPPLIES INC	226.54	410103	
CAYMAN CHEMICAL COMPANY	90.00	410121	
DE LAGE LANDEN PUBLIC FINANCE	104.00	410132	
TIFFANY AARDHAL	65.10	410135	
LEE BIOSOLUTIONS INC	430.00	410148	
			1,747.46*
JAIL - NO. 2			
AAA LOCK & SAFE	135.00	409937	
JOHNSTONE SUPPLY	473.93	409946	
CARDINAL GLASS, INC.	36.39	409957	
CITY OF BEAUMONT - WATER DEPT.	17,770.44	409961	
COBURN'S, BEAUMONT BOWIE (1)	23.13	409964	
DYNAMIC POWER SYSTEM, INC.	42.50	409974	
ECOLAB	399.90	409976	
W.W. GRAINGER, INC.	519.54	409985	
JACK BROOKS REGIONAL AIRPORT	1,098.36	409994	
JOHNSON SUPPLY	87.12	409997	
M&D SUPPLY	133.22	410001	
MOORE SUPPLY, INC.	96.00	410007	
PETTY CASH - SHERIFF'S OFFICE	168.33	410016	
SANITARY SUPPLY, INC.	2,854.17	410026	
SHERWIN-WILLIAMS	49.86	410031	
WASTE MGT. GOLDEN TRIANGLE, INC.	4,949.34	410048	
WASTE MGT. GOLDEN TRIANGLE, INC.	209.61	410049	
WHOLESALE ELECTRIC SUPPLY CO.	187.14	410051	
WORTH HYDROCHEM	327.00	410052	
MSC SYSTEMS	6,995.50	410056	
CDW COMPUTER CENTERS, INC.	174.27	410062	
DEPARTMENT OF INFORMATION RESOURCES	6.04	410066	
UNITED COMMUNICATIONS, INC.	1,040.00	410068	
ACES SYSTEM	384.00	410100	
ICS	5,157.00	410105	
AIRGAS SOUTHWEST	466.20	410109	
FIRETROL PROTECTION SYSTEMS, INC.	11,483.45	410111	
TEXAS DEPT OF AGRICULTURE	12.00	410115	
CENTRAL RESTAURANT PRODUCTS	182.42	410117	
FIVE STAR CORRECTIONAL SERVICE	35,017.83	410122	
3 L PRINTING	100.00	410124	
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	410132	
MUNICIPAL SERVICES BUREAU	6.76	410146	
CONMED INC	562,905.75	410149	
MATERA PAPER COMPANY INC	3,086.18	410152	
GALLS LLC	480.00	410178	
LONE STAR UNIFORMS	7,558.20	410182	
			665,982.74*
JUVENILE PROBATION DEPT.			
HERNANDEZ OFFICE SUPPLY, INC.	36.02	409990	
OFFICE DEPOT	42.99	410010	
STAR GRAPHICS COPIERS, INC.	250.56	410034	
UNITED STATES POSTAL SERVICE	14.10	410071	
LATASHA DILL	879.76	410092	
DE LAGE LANDEN PUBLIC FINANCE	221.79	410132	
			1,359.24*
JUVENILE DETENTION HOME			
ALL STAR PLUMBING	171.00	409948	
CITY OF BEAUMONT - WATER DEPT.	3,225.33	409961	
OAK FARM DAIRY	398.15	410057	
FLOWERS FOODS	136.85	410085	
BEN E KEITH FOODS	2,972.79	410086	
CENTERPOINT ENERGY RESOURCES CORP	298.01	410090	
KAREN ROBERTS	300.00	410113	
ATTABOY TERMITE & PEST CONTROL	80.00	410116	
DE LAGE LANDEN PUBLIC FINANCE	327.69	410132	
A1 FILTER SERVICE COMPANY	183.79	410141	
			8,093.61*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	157.77	410071	

NAME	AMOUNT	CHECK NO.	TOTAL
DE LAGE LANDEN PUBLIC FINANCE	460.79	410132	
			618.56*
CONSTABLE-PCT 2			
SILSBEE FORD INC	960.79	410162	
			960.79*
CONSTABLE-PCT 4			
CODE BLUE	476.99	410087	
DISH NETWORK	37.71	410101	
DE LAGE LANDEN PUBLIC FINANCE	229.00	410132	
			743.70*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	27.49	410071	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			100.85*
CONSTABLE PCT. 7			
AT&T	29.94	410033	
			29.94*
CONSTABLE PCT. 8			
TEXAS COUNTY PROGRESS	40.70	409951	
POSTMASTER	1,293.60	410020	
DE LAGE LANDEN PUBLIC FINANCE	460.50	410132	
			1,794.80*
COUNTY MORGUE			
FIRETROL PROTECTION SYSTEMS, INC.	1,064.00	410111	
			1,064.00*
AGRICULTURE EXTENSION SVC			
TEXAS A&M UNIVERSITY	260.50	410055	
UNITED STATES POSTAL SERVICE	39.52	410071	
DE LAGE LANDEN PUBLIC FINANCE	148.43	410132	
			448.45*
HEALTH AND WELFARE NO. 1			
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	409949	
PETTY CASH - N C WELFARE	82.44	410017	
AUSTIN CECIL WALKES MD PA	3,245.08	410046	
UNITED STATES POSTAL SERVICE	63.21	410071	
DE LAGE LANDEN PUBLIC FINANCE	579.70	410132	
			4,070.43*
HEALTH AND WELFARE NO. 2			
AMERICAN PUBLIC HEALTH ASSOCIATION	100.00	409949	
GABRIEL FUNERAL HOME, INC.	825.00	409981	
OFFICE DEPOT	3,157.17	410010	
PHYSICIAN SALES & SERVICE, INC.	9.16	410019	
AUSTIN CECIL WALKES MD PA	3,245.08	410046	
MCKESSON MEDICAL-SURGICAL INC	407.16	410064	
DE LAGE LANDEN PUBLIC FINANCE	178.70	410132	
			7,922.27*
NURSE PRACTITIONER			
GEORGE V. ZUZUKIN, M.D.	1,000.00	409947	
OFFICE DEPOT	173.29	410010	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			1,246.65*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	797.85	410077	
KRISTIN SIMONS PAYEE	20.00	410138	
			817.85*
ENVIRONMENTAL CONTROL			
AT&T	48.70	410033	
DEPARTMENT OF INFORMATION RESOURCES	.41	410066	
DE LAGE LANDEN PUBLIC FINANCE	460.79	410132	
			509.90*
INDIGENT MEDICAL SERVICES			

