Special, 7/5/2023 11:00:00 AM

BE IT REMEMBERED that on July 05, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Jeff R. Branick, County Judge Vernon Pierce, Commissioner, Precinct One Cary Erickson, Commissioner, Precinct Two Michael S. Sinegal, Commissioner, Precinct Three Everette "Bo" Alfred, Commissioner, Precinct Four



NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS July 05, 2023

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **05th** day of **July 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

11:15 am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

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

The following options are available:

View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm 2

Notice of Meeting and Agenda July 05, 2023

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

3

PURCHASING:

(a).Consider and approve specifications for Request for Proposal (RFP 23-046/MR), Cafeteria Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 78

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

(b).Execute, receive and file contract for Invitation for Bid (IFB 23-009/JW) Landside Road Pavement Repairs at the Jack Brooks Regional Airport with Elite Contractors and Equipment, LTD for a total contract amount of \$2,730,071.00. (Base Bid and Alternates #1 and #2); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37). The award of this project to Elite Contractors and Equipment, LTD was approved by Commissioners' Court on May 2, 2023.

SEE ATTACHMENTS ON PAGES 79 - 413

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

(c).Execute, receive and file Lease Agreements for Request for Proposals (RFP 23-025/MR), Lease of Properties Acquired as a Result of Buy-Out with Bridget Walston, Justin Pierson, Mike & Sandy Miller, and Kristen Morton.

SEE ATTACHMENTS ON PAGES 414 - 429

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

(d).Consider and approve a increase for software services agreement with Tyler Technologies, Inc. in the amount of \$13,529.73 for additional travel expenses; bringing the total contract amount from \$2,030,027.00 up to \$2,043,556.70. The estimated travel in the agreement was \$166,222.00 and the actual travel is \$179,751.73. This is in accordance with Soucewell Contract #110515-TTI.

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NO ATTACHMENTS

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

(e).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-019/MR) Auditing Services for Jefferson County.

NO ATTACHMENTS

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

(f).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-028/MR) Re-Bid FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

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

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

SEE ATTACHMENTS ON PAGES 430 - 434

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

COUNTY AUDITOR:

(a).Consider and approve budget transfer- Road & Bridge Pct.1 – purchase of ice machine and ice bin.

SEE ATTACHMENTS ON PAGES 435 - 437

111-0105-431-3084	MINOR EQUIPMENT	\$4,858.00	
111-0102-431-3080	COVER STONE		\$1,280.00
111-0102-431-3001	ASPHALT		\$3,578.00

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

(b).Consider and approve budget transfer- Road & Bridge Pct.3 – additional cost for telephone.

SEE ATTACHMENTS ON PAGES 438 - 438

113-0305-431-4054	TELEPHONE	\$1,050.00	
113-0306-431-3099	MISCELLANEOUS SUPPLIES		\$1,050.00

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

(c).Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the City of China.

SEE ATTACHMENTS ON PAGES 439 - 448

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

(d).Consider and approve total electronic disbursement for \$4,406,100.00 to The Bank of New York Mellon for principal and interest payments for the Refunding Bond Series 2012.

NO ATTACHMENTS

Motion by: Sinegal Second by: Pierce In Favor: Branick, Pierce, Erickson, Sinegal, Alfred Action: APPROVED 6

(e).Consider and approve total electronic disbursement for \$821,575.00 to Bank of Oklahoma Financial for principal, interest, and paying agent fee payments for the Certificates of Obligation Bond Series 2019.

NO ATTACHMENTS

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

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

NO ATTACHMENTS

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

(g).Consider and approve budget transfer– Purchasing – additional cost for advertising and postage.

120-1022-415-4052	POSTAGE	\$800.00		
120-1022-415-5001	ADVERTISING	\$5,000.00		
120-1022-415-1002	ASSISTANTS & CLERKS		\$5,800.00	

SEE ATTACHMENTS ON PAGES 449 - 449

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

(h).Consider and approve the County Judge to execute Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for Bridge Replacement at Erie Street and LNVA Canal in Precinct 4.

SEE ATTACHMENTS ON PAGES 450 - 473

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

(i).Regular County Bills – check #507692 through check #507863.

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

COUNTY COMMISSIONERS:

(a).Receive and file completed Reinvestment Zone Order for Linde, previously approved on January 31, 2023, to include 911 address pursuant to Sec. 312.401, Tax Code.

SEE ATTACHMENTS ON PAGES 482 - 483

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

(b).Consider, possibly approve, receive and file Annual Report of Jefferson County ESD No. 4 for FYI 2022, pursuant to Sec. 775.082, Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 484 - 518

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

OTHER BUSINESS:

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

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

Jeff R. Branick County Judge

Special, July 05, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 05, 2023.

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LEGAL NOTICE Advertisement for Request for Proposal

July 5, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (**RFP 23-046/MR**), **Cafeteria Services for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <u>https://www.co.jefferson.tx.us/Purchasing/</u>, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

To arrange a site visit, contact Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at <u>deb.clark@jeffcotx.us</u>.

PROPOSAL NAME:	Cafeteria Services for Jefferson County
PROPOSAL NUMBER:	RFP 23-046/MR
DUE DATE/TIME:	11:00 AM CT, Wednesday, August 9, 2023
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

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

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

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

Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation <u>will result</u> in a response being declared as non-responsive.

Deborah Clade

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH: Beaumont Enterprise: July 6, 2023 & July 13, 2023

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RESIDENCE CERTIFICATION/TAX FORM	
HOUSE BILL 89 VERIFICATION	
SENATE BILL 252 CERTIFICATION	
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REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission.

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

An acknowledgment and/or response to each section of the proposal.

Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

Identification of three (3) entities for which the Proposer is providing or has provided Food Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

Completed and Signed FORM 1295.

Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.

Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

Please read the "Proposal Submittal Checklist" included in this package.

Company

Address

Telephone Number

Fax Number

Authorized Representative (Please print)

Authorized Signature

Date

Title

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

13

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Cafeteria Food Services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP <u>will result</u> in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>WITH RFP PROPOSAL SUBMISSION</u>.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

CERTIFICATE OF INTERES	TED PARTIES		FOF	RM 12 95
			OFFICE U	SEONLY
Complete Nos. 1 - 4 and 6 if there are Complete Nos. 1, 2, 3, 5, and 6 if the		<mark>rties.</mark>		
 Name of business entity filing form, and the entity's place of business. **YOUR FIRM NAME HERE** 	city, state and country o	f the business		File
2 Name of governmental entity or state agen which the form is being filed.	cy that is a party to the co	ontract for		2
**JEFFERSON COUNTY, TEXAS	S*		xt.v	
3 Provide the identification number used by t and provide a description of the services, g	the governmental entity o oods, or other property t	or state agency to o be provided upd	track of identify the contract.	the contract,
**BID/CONTRACT/PO NUMBER		xO	<u>.</u>	
4	011 01 1 0 1 I	Natur	e of Interest (che	ck applicable)
Name of Interested Party	City, State, Country (place of business)	S. Cor		ntermediary
**NAME OF PERSON/PERSONS TH	AT XX	1		
OWN BUSINESS GOES HERE. MUS				
LIST ANY PERSON THAT DOES NO WORK FOR THE COMPANY LISTED	NNNN.			
IN #1 THAT WILL PROFIT FROM TH	2			
BID/CONTRACT/PO**	20			
	2			
~°				
<i>lii</i>				
5			LY CHECK IF	
Check only if there in the Interested Par	ty.		TROLLING O	
	emplete #CLinework		RMEDIARY P	ARTY
⁶ UNSWORN DECLARATION Vendor is to c	omplete #6 - Unswor	n Declaration		
My name is	_, and	d my date of birth is _		
My address				
(street) dense under penalty of perjury that the foregoing is	s true and correct.	(city) (stat	e) (zip code)	(country)
6				
Executed in County, State of	, on the	day of(mo	nth) (year)	
	Signature of a	authorized agent of co (Declarant)		ntity
ADD ADD	ITIONAL PAGES AS	NECESSARY		
orm provided by Texas Ethics Commission	www.ethics.state.tx.u	5	F	Revised 12/22/201

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further

warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 **Definitions:**

1.36.1.1 **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.

1.36.1.2 **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.

1.36.1.3 **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.

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

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section <u>1.35 above</u>.

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

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

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

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

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

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

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

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

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

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

1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs <u>1.36.1. – 1.36.7</u>, with the certificates of coverage to be provided to the person for whom they are providing services.

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

1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

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

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

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	 effected and the basis for settlement. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, Ioan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, Ioan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, Ioan, insurance, or guarantee, the following equal opportunity clause: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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	(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
	Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	
	The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.	
	The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.	
	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings,	
	the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u> , and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u> , "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing	2 CFR 200 APPENDIX II (D)
	wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage	

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	determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)

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>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200
	See 2 CFR §200.322.	APPENDIX II (K) 2 CFR 200
		APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. <i>§135.38 Section 3 clause</i>	2 CFR 200.323
>\$100,000	 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 	

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	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).	
	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:	
None	 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: Procure or obtain; Extend or renew a contract to procure or obtain; or Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). 	2 CFR 200.216
	 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). 	

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	 (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical 	31
	support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See <u>Public Law 115-232</u> , section 889 for additional information. (d) See also § 200.471.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	2 CFR 200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336

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None	 Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 	32 2 CFR 200.321
None	 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agency or pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention period of performance. In some cases, recipients must report program income after the period of the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect	2 CFR 200.334

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	(2) <i>If not submitted for negotiation</i> . If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	 PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship. 	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission. 34

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission. 35

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, <u>in its entirety</u>.

The County requests that response submissions <u>NOT</u> be bound by staples or glued spines.

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, August 9, 2023.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

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

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark at 409-835-8593 or e-mail at: <u>deb.clark@jeffcotx.us</u>.

Courthouse Security:

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

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this RFP, there will not be a Pre-Proposal Conference. If you would like to schedule a site visit, please contact Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at <u>deb.clark@jeffcotx.us</u>.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves**, Assistant Purchasing Agent at: <u>mistey.reeves@jeffcotx.us</u> or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark**, Purchasing Agent at: <u>deb.clark@jeffcotx.us</u>.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 2, 2023.

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3.4	TENTATIVE SCHEDULE OF EVENTS
July 5, 2023	Issuance of Request for Proposal
August 9, 2023	Deadline Submission (late proposals will not be considered)
August 11, 2023	Proposals distributed to Evaluation Committee
August 18, 2023	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
August 23, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
August 29, 2023	Recommendation for Award

<u>Please note:</u> The above schedule of events is *tentative* in nature. Dates listed are subject to change.

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions <u>NOT</u> be bound by staples or glued spines.

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 42)
- G. Copy of RFP Specifications and any Addenda <u>in their entirety</u>. (Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (**90**) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (**90**) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

5.1 OBJECTIVE

Jefferson County seeks a Contractor to provide Cafeteria Services for Jefferson County Courthouse. The contractor shall occupy, staff and operate a café serving breakfast, lunch and break time offerings in a cafeteria style format within the space specified in Attachment A (floor plan). It is the intention of Jefferson County that the food and beverage service be of high quality. All food and beverage areas shall be kept clean, orderly and sanitary at all times and in strict accordance with all applicable food service establishment requirements, laws, ordinances, rules and regulations of this IFB. The successful contractor will pay Jefferson County a monthly lease. The cafeteria shall operate Monday through Friday, with the exception of County Holidays and Mandated Disaster Closures during the hours of/or about 7:00 am - 3:30 pm. The current County Holidays are as follows (this is subject to change):

New Year's Day Martin Luther King, Jr. Day Presidents' Day Good Friday Memorial Day Independence Day Labor Day Veterans' Day Thanksgiving Day Day after Thanksgiving Christmas Eve Christmas Day

5.2 BACKGROUND

Jefferson County has approximately 1200 full and part time employees. Members of the general public visiting the Courthouse are also available as a customer base. The existing 3,500 square foot cafeteria facility seats approximately 97 persons and is equipped with tables and chairs in the dining area. The kitchen/serving area is equipped with, but not limited to, basic modern commercial grade hardware for cooking, cooling and freezing, heating, baking, frying, mixing and washing. The cafeteria also has food preparation areas, cold and hot food serving lines, and seating areas. There are two conference rooms in the cafeteria area that the contractor can use.

5.3 REQUIRED INFORMATION

The following information shall be included in the offeror's proposal:

- Provide approach to making the Courthouse Café successful and approach to sustaining a versatile healthy and casual dining experience at a reasonable price.
- State any food service experience with a list of owned/operated food service establishments. Include time periods.
- Provide a versatile menu of items that the contractor will offer including pricing. The menu must include healthy food options (i.e. salads, grilled chicken, sandwiches). The sample menu must include full meal pricing as well as a la carte pricing. Breakfast, lunch and break time meals shall be included. Include proposed hours of operation. The following are the suggested time periods:
 - Breakfast: 7:00 am 10:00 am
 - $\circ~$ Break Time Snack: 10:00 am 11:00 am and 1:30 pm 3:30 pm
 - Lunch: 11:00 am 1:30 pm
- Proposed monthly lease amount should be included on the Cost Proposal Form (page 42) of the RFP.
- Provide any additional information pertinent to the offeror's proposal.

5.4 RESPONSIBILITIES OF THE COUNTY

- Grant to the contractor for a stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage, and operate a cafeteria-type restaurant and snack bar within the County Courthouse and, in connection therewith, to prepare and sell food, non-alcoholic beverages, and other such products as the County may authorize.
- Approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc. prior to any such action being taken by the contractor.
- Provide the cafeteria facility standard utilities at no charge to the contractor.
- Provide all preventative maintenance and repairs on all County owned equipment related to the cafeteria operation, including, but not limited to, refrigerators, freezers, ice machines, stoves, warmers, serving lines, etc. that are used directly by the cafeteria operation.
- Maintain all building systems (HVAC, electrical, structural, etc.)
- Pest control services for the cafeteria will be provided by the County.
- Jefferson County carries the responsibility to correct any repair of County structures or County equipment as a result of inspection violation by state and local authorized health department offices, fire department and other agencies relative to safety requirements.
- Jefferson County will complete a background check and issue identification badges to all employees of the Contractor. These identification badges must be worn at all times. It is the responsibility of the Contractor to notify the County of any termination or hire of employees.
- Jefferson County will issue keys to the Contractor for the Cafeteria area. It is the responsibility of the Contractor to report any lost or damaged keys to the County.

5.5 RESPONSIBILITES OF THE CONTRACTOR - OPERATIONS

- Operate and manage, under the Contractor's name, a cafeteria type operation within the County Courthouse Cafeteria.
- Purchase, prepare and serve all cafeteria food items. Grilling and/or cooking of foods on site is desired. The menu offerings could be prepared off site and transported to the cafeteria; however, on-site is preferred. Food items prepared off-site must be prepared at a location and transported conforming to all food establishment and health department requirements of this Invitation for Bid. Breakfast, lunch and break food options must be provided. Meal service shall include dine-in and to-go orders.
- County is not responsible for any loss or damage resulting from a power failure, natural or man-made disaster.
- Provide all cookware, dishes and utensils need for food preparation and service.
- Provide all condiments, containers, plates, utensils, napkins and to-go containers for food service.

- Provide fountain drink dispensing machines and/or coolers.
- Contractor is responsible for maintaining their equipment.
- Ensure proper and adequate staffing to provide efficient services.
- Contractor shall comply with all laws (State and Federal), and local ordinances, as they may relate to employment practices.
- Proper food handling gloves and proper hair restraints are required.
- Provide all custodial and janitorial service to the cafeteria area during all normal hours of operation. Contractor will provide all cleaning supplies necessary to maintain the Courthouse Cafeteria. Trash must be removed daily.
- The business must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by Jefferson County Environmental Control. We have included a cleaning schedule as an example of our expectations and stewardship while leasing Jefferson County property. (Attachment B)
- Contractor will comply with Jefferson County Best Management Practices for Fats, Oil and Grease (FOG) Control Program. (Attachment C)
- Comply with FDA Code 2017 with the Texas Supplement.
- Contractor shall be responsible for all licenses and permits necessary to comply with all local, state and federal mandates pertaining to food service operations. The Food Permit is issued through Jefferson County Environmental Control.
- Contractor is responsible for correcting any violations issued by state and local authorized health department officials that do not pertain to the repair of County owned equipment or structures.
- Display all menu items and menu pricing. This includes meals, beverages and a la carte items. Make every effort to adhere to reasonable food cost ranges as submitted in the proposal. The pricing must be posted and displayed in a manner that is visible to all prospective patrons from a distance as well as close up. Menu board purchase shall be the responsibility of the Contractor and must be approved by the County.
- Contractor must accept cash, credit and debit cards as a method of payment for goods and services. All equipment and fees associated with credit and debit card transactions will be the responsibility of the Contractor. Any fees to be collected for any purchases when a credit or debit card is used must be approved by the County.
- Schedule outside vendors for conference room rental space in the cafeteria area and collect appropriate fees.

5.6 **RESPONSIBILITES OF THE CONTRACTOR – EMPLOYEES**

- All employees must pass a background check through the County.
- Employees must wear their County issued Identification Badge at all times.
- Provide any and all employees insurances and/or benefits to its employees. The County assumes absolutely no responsibility pertaining thereto.

- Assume full and total responsibility and liability for all employees and operation of the Contractor.
- One licensed Food Manager is required. All other staff must have a Food Handler License. The training course must be accredited by the Texas Department of State Health Services (DSHS) or American National Standards Institute (ANSI).
- All employees must complete a Conditional or Food Employee Reporting Agreement. (Attachment D)
- Ensure employees are properly attired/uniformed when performing work assignments.

5.7 TERMS

- Contract Term: One (1) year from the date of award with an option to renew for four (4) additional one-year renewals.
- The monthly lease payment is due by the 5th of each month.
- The physical facilities made available to the contractor under this contract shall only be used by the contractor during regular County business hours.
- Any modifications to the cafeteria space must be approved by Jefferson County due to historical purposes.
- Menu pricing changes must be approved by the County.

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. This will include the plan for making the Courthouse Café successful and sustainable.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Cafeteria Food Service

6.4 LAWS AND REGULATIONS

The Food Service Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

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7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 42** of these specifications in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 42** of these specifications, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP. This includes all information required in this RFP.

b. IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project. This is the implementation plan that will be used in making the Courthouse Café successful and sustainable.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar food services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. FOOD SERVICE OFFERINGS – 25%

This refers to the food service menus of the proposer. A variety of food choices must be on the proposed menu including healthy options.

e. PROPOSED LEASE AMOUNT – 10%

This is the proposed lease amount. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE. PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM. 51

Using this form, each Proposer must state its proposed lease amount. Cost will be a factor in the County's selection process.

Proposed monthly lease am	\$	
Name of Proposer:		
Signature:		
Title:		

REQUIRED FORM <u>Proposer</u>: Please complete this form and

include with proposal submission.

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

- 1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
- 2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
- 3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
- 4. The Information may not be copied or reproduced without the County's written consent.
- 5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
- 6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
- 7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
- 8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By:	
Title:	 _
Date:	

REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission. 53

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

PLEASE PRINT.	
RFP Number & Name: (RFP 23-046/MR) Cafeteria Servio	ces for Jefferson County
Proposer's Company/Business Name:	
Proposer's TAX ID Number:	
If Applicable: HUB Vendor No	DBE Vendor No
Contact Person:	Title:
Phone Number (with area code):	
Alternate Phone Number if available (with area code):_	
Fax Number (with area code):	
Email Address:	
Mailing Address (Please provide a physical address for	bid bond return, if applicable):
Address	

City, State, Zip Code

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

VENDOR REFERENCES FORM

Proposer: Please list at least three (3) companies or go agencies (preferably a municipality) where the same products and/or services as contained in this specificat were recently provided.	e or similar ion package and include with proposal submission.
REFERENCE ONE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE TWO	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	

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

Would Respondent be willing to allow other government	al entities to piggyback off this con	tract, if awarded, under
the same terms and conditions?	Yes 🗌	Νο

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

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

RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission. 57

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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Approved by OMB 0348-0046 Disclosure of Lobbying Activities Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		offer/application I award	Report Type: a. initial filing b. material change	
Name and Address of Reporting En PrimeSub-awarde Tier, if k Congressional District, if know	ee Known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:		
Federal Department/Agency:		_		
		7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> :		
Federal Action Number, if known:		9. Award Amount, if known:		
10. a. Name and Address of Lobby <i>(if individual, last name, first name,</i>		\$ b. Individuals P address if differe (last name, firs	,	
11. Information requested through this authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a m representation of fact upon which relia by the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be re Congress semi-annually and will be av inspection. Any person who fails to file disclosure shall be subject to a civil pe than \$10,000 and not more than \$100,0 failure.	52. This naterial ance was placed n was made or ed pursuant to 31 eported to the vailable for public e the required enalty of not less	Signature: Print Name: Title: Telephone No.:		
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)	
REQUIRED FORM <u>Proposer</u> : Please complete this form and include with proposal submissio	n.			

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

(2) the vendor:

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

 (\bar{i}) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

 (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission

Revised 11/30/2015

Proposer:

Please complete this form and include with proposal submission.

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

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THIS FORM IS FOR OFFICE USE ONLY

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant ...

Yes 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 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 proposal. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission. 63

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).

Instructions for Prime Contractor/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name:					HUB: p Yes p No
Address:					
Street		City	State	Zip	
Phone (with area code):			Fax (wit	h area code):	
Project Title & No.:					
Prime Contract Amount: \$					
HUB Subcontractor Name:					
HUB Status (Gender & Ethnicity)	:				
Certifying Agency: 🛛 Tx. Blc	lg & Procurement Co	mm. 🗆] Jefferson County	□ Tx Unified Cer	tification Prog.
Address:					
Street		City	State	Zip	
Phone (with area code):			Fax (wit	h area code):	
Proposed Subcontract Amount:	\$		Perce	entage of Prime C	ontract: <u>%</u>
Description of Subcontract Work	< to be Performed:				
Printed Name of Contractor Repre	esentative	9	Signature of Representa	ative	Date
Printed Name of HUB		9	Signature of Representa	ative	Date

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.

REQUIRED FORM
Proposer:
Please complete this form and
include with proposal submission.

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Page	1	of 4	ŀ
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Prime Contractor	·				HUB: 🗌 Yes	i 🗌 No
HUB Status (Gend	ler & Ethnicity):					
Address:						
	Street	City	State	Zip		
Phone (with area	code):		Fax (w	ith area code): _		
Project Title & No	.:			IFB/RFP No.:		
Total Contract:	\$		Total HUB S	Subcontract(s):	\$	
Construction HUB	Goals: 12.8% MBE::		%	12.6% WBE:		%
	ONLY: JB Program Office reviewed a	and verified HUB Sub info	rmation	Date:	Initials:	
Verification date HU	B Program Office reviewed a	SCLOSURE				
Verification date HU PART I. HUB S HUB Subcontracto	UB Program Office reviewed a	SCLOSURE				
Verification date HU PART I. HUB S HUB Subcontracto HUB Status (Gend	JB Program Office reviewed a GUCONTRACTOR DI Or Name: ler & Ethnicity):	SCLOSURE				
Verification date HU PART I. HUB S HUB Subcontracto HUB Status (Gend Fertifying Agency:	JB Program Office reviewed a GUCONTRACTOR DI Or Name: ler & Ethnicity):	SCLOSURE				
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Verification date HU PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address:	JB Program Office reviewed a SUCONTRACTOR DIS or Name: ler & Ethnicity): Texas Bldg & Pro Street	SCLOSURE] Texas Unified State 	Certification Pro Zip	g.	
Verification date HU PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address:	JB Program Office reviewed a GUCONTRACTOR DI Or Name: Per & Ethnicity): Texas Bldg & Pro Street Code):	SCLOSURE] Texas Unified State Title Fax (w	Certification Pro Zip e: ith area code):	g.	
Verification date HU PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address: Contact person: Phone (with area Proposed Subcon	JB Program Office reviewed a GUCONTRACTOR DI Or Name: Per & Ethnicity): Texas Bldg & Pro Street Code):	SCLOSURE] Texas Unified State Title Fax (w	Certification Pro Zip e: ith area code):	g.	
Verification date HU PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address: Contact person: Phone (with area Proposed Subcon	JB Program Office reviewed a SUCONTRACTOR DI Tor Name: Ier & Ethnicity): Texas Bldg & Pro Street code): tract Amount:	SCLOSURE] Texas Unified State Title Fax (w	Certification Pro Zip e: ith area code):	g.	
PART I. HUB S HUB Subcontracto HUB Status (Gend Certifying Agency: Address: Contact person: Phone (with area Proposed Subcon	JB Program Office reviewed a	SCLOSURE] Texas Unified State Title Fax (w	Certification Pro Zip e: ith area code):	g.	

HUB Subcontractor	Name:				
HUB Status (Gender	· & Ethnicity)·				
Certifying Agency:		rocurement Comm.		Tx Unified Certification Prog.	
Address:	Street	City	State	Zip	
	Street	City		·	
Contact person:			Title:		
Phone (with area co	ode):		Fax (with	n area code):	
Dueneed Cubeentur					
		\$ Performed:	Percei	ntage of Prime Contract:	%
Description of Subcontractor	ontract Work to be	Performed:		ntage of Prime Contract:	%
Description of Subco	ontract Work to be	Performed:			%
Description of Subco HUB Subcontractor HUB Status (Gender	ontract Work to be Name: & Ethnicity):	Performed:			%
Description of Subco HUB Subcontractor HUB Status (Gender	Name: • & Ethnicity):	Performed:	Jefferson County	Tx Unified Certification Prog.	%
Description of Subco HUB Subcontractor HUB Status (Gender Certifying Agency:	ontract Work to be Name: & Ethnicity):	Performed:			%
Description of Subco HUB Subcontractor HUB Status (Gender Certifying Agency:	Name: & Ethnicity): Tx. Bldg & P Street	Performed:	Jefferson County State	Tx Unified Certification Prog.	
Description of Subco HUB Subcontractor HUB Status (Gender Certifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & P Street	Performed: rocurement Comm. City	Jefferson County State Title:	Tx Unified Certification Prog.	
Description of Subco HUB Subcontractor HUB Status (Gender Certifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg & P Street de):	Performed:	Jefferson County State Title: Fax (with	Tx Unified Certification Prog.	

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

REQUIRED FORM

Proposer:

Please complete this form and

include with proposal submission.

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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 Proposer 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 Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection.

Subcontractor Name:		
Address:		
Street	City	State Zip
Contact person:		Title:
Phone (with area code):		Fax (with area code):
Proposed Subcontract Amount: \$		Percentage of Prime Contract:%
Description of Subcontract Work to be Performed:		
Subcontractor Name:		
Address:		
Street	City	State Zip
Contact person:		Title:
Phone (with area code):		Fax (with area code):
Proposed Subcontract Amount: \$		Percentage of Prime Contract:%
Description of Subcontract Work to be Performed:		
REQUIRED FORM <u>Proposer</u> : Please complete this form and include with proposal submission.		

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Address:Street				
		City	State Zip	
Contact person:			Title:	
Phone (with area code):			Fax (with area code):	
Proposed Subcontract Amou	unt: \$		Percentage of Prime Contract:	%
Description of Subcontract V	Vork to be Perfo	rmed:		
Subcontractor Name:				
– Address:				
Street		City	State Zip	
Contact person:			Title:	
Phone (with area code):				
i none (mai area coae).				
Proposed Subcontract Amou Description of Subcontract V nereby certify that I have rea	unt: <u>\$</u> Work to be Perfor d the <i>HUB Progr</i> o	am Instructions and I	formation, truthfully completed all applicable parts of	f this form,
Proposed Subcontract Amou Description of Subcontract V hereby certify that I have rea ttached any necessary suppo nay result in my not receiving	unt: <u>\$</u> Work to be Perfor Ind the <i>HUB Progr</i> o	rmed: am Instructions and In on as required. I fully	<i>formation,</i> truthfully completed all applicable parts of understand that intentionally falsifying information on	f this form, a
Proposed Subcontract Amou Description of Subcontract V hereby certify that I have rea ttached any necessary suppo hay result in my not receiving	unt: <u>\$</u> Work to be Perfor Ind the <i>HUB Progr</i> ort documentatio g a contract awar	rmed: am Instructions and In on as required. I fully	<i>formation,</i> truthfully completed all applicable parts of understand that intentionally falsifying information on by resulting contract.	f this form,
Proposed Subcontract Amou Description of Subcontract V hereby certify that I have rea ttached any necessary suppo hay result in my not receiving Name (print or type):	unt: <u>\$</u> Work to be Perfor Ind the <i>HUB Progra</i> ort documentatio g a contract awar	rmed: am Instructions and In on as required. I fully d or termination of a	<i>formation,</i> truthfully completed all applicable parts of understand that intentionally falsifying information on ny resulting contract.	f this form,
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Proposed Subcontract Amou Description of Subcontract V hereby certify that I have rea ttached any necessary suppo hay result in my not receiving Name (print or type): Title: Signature: Date: E-mail address:	unt: <u>\$</u> Work to be Perfored and the <i>HUB Progre</i> o rt documentatio g a contract awar	rmed: am Instructions and In on as required. I fully id or termination of a	formation, truthfully completed all applicable parts of understand that intentionally falsifying information on ny resulting contract.	f this form, a
Proposed Subcontract Amou Description of Subcontract V nereby certify that I have rea ttached any necessary suppo hay result in my not receiving Name (print or type): Title: Signature: Date: E-mail address: ontact person that will be	unt: <u>\$</u> Work to be Perfored and the <i>HUB Progre</i> fort documentation g a contract awared a contract awared e in charge of in	rmed: am Instructions and In on as required. I fully id or termination of a	formation, truthfully completed all applicable parts of understand that intentionally falsifying information on ny resulting contract.	f this form,
Proposed Subcontract Amou Description of Subcontract V mereby certify that I have rea ttached any necessary suppo hay result in my not receiving Name (print or type): Title: Signature: Date: E-mail address: ontact person that will be Name (print or type):	unt: <u>\$</u> Work to be Perfored and the <i>HUB Progre</i> fort documentation g a contract awared a contract awared e in charge of in	rmed: am Instructions and In on as required. I fully id or termination of a	formation, truthfully completed all applicable parts of understand that intentionally falsifying information on ny resulting contract.	f this form,
Proposed Subcontract Amou Description of Subcontract M hereby certify that I have rea ttached any necessary suppo	unt: <u>\$</u> Work to be Perfored and the <i>HUB Progre</i> fort documentation g a contract awared a contract awared e in charge of in	rmed: am Instructions and In on as required. I fully id or termination of a	formation, truthfully completed all applicable parts of understand that intentionally falsifying information on ny resulting contract.	f this form,

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

- (3) "Non-resident RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- □ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is ______ (city and state).

Taxpayer Identification Number (T.I.N.):		
Company Name subm	itting bid/proposal/response:	
Mailing address:		
If you are an individua	l, list the names and addresses	of any partnership of which you are a general partner:

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

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

- * This is the property amount identification number assigned by the Jefferson County Appraisal District.
- ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Proposer:
Please complete this form and
include with proposal submission.

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l,, name)	the	undersigned	representative	of	(company		business neretofore
referred to as company) being an adult o					-	ly sw	orn by the
undersigned notary, do hereby depose		•		pany	/ named abo	ove,	under the
provisions of Subtitle F, Title 10, Governr	nent (Lode Chapter Z	270:				

1. Does not boycott Israel currently; and

include with proposal submission.

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

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

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Represe	ntative				
		-			
Date					
		20			
On this day of		_, 20	, personally appeared		
			, the above-name	ed nerson who afte	er hv me heing
duly sworn, did swear and co	onfirm th				
Notary Seal					
	Notary	Signatu	ire		
	Date				
REQUIRED FORM					
Proposer:					
Please complete this form	and				
i icase complete tins iorni	ana				

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

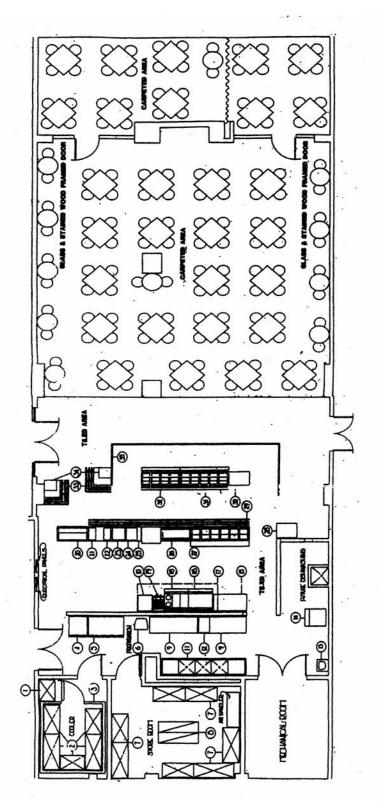
I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS	
BY:	Sworn to and subscribed before me thisday of
SIGNATURE	, 2023
NAME & TITLE, TYPED OR PRINTED	
MAILING ADDRESS	Notary Public
	State of
CITY, STATE, ZIP CODE	My Commission Expires:
()	
TELEPHONE NUMBER	

REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission. 72

ATTACHMENT A

FLOOR PLAN



JEFFERSON COUNTY COURTHOUSE CAFETERIA FLOOR PLAN

ATTACHMENT B

Daily Restaurant Cleaning Checklist Date: _____

Daily Front-of-House Cleaning Checklist:

O Wipe down the walls if necessary	Clean the interior and exterior of all the trash and recycling bins		
○ Sanitize the tables	Sweep and mop the floors		
O Inspect and wipe down the condiments and	2		
salt and pepper shakers	Clean and sanitize your bathrooms by:		
Wipe down all the counters	 Disinfecting the toilets 		
O Clean the seats and benches	O Wiping down the sinks		
 Run cloth napkins, tablecloths, and wait staff, aprons through the washing machine 	 Emptying out feminine hygiene product bags 		
O Vacuum the carpets	Taking out the trash		
O Take out the trash and recycling	Sweeping and mopping the floors		

Daily Back-of-House Cleaning Checklist:

0	Wipe down the walls wherever there are splashes	Wash utensils, smallwares, flatware, and glassware and let them air dry overnight
0	Clean the grill, griddle, range, flattop, and fryer. Make sure to get underneath the	O Clean the sinks
	equipment, too	Wash rags, towels, aprons, and uniforms in the washing machine
0	Change the foil lining on top of the ranges, grills, and flattops	 Refill soap dispensers and replace empty paper towel rolls
0	Wipe down other equipment, such as coffee makers, microwaves, toasters, and meat slicers	Sweep walk-in refrigerators and storage areas
\bigcirc	Disinfect prep area surfaces	O Take out the trash and recycling
0	Clean beverage dispenser heads in the soda	 Disinfect the waste disposal area and clean the trash cans
	fountains. Bars should clean the tips of the soda guns	○ Sweep and mop the floors

Weekly and Monthly Restaurant Cleaning Checklist:

Weekly Front-of-House Cleaning Checklist:	
O Dust and wipe down the light fixtures	O Disinfect the door handles
O Wash glass windows and doors	
Monthly Front-of-House Cleaning Checklist:	
O Dust any decorations or wall art	◯ Wash the walls
O Check the ceiling for cobwebs	
Weekly Back-of-House Cleaning Checklist:	
 Clean the ovens, including the walls, door, and racks 	 Wash and sanitize the walk-in refrigerators and freezers
O Delime the sinks and faucets	O Clean any anti-fatigue mats
O Boil out the deep fryer	O Use drain cleaner on the floors
Monthly Back-of-House Cleaning Checklist:	
O Wash behind the hot line to prevent clogs	O Clean refrigerator coils to remove dust
Run cleaning and sanitizing chemicals through	O Empty grease traps
the coffee or espresso machine to remove built- up grime	Wash walls and ceiling to remove grease buildup
 Clean out and sanitize the ice machine (every 6 months) 	Wash vent hoods (every few months)
O Clean and sanitize the freezer	O Replace pest traps
Notes:	Employee Signature:
	Supervisor Signature:

ATTACHMENT C



Best Management Practices Fats, Oils, and Grease (FOG) Control Program

Fats:

Fats are solid at room temperature; butter, shortening, margarine, peanut butter, meat trimmings, uncooked poultry skins, and dairy.

Oils:

Oils are liquid at room temperature; vegetable, canola, corn, and cooking oils.

Grease:

Grease turns to liquid during cooking but solidifies when cooled; gravy, mayonnaise, melted meat fat, bacon, sausage, boiled poultry skin, and salad dressings.

Consequences of Improper FOG Disposal:

- Rancid odors
- Sewage overflow into businesses, yards, parks, and public streets due to clogged pipes
- Expensive cleanup, repair, and replacement of damaged property. Property owners are responsible for all pipes from their building out to the main line.
- Potential contact with microorganisms that can cause gastroenteritis and hepatitis

Inside the kitchen:

- Service and clean grease retention device on a regular basis.
- Educate staff on FOG management and requirements.
- Post "NO GREASE" signs above kitchen sinks and drains.
- "Dry wipe" all pots, pans, plates, and utensils before washing.
- Keep a Spill Kit in the kitchen that consists of material like kitty litter or absorbent pads.
- Dispose of food waste by recycling and/or solid waste removal.
- Routinely clean kitchen exhaust system filters and hoods.
- Install removable screens on kitchen drains with openings no bigger than 3/16in, clean frequently.
- Never put eggshells, coffee grounds, or kitty litter down the drain or in the toilet.

In the event of a FOG spill

- Begin cleanup immediately.
- Never use detergents or degreasers.
- Seal off any nearby storm drains.
- If the spill is unmanageable, contact a clean-up contractor and the appropriate agency.
- Never wash the spill or clean-up materials into the street or storm drains.
- Dispose of clean-up materials into a garbage bag.

*The café will also utilizes disposable products (take-away packaging) to serve food in eliminating the need to wash customer dishes.

Owner/Kitchen Manager

Date

ATTACHMENT D

Conditional or Food Employee Reporting Agreement

The purpose of this agreement is to inform conditional employees or food employees of their responsibility to notify the person in charge when they experience any of the conditions listed so that the person in charge can take appropriate steps to preclude the transmission of foodborne illness.

I AGREE TO REPORT TO THE PERSON IN CHARGE:

<u>Any Onset of the Following Symptoms, Either While at Work or Outside of Work, Including the</u> <u>Date of Onset</u>

- 1. Diarrhea
- 2. Vomiting
- 3. Jaundice
- 4. Sore throat with fever
- 5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part, or other body part and the cuts, wounds, or lesions are not properly covered(*such as boils and infected wounds, however small*)

Future Medical Diagnosis:

Whenever diagnosed as being ill with norovirus, typhoid fever (*Salmonella* Typhi), shigellosis (*Shigella* spp. infection), *Escherichia coli* O157:H7 or other EHEC/STEC infection, or hepatitis A (hepatitis A virus infection)

Future Exposure to Foodborne Pathogens:

- **1.** Exposure to or suspicion of causing any confirmed disease outbreak of norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other EHEC/STEC infection, or hepatitis A.
- **2.** A household member diagnosed with norovirus, typhoid fever, shigellosis, illness due to EHEC/STEC, or hepatitis A.
- **3.** A household member attending or working in a setting experiencing a confirmed disease outbreak of norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other EHEC/STEC infection, or hepatitis A.

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code and this agreement to comply with:

- 1. Reporting requirements specified above involving symptoms, diagnoses, and exposure specified;
- 2. Work restrictions or exclusions that are imposed upon me; and
- 3. Good hygienic practices.

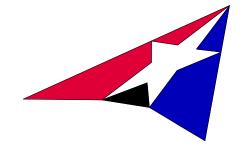
I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve actions against me.