NAME	AMOUNT	CHECK NO.	TOTAL
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	410107	
CARDINAL HEALTH 110 INC	47,056.33	410156	
			50,829.33*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	339.75	409937	
ALL STAR PLUMBING	1,952.50	409948	
BINSWANGER GLASS CO.	120.00	409955	
CINTAS, INC.	293.01	409960	
CITY OF BEAUMONT - WATER DEPT.	759.43	409961	
CONSOLIDATED ELECTRICAL DIST, INC.	144.28	409966	
W.W. GRAINGER, INC.	161.15	409985	
M&D SUPPLY	534.15	410001	
MCCOWN PAINT & SUPPLY OF TEXAS	136.98	410004	
RALPH'S INDUSTRIAL ELECTRONICS	198.00	410025	
SANITARY SUPPLY, INC.	54.61	410026	
ACE IMAGEWEAR	350.14	410030	
AT&T	4,734.20	410033	
WORTH HYDROCHEM	250.00	410052	
DEPARTMENT OF INFORMATION RESOURCES	6,818.19	410066	
MCKESSON MEDICAL-SURGICAL	2,233.00	410078	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
LANDSCAPER'S WHOLESALE MARKET	436.74	410136	
A1 FILTER SERVICE COMPANY	732.70	410141	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	197.90	410177	
			20,520.09*
MAINTENANCE-PORT ARTHUR			
GUARDIAN FORCE	133.75	409943	
JOHNSTONE SUPPLY	1,350.39	409946	
CITY OF PORT ARTHUR - WATER DEPT.	1,042.08	409962	
CURETON & SON	61.00	409967	
DRAGO HARDWARE CO.	17.56	409971	
DRAGO HARDWARE CO.	3.45	409972	
FAST SIGNS, INC.	33.02	409980	
W.W. GRAINGER, INC.	126.91	409985	
SANITARY SUPPLY, INC.	521.18	410026	
TIME WARNER COMMUNICATIONS	69.10	410039	
BUBBA'S AIR CONDITIONING	148.00	410053	
HOWARD'S AUTO SUPPLY	148.16	410059	
FASTENAL	43.00	410061	
DEPARTMENT OF INFORMATION RESOURCES	1.70	410066	
SOLAR	305.61	410073	
BAKER DISTRIBUTING COMPANY	73.32	410082	
PARKER LUMBER	44.91	410123	
DE LAGE LANDEN PUBLIC FINANCE	150.76	410132	
DALE'S POOLS	410.00	410150	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	410157	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	190.35	410177	
			7,398.85*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	50.44	410023	
ACE IMAGEWEAR	57.02	410030	
DEPARTMENT OF INFORMATION RESOURCES	.30	410066	
CENTERPOINT ENERGY RESOURCES CORP	62.68	410090	
DE LAGE LANDEN PUBLIC FINANCE	77.40	410132	
COUNTY HOME AND RANCH LP	171.75	410140	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	28.90	410177	
			448.49*
SERVICE CENTER			
KINSEL FORD, INC.	676.89	409998	
M&D SUPPLY	4.50	410001	
PHILPOTT MOTORS, INC.	44.72	410018	
TRI-CON, INC.	9,686.14	410042	
FIRST CALL	96.43	410080	
BUMPER TO BUMPER	246.07	410089	
UNIFIRST HOLDINGS INC	21.97	410118	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
SPANKY'S WRECKER SERVICE INC	95.00	410143	
			10,945.08*
VETERANS SERVICE			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	10.38	410010	
UNITED STATES POSTAL SERVICE	9.71	410071	
DE LAGE LANDEN PUBLIC FINANCE	464.62	410132	
			484.71*
			952,894.51**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	110.30	409940	
ADAPCO, INC.	145,842.75	409942	
JACK BROOKS REGIONAL AIRPORT	443.73	409994	
MUNRO'S	109.15	410008	
TEXAS WORKFORCE COMMISSION	2,790.00	410041	
WARREN EQUIPMENT CO.	95.20	410047	
DEPARTMENT OF INFORMATION RESOURCES	.06	410066	
CENTERPOINT ENERGY RESOURCES CORP	26.33	410090	
DE LAGE LANDEN PUBLIC FINANCE	73.36	410132	
			149,490.88**
BREATH ALCOHOL TESTING			
COLE PALMER INSTRUMENT CO.	245.92	410013	
			245.92**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	410132	
			77.40**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	230.00	410077	
			230.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,116.54	410153	
			2,116.54**
GRT N MENTAL HEALTH SVCS			
CORNELL CORRECTIONS OF TEXAS	4,443.30	410165	
GRAYSON COUNTY DEPT OF JUVENILE	4,440.00	410174	
			8,883.30**
JUVENILE TJPC-A-2014-123			
HAYS COUNTY	2,240.00	410054	
VICTORIA COUNTY JUVENILE SERVICES	4,200.00	410108	
			6,440.00**
JUVENILE PROB & DET. FUND			
PEGASUS SCHOOL	4,443.30	410015	
HAYS COUNTY	3,150.00	410054	
GRAYSON COUNTY DEPT OF JUVENILE	8,880.00	410174	
			16,473.30**
279 JUVENILE DRUG COURT			
CATHERINE BRUNEY	2,200.00	409992	
			2,200.00**
COMMUNITY SUPERVISION FND			
OLMSTED-KIRK PAPER	880.50	410012	
TEXAS DISTRICT & COUNTY ATTY ASSN.	375.00	410040	
ANGELA DUGAY	204.70	410063	
DEPARTMENT OF INFORMATION RESOURCES	3.39	410066	
UNITED STATES POSTAL SERVICE	120.07	410071	
JCCSC	1,505.00	410126	
LIONEL BERRY	134.63	410183	
			3,223.29**
JEFF. CO. WOMEN'S CENTER			
AT&T	128.74	410033	
BURT WALKER PARTNERS, LTD	4,500.00	410045	
DEPARTMENT OF INFORMATION RESOURCES	.35	410066	
DE LAGE LANDEN PUBLIC FINANCE	292.40	410132	
			4,921.49**
COMMUNITY CORRECTIONS PRG			
DE LAGE LANDEN PUBLIC FINANCE	115.38	410132	
			115.38**
DRUG DIVERSION PROGRAM			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	213.63	410010	
DE LAGE LANDEN PUBLIC FINANCE	115.38	410132	
			329.01**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY	242.25	410102	
			242.25**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES	533.28	410066	
			533.28**
VAWA FUND			
TARA SHELANDER	1,000.00	410167	
			1,000.00**
DEPUTY SHERIFF EDUCATION			
EAST TEXAS PEACE OFFICERS ASSN.	100.00	409975	
			100.00**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,474.90	409987	
M&D SUPPLY	22.17	410001	
MUNRO'S	30.84	410008	
TIME WARNER COMMUNICATIONS	110.43	410037	
WHOLESALE ELECTRIC SUPPLY CO.	124.50	410051	
DEPARTMENT OF INFORMATION RESOURCES	5.25	410066	
LA RUE ROUGEAU	51.18	410104	
DE LAGE LANDEN PUBLIC FINANCE	431.67	410132	
			2,250.94**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	210.68	410132	
			210.68**
1957 ROAD BOND FUND			
LJA ENGINEERING INC	1,500.00	410142	
TIM RICHARDSON	10,500.00	410160	
			12,000.00**
AIRPORT FUND			
COASTAL WELDING SUPPLY	375.00	409963	
THE EXAMINER	400.00	409979	
TRI-CON, INC.	864.52	410042	
WORTH HYDROCHEM	120.00	410052	
BUBBA'S AIR CONDITIONING	5,200.00	410053	
DEPARTMENT OF INFORMATION RESOURCES	.12	410066	
CENTERPOINT ENERGY RESOURCES CORP	126.88	410090	
DE LAGE LANDEN PUBLIC FINANCE	177.36	410132	
CRAWFORD ELECTRIC SUPPLY COMPANY	3,243.91	410147	
EASTERN AVIATION FUELS INC	16,700.80	410170	
ERLING SALES & SERVICE	1,100.00	410173	
			28,308.59**
SE TX EMP. BENEFIT POOL			
GROUP ADMINISTRATIVE CONCEPTS INC	740.00	410125	
			740.00**
SETEC FUND			
SHI GOVERNMENT SOLUTIONS, INC.	328.20	410072	
			328.20**
LIABILITY CLAIMS ACCOUNT			
MEHAFFY & WEBER	17,660.11	410005	
CALVERT EAVES CLARKE & STELLY LLP	5,887.56	410181	
			23,547.67**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	355.86	409994	
DEPARTMENT OF INFORMATION RESOURCES	202.24	410066	
			558.10**
SHERIFF - COMMISSARY			
CURTIS 1000, INC.	1,123.07	409968	
			1,123.07**
			1,263,791.30***

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
OFFICE DEPOT	60.98	410258	
TRI-CITY COFFEE SERVICE	175.50	410289	
			236.48**
ROAD & BRIDGE PCT.#1			
CARQUEST AUTO PARTS # 96	332.86	410223	
HYDRAULIC & AIR REPAIR	204.40	410239	
LOUIS' YAZOO SALES & SERVICE, LLC	10.95	410247	
M&D SUPPLY	262.20	410249	
MUNRO'S	34.00	410255	
OIL CITY TRACTORS, INC.	65.01	410259	
SMART'S TRUCK & TRAILER, INC.	92.64	410273	
TAC - TEXAS ASSN. OF COUNTIES	225.00	410280	
TRI-CON, INC.	2,952.25	410288	
MARTIN MARIEETA MATERIALS	390.00	410398	
			4,569.31**
ROAD & BRIDGE PCT.#2			
APAC, INC. - TROTTI & THOMSOM	15,755.60	410217	
ENTERGY	93.54	410234	
MUNRO'S	18.45	410255	
TRI-CON, INC.	5,662.56	410288	
MARTIN PRODUCT SALES LLC	260.51	410333	
			21,790.66**
ROAD & BRIDGE PCT. # 3			
AT&T	71.40	410275	
			71.40**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	594.65	410210	
APAC, INC. - TROTTI & THOMSOM	139.40	410217	
CHUCK'S WRECKER SERVICE	275.00	410224	
CITY OF BEAUMONT - WATER DEPT.	19.03	410225	
RB EVERETT & COMPANY, INC.	114.95	410227	
ENTERGY	1,090.13	410234	
H.D. INDUSTRIES, INC.	74,027.70	410235	
T. JOHNSON INDUSTRIES, INC.	45.00	410244	
M&D SUPPLY	170.04	410249	
MUNRO'S	62.43	410255	
SMART'S TRUCK & TRAILER, INC.	4.20	410273	
UNITED STATES POSTAL SERVICE	7.82	410306	
BEAUMONT FREIGHTLINER STERLING	266.80	410330	
ON TIME TIRE	408.77	410370	
SUBURBAN PROPANE L.P.	232.79	410381	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	215.80	410385	
			77,674.51**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	1.20	410306	
			1.20**
PARKS & RECREATION			
BARCO PRODUCTS COMPANY	208.52	410208	
ENTERGY	394.92	410234	
M&D SUPPLY	279.45	410249	
			882.89**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	691.09	410306	
ROCHESTER ARMORED CAR CO INC	352.00	410360	
			1,043.09*
COUNTY HUMAN RESOURCES			
BEAUMONT FAMILY PRACTICE ASSOC.	125.00	410219	
CASH ADVANCE ACCOUNT	1,042.11	410242	
UNITED STATES POSTAL SERVICE	2.50	410306	
			1,169.61*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
FRED PRYOR SEMINARS & CAREER TRACK	542.00	410265	
UNITED STATES POSTAL SERVICE	4.14	410306	
CANDACE PLESSALA	73.70	410341	
			619.84*
COUNTY CLERK			
FED EX	10.58	410229	
OFFICE DEPOT	397.97	410258	
XEROX CORPORATION	1,932.56	410293	
CDW COMPUTER CENTERS, INC.	1,144.29	410299	
UNITED STATES POSTAL SERVICE	313.77	410306	
CONFIRMDELIVERY.COM INC	25.00	410346	
			3,824.17*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	400.00	410232	
OFFICE DEPOT	467.51	410258	
UNITED STATES POSTAL SERVICE	69.84	410306	
HARVEY L WARREN III	500.00	410354	
THOMSON REUTERS-WEST	116.58	410379	
			1,553.93*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	12.67	410306	
			12.67*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	221.61	410306	
			221.61*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	410342	
			499.00*
PURCHASING DEPARTMENT			
FED EX	34.37	410229	
UNITED STATES POSTAL SERVICE	12.08	410306	
			46.45*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	145.00	410242	
OLMSTED-KIRK PAPER	3,315.00	410260	
TIME WARNER COMMUNICATIONS	2,440.57	410281	
TEXAS COFFEE COMPANY	96.20	410298	
ROCHESTER ARMORED CAR CO INC	3,820.78	410360	
SAM'S CLUB DIRECT	37.54	410375	
DYNAMEX INC	211.60	410384	
COLIN'S KITCHEN LLC	93.00	410399	
			10,159.69*
DATA PROCESSING			
GUARDIAN FORCE	36.00	410204	
SOUTHERN COMPUTER WAREHOUSE	312.47	410216	
OFFICE DEPOT	97.64	410258	
OLMSTED-KIRK PAPER	747.60	410260	
CDW COMPUTER CENTERS, INC.	487.56	410299	
VERIZON WIRELESS	75.98	410303	
TIGER DIRECT.COM	106.99	410345	
			1,864.24*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	159.78	410306	
			159.78*
DISTRICT ATTORNEY			
NASCO	391.01	410256	
UNITED STATES POSTAL SERVICE	347.69	410306	
			738.70*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	326.19	410306	
BARCODES LLC	110.00	410368	
			436.19*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
GAYLYN COOPER	2,070.02	410206	
CASH ADVANCE ACCOUNT	1,230.44	410242	
RENE MULHOLLAND	1,067.00	410290	
UNITED STATES POSTAL SERVICE	14.74	410306	
ANTOINETTE BRADLEY	1,982.50	410320	
			6,364.70*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.42	410306	
			.42*
60TH DISTRICT COURT			
OFFICE DEPOT	55.66	410258	
UNITED STATES POSTAL SERVICE	7.15	410306	
			62.81*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.83	410306	
			.83*
252ND DISTRICT COURT			
GAYLYN COOPER	1,700.00	410206	
THOMAS J. BURBANK, P.C.	1,767.75	410222	
LEAH HAYES	49.00	410237	
CHARLES ROJAS	900.00	410300	
UNITED STATES POSTAL SERVICE	145.91	410306	
ANTOINE FREEMAN	800.00	410339	
JAMES R. MAKIN, P.C.	1,500.00	410366	
ALEX BILL III	600.00	410367	
DANE DENNISON	800.00	410392	
			8,262.66*
279TH DISTRICT COURT			
DAVID GROVE	75.00	410211	
PHILLIP DOWDEN	650.00	410214	
ANITA F. PROVO	375.00	410264	
KEVIN S. LAINE	500.00	410297	
CHARLES ROJAS	500.00	410300	
LANGSTON ADAMS	500.00	410311	
J.T. HAYNES	500.00	410331	
THE PARKER LAW FIRM	500.00	410353	
JONATHAN L. STOVALL	150.00	410363	
STEFANIE L. ADAMS, ATTORNEY AT LAW	150.00	410364	
MATUSKA LAW FIRM	725.00	410388	
TARA SHELANDER	1,000.00	410391	
LAW OFFICE OF J SCOTT FREDERICK	500.00	410394	
			6,125.00*
317TH DISTRICT COURT			
GAYLYN COOPER	675.00	410206	
OFFICE DEPOT	64.48	410258	
TEXAS COURT REPORTERS ASSOCIATION	225.00	410284	
UNITED STATES POSTAL SERVICE	.49	410306	
JUDY PAASCH	2,278.33	410326	
			3,243.30*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	23.03	410306	
			23.03*
JUSTICE COURT-PCT 2			
STATE BAR OF TEXAS	20.00	410276	
			20.00*
JUSTICE COURT-PCT 4			
OFFICE DEPOT	99.34	410258	
			99.34*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	68.92	410306	
			68.92*
JUSTICE COURT-PCT 7			