Signature of Conditional or Food Employee_____ Conditional or Food Employee Name (please print) ______ Date _____

License Holder or Person-in-Charge Name (please print) _____ Date _____ 78

CONTRACT DOCUMENTS

JUNE 2023



Jack Brooks Regional Airport Landside Road Pavement Repairs



Consulting Engineers and Land Surveyors 1405 CORNERSTONE COURT BEAUMONT, TEXAS 77706 (409) 832-7238 T.B.P.E. FIRM #1160 T.X.L.S. FIRM #100186

FS 21200

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between	Jefferson County Texas	("Owner") and
Elite Contractors and Equipment		("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: IFB 23-009 JW - Landside Road Pavement Repairs JBRA

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Fittz & Shipman, Inc.
- 3.02 The Owner has retained <u>Fittz & Shipman, Inc.</u> ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
 - A. The Work will be substantially completed within <u>270</u> days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within <u>45</u> days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- Substantial Completion: Contractor shall pay Owner \$<u>500.00</u> for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$<u>250.00</u> for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- 4. Milestones: Contractor shall pay Owner \$ 0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. Two million, seven hundred thirty-thousand, and seventy-one dollars and no/100. (\$2,730,071.00) at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the <u>28th</u> day of each month during performance of the Work as provided in Paragraph 6.02.D.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. The owner shall withhold retainage from prime contractor, from the total amount determined to be payable on a partial payment, 10% of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the owner, the amount retained by the Owner will be in effect util the final payment is made except for: Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with this contract, plans, and specifications. Contractor must provide a certified invoice to the Engineer that supports the value of retainage held by Owner for partially accepted work.
- C. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must also provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractors within 30 days after the subcontractor's work is satisfactorily completed.
- D. When at least 90% of the work has been completed to the satisfaction of the Architect, the Architect shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment by the Contractor.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. <u>90</u> percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. <u>90</u> percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- E. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to <u>100</u> percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 Contents
 - A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to <u>7</u>, inclusive).

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- 2. Performance bond (pages X to X, inclusive) to be provided by Contractor prior to issuance of Notice to Proceed and Purchase Order.
- 3. Payment bond (pages \underline{X} to \underline{X} , inclusive) to be provided by Contractor prior to issuance of Notice to Proceed and Purchase Order.
- 4. Certificate of Insurance (with inclusion of Jefferson County as an "Additional Insured").
- 5. Other bonds.
 - a. _0 (pages _____to ____, inclusive).
- 6. General Conditions (pages <u>1</u> to <u>65</u>, inclusive).
- 7. Supplementary Conditions (pages <u>1</u> to <u>7</u>, inclusive).
- 8. Federal Mandated Contract Provisions
- Davis-Bacon Act and Wage Rates for Highway Construction in Jefferson County Specifications as listed in the table of contents of the Project Manual, as shown in Exhibit A.
- 10. Specifications as listed in the table of contents of the Project Manual.
- 11. Drawings (not attached but incorporated by reference) consisting of <u>81</u> sheets with each sheet bearing the Drawings listed on the attached sheet index.
- 12. Addenda (numbers <u>1</u> to <u>2</u>, inclusive As shown in EXHIBIT A).
- 13. Exhibits to this Agreement (enumerated as follows, and as shown in EXHIBIT B):
 - a. Contractor's Bid (pages <u>1</u> to <u>194</u>, inclusive).
 - b. Completed Texas Ethics Commission FORM 1295
 - c. Proof of System for Award Management (SAM) Active Registration
 - d. Proof of Divestment Status Review (via Texas Comptroller of Public Accounts Website)
- 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability
 - A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions - NOT APPLICABLE

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 2008023 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Jefferson County Texas By: Title:

Attest: Title: ON

Address for giving notices:

Elite Contractor and Equipment

By: residen Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Title:

Address for giving notices:

R 60 66

License No.:

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



American Council of Engineering Companies







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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - 2. Agreement—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 - 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 - 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 - 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 - 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 - 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 - 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 - 9. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 - 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

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regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

- 11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
- 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
- 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
- 17. Cost of the Work—See Paragraph 13.01 for definition.
- 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
- 20. *Engineer*—The individual or entity named as such in the Agreement.
- 21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- 22. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
- 23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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- 25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
- 26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- 27. Notice to Proceed—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- 28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- 29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- 31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
- 32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
- 33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- 34. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
- 35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 36. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- 37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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- 38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- 40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
- 42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
- 43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 44. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 45. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 46. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- 47. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
 - The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such

exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. Day:
 - 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
 - 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. Furnish, Install, Perform, Provide:
 - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a wellknown technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

- 2.01 Delivery of Bonds and Evidence of Insurance
 - A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one printed copy of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with

Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

- 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
- 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
- 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- 3.02 *Reference Standards*
 - A. Standards Specifications, Codes, Laws and Regulations

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- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies*:
 - 1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 - 2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 - 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. Resolving Discrepancies:
 - 1. Except as may be otherwise specifically stated in the Contract Documents, the Contractor's bid shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents in accordance with

- a. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
- 3.04 Requirements of the Contract Documents
 - A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
 - B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal
 - C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
- 3.05 *Reuse of Documents*
 - A. Contractor and its Subcontractors and Suppliers shall not:
 - have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer;
 - B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

- 4.01 Commencement of Contract Times; Notice to Proceed
 - A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.
- 4.02 *Starting the Work*
 - A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- 4.04 *Progress Schedule*
 - A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
 - B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;

- 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
- 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- F. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

- 5.01 Availability of Lands
 - A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
 - B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 5.02 Use of Site and Other Areas
 - A. Limitation on Use of Site and Other Areas:
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of

each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris Removal and Regulations.
- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to require a change in the Drawings or Specifications; or
 - 2. differs materially from that shown or indicated in the Contract Documents; or
 - 3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform

any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Possible Price and Times Adjustments:
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

 Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

- A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. Engineer's Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. Possible Price and Times Adjustments:
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous

Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity providing proof to have furnished labor or materials used in the performance of the Work.
- 6.02 Insurance—General Provisions
 - A. Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
 - B. All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Contractor's Bid, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
 - C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
 - D. Failure of Owner to demand such certificates or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the contractor's obligation to obtain and maintain such insurance.
 - E. If contractor does not purchase or maintain all of the insurance required by the Contract, Contractor shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- F. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- G. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- H. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation as specified in contractor's bid submission.
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 - 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- D. Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Contractor's Bid, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Owner.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by

Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. Builder's Risk: Not required for Streets, drainage, water and sanitary sewer projects.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the Owner.
- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Contractor (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Contractor waives all rights against Owner and Owner's respective officers, directors, members, partners, employees, agents, and subcontractors of each and any of them, for all losses and damages caused

by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Contractor.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
- 3) it has a proven record of performance and availability of responsive service; and
- 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.
- 7.05 Substitutes
 - A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

- 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- 7.10 *Laws and Regulations*
 - A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- 7.11 *Record Documents*
 - A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.
- 7.12 Safety and Protection
 - A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
 - B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

- D. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- E. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.14 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.15 Shop Drawings, Samples, and Other Submittals

- A. Shop Drawing and Sample Submittal Requirements:
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
 - 1. Shop Drawings:
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 - 2. Samples:
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. Engineer's Review:
 - 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 - 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 - 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 - 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

- 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures*:
 - 1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 - 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 - 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- 7.16 Contractor's General Warranty and Guarantee
 - A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
 - B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
 - C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;

- 5. any review and approval of a Shop Drawing or Sample submittal;
- 6. the issuance of a notice of acceptability by Engineer;
- 7. any inspection, test, or approval by others; or
- 8. any correction of defective Work by Owner.
- D. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- E. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.
- F. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- G. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- H. The Owner will use it's best efforts to notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- I. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- J. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

7.17 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.18 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

- 9.01 *Communications to Contractor*
 - A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer, but may contact the Contractor should it feel the need to do so.
- 9.02 Replacement of Engineer
 - A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
 - A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- 9.06 Insurance
 - A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
 - A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
 - A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
 - A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Safety Programs
 - A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.
- 10.05 Shop Drawings, Change Orders and Payments
 - A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
 - B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
 - C. Engineer's authority as to Change Orders is set forth in Article 11.
 - D. Engineer's authority as to Applications for Payment is set forth in Article 15.

- 10.06 Determinations for Unit Price Work
 - A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.
- 10.07 Decisions on Requirements of Contract Documents and Acceptability of Work NOT APPLICABLE
- 10.08 Limitations on Engineer's Authority and Responsibilities
 - A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
 - B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
 - C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
 - D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
 - E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.
- 10.09 Compliance with Safety Program
 - A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

- 11.01 Amending and Supplementing Contract Documents
 - A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. Change Orders:
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
- 2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.
- 3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.
- 11.02 Owner-Authorized Changes in the Work
 - A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.
- 11.03 Unauthorized Changes in the Work
 - A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.
- 11.04 Change of Contract Price
 - A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06.

- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06.

- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.
- 11.06 Change Proposals
 - A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal.
 - 2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Final approval of all Change Order's resides with the Owner's government board, the Commissioners Court of Jefferson County. Such actions shall be in writing, with a copy provided to Owner and Contractor.
 - B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06,.

11.08 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS – NOT APPLICABLE

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
 - 3. The Davis Bacon minimum wage rates are applicable for this project. Reference section "General Decision Number: TX20230038 01/06/2023" for current local prevailing wage rates.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner. The Davis Bacon minimum wage rates are applicable for this project. Reference section "General Decision Number: TX20230038 01/06/2023" for current local prevailing wage rates.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns

from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
- 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
- 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 14.01 Access to Work
 - A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.
- 14.02 Tests, Inspections, and Approvals
 - A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

- B. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.
- 14.03 Defective Work
 - A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
 - B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
 - C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
 - D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
 - E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
 - F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection,

testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

- 15.01 *Progress Payments*
 - A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period. Payment will be made under terms of net thirty (30) days.
 - B. Applications for Payments:
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

- 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications:
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 - 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 - 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

- d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due: Jefferson County is net 30 days.
- E. Reductions in Payment by Owner:
 - 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;

- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- I. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.
- 15.03 Substantial Completion
 - A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
 - B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 - C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor.
 - D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. Application for Payment:
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
 - 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;

- b. consent of the surety, if any, to final payment;
- c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
- d. a list of all disputes that Contractor believes are unsettled; and
- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. Engineer's Review of Application and Acceptance:
 - 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- 15.07 Contractor Final Project Documentation.
 - A. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Engineer approves the Contractor's final submittal. The Contractor shall:
 - 1. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
 - 2. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
 - 3. Complete final cleanup in accordance with Section 40, paragraph 40-08, Final Cleanup.

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- 4. Complete all punch list items identified during the Final Inspection.
- 5. Provide complete release of all claims for labor and material arising out of the Contract.
- 6. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- 7. When applicable per state requirements, return copies of sales tax completion forms.
- 8. Manufacturer's certifications for all items incorporated in the work.
- 9. All required record drawings, as-built drawings or as-constructed drawings.
- 10. Project Operation and Maintenance (O&M) Manual(s).
- 11. Security for Construction Warranty.
- 12. Equipment commissioning documentation submitted, if required.

15.08 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.09 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or

repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

- 16.01 Owner May Suspend Work
 - A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor may be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.
- 16.02 Owner May Terminate for Cause
 - A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
 - B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
 - C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the

Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.
- 16.03 Owner May Terminate For Convenience
 - A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor may be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
 - B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 16.04 Contractor May Stop Work or Terminate
 - A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner

or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTE – NOT APPLICABLE

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by Texas State Laws. Venue and jurisdiction for all disputes under this contract shall be resolved in a State district Court located in Jefferson County Texas and none other.

18.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY GENERAL CONDITIONS

NAME AND LOCATION OF PROJECT

Work covered by these CONTRACT DOCUMENTS AND SPECIFICATIONS is entitled JACK BROOKS PROPOSED ROADWAY RECONSTRUCTION JERRY WARE / AIRPORT 3RD STREET, Fittz & Shipman, Inc. Project No. 21200. Site of the work is at end of JERRY WARE AND 1ST STREET, in Jefferson County, Texas.

DESCRIPTION OF WORK

- 1. Under this contract, the Contractor is to furnish all materials, appliances, tools, equipment, necessary for the construction of the work as described in these TECHNICAL SPECIFICATIONS and as shown on the PLANS. The completed installation is not to lack any part which can be subsidiary items which are customarily furnished, and the Contractor is to deliver the installation to the Owner in Operation condition.
- 2. Work, in general, under this Contract consists of furnishing all labor and materials for clearing, grubbing, grading, road base, street pavement, and drainage and other associated work, performing site restoration and cleaning up the project.

CONTRACTS

Three (3) sets of Contract Documents will be submitted for signature by the Contractor and the OWNER. Distribution will be as indicated:

Jefferson County	1
Contractor	1
Engineer	1

PLANS

INDEX OF DRAWINGS

	TITLE SHEET
C1.1	QUANTITY TABULATIONS
C2.1 -C2.4	TYPICAL SECTIONS
C3.1 - C3.5	PROJECT LAYOUT
C4.1 - C4.2	GENERAL NOTES
C5.1 - C5.2	SURVEY CONTROL
C6.1 - C6.3	DEMOLITION PLAN - JERRY WARE DRIVE
C6.4 - C6.6	DEMOLITION PLAN - AIRPORT 3RD. STREET
C7.1 - C7.5	PLAN AND PROFILES - JERRY WARE DRIVE
C7.6 - C7.10	PLAN AND PROFILES - AIRPORT 3RD. STREET
C7.11 - C7.14	INTERSECTION GRADING
C7.15	ROADWAY STANDARDS AND PAVING DETAILS
C8.1 - C8.7	PAVEMENT STRIPING AND SIGNAGE
C9.1 - C9.2	SW3P PLAN
C10.1 - C10.10	TRAFFIC CONTROL PLAN
C11.1 - C11.4	DRAINAGE AREAS PLAN & CALCULATIONS
C12.1 - C12.2	DRAINAGE STANDARDS AND DETAILS
C13.1 - C13.7	EROSION CONTROL DETAILS
C14.1 - C14.12	TRAFFIC CONTROL DETAILS

All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by OWNER. The CONTRACTOR shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this Contract, whether the operations be himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable of the following types and limits (No insurance policy or Certificate of Insurance required below shall contain any aggregate policy year limit unless a specific dollar amount[or specific formula for determining a specific dollar amount aggregate policy year limit is expressly provided in the specification below which covers the particular insurance policy or Certificate of Insurance).

JOBSITE MEETING AREA

Contractor is responsible for providing area at jobsite for site meeting and construction progress and updates. This area shall be clean and dry with the ability to conduct meetings for durations up to an hour.

The Contractor shall provide biweekly meeting for updates of progress, and Monthly meetings to discuss payment applications and any issues.

MATERIALS IN PLACE

The Owner will not be responsible for damage of materials "in place" due to acts of vandalism, fire, weather, or any other cause.

Contractor is responsible for any and all damages to Owner's property including filling of ruts, plant damage and etc.

The Contractor shall provide a qualified supervisor for all crafts and who shall have the authority to make decisions regarding any and all phases of the work.

Disposal of removed materials and scrap - Remove from the site all materials including all scrap and debris, all removed material become property of Contractor.

During the course of construction, the Contractor shall provide all normal and necessary equipment and facilities required for his own use without dependence on use of Owner's equipment and facilities of any description.

GUARANTEE

The Contractor shall furnish to the Owner an unconditional written guarantee on all phases of the work including materials, labor and all other things for one (1) year from date of completion and acceptance of the work under this contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the OWNER has previously given the contract a written acceptance of such condition. OWNER shall give such notice promptly after discovery of the condition.

Violation of Anti Trust Laws: "Vendor hereby assigns to the purchaser any and or all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq (1973)."

ACCIDENT PREVENTION

- 1. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. He shall observe the provisions related thereto of the applicable laws and building and the construction codes and also of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America to the extent that such provisions are not in contravention of the applicable law. the Contractor shall, when existing circumstances so indicate, provide appropriate watchman service at night and over weekends and holidays.
- 2. The Contractor shall take every precaution so as not to block free access to and egress from adjacent roadways and property and all precaution shall be taken to prevent accidents to all Persons and damage to property.

DBE PROMPT PAYMENT MECHANISMS

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

PERMITS

- 1. The Contractor shall, without additional expense to Owner's be responsible for obtaining all necessary licenses and permits, and for complying with all applicable Federal, State and Local Laws, codes and regulations, in connection with the prosecution of the work. The cost of licenses and permits shall be borne by the Contractor except in those cases where the Owner's is exempt fourth payment of fees.
- 2. The Contractor shall pay for all permits and fees, including certificates and inspection fees, which are charged by or payable to public utilities rating bureau, fire underwriters etc. He shall also arrange for and give any required notice to the proper public or private body, organization bureau, or company in order that inspections may be made which are necessary for the progress of the work.

LOSS OR INJURY TO PERSONS OR PROPERTY

- 1. The Contractor shall be liable for any loss or injury to property or persons including property of OWNER, occasioned by his negligence, during the progress of the work, until the work has completed, and accepted by OWNER. He shall also assume full responsibility for loss by reason of violation of any Federal, State or local laws.
- 2. The Contractor shall immediately restore and/or repair, to the condition required by the; drawings and specifications then in effect, any damage to work done, resulting from an Act of God, vandalism or any cause, not directly attributable to the negligence of OWNER at no additional cost to OWNER the said loss to fall entirely upon the Contractor.

SPECIAL PROVISIONS

Basic TECHNICAL SPECIFICATION Items which follow describe general requirements. When necessary, Special Provisions are inserted to describe additional requirements applicable to this Contract. Special provisions are to be used in conjunction with basic TECHNICAL SPECIFICATION Items. In the event of conflict between requirements of the Special Provisions and the basic TECHNICAL SPECIFICATION Items, The requirements as set forth in the Special Provisions will govern.

TECHNICAL SPECIFICATIONS

- 1. TECHNICAL SPECIFICATIONS are interpreted to require that Contractor shall provide all items, articles, materials, operations of methods listed, mentioned or scheduled either on PLANS or specified herein, or both, including all labor, materials, equipment, and incidentals necessary and required for their completion.
- 2. All references to standard TECHNICAL SPECIFICATIONS or manufacturer's installation directions shall mean the latest edition thereof.
- 3. Reference to technical society, organization, or body is made in TECHNICAL SPECIFICATIONS in accordance with the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute (formerly ASA)
API	American Petroleum Institute
ASTM	American Society for Testing and Materials

AWS	American Welding Society
AWWA	American Water Works Association
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulate Power Cable Engineers Association
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
PCA	Portland Cement Association
UL	Underwriters Laboratories

4. Some TECHNICAL SPECIFICATIONS items cover construction requirements and materials in comprehensive manner, and only pertinent portion of these items apply.

LINES AND GRADES

Project elevation bench mark and baseline will be furnished by the Engineer to aid the Contractor in laying out the job. Replacement of construction stakes destroyed, or removed, by the Contractor will be at the expense of the Contractor. The Engineer will establish benchmarks and references for horizontal control.

Contractor must satisfy himself, before commencing work as to meaning or correction of all takes or marks, and no claim will be entertained for or on account of any alleged inaccuracies, or for alterations subsequently necessary on account of such alleged inaccuracies unless Contractor notifies Engineer in writing before commencing work thereon. Contractor is to protect stakes and pay all cost involve in any restaking. Stakes, as described above, will be furnished as required by Contractor within 48 hours after notification to the Engineer by the Contractor. Contractor shall have a representative on the job at the time the field party begins work.

UTILITY SERVICES FOR CONSTRUCTION

Contractor will provide all utilities necessary for construction at no additional cost to the Owner unless otherwise specified in preceding Special Provisions.

MATERIALS TESTING

Contractor provides first test of materials unless otherwise specified. Subsequent tests will be at Contractor's expense. Notify the Engineer prior to manufacture or fabrication of items so that observation may be accomplished and furnish samples of materials to the Engineer for testing.

VARIATIONS DUE TO EQUIPMENT

Foundations, structural supports, and piping shown on PLANS for items of equipment may be changed if necessary to accommodate structural supports, and piping so that no changes will be necessary; however, exact dimensions and size of subject foundations and structural supports and exact piping installations cannot be finally determined until various items of equipment are purchased and manufacturer's certified shop drawings are secured. Contractor shall make required changes, after prior consultation with Engineer, at no cost to the Owner.

ALTERNATE DESIGNS

If alternate designs are proposed for convenience of the Contractor, Contractor shall submit design calculations and detail drawings covering proposed changes and related modifications of Contract PLANS to the Engineer for review. Contractor shall make drawings the same size a as the Contract PLANS and of comparable quality. Contractor shall make payment of charges resulting from modifications, including engineering charges for chicken such designs.

SHOP DRAWINGS / SUBMITTALS

Pipe materials Storm Inlets Joint material Rebar Water line, fittings & valves - materials Concrete paving mix design Asphalt Mix

OPERATIONS MAINTENANCE MANUALS

No Operation and maintenance manuals are required for this project.

SUBSURFACE EXPLORATION

It is not represented the PLANS show all existing pipelines, storm sewer, sanitary sewer, water, gas, telephone, and electrical facilities, and other underground structures. Contractor shall determine the location of these installations in the way of construction by referring to available records, consulting appropriate governmental agencies and utility owners, and by making necessary exploration and excavations.

DEVIATIONS OCCASIONED BY UTILITY STRUCTURES

Whenever existing utilities, not indicated on PLANS present obstructions to grade and alignment of pipe, immediately notify the Engineer, who without delay, will determine whenever existing improvements are to be relocated or grade and alignment of pipe changed. Where necessary to move services, poles, guy wires, pipelines, or other obstructions, make arrangements with utilities. Owner will not be liable for damages on account of delays due to changes made by owners or privately owned utilizes which hinder progress of work.

PROTECTION AND REPLACEMENT OF PROPERTY

In addition to requirement of Article 5.02 of the GENERAL CONDITIONS OF THE CONTRACT, the following applies:

"Where necessary to take down fences, signs or other obstructions, Contractor shall replace them to their original condition and restore damaged property or make satisfactory restitution, at no cost to Owner."

INTERRUPTION OF UTILITY SERVICES

Contractor shall operate no valve or other control on existing utilities. Exercise care in performing work so as not to interrupt service. Locate and uncover existing utilities ahead of heavy excavation equipment.

PROTECTIVE MEASURES

Where construction creates hazard to pedestrian, traffic, or public safety, furnish and maintain suitable barricades, warning signs and lights in conformation with OSHA requirements. Remove same when no longer necessary.

It is the responsibility of the Contractor to furnish, install and maintain barricades, detour signs warning signs, and flashers.

USE OF STREETS

Do not block ditches, inlets, fire hydrants, etc. Provide for temporary drainage where necessary.

DAILY RECORD

Contractor shall maintain a daily record which shall include number of employees on site, time of arrival and time of departure from the project site, description of the work performed, weather conditions, and other pertinent information. Each daily record shall be signed by the project Superintendent and submitted to the Owner daily.

SCHEDULE

Contractor shall submit project schedule in accordance with Sections 2.6 and 2.9. Schedule shall be prepared using Bar Chart or Critical Path Method (CPM) and indicate Weekly activities and milestones.

Milestones for the listed activities shall be indicated:

Start of Contract Mobilization Order of Materials Installation of storm sewer lines Installation of water lines Inlet & Manhole Construction Pavement Restoration Sodding/Seeding Cleanup Substantial Completion

Additional items may be added by the Contractor.

Federal Contract Provisions

Owner/Sponsor: Jefferson County, Texas Department: Jack Brooks Regional Airport Engineer: Fittz & Shipman, Inc. Contractor: Elite Contractors and Equipment Project: Landside Road Pavement Repairs JBRA – IFB 23-009 JW

Federal laws and regulations require that a sponsor (Jefferson County) include specific clauses in construction contracts regardless of whether or not the project is Federally funded.

Terms and conditions in this document are intended to meet Federal Contract Provisions. Where a conflict occurs between this document and other provisions in the executed contract, the Federally Approved and Mandated language in this section will prevail.

Most of the language in this Appendix *CANNOT BE MODIFIED* due to language being approved by the FAA to meet the applicable Federal statutes.

Appendix Item 1: Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of **NOT LESS THAN THREE YEARS AFTER FINAL PAYMENT** is made and all pending matters are closed.

Appendix Item 2: Notice of Requirement for Affirmative Action

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:[10.01%]Goals for female participation in each trade:6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project

for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is *Texas, Jefferson County / Beaumont / Port Arthur MSA*.

Appendix Item 3: Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Appendix Item 4: Buy American Preferences

Contractor shall provide a completed and signed Buy American Preference form and return to Owner prior to execution of contract.

Appendix Item 5: General Civil Rights Provisions

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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Appendix Item 6: Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, *each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin*.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the sponsor.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

- During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and
 resulting agency guidance, national origin discrimination includes discrimination because of limited English
 proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP
 persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Appendix Item 7: Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Appendix Item 8: Contract Workhours and Safety Standards Act

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

Appendix Item 9: Copeland "Anti-Kickback" Act

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. *The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week*. Owner must report any violations of the Act to the Federal Aviation Administration.

This requirement is typically met when contractors provide Certified Payrolls in compliance with Davis Bacon wage reports.

Appendix Item 10: Davis-Bacon Requirements

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination

within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30day period that additional time is necessary.

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that 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 that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractor. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Appendix Item 11: Certification Regarding Debarment

By submitting a bid/proposal under this solicitation prior to the award and this contract, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. *This form is submitted and included in the Bid Document portion of this contract.*

Appendix Item 12: Disadvantaged Business Enterprises

Contract Assurance (§ 26.13) -

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages; and/or
- 4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from **the Owner**. The prime contractor agrees further to return retainage payments to each subcontractor within **30** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of **the Owner**. This clause applies to both DBE and non-DBE subcontractors.

Appendix Item 13: Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

Appendix Item 14: Energy Conservation Requirements

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

Appendix Item 15: Drug Free Workplace Requirements

Contractor will abide by relative applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended).

Appendix Item 16: Equal Opportunity Clause

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female offthe-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other

employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Appendix Item 17: Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Appendix Item 18: Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this contract, to the best of his or her knowledge and belief, that:

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

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

Appendix Item 19: Prohibition of Segregated Facilities

- (1) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(3) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Appendix Item 20: Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Appendix Item 21: Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- (1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- (2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelinesconstruction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

Appendix Item 22: Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

Appendix Item 23: Tax Delinquency / Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\checkmark) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is (\checkmark) is not (\checkmark) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is (\checkmark) is not (\checkmark) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date Initials

Appendix Item 24: Termination for Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- (1) Contractor must immediately discontinue work as specified in the written notice.
- (2) Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- (3) Discontinue orders for materials and services except as directed by the written notice.
- (4) Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- (5) Complete performance of the work not terminated by the notice.
- (6) Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- (1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- (2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- (3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- (4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Appendix Item 25: Termination For Default

Other sections of this contract provide for contract termination by both parties due to default.

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

The Contractor shall be considered in default if their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- (1) Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- (2) Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- (3) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (4) Discontinues the execution of the work, or
- (5) Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- (6) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (7) Allows any final judgement to stand against the Contractor unsatisfied for a period of 10 days, or
- (8) Makes an assignment for the benefit or creditors, or
- (9) For any cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

Appendix Item 26: Termination for national emergencies.

The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

Appendix Item 27: Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Form A. Affirmative Action Compliance Form

The Contractor shall provide written notice to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area, Beaumont Port Arthur MSA.

	!		!
	Mailing Address	Telephone	Subcontractor EIN
	[]		· · · · · · · · · · · · · · · · · · ·
Subcontractor Name	Est Amount	Est Start Date	Est End Date
	Mailing Address	Telephone	Subcontractor EIN
Subcontractor Name	Est Amount	Est Start Date	Est End Date
Subcontractor Name		LSt Start Date	
	Mailing Address	Telephone	Subcontractor EIN
Subcontractor Name	Est Amount	Est Start Date	Est End Date
	Mailing Address	Telephone	Subcontractor EIN
Subcontractor Name	Est Amount	Est Start Date	Est End Date
	Mailing Address	Telephone	Subcontractor EIN
L			
Subcontractor Name	Est Amount	Est Start Date	Est End Date

The above form can be completed or used as a template. The form must be submitted to the Houston District Office, address below. This form, or similar, must be submitted with a letter identifying the project name.

U.S. Department of Labor – OFCCP 2320 La Branch, Rm 1103 Houston, TX 77704

General Decision Number:

TX20230038 01/06/2023

Superseded General Decision Number: TX20220038

State: Texas

Construction Type: Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date		
0	01/06/2023		
SUTX2011-013 08/10/2011		Rates	Fringes
CEMENT MASON/CONCRETE FINISHER			
(Paving and Structures)		\$ 12.98 **	
ELECTRICIAN		\$ 27.11	
FORM BUILDER/FORM SETTER			
Paving & Curb		\$ 12.34 **	
Structures		\$ 12.23 **	
LABORER			
Asphalt Raker		\$ 12.36 **	
Flagger		\$ 10.33 **	
Laborer, Common		\$ 11.02 **	
Laborer, Utility		\$ 11.73 **	
Pipelayer		\$ 12.12 **	
Work Zone Barricade Servicer		\$ 11.67 **	
PAINTER (Structures)		\$ 18.62	
POWER EQUIPMENT OPERATOR:			
Asphalt Distributor		\$ 14.06 **	
Asphalt Distributor Asphalt Paving Machine		\$ 14.06 ** \$ 14.32 **	
Asphalt Distributor Asphalt Paving Machine Broom or Sweeper			
Asphalt Paving Machine	ne	\$ 14.32 **	
Asphalt Paving Machine Broom or Sweeper		\$ 14.32 ** \$ 12.68 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin		\$ 14.32 ** \$ 12.68 ** \$ 13.07 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu Concrete Saw		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 ** \$ 13.99 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu Concrete Saw Crane, Hydraulic 80 Tons or less		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 ** \$ 13.99 ** \$ 13.86 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 Tons or less		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 ** \$ 13.99 ** \$ 13.86 ** \$ 14.97 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 Tons or less Crane, Lattice boom over 80 Tons		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 ** \$ 13.99 ** \$ 13.86 ** \$ 14.97 ** \$ 15.80 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 Tons or less Crane, Lattice boom over 80 Tons Crawler Tractor		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 ** \$ 13.99 ** \$ 13.86 ** \$ 14.97 ** \$ 15.80 ** \$ 13.68 **	
Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 Tons or less Crane, Lattice boom over 80 Tons Crawler Tractor Excavator, 50,000 pounds or less		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 ** \$ 13.99 ** \$ 13.86 ** \$ 14.97 ** \$ 15.80 ** \$ 13.68 ** \$ 12.71 **	
 Asphalt Paving Machine Broom or Sweeper Concrete Pavement Finishing Machin Concrete Paving, Curing, Float, Textu Concrete Saw Crane, Hydraulic 80 Tons or less Crane, Lattice boom 80 Tons or less Crane, Lattice boom over 80 Tons Crawler Tractor Excavator, 50,000 pounds or less Excavator, Over 50,000 pounds 		\$ 14.32 ** \$ 12.68 ** \$ 13.07 ** \$ 11.71 ** \$ 13.99 ** \$ 13.86 ** \$ 14.97 ** \$ 15.80 ** \$ 13.68 ** \$ 12.71 ** \$ 14.53 **	
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	Motor Grader, Fine Grade	\$ 15.69 **
	Motor Grader, Rough	\$ 14.23 **
	Off Road Hauler	\$ 14.60 **
	Pavement Marking Machine	\$ 11.18 **
	Piledriver	\$ 14.95 **
	Roller, Asphalt	\$ 11.95 **
	Roller, Other	\$ 11.57 **
	Scraper	\$ 13.47 **
	Spreader Box	\$ 13.58 **
Se	ervicer	\$ 13.97 **
St	eel Worker	
	Reinforcing Steel	\$ 15.15 **
	Structural Steel Welder	\$ 12.85 **
	Structural Steel	\$ 14.39 **
٦	TRUCK DRIVER	
	Low Boy Float	\$ 16.03 **
	Single Axle	\$ 11.46 **
	Single or Tandem Axle Dump	\$ 11.48 **
	Tandem Axle Tractor w/Semi Trailer	\$ 12.27 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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:
 - a. an existing published wage determination
 - b. a survey underlying a wage determination
 - c. a Wage and Hour Division letter setting forth a position on a wage determination matter
 - d. 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 National Office because National Office has 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 DeterminationsWage and Hour DivisionU.S. Department of Labor200 Constitution Avenue, N.W.Washington, DC 20210

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.

CONTRACT (23-009/JW) LANDSIDE ROAD PAVEMENT REPAIRS AT THE JACK BROOKS REGIONAL AIRPORT

EXHIBIT A:

- Contractor's Certificate of Insurance (Jefferson County, Texas listed as "Additional Insured")
- Project Manual: Bid Specifications (including Technical Specifications and Drawings)
- Addenda No. 1-2 (completed and signed by CONTRACTOR)



CERTIFICATE OF LIABILITY INSURANCE

186 DATE (MM/DD/YYYY)

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This DENTRICATE IS USUBLIA & MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS ECHIPTICATE CONFERSION OF MERGINAL TOTAL CONTRACT BETWEEN THE SSUMG INSUREING, ALTHORADOR DE YTHE POLICIES EECONF. THAT DENTRIES TOTAL STATUS OF REAL MATTER OF INFORMATION ONLY AND CONFERSION AND THE CERTIFICATE HOLDER. THIS EVENTSOL OF MERGINAL TOTAL CONTRACT BETWEEN THE SSUMG INSUREING, ALTHORADOR DE YTHE POLICIES EECONF. THAT DENTRIES THE DENTRIES TH	·	05/17/2023									
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Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Invitation for Bids

February 21, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-009/JW) Landside Road Pavement Repairs at the Jack Brooks Regional Airport.** This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37). Specifications for this project may be obtained from the Jefferson County website, <u>https://www.co.jefferson.tx.us/Purchasing/</u> or by calling 409-835-8593.

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

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BID	NAME: Landsid	e Road Pavement Repairs at the Jack Brooks Regional Air
BID	NUMBER:	IFB 23-009/JW
DŲĮ	E BY TIME/DATE:	11:00 AM CT, Wednesday, March 29, 2023
MA	IL OR DELIVER TO:	Jefferson County Purchasing Department
		1149 Pearl Street, 1 st Floor
		Beaumont, Texas 77701

There will be a Non-mandatory Pre-Bid Conference and Walk-Through at 2:00 PM CT on Tuesday, March 7, 2023, at the Airport Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's <u>only opportunity</u> to view secured areas of the project.

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

Any questions relating to these bid requirements should be directed to at Jamey West, Contract Specialist at 409-835-8593 or via email at: Jamey.West@jeffcotx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation <u>will result</u> in a response being declared as non-responsive.

Deborah Clask

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH: Beaumont Enterprise & Port Arthur News: February 22, 2023 and March 1, 2023 The Examiner: January 19, 2023

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RESIDENCE CERTIFICATION/TAX FORM
HOUSE BILL 89 VERIFICATION
SENATE BILL 252 CERTIFICATION
BID AFFIDAVIT
TECHNICAL SPECIFICATIONS

BID SUBMISSIONS:

One (1) Original and Two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, drawings, and project manuals IN THEIR ENTIRETY. Drawings and project manuals -only- may be submitted as double-sided copies.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

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1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

• A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best **interest of Jefferson County**.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 **RESPONSIVENESS.**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 **RESPONSIBLE STANDING OF BIDDER.**

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto. **2.16 EVALUATION.**

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. **REJECTION OR WITHDRAWAL.**

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during

such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

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

7. AWARD,

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.

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

21. DISADVANTAGED BUSINESS ENTERPRISES (DBEs), MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBEs), AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

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

Affirmative Steps pursuant to 2 CFR §200.321

Good faith efforts will be taken to assure small and minority firms are used whenever possible, consistent with 49 CFR part 26. These steps and efforts include, but not limited to:

- Including qualified small business and minority forms on solicitation lists
- Assure that small businesses and minority firms are solicited whenever they are potential sources. Consultation with Airports Division, Office of Civil Rights and or State transportation offices is used.
- When economically feasible, the total requirements will be divided into tasks to permit maximum small business and DBE firm participation.
- Encourage consultants to subcontract portions of the work, even when they might otherwise perform the work with their own forces.

For the purposes of this IFB, respondents are to provide the following information:

- Certification of any DBEs on this project.
- Percentage of project DBEs will work on, if part of a team.
- The Bidder must clearly state that they have no DBEs on their team, if applicable. If Bidder has minority businesses as part of a team or is a minority business registered with the State of Texas but is not certified as a DBE, that information must also be clearly stated in bid response.

SECTION 2: FEDERAL MANDATED CONTRACT PROVISIONS

Some or all of the provisions in this section will be incorporated into a professional service agreement as a result of this solicitation.

BREACH OF CONTRACT TERMS/REMEDIES

Source: 2 CFR § 200 Appendix II (A)

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate administrative, contractual, or legal remedies if contractor/consultant violate or breach contract terms. The sponsor must also include appropriate penalties and sanctions. Language acceptable to meet the intent of this requirement will be included in contractual documents.

This requirement applies to all FEMA grant and cooperative agreement programs

Contract Types: This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR § 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to \$150,000.

TERMINATION OF CONTRACT (FOR CAUSE AND CONVENIENCE)

Source: 2 CFR § 200 Appendix II (B)

FAA Advisory Circular 150/5370-10, Section 80-09

Applicability: This provision requires Jefferson County, as the Airport Sponsor, to incorporate in all contracts over \$10,000, a provision that addresses termination for cause and termination for convenience, by the sponsor. The contractual provision must address the manner by which the sponsor's contract will be affected and the basis for settlement. Language acceptable to meet the intent of this requirement will be included in contractual documents.

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

Contract Types: This provision is required for all contracts that exceed \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

Source:	2 CFR § 200 Appendix II (C)	41 CFR § 60-1.4
	Executive Order 11246	41 CFR § 60-4.3

Applicability: The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions, a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount of the contract.

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

Contract Types: This provision is required for all contracts that exceed \$10,000.

Use of Provision: 41 CFR 60-1.4 provides the mandatory **contract** language. 41 CFR 60-4.3 provides the mandatory **specification** language. The sponsor will incorporate these clauses without modification.

Note: Any contracts resulting from this IFB will have the requisite language as set forth in 2 CFR 200 App II, 41 CFR 60-1.4, 41 CFR 60-4.3, and Executive Order 11246.

DAVIS-BACON REQUIREMENTS

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 5

Applicability: The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

COPELAND ANTI-KICKBACK

Source: 2 CFR § 200 Appendix II (D)

29 CFR Part 3 & Part 5

Applicability: The Copeland Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

It DOES NOT apply to the FEMA Public Assistance Program.

For Professional Services: The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Use of Provision: 29 CFR 5 establishes the specific language the sponsor must use without modification. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Source: 2 CFR § 200 Appendix II (E) 29 CFR Part 5

40 U.S.C. § 3701-3708

Applicability: Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek and prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

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Jefferson County urges all contractors, regardless of funding sources for projects, to follow all applicable Federal and State labor laws.

For Professional Services: This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards This includes members of survey crews and exploratory drilling operations.

Use of Provision: The following text will be included in applicable contracts without modification:

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$500.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- 3. Withholding for unpaid wages and liquidated damages. Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

RIGHTS TO INVENTIONS

Source: 2 CFR § 200 Appendix II (F)

37 CFR § 401

Applicability: This provision applies to all contracts and subcontracts with small business forms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

CLEAN AIR AND WATER POLLUTION CONTROL

Source: 2 CFR § 200 Appendix II (G)

29 CFR Part 5

Applicability: This provision is required on all contracts and lower tier contracts that exceed \$150,000.

Use of Provision: The following language will be included in applicable contracts:

 Contractor agrees to comply with all applicable standards, orders, and regulations pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-13870). The contractor agrees to report any violation to the owner immediately upon discovery. The owner assumes responsibility for notifying the EPA and the FAA.

DEBARMENT AND SUSPENSION

Source:	2 CFR Part 180 (Subpart C)	2 CFR Part 3000
	2 CFR Part 1200	DOT Order 4200.5

Applicability: Required in all FEMA grant and cooperative agreement programs, regardless of amount. This requirement applies to covered transactions as defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agents or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. Jefferson County must verify that the firm or individual that is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. This is accomplished by:

- 1. Checking SAM.gov to verify the firm's or individual's status;
- 2. Collecting a certification from the firm or individual that is not suspended, debarred, or excluded; and
- 3. Incorporating a clause into the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

See Paragraph above for more information on SAM.gov.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Source:	2 CFR § 200 Appendix II (J)	31 USC § 1352 – Byrd Anti-Lobbying Amendment

49 CFR Part 20, Appendix A 44 CFR Part 18

Applicability: This requirement applies to all FEMA grant and cooperative agreement programs. Consultants and contractors that apply or bid an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200 Appendix (J) and 31 USC 1352.

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If applicable, contractors *must sign and submit* to Jefferson County the "Certification Regarding Lobbying" Form included in this bid specification.

PROCUREMENT OF RECOVERED MATERIALS

Source: 2 CFR § 200 Appendix II (J)		Solid Waste Disposal Act
	40 CFR Part 247	2 CFR § 200.322

Applicability: Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

This requirement applies to:

- All contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.
- All construction and equipment projects.
- Any contract, professional and property acquisition, that includes procurement of a product that exceeds \$10,000.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website:

https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act." The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200.

ACCESS TO RECORDS AND REPORTS

Source:	2 CFR § 200.333	FAA Order 5100.38

2 CFR § 200.336

Applicability: 2 CFR § 200.333 requires a sponsor to retain records pertinent to a federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of Appendix II to 2 CFR part 200. The following will be in applicable contracts:

- The contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters have been resolved.
- 3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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- The Contractor agrees to provide the FEMA Administrator or their representatives access to construction
 or other work sites pertaining to the work being completed under the contract.
- 5. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

AFFIRMATIVE ACTION REQUIREMENT

Source: 41 CFR Part 60-4

FAA Order 5100.38

Executive Order 11246

Applicability: Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/03/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types:

- **Construction:** The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000.
- Equipment: The sponsor must incorporate this notice in all solicitations for equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment, generators). This provision does not apply to equipment acquisition projects where the manufacturer of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and vehicles).
- **Professional Services:** The sponsor must incorporate this notice in any professional service agreement if the agreement includes tasks that meet the definition of construction work, as defined by the DOL, and exceeds \$10,000.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 41 CFR Part 60-4. The following will be in applicable contracts:

SOLICITATION CLAUSE:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

а.	Goals for minority	participation f	or each trade:	10.01 %
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b. Goals for female participation in each trade: 10.01 %

These goals are applicable to all of the contractor's construction work, whether or not it is federal or federally assisted, performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with these goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of these subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the covered area is Texas, Jefferson County, Beaumont.

BUY AMERICAN PREFERENCES

Source: 49 USC § 50101

Applicability: the buy American preference requirement in 49 USC § 50101 requires that all still in manufactured goods used on AIP projects be produced in the United States. This statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions a sponsor may request that the FAA issue a waiver from the by American preference requirements if the FA finds that:

- 1. Applying the provision is not in the public interest;
- 2. The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3. The cost of components in subcomponents produced in the United States is more than 60% of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number, such as specific airport lighting equipment, are considered the equipment.
- 4. Applying this provision would increase the cost of the overall project by more than 25%.

For construction and equipment procurement projects, language, forms, and references to 49 USC § 50101 will be included in the solicitation.

Professional Service Agreements typically do not result in a deliverable that meets the definition of a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Use of Provision: When applicable, the sponsor's language in the contract must fully satisfy the requirements of 49 USC § 50101.

CIVIL RIGHTS

Source:	49 USC § 47123	Title VI of the Civil Rights Act of 1964
	FAA Order 1400.11	US DOT Order 1050.2

Applicability: Title VI of the Civil Rights Act of 1964, as amended, Title VI, prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. DOT Order 1050.2 Standard Title VI Assurances and Nondiscrimination Provisions, effective 04/24/2013. These assurances require the sponsor insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

TITLE VI SOLICITATION NOTICE

Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of any contract as a result of this bid, the Contractor, for itself, its assignees, and successors in interest, hereinafter referred to as the Contractor, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964
- 49 CFR part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Airport and Airway Improvement Act of 1982
- The Civil Rights Restoration Act of 1987
- Titles II and III of the Americans with Disabilities Act of 1990
- The Federal Aviation Administration's Nondiscrimination Statute
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- Title IX of the Education Amendments of 1972

DISADVANTAGED BUSINESS ENTERPRISE

Source: 49 CFR part 26

Applicability: A sponsor that anticipates awarding \$250,000 or more in AIP funding prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project. (§26.45).

Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

- Clause in all solicitations for proposals for which a contract goal has been established;
- Clause in each prime contract, and;
- Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1. Names and addresses of the DBE firms that will participate in the contract;
- 2. A description of the work each DBE firm will perform;
- 3. Percentage/dollar amount of the participation of each DBE firm listed under 1.

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- 4. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in 49 CFR part 26 Appendix A

The requirements of 49 CFR part 26 apply to this contract. It is the policy of Jefferson County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Jefferson County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE CONTRACT ASSURANCES

Contracts as a result of this bid will include contract assurances per §26.13, if applicable:

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

- 1. Withholding monthly progress payments;
- 2. Accessing sanctions;
- 3. Liquidated damages; and/or
- 4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Jefferson County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Jefferson County. This clause applies to both DBE and non-DBE subcontractors.

DISTRACTED DRIVING

Source: Executive Order 13513 2 CFR §200.67

DOT Order 3902.10

Applicability: The FAA encourages recipients of federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Use of Provision: The following clause will be included in all Federally-assisted contracts regardless of amount:

In accordance with executive order 13513, federal leadership on reducing text messaging while driving, Andy OT order 3902.10, text messaging while driving, the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles Papa forming work activities associated with the project. The contractor must include the substance of this clause and other sub tier contracts exceeding \$3,500 that involve driving a motor vehicle and performance of work activities associated with the project.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

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Applicability: FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

NO OBLIGATION BY FEDERAL GOVERNMENTS

The FAA and or FEMA is not a party to any transaction between the recipient and its contractor. The FAA and or FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

Applicability: FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

resi Name and Title of Contractor's Authorized Official

Date

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

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

The Contractor <u>Elite Contractors and Fauipment LTD</u> certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Breck Sauls- President

Name and Title of Contractor's Authorized Official

3-28-2023

Date

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

EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Officia

3-28-2023

Date

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

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and Two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, drawings, and project manuals <u>IN THEIR ENTIRETY</u>. <u>Drawings and project manuals -only- may be submitted as</u> double-sided copies.

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, March 29, 2023.

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2023):

January 16		Martin Luther-King, Jr. Day
February 20		President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

There will be a **Non-Mandatory Pre-Bid Meeting on Tuesday, March 7, 2023 at 2:00 pm CT**, at the Jack Brooks Regional Airport - Administration Conference Room located at 5000 Jerry Ware Blvd. Beaumont, Texas 77705. This conference will be the Bidder's only opportunity to view secured areas of the project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Jamey West & Contract Specialist at: <u>Jamey.West@jeffcotx.us</u> The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, March 20, 2023.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

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

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission.</u>

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

A sample of a completed FORM 1295 is included on PAGE 37.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is <u>not</u> required for:

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

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

- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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

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An official website of the United States government Here's how you know

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SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INT	ERESTED PARTIES			FORM 129
Complete Nos. 1 ~ 4 and 6 if t Complete Nos. 1, 2, 3, 5, and	here are interested parties. 6 if there are no interested parties.			CE USE ONLY
Name of business entity filing form entity's place of business. **YOUR FIRM NAME HER	, and the city, state and country of the b	usiness		USIFILE
Name of governmental entity or sta which the form is being filed. **JEFFERSON COUNTY,	ate agency that is a party to the contract TEXAS*	t for	L	USI
Provide the identification number u and provide a description of the set **BID/CONTRACT/PO NU	used by the governmental entity or state rvices, goods, or other property to be pr MBER GOES HERE**	agency to ovided up	ingk pride	ntify the contract ract.
	997 - 1997 -	à		
Name of Interested Party	City, State, Country (place of business)	2		t (check applicable
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Executed in County.	Signature of authorized	•	, q	-

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BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

				1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested p	parties.		USE ONLY TION OF FILING
1	Name of business entity filing form, and the city, state of business.	and country of the business entity's place	Certificate Nur	
	Elite Contractors and Equipment LTD		2023-999653	
	Kirbyville, TX United States		Date Filed:	
2	Name of governmental entity or state agency that is a being filed.	party to the contract for which the form is	03/28/2023	
	Jefferson County Texas		Date Acknowle	edged:
3	Provide the identification number used by the governm description of the services, goods, or other property to	nental entity or state agency to track or identify b be provided under the contract.	the contract, an	nd provide a
	IFB 23-009/JW Road Repair			
4				ture of interest
	Name of Interested Party	City, State, Country (place of busin	ess) (ch Control	eck applicable) ling Intermediary
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5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION			
	My name is Breck Sauls	, and my date of t	birth is $09/\epsilon$	1973.
	My address is 663 CK 601A	Kirbyvilk, T	K. 7595	6 USA
	(street)	(city) (sta	ate) (zip cod	e) (country)
	I declare under penalty of perjury that the foregoing is true a	and correct.		
	Executed in <u>Jasper</u>	County, State of <u>Texas</u> , on the		arch , 20 <u>23</u> . Nonth) (year)
	یکھ - 	Signature of authorized agent of contri	racting husinees	antibu
-		(Declarant)		-
or	ms provided by Texas Ethics Commission	www.ethics.state.tx.us	Vers	on V3.5.1.3ac88bc0

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:	
Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

- 11.1 Definitions:
 - 11.1.1 **Certificate of coverage ("Certificate")** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 11.1.2 **Duration of the project** includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 11.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract <u>refer to Section 10 above</u>.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- **11.6** The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

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BIDDER: INSERT BID SURETY BEHIND THIS PAGE.

Bid Bond

CONTRACTOR: (Name, legal status and address) Elite Contractors and Equipment, LTD

> 663 CR 601A 555 College Kirbyville, TX 75956 Princeton, N OWNER: (Name, legal status and address) Jefferson County Purchasing Department 1149 Pearl St., 1st Floor Beaumont, TX 77701 BOND AMOUNT: Five Percent (5%) of Total Amount Bid

SURETY: (Name, legal status and principal place of business) American Alternative Insurance Corporation 555 College Road East Princeton, NJ 08543

This document has important legat consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

init.

(Name, location or address, and Project number, if any) Landside Road Pavement Repairs at the Jack Brooks Regional Airport - Bid No. IFB 23-009/JW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and yold, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	29th	đay of	March	2023	
Monica	Kelle	ef	Elite Contract	ors and Equipment,	LTD
(Witness)		1	(Principal)		(Seal)
\sim			(Ditte)		
(Witness)	Suc	<u> </u>	(Surety)	ernative Insurance Co	Seal)
A . C. Trickleringer	_ €107-		(Title) Garret	ball Durner. Attornev-in	Fact

AIA Document A310¹⁴ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA⁴ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA⁶ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the taw. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright Molations of AIA Contract Documents, e-mell The American Institute of Architects' legal counsel, copyright@ala.org. KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Meghann Catherine Turner; Mary Catherine Turner; and Garrett Turner

Its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertakings so made, executed and delivered shall objects as a consent of the penal sum thereof in excess of the sum of <u>One Hundred Million Dollars (\$100,000,000)</u>. Such bonds and undertakings to vald Attorney(s)-In-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of self Company under its comparise and therein the view for the value of the binding upon said Company as fully and to thesame extent as if signed

by the President of sald Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of sald Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

CONFORMATE SEAL	By:	Johnal Kom
SEAL	, ,	Michael G. Kerner President
COF DELAWITH	Attest:	Ignacio Rivera

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



CERTIFIED COPY

of New Jersey

Deputy General Counsel & Secretary

My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorneys or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used 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.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

- FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 29th day of March 2023



AMERICAN ALTERNATIVE INSURANCE CORPORATION



Ignacio Rivera Deputy General Counsel & Secretary

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

Bid Number & Name: Invitat Landsi) s at the Jack Brooks Regional Airport	
Bidder's Company/Business	Name: Elite Contra	actors and Equipment (.TD
Bidder's TAX ID Number:		• •	
If Applicable: HUB Vendor	No	_ DBE Vendor No	
Contact Person: <u>Breck</u>	Sauls	Title: President	
Phone Number (with area co	de): <u>409-1880-</u>	- 5258	
Alternate Phone Number if a	vailable (with area code):_	409-622-5608	
Fax Number (with area code)	:		
Email Address: breck	@ elite-equ	L.COM	
Mailing Address (Please prov	de a <u>physical address for</u>	bid bond return, if applicable):	
603 CR 601 A	·		

Address <u>Kirbyville</u> TX 75956 City, State, Zip Code

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

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



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street OFFICE MAIN: (409) 835-8593 1st Floor, Beaumont, TX 77701 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	IFB 23-009/JW
IFB TITLE:	LANDSIDE ROAD PAVEMENT REPAIRS AT THE JACK BROOKS REGIONAL AIRPORT
IFB DUE BY:	11:00 AM CT, WEDNESDAY, MARCH 29, 2023
ADDENDUM NO.:	1
ISSUED (DATE):	MARCH 13, 2023

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: CLARIFICATIONS, REVISIONS TO BID SPECIFICATIONS (PAGES 26, 43)

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

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

ATTEST:

Approved by <u>B</u> Date: <u>3-(3-2-3</u>)

Authorized Signature (Respondent)

Project Manasel Title of Person Signing Above

Typed Name of Business or Individua

663CK601A Kirbyville, TX 75956 Address

Question: Does the Testing firm have to be a TxDOT pre-certified material testing lab?

Answer: We will follow all the state and ASTM testing methods and procedures. However, the testing lab does not have to be TXDOT pre-certified lab.

Question: Will the material testing be paid by the Owner or Contractor?

Answer: The testing results will be reviewed and documented by the Owner and Engineer. However, the Contractor will schedule, direct, and pay for the 3rd Party material testing firm. Include all expenses under the various bid items of the project.

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland

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

Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

-REVISED- PAGE 26 OF 73 (ADDENDUM NO. 1)

IFB 23-009/JW. LANDSIDE ROAD PAVEMENT REPAIRS-JBRA (ADDENDUM NO. 1)

PLEASE NOTE: Bid Award is subject to grant funding for this project. The County may choose to award all or in partial the projects listed on this bid form.

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within <u>270</u> calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of <u>FIVE HUNDRED DOLLARS (\$500.00)</u> per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street OFFIC 1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER:	IFB 23-009/JW
IFB TITLE:	LANDSIDE ROAD PAVEMENT REPAIRS AT JACK BROOKS REGIONAL AIRPORT
IFB DUE BY:	11:00 AM CT, WEDNESDAY, MARCH 29, 2023
ADDENDUM NO.:	2
ISSUED (DATE):	MARCH 22, 2023

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum:

- CLARIFICATIONS
- REVISED BID FORM PAGE (PAGE 53/D10)
- ADDITIONAL FORM (TO COMPLETE & SUBMIT): BUY AMERICAN CERTIFICATE

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

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

ATTEST:

Approved by <u>B</u> Date: <u>3-22-23</u>

Authorized Signature (Respondent)

<u>Project Manager</u> Title of Person Signing Above

Elite Contractors and Equipment (TO) Typed Name of Business or Individual

063 CR LODIA Kirbyville TX 75956



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

CLARIFICATIONS:

QUESTION: We have looked over the plans and cannot find where the size for each sign is to be, also what size the post is to be (schedule 40 or 80)?

ANSWER: Custom directional signs shall be manufactured as required according to sign layouts. Shop drawings for sign prior to fabrication will be reviewed and approved for erection on site. Mounting post for signs shall be Schedule 80 post.

QUESTION: Proposed curb called for on 3rd street stations 0+80—7+80. Can a quantity and bid item be added for this?

ANSWER: See revised bid item #23, Remove and replace sheet Bid Sheet D10. Remove and replace Drawing C1.1, dated 03-21-2023

QUESTION: Do we have any kind of estimate for the bond?

ANSWER: To maintain a competitive bidding process, the County does not release Engineer Estimates for projects.

QUESTION: Jerry Ware Phase 1 construction section plan sheet C10.1 calls for proposed 2" asphalt overlay. Can a Bid Item be added for the overlay paid for by the TON? The inconsistency of existing shoulder would make it difficult to calculate tonnage by area and laying just proposed depth may make for a very poor ride.

ANSWER: Temporary asphalt paving of existing shoulder as required during Phase I traffic flow. Existing shoulder has asphalt surface but will need additional asphalt patching in certain areas to maintain traffic flow throughout the phase, as required.

QUESTION: Hydrated Lime is called for in the Bid Items. This will be extremely dusty for the Airport / businesses. Would EOR consider changing bid items to slurry lime?

ANSWER: Hydrated Lime can be applied as Lime Surry at the depth and rate specified by the Geotechnical Report.

QUESTION: The 3rd Street Plan Sheet C 7.6 & C7.7 calls out for a proposed Conc Ramps. Are these Curb Ramps? If so what Types?

ANSWER: Curb Ramps Type 7.

QUESTION: Is the HDPE culvert pipe common ASTM F2648 pipe or AASHTO M294 pipe? Is it soil-tight or water-tight?

ANSWER: AASHTO M294/M252 SMOOTH INTERIOR WALL, CORRUGATED EXTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE) PIPE ADS N-12 WT OR EQUAL. WITH LOCKING PUSH ON JOINTS AND WITH WATER TIGHT GASKETS MEETING ASTM F477. HDPE PIPE TO BE INSTALLED AS SHOWN IN PLANS AND ACCORDING TO MANUFACTURERS RECOMMENDATIONS.



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

CLARIFICATIONS (CONTINUED):

QUESTION: Is the RCP CL III or CL IV? Is tongue and groove with mastic okay or does it need to be gasketed RCP?

ANSWER: Optional: ASTM C-76 CLASS III REINFORCED CONCRETE PIPE. CONNECTIONS BETWEEN PIPE SHALL BE MADE WITH "RAM-NEK" OR EQUIVALENT APPROVED JOINTING MATERIAL.

QUESTION: Bid item #21 on the base bid calls out (24) concrete SETS, but I have only found (19) total; two at 12", eleven at 18" and six at 24". Where are the other five SETs.

ANSWER: The 18" pipes with double barrels counts each S.E.T., i.e. two each end.

QUESTION: It is my assumption that base bid item 15A would replace item 15. Should bid item 15A be removed from the base bid and be shown as separate additive alternate or supplemental item? It could swing a bid one way or the other if it is included in the base bid and will likely never be used since it will be significantly more expensive.

ANSWER: Base bid summation will include Bid item 15 only. Provide a cost for Bid Item 15A to be evaluated as optional alternative.

QUESTION: The plans call for demolition of rock drives, concrete drives, sidewalks, and wheel stops. Should there be bid items to cover this work or is it subsidiary to the various bid items? Please clarify.

ANSWER: All demolition features shall be included into the various bid items specified, and all work shall be subsidiary to the bid items listed.

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ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A

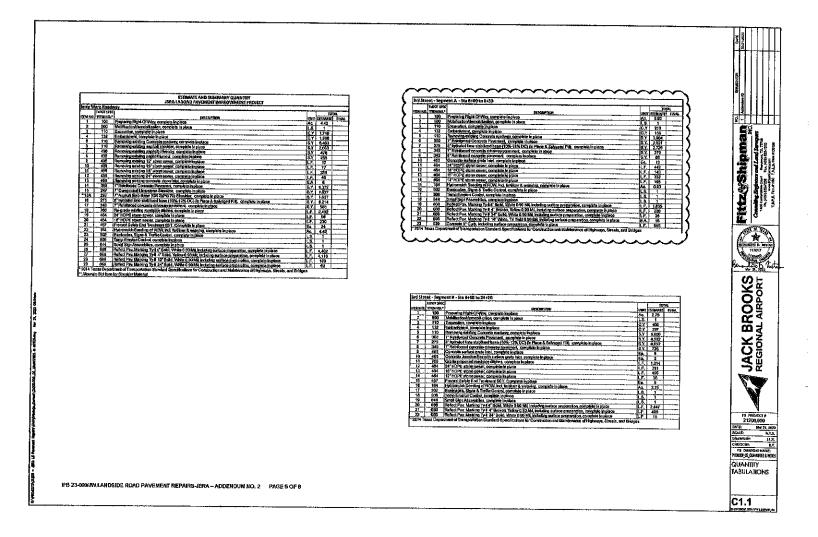
Item No.	TxDO Item N		Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
20	666	220	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place	\$	\$
21	666	35	L.F.	per linear foot Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ per linear foot	\$	\$
22	666	16	E.A.	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place @ per each	\$	\$
23	529	985	L.F.	Concrete 6" curb, including surface preparation, complete in place @ per linear foot	\$	\$

* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

ADDITIVE ALTERNATE #1 TOTAL AMOUNT BID

\$_____

D10



Certificate of Buy American Compliance for Manufactured Products

Jack Brooks Regional Airport, Beaumont TX 77705

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods used in Airport Improvement Program (AIP) funded projects be produced in the United States.

49 U.S.C. § 50101(b) also prohibits fraudulent use of "Made in America" labels, "a person shall not intentionally affix a label bearing the inscription of "Made in America", or any inscription with that meaning, to any product sold or shipped in the United States, if that product is not a domestic product.

PART 1: If material IS compliant with Buy America, then fill out the boxes below:

Project Name / Number:	
Cumular Company Norma	
Supplier Company Name:	
Supplied to: Contractor or Subcontractor Company Name:	
Materials: Bld Item No. / Bld Item Description:	Quantity:
Description of Material Manufactured in United States:	

PART 2: If material IS NOT compliant with Buy America, then fill out the two boxes below:

Description of foreign-made materials and the Country of Origin:

The Cost for the foreign-made materials (invoice cost for foreign manufactured products as delivered, including freight):

I certify under penalty of law that the steel of iron product identified on Part 1 of this form is manufactured in the United States, and complies with the requirements of 49 U.S.C. § 50101. The steel or iron product identified on Part 2 of this form or an attachment is a foreign manufactured product.

I certify that I have knowledge that submitting false statements and /or information may result in civil and criminal penalties.

uthorized Signature

Printed Name

Title

3-28-20

Date

Supplier's Company Name

IFB 23-009/JW.LANDSIDE ROAD PAVEMENT REPAIRS-JBRA - ADDENDUM NO. 2

PAGE 6 OF 6

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Certificate of Buy America Act Compliance

PLEASE NOTE: Bid Award is subject to grant funding for this project. The County may choose to award all or in partial the projects listed on this bid form.

We have examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the Drawings and Specifications.

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within <u>270</u> calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of <u>FIVE HUNDRED DOLLARS (\$500.00)</u> per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

IFB 23-009/JW. LANDSIDE ROAD PAVEMENT REPAIRS-JBRA (ADDENDUM NO. 1)

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Item			-	Description of Item with	Unit	<u> </u>
No.	17	No Qty.	1	Unit Price Written in Words	Price	Amount
01	100	4.42	Ac.	Preparing Right-Of-Way, complete in place		
				@ Eive hundred dollars		
				And Zero Cents per Acre	\$_50000	\$ 2,210.00
02	500	1	L.S.	Mobilization/demobilization, complete in place		
				@ One hundred fifteen thousand	, UT - OP	List of DD
			:	dollars and zero cents	\$ 115,000	\$ <u>115,000.00</u>
				per lump sum		
03	110	1,746	C.Y	Excavation, complete in place		
				@ Ten dollars and		
				<u>zero cents</u> per cubic yard	B10.00	\$17,460.00
04	132	1,988	C.Y	Embankment, complete in place		
				@ Twenty dollars and		
	-			<u>zero_cents</u> per cubic yard	A20.00	\$ 39,760.00
05	110	5,463	S.Y	Removing existing Concrete roadway, complete in place		
				@ Twelve dollars	1000	1 00
				and zero cents	\$ 1200	\$ <u>65, 556</u> .
				per square yard		
06	110	2,663	S.Y	Removing existing asphalt shoulder, complete in place		· · · · · · · · · · · · · · · · · · ·
				Six dollars end	, 100	\$ <u>15, 978.</u> °°
					\$_6.00	\$ <u>10, 470.</u>
				per square yard		

BASE BID ITEMS – Jerry Ware Road

BASE BID ITEMS - Jerry Ware Road

ltem No.	TxDO Item		t. 7. Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	110	478	S.Y	Removing existing asphalt driveway, complete in place @ <u>Twenty dollars and</u> <u>zero cents</u> per square yard	\$_ <u>20.00</u>	\$ <u>9,560.</u> °°
08	110	255	S.Y	Removing existing asphalt turnout, complete in place @_ <u>Six dollars and</u> <u></u>	\$_6.00	\$ <u>1,530.°</u> ~
09	496	17	L.F.	Removing existing 12" storm sewer, complete in place @ <u>Fiftcen dollars</u> <u>and zero cents</u> per linear foot	\$ <u>15.00</u>	\$ <u>255.°°</u>
10	496	77	L.F.	Removing existing 15" storm sewer, complete in place @_Fifteen_dollars_and _ <u>Zero_cents</u> per linear foot	\$ <u>15.00</u>	\$ <u>1,155.</u> °°
11	496	339	L.F.	Removing existing 18" storm sewer, complete in place @ <u>Fifteen dollars</u> <u>and zero cents</u> per linear foot	\$ 15.00	\$ <u>5,085.00</u>
12	496	48	L.F.	Removing existing 24" storm sewer, complete in place @ Fifteen dollars and zero cents per linear foot	\$ <u>15.°°</u>	\$ <u>720.°°</u>
13	496	6	E.A.	Removing existing concrete storm inlet, complete in place @ Six hundred fifty dollars and zero cents per Each	\$_ <u>650.°°</u>	\$ <u>2,900.</u> 00

BASE BID ITEMS – Jerry Ware Road

Item No.	TxDC Item		i. v. Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	360	6,372	S.Y.	7" Reinforced Concrete Pavement, complete in place		
				Eighty dollars and zero cents	\$_80.00	\$ <u>509,76</u> 0.00
				per square yard		
15	247	1,627	S.Y.	7" Compacted Limestone Shoulder, complete in place		
				Eartydollars and zero cents	\$ 40.00	\$ <u>65,080.00</u>
				per square yard		
15 A	292	1,627	S.Y.	Alternate Item: 7" Asphalt Stab Base (GR 2)(PG 70) Shoulder, complete in place @ <u>Eighty dollars and</u> Zero cents	\$_80.00	\$ <u>130,160</u> .00
				per square yard		
16	260	8,214	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place © Twenty two dollars and zero cents per square yard	\$ 22 00	\$ <u>180, 708.00</u>
17	360	583	S.Y.	7" Reinforced concrete driveway pavement, complete in place @ Eighty dollars and zero cents per square yard	\$_80.00	\$ <u>46, 640</u> .00
18	760	2,492	L.F.	Re-grade existing roadside ditches, complete in place		
				@ Twelve dollars and Zero cents per linear foot	\$_12.00	\$ <u>29,904.00</u>

BASE BID ITEMS – Jerry Ware Road

ltem No.	TxDO Item I		. Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
19	464	56	L.F.	24" HDPE storm sewer, complete in place <u>Seventy five dollars</u> and zero cents per linear foot	\$_75.°°	\$ <u>4,200.00</u>
20	464	230	L.F.	18" HDPE storm sewer, complete in place <u>Sixty five dollars</u> <u>and zero cents</u> per linear foot	\$_65.0°	\$ <u>14,950</u> .00
21	467	24	Ea.	Precast Safety End Treatment SET. Complete in place @ One thousand four hundred fifty dollars and zao cents per each	\$_ <u>],450.</u> °°	\$ <u>34,800</u> .00
22	164	4.42	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ Five hundred dollars and zero cents per Acre	\$ <u>500.</u> °°	\$ 21210.00
23	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ Twenty thousand dollars and zero cents per lump sum	\$ <u>20,000.</u> "	\$ <u>20,000</u> .°°
24	506	1	L.S.	Temp Erosion Control, complete in place @ Twenty thrusand dollars and zero cents per lump sum	\$ <u>20,000.00</u>	\$ <u>29,000.00</u>
25	644	1	L.S.	Small Sign Assemblies, complete in place <u>Twenty Five Housand</u> <u>dollars and zero cents</u> per lump sum	\$ <u>25,000</u> .00	\$ <u>25,000</u> .°°

BASE BID ITEMS – Jerry Ware Road

Itom	TxDO	T Est		Description of Itom with		····
No.	Item I		. Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
26	666	4,402	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place		
				© Fourdollars and <u>zero cents</u> per linear foot	\$ 4.00	\$ <u>17,608</u> .00
27	666	4,118	L.F.	Reflect Pav. Marking Ty-II 4" Solid, Yellow 0.90 Mil, including surface preparation, complete in place		
				@ Four dollars and zero cents per linear foot	\$ 4.00	\$ 16,472,00
28	666	180	L,F.	Reflect Pav. Marking Ty-II 12" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Twenty dollars and</u> <u>2ero cents</u> per linear foot	\$_20.00	\$ <u>3600</u> .00
29	666	62	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ Fifty dollars and 	\$ <u>50.00</u>	\$ <u>3,100.00</u>

* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

TOTAL AMOUNT BID

\$ 1,272,201.00

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Section D

One million Two hundred seventy two thousand two hundred one dollars and zero conts (Total Base Contract Price-Written)

Total number of <u>Calendar days</u> to complete: <u>270</u>

QUANTITIES OF WORK:

The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right afterward to increase or decrease the quantity of any unit price item of the Work by any amount up to and including twenty percent (20%) of any Bid Item, without a change in the unit price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed twenty percent (20%) of the Contract Price.

Bid Submitted by: Elite Contractors and Equipment.	Contractor
Represented by: Breck Sauls	-
President	, Title
Bid Prepared by: TJ Pilgrim	Estimator
	Estimator

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ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A

ltem No.	TxDO Item I		Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
	,				· · · ·	
01	100	0.930	Ac.	Preparing Right-Of-Way, complete in place		
				@ Five hundred dollars		
				and zero cents per Acre	\$ <u>500.00</u>	\$ 465.00
02	500	1	L.S.	Mobilization/demobilization, complete in place		** <mark>***********************************</mark>
				@ Ten thousand dollars_ and zero cents	\$ 10,000.00	\$ 10,000.00
				per lump sum		,
03	110	210	C.Y	Excavation, complete in place		
				@ Tendollars and		~
				<u>zero cents</u> per cubic yard	\$10.°°	52,100.0
04	132	156	C.Y	Embankment, complete in place		
				@ Twenty dollars and	-00 PP	
				<u>per cubic yard</u>	\$QO.°°	m3,120.00
05	110	3,904	S.Y	Removing existing Concrete roadway, complete in place		
				Twelve dollars and zero cents	\$_12.00	\$ 46 848.00
				per square yard		
06	360	2,521	S.Y.	7" Reinforced Concrete Pavement, complete in place	······································	
				Eighty dollars and zero cents	\$_80.00	\$ <u>201, 680</u> .00
				per square yard		,

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ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A

Item No.	TxDO Item N		Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
07	260	2,726	S.Y.	8" hydrated lime stabilized base (10%-12% DC) (In Place & Salvaged Fill), complete in place @ Twenty two dollars and zero cents	\$ <u>32</u> 00	\$ <u>59,972</u> 0°
08	360	379	S.Y.	per square yard 7" Reinforced concrete driveway pavement, complete in place @ <u>Eighty dolbrs</u> and <u></u>	\$_80.00	\$ <u>30,320</u> ,00
09	360	68	S.Y.	5" Reinforced Concrete Pavement, complete in place @ One hundred fifty dolbos <u>and zeero cents</u> per square yard	\$_ <u>150.00</u>	\$ <u>10,200.00</u>
10	465	13	Ea.	Concrete surface grate inlet, complete in place @ <u>Five thousand eight hundred</u> <u>dollars and zero cents</u> per each	\$ <u>5,800.00</u>	\$ <u>75,400</u> .00
11	464	442	L.F.	24" HDPE storm sewer, complete in place © <u>Seventy five dollars</u> <u>and zero cents</u> per linear foot	\$_75.00	\$ <u>33,150</u> °°
12	464	140	L.F.	18" HDPE storm sewer, complete in place © <u>Seventy five dollars</u> and zero cents per linear foot	\$ <u>75.°°</u>	\$ 10,500.00
13	464	332	L.F.	15" HDPE storm sewer, complete in place © Fifty five dollars and sero cents per linear foot	\$_ <u>.55.°°</u>	\$ <u>18, 260</u> .00

ltem No.	TxDO Item		. Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
14	464	195	L.F.	12" HDPE storm sewer, complete in place <u>Seventy dollars and</u> <u>2ero cents</u> per linear foot	\$ <u>'78</u> .00	\$ <u>13,650</u> .00
15	164	0.93	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ Five hundred dollars and zero cents per Acre	\$ <u>.500.000</u>	\$ <u>465.00</u>
16	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ Twenty thousand dollars and zero certs per lump sum	\$ <u>20,000.00</u>	\$ <u>20,000</u> .00
17	506	1	L.S.	Temp Erosion Control, complete in place @ <u>Ten thousand dollars</u> and zero cents per lump sum	\$ <u>10,000</u> .50	\$ <u>10,000.00</u>
18	644	1	L.S.	Small Sign Assemblies, complete in place @ Ten Thousand dollars and zero cents per lump sum	\$ 10,000,00	\$ <u>10,000.000</u>
19	666	1,635	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place @ Faur dollars and 	\$ <u>4</u> °	\$ <u>4540</u> .00

ADDITIVE ALTERNATE #1 BID ITEMS – 3rd Street Segment A

Item	TxDO	T Est.		Description of Item with	Unit	
No.	Item N	lo Qty	. Unit	Unit Price Written in Words	Price	Amount
20	666	220	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place @ Faur dollars and 2000 cents	\$ 4,00	\$_ <u>880</u> 00
04				per linear foot	· · · · · · · · · · · · · · · · · · ·	
21	666	35	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ <u>Twenty dollars and</u> <u></u>	\$_20.00	\$ 700.00
22	666	16	E.A.	Reflect Pav. Marking Ty-II 18" White, Tri Yield 0.90 Mil, including surface preparation, complete in place @ Five hundred dollars and 2 cro cents per each	\$ <u>.500.00</u>	\$ <u></u>
23	529	985	L.F.	Concrete 6" curb, including surface preparation, complete in place @ <u>Éight adlars and</u> <u>-2ero cents</u> per linear foot	\$	\$ <u>7,880</u> .00

* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

ADDITIVE ALTERNATE #1 TOTAL AMOUNT BID

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Item No.	TxDO Item I		v. Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
01	100	2.75	Ac.	Preparing Right-Of-Way, complete in]
				@ Five hundred dollars		
				and rero cents	\$_500.00	\$ 1,375.00
02	500	1	L.S.	Mobilization/demobilization, complete		
				@ Ten thruspad addlars and zero certs per lump sum	\$ <u>(0,000."</u>	\$ <u>10,000.00</u>
03	110	400	C.Y	Excavation, complete in place		
				© Tendollars and <u>zero cents</u> per cubic yard	910.°°	a4,000.00
04	132	297	C.Y	Embankment, complete in place		
				© Twenty dollars and zero cents per cubic yard	\$20.00	a5,940.00
05	110	9,000	S.Y	Removing existing Concrete roadway, complete in place		
				@ Ten dollars and zero cents	\$_ <u>10.°°</u>	\$ <u>90,000</u> ,00
06	360	4,302	S.Y.	per square yard 7" Reinforced Concrete Pavement,		
	1			complete in place		
				@ Eighty dollars and zero cents	\$_80.00	\$ 344,160,00
				per square yard		

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ADDITIVE ALTERNATE #2 BID ITEMS - 3rd Street Segment B

Item No.	Item TxDOTEst.Description of Item withUnitNo.Item NoQty.UnitUnit Price Written in WordsPriceAmount					Amount
07	260	4,652	S.Y.	8" hydrated lime stabilized base (10%- 12% DC) (In Place & Salvaged Fill), complete in place		
				@ Twenty two dollars and zero cents	\$_22.00	\$ <u>102,344</u> .00
				per square yard		
08	360	735	S.Y.	7" Reinforced concrete driveway pavement, complete in place		
				<u> Eightydollars and zero conts </u>	\$ 80,00	\$ 58,800,00
			1	per square yard		
09	465	8	Ea.	Concrete surface grate inlet, complete in place		
				@ Five thousand eight hundred dollars and exacts	\$ <u>5,800.00</u>	\$ 46,400,00
10	465	2	Ea.	per each Concrete Junction Box with surface grate inlet, complete in place		·····
				© Ten thousand dollars and zero cents per each	\$ 10,000.00	\$ <u>20,000 80</u>
11	760	1,314	L.F.	Grade proposed roadside ditches, complete in place		· · · · · · · · · · · · · · · · · · ·
				© Twelve dollars and Zero cents per linear foot	\$_1200	\$ <u>15,768</u> ,00
12	464	351	L.F.	24" HDPE storm sewer, complete in place		та на представа на п Представа на представа на представ Представа на представа на предста
				© <u>Seventy five dollars</u> and zero cents per linear foot	\$ _7500	\$ 26,325.00
13	464	465	L.F.	18" HDPE storm sewer, complete in place		
				© Sixty five dollars and zero cents per linear foot	\$ 15.00	\$ <u>30,225</u> .00

ADDITIVE ALTERNATE #2 BID ITEMS - 3rd Street Segment B

Item No.	Item TxDOTEst.Description of Item withUnitNo.Item NoQty.UnitUnit Price Written in WordsPrice		Amount			
14	464	36	L.F.	12" HDPE storm sewer, complete in place @ Seventy five dollars and zero cents per linear foot		\$ 2700.00
15	467	9	Ea.	Precast Safety End Treatment SET. Complete in place @ One thousand fife hundred dollars and zerocents per each	\$_ <u>1,500.0</u> 2	\$ <u>13,500</u> 00
16	164	2.75	Ac.	Hydromulch Seeding of ROW, incl. fertilizer & watering, complete in place @ Five hundred dollars and zero cents per Acre	\$_500.00	\$ 1,375.00
17	502	1	L.S.	Barricades, Signs & Traffic Control, complete in place @ Fifteen Huusand dollars and zero cents per lump sum	\$ <u>15,000</u>	\$ <u>15,000.°°</u>
18	506	1	L.S.	Temp Erosion Control, complete in place © Eight Howand dollars and zcro cents per lump sum	\$_8,000.00	\$ 8,000,00
19	644	1	L.S.	Small Sign Assemblies, complete in place © Five the sand dollars and zero cents per lump sum	\$ 50000	\$ <u>5000</u> 00
20	666	2,447	L.F.	Reflect Pav. Marking Ty-II 4" Solid, White 0.90 Mil, including surface preparation, complete in place @ Four Aollars and 	\$ 4.00	\$ <u>9788.00</u>

ADDITIVE ALTERNATE #2 BID ITEMS – 3rd Street Segment B

ltem No.	TxDO Item N		Unit	Description of Item with Unit Price Written in Words	Unit Price	Amount
21	666	400	L.F.	Reflect Pav. Marking Ty-II 4" Broken, Yellow 0.90 Mil, including surface preparation, complete in place @ Fair dollars and <u>2210 Cents</u> per linear foot	\$ 4.00	\$_ <u>1,600</u> .00
22	666	18	L.F.	Reflect Pav. Marking Ty-II 24" Solid, White 0.90 Mil, including surface preparation, complete in place @ Twenty dollars and Zero cents per linear foot	\$_20.00	\$ 360 00

* 2014 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges

ADDITIVE ALTERNATE #2 TOTAL AMOUNT BID

\$ 812,660.00

CONTRACTOR'S PERSONNEL: The Bidder agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work and replace them with others except as otherwise allowed in the Contract Documents.