NAME	AMOUNT	CHECK NO.	TOTAL
AT&T	29.96	410275	
			29.96*
COUNTY COURT AT LAW NO. 2			
GAYLYN COOPER	250.00	410206	
MARVA PROVO	1,000.00	410263	
NATHAN REYNOLDS, JR.	750.00	410267	
UNITED STATES POSTAL SERVICE	29.12	410306	
JOEL WEBB VAZQUEZ	250.00	410324	
ANTOINE FREEMAN	250.00	410339	
DUSTIN R. GALMOR	250.00	410362	
TERRENCE ALLISON	250.00	410377	
			3,029.12*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	26.62	410306	
			26.62*
COURT MASTER			
JUDGE LARRY GIST	3,134.90	410231	
OFFICE DEPOT	138.78	410258	
VERIZON WIRELESS	148.17	410303	
UNITED STATES POSTAL SERVICE	.49	410306	
			3,422.34*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.33	410306	
			3.33*
COMMUNITY SUPERVISION			
CDW COMPUTER CENTERS, INC.	4,854.52	410299	
			4,854.52*
SHERIFF'S DEPARTMENT			
FED EX	91.27	410229	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,470.00	410240	
KAY ELECTRONICS, INC.	16.28	410245	
MCNEILL INSURANCE AGENCY	71.00	410252	
OFFICE DEPOT	838.33	410258	
AT&T	264.12	410275	
VERIZON WIRELESS	3,153.17	410304	
UNITED STATES POSTAL SERVICE	1,196.88	410306	
BEAUMONT OCCUPATIONAL SERVICE, INC.	32.95	410308	
CHILD ABUSE & FORENSIC SERVICES	950.00	410309	
FIVE STAR FEED	1,940.31	410316	
CODE BLUE	990.00	410322	
CREATIVE PRODUCT SOURCING	1,579.25	410336	
SNAP-ON-TOOLS	898.70	410343	
SHERWIN-WILLIAMS	131.94	410348	
INTERSTATE ALL BATTERY CENTER - BMT	59.94	410349	
LONE STAR UNIFORMS	7,644.72	410400	
			21,328.86*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	207.90	410200	
FISHER SCIENTIFIC	304.48	410230	
SANITARY SUPPLY, INC.	66.12	410269	
CAYMAN CHEMICAL COMPANY	135.00	410355	
LIPOMED	38.00	410358	
			751.50*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	829.30	410198	
JOHNSTONE SUPPLY	69.48	410212	
BEAUMONT TRACTOR COMPANY	50.17	410220	
FAST SIGNS, INC.	82.14	410228	
W.W. GRAINGER, INC.	600.42	410233	
HERNANDEZ OFFICE SUPPLY, INC.	1,677.70	410238	
JACK BROOKS REGIONAL AIRPORT	1,242.32	410241	
KAY ELECTRONICS, INC.	6.30	410245	
M&D SUPPLY	62.27	410249	
PETTY CASH - SHERIFF'S OFFICE	197.00	410261	
SANITARY SUPPLY, INC.	2,455.10	410269	

NAME	AMOUNT	CHECK NO.	TOTAL
SHERWIN-WILLIAMS	1,133.35	410272	
AT&T	945.51	410275	
SUTHERLAND LUMBER CO.	8.79	410278	
TEXAS DEPT OF LICENSING &	180.00	410286	
WASTE MGT. GOLDEN TRIANGLE, INC.	194.74	410291	
PETROLEUM SOLUTIONS, INC.	724.13	410323	
TECHNOLOGY FOR ENERGY CORPORATION	384.00	410334	
WORLD FUEL SERVICES	510.82	410352	
FIVE STAR CORRECTIONAL SERVICE	34,690.20	410357	
A1 FILTER SERVICE COMPANY	737.60	410369	
INDUSTRIAL & COMMERCIAL MECHANICAL	691.06	410371	
MATERA PAPER COMPANY INC	3,026.17	410378	
THOMSON REUTERS-WEST	4,909.53	410380	
KROPP HOLDINGS INC	1,042.73	410382	
LONE STAR UNIFORMS	60.00	410400	
TX TAG	2.08	410402	
			56,512.91*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	66.70	410303	
UNITED STATES POSTAL SERVICE	11.19	410306	
KESHA NIXON	141.45	410332	
			219.34*
JUVENILE DETENTION HOME			
AMERICAN RED CROSS, INC.	81.00	410215	
OFFICE DEPOT	162.02	410258	
OAK FARM DAIRY	102.00	410296	
UNITED COMMUNICATIONS, INC.	989.59	410301	
CHARMTEX INC.	1,582.80	410317	
TRACE ARCHITECTURAL SPECIALTIES LLC	325.00	410365	
WASTEWATER TRANSPORT SERVICES LLC	918.00	410389	
			4,160.41*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	410303	
UNITED STATES POSTAL SERVICE	121.29	410306	
			349.23*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	410303	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	410303	
			113.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	410303	
UNITED STATES POSTAL SERVICE	13.65	410306	
			127.62*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	410303	
			113.97*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	410303	
			113.97*
COUNTY MORGUE			
TCT INDUSTRIES, INC.	4,660.00	410283	
			4,660.00*
AGRICULTURE EXTENSION SVC			
OFFICE DEPOT	213.22	410258	
UNITED STATES POSTAL SERVICE	1.40	410306	
			214.62*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	126.11	410306	
			126.11*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
NSO - NURSES SERVICE ORGANIZATION	109.00	410199	
OFFICE DEPOT	160.94	410258	
AT&T	29.96	410275	
TIME WARNER COMMUNICATIONS	81.10	410282	
MITY LITE, INC.	1,903.56	410312	
			2,284.56*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	226.54	410258	
AT&T	30.67	410275	
			257.21*
INDIGENT MEDICAL SERVICES			
LAGNIAPPE PHARMACY SERVICES LLC	56.88	410390	
			56.88*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	97.30	410197	
MARK'S PLUMBING PARTS	618.26	410198	
GUARDIAN FORCE	72.00	410204	
CITY OF BEAUMONT - WATER DEPT.	11,458.30	410225	
ECOLAB	209.95	410226	
W.W. GRAINGER, INC.	178.02	410233	
ENTERGY	54,010.46	410234	
M&D SUPPLY	102.43	410249	
MCCOWN PAINT & SUPPLY OF TEXAS	266.74	410250	
ACE IMAGEWEAR	148.69	410271	
AT&T	214.69	410275	
BAKER DISTRIBUTING COMPANY	385.39	410318	
OTIS ELEVATOR COMPANY	2,756.00	410319	
UNITED RENTALS	1,467.90	410329	
FIRETROL PROTECTION SYSTEMS, INC.	118.00	410344	
SHERWIN-WILLIAMS	134.61	410348	
MEMBER'S BUILDING MAINTENANCE LLC	22,687.76	410383	
			93,689.98*
MAINTENANCE-PORT ARTHUR			
AT&T	1,293.93	410275	
TEXAS GAS SERVICE	300.39	410314	
			1,594.32*
MAINTENANCE-MID COUNTY			
LOUIS AND COMPANY	87.05	410205	
ENTERGY	440.60	410234	
HARBOR FREIGHT TOOLS	135.90	410236	
ACE IMAGEWEAR	28.51	410271	
CENTERPOINT ENERGY RESOURCES CORP	25.81	410327	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	989.90	410395	
			1,707.77*
SERVICE CENTER			
ACTION AUTO GLASS	389.73	410207	
KINSEL FORD, INC.	75.87	410246	
PHILPOTT MOTORS, INC.	246.91	410262	
TRI-CON, INC.	9,100.86	410288	
ORANGE COUNTY ASSOCIATION FOR	88.50	410295	
VERIZON WIRELESS	42.10	410303	
BUMPER TO BUMPER	36.00	410325	
UNIFIRST HOLDINGS INC	21.97	410351	
			10,001.94*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	15.30	410306	
HILARY GUEST	123.94	410313	
			139.24*
			256,624.25**
MOSQUITO CONTROL FUND			
HILO / O'REILLY AUTO PARTS	128.99	410202	
MICRONAIR SALES & SERVICE, INC.	3,717.55	410253	
MUNRO'S	109.15	410255	
TEXAS DEPT OF AGRICULTURE	12.00	410285	
			3,967.69**
J.C. FAMILY TREATMENT CT.			