Project Manager: arim Superintendent: **Project Clerk:** BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE): Date Received 3-13-23 Addendum 1 Date Received 3-22 Addendum 2 Addendum 3 Date Received BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION. **REQUIRED FORM Bidder: Please complete this form**

and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. REQUIRED FORM Bidder: Please complete this form and include with bid submission.
REFERENCE ONE
Government/Company Name: Lower Neches Valley Authority
Address: 7850 Faster Freeway Beaumord, TK T708
Contact Person and Title: Ryan Ard
Phone: 409-892-4011 Fax:
Email Address: IYan.ard olnva.dst. H. Contract Period:
Scope of Work: Bridge and Road Replacement
REFERENCE TWO
Government/Company Name: Sabine River Authority
Address: 12777 State Hwy 87 Orange, TX 77132
Contact Person and Title: Mark Mann
Phone: 409-746-2192 Fax:
Email Address: hmane Statt.com Contract Period:
Scope of Work: Siphon Replacement
REFERENCE THREE vernment/Company Name: City of Port Arthur
Address: 444 4th Street PortArthur TK TX40
Contact Person and Title: John Cannatella - DE
Phone: 409-983-8189
Email Address: john-cannatella@portarthurtx.g Fax:
Scope of Work: Koad Replacement Contract Period:

IFB 23-009/JW.LANDSIDE ROAD PAVEMENT REPA/RS-JBRA PAGE 59 OF 73

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

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

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

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

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

Contractors and Equipment LTDE

Bidder (Entity Name)

663 CK 601 A

Street & Mailing Address

<u>Kîrbyville</u>, T City, State & Zip

409-880-52

breckoelite-es

E-mail Addres

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

Print Name

Date Signed

Fax Number

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

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

28-2023

Date

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

-

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ON
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a loc governmental entity and the vendor meets requirements under Section 176.006(a).	
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of fact that require the statement to be filed. <i>See</i> Section 178.009(a-1), Local Government Code	ts
A vendor commits an offense if the vendor knowingly violates Section 176.006. Loca Government Code. An offense under this section is a misdemeanor.	al
1 Name of vendor who has a business relationship with local governmental entity.	
Elite Contractors and Equipment LT	
(The law requires that you file an updated completed questionnaire with the a later than the 7th business day after the date on which you became aware that the a incomplete or inaccurate.)	
3 Name of local government officer about whom the information in this section is being di	sclosed.
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each office	
employment or other business relationship as defined by Section 176.001(1-a), Local Gove 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 vendor?	
pages to this Form OIQ as necessary. A. is the local government officer named in this section receiving or likely to receive taxable	
pages to this Form CIQ as necessary. A. is the local government officer named in this section receiving or likely to receive taxabl income, from the vendor?	e income, other than inves rom or at the direction of the
pages to this Form GIQ as necessary. A. is the local government officer named in this section receiving or likely to receive taxable income, from the vendor? Yes No B. is the vendor receiving or likely to receive taxable income, other than investment income, for	e income, other than inves rom or at the direction of the
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 vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, for government officer named in this section AND the taxable income is not received from taxable income is	e income, other than inves rom or at the direction of the local governmental entity? with respect to which the
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 vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, for government officer named in this section AND the taxable income is not received from the the income is not received from the income is the filer of this questionnaire employed by a corporation or other business entity	e income, other than inves rom or at the direction of the local governmental entity? with respect to which the
pages to this Form GIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, for government officer named in this section AND the taxable income is not received from the Yes Yes No C. Is the filer of this questionnaire employed by a corporation or other business entity government officer serves as an officer or director, or holds an ownership interest of one p	e income, other than inves rom or at the direction of the local governmental entity? with respect to which the ercent or more?
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 vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, for government officer named in this section AND the taxable income is not received from the Yes Yes No C. Is the filler of this questionnaire employed by a corporation or other business entity government officer serves as an officer or director, or holds an ownership interest of one p Yes No D. Describe each employment or business and family relationship with the local government	e income, other than inves rom or at the direction of the local governmental entity? with respect to which the ercent or more?
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 vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, if government officer named in this section AND the taxable income is not received from the yes Yes No C. Is the filler of this questionnaire employed by a corporation or other business entity government officer serves as an officer or director, or holds an ownership interest of one p Yes No	e income, other than inves rom or at the direction of the local governmental entity? with respect to which the ercent or more?
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 vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, for government officer named in this section AND the taxable income is not received from the Yes Yes No C. Is the filler of this questionnaire employed by a corporation or other business entity government officer serves as an officer or director, or holds an ownership interest of one p Yes No D. Describe each employment or business and family relationship with the local government	e income, other than inves rom or at the direction of the local governmental entity? with respect to which the ercent or more?

and include with bid submission.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	LOCAL GOVERNMENT OFFICE	€R	FORM CIS
	CONFLICTS DISCLOSURE STA	ATEMENT	
ŀ	his questionnaire reflects changes made to the law by i	H.B. 23. 84th Leg., Regular Session	OFFICEUSEONLY
	his is the notice to the appropriate local governme	OFFICE Dae UNLT	
19	overnment officer has become aware of facts that rec accordance with Chapter 176, Local Government Co	Date Received	
Ľ	Name of Local Government Officer		
2	Office Held		
F			
L			
3	Name of vendor described by Sections 176.001(7)) and 176.003(a), Local Government	Codo
4	Description of the nature and extent of employme	nt or other business relationship w	th vendor named in Item 3
	• • • • • • • • • • • • • • • • • • • •		
5	List gifts accepted by the local government office	er and any family member, it aggreg	ate value of the gifts accepted
	from vender named in item 3 exceeds \$100 during	g the 12-month period described by	Section 176.003(a)(2)(B).
	Date Gift Accepted Description of G	5ift	anna an an Stain an Stain an Stain an Stain an Stàin an S
	Date Gilt Accepted Description of C		
	Date Gift Accepted		Marine
	(attach addit	ional forms as necessary)	
6	AFFIDAVIT	· · · · · · · · · · · · · · · · · · ·	
	that the disclos	conally of parjury that the above statement i ure applies to each family member (as defi	ned by Section 176.001(2), Local
		ode) of this local government officer. I also nonth period described by Section 176.003(r	
			A
		Signature of Local	Clayettument Ottice:
	AFFIX NOTARY STAMP / SEAL ABOVE		
	Sworn to and subscribed before me, by the sald		this the summer day
	of summaries and summaries	s my hand and seal of office.	
	Signature of officer administering oath Printed na	ame of officer administering cath T	itle of officer administering oath
	ит чак в станции и на полно и на п		

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

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

,		Dic	the Prime Contractor/Consultant?
El Yes	□ No	1.	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum DBE Subcontractor participation?
Pryes /	🗆 No	2.	Notify in writing a reasonable number of DBEs, allowing sufficient time for effective participation of the planned work to be subcontracted?
⊊⁄Yes	□ No	3.	Provide DBEs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
⊠ Yes	🗆 No	4.	Negotiate in good faith with interested DBEs, and not reject bids from DBEs that qualify as lowest and responsive Bidders?
⊡∕Yes	🗆 No	5.	Document reasons DBEs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected DBEs?
🗆 Yes	🗆 No	6.	If Prime Contractor/Consultant has zero (0) DBE participation, please explain the reasons why.

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

SPPC Printed Name of Authorized Representative

Signature

Presiden Title

Date

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

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each DBE Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: <u>Elite Contra</u> Address: <u>UC3 CR 601 A</u> Street	Kirbyull	-/ /	ment LTO DBE:	Yes Tho
Phone (with area code): 409-622-	5608	Fax (with a	irea code):	
Project Title & No.:				·····
Prime Contract Amount: \$, , , , , , , , , , , , , , , , ,			
DBE Subcontractor Name:	······································		·····	
DBE Status (Gender & Ethnicity):		<u></u>		
Certifying Agency:	t Comm. 🛛 Jeffe	rson County 🛛	Tx Unified Certification Pr	og.
Street	City	State	Zip	····
Phone (with area code):		Fax (with a	rea code):	
Proposed Subcontract Amount: \$\$		Percenta	age of Prime Contract:	%
Description of Subcontract Work to be Performed	J:			
	· · · · · · · · · · · · · · · · · · ·			
Printed Name of Contractor Representative	Signatu	re of Representativ	ę	Date
Printed Name of DBE	Signatu	re of Representativ	e	Date
Note: Nothing on this Notice of Intent Form		• -	•••••	• •
• for Subcontractor Substitutions must be obtai Subcontractor/Subconsultant Change Form" r	ned from the Jef	ferson County P	urchasing Agent's Repr	
REQUIRED FORM Bidder: Please complete this form				

and include with bid submission.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PA	GE 1 OF 4
Bidder intends to utilize subcontractors/subcons	sultants in the fulfillment of this contract (if awarded).
Prime Contractor:	DBE: 🗌 Yes 🔲 No
DBE Status (Gender & Ethnicity):	
Address:	· · · · · · · · · · · · · · · · · · ·
Street City	State Zip
Phone (with area code):	Fax (with area code):
Project Title & No.:	IFB/RFP No.:
Total Contract: \$	Total DBE Subcontract(s): _\$
Construction DBE Goals: 10.01 %	WBE 10.01%
-	panic, 0.7% Native American, 0.8% Asian American. s as a guide to diversify.
FOR DBE OFFICE USE ONLY:	
Verification date DBE Program Office reviewed and verified DBE Sub in	formation Date: Initials:
PART I. DBE SUBCONTRACTOR DISCLOSURE	
DBE Subcontractor Name:	······································
DBE Status (Gender & Ethnicity):	. <u></u>
Certifying Agency: Texas Bidg & Procurement Comm.	Texas Unified Certification Prog.
Address:	
Street City	State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:	
REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.	

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

DBE Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

DBE Subcontractor	Name:				
DBE Status (Gender	& Ethnicity):				
Certifying Agency:	🔲 Tx. Bldg &	Procurement Comm.	Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:		······································	Title:		
Phone (with area co	de):	· · · · · · · · · · · · · · · · · · ·	Fax (witi	h area code):	
Proposed Subcontra	ct Amount:	\$	Perce	ntage of Prime Contract:	%
Description of Subco	Intract Work to I	ne Performed			
•				· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·					
DBE Subcontractor N	lame:				
· · · · · · · · · · · · · · · · · · ·	lame:				
DBE Subcontractor M DBE Status (Gender	lame: & Ethnicity):				
DBE Subcontractor M DBE Status (Gender	lame: & Ethnicity):				
DBE Subcontractor M DBE Status (Gender CertifyIng Agency:	lame: & Ethnicity):				
DBE Subcontractor f DBE Status (Gender Certifying Agency:	Name: & Ethnicity): Tx. Bldg & Street	Procurement Comm.	Jefferson County State	Tx Unified Certification Prog.	
DBE Subcontractor M DBE Status (Gender Certifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Street	Procurement Comm. City	Jefferson County State Title:	Tx Unified Certification Prog.	
DBE Subcontractor M DBE Status (Gender Certifying Agency: Address: Contact person:	Vame: & Ethnicity): Tx. Bldg & Street de):	Procurement Comm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog.	
DBE Subcontractor M DBE Status (Gender Certifying Agency: Address: Contact person: Phone (with area co	Vame: & Ethnicity): Tx. Bldg & Street de): ct Amount:	Procurement Comm. City	Jefferson County State Title: Fax (with Percer	Tx Unified Certification Prog.	<u> </u>

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

REQUIRED FORM

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING DBE SUBCONTRACTING GOALS
Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.
Our firm was unable to meet the DBE goals for this project for the following reasons:

	All subcontractors to be utilized are "Non-DBEs." (Complete Part III)		
	DBEs were solicited but did not respond.		
	DBEs solicited were not competitive.		
	DBEs were unavailable for the following trade(s):		
	Other:		
Was the J	efferson County DBE Office contacted for assistance in locating DBEs?	Yes	No

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

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

Street		City	State	Zlp	
Contact person:			Title:	•	
				area code):	
Proposed Subcontract Amount:				tage of Prime Contract:	
Description of Subcontract Work to				· · · · · · · · · · · · · · · · · · ·	

Subsentractor Name:	· · · · · · · · · · · · · · · · · · ·	·····			
Subcontractor Name:	······		····		
Subcontractor Name:	· · · · · · · · · · · · · · · · · · ·		····		
Subcontractor Name: Address: Street	······	City	State	Zip	
Subcontractor Name: Address: Street Contact person:	· · · · · · · · · · · · · · · · · · ·	City	State Title: _	Zip	·······
Subcontractor Name: Address: Street Contact person:		City	State Title: Fax (with a	Zip	

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTING PARTICIPATION DECLARATION FORM

	PAG	E 4 OF 4	
Subcontractor Name:	······································		
Addross			 ,,,, <u>,</u> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Street	City	State Zip	
Contact person:	· · · · · · · · · · · · · · · · · · ·	Title:	
Phone (with area rade).			
Proposed Subcontract Amount:\$			
Description of Subcontract Work to be Per	formed		
Subcontractor Name:			
Subcontractor Name:			· · · · · · · · · · · · · · · · · · ·
Subcontractor Name:Address:Street		State Zlp	
Subcontractor Name: Address:	City	State Zlp Title:	
Subcontractor Name: Address:	City	State Zlp Title: Fax (with area code):	
Subcontractor Name: Address: Street Contact person: Phone (with area code):	City	State Zlp Title: Fax (with area code):	%

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

- EQU.Com

10

Name (print or type):	T.J. Filerin
Title:	P.M.
Signature:	S.P
Date:	3/28/23
E-mail address:	TSCELite-EQU. Com
Contact person that will be	e in charge of invoicing for this project:
Name (print or type):	-S. Pilcin

Title:

Date:

E-mail address:

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

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

Ente Contractorsation com	Macall C	L D							
I certify that	company	name]	is a	Resident	Bidder	of Texas	as (defined	in
Government Code §2252.001.									

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

Company Name sul	omitting bid/proposal:	Elite Contrac	tors and Equi	pment LTD
Mailing address:	PO Box 188	Kirbyville TX	-	
If you are an individ	lual, list the names and ad	dresses of any partnership	of which you are a gen	eral partner:

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

Jefferson County Tax Acct. No.*	Property address or location**
None	

- * This is the property amount identification number assigned by the Jefferson County Appraisal District.
- ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

R

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

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

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

2Signature of Company Representative

28-2023

Date

On this <u>28</u> day of <u>March</u>, 20 <u>23</u>, personally appeared

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

and include with bid submission.

Notary Seal	Monica Kelley	
Monica Ann Kelley My Commission Expires 10/21/2025 Notary ID 133405420	Notary Signature 0 3282023 Date	
		REQUIRED FORM Bidder: Please complete this form

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

ite Contractors and Equipment LTD **Company Name**

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 Jasper			
BEFORE ME, the undersigned authority, a Notary Public in and for the State of <u>Texas</u>			
on this day personally appeared Breck. Sauls who			
(name) after being by me duly sworn, did depose and say:			
"I, Breck Sauls am a duly authorized officer of/agent			
(name) for <u>Elite Contractors and Equipment Crand</u> have been duly authorized to execute the			
(name of firm) foregoing on behalf of the said <u>Elite Contractors and Equipment LT.D</u> (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: Elite Contractors and Equipment LTD 663 CR 601 A Kirbyville, TX 75956			
Fax: Telephone#_409-880-5358			
by: Breck Sauls Title: President			
(print name)			
Signature			
SUBSCRIBED AND SWORN to before me by the above-named			
Breck Sauls on			
this the <u>28</u> day of <u>March</u> 20 <u>23</u>			
REQUIRED FORM Bidder: Please complete this form and include with bid submission. Monica Ann Kelle Notary Public in and for the State of TEXAS			

INVITATION FOR BID (IFB 23-009/JW)

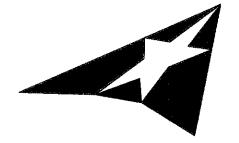
LANDSIDE ROAD PAVEMENT REPAIRS AT JACK BROOKS REGIONAL AIRPORT

TECHNICAL SPECIFICATIONS, PLAN SHEETS, AND GEOTECHNICAL SURVEY

IFB 23-009/JW.LANDSIDE ROAD PAVEMENT REPAIRS-JBRA COVER SHEET - PAGE 74

TECHNICAL SPECIFICATIONS

JANUARY 2023



Jack Brooks Regional Airport Landside Road Pavement Repairs



Consulting Engineers and Land Surveyors 1405 CORNERSTONE COURT BEAUMONT, TEXAS 77706 (409) 832-7238 T.B.P.E. FIRM #1160 T.X.L.S. FIRM #100186

FS 21200

January 9, 2023

General Notes and Specifications

General Notes:

- 1. The contractor will establish the project control point, points of tangency, pi's (points of intersections), point of curvature (pc, pi and pt) and bench mark at the beginning and end of the project.
- 2. The contractor shall furnish all lines, grades and benchmarks, other than those specified above. Notify the Engineer immediately if discrepancies are discovered in the horizontal control or the benchmark data.
- 3. References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.
- 4. The lengths of the posts for ground mounted signs are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans.
- 5. Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.
- 6. Do not mix or store materials, or store or repair equipment, on top of concrete pavement or bridge decks unless authorized by the Engineer. Permission will be granted to store materials on surfaces if no damage or discoloration will result.
- 7. The contractor will assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the Engineer.
- 8. Control the dust caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type	Truck Type-4 Wheel
Wayne Series 900	M-B Cruiser II
Elgin White Wing	Wayne Model 945
Elgin Pelican	Mobile TE-3
	Mobile TE-4
	Murphy 4042

- 9. Schedule construction operations such that preparing individual items of work follows in close sequence to constructing storm drains in order to provide as little inconvenience as practical to the businesses and residents along the project.
- 10. Contractor shall limit his work zone for pavement demolition and concrete placement to three (3) blocks. Concrete placement for new pavement must be complete within one (1) block of the

existing roadway/pavement before demolition in the next three (3) blocks can be initiated.

- 11. Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.
- 12. The Contractor's construction schedule shall be based upon the Contract Time. The Contract Time has an inclusion of Thirty (30) calendar days of inclement weather as defined in Article 54.b, c & d of the General Conditions. No request for an extension of Contract time will be considered until the actual number of inclement weather days exceeds the number of days set out herein.
- 13. When design details are not shown on the traffic control plans, modifications to the proposed traffic control plan to meet site conditions by either adding more detour, warning and traffic signs as approved by the engineer shall not be paid for separately but shall be considered subsidiary to the traffic control bid items. Temporary pavement markings will be paid for under its unit bid item cost. Signs and arrows shall conform to the latest "Standard Highway Sign Designs for Texas" manual.
- 14. County forces will maintain the existing section of streets and its appurtenances not a part of this project except that those sections damaged by the contractor's forces shall be repaired by the contractor at his entire expense.
- 15. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. No direct payment will be made for maintenance of the travel way and appurtenances within the barricades, but shall be subsidiary to various bid items.
- 16. All authorized waste material shall become the property of the contractor and shall be disposed of at a place off the right-of-way and approved by the engineer.
- 17. The contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
- 18. The contractor shall allow county forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the engineer.
- 19. All drainage structures shall be cleaned and outfall channels unobstructed at the time of acceptance by the county.
- 20. Ingress and egress to adjacent property shall be provided and maintained by the contractor at all times. This will not be paid for separately but shall be considered subsidiary to various bid Items.
- 21. The Contractor will utilize an independent Geotechnical Testing Laboratory to sample all concrete structures and make and test all concrete cylinders and test all roadway density controlled base and or subgrades in accordance with the test methods provided for under the TxDOT Standard Specifications for Construction of Highways, and Bridges (Adopted November 2014). This will not be paid for separately but shall be considered subsidiary to various bid Items.

22. The approximate locations of the known underground utility installations are shown on the plans. The contractor shall be responsible for confirming the exact location of these utility lines and of any others which may exist. No delay claim is allowed because of utility conflicts. It shall be the contractor's responsibility to notify the utility involved in case of conflict or damage and the contractor shall be held responsible for any damage that occurs due to negligence. Where the contractor encounters abandoned lines that interfere with the construction of this project, such lines shall be removed and disposed of by the contractor. There will be no direct payment for this work and it shall be considered subsidiary to the various bid items in the contract. Before excavating near existing utilities, contact the utility companies or the utility coordinating committee for exact locations to prevent damage or interference with present facilities. Notify the utility coordinating committee and the Texas One Call System. at the following numbers:

Texas One Call, toll-free 1-800-245-4545

<u>UTILITY</u>	TELEPHONE NO.	CONTACT PERSON
AT & T Telephone Company	O: 409.839.7851 M: 409.924.1495	Eddie Cook
	O: 409.893.1666 M: 409.291.9489	Cliff Palermo
Texas Gas Service	O: 409.963.0263 M: 409.460.9236	Patrick Sam
City of Nederland Public Works	O: 409.723.1541	Robert Woods
Entergy	O: 409.982.5810 M: 409.974.8663	Ron Fletcher
Spectrum	O: 409.720.5565	Adam LaRive

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

- 23. Notify the Engineer at least 48 hours before constructing junction boxes at intersections of storm drains and utilities.
- 24. Install or remove poles, street lights and luminaires located near overhead or underground electrical lines using established industry and utility safety practices. Consult the appropriate utility company before beginning such work.
- 25. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the County.

- 26. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- 27. Perform electrical work in conformance with the National Electrical Code (NEC) and County standard sheets.
- 28. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to private property shall be furnished by the contractor at no additional cost to the county and shall be considered as incidental to the various bid items in this project.
- 29. The contractor shall furnish a certified tabulation of measurements, tare weights and allowable legal gross weight calculations for all trucks, etc., prior to their use on the project. Each truck shall be identified by a permanent and plainly legible number located on the truck and on the bed of the truck and/or trailer.
- 30. Any storm water permit and associated fees required for construction of this project shall be at the contractor's expense. Also, any temporary erosion, sediment and water control measures required shall be in accordance with the details shown in the plans and all work and materials required shall be paid for under the item "Temporary Erosion, Sedimentation & Environmental Controls".
- 31. Storm water grading permit is required for this project and shall be filed by the contractor at the contractor's expense.
- 32. Procure all the necessary city, county and/or state permits and licenses before the start of this project.
- 33. Prepare, maintain and submit for approval, a project schedule using CPM or similar project planning method. Also, submit contractor's contact personnel's telephone or cell phone numbers in case of emergencies during and after working hours.
- 34. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place the sign post back in accordance with the applicable standard sheets. (Pozloc System). This will not be paid for directly and will be considered subsidiary to various bid items.
- 35. The contractor shall maintain adequate drainage throughout the limits of the project during all construction phases. The contractor will provide all necessary labor, equipment, temporary conveyance materials and all other incidentals and cost associated with this task to prevent flooding of roadway pavements, roadside ditches and properties on areas were construction work has started and/or on areas within project limits that will affect public safety and property damage during a storm event. Storm water will be conveyed and discharged into existing and new storm sewer structures. This work will not be measured or paid for directly but will be subsidiary to pertinent items. On areas within scope of work where water is ponding and or flooding during a rain event and as directed by the engineer, the contractor shall provide drainage and maintain temporary drainage structures and facilities which are necessary to facilitate drainage. All incidental labor, equipment, temporary material and incidental cost will not be measured or paid for directly but will be subsidiary to pertinent items.
- 36. Care shall be taken when moving existing property irrigation or sprinkling water facilities and its

appurtenances that interfere with construction. Contractor shall temporarily relocate or disassemble, disable, and plug these facilities at their temporary location. Contractor shall restore, reconnect and activate property irrigation or sprinkling facilities its original condition or better when work is completed. This work will not be measured or paid for directly but will be subsidiary to pertinent items.

Specifications:

ITEM 5: CONTROL OF WORK

Any earthwork cross-sections, computer printouts, data files and any other information provided is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the data with the appropriate plans, specifications and estimates for the projects. Contact the Fittz & Shipman, Inc. located at 1405 Cornerstone Court (409) 832-7238.

ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

Furnish all materials, labor and incidentals required to provide for traffic across the highway and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to the County. This shall be incidental to the bid items on this project.

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

This contract requires work performed on railroad property. Cooperate with the railroads and comply with all of their requirements including obtaining any training they require before performing work on railroad property.

ITEM 8: PROSECUTION AND PROGRESS

Gather information and direct attention to the aspects of adjoining projects that may be in progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with, or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

BID ITEM NOTES

ITEM 104: REMOVING CONCRETE

- All concrete (sidewalks, driveways, slabs, pavements, etc.) will be saw cut to full depth at connection points to existing pavements. Saw cutting of all concrete (sidewalks, driveways, slabs, pavements, etc.) and as directed by engineer for removing concrete will not be measured or paid for directly but will be subsidiary to pertinent items.
- Replace that portion of the pavement removed for storm sewer installation with ten (10) inches of flexible base and one (1) inch of asphaltic concrete pavement. This work will be considered subsidiary to this item.
- Removal of concrete curb is subsidiary to this item.

ITEM 110: EXCAVATION

- All excavated material not used on this project shall be the property of the contractor and disposed of at a site approved by the engineer. There will be no direct payment for hauling of excess excavated material, but shall be considered subsidiary to the item 110 "Excavation".
- Excavation shall be a plans quantity measurement item. Payment shall be based on the quantity as shown in the proposal sheet. Additional compensation will be considered for extra excavation due to field change which effect the total quantity more than 5%.
- If manipulating the excavated material requires moving the same material more than once to accomplish the desired results, the excavation is measured and paid for only once regardless of the number of manipulations required.
- The total excavation quantity shown on the plans includes the quantity for excavating the material beyond the extents of the existing street to allow the installation of stabilized base, concrete pavement and asphalt stabilized shoulder as shown on the typical sections.
- Excavation required for the installation of drainage structures including but not limited to storm sewer, inlets, safety end treatment, etc. as well as re-grading the road side ditches shall be subsidiary to the associated bid item and not included in the excavation quantities.

ITEM 164 SEEDING FOR EROSION CONTROL

- Final grading and stabilization (seeding) shall be achieved as soon as possible and not scheduled only for the end of the project. Final grading and stabilization should be initiated as the overall work progresses.
- Multiple mobilizations of the seeding crews will be expected to comply with the TCEQ Requirements for Construction General Permit of the Texas Pollution Elimination Discharge System requirements for re-vegetating disturbed soils.
- Eliminate seeding in areas of natural growth determined by the Engineer to have sufficient cover.

ITEM 168 VEGETATIVE WATERING

- Water all newly placed seeded areas the same day of installation. Thereafter, maintain the seeded areas in a well-watered condition and at no time allow the areas to dry to the condition that water stress is evident.
- Mechanical watering may not be required during periods of adequate moisture as determined by the Engineer.
- Furnish and apply water at a rate of 6.788 Mega gallons per acre per cycle.
- Comply with stabilization requirements for 70% grass coverage; uniform vegetative coverage is required. During this period, meter and operate water equipment under pumping pressure capable of delivering the required quantities of water necessary. For Permanent seeding each cycle shall be executed weekly for 12 weeks, unless directed otherwise by the Engineer. For Temporary seeding each cycle shall be executed weekly for 6 weeks, unless directed otherwise by the Engineer.
- Provide a log book showing daily water usage and receipts of water applied, in addition to metering the water equipment.
- Vegetative watering for seeding for erosion control shall be subsidiary to the associated bid item.

ITEM 210: ROLLING

- Compact embankment, subgrade, base, surface treatment, or base materials.
- The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

ITEM 247: FLEXIBLE BASE

- Flexible base Type "A" GR 1-2, Density Control and complete in place shall be used on the project unless otherwise approved by the engineer.
- Flexible base materials shall be placed and compacted in a minimum of two lifts with a maximum loose material thickness of 8 inches. Compaction test will be taken at each lift as required by the Engineer. Minimum density shall be not less than 95% of maximum dry density as determined by test method TEX-1 14e & TEX-1 15-e.
- Subgrade shall be rolled and compacted to not less than 95% of maximum dry density as determined by test method TEX-1 14e & TEX-1 15-e. This work shall not be measured or paid for directly but will be subsidiary to pertinent items.

ITEM 340: DENSE GRADED HOT-MIX ASPHALT

• The transition surface areas to be overlaid shall be bladed, cleaned and broomed where necessary

and tack coated as directed by the engineer. There will be no direct payment for this work, but shall be considered subsidiary to item 340.

- Siliceous granite and gravel, iron ore, or lightweight material will not be permitted on this project.
- The paving mixture shall consist of a uniform mixture of coarse aggregate, intermediate aggregate, fine, and asphalt material. Fine aggregate shall consist of manufactured sands, screenings, and field sands.
- Prime coating flexible base course for asphalt placement surfaces will not be paid for directly, but will be considered subsidiary to Item 340.
- Neither recycled asphalt shingles (RAS) or reclaimed asphalt pavement (RAP) shall be permitted to be used on this project.

ITEM 354: PLANING AND TEXTURING PAVEMENT

- Planning of asphalt surface is limited within the area of each sub-phase under construction.
- Planning of asphalt surface is for the purpose of asphalt material salvage and recycle.
- County has coordinated with the Jack Brook Airport and will provide an area on the southeast side of Jerry Ware Drive, just south of the fueling entrance near Airline Drive split for a laydown area and stockpiling.

ITEM 360: CONCRETE PAVEMENT

- Class P concrete shall be used for all concrete roadway pavements.
- Deformed reinforcement bar size, spacing and placement shall conform to Roadway Standards and Paving Details. Spacing adjustments may be required at the edges on both sides of the proposed concrete pavement lane widths as shown in the contract drawings.
- Wire mat reinforcements are not allowed for use on roadway construction for this project. Wire mat reinforcement will be allowed for use on driveways and sidewalk construction.
- The contractor may use transit mix concrete in accordance with the item "ready-mix plants".
- Where the pavement curb is left off for a later tie, provide the dowels or the tie bars as indicated on the paving detail sheets. The dowel bars and tie bars are subsidiary to the various bid items.
- Repair portions of the concrete pavement surfaces that are damaged while in a plastic state before that area receives permanent pavement markings and opens to traffic. Perform repairs that are structurally equivalent to and cosmetically uniform with the adjacent undamaged areas. Do not repair by grouting onto the surface.
- Set-retarding admixtures will not be allowed.

- Hand-finishing of concrete pavement will be permitted as directed by the engineer.
- Sawing of all joints shall begin as soon as sawing can be accomplished without damage to the pavement and completed before 12 hours has elapsed. Any random cracking of the pavement, which in the opinion of the engineer, is due to incomplete sawing operation shall be removed and replaced at the expense of the contractor.
- Class 5 self-leveling low modulus silicone sealant shall be used on this project.
- All longitudinal and transverse joints shall be sawed.
- Surface test Type "A" shall apply to this project.
- Concrete placement will not be permitted when impending weather conditions, in the opinion of the engineer, may result in rainfall or low temperatures which will impair the quality of the finishing work.
- The contractor shall have on the job site sufficient burlap or polyethylene fabric, as directed by the engineer, to cover a section of concrete pavement 600 feet long and 16 feet wide.
- Siliceous gravel will not be permitted in the mix design.
- The dowel support assemblies used in concrete pavement shall be constructed using number 1/0 (0.306 inch diameter) wire in the main vertical members. Dowels shall be rigidly supported in parallel positions and shall be welded on one end to support the frame. The weld attachment shall be made alternately on opposite ends of successive dowels. The support assembly shall be subject to the approval of the engineer.
- A minimum of 3/5th of each dowel bar shall be coated with hot-applied asphalt cement. The coating shall be placed on opposite ends of successive dowels.
- Saw cutting of all joints (transverse expansion joints, longitudinal construction joints, longitudinal sawed joints, transverse sawed joints and others) will not be paid for separately, but shall be considered subsidiary to pertinent items.
- Newly placed roadway pavement surfaces with crack(s) of any cause or nature will not be approved and accepted by the County. Crack(s) shall be repaired as shown on TxDOT Standard Full Depth Repair for Concrete Pavement (REPCP) – 14 before the acceptance of the project for maintenance by the Owner. This repair, including saw cutting of pavement full depth, reinforcing, tie and dowel bars, concrete and all incidental materials, saw cutting and sealing of joints, labor and equipment needed to complete the work shall be at the contractor's expense.

ITEM 400: EXCAVATION AND BACKFILL FOR STRUCTURES

- Structural excavation for pipes will not be paid for separately, but shall be considered subsidiary to pertinent items.
- As shown in the drawings, structural backfilling with cement stabilized backfill for pipes under roadway pavements and or outside roadway pavements around pipe zones will not be paid for

separately, but will be considered subsidiary to pertinent items.

• Removal of existing storm sewer pipes as called for in the drawings will be paid for under the item for removal of pipes. Pipes removed under roadway pavements will be backfield with cement stabilized sand material up to the bottom of subgrade stabilization or base course. Pipes removed outside the roadway pavement will be backfield with suitable excavated ordinary material up to finish grade line. Cement stabilized sand backfill will be compacted to fill all voids and ordinary soil material will be compacted at 8" lifts equal to the surrounding undisturbed soil condition. Backfilling of cement stabilized sand for trench underneath roadway pavement and ordinary soil materials for trench outside roadway pavement will not be paid for separately, but will be considered subsidiary to pertinent items.

ITEM 465: MANHOLES AND INLETS

- The use of precast storm sewer manholes and/or inlets will not be permitted in this project.
- Inlet and manhole "ring and cover" shall be gray cast iron of part no. as shown in the plans. The dimensions and descriptions are shown on the plans. Dimensions may vary to the extent determined by the engineer.
- Excavation will not be paid for directly but shall be considered subsidiary to this bid item.
- Cement stabilized backfill shall be required around all inlets. The stabilized backfill shall not be paid for directly but shall be considered subsidiary to pertinent bid items.
- If building manholes or inlets in graded areas, first construct them to an elevation at least 4 in. above the top of the highest entering pipe and cover with a wooden cover. Complete the construction of such manholes or inlets to the finished elevation when completing the grading work for such manholes or inlets. Adjust the final elevation, if required, since this elevation is approximate.
- Construct manholes and inlets in paved areas to an elevation so their temporary wooden covers are flush with the surface of the base material.
- Do not leave excavations or trenches open overnight.

ITEM 500: MOBILIZATION

• Mobilization shall not exceed ten (10) percent of the total construction items amount.

ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

- Submit changes to the traffic control plan to the Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.
- Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic

Control Devices for Streets and Highways" for typical construction layouts.

- Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- If a section is not complete before the end of the workday, pull back the base material to the existing pavement edge on a 6H: 1V slope. Edge drop-offs during the hours of darkness are not permitted.
- Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1) (12) standards and part VI of the Current Texas Manual Of Uniform Traffic Control Devices.
- Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use, or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.
- Use vertical panels instead of cones as traffic control devices.
- Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less Than 7.5	0.080 Inches
7.5 To 1.5	0.100 Inches
Greater Than 1.5	0.125 Inches

• Plan the sequence of work so as to minimize inconvenience to the traveling public. Any changes to the traffic control plan shown in the plans must be approved in writing by the Engineer. Submit the revised plan for approval to the Engineer.

- The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- Install temporary fence around the open pit by the end of each working day to safeguard pedestrian using the sidewalk. No payment shall be made for this work directly, but will be consider subsidiary to this item.
- Temporary traffic signalization as shown in the plans and Additional temporary traffic signalization not shown in the plans that is required to meet actual site conditions as directed by the engineer will not be measured or paid for separately, but will be considered subsidiary to this pay item.
- The Contractor shall submit to the County prior to start of any construction work, a hauling truck and construction vehicles route plan. This route plan shall show streets to be taken for trucks and vehicles either empty or hauling materials going in or out the construction areas scope of work. The Streets that are to be used as truck and vehicle routes shall be truck loads roadway bearing pavements. Upon approval of the Engineer, this truck routing plan will be strictly implemented. Any changes that is required as construction phases progresses will be reviewed and approved by the Engineer. This work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Construction Exit shall be paid for under Item 506.
- The Contractor shall prepare proposed revised traffic Detour Plan for the construction of Airport Pavement Replacement project. This shall be coincidental with the construction progress of work phases. Any addition barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic during the construction of the Jerry Ware Drive and 3rd Street Pavement Replacement Project will not be measured or paid for separately, but will be considered subsidiary to this pay item.
- Additional Barricades, warning and detour signs, including the necessary temporary and portable traffic control devices to detour and control traffic along 1st Street, Jerry Ware Drive and 3rd Street during the construction of County Utilities as required by the Engineer within limits and scope of project work will not be measured or paid for separately, but will be considered subsidiary to this pay item. Water and Sanitary Sewer installations will be paid under its respective Items. Temporary Asphalt Pavement restoration and Temporary Pavement Markings will be paid under its respective Items.

ITEM 506: TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROL

- A Storm Water Pollution Prevention Plan (SWP3) is required for submittal when the disturbed area is 1 acre and greater, with the "Notice of Intent" (NOI) as required. The NOI will be completed and filed by the Contractor at the contractor's own expense.
- Use appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area. Remove and dispose of materials in compliance with State and Federal laws.
- Before starting construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control management practices as shown on the SWP3.

- Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.
- Implement temporary and permanent erosion control measures to comply with the Texas Pollution Discharge Elimination System (TPDES) general permit.
- Schedule the sodding work as soon as possible after completing earthwork operations, restore and sod the disturbed areas in accordance with the County's specifications for permanent or temporary erosion control.

ITEM 530: INTERSECTIONS, DRIVEWAYS, AND TURNOUTS

- Saw cutting of concrete and asphalt pavement at break back line as shown in the drawings for Intersections, Driveways and Turnouts shall not be paid for separately, but shall be subsidiary to this unit bid item. Any additional modifications and incidental saw cutting of concrete and asphalt pavement at intersections, driveways, and turnouts required to meet existing site conditions, construction grade standards as shown in the drawings and as directed by the engineer will not be measured or paid for directly but will be subsidiary to pertinent items.
- Any additional saw cutting of existing driveways pavements beyond Right of Way lines inside private property as permitted by the owner, not shown in the drawings as determined and ordered by the Engineer to meet standard grade requirements will not be measured or paid for directly but will be subsidiary to pertinent items.

ITEM 585: RIDE QUALITY FOR PAVEMENT SURFACES - TXDOT PAVEMENTS

- Service Roads and Ramps. Use Surface Test Type A (10 ft straight edge) on service roads and ramps.
- Short Projects. Use Surface Test Type A when project pavement length is less than 2,500 ft.

ITEM 644: SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES

- Sign locations shown on the plans are approximate before placing them, obtain approval of the engineer and then stake the exact locations for these signs. For this project, existing signs shall be removed, stored, and replaced. Any signs or posts damaged during the removal or storage process shall be replaced with identical products at the contractor's expense. All expenses, equipment, materials, and appurtenances required to remove and replace the existing small road signs will be paid for under this item.
- Use the Texas universal triangular slip base with the concrete foundation for small ground mounted signs, unless otherwise shown in the plans.
- When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

ITEM 666; RETROREFLECTORIZED PAVEMENT MARKINGS

• Furnish Type II drop-on glass beads per TxDOT Specifications.

ITEM 677: ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

- Remove all contaminates and loose material. Consider this work to be subsidiary to the various bid items of the contract.
- Remove existing raised pavement markers where indicated prior to the addition of the asphaltic pavement or seal coat. Dispose of the removed markers form the project at the end of each workday. Consider this work to be subsidiary to the various bid items of the contract.

ITEM 760: DITCH CLEANING AND RESHAPING

- This item will be used to clean and regrade the existing ditches to the grades as shown in plans to provide adequate drainage for the existing and/or proposed roadway. Any excavation and backfill will be considered subsidiary and included in the price per linear foot.
- This item will be used as shown in plans when ditch to filled or excavated. Fill material shall be in accordance with Item 110 Excavation but will be included in the cost per linear foot in this item to depths shown in plans to provide proper drainage.

End of General Notes

GOVERNING CONSTRUCTION SPECIFICATIONS

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

These items which are listed below and which are contained in the TX DOT 2004 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

Standard Specifications:

- Item 100 Preparing Right of Way
- Item 104 Removing Concrete
- Item 105 Removing Treated and Untreated Base and Asphalt Pavement
- Item 110 Excavation (132)
- Item 134 Backfilling Pavement Edges
- Item 164 Seeding for Erosion Control
- Item 168 Vegetative Watering
- Item 210 Rolling
- Item 216 Proof Rolling
- Item 247 Flexible Base
- Item 260 Lime Treatment
- Item 276 Cement Treatment (Plant Mix) (204)(210)(216)(300)(520)
- Item 300 Asphalts, Oils, and Emulsions
- Item 340 Dense-Graded Hot-Mix Asphalt (Method) (300)(301)(320)(520)(585)
- Item 354 Planning and Texturing Pavement
- Item 360 Concrete Pavement (421)(420)(438)(440)(529)
- Item 400 Excavation and Backfill for Structures (132)(402)
- Item 438 Cleaning and Sealing Joints
- Item 440 Reinforcing Steel
- Item 465 Junction Boxes, Manholes and Inlets (420)(421)(427)(440)(442)(471)
- Item 471 Frames, Grates, Rings, and Cover
- Item 500 Mobilization
- Item 502 Barricades, Signs, & Traffic Handle
- Item 506 Temporary Erosion, Sedimentation and Environmental Control
- Item 529 Concrete Curb and Gutter (360)(420)(421)(440)

Item 530 Driveways and Turnouts (247)(276)(360)(421)(440)

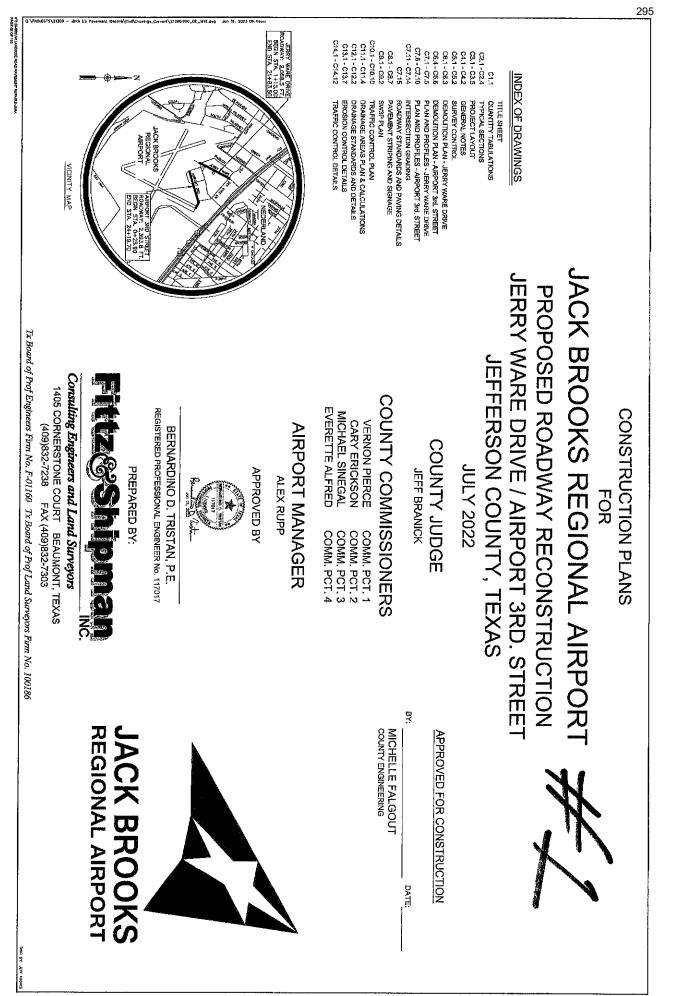
Item 585 Ride Quality for Pavement Surfaces

Item 636 Signs

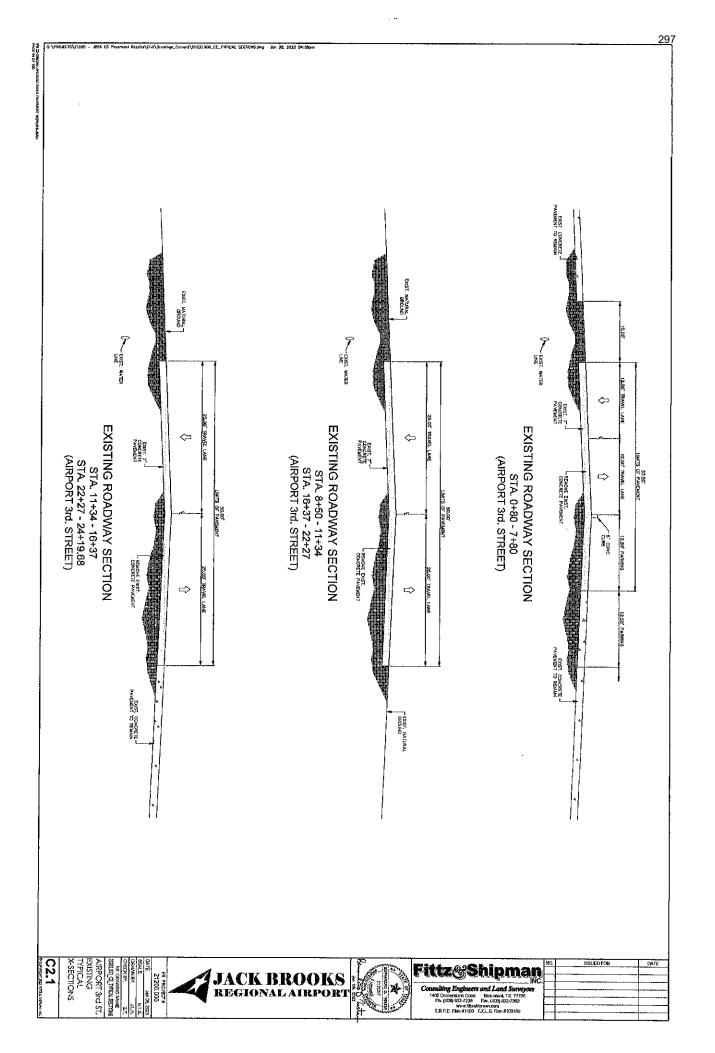
Item 666 Retroreflectorized Pavement Markings

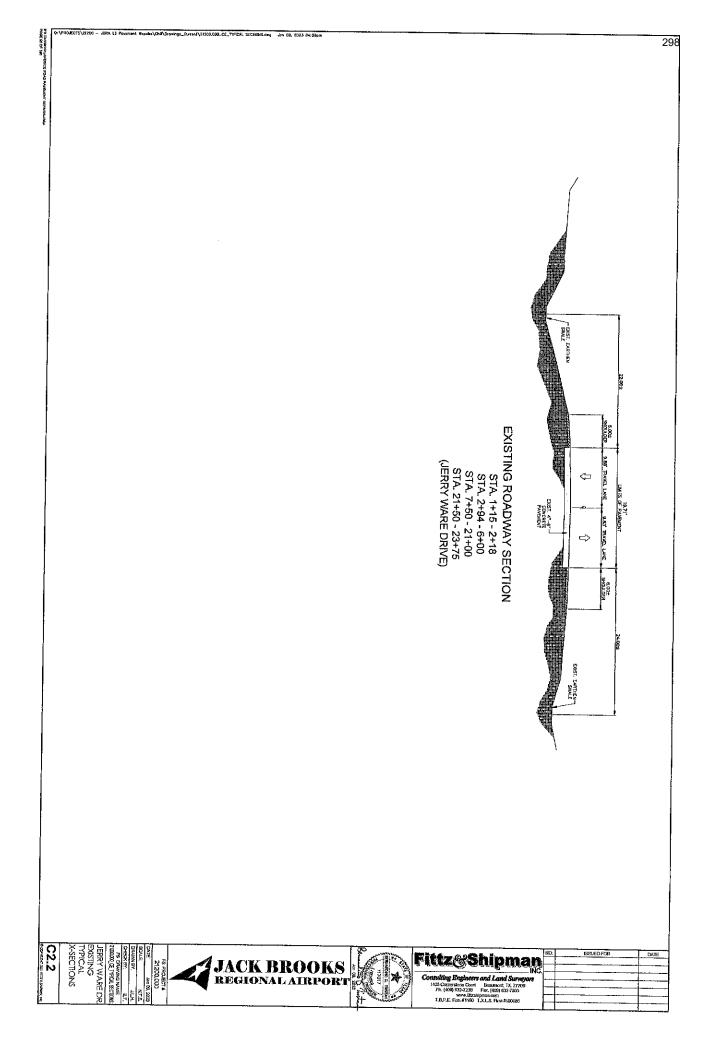
Item 678 Pavement Surface Preparation Surfaces

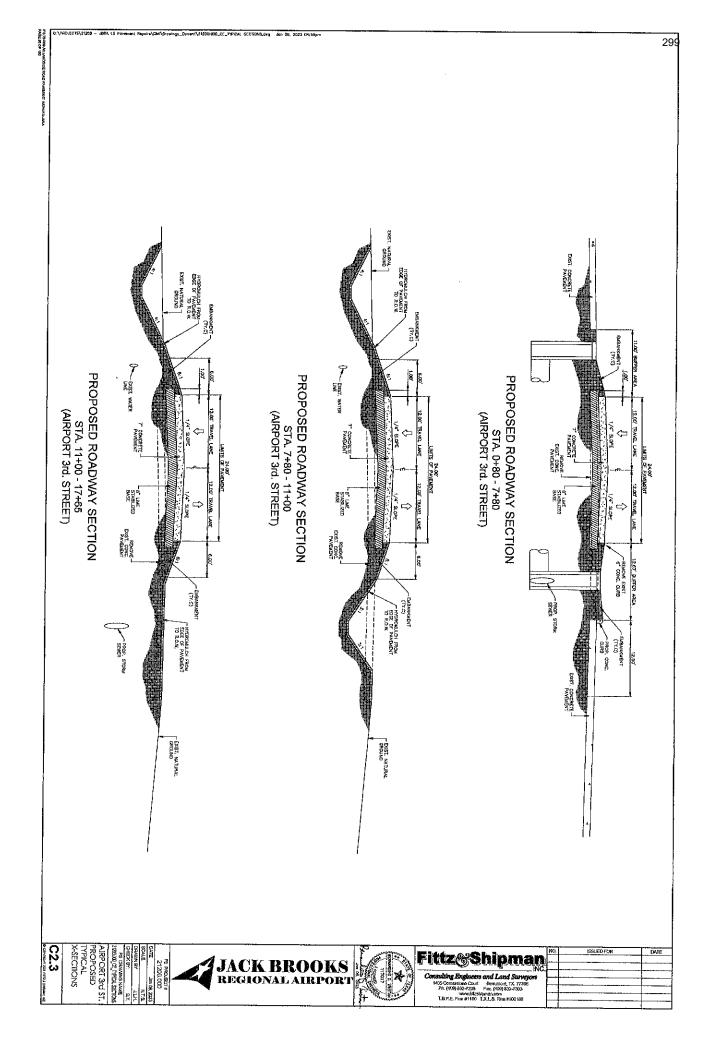
End of Governing Construction Specification

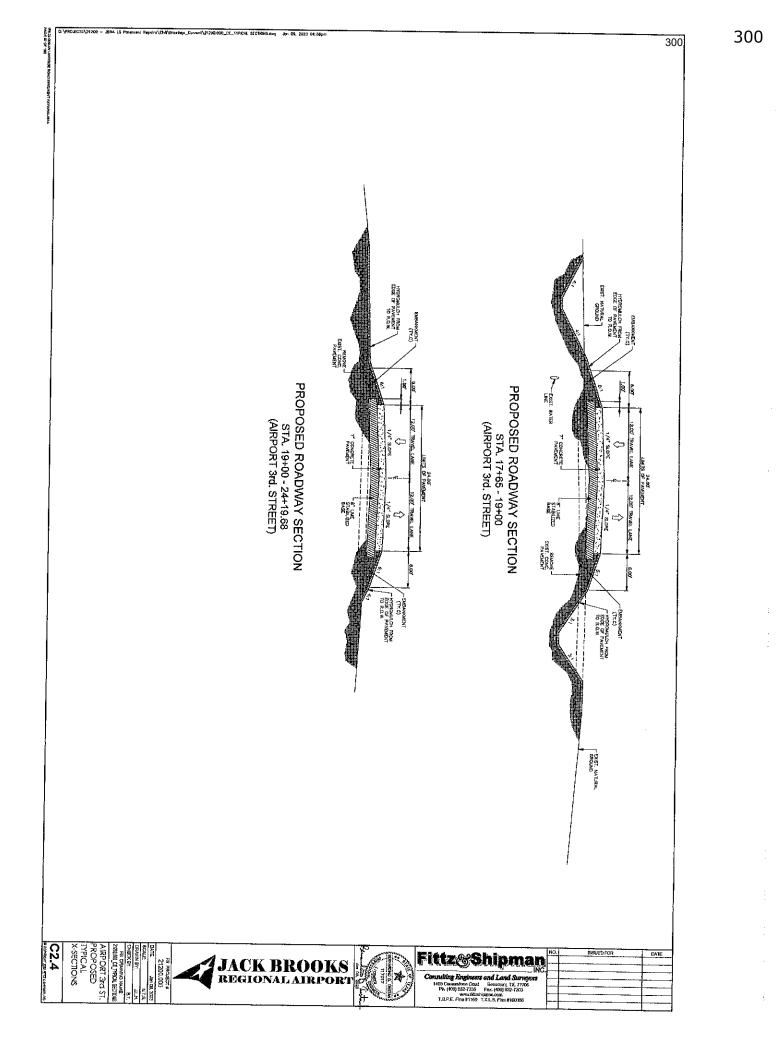


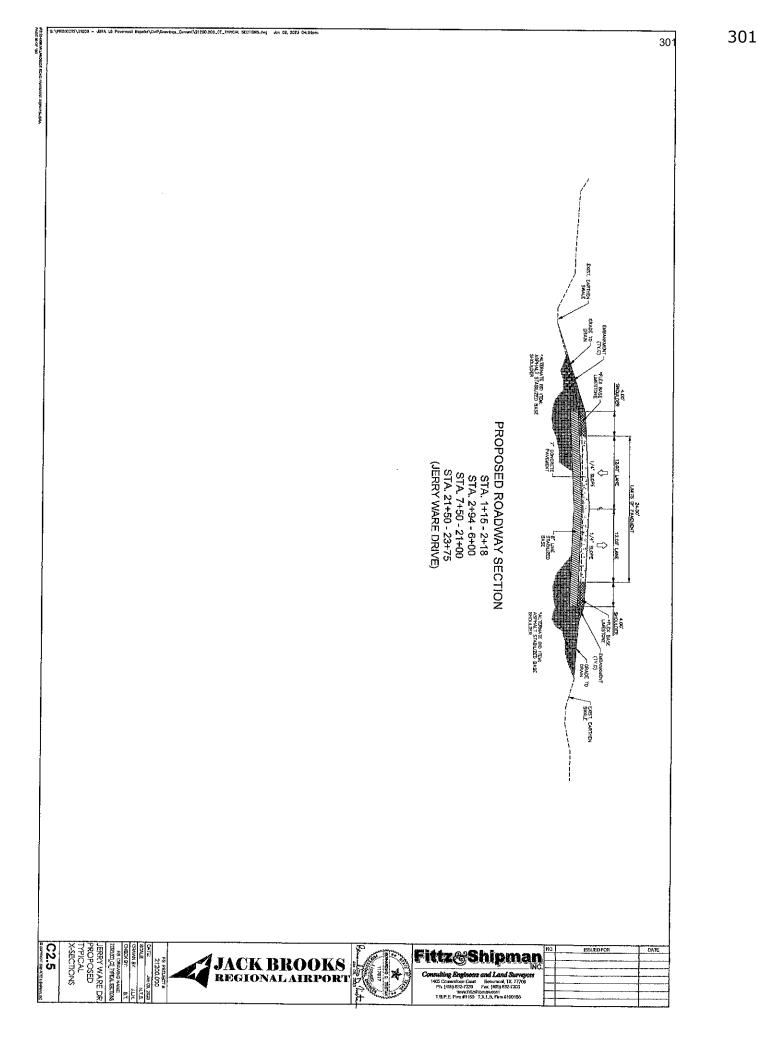
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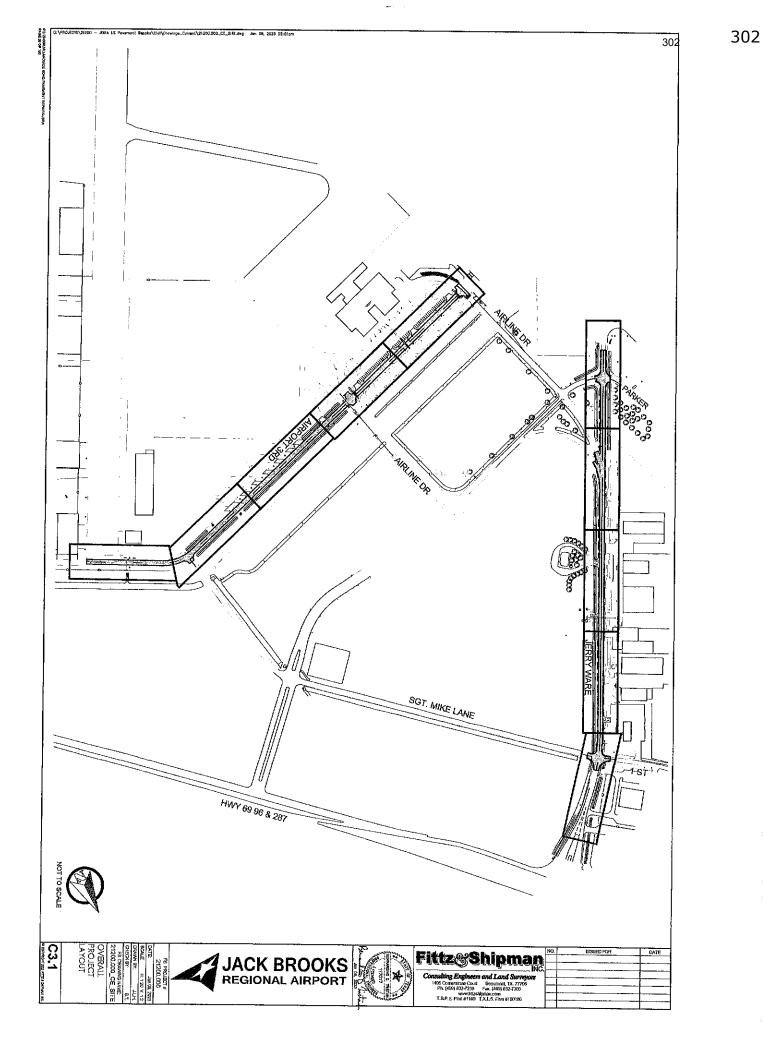


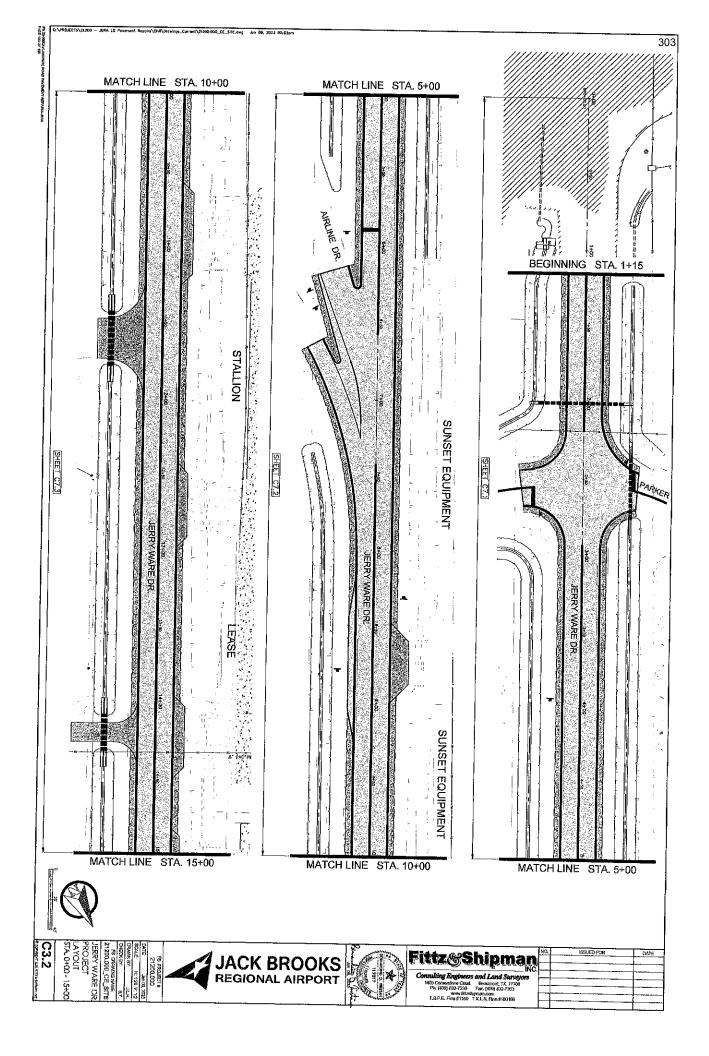


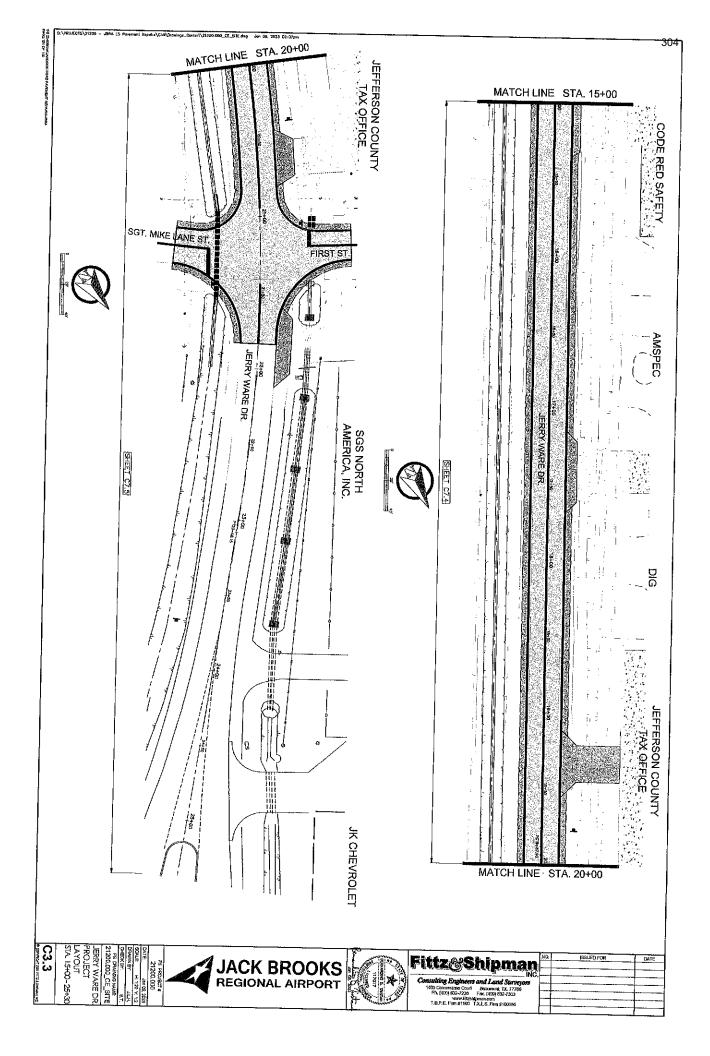


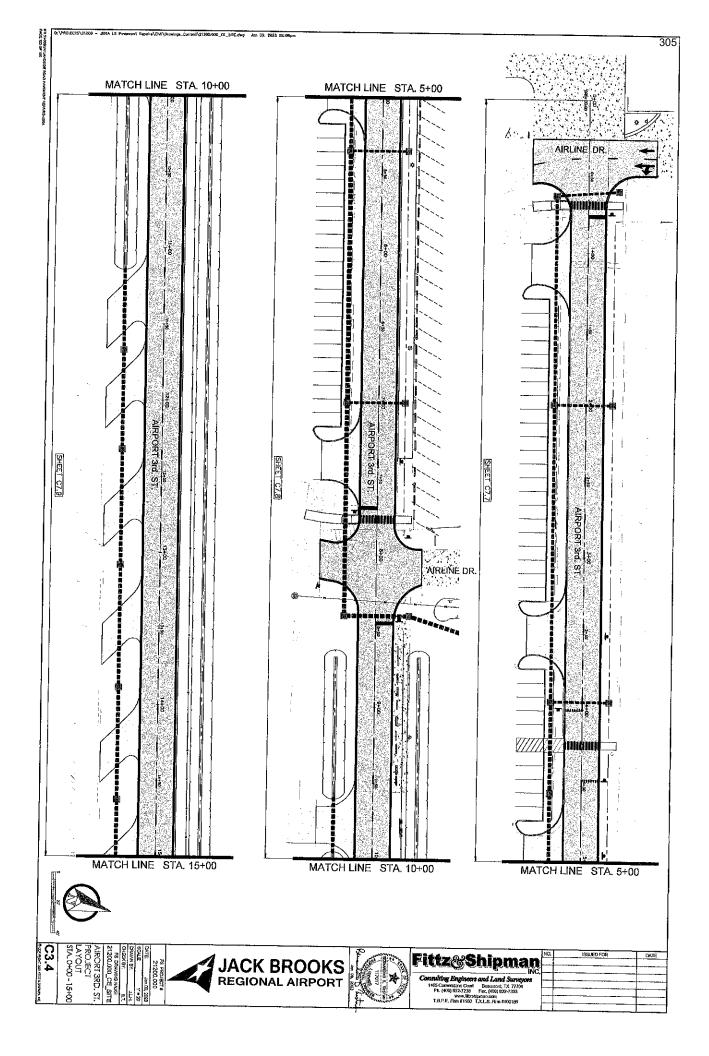


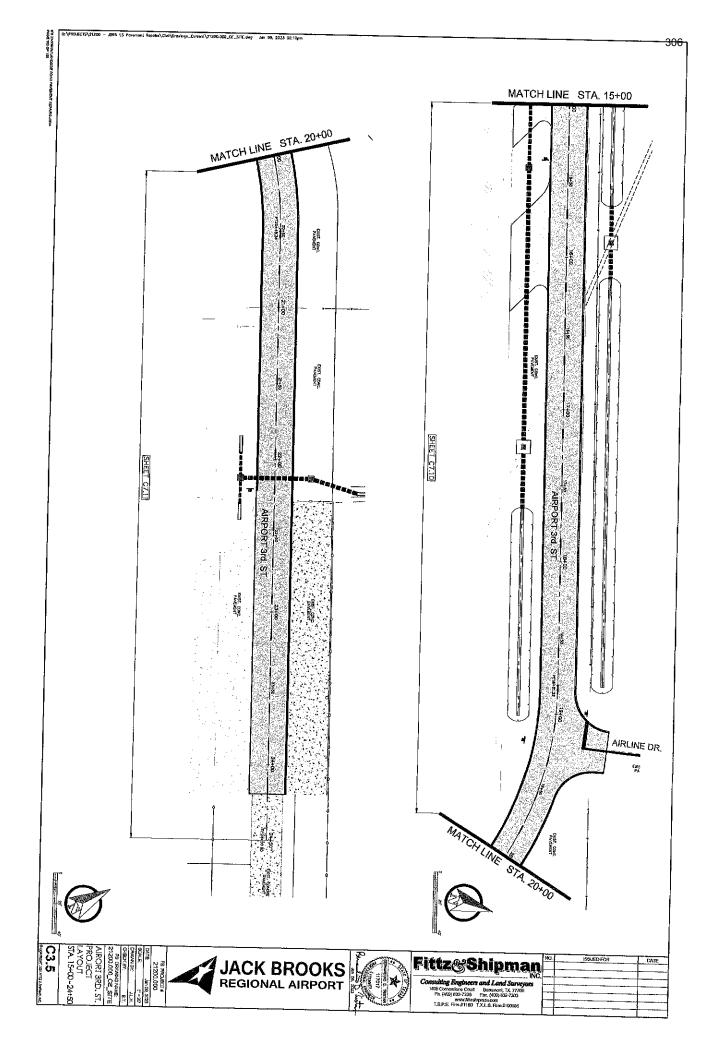












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The contractor shall maintain adequate drainage throughou the limits of the project during all construction phases. 16. All authorized watts material shall become the property of the contractor and shall be deposed of at a place off the right-of-way and approved by the engineer. 15. The contractor shall be responsible for all maintenance of the travel Way and appurchatose within the barricades for the duration of the project. We allow payment will be made for maintenance of the brood way and appurchatosover within the amfolders, but shall be subsidiary to various but (arms. 14. Courty boroes will maintain the existing section of streets and its appurabilitations not a part of this project except that those sections duringed by the contractor's forces shall be repaired by the contractor at his entire expense. 12. The Comment's constitution school is shall be bused upon the Commert'inten. The Constituted lime bias inclusion of They calls calcular days of telecommit wateries are selfand in the the Eds of a dir low Gameral Conditions. No request for an activation of Commerts into will be considered with a calcular interface of the inclument weather days exceeds the number of days set out hearing the set. 10. Comparing the stand first the work zone for personnent demolition and concrete plearwayers to these 30 black. Concrete plearmant for new paymener trues, the complete which are performed for the planet standard and the standard standard standard sateling madeseptement before demolition in the next three (3) blacks can be tridined. 5. Schoolde construction operations such that preparing individual liters of work follows in close sequence to constructing soom deales in order to provide a suite inconvenience as practical to the businesses and residencis along the project. Trincels Type-4 Wineel Wayne Sects 800 M-8 Cruter II Buln Writh Wing Buln Writhe Wing Burn Felcen Mobble TE-3 Mobble TE-4 Murphy 4042 4. The lengths of the posts for ground mounted eights are approximate. Verify the lengths before notating these matarials to meet the assisting field conditions and to conform to the minimum sign mounting heights shown in the plane. Control the dust caused by construction operations. For averaging the Enisted concrete pavement, use one of the following ypee of sweepers or equal: The contractor will assume ownership of debries and dispose of at an approved location. Do not dispose of debries on private property unless approved in writing by the Engineer. Unless otherwise shown on the plans or otherwise directed, commence work after sunnies and ensure construction equipment is off the road by sunset. General Notes and Specifications General Notes: References to manufacturar's toda meme or casalog unifier an art for purpose of identification only. Similar natacta: Som other manufactures are are pointhed if toget and real quality, comply with the specifications the this project, and its approved, essept for mathery illumination, electrical, and antice algual items. 2. The contractor shall farnish all fines, grades and benchmarks, other han those specified above. Notify the Engineer immediately if disceptorize are discovered in the horizontal control or the bencirmark data. The contractor will establish the project control point, points of tangency, prive (points of intersections), point of ranveiture (pc, pi and pf) and bench mark at the beginning and end of the project. Schedule work so that the base placement operations follow integrade work as closely as practical to reduce the hezzrd to raveling public and to prevent undue delay caused by wet here Do not mix or store materials, or store or repair equipment, tap of contents prevenant or bridge decise undess authorized by 9 Enginear, Permitalion WB ko granted to store natverials on rinneu if no demoge or discoloration will result. 22. The approximate bacalcose of thy secon moderground tilly installations are shown on the price. The comparison of these stills be and of any others which may safe the baday dains in a shown because of utility conflicts. It shall be be contracted responsibility to a suffy the utility responsible for any damage and the conflictness while the contracted responsibility to a suffy the utility responsible for any damage and the conflictness while the contracted responsibility to a sufficience where the contracted responsibility to a sufficience where the contracted compares as allowed in the an index while the contracted of the profess while the damage of the contracted response to the sufficience where the contracted of the profess while the other statistic here as the contracted the data while the other statistic here the contracted the data while the contracted by the contracted of the data while the contracted by any statistic of the data while the contract of contracted the data while the other statistic here the contracted of the data while the contract leading comparison of the utility conducting committee for contract leading comparison of the utility conducting committee for contract leading the protect data and the the term of the Texas Chen Call System, at the followed and the contracted comparison. Spectrum Laftiva 21. The Contractor will utilize an independent Geometricia: Testing Laboratory to sumple all contrast structures and noise and serie all contrast opticales and track all mothody dentify controlled bate and or subgridges in accordance with the test methods provide for under the inSOCT Structure Structures for Construction of Highmags, and Bridges (Adopted Hoverheit 2014), The will not be all for unparality but shall be considered in but the structure in the structure of the structure of the Construction of Highmags, and Bridges (Adopted Hoverheit 2014), The will not be all for unparality but shall be considered autobut by to various bid laters. This action does not releve the Contractor of the responsibilities under the arms of the contract or the plans and upselfigations. Damage caused by the Contractor's operations shall be regulared and restored to service in a finally manner at no expense to the remove 25. If some the or underground power lines need to be deemargized, contact the electrical services provider to perform this work. Costs associated with deemargizing the power lines or other protective measures required are at no expense to the County. Entergy Fletchar 28. If working near power lives, comply with the appropriate sections of Texas State Law and Federal Regulations releting to the type of work involved. ¥ 23. Notify the Engineer at least 48 hours before constructing junction boxes at intersections of storm drains and unStites. City of Nederland Woods Public Works 6. All monochedie, lauser ward incluisionnalus anguliwed for the contractor to provide and the manufacture control of the second and far improvery intervent and apprentic seconds to property details to furnishing improvery intervention and apprentic second second and the improvement of the second second second second second second to the second second second second second second second second control and second second second second second second second control and second second second second second second second control and second second second second second second second control and second second second second second second control and second control and second Palempo ŝ Perform electrical work in conformance with the National Intrinai Code (NEC) and County standard sheets, Install or remove poles, screet Eghts and Imminatives located ar conversed or underground electrical items using established lasty entred usity seets practices. Consult the appropriate utility moving before beginning such work. 20. Ingress and egress to adjacent property shall be provided and maintained by the contractor at all times. This will not be paid for espansiely but shall be considered subsidiary to various bid 19. 19. 18. The contractor shall allow county forces to enter this project to accomplish such work as shown in the plans (by others) and as may be desired necessary by the engineer. AT&T Texas Gas Service Patrick Sam Telephone Company utility Contact Person Texas One Call, Joll-free 1-800-245-4545 All drainage structures shall be cleaned and outfail channed by the county.

35. The contractor shall maintiful adequate draining throughout the lines of the project during all construction phases. The comprises will provide all movement place exploration, haveour provide a structure provide all movements place explorations of the provide all constructions and all other includentials and one transmitting only the provide all movements place explorations, related a endorrow within project theirs occurs under work all converved and declarged units of the relation place and structures. This revision is the structure and the structures. This revision is the structure and the structure will be activation by benchmark there. Can area within depend work where works is possible, and or include grant and and a financial ty be explored, there is charged and in a structures. This revision is the contract grant or areas will be activation by benchmark transmitted and and as financial by the explored, the orbitage and the structures. This revision of the contracting during a struc-ture of where works the provide and the structure with the structures and the explored in the structure and as financial by the explored, the orbitage and the structures. This revision the structures and the struc-de allungs and thruting the indications accurate and the measurement of plad for directly buryling to pertinent lens. 36. Care shall be taken when moving excluding property irrigation or sprinkling water facilities and its appuritionance that therein with outsact/obs. Contractor shall an upport of the property ideatesments, results, and plut frees facilities at their temporary ideatesments, results, and plut frees facilities at their temporary ideates . Contractor and all results, resonance cat earlies appears influence or exprinting facilities to religinat contribution or Leave when work is completed. This work with non-space or paid for directly but will be assisticitary to partners tierns. Gainer Information and direct attantion to the separate of edjoining projects that may be in programs during the construction of a percine of this project. Final and concernits the sequence of construction and the traffic control Rain with adjustant construction Partiels all manafelia, taker and isolatentals required to provide for tratific across its highway and (showed) Tagnas and cores to private property is accordance with ancient with 0.77 of the standard spectracions at no acklorand, cath with 0.77 of the standard incidenced to the hid items on the project. The contrast requires work performed on railroad property. Cooperate with the relevants and comply with all of their requirements including obtining using tabihing they require before performing work on railroad property. Salarbien the roadway stope stability. Tamporary tetaining structures or restoring may be movined. Before totaling any proposed important mething and/tative or konting, accurate percental. Submit serving esqueraring, tetaining stope set of or operations incideling experiments. Maintaining slope stability in subsidiary to the various bid larms. FIEM 7: LEGAL RELATIONS AND RESPONSIBILITIES any earthways knowsections, computer printees, data files and any other information provided is for non-optical-backbox purposes only and it is the responsibility of the properties bidder to undust the data with the appropriets plans, specifications and estimates for the projects. Contact the Filtz & Billpraim, Inc. located at 1405 Conference Court (445) 822-2738. ITEM 5: CONTROL OF WORK Specifications: 54. More existing ourse, maliboare, deliveration and any other similar collections of the constraints in temporary boarding approad by its existing with communication to temporary permanent positions with the component shade to their permanent positions with the constraints of the communication applicable attribute standard substitient to write the cost of directly and will be considered substitient to write bid latera. 32. Procure all the necessary city, county and/or state permits and licenses before the start of this project. 31. Shrm water grading permit is required for this project and shall be filed by the contractor at the contractor's expense. ITEM 8: PROSECUTION AND PROGRESS 34. Prepare, realizable and submit for approval, a project softward using CPM or similar project featuring method. Also, submit contractory contact, personality interprote or cell there submit contractory contact, and and a feature working hours. Numbers in case of amargencials during and after working hours. 30. Any some water permit and associated fees required for construction of this project and the contractor's opprese. Also, any propurser vectors, sediment and voter control necesarias may all works and metaneous with the details chown in the plane and all works and metaneous with the details chown in the plane and all works and metaneous the maintenance in the plane. Temporary Erosian, Sedimentation & Erosiansmenial Countrals², Temporary Erosian, Sedimentation & Erosiansmenial Countrals². 28. The concretent shall tank a serified thistopic of research motions are weights and allowed heads of the motion resultations for all trucks, ake, prior to their way of the project. Each trucks shall be identified by a permeasure as a planet Each truck shall be identified by a permeasure as a planet burnear boarded on the truck and on the bed of the truck and/or trubker. Conversion of the stabilization requirements for 70% grass ownerse, which we particular converse is required. During the period, mean real operate water equipment under purphing presents ourpaids of definitions the required and unable necessary. For Features testing section cycle and the expendent necessary. The transmit seeking section cycle and the expendent necessary. The transmit seeking section cycle and the expendent necessary. The transmit seeking section cycle and the expendent necessary. The transmit seeking section cycle and the expendent necessary. The transmit seeking section cycle and the expendent necessary. The transmit seeking section cycle and the expendent necessary. The transmit seeking section cycle and the expendent weeking under the section of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten of the transmitten weeking under the transmitten of the transmitten o Provide a log book showing daily water usage and receipt of water applied, in addition to metaning the water equipment. Yohos all newly planad weeded areas the same day of installation. Thereafter, maintain the second areas in a well-sected condition and at in thin allow the areas to dry to the condition that ways stress is evident. Multiple mobilizations of the seading craws will be expected to comply with the TCER Requirements for Construction General Permit of the Tocase Follution Electrication Declargie System requirements for re- wapriating disturbed suite. Equip water trucks with sprinkler systems capable of cavating the entitle area to be seeded from the roadway. ITEM 168 VEGETATIVE WATERING Eliminate seetling in areas of natural growth datemtined by the Engineer to have sufficient cover. ITEM 184 SEEDING FOR EROSION CONTROL Final grading and stabilization (seeding) shall be aphlewed as soon as possible and run schoolaide only for the end of the project. Final grading and stabilization should be initiated as the overall work progresses. Documention required for the instellation of drainage structures including but not thinked to storm server; inlets, safety and trainstruct, ex., as well as regressing the road side dictions shall be subsidiary to its secondare bid larm and not included in the excave bior quantities. • The bala accession quantity shown on the plans includes the quantity for expecting the material beyond the activity of the seriod quarket to allow the installation of stallated base, ourself paternant and suphall subhilded shoulder as shown on the typical sections. If manipulating the excavator material requires moving the same material move than orner to eccomplish the desired matihs, the exconstrain in measured and just for only once regardless of the number of manipulations required. Execution shall be a plane quantity measurement ham.
 Payment stask be cased on the quantity as shown in the proposal street. Additional componiquitors will be considered for extra successful due to field change which effect the total quantity more example. All accentible invertial not table project shall be the property of the contracts and disposed of et a site approved by the explaner. These will be no direct approach of examples of the second mitterial, but shall be considered subsidiary to the item 110 "Exclavation". ITEM 110; EXCAVATION Replace that portion of the pavement removed for storm sever installation with yan (10) inches of flexible base and one inch of asrbatic contrate parkement. This work will be conside subsidiary to this long. All controls (delanada, delanago, alara, pavannem, etc.) vidi be salv cat fo fait (delah at consortion, cateta, a cateta) parantentis. Sav catho, of all concrete, (delanada, delanado, salara, pavententa, etc.) and as discost (by configure to the tensoring salara, pavententa, etc.) and as discost (by configure to the tensoring cateta) in other transmod or paid for directly but for tensori er herdrav, to savename to read for directly but for any other er herdrav, to savename to paid for directly but for any other er herdrav, to savename to paid for directly but for any other er herdrav, to savename to paid for directly but for any other er herdrav, to savename to paid for directly but for any other er herdrav, to savename to paid for directly but for any other er herdrav, to savename to paid for all tends for any other er herdrav to savename to paid for all tends for all tends for all tends er herdrav to savename to paid for all tends for all tends for all tends er herdrav to savename to paid for all tends er herdrav to savename to paid for all tends fo subsidiary to pertinent items ITEM 104: REMOVING CONCRETE Vegetative watering for seeding for erusion control shall b (dary to the essociated bid item. Furnish and apply water at a rate of 5.788 Mega gallons per sper cycle. Mechanical watering may not be required during periods of quate moleture as determined by the Engineer, BID ITEM NOTES projects so as not to interfere with, or hinder the completion of the work in progress on the acjoining projects. Coordinate projects to ansure an unbitempized flow of baffic. Removal of concrete curb is subsidiary to this form.