NAME	AMOUNT	CHECK NO.	TOTAL
JUDY PAASCH	50.00	410326	
SECURITY FEE FUND			50.00**
RALPH'S INDUSTRIAL ELECTRONICS	143.00	410268	
LAW LIBRARY FUND			143.00**
THOMSON REUTERS-WEST	4,013.08	410379	
GRT N MENTAL HEALTH SVCS			4,013.08**
ETR	2,071.93	410401	
JUVENILE TJPC-A-2014-123			2,071.93**
VERIZON WIRELESS	32.10	410303	
JUVENILE PROB & DET. FUND			32.10**
REGION V EDUCATION SERVICE CENTER	6,250.00	410266	
VERIZON WIRELESS	32.14	410303	
COMMUNITY SUPERVISION FND			6,282.14**
JOSEPH P. CHAMP	198.95	410201	
CASH ADVANCE ACCOUNT	451.80	410242	
PAMELA G. STEWART	26.36	410277	
VERIZON WIRELESS	120.90	410303	
UNITED STATES POSTAL SERVICE	115.96	410306	
JCCSC	100.00	410361	
JEFF. CO. WOMEN'S CENTER			1,013.97**
ALLIED ELECTRIC, INC.	249.75	410209	
BELL'S LAUNDRY	1,759.81	410221	
ECOLAB	82.95	410226	
ENTERGY	1,844.92	410234	
HERNANDEZ OFFICE SUPPLY, INC.	506.08	410238	
LUBE SHOP	41.24	410248	
M&D SUPPLY	88.69	410249	
KIM MCKINNEY, LPC, LMFT	75.00	410251	
OLMSTED-KIRK PAPER	293.50	410260	
SOUTHEAST TEXAS MEDICAL ASSOCIATES	10.00	410274	
SYSCO FOOD SERVICES, INC.	2,378.86	410279	
PETTY CASH - RESTITUTION I	101.13	410294	
TEXAS FIRE & COMMUNICATIONS	85.00	410302	
VERIZON WIRELESS	32.10	410303	
CLASSIC FORMS AND PRODUCTS	616.73	410315	
BEN E KEITH FOODS	2,680.46	410321	
REDWOOD TOXICOLOGY LABORATORY	980.00	410335	
ATTABOY TERMITE & PEST CONTROL	50.00	410350	
SAM'S CLUB DIRECT	127.20	410375	
MATERA PAPER COMPANY INC	611.31	410378	
DRUG DIVERSION PROGRAM			12,614.73**
DENA DEYOUNG	100.55	410374	
COUNTY CLK RECORDS ARCHIV			100.55**
ADVANCED OFFICE SYSTEMS, INC.	1,161.00	410203	
MANATRON	12,545.99	410338	
COUNTY RECORDS MANAGEMENT			13,706.99**
UNITED STATES POSTAL SERVICE	.42	410306	
DEPUTY SHERIFF EDUCATION			.42**
CASH ADVANCE ACCOUNT	2,294.78	410242	
CONST. PCT. 7 EDUCATION			2,294.78**

NAME	AMOUNT	CHECK NO.	TOTAL
CASH ADVANCE ACCOUNT	684.95	410242	
J.P. COURTROOM TECH. FUND			684.95**
VERIZON WIRELESS	151.98	410303	
HOTEL OCCUPANCY TAX FUND			151.98**
JOHNSON CONTROLS, INC.	1,449.00	410243	
VERIZON WIRELESS	37.99	410303	
CAPITAL PROJECTS FUND			1,486.99**
THE LABICHE ARCHITECTURAL GROUP	50.80	410218	
THE HEARTFIELD LAW FIRM	187.50	410359	
CTG BUILDING & CONSTRUCTION INC	61,463.00	410397	
AIRPORT FUND			61,701.30**
FJORD AVIATION FUELING	260.00	410213	
FAST SIGNS, INC.	3,998.81	410228	
MID-COUNTY ALTERNATOR	125.00	410254	
TRI-CITY FASTENER & SUPPLY	10.00	410287	
WYLIE MANUFACTURING CO.	211.64	410292	
VERIZON WIRELESS	75.98	410303	
UNITED STATES POSTAL SERVICE	.42	410306	
LOWE'S HOME CENTERS, INC.	19.25	410310	
RUTTY & MORRIS LLC	259.00	410337	
INTERSTATE ALL BATTERY CENTER - BMT	91.95	410349	
CRAWFORD ELECTRIC SUPPLY COMPANY	363.34	410376	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	26.95	410395	
SUPPLYWORKS	274.00	410396	
AIRPORT IMPROVE. GRANTS			5,716.34**
GARVER LLC	55,340.75	410356	
SETEC FUND			55,340.75**
PCM-G	1,135.50	410347	
WORKER'S COMPENSATION FD			1,135.50**
TRISTAR RISK MANAGEMENT	24,777.83	410328	
BAIL BONDING FUND			24,777.83**
COLEY "NICK" SALEME	296.11	410386	
COLEY "NICK" SALEME	296.11	410387	
SHERIFF'S FORFEITURE FUND			592.22**
CASH ADVANCE ACCOUNT	162.85	410242	
PAYROLL FUND			162.85**
JEFFERSON CTY. TREASURER	17,983.26	410184	
INTERNAL REVENUE SERVICE	300.00	410185	
JEFFERSON CTY. TREASURER - HEALTH	427,651.79	410186	
JEFFERSON CTY. TREASURER - PAYROLL	1,701,793.57	410187	
JEFFERSON CTY. TREASURER - PAYROLL	630,379.70	410188	
JEFFERSON CTY. TREASURER	110.61	410189	
JEFFERSON CTY. TREASURER - TCDRS	590,972.76	410190	
TENNESSEE CHILD SUPPORT	115.38	410191	
SBA - U S DEPARTMENT OF TREASURY	168.49	410192	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	410193	
ECMC	2.50	410194	
IL DEPT OF HEALTCARD AND FAMILY SER	49.85	410195	
COLLEGE ASIST	119.83	410196	
APPELLATE JUDICIAL SYSTEM			3,369,764.97**
9TH COURT OF APPEALS	2,190.00	410340	
ORCA - IKE			2,190.00**

NAME	AMOUNT	CHECK NO.	TOTAL
MK CONSTRUCTORS	19,085.50	410372	
MK CONSTRUCTORS	50,408.64	410373	
			69,494.14**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.94	410303	
			227.94**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	279.50	410241	
SETZER HARDWARE, INC.	10.58	410270	
SIERRA SPRING WATER CO. - BT	70.36	410307	
APPLIED SECURITY TECHNOLOGIES INC	105.00	410393	
			465.44**
			4,002,035.28***

Dia de las elecciones
ELECCIÓN SOMBRE ENMIENDAS
A LA CONSTITUCIÓN del 04
novi

Election Day
November 3, 2015
Constitutional Amendment Election

Countywide Polling Places
(Lugares de votacion del Condado)

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (todos)	Amelia Elementary School	565 S. Major Dr	Beaumont, TX
ALL (todos)	Beaumont Municipal Airport	455 Keith Rd.	Beaumont, TX
ALL (todos)	Bevil Oaks Civic Center	7390 Sweetgum Rd.	Bevil Oaks, TX
ALL (todos)	BISD Administration Building	3395 Harrison Ave.	Beaumont, TX
ALL (todos)	Calvary Baptist Church	3650 Dowlen Rd.	Beaumont, TX
ALL (todos)	Dishman Elementary	3475 Champions Dr.	Beaumont, TX
ALL (todos)	O.C. Mike Taylor Career Center	2330 North St.	Beaumont, TX
ALL (todos)	Precinct 1 Service Center	20205 W. Hwy. 90	Beaumont, TX
ALL (todos)	Rogers Park Community Center	6540 Gladys Ave.	Beaumont, TX
ALL (todos)	Roy Guess Elementary	8055 Voth Rd.	Beaumont, TX
ALL (todos)	Hebert Library	2025 Merriman St.	Port Neches, TX
ALL (todos)	Central Gardens Fire Station	3707 Central Blvd.	Nederland, TX
ALL (todos)	Groves Elementary	3901 Cleveland Ave.	Groves, TX
ALL (todos)	Nederland City Hall	207 N 12th Street	Nederland, TX
ALL (todos)	Jerry Ware Airport Terminal	5000 Jerry Ware Dr.	Beaumont, TX
ALL (todos)	JP4 BLDG	19217 FM 365	Beaumont, TX
ALL (todos)	LaBelle-Fannett VFD	12880 FM 365	Beaumont, TX
ALL (todos)	Bob Henson Public Works Building	1903 Atlanta	Nederland, TX
ALL (todos)	Port Neches City Hall	1005 Merriman	Port Neches, TX
ALL (todos)	West Groves Education Center	5840 W. Jefferson Blvd.	Groves, TX
ALL (todos)	DeQueen Elementary	740 DeQueen Blvd.	Port Arthur, TX
ALL (todos)	El Vista Community Center	615 Ellias St.	Port Arthur, TX
ALL (todos)	Jefferson County Sub-Courthouse	525 Lakeshore Dr.	Port Arthur, TX
ALL (todos)	Memorial 9th Grade Academy	2441 61st St.	Port Arthur, TX
ALL (todos)	O.W. Collins Apartment Complex	4440 Gulfway Dr.	Port Arthur, TX
ALL (todos)	Port Arthur Public Library	4615 9th Ave.	Port Arthur, TX
ALL (todos)	Port Arthur Recreation Center	1308 9th Ave.	Port Arthur, TX
ALL (todos)	R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX
ALL (todos)	Travis Elementary	1115 Lakeview Ave.	Port Arthur, TX
ALL (todos)	Willie Ryman III Community Center	3248 39th St.	Port Arthur, TX
ALL (todos)	Alice Keith Park Recreation Center	4075 Highland Ave.	Beaumont, TX
ALL (todos)	Charlton-Pollard Elementary	825 Jackson St.	Beaumont, TX

Precincts (precintos)	Election Day Polling Places (Localizaciones)	ADDRESS (Dirección)	
ALL (todos)	Dr. Mae Jones Clark	3525 Cleveland	Beaumont, TX
ALL (todos)	Hamshire Community Building	12393 2nd St.	Hamshire, TX
ALL (todos)	Jefferson County Courthouse	1001 Pearl St.	Beaumont, TX
ALL (todos)	MLK Middle School	1400 Avenue A	Beaumont, TX
ALL (todos)	John Paul Davis Community Center	3580 E. Lucas Dr.	Beaumont, TX
ALL (todos)	Precinct 4 Service Center	7780 Boyt Rd.	Beaumont, TX
ALL (todos)	Sterling Pruitt Center	2930 Gulf St.	Beaumont, TX
ALL (todos)	Theodore Johns Library	4255 Fannett Rd.	Beaumont, TX

Jefferson Couny Courthouse
P.O. Box 4025
Beaumont, Texas 77704

RECEIVED JUL 16 2015

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Eddie Arnold

Jefferson County
Commissioner Pct. #1

July 16, 2015

Loma George
Judge Branick's Office

RE: Agenda Items

Please place this item on the July 27, 2015 Commissioners' Court agenda.