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0: 409,720,5585 M; 408.974,8663 O: 409.982.5810 0;409.723.1541 M: 409.460.9238 0:409,963,0263 M: 409.291.9489 0:409.893,1666 M: 409.924.1495 0:409.839.7851 TELEPHONE NO.

Adam

Ron Rober

 County has coordinated with the Jack Brook Airport and will provide an area on the southeast side of Jerry Ware Drive, just south of the facility entrance hear Airline Drive split for a laydown area and stockpring. Planning of asphalt surface is limited within the area of each sub-phase under construction. Neither recycled asphult uhingles (RAS) or reclaimed asphalt pavement (RAP) shall be permitted to be used on this project, Planning of asphalt surface is for the purpose of asphalt material salvage and rocycle. ITEM 354: PLANING AND TEXTURING PAVEMENT Prime coating flexible base course for asphalt placement surfaces will not be paid for directly, but will be considered subsidiary to hem 340. The baving matchine shall consist of a uniform matchine of coarse segrepsion, information approach, fine, and approach matchiol. Fire approach schall consist of manufactured sends, corresplings, and field sends. The transition surface areas to be overfail shall be bladed, cleared and broomed when necessary and tack coated as directed by the enginest. There will be no cleared suprement for this work, but shall be considered subsidiary to item 340, Subgreads a hall be milled and compacted to not less than 98% of maximum day denoity as determined by test method TEX-1 146 & TEX-156. This work shall not be measured or paid for directly but will be subsidiary to perthemit learns, SIDceous granite and gravel, iron ore, or lightweight mathrial will not be permitted on this project. TREM \$40; DENSE GRADED HOT-MIX ASPHALT Photolybe taske means that we placed and comported in a invincement of two files with a markine model merchal disclosure of a inches. Compaction task will as below a cost merchal disclosure Engineer. Maintain discretizy basis is not least than 05% of the Engineer. Maintain discretizy basis making TEX-1 14a & TEX-1 §54. dry darsety as datemined by task making TEX-1 14a & TEX-1 §54. Flexible base Type "A" GR 1-2, Dansity Control and complete In place shall be used on the project unless otherwise approved by the engineer. ITEM 247: FLEXIBLE BASE The work performed, materials turnished, equipment, labor, tools, and incidentials will not be measured or paid for directly but will be subsidiary to perfinent lams. Compact embankment, subgrade, base, surface treatment or base naterials, ITEM 210: ROLLING C4.1 FS DRAWING NAME 2120,000 CE QUANTINES & NOTES GENERAL NOT Fittz&Shipman \mathcal{F}^{2} DATE JACK BROOKS REGIONAL AIRPORT Consulting Engineers and Land Surgeors 1405 Contribution Cont Beamson TX, 17705 Ph (408) 832-7328 Faz (408) 632-7303 www.filtatiment.com T.B.P.E. Film #1100 TXL.9. Film #100186

 Nexty placed tachargy parenteet surfaces with creading of any creating and the bar sparsed and sampled by the Caunty Creating and the bar sparsed as stream on TOOT Standard Labors taget for the provide surface of the bar stream acceptance of the provide surface of the bar stream acceptance of the provide surface of the bar stream acceptance of the provide surface of the bar stream acceptance of the provide surface of the bar stream acceptance of the provide surface of the bar stream acceptance of the provide surface of the bar stream acceptance of the provide surface of the bar stream and down have acceptance and the bar stream in residue to complete the work shall be at the commonly opponent. 308 Ramoval of existing stamm server pinces as called for: In the drawning will be paid to implet the interface on the pince of the encount under cadering proments will be busicifyed under a encount under cadering proments will be busicifyed under subsidized sand microrial up to the busicing the cadering pince underface and microrial up to the busicing of the pince and the pince of the pince of the pince of the pince of the or base course. Pipes removed crutics the readway percenter will or base course. Structural excavation for pipes will not be paid for separately but shall be considered subsidiary to pertinent items. As shown in the drawings, structural backdilling with convent subliced backfill for pipes under readvoy perenous and or ounder readvoy perennants atout pipe zones will not be paid for separately, but will be considered subsidiary to pertinent items, ITEM 490: EXCAVATION AND BACKFILL FOR STRUCTURES Saw cutting of all joints, franzwerse expansion joints, longibulinal construction juints, longibulinal seawed joints, transverse summer parts and orknow youll not be paid for separately, but shall be considered subsidiary to participit items. • The down stapper exemplate used in concrete patwment stall be constructed using rands. If Concernity with the main vortical membras. Concern a sight experiment paradial positions and random and the stapper and paradial positions and random handles in the stapper the starts. The work ambet ment shall be motice alternative proper the settle of accession down. This apport assembly shall be subject to the approval of the engineers. A minimum of 3/5th of each dowel bar shall be coated with het-applied asphalt cament. The coating shall be placed on opposite ends of successive dowels. The contractor shall have on the job site sufficient buriap or Nyethytens fabric, as directed by the expineer, to cover a section constrate pavement 800 feet long and 16 feet wide. Concrete placement will not be permitted when impending setther conditions, in the opinion of the engineer, may yeault in initial or low temperatures which will impair the quality of the Sawing of all juints shall begin as econ as searing can be eccorpliated without damage to the powernet and completed withor 12 hours that elevated. Any motion reading of the searned, which is the opinion of the engineer, is due to boorchipte saming operation that the retroived and replaced at the openase of the opinipactor. ITEM 360: CONCRETE PAVEMENT When mait reinforcements are not allowed for use on markway natruction for this project. Whe mait reinforcement will be owed for use on driveways and sidewalk construction. OVOL INDISC Siliceous gravel will not be permitted in the mix design. Class 5 self-leveling fow modulus alloone sealant shall be on this project. Hand-finishing of constrate parement will be permitted as cled by the engineer. Repair profession of this concrete businesses and accessing surfaces that are supply which in a placety state should be find and medicine surface preventies transidings and openets to and construct. Federation into the set excitationally regulated and the and construct and the into the set excitationally regulated and the and the set of the into the set excitation and accession. Do not repair by grading onto the polycomic unsimmaged envess. Do not repair by grading onto the polycomic unsimmaged envess. Surface teer Type "A" shall apply to this project. All longitudinal and transverse joints shall be sawed. Set-retarding admixtures will not be allowed, The contractor may use transit mix concrete in accordance the item "ready-mix plants". Where the provement carb is loft off for a later tie, provide the is or the to bars as indicated on the paring detail sheets. The i bars and the bars are subsoliary to the various bid items, Deformed winforcement bar size, specing and placement emform to Roadway Standard's and Pawing Debits, Spacing transits may be required at the enges on both iddes of the transit size of the systemuni tare widths as shown in the contract Class P concrete shall be used for all concrete reactway VUNUUT REPAIRSAIN Remove all traffic control low-loss from the markey, off of the dots of eacy where here you are off-town and an advected of the stated within 3 days may be placed to use. Downs and advected of the readway or rights ratio and advected on the state of the readway or rights ratio and the placed to the approved sease to the poster. Cover any commands on the are not the fixed by the basels of the state of the state are not the fixed by the basels of the state of the state are not the fixed by the basels of the state of the state of them to be movied from the right of vary stally. Place boathing burriers to product drop-off conditions growter twa 2. K within the clear zone that remain overright. The traffic control plan (TOP) shall conform to the ZC (1) - (2) strahadra to part VJ of the Current Taxos Manual CI Uniform Traffic Control Name of the Current Taxos Manual CI Uniform Traffic Control Name of the Current Taxos Manual CI Uniform Traffic Control Construct all work zone signs, sign supports, and barricade from material other than wood unless approved by the engineer. Mith Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sizets. If a section is not complete before the end of the workday, pull tack the base material to the edding pavement edge on a 64; 1V slope. Edge drep-offs during the hours of darkness are not permitted. Keep the delineation devices, signs, and pavement markings clean. This work is exherciary to the item, "Barricades, Signs, and Traffic Handing". Furnieh and maintain the barricades and warning sign, licituding the necessary tempotary and particle authors devices, admin the warding phases or construction. Place and contenue: these barricades and varning signs in accurate to particular these barricades and varning admin is accurate to contenue these barricades and varning administration of the contenues of the second second second second to barries and varning of the typical construction (byouts, Sheets and vightways" for typical construction (byouts, Furnish additional barricades and signs to maintain traffic and trootinta's safety when directed by the Engineer, Consider payment for these additional signs and barricades subsidiary to tem 502. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer satists. ITEM SO2: BARRICADES, SIGNS, AND TRAFFIC HANDLING Mobilization shall not exceed ten (10) percent of the total construction items emount. ITEM 500: MOBELIZATION 2 Cement stabilized backfill shall be required around all injets.
 The stabilized backfill shall not be paid for directly but shall be considered subsidiary to pertinent bid items. Inliet and manhole "ring and cover" shall be gray cast iron of part no. as shown in the plant. The dimensions and descriptions are shown on the plant. Dimensions may vary to the extent determined by the engineer. The use of precise storm server manholes and/or inlets not be permitted in this project. be backfull with a table to examine ordinary matural up to frain prank inc. Convert statisticat and backfull with no ends all works and ordinary sail matching with a compared of \$7" the and all works and to the surroundow purchasticat activity of results to be surroundow purchasticat activity of contrast stabilized statistic for each or yearment. and ordinary not Totakets for tworks backfor readway parements and ordinary not totakets for tworks backfor readway parements and ordinary not totakets for tworks backfor readway parements will exit be paid for separametry, but will be considered aubsidiary to purchast totake. TREM 485: MANHOLES AND INLETS If building mainbales or instantiations, first construct ware to an elevation will leave 4 h, above the top of the highest instances of each maximise or leave to the finance develop the computing the granding work for earth in the develop fear computing the spranged work for earth mathroles or leave the instantiation will elevation, if required, show this elevation is parameters. Submit changes to the traffic control plan to the Engineer, edde a layout showing the construction pheasing, signs, ettping, d signalizations for changes to the original traffic control plan. Use vertical panels instead of cones as traffic control Lise traffic cores for daytime work only. Replace the correct plastic drums during hightime hours. Construct maniholes and injets in parted areas to an elevation their temporary wooden oovers are flush with the surface of the 99 material. Do not leave exceptations or tranches open overnight. Excevation will not be paid for directly but shall be idened subsidiary to this bid item. Additional Barricades, venning and detour signs, including the movessary texproperty and portability buffer council without detour and control reality and the strain council and the additional strain texpression of Councy Utilias as matched by Ed. Subpear within links and scope of project works will not by measured or policy to maximum your will be considered as uncleary to the pay here. Water and Schtray Sweet Installations will be and the maximum terms. Thereinery Apphila Texpression resources and Verpromary Rewards Markings will be paid under the respective larger. The Contractor shall prepare proposed movies furths Debra Par for the contraction of Append Televenum Repledement project. The shall be considered with port Revenue Repledement project physics. Any addition therefore, an anomal with movies and charact with including the nearest preparey and the start function with including the nearest preparey and the start movies and including the nearest preparey and the start movies and devices to debut and contract televenties. Replete devices to debut and grant televenties. Replete here: Wate Drive and dire repared to repare televenties will not be measured and paid for expanded, but will be considered subsidiary to this pay here. • The Capitalizer shall a same to the Accurdy prior to start of any contention work a loading or pair and accurdy prior to start of notes plan. This route plan while accur tareas to to using the total and which can also screpe of work. The Standar Starting out the construction areas accept of work. The Standar Starting bearing plane with a control works of the Starting Capitality of the Starting plane with a control works of the Starting the track routing plane with a control works. The Starting The Starting approach to the Starting Capitality of the Starting that are approach by the Starting Capitality of the Starting for again while be constructional scale to a while plane. Computed by the scale scale scale action will be the control of the scale scale scale action of the plane. Saw curting of concrete and apphalt pavement at break back line as shown in the drawings for intersections, Drivaways and Turnouts shall not be paid for separately, but shall be subsidiary to Schnetule the sodding work as soon as possible after completing earthwork operations, reaches and edd the disturbed areas in aroordance with the County's specifications for permanent of temporary erosign control. Implement tamporary and permanent emotion control measures to comply with the Texas Pollution Discharge Elimitation System (TPDES) general permit. Before starting grading operations and during the project duration, place the temporary or permanant ension control massines to prevent eadment from leaving the right of way. Remove and o Federal Jaws. A Storm Water Pollution Prevention Pran (SWPO) is required for existing when the disturbed area is 1 one and greater, with the "Nonce of Interf" (NO) as required. The Arto will be compared and their by the Committer at the contractor's own expense. ITEM 530: INTERSECTIONS, DRIVEWAYS, AND TURNOUTS Before surving construction, review with the Englineer the strop used for temporary socials control us outfined on the plans.
 Before construction, plate the strongenary breaking and sealinemistion control management practices as shown on the searce ITEM 508: TEMPORARY EROSION, SEDIMENTATION AND ENVERONMENTAL CONTROL Square Faet Less Than 7.5 7.5 To 1.5 Greater Than 1,5 Temporary traffic signalization as shown in the plane and Audiobal temporary traffic signalization not alown in the plane that is required to measured allo conditions as directed by the engineer will not be measured or paid for secanately, but will be considered subadiary to this pay tem. Plan the sequence of work so as to minimize inconvenience to the traveling public. Any changes to the traffic corner plan shown in the plane must be approved in writing by the Engineer. Sumit the revised plan for approval to the Engineer. Install temporary fames ground the open pit by the and of sech vecting day to safeguard poetentian using the sidewalk. Ne payment shall be made for this work directly, but will be consider subsidiary to this item. The approval by the engineer of the method and procedure the contractor planes to use to handle or debut raffic will not reserve the contractor of his responsibility for the protection of the traveling public. Gelvanize steel supports if used. Aluminum posts, if used shall meet the following minimum thickness requirements; Minimum Thickness 0.030 Inches 0.100 Inches 0.125 Inches Sign locations shown on the plans are approximate before plans them, which sparsaul of the eligibate and then static the second locations of the transport of the static sparsault to removal, where a static relation of the sparsault static to the static sparsault relation. Any signs or posts, damaged during the means of static persons shall be replaced with furnised products at the contradication sparsault sparsault equipment, makes, and approximates required to remove and movies we edding small read signs will be puid for under the lies? These littms which are leased below and which are contained in the TX COT ZOU Standard Specifications are hereby adapted and made part of the Contract Documents to the same active as it they were herein hypothesed in full subject to part housing the mediations, revefaitor transplorments and may appear to have housing and special Phoneiotes in these Contract Documents to follow: The governing construction specifications application to this work are the These Department of Terrepretation (TADOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges ee adopted by the State of Terrage. GOVERNING CONSTRUCTION SPECIFICATIONS End of Centeral Notes This from will be used as shown in plane when dirsh to filled or excavated, Fill material shall be in accordance with from 110 Exceeded but will be included in the costs per literation in this team to depthy shown in plane to provide proper draitings. This item will be used to chan and regrade the existing officients to be gradees as shown in plannic to provide adequate change for the existing andrier proposed readways. Any execution and backell will be considered subsidiary and included in the price part least least. ITEM 780: DITCH CLEANING AND RESHAPING Remove all constantinates and losse materials
 work to be stability for the writhout bid barres of the contensit.
 Remove ordering raised parements markets where included prior to the addition of the segurital parements for seal cost.
 Disease of neurose transfers for the project at earl of sech to scillarly. Consider this work to be subsidiary to the various bid the of the contend. NAR Nar Furnish Type II drop-on glass beads per TxDOT Specifications. ITEM 688: RETROREFLECTORIZED PAVEMENT MARKINGS When design details are not shown on the plans, provide signs and errows conforming to the latest "Standard Highway Sign Designs for Taxas" matual. Service Roads and Ramps. Use Surface Test Type A (10 th straight edge) on service made and ramps.
 Short Projects, Use Surface Test Type A when project pavement length is less than 2,600 th. Use the Texas universal triangular silp base with the concrete foundation for small ground mounted signs, unless otherwise shown in the plane. ITEM 644: SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES ITEM 585: RIDE QUALITY FOR PAVEMENT SURFACES - TXDOT PAVEMENTS Any additional sum crititing of excepting characteristic beyond Right of Way includes includes private in property as a sub-tion concer, rost shown in the drawings as determined and created by the Biofineer to mate standard gradue routine more that of the rosesumed or paid for disordly but will be sub-addray to persinent herm. Web with bit alwa, any additional modifications and incidental saw routing of rearrers and asplatel perenants: a threat sectory, any explored in sector and any explanation of the conditions, sectored in provide sectorate as shown in the drawings and as detected by the explored as shown in the drawings and as detected by the software will not be measured or pavid for directly but will be subsidiary to partificant items. tern 100 Preparing Right of Way Isan 104 Renewing Concrete Nem 100 Removing Touted and Unitediad Base and Asphalt ment idard Specifications: 1977; ELIMINATING EXISTING PAVEMENT MARKINGS AND KERS Item 110 Eucavation (152) Item 113 Eau-Milling Percentent Edges Item 134 Eau-Milling Percentent Edges Item 146 Vegetawe Wawring Nem 216 Proof Realing Nem 216 Proof Realing Nem 216 Proof Realing Nem 216 Unive Transmert Nem 240 Unive Transmert Serni 240 Unive Transmert Serni 240 Unive Transmert Nem 254 Proof Realing Nem 255 Proof Realing Nem 254 Proof Realing Nem 254 Proof Realing Nem 255 Proof Re Hern SSD Occurrente Carth and Gumter (360)(420)(421)(440) Hern SSD Octowerges and Turnouts (247)(278)(940)(421)(440) Hern SSB Raid Outliff for Parkents Surfaces Tom Ros Signs Hern Ros Signs Hern Ros Signs Hern Ros Report Surface Preparation Surfaces

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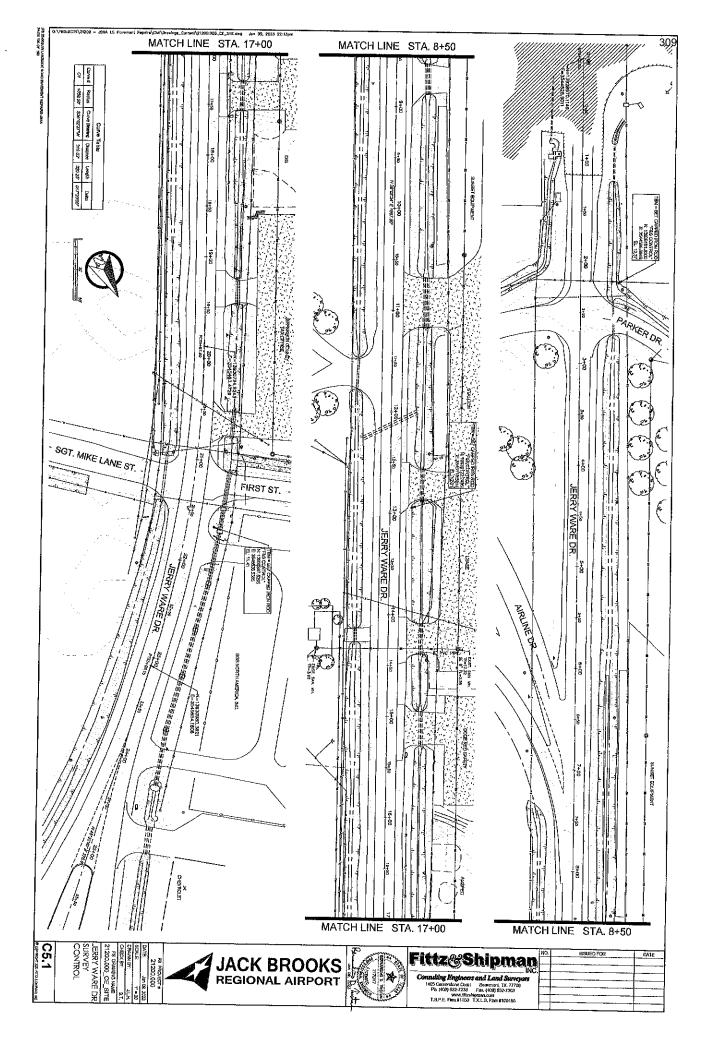
Consulting Engineers and Land Surveyors 1405 Consetbas Cost Bouward, TX, 7706 Ph. (409) 832-7238 Fax, (409) 832-7303 www.fitzshipman.com T.B.P.E. Film #1100 TXL.S. Fam #100186 DATE

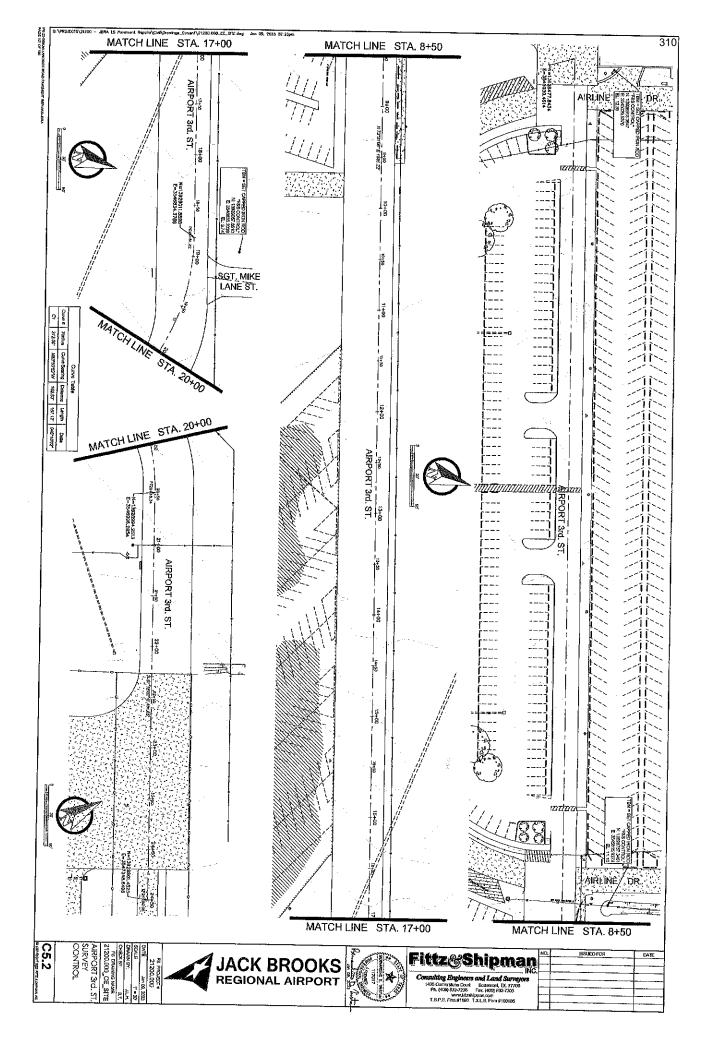
JACK BROOKS REGIONAL AIRPORT

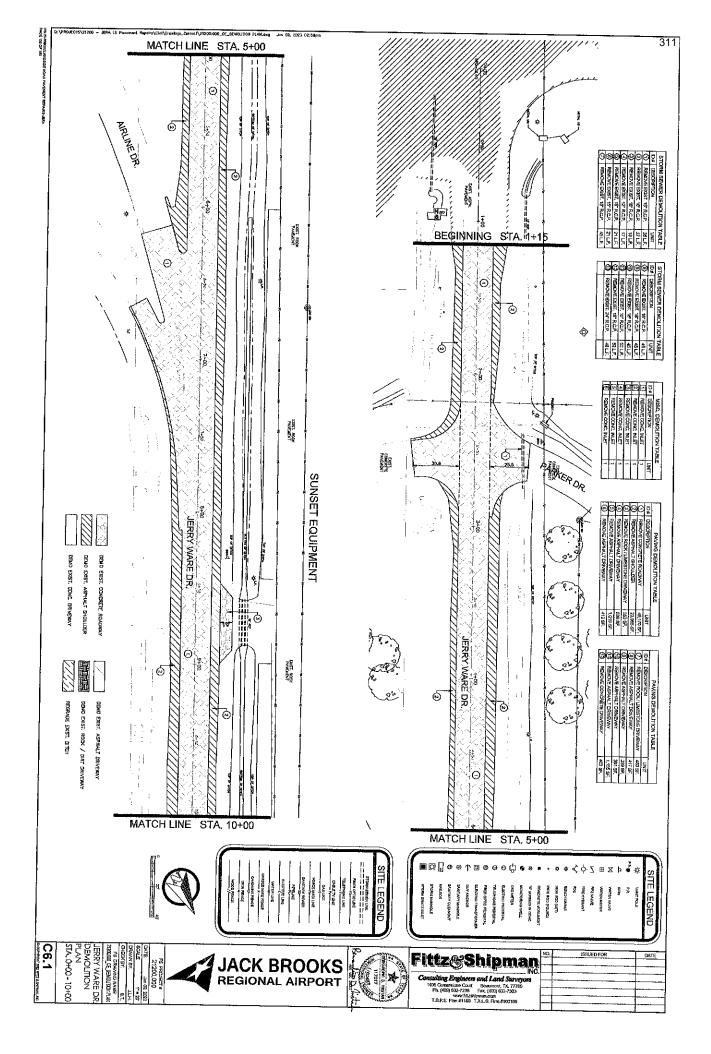
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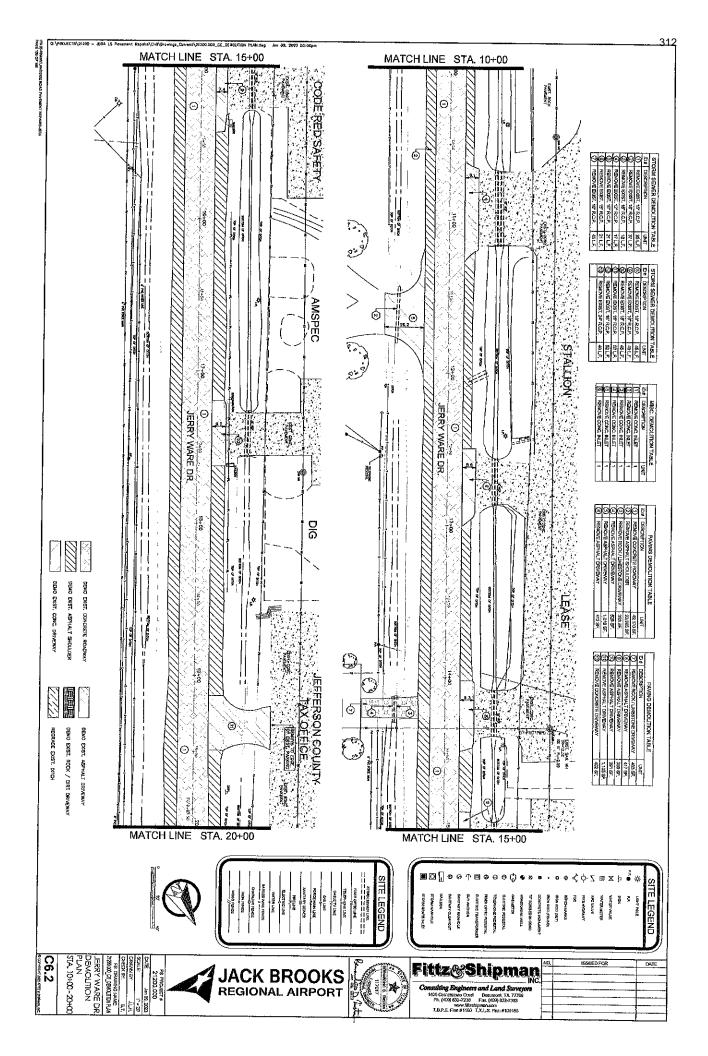
PS CRAWING NAME

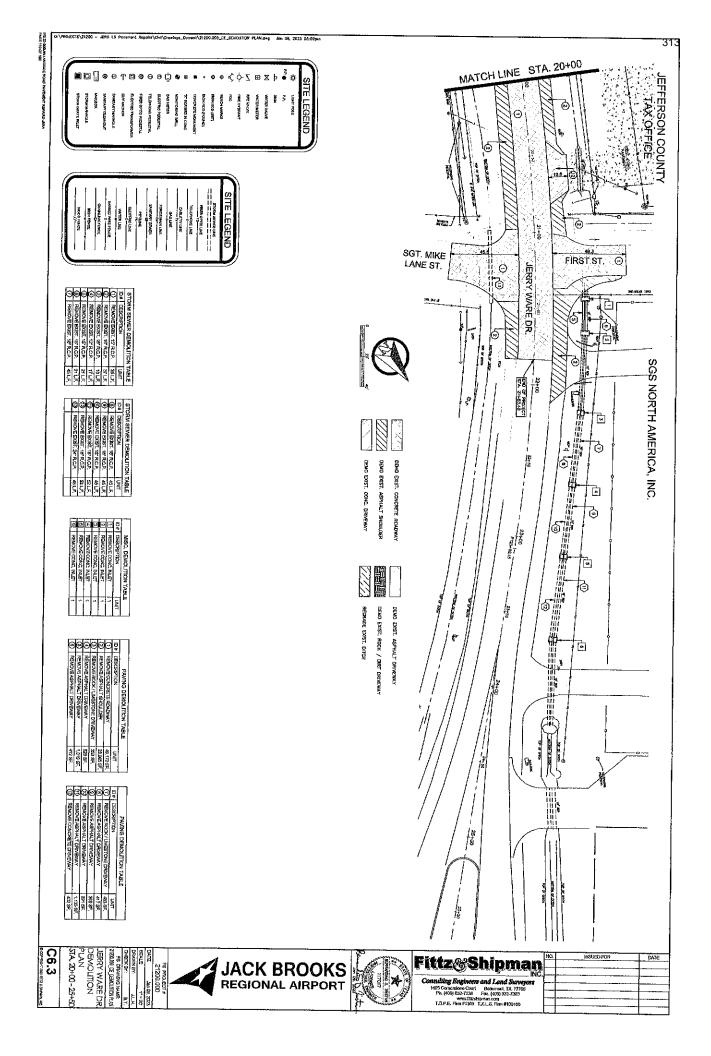
PS 2730UECT # 21200.000

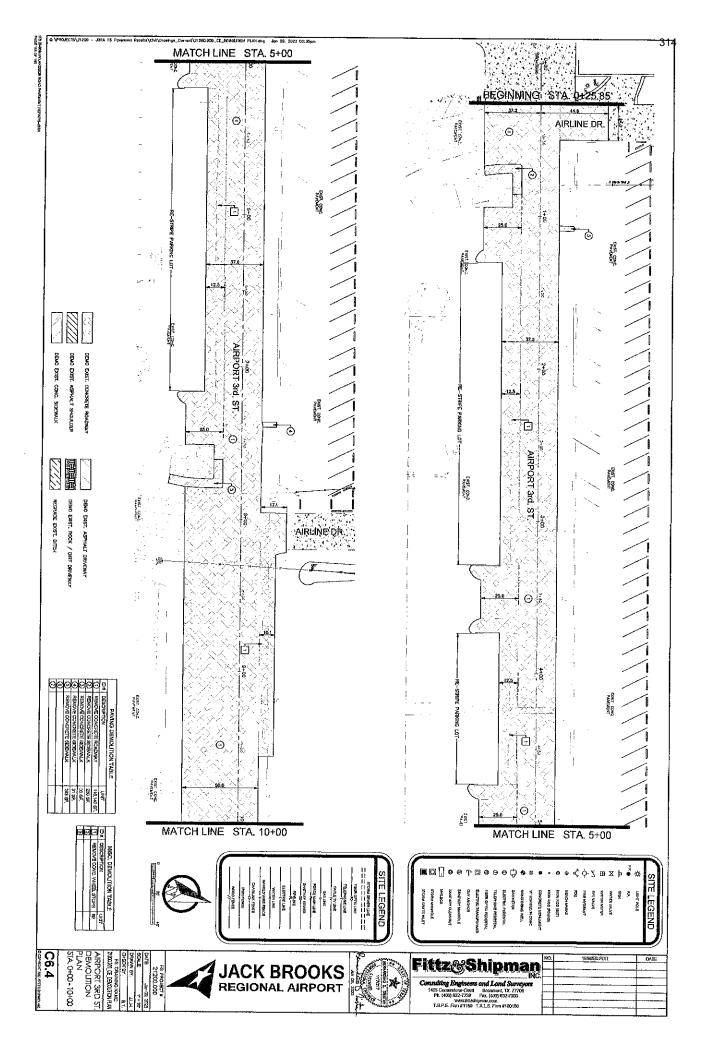


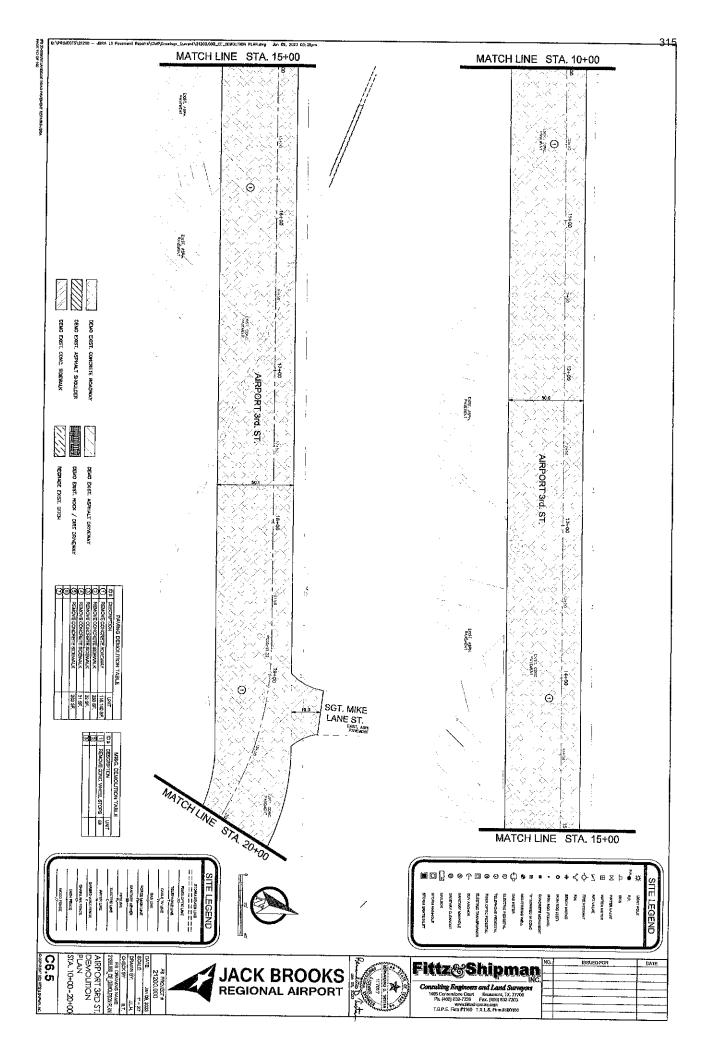


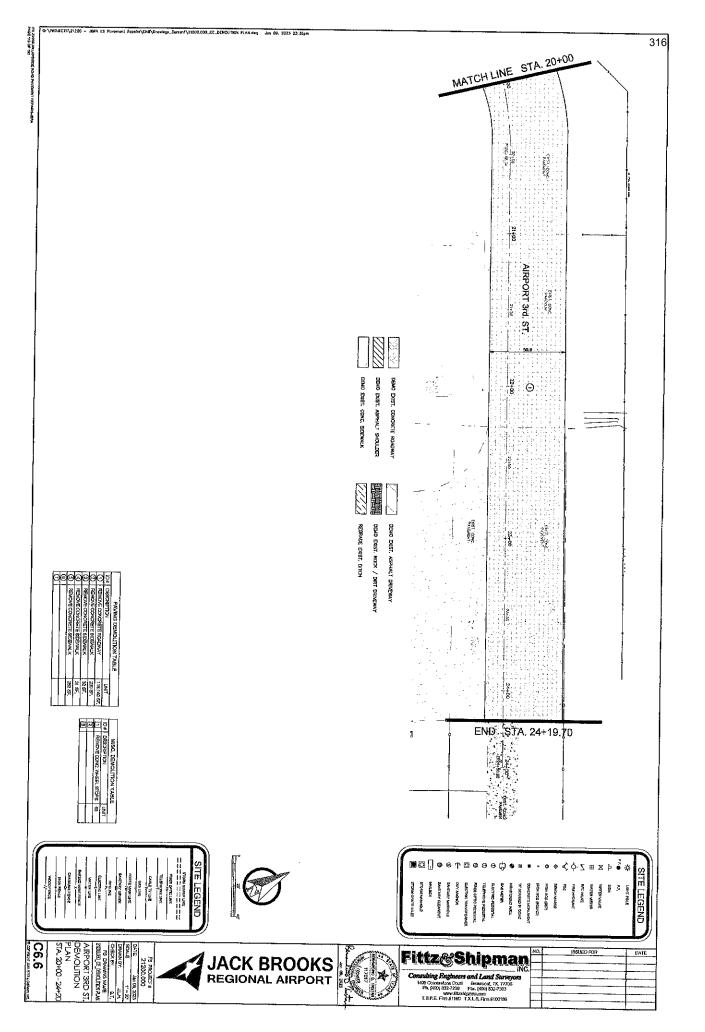


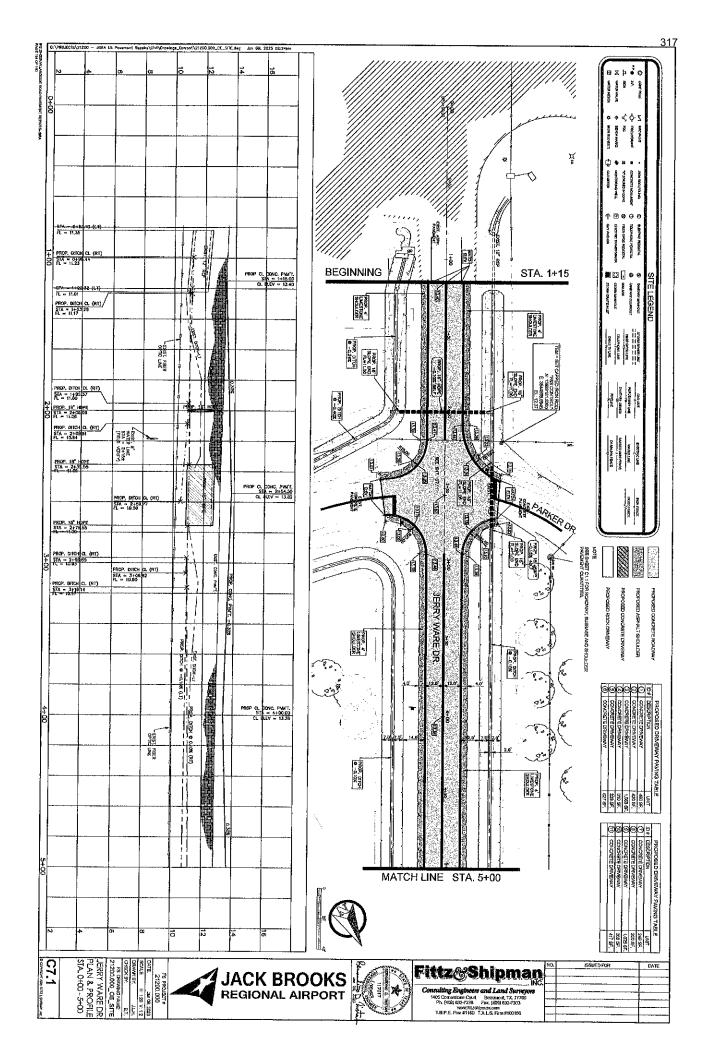


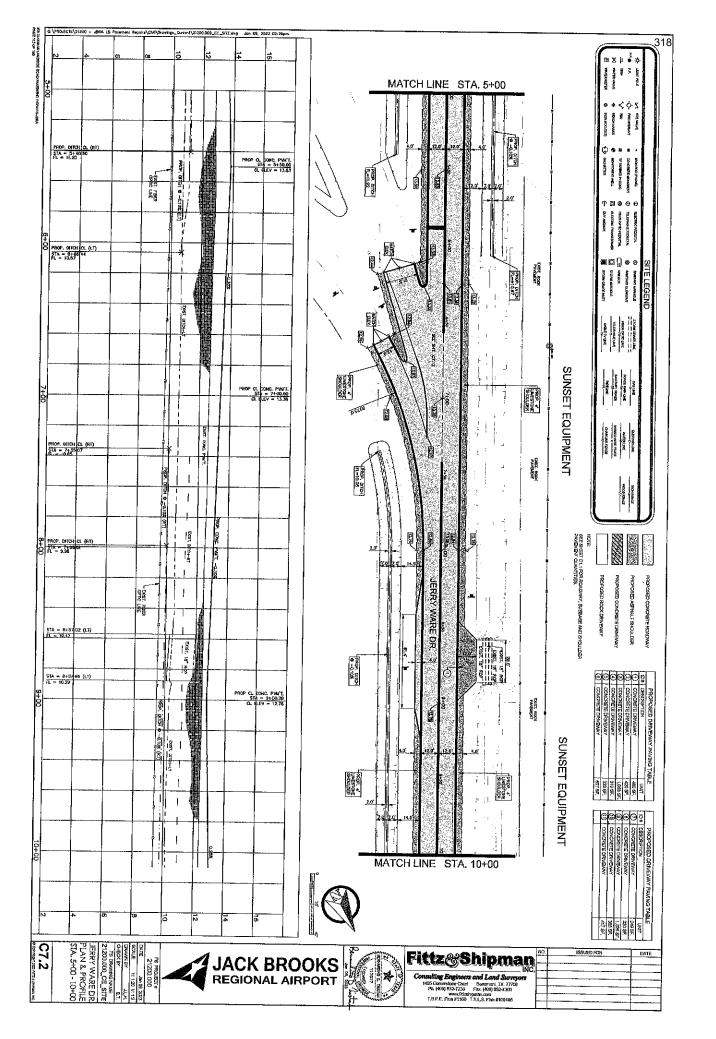


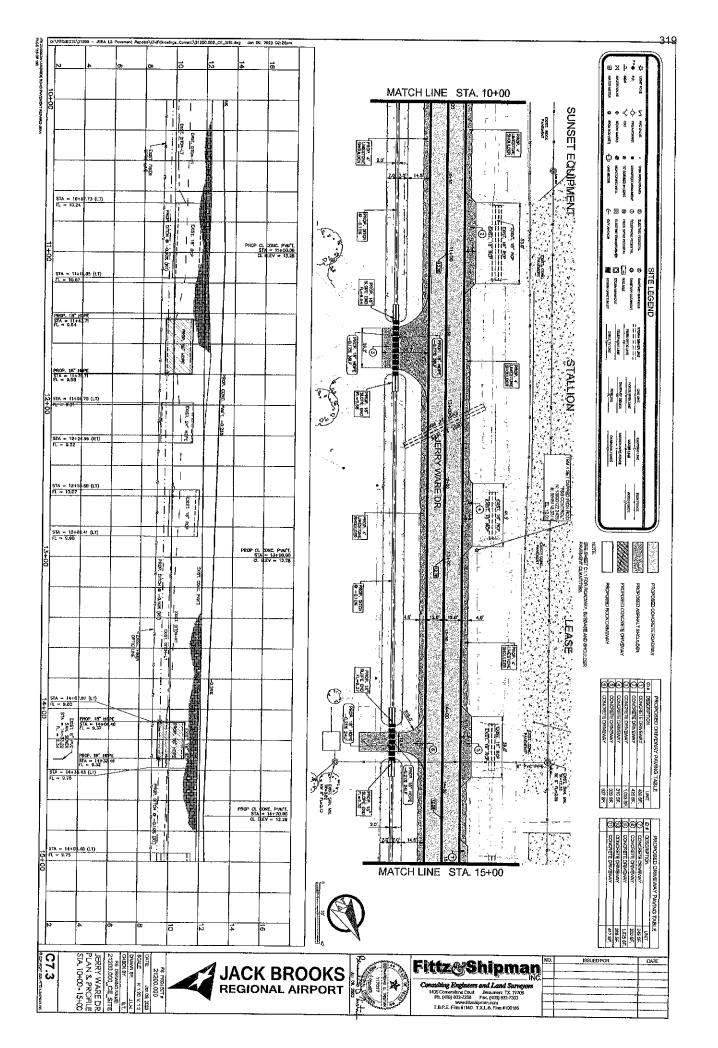


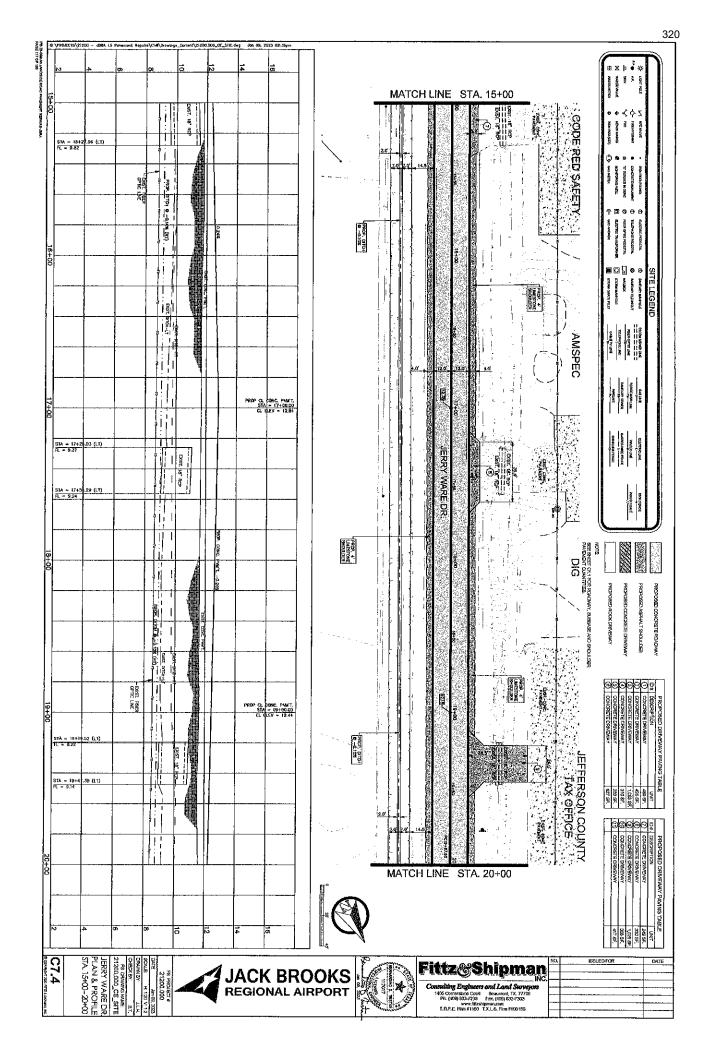


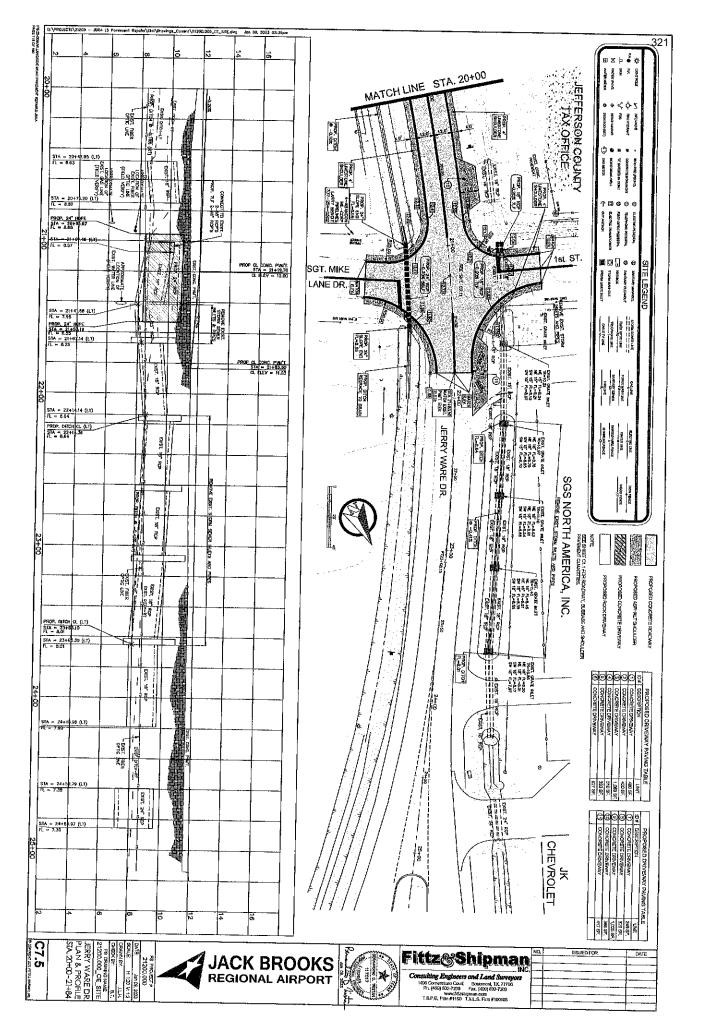


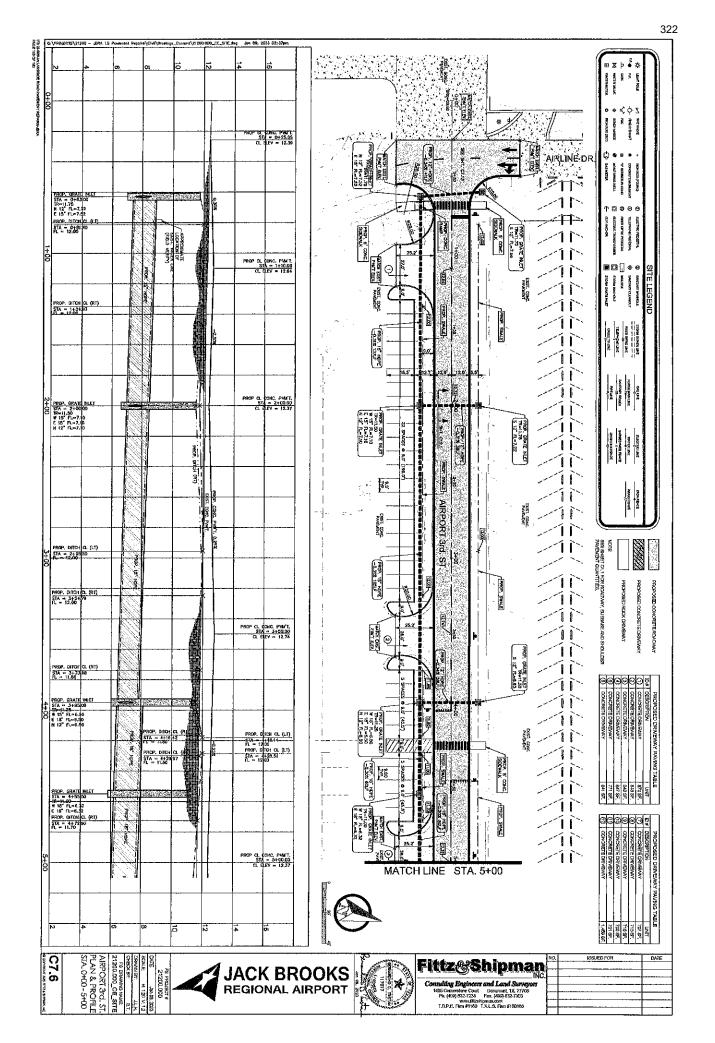


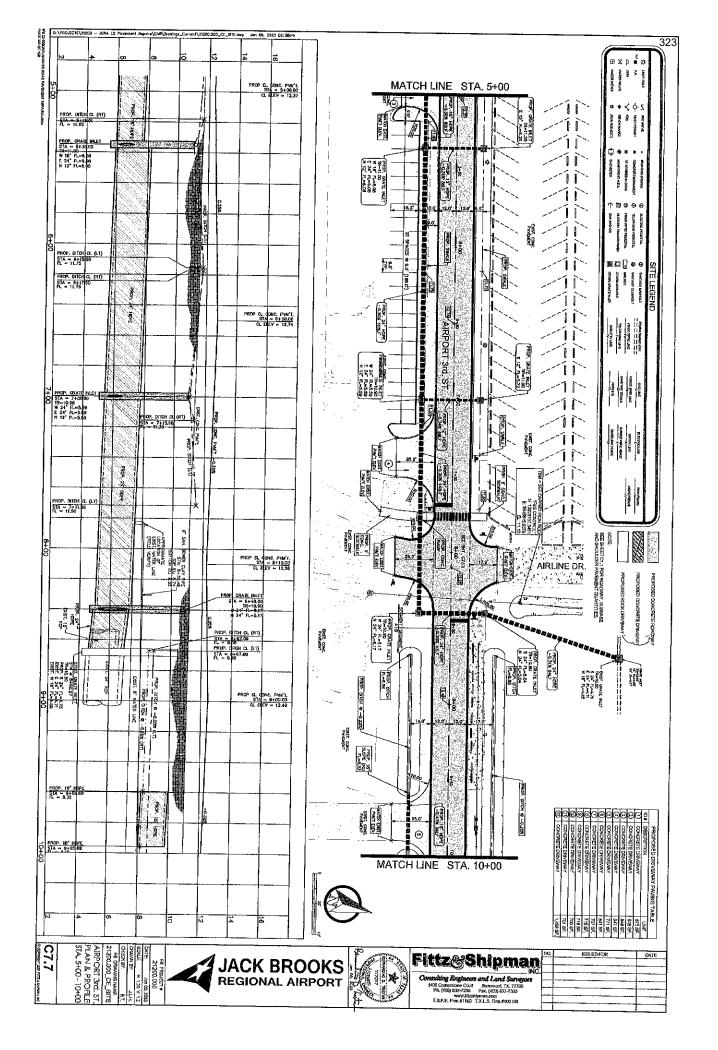


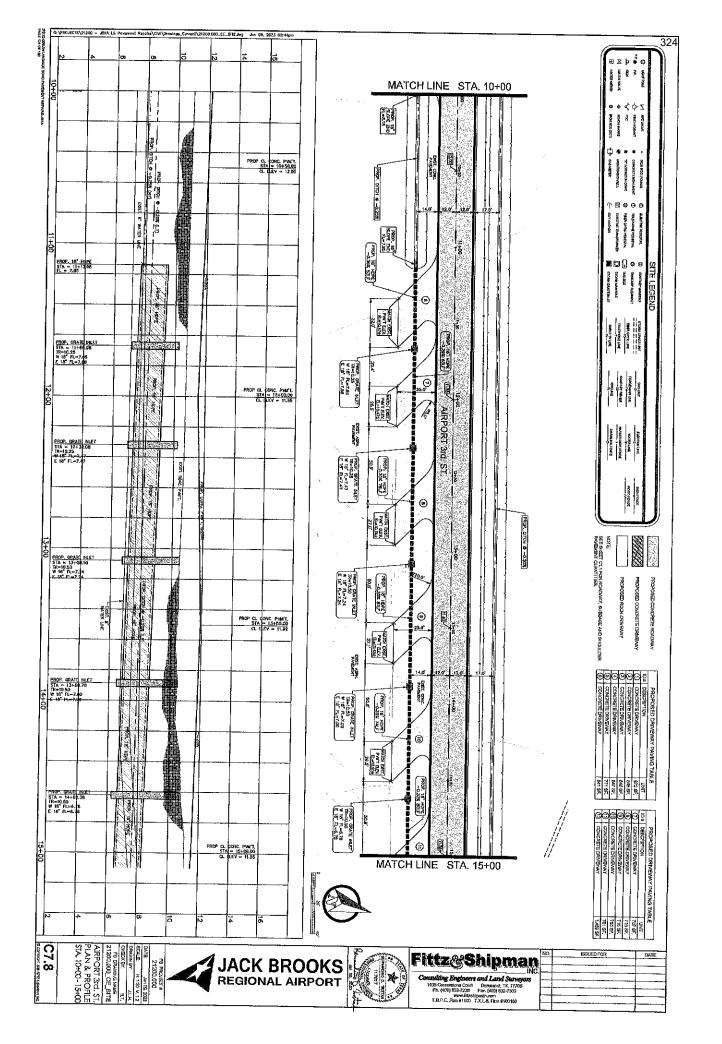


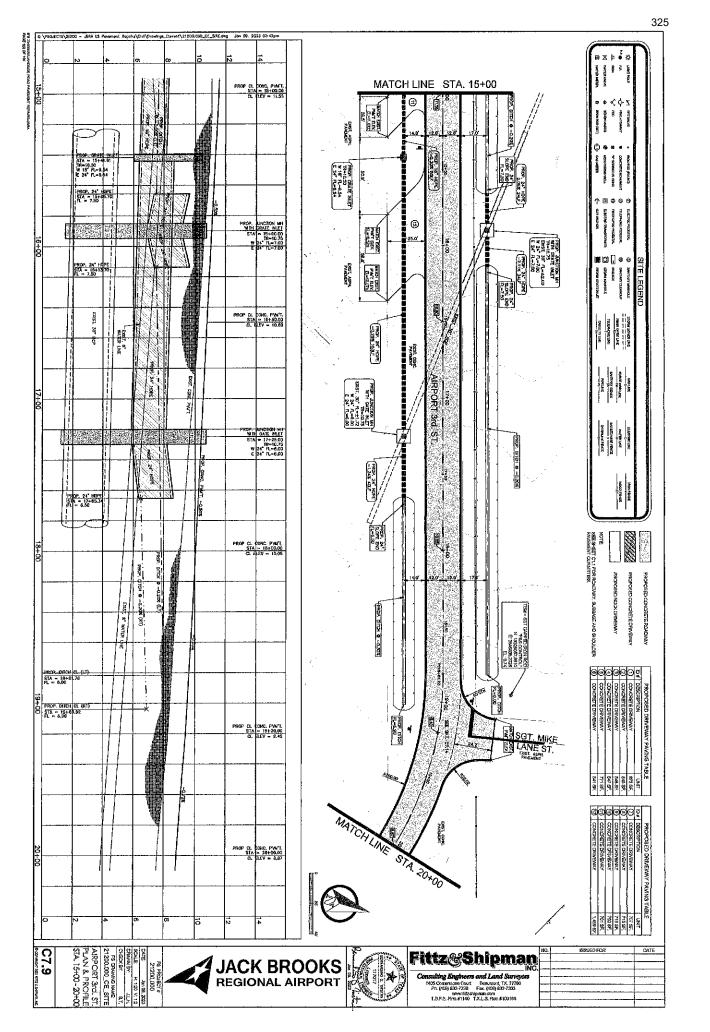


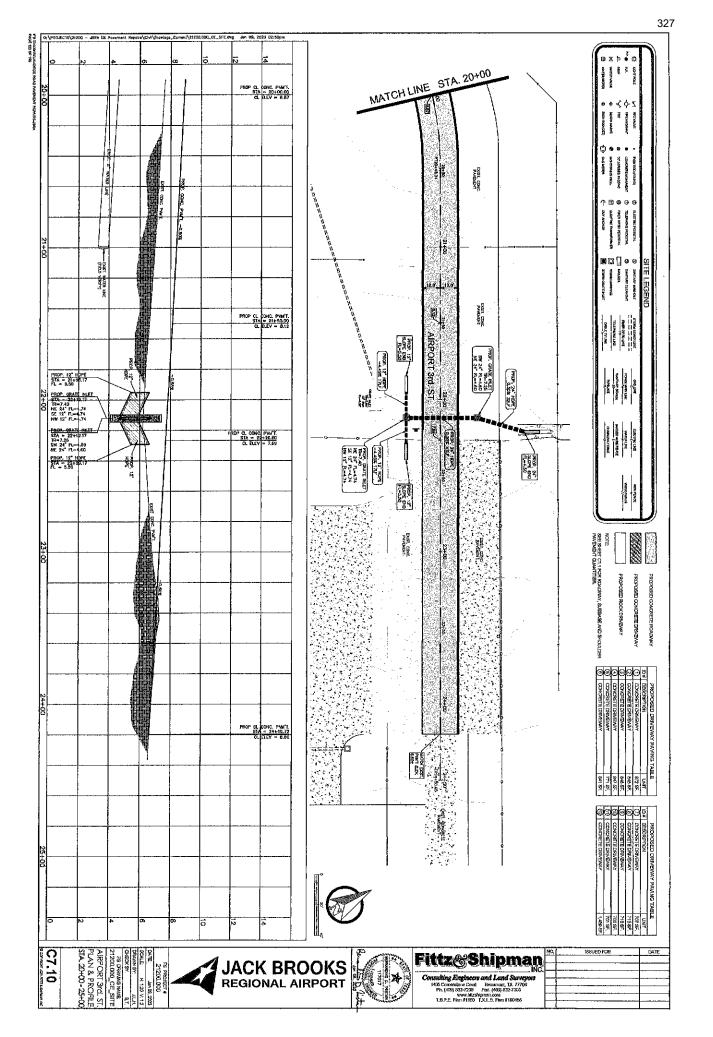


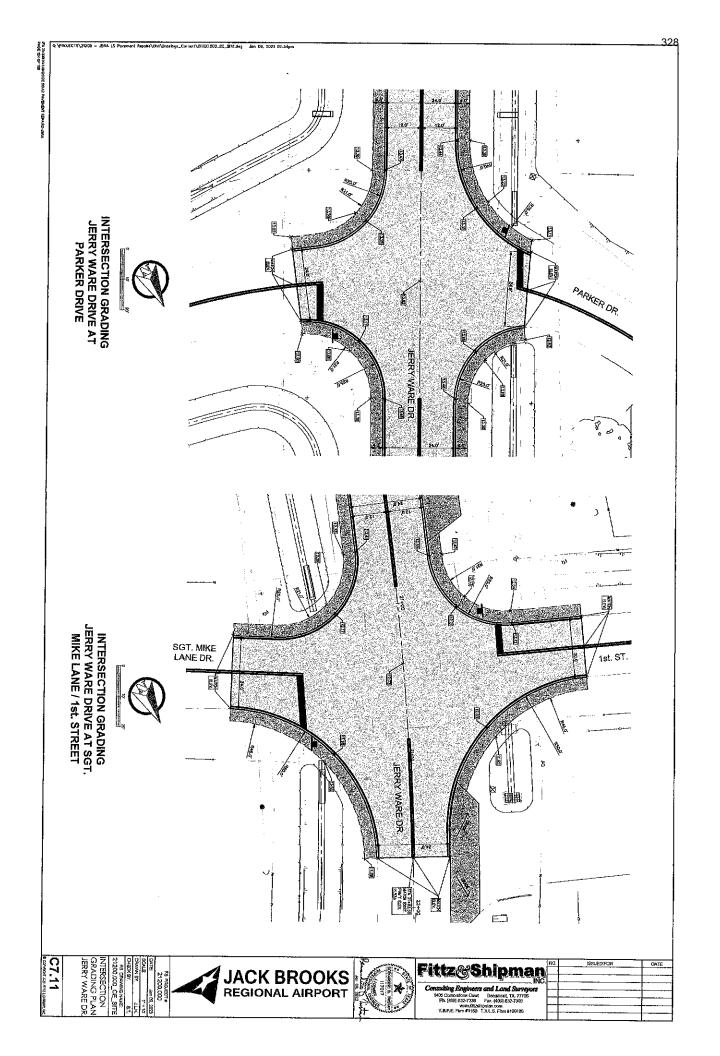


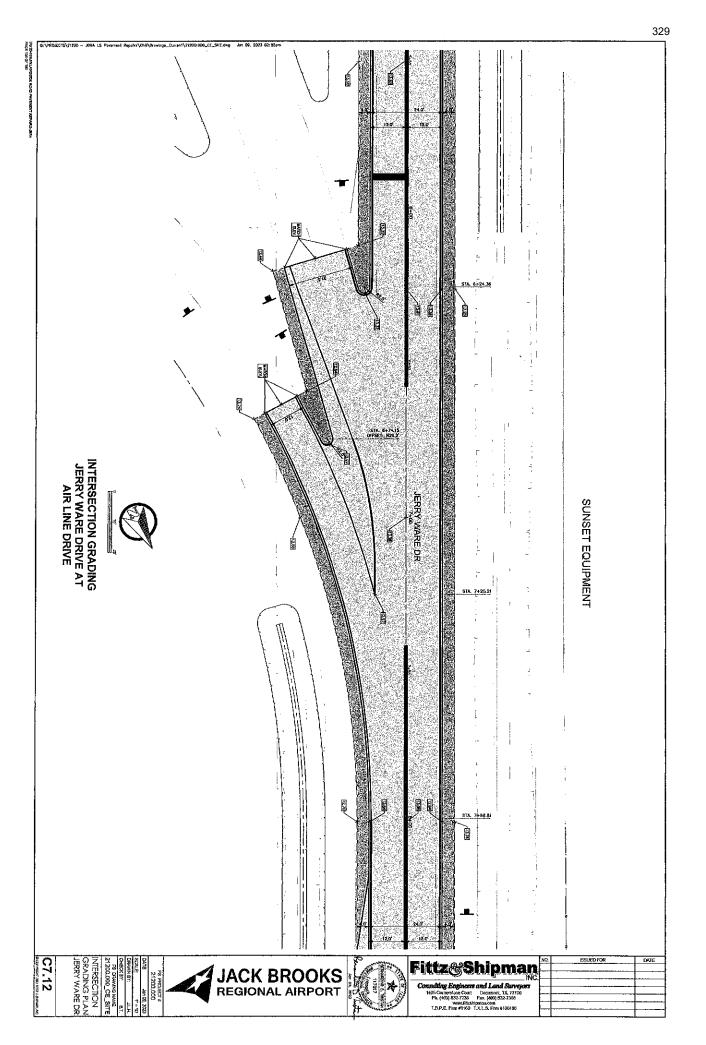


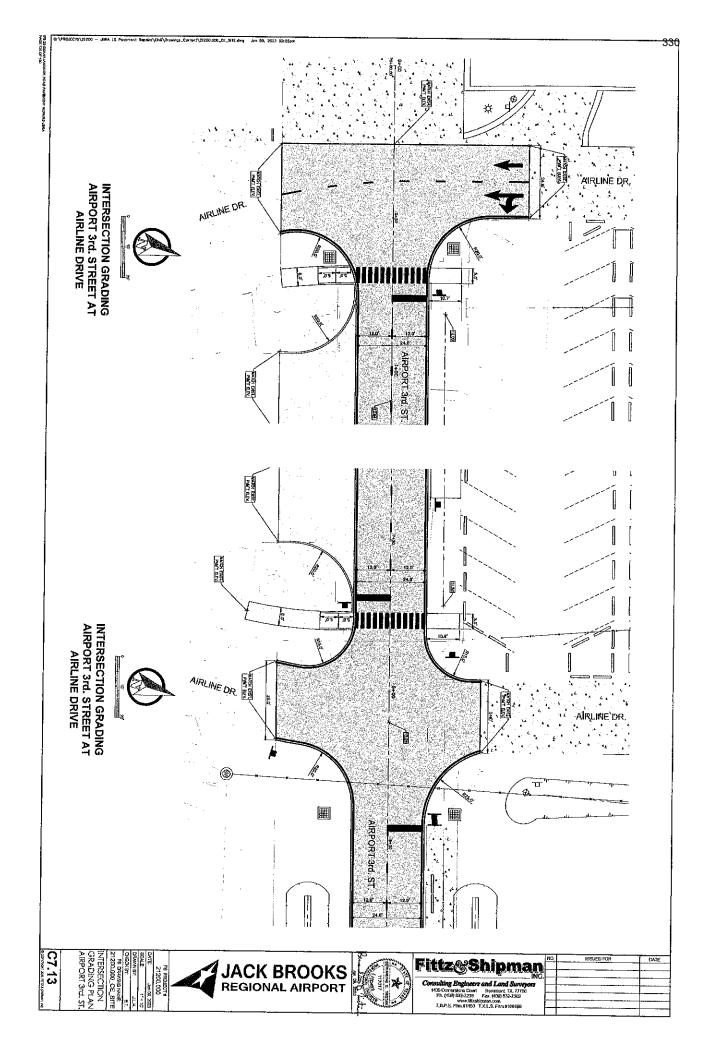


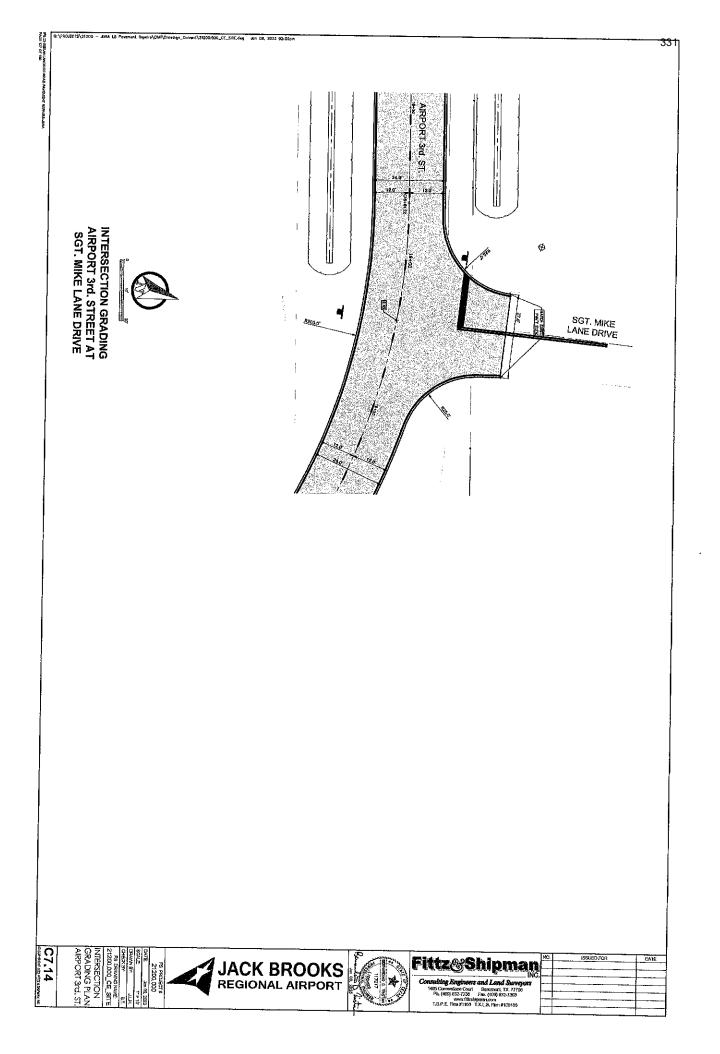


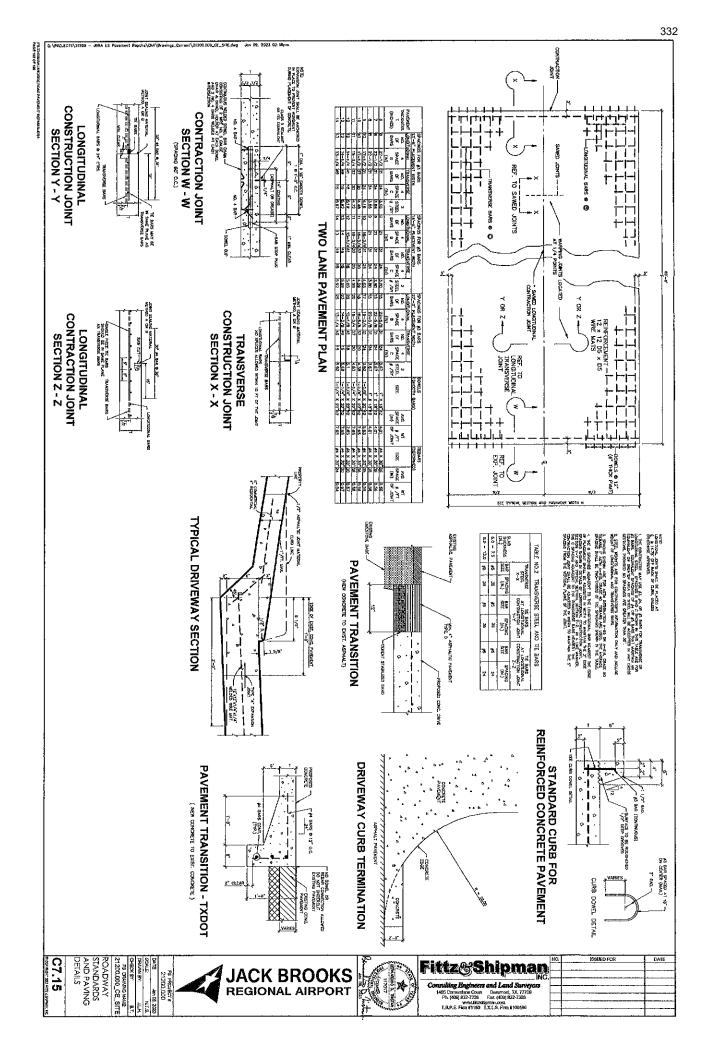


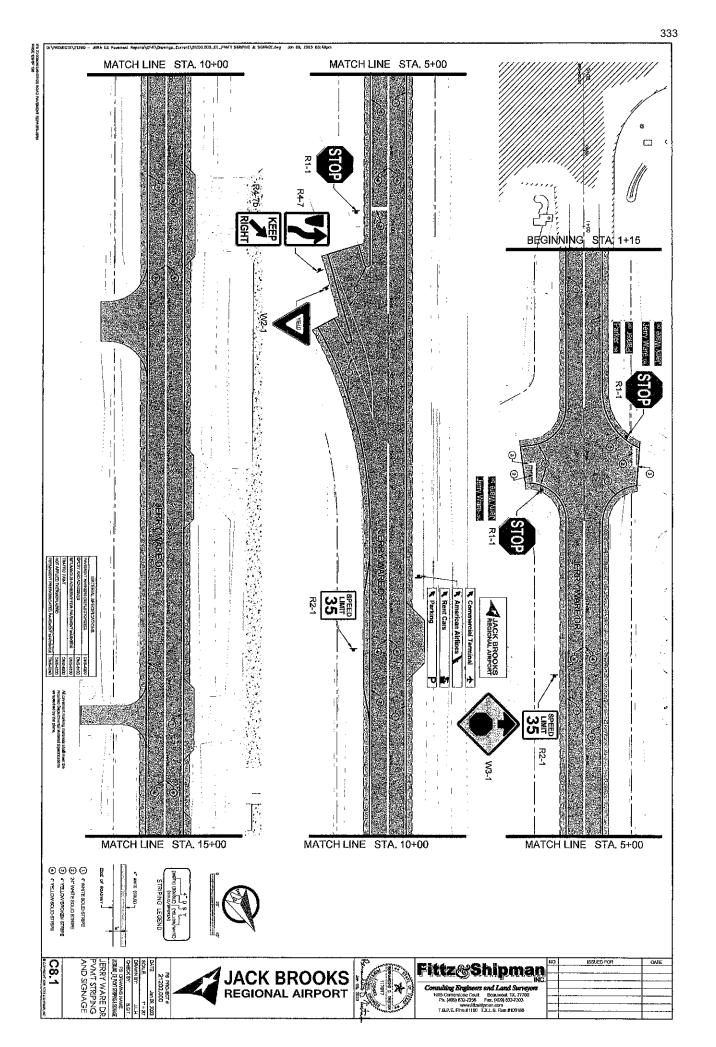