Consider and possible approve, execute, receive and file the reappointment of Ms. Rebecca Ford to the Spindletop MHMR Services Board of Trustees, this is a 2 year term.

Thank you,

Eddie Arnold

Eddie Arnold
Jefferson County Commissioner Pct #1

PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the _____ day of _____, 2015, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Proclamation was adopted:

PIONEERING WOMEN

WHEREAS, Pioneering Women is a grass-roots organization founded to enhance the lives of women, and its mission is to motivate, educate, activate and uplift women for the betterment of humanity; and

WHEREAS, August 6, 2015, is "Celebrating the 19th Amendment Day" commemorating the 94th Anniversary of the ratification of the 19th Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle; and the victory took decades of agitation and protest; and

WHEREAS, this milestone is something many of us take for granted today with our busy schedules, Pioneering Women is dedicated to honoring the legacy of those past pioneers and spotlighting the contributions of present day pioneers in our community; and

WHEREAS, the "Celebrating of the 19th Amendment" honoree luncheon on August 6, 2015, will celebrate five extraordinary women for their dedication and contributions to their professions and our communities; Carol Fernandez, Mary Ann Reid, Vicki Derese, Mary Simon, and Estrelda Sonnier; and

WHEREAS, Pioneering Women financially supports many non-profit organizations in the community as well as provide students of higher learning textbooks, 2nd Chances to students seeking high school equivalency with GED tests and supporting Women in Crisis.

THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas that in honor and recognition of the 94th Anniversary of the 19th Amendment and all women in our community living the legacy, do hereby declare August 6, 2015, as "Celebrating the 19th Amendment Day."

Signed this _____day of _____, 2015.

_____
JUDGE JEFF R. BRANICK
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D.ALFRED
Precinct No. 4

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT
Reporting Period: 11/18/2014 - 11/17/2015

Hon. Allison Nathan Getz
Tax Assessor Collector
Jefferson County
PO Box 2112
Beaumont, TX 77704-2112

ID: 239274
Phone: (409) 835-8516
Fax:
Enrollment Date: 11/18/2014

Date	Course	Units
11/25/2014	New Tax Assessor-Collector Orientation	2.00
11/26/2014	Budget Planning	1.00
11/26/2014	FLSA, USERRA, & Sexual Harassment	1.00
11/26/2014	FMLA: What Every Employer Needs to Know	1.00
11/26/2014	Motor Vehicle Sales Tax & Fee Collection	1.00
11/26/2014	Public Records: Release, Management & Retention	1.00
11/26/2014	Voter Registration & Chapter 19 Funds	1.00
11/26/2014	FLSA, USERRA, & Sexual Harassment	1.00
12/01/2014	Fundamentals of the Americans with Disabilities Act	1.00
12/01/2014	Manufactured Housing & Boat and Motor Titling & Registration	1.00
12/10/2014	Ethics for County Tax Assessor-Collectors	1.00
12/10/2014	Single Sticker-RTS Training	1.50
02/09/2015	Intro to Property Tax Administration	20.00
02/11/2015	Intro to Property Tax Appraisal	20.00
02/15/2015	TAAD Annual Conference	12.00
02/19/2015	ACT February 2015	1.00
03/11/2015	Advanced Assessments and Collections	18.00
04/28/2015	Property Tax Assessments and Collections	26.00
05/19/2015	Property Tax Law	32.00
06/03/2015	Truth in Taxation	16.00
06/04/2015	Truth in Taxation	16.00
06/14/2015	TACA Annual Conference-Lubbock	13.00
06/24/2015	ACT Software User's Conference- San Antonio	8.50

Total Hours for year: 196.00

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.

07/16/2015

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 11/18/2014 - 11/17/2015

You have met your continuing education requirements for the period 11/18/2014 - 11/17/2015.

You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.

07/16/2015

Please contact the Tax Assessor-Collectors Association Director of Education by email @ roving@brazoria-county.com with any questions.

SHERIFF SALE
SEPTEMBER 1, 2015

The location for the September 1, 2015 Sheriff Sale will be held in the Courthouse Annex Bldg., in the Texas A&M Agri-Life Extension on the second floor (Suite #200).
The address for the annex is: 1225 Pearl St, Beaumont, TX.

1. CAUSE: A-134003
ACCOUNT: 062450-006800
STYLE: JEFFERSON COUNTY VS ALLIED MERCHANTS BANK RETIREMENT
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: 50'x100' OF LOT 40 SUBURBAN ACRES GARDENS
APPROXIMATE LOCATION: 3720 - 39TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 2,200.00
MINIMUM STARTING BID: $ 2,200.00

2. CAUSE: A-134260
ACCOUNT: 012100-001700
STYLE: COUNTY OF JEFFERSON, ET AL VS MOLLIE BEAN, INDIV., AND AS TRUSTEE FOR THE FLORA JACKSON TRUST
ORIGINAL SHERIFF SALE DATE: 12/03/2013
DESCRIPTION: LOT 11 BLOCK 5 CHAISON ADD
APPROXIMATE LOCATION: 1330 LOUISIANA ST., BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 1,960.00
MINIMUM STARTING BID: $ 1,960.00

3. CAUSE: A-156894
ACCOUNT: 036090-011900
STYLE: COUNTY OF JEFFERSON VS ELLLA COILA RICHARDSON CROWN, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: UND 1/5 INT IN SE ¼ = 1 AC BLOCK 27 TH LANGHAM
APPROXIMATE LOCATION: BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 21,780.00
MINIMUM STARTING BID: $ 500.00

4A. CAUSE: A-163285 (A)
ACCOUNT: 026400-001800
STYLE: COUNTY OF JEFFERSON VS GULF WESTERN FOUNDATION, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 18 BLOCK 1 HANNAH EST
APPROXIMATE LOCATION: 60TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 83.48 (2012)
CURRENT YEAR VALUE: $ 2,290.00
MINIMUM STARTING BID: $ 50.00

4B. CAUSE: A-163285 (B)
ACCOUNT: 026400-001900
STYLE: COUNTY OF JEFFERSON VS GULF WESTERN FOUNDATION ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 19 BLOCK 1 HANNAH EST
APPROXIMATE LOCATION: 60TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 83.48 (2012)
CURRENT YEAR VALUE: $ 2,290.00
MINIMUM STARTING BID: $ 50.00

4C. CAUSE: A-163285 (C)
ACCOUNT: 026400-008400
STYLE: COUNTY OF JEFFERSON VS GULF WESTERN FOUNDATION ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: L10 BLOCK 5 HANNAH EST
APPROXIMATE LOCATION: MAPLE ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 110.78 (2012)
CURRENT YEAR VALUE: $ 3,040.00
MINIMUM STARTING BID: $ 50.00

4D. CAUSE: A-163285 (D)
ACCOUNT: 026400-008500
STYLE: COUNTY OF JEFFERSON VS GULF WESTERN FOUNDATION, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 11 BLOCK 5 HANNAH EST
APPROXIMATE LOCATION: MAPLE ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 110.78 (2012)
CURRENT YEAR VALUE: $ 3,040.00
MINIMUM STARTING BID: $ 50.00

5. CAUSE: A-163689
ACCOUNT: 006450-010300
STYLE: COUNTY OF JEFFERSON VS JOE CLINTON HARRIS, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 7 BLOCK 9 BOOKER HEIGHTS
APPROXIMATE LOCATION: 2045 WASHINGTON BLVD, BEAUMONT
ADDITIONAL TAXES DUE: $ 133.55 (2012)
CURRENT YEAR VALUE: $ 3,920.00
MINIMUM STARTING BID: $ 50.00

6. CAUSE: A-178945
ACCOUNT: 002550-001000
STYLE: JEFFERSON COUNTY VS YOLANDA VEAZIE, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 10 BLOCK 1 AVERILL
APPROXIMATE LOCATION: 2269 LIBERTY, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 4,800.00
MINIMUM STARTING BID: $ 50.00

7A. CAUSE: A-182591 (A)
ACCOUNT: 005250-009700
STYLE: JEFFERSON COUNTY VS JOHN DEYOUNG, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: W50' L 145 TO L147 BLOCK 13 BLANCHETTE 1
APPROXIMATE LOCATION: BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 2,000.00
MINIMUM STARTING BID: $ 50.00

7B. CAUSE: A-182591 (B)
ACCOUNT: 016500-004600
STYLE: JEFFERSON COUNTY VS JOHN DEYOUNG, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: N 272.9' OF W 50' LOT 8 BLOCK 4 DISHMAN
APPROXIMATE LOCATION: BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 2,480.00
MINIMUM STARTING BID: $ 50.00

8. CAUSE: A-183201
ACCOUNT: 246405-003500
STYLE: JEFFERSON COUNTY VS MAURICE J. THOMAS
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: PLAT D-5 TR 27 A WILLIAMS
APPROXIMATE LOCATION: 3070 CONCORD RD., BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 23,020.00
MINIMUM STARTING BID: $ 500.00

9. CAUSE: A-184727
ACCOUNT: 014050-000500
STYLE: JEFFERSON COUNTY VS COREY DUMAS AKA COREY LYNN DUMAS, ET AL
ORIGINAL SHERIFF SALE DATE: 05/01/2012
DESCRIPTION: LOT 5 BLOCK 1 COMSTOCK PL
APPROXIMATE LOCATION: 6650 REBECCA LN, BEAUMONT
ADDITIONAL TAXES DUE: $ 74.11 (2012)
CURRENT YEAR VALUE: $ 4,930.00
MINIMUM STARTING BID: $ 50.00