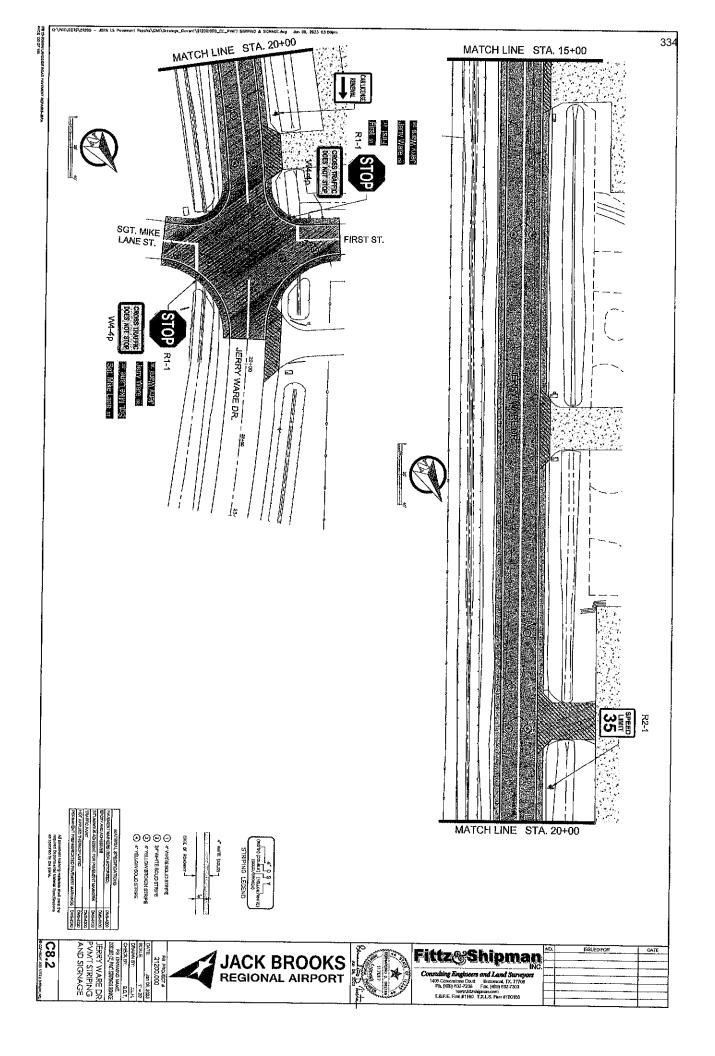


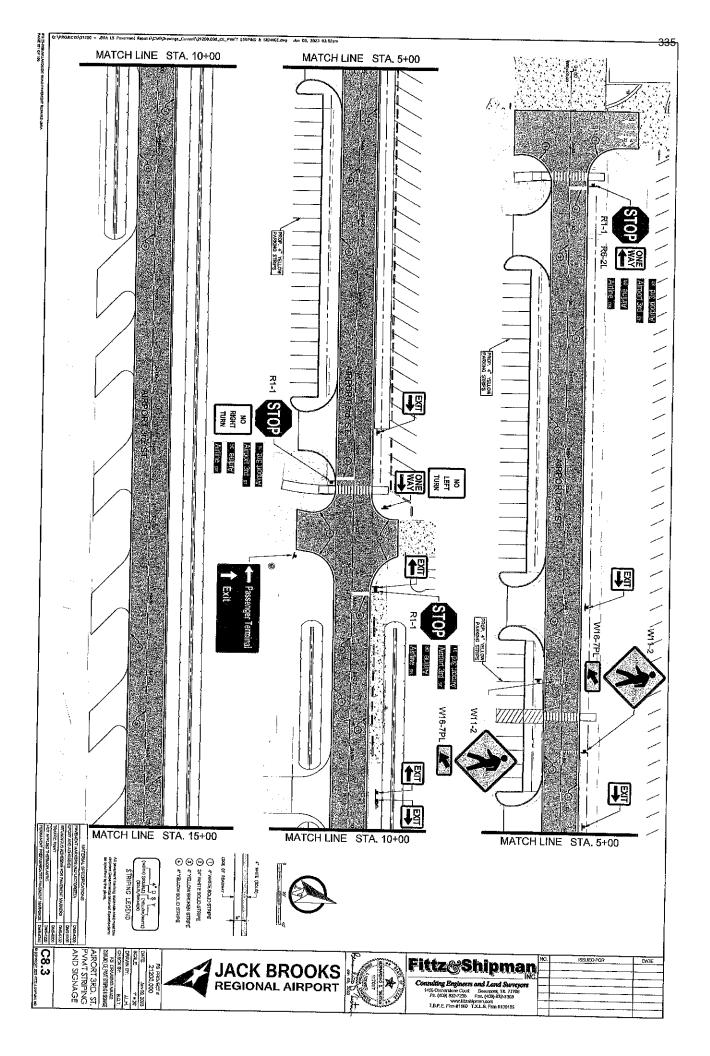


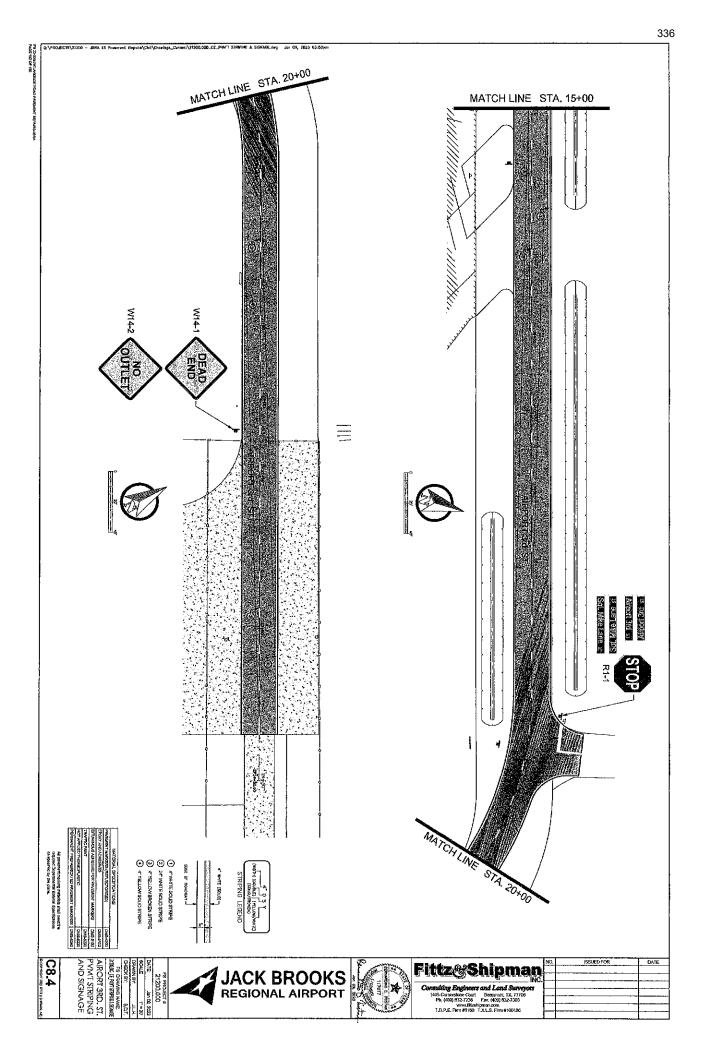


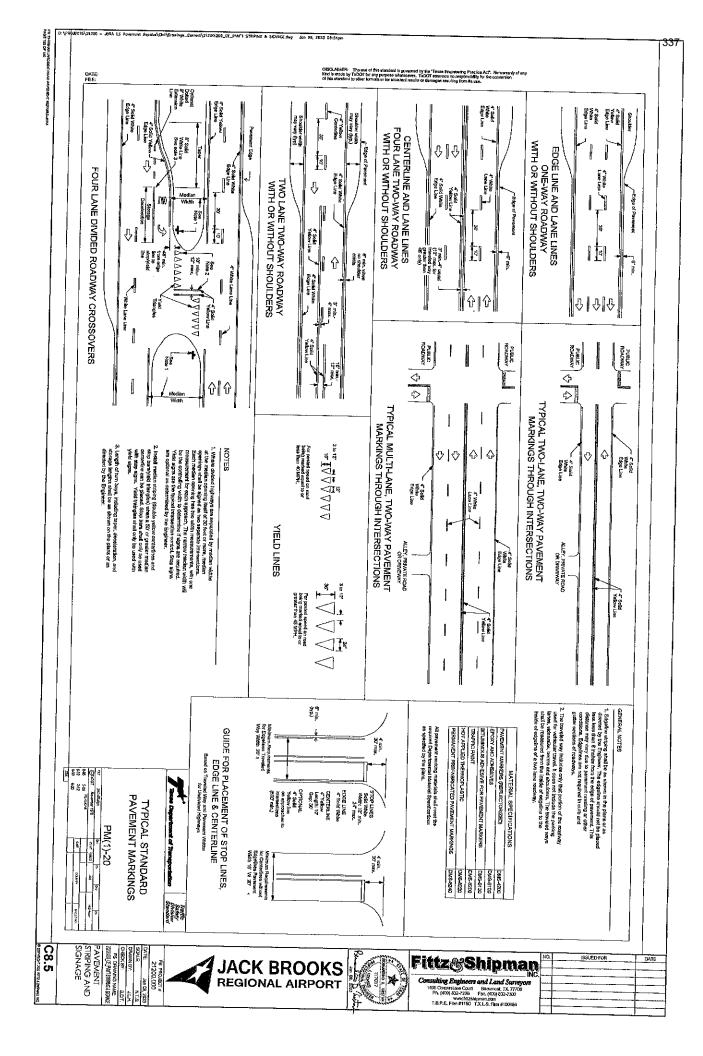


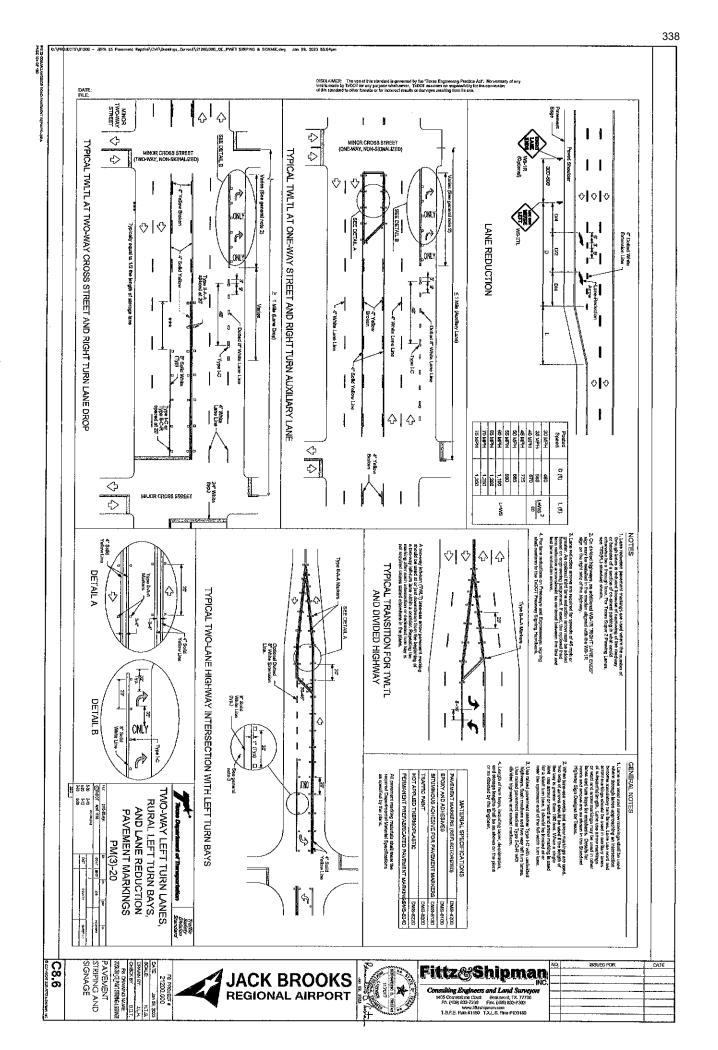


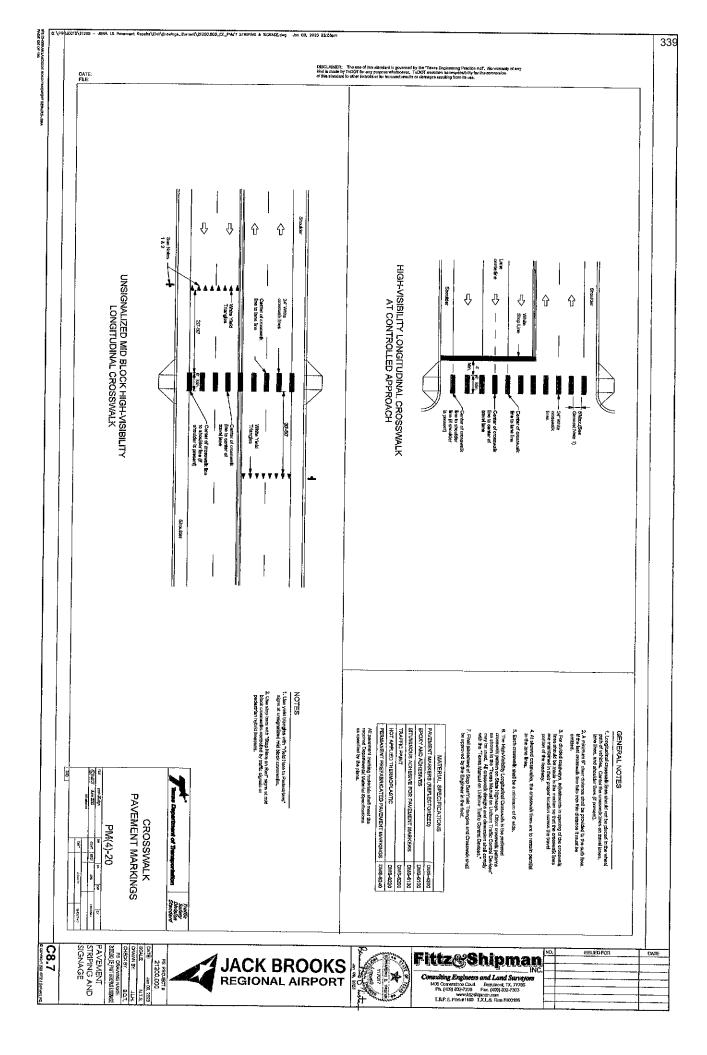




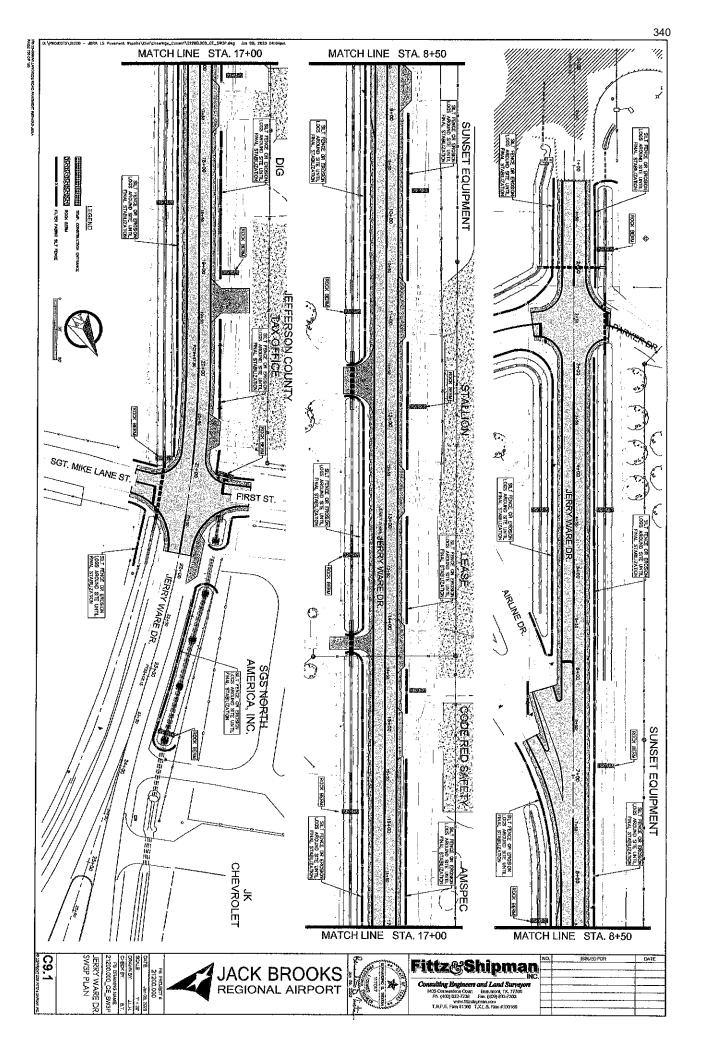


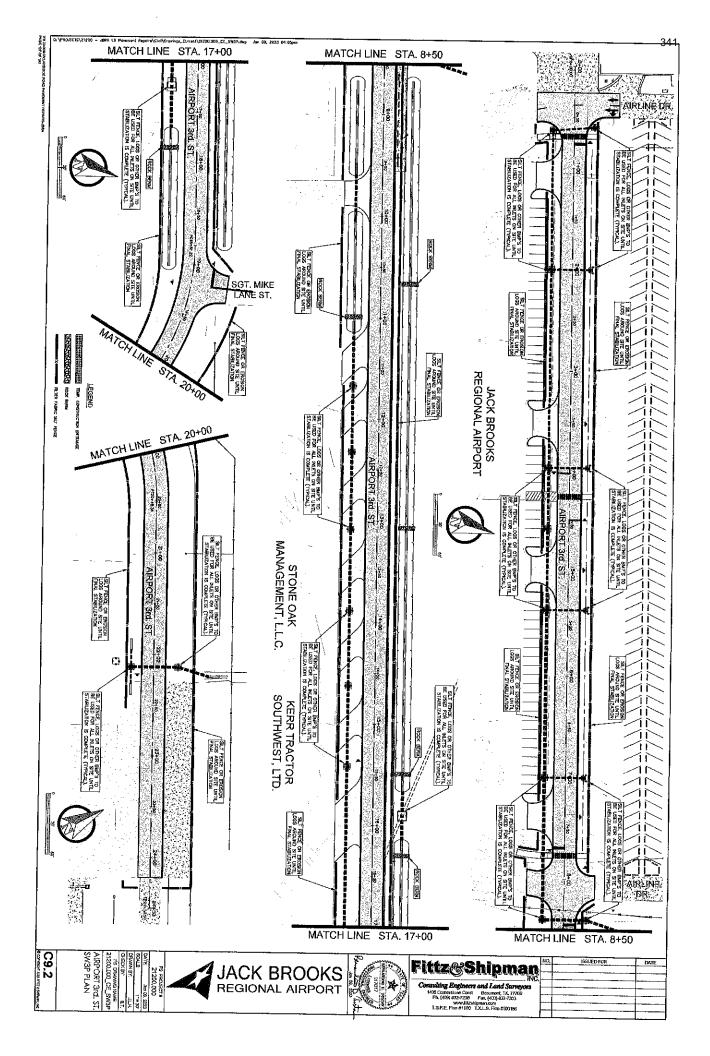


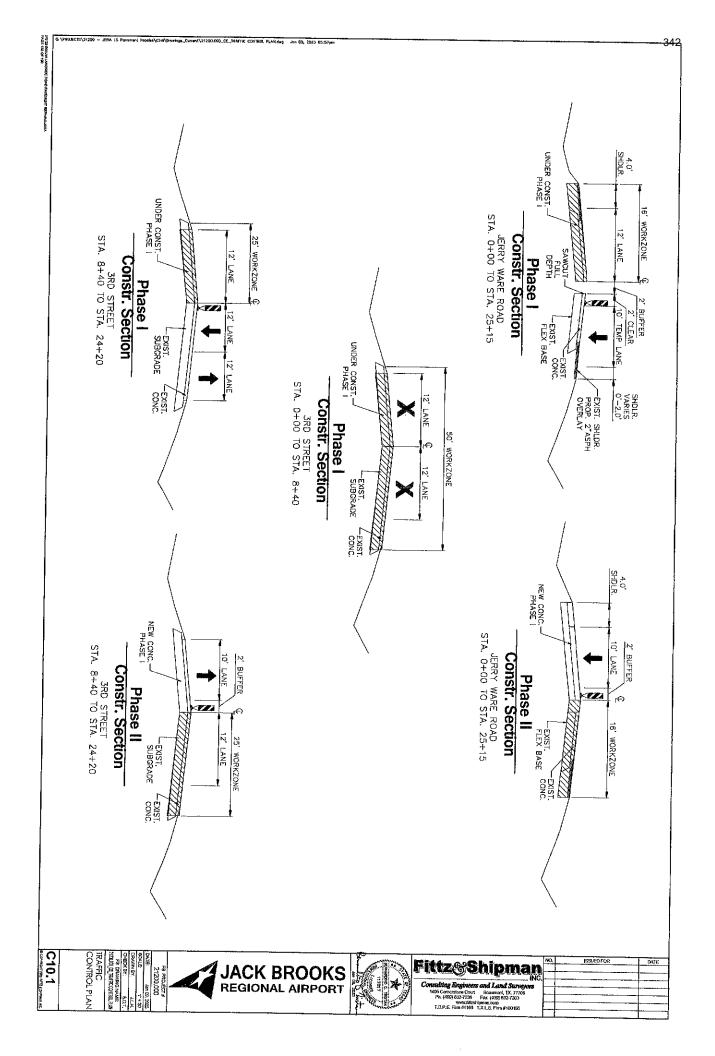


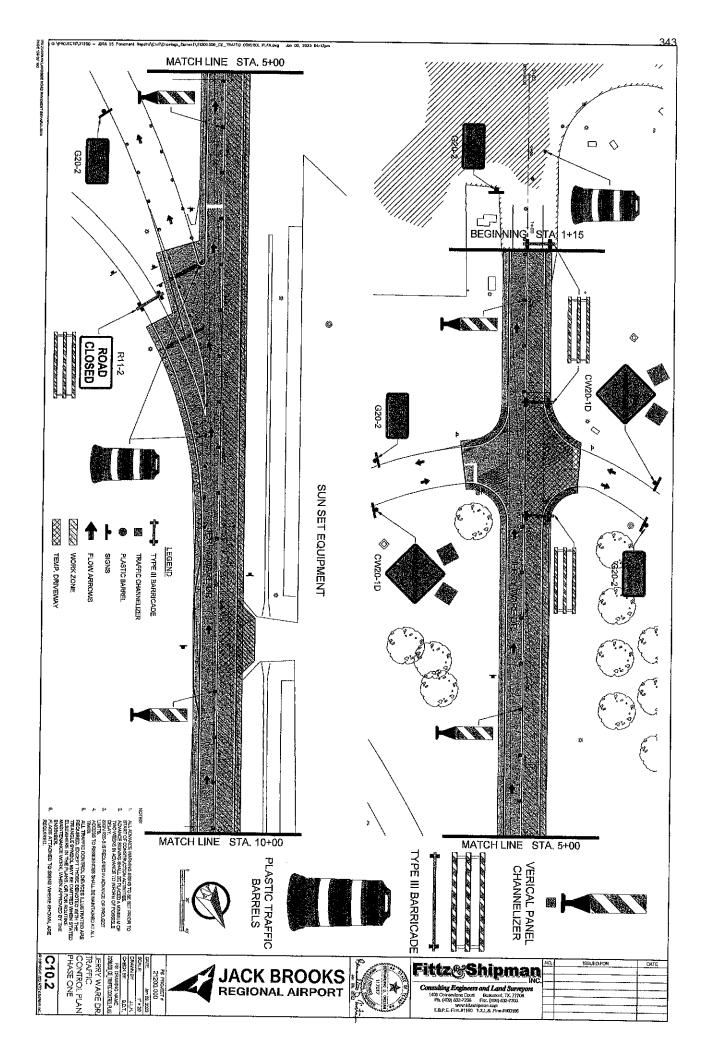


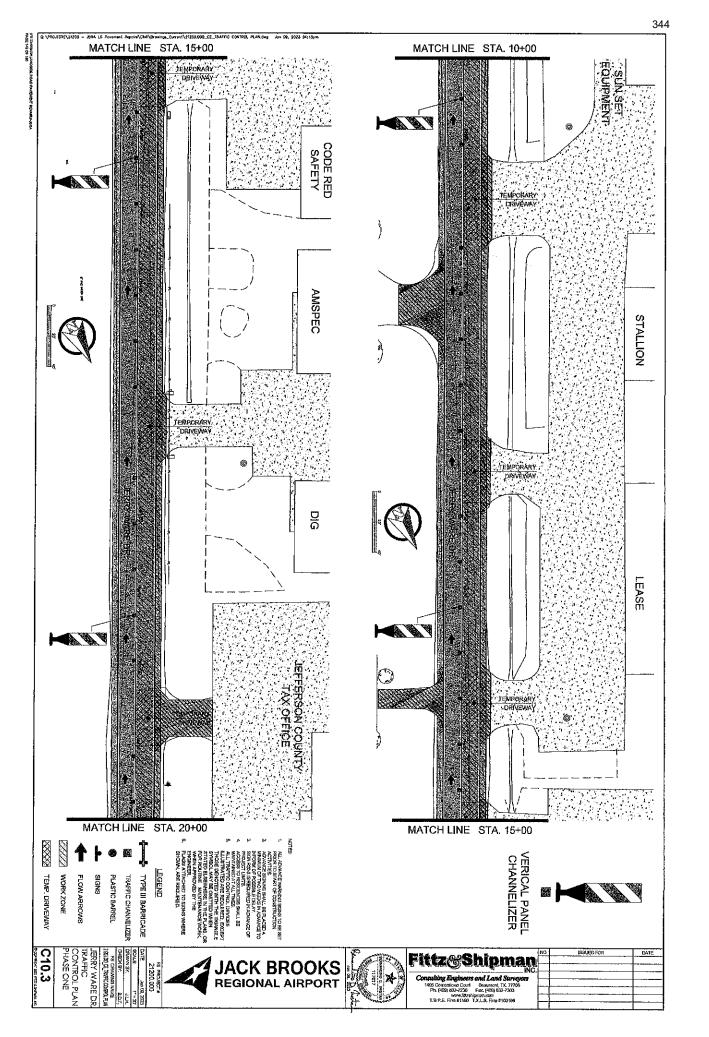
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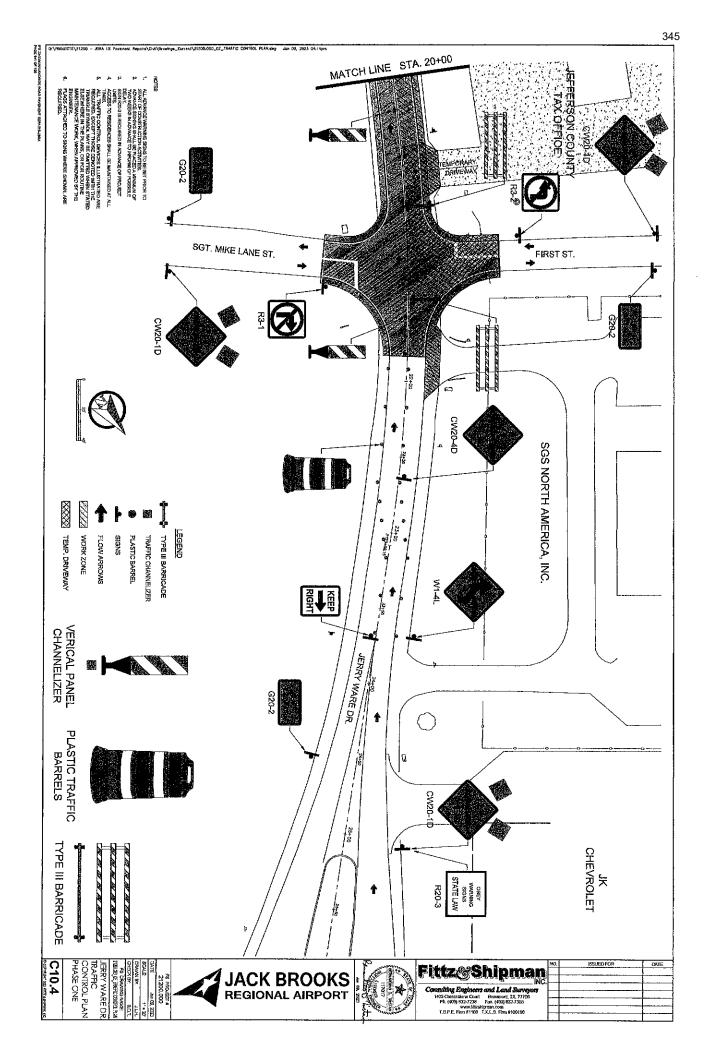


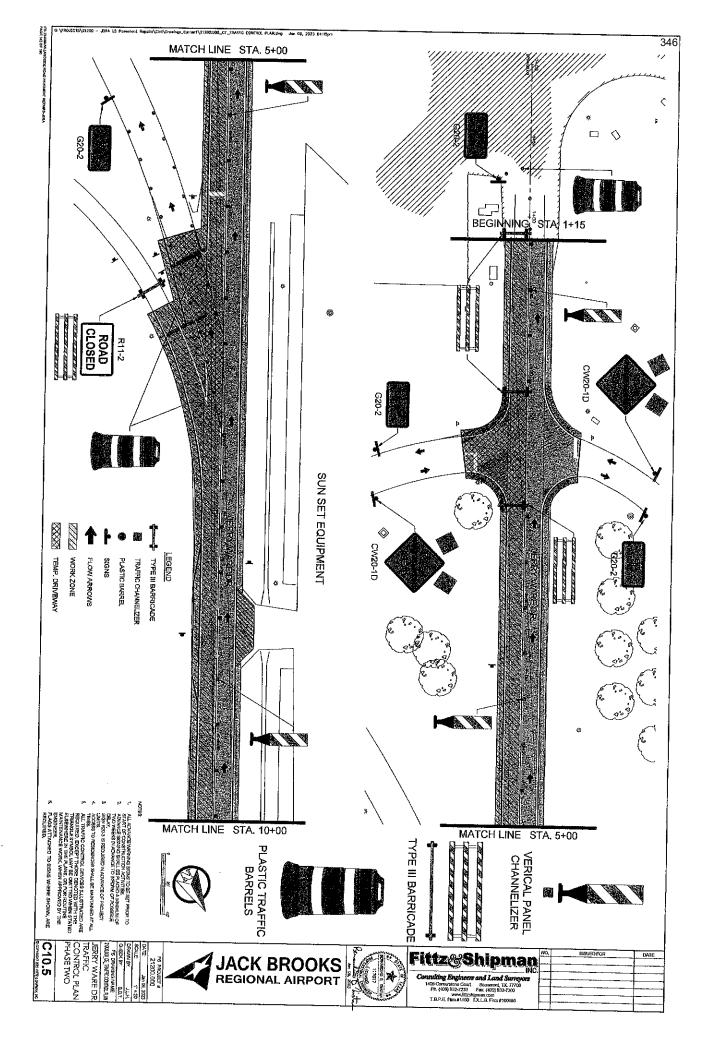


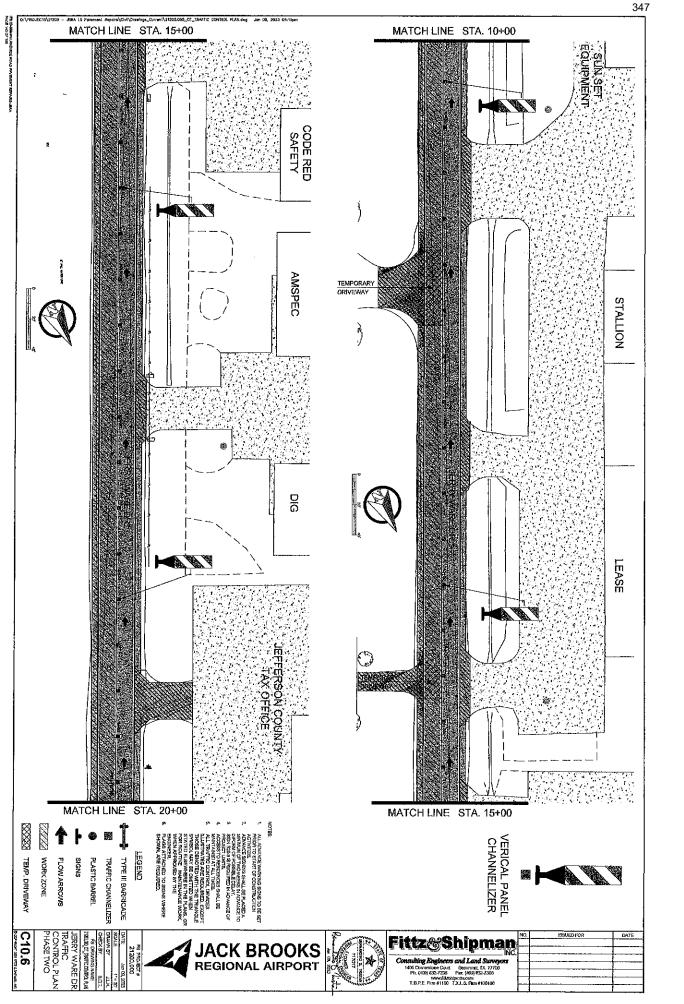


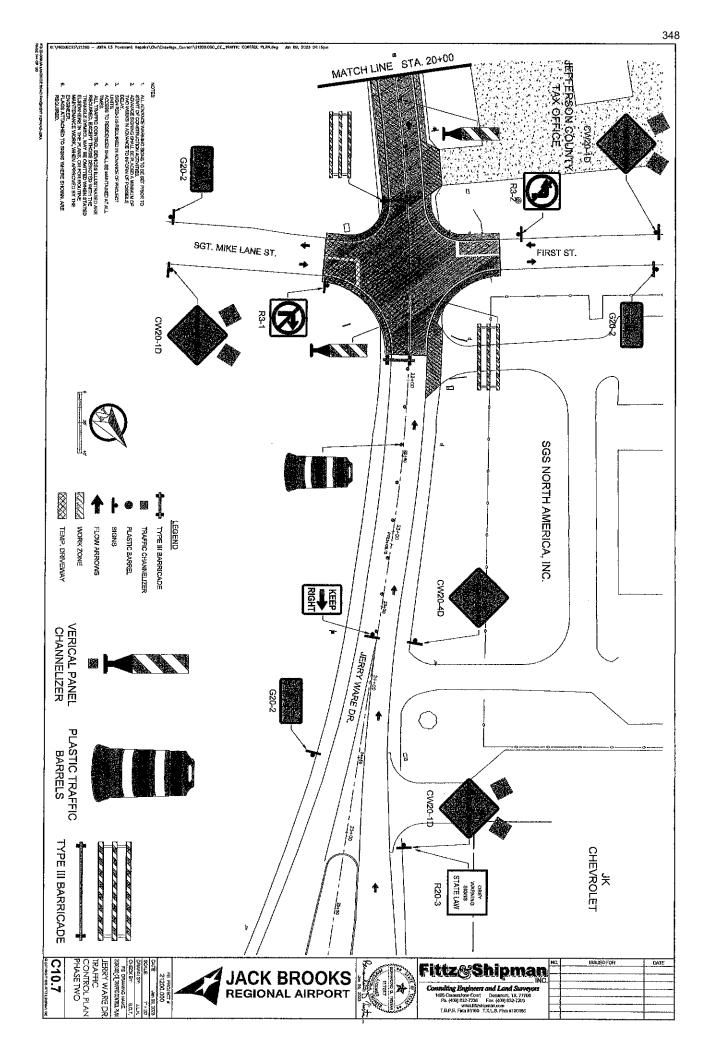


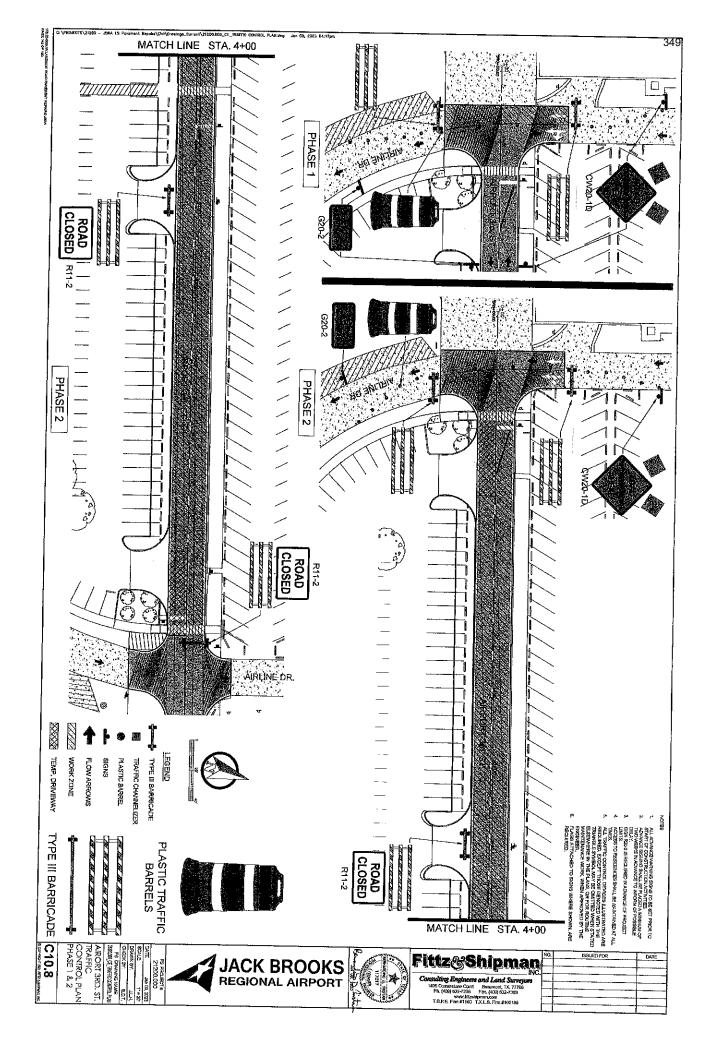


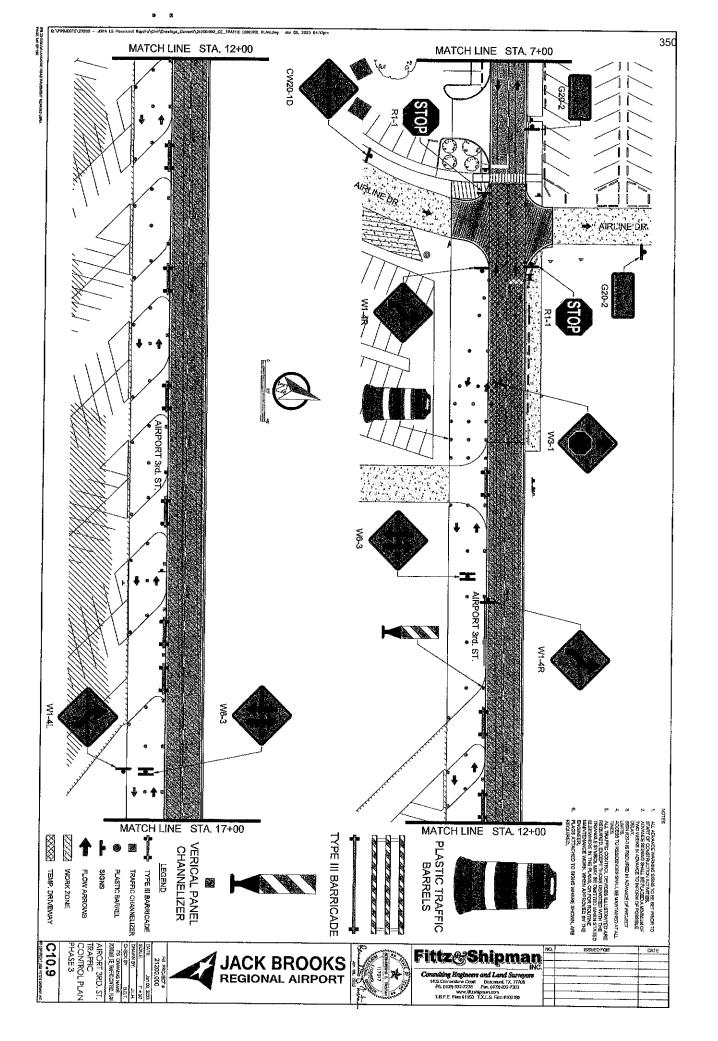


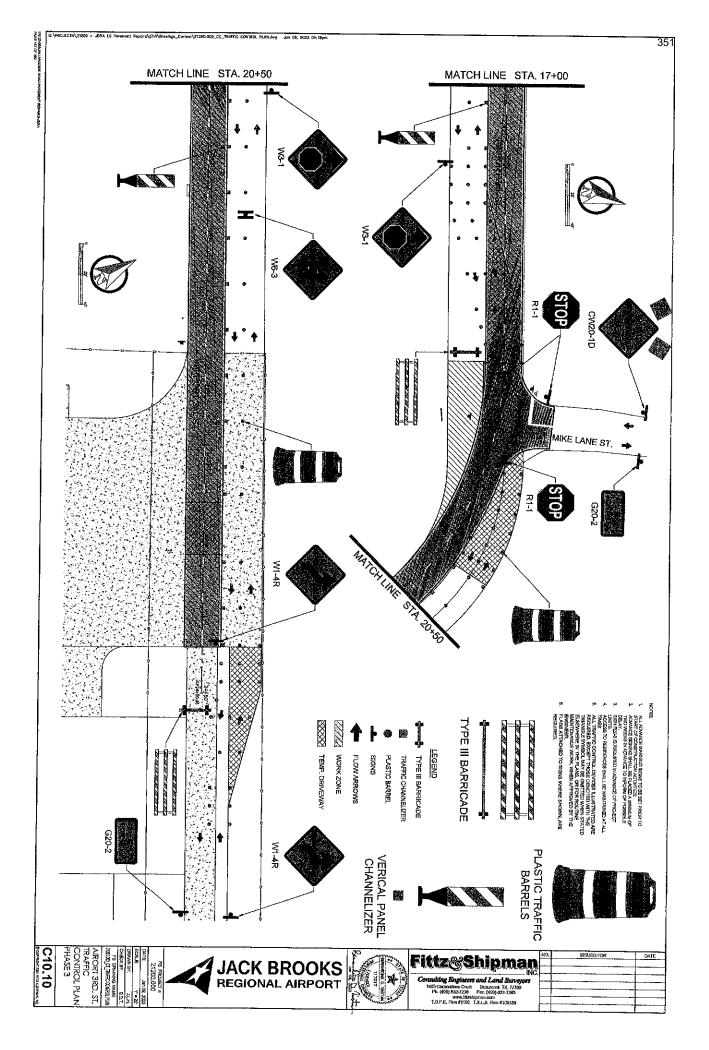


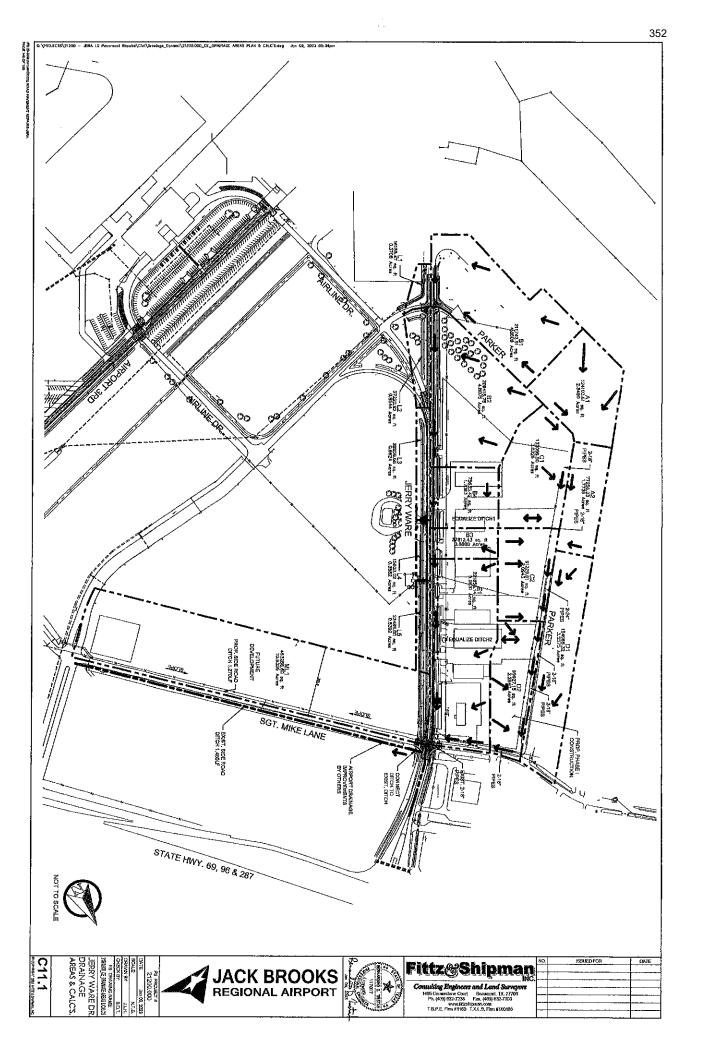