10. CAUSE: A-185588
ACCOUNT: 053400-058800
STYLE: JEFFERSON COUNTY VS SHEDRICH JONES ET AL
ORIGINAL SHERIFF SALE DATE: 05/01/2012
DESCRIPTION: S88' OF E5' OF LOT 11 & S88' OF LOT 12 BLOCK 51 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 849 9TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 14.64 (2012)
CURRENT YEAR VALUE: $ 910.00
MINIMUM STARTING BID: $ 50.00

11. CAUSE: A-187687
ACCOUNT: 063000-002100
STYLE: JEFFERSON COUNTY VS DOROTHY C. MACK
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 21 & LOT 22 BLOCK 1 SUNSET GARDENS
APPROXIMATE LOCATION: 6009 PINE AVE, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 134.11 (2012)
CURRENT YEAR VALUE: $ 3,680.00
MINIMUM STARTING BID: $ 50.00

12. CAUSE: A-189234
ACCOUNT: 053400-003700
STYLE: JEFFERSON COUNTY VS VELMA NERO
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: LOT 1 BLOCK 4 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 1048 12TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 1,728.83 (2013)
CURRENT YEAR VALUE: $ 38,240.00
MINIMUM STARTING BID: $ 500.00

13. CAUSE: A-189414
ACCOUNT: 023000-011900
STYLE: JEFFERSON COUNTY VS HAROLD SMITH ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 8 & LOT 9 BLOCK 203 GLENWOOD
APPROXIMATE LOCATION: 4292 DETROIT, BEAUMONT
ADDITIONAL TAXES DUE: $ 200.36 (2012)
CURRENT YEAR VALUE: $ 5,880.00
MINIMUM STARTING BID: $ 50.00

14. CAUSE: A-191081
ACCOUNT: 010850-046100
STYLE: JEFFERSON COUNTY VS RANDOLPH LEVINE, ET AL
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: LOT 1 BLOCK 51 CARTWRIGHT
APPROXIMATE LOCATION: 2605 SAN JACINTO, BEAUMONT
ADDITIONAL TAXES DUE: $ 1,051.04 (2013)
CURRENT YEAR VALUE: $ 24,670.00
MINIMUM STARTING BID: $ 500.00

15. CAUSE: A-191085
ACCOUNT: 053400-024900
STYLE: JEFFERSON COUNTY VS LAUREN ASHLEY SMALLEY
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 3 BLOCK 22 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 730 THOMAS BLVD, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 44.79 (2012)
CURRENT YEAR VALUE: $ 1,230.00
MINIMUM STARTING BID: $ 50.00

16. CAUSE: A-195289
ACCOUNT: 021500-007600
STYLE: JEFFERSON COUNTY VS MARY L. SAMS
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: N 90' LOT 11 BLOCK 5 FOURTH ST. ACRES
APPROXIMATE LOCATION: 2815 S. 6TH, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 4,100.00
MINIMUM STARTING BID: $ 50.00

17. CAUSE: B-145350
ACCOUNT: 053400-547900
STYLE: COUNTY OF JEFFERSON VS MAE OLA JORDAN, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 11 BLOCK 494 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 937 13TH ST., PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 20,500.00
MINIMUM STARTING BID: $ 20,500.00

18. CAUSE: B-151932
ACCOUNT: 012250-002500
STYLE: COUNTY OF JEFFERSON VS BOBBY E. KNOWLES, ET AL
ORIGINAL SHERIFF SALE DATE: 12/06/2011
DESCRIPTION: LOT 1 BLOCK 6 TR 2 WW CHAISON
APPROXIMATE LOCATION: BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 2,920.00
MINIMUM STARTING BID: $ 2,920.00

19. CAUSE: B-159797
ACCOUNT: 011550-003100
STYLE: COUNTY OF JEFFERSON VS LIONS SOCIAL CLUB OF BEAUMONT, ET AL
ORIGINAL SHERIFF SALE DATE: 12/06/2011
DESCRIPTION: LOT 6 BLOCK 2 CARVER TERRACE
APPROXIMATE LOCATION: 3447 WASHINGTON BLVD, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 5,650.00
MINIMUM STARTING BID: $ 50.00

20. CAUSE: B-162382
ACCOUNT: 053300-114500
STYLE: COUNTY OF JEFFERSON VS CARL SWAFFORD, ET AL
ORIGINAL SHERIFF SALE DATE: 05/01/2012
DESCRIPTION: W71.6' OF E171.6' OF S75' LOT 5 4B BLOCK 23 PORT ACRES N OF PRIVATE RD
APPROXIMATE LOCATION: 3013 61ST ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 44.39 (2012)
CURRENT YEAR VALUE: $ 2,760.00
MINIMUM STARTING BID: $ 50.00

21. CAUSE: B-178511
ACCOUNT: 032500-001100
STYLE: JEFFERSON COUNTY VS PINNACLE CARE, LLC
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: LOT 14 BLOCK 1 JOHNSON
APPROXIMATE LOCATION: 1994 PENNSYLVANIA, BEAUMONT
ADDITIONAL TAXES DUE: $ 37.50 (2012)
CURRENT YEAR VALUE: $ 2,250.00
MINIMUM STARTING BID: $ 50.00

22. CAUSE: B-178716
ACCOUNT: 010900-012500
STYLE: JEFFERSON COUNTY VS FIDELITY FUNDING MORTGAGE CORP
ORIGINAL SHERIFF SALE DATE: 12/06/2011
DESCRIPTION: W ½ LOT 1 LOT 2 BLOCK 126 CARTWRIGHT 2
APPROXIMATE LOCATION: 2805 SAN ANTONIO, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 1,480.00
MINIMUM STARTING BID: $ 50.00

23. CAUSE: B-181343
ACCOUNT: 006450-032000
STYLE: JEFFERSON COUNTY VS ANITA C PUGH NKA ANITA BERNARD ET AL
ORIGINAL SHERIFF SALE DATE: 04/07/2015
DESCRIPTION: LOT 14 TR 1 BLOCK 18 BOOKER HTS
APPROXIMATE LOCATION: 2355 HARRIOT ST, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 890.00
MINIMUM STARTING BID: $ 50.00

24. CAUSE: B-185990
ACCOUNT: 300036-055000 & 300036-055001
STYLE: JEFFERSON COUNTY VS PAMELA ANN HARDY ET AL
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: ABST 36 TRS 44 & 72 M F LAZARIN UND 1/3 & 2/3 INT
APPROXIMATE LOCATION: 305 AVE B, CHINA
ADDITIONAL TAXES DUE: $ 291.44 (2013)- PLUS 2013 HJISD TAX OF $334.64
CURRENT YEAR VALUE: $ 26,190.00
MINIMUM STARTING BID: $ 500.00

25. CAUSE: B-186245
ACCOUNT: 053400-050700
STYLE: JEFFERSON COUNTY VS MARY NICKS, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: S 80x15' & E 35' LOT 8 & W ½ LOT 9 BLOCK 45 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 223 9TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 717.12 (2012)
CURRENT YEAR VALUE: $ 17,620.00
MINIMUM STARTING BID: $ 50.00

26A. CAUSE: B-186984 (A)
ACCOUNT: 002550-073000
STYLE: JEFFERSON COUNTY VS CYB PARTNERSHIP LTD, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: E ½ LOT 18 & W ½ LOT 19 BLOCK 45 AVERILL
APPROXIMATE LOCATION: 2560 BROADWAY, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 12,500.00
MINIMUM STARTING BID: $ 50.00

26B. CAUSE: B-186984 (B)
ACCOUNT: 002550-074300
STYLE: JEFFERSON COUNTY VS CYB PARTNERSHIP LTD, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 9 BLOCK 46 AVERILL
APPROXIMATE LOCATION: 2555 BROADWAY, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 12,500.00
MINIMUM STARTING BID: $ 50.00

27. CAUSE: B-189490
ACCOUNT: 010900-013700
STYLE: JEFFERSON COUNTY VS ALEX EDWARD
ORIGINAL SHERIFF SALE DATE: 05/01/2012
DESCRIPTION: LOT 1 & LOT 2 BLOCK 127 CARTWRIGHT 2ND
APPROXIMATE LOCATION: 2805 HOUSTON, BEAUMONT
ADDITIONAL TAXES DUE: $ 243.02 (2012)
CURRENT YEAR VALUE: $ 2,450.00
MINIMUM STARTING BID: $ 50.00

28. CAUSE: B-192113
ACCOUNT: 053400-263300
STYLE: JEFFERSON COUNTY VS LEONOR ARMSTRONG ORPHY
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: LOT 12 BLOCK 231 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 1649 8TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 859.88 (2013)
CURRENT YEAR VALUE: $ 19,020.00
MINIMUM STARTING BID: $ 50.00

29. CAUSE: B-192118
ACCOUNT: 054450-011190
STYLE: JEFFERSON COUNTY VS JAMES MELTON SMITH, ET AL
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: LOT 21 & LOT 22 BLOCK 11 RACHFORD & DEARING
APPROXIMATE LOCATION: 324 AVENUE F, PORT NECHES
ADDITIONAL TAXES DUE: $ 2,333.21 (2013)
CURRENT YEAR VALUE: $ 3,920.00
MINIMUM STARTING BID: $ 50.00

30. CAUSE: B-192259
ACCOUNT: 030100-012800
STYLE: JEFFERSON COUNTY VS GOSBY KING, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 8 BLOCK 8 HOME TO BOWENVILLE
APPROXIMATE LOCATION: BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 4,320.00
MINIMUM STARTING BID: $ 50.00

31A. CAUSE: B-194063 (A)
ACCOUNT: 053350-005100
STYLE: JEFFERSON COUNTY VS GABT MANAGEMENT, LC
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: LOT 10 BLOCK 5 PORT ACRES TERRACE
APPROXIMATE LOCATION: PORT ARTHUR
ADDITIONAL TAXES DUE: $ 51.33 (2014)
CURRENT YEAR VALUE: $ 2,830.00
MINIMUM STARTING BID: $ 50.00

31B. CAUSE: B-194063 (B)
ACCOUNT: 053350-006200
STYLE: JEFFERSON COUNTY VS GABT MANAGEMENT, LC
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: LOT 17 BLOCK 6 PORT ACRES TERRACE
APPROXIMATE LOCATION: PORT ARTHUR
ADDITIONAL TAXES DUE: $ 51.33 (2014)
CURRENT YEAR VALUE: $ 2,830.00
MINIMUM STARTING BID: $ 50.00

31C. CAUSE: B-194063 (C)
ACCOUNT: 053350-006300
STYLE: JEFFERSON COUNTY VS GABT MANAGEMENT, LC
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: LOT 18 BLOCK 6 PORT ACRES TERRACE
APPROXIMATE LOCATION: PORT ARTHUR
ADDITIONAL TAXES DUE: $ 51.33 (2014)
CURRENT YEAR VALUE: $ 2,830.00
MINIMUM STARTING BID: $ 50.00

31D. CAUSE: B-194063 (D)
ACCOUNT: 053350-002800
STYLE: JEFFERSON COUNTY VS GABT MANAGEMENT, LC
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: S 40’ OF LOT 6 & N 20’ LOT 7 BLOCK 3
PORT ACRES TERRACE
APPROXIMATE LOCATION: PORT ARTHUR
ADDITIONAL TAXES DUE: $ 61.48 (2014)
CURRENT YEAR VALUE: $ 3,390.00
MINIMUM STARTING BID: $ 50.00

32. CAUSE: B-194066
ACCOUNT: 049400-050300
STYLE: JEFFERSON COUNTY VS GREER CONSTRUCTION CO., INC
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 3 TR 3 LOT 6&7 TR 4 BLOCK 17 RANGE M PALCO 2.0 AC
APPROXIMATE LOCATION: PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 47,650.00
MINIMUM STARTING BID: $ 500.00

33. CAUSE: D-155152
ACCOUNT: 045250-003700
STYLE: COUNTY OF JEFFERSON VS ESTATE OF WILLIE MAE BURKS ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 14 BLOCK 3 MOUNT OLIVE
APPROXIMATE LOCATION: 3145 TALIAFERRO, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 1,360.00
MINIMUM STARTING BID: $ 50.00

34. CAUSE: D-163996
ACCOUNT: 011550-003200
STYLE: COUNTY OF JEFFERSON VS EVERETTE JOHNSON
ORIGINAL SHERIFF SALE DATE: 12/06/2011
DESCRIPTION: LOT 7 BLOCK 2 CARVER TERRACE
APPROXIMATE LOCATION: BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 5,650.00
MINIMUM STARTING BID: $ 50.00

35. CAUSE: D-173555
ACCOUNT: 057800-002000
STYLE: COUNTY OF JEFFERSON VS LOIS A BERG ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: TR C 8 1 SABINE PASS .344 AC
APPROXIMATE LOCATION: DOWLING RD, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 89.77 (2012)
CURRENT YEAR VALUE: $ 4,000.00
MINIMUM STARTING BID: $ 50.00

36. CAUSE: D-186035
ACCOUNT: 053400-562300
STYLE: JEFFERSON COUNTY VS ESTESBAN SOLIS, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT A REPLAT OF LOT 11 & LOT 12 BLOCK 507 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 345 12TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 18,330.00
MINIMUM STARTING BID: $ 500.00

37. CAUSE: D-186061
ACCOUNT: 037850-000700
STYLE: JEFFERSON COUNTY VS DOROTHY JOSEPH ET AL
ORIGINAL SHERIFF SALE DATE: 05/03/2011
DESCRIPTION: LOT 7 LINCOLN TERRACE 3RD
APPROXIMATE LOCATION: 4525 ABRAHAM, BEAUMONT
ADDITIONAL TAXES DUE: $ 48.60 (2011)
CURRENT YEAR VALUE: $ 2,880.00
MINIMUM STARTING BID: $ 50.00

38. CAUSE: D-186178
ACCOUNT: 007200-003400
STYLE: JEFFERSON COUNTY VS KRIS BRYANT
ORIGINAL SHERIFF SALE DATE: 04/07/2015
DESCRIPTION: LOT 20 N ½ 19 BLOCK 3 BRIARCLIFF
APPROXIMATE LOCATION: 2325 CENTRAL, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 13,520.00
MINIMUM STARTING BID: $ 50.00

39. CAUSE: D-186244
ACCOUNT: 053300-089900
STYLE: JEFFERSON COUNTY VS VICENTA ELAINE DARTEZ, ET AL
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: S 210’ OF W 85’ OF E 160’ OF LOT 9 BLOCK 15 PORT ACRES
APPROXIMATE LOCATION: 2863 60TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 1,273.10 (2013)
CURRENT YEAR VALUE: $ 30,600.00
MINIMUM STARTING BID: $ 500.00

40. CAUSE: D-192091
ACCOUNT: 044650-095100
STYLE: JEFFERSON COUNTY VS JOSE ANGEL BRILLOUES
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: F OR S 45’ OF LOT 10 & LOT 11 BLOCK 582 MODEL
APPROXIMATE LOCATION: 1100 2ND AVE, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 23,660.00
MINIMUM STARTING BID: $ 500.00

41. CAUSE: D-192100
ACCOUNT: 049550-013150
STYLE: JEFFERSON COUNTY VS OSCAR JOSEPH BERNARD ET AL
ORIGINAL SHERIFF SALE DATE: 12/03/2013
DESCRIPTION: LOT 1, 2, 3, & 4, 9, 10, 11 BLOCK 6 PALOMAR
APPROXIMATE LOCATION: WEST PORT ARTHUR RD, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 106,720.00
MINIMUM STARTING BID: $ 500.00

42. CAUSE: D-194050
ACCOUNT: 011650-011200
STYLE: JEFFERSON COUNTY VS DANIEL WEEKS, ET AL
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: LOT 39 BLOCK 3 CEDAR CREST
APPROXIMATE LOCATION: 3243 OAKS AVE, GROVES
ADDITIONAL TAXES DUE: $ 230.50 (2014)
CURRENT YEAR VALUE: $ 13,670.00
MINIMUM STARTING BID: $ 50.00

43. CAUSE: D-194434
ACCOUNT: 053400-495600
STYLE: JEFFERSON COUNTY VS JOHN THOMAS, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 4 BLOCK 442 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 720 18TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 980.00
MINIMUM STARTING BID: $ 50.00

44. CAUSE: D-195429
ACCOUNT: 053400-411900
STYLE: JEFFERSON COUNTY VS LARRY HAYES, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 11 BLOCK 366 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 1839 14TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 24,300.00
MINIMUM STARTING BID: $ 500.00

45. CAUSE: E-130130
ACCOUNT: 035000-036800
STYLE: COUNTY OF JEFFERSON ET AL VS J.A. CRUSETURNER
ORIGINAL SHERIFF SALE DATE: 05/04/2004
DESCRIPTION: LOT 22 BLOCK 16 LAKEVIEW
APPROXIMATE LOCATION: 5225 4TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 2,910.00
MINIMUM STARTING BID: $ 2,910.00

46. CAUSE: E-133961
ACCOUNT: 010600-001100
STYLE: JEFFERSON COUNTY VS SYBIL GAYLES, TRUSTEE
ORIGINAL SHERIFF SALE DATE: 04/07/2015
DESCRIPTION: LOT 11 BLOCK 1 D CARR
APPROXIMATE LOCATION: 1963 NORA, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 1,370.00
MINIMUM STARTING BID: $ 50.00

47. CAUSE: E-158817
ACCOUNT: 010850-011300
STYLE: COUNTY OF JEFFERSON VS WILLIE TANTON, ET AL
ORIGINAL SHERIFF SALE DATE: 12/06/2011
DESCRIPTION: LOT 5 BLOCK 12 CARTWRIGHT
APPROXIMATE LOCATION: 2475 SAN JACINTO, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 1,960.00
MINIMUM STARTING BID: $ 50.00

48. CAUSE: E-168295
ACCOUNT: 037800-004400
STYLE: COUNTY OF JEFFERSON VS ESTATE OF GIFFORD B TURNER DEC, ET AL
ORIGINAL SHERIFF SALE DATE: 10/02/2012
DESCRIPTION: LOT 14 BLOCK 3 LINCOLN TERRACE 2
APPROXIMATE LOCATION: 4495 S. 5TH ST, BEAUMONT
ADDITIONAL TAXES DUE: $ 1,302.92 (2012)
CURRENT YEAR VALUE: $ 38,240.00
MINIMUM STARTING BID: $ 500.00

49. CAUSE: E-169192
ACCOUNT: 044650-012900
STYLE: COUNTY OF JEFFERSON VS CRAWFORD WALKER, ET AL
ORIGINAL SHERIFF SALE DATE: 12/03/2013
DESCRIPTION: LOT 1 & LOT 2 BLOCK 523 MODEL
APPROXIMATE LOCATION: 3148 6TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 9,850.00
MINIMUM STARTING BID: $ 50.00

50. CAUSE: E-178478
ACCOUNT: 019150-002800
STYLE: JEFFERSON COUNTY VS DELBRA FAYE REDMOND FONTENOT, ET AL
ORIGINAL SHERIFF SALE DATE: 12/06/2011
DESCRIPTION: LOT 6 BLOCK 2 ELEVENTH ST PLACE
APPROXIMATE LOCATION: 2420 RANIER, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 3,230.00
MINIMUM STARTING BID: $ 50.00

51. CAUSE: E-186029
ACCOUNT: 048150-000900
STYLE: JEFFERSON COUNTY VS PEARL HARMON, ET AL
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: LOT 9 BLOCK 1 OAKLAWN
APPROXIMATE LOCATION: 5717 GRANT, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 984.68 (2013)
CURRENT YEAR VALUE: $ 21,780.00
MINIMUM STARTING BID: $ 500.00

52. CAUSE: E-186190
ACCOUNT: 023500-009800
STYLE: JEFFERSON COUNTY VS WALTER ESTEBAN BARRUTIA
ORIGINAL SHERIFF SALE DATE: 03/05/2013
DESCRIPTION: LOT 7 BLOCK 6 GOLD HILL 3
APPROXIMATE LOCATION: 3530 ST HELENA, BEAUMONT
ADDITIONAL TAXES DUE: $ 1,000.31 (2013)
CURRENT YEAR VALUE: $ 23.480.00
MINIMUM STARTING BID: $ 500.00

53. CAUSE: E-190284
ACCOUNT: 039000-011100
STYLE: JEFFERSON COUNTY VS PERRY LEE HOCKLESS, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 18 N 20' LOT 17 BLOCK 4 LYNWOOD TERRACE
APPROXIMATE LOCATION: 2495 HAYES LN, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 46,980.00
MINIMUM STARTING BID: $ 500.00

54. CAUSE: E-192066
ACCOUNT: 019200-003000
STYLE: JEFFERSON COUNTY VS LENA SIMON, ET AL
ORIGINAL SHERIFF SALE DATE: 12/03/2013
DESCRIPTION: LOT 16 BLOCK 2 ELLIS
APPROXIMATE LOCATION: 2478 PARK ST, BEAUMONT
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 34,180.00
MINIMUM STARTING BID: $ 500.00

55. CAUSE: E-192110
ACCOUNT: 053300-145000
STYLE: JEFFERSON COUNTY VS MELISA KENDRICK
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: LOT 19 BLOCK 35 PORT ACRES
APPROXIMATE LOCATION: 2141 CEDAR, PORT ARTHUR
ADDITIONAL TAXES DUE: $ 115.72 (2014)
CURRENT YEAR VALUE: $ 6,380.00
MINIMUM STARTING BID: $ 50.00

56. CAUSE: E-194044
ACCOUNT: 001200-000600
STYLE: JEFFERSON COUNTY VS BERTHA GARCIA ET AL
ORIGINAL SHERIFF SALE DATE: 06/03/2014
DESCRIPTION: LOT 4 BLOCK 2 AMELIA HEIGHTS 3RD
APPROXIMATE LOCATION: 2075 MONTROSE, BEAUMONT
ADDITIONAL TAXES DUE: $ 989.31
CURRENT YEAR VALUE: $ 63,750.00
MINIMUM STARTING BID: $ 500.00

57. CAUSE: E-194081
ACCOUNT: 010550-001400
STYLE: JEFFERSON COUNTY VS LANCE MICHAEL DELMAR SWEENEY, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 12 BLOCK 3 CAROLYN
APPROXIMATE LOCATION: 105 N. 3RD AVE, NEDERLAND
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 91,830.00
MINIMUM STARTING BID: $ 500.00

58. CAUSE: E-194757
ACCOUNT: 002200-004500
STYLE: JEFFERSON COUNTY VS LEAN M. FLORES, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 9 BLOCK 4 ATLANTIC GARDENS
APPROXIMATE LOCATION: 5028 33RD ST, GROVES
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 8,930.00
MINIMUM STARTING BID: $ 50.00

59. CAUSE: E-195403
ACCOUNT: 053400-248900
STYLE: JEFFERSON COUNTY VS FAYE A. COLUNGA, ET AL
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 1 BLOCK 220 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 2748 9TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 23,630.00
MINIMUM STARTING BID: $ 500.00

60. CAUSE: E-195428
ACCOUNT: 053400-294300
STYLE: JEFFERSON COUNTY VS IRMA TRAHAN JAMES
ORIGINAL SHERIFF SALE DATE: 12/02/2014
DESCRIPTION: LOT 8 BLOCK 259 CITY OF PORT ARTHUR
APPROXIMATE LOCATION: 1709 11TH ST, PORT ARTHUR
ADDITIONAL TAXES DUE: N/A
CURRENT YEAR VALUE: $ 980.00
MINIMUM STARTING BID: $ 50.00

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ___ day of _____, 2015 on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, Section 34.05(a) of the Texas Property Tax Code states "If property is sold to a taxing unit that is a party to the judgment, the taxing unit may sell the property at any time, subject to any right of redemption existing at the time of sale;" and,

WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part "If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body, may request the sheriff in writing to sell the property at a public sale;" and,

WHEREAS, the deed to the property on the attached list has been held by Jefferson County and the entities for whom it collects taxes and has been determined to meet the criteria set out in one of the paragraphs above; and,

WHEREAS, Jefferson County and the entities for whom it collects taxes will receive the benefit from the proceeds from the sale and additional tax revenue once these properties are placed on the current tax roll.

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby request the Jefferson County Sheriff to sell the listed properties on the first Tuesday of September 2015.

SIGNED this _____ day of _____, 2015.

_____
JUDGE JEFF R. BRANICK
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Emergency Network

South East Texas
Regional Planning Commission

July 15, 2015

Deputy Chief Mark Dubois
Jefferson County Sheriff's Office
1001 Pearl St
Beaumont, Texas 77701

Dear Deputy Chief Dubois:

The South East Texas Regional Planning Commission 9-1-1 Emergency Network has developed an "Interlocal Agreement for Operation of a Regional 9-1-1 System" that meets the State of Texas requirements of program and system accountability regarding maintenance, equipment upgrade, and training associated with the 9-1-1 program. This agreement replaces the current two year contract that expires on August 31, 2015 with SETRPC. There are no changes with this new agreement other than extending the two year term which is set to expire on August 31, 2017. Execution of this contract is needed as a part of our regional effort to enhance 9-1-1 telecommunications at each of the twelve (12) PSAP locations throughout Hardin, Jefferson and Orange counties.

Two originals of this agreement are enclosed for your review and approval by the County Commissioners Court. Please return the signed agreements to my office by August 15, 2015.

Should you have any questions arise, feel free to contact me at (409) 899-8444 x 6106.

Sincerely,

Jeff Wilmore
Program Specialist
9-1-1 Emergency Network

PD/
Enclosure

SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
9-1-1 EMERGENCY COMMUNICATIONS

INTERLOCAL CONTRACT RELATING TO THE PLANNING, DEVELOPMENT, OPERATION AND PROVISION OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS

This Contract is entered into between the
South East Texas Regional Planning Commission

and

Jefferson County, Texas

South East Texas Regional Planning Commission

INTERLOCAL CONTRACT FOR
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS

Parties and Purpose

1.1 The South East Texas Regional Planning Commission (SETRPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. SETPRC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson and Orange counties. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 Jefferson County (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

Goods and Services

2.1 Public Agency agrees to:

(1) cooperate with SETRPC in acquiring and installing necessary equipment for the 9-1-1 system;

(2) comply with applicable provisions of the Uniform Grant Management Standards, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code.

(3) comply with the Uniform Grant Management Standards, applicable law, and SETRPC policies, as outlined in Section 3 of this contract, related to ownership, transfer of ownership, and /or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service;

(4) abide by all rules, regulations, performance training standards, etc. adopted by SETRPC and CSEC or its successor agency;

(5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s);

(6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

(7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly;

(8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC;

(9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

E 9-1-1 Equipment Purchasing and Leasing

3.1 (a) SETRPC hereby agrees to provide services and equipment, whether purchased or leased, for Public Agency including all non-recurring and monthly recurring charges for equipment and network charges as approved by the CSEC. SETRPC also agrees to provide for repairs, updates to and replacement of equipment as deemed necessary by SETRPC and as approved by the CSEC.

(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. In addition, Public Agency and PSAP(s) shall reimburse SETRPC and/or the CSEC, as applicable, for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by PSAP employees, normal wear and tear or ordinary day to day use of equipment excepted. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of

this contract and continue in effect so long as Public Agency uses the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is fully functional at all times. Additionally, Public Agency shall provide adequate insurance policies on said equipment to provide for replacement of equipment in cases of loss where applicable.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

Effective Date and Term of Contract

4.1 The term of this contract shall be two years, effective on September 1, 2015 and shall terminate on August 31, 2017.

Independent Contractor

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

Assignment and Subcontracting

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Records

7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by ~~such~~ Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.6 SETRPC is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, shall have access to and the right to examine all books, accounts, records, files, and /or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

Nondiscrimination and Equal Opportunity

8.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Dispute Resolution

9.1 The parties desire to resolve disputes arising under this contract without

litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1-9.2, until they have exhausted the procedures set out in these paragraphs.

9.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Jefferson County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Suspension for Unavailability of Funds; Withholding, Decrease or Reimbursement of Funds Due to Non-compliance

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

(1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and

(2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and

(3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and

(4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

Termination for Convenience

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

Notice to Parties

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party; (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETPRC's address is 2210 Eastex Freeway, Beaumont, Texas 77703 Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 1001 Pearl St, Beaumont, TX 77701. Attention: Deputy Chief Mark Dubois. Public Agency's telephone number is 409-835-8734, and its facsimile number is 409-839-2351.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

Further Agreements; Miscellaneous

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s) , as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.

13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

13.4 This contract is binding on and inures to the benefit of the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

County of: Jefferson	SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
Signature_____	Signature_____
Printed Name: _____	Printed Name: Shaun P. Davis
Title: _____	Title: Executive Director
Date: _____	Date: July 16, 2015

EXHIBIT A

PSAP RULES REGARDING 9-1-1 EQUIPMENT

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.

2. No unauthorized software is to be loaded onto the 9-1-1 system.

3. No unauthorized personnel are to service or repair the 9-1-1 system components.

4. No unauthorized personnel are to use the 9-1-1 system.

5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.

6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.

7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e. lightning, water as a result of flooding, power failure, etc.)

8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.

JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

RECEIVED JUL 17 2015

To: Honorable Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

From: G. Mitch Woods, Sheriff

Subject: Retiring – Corrections Officer, Yvonne M. Scott
Jefferson County Sheriff's Office

Date: July 17, 2015

Please place the following item on the Commissioners' Court agenda for July 27, 2015.

Consider and possible adopt a Resolution recognizing Yvonne M. Scott for 22 years and 11 months of dedicated service as a Corrections Officer for the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement.

Sincerely,

G. Mitch Woods

G. Mitch Woods, Sheriff
Jefferson County, Texas

1001 Pearl Street • Beaumont, Texas 77701 • (409) 835-8411

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the _____ day of _____, 2015, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, ***YVONNE M. SCOTT***, has devoted 22 years and 11 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***YVONNE M. SCOTT***, has dedicated her talents and pledged her services as a Corrections Officer at the Jefferson County Correctional Facility; and

WHEREAS, through hard work and commitment to excellence, ***YVONNE M. SCOTT,*** has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***YVONNE M. SCOTT,*** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***YVONNE M. SCOTT***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this _____ day of _____, 2015.

_____
JUDGE JEFF R. BRANICK
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Special, August 03, 2015

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 03, 2015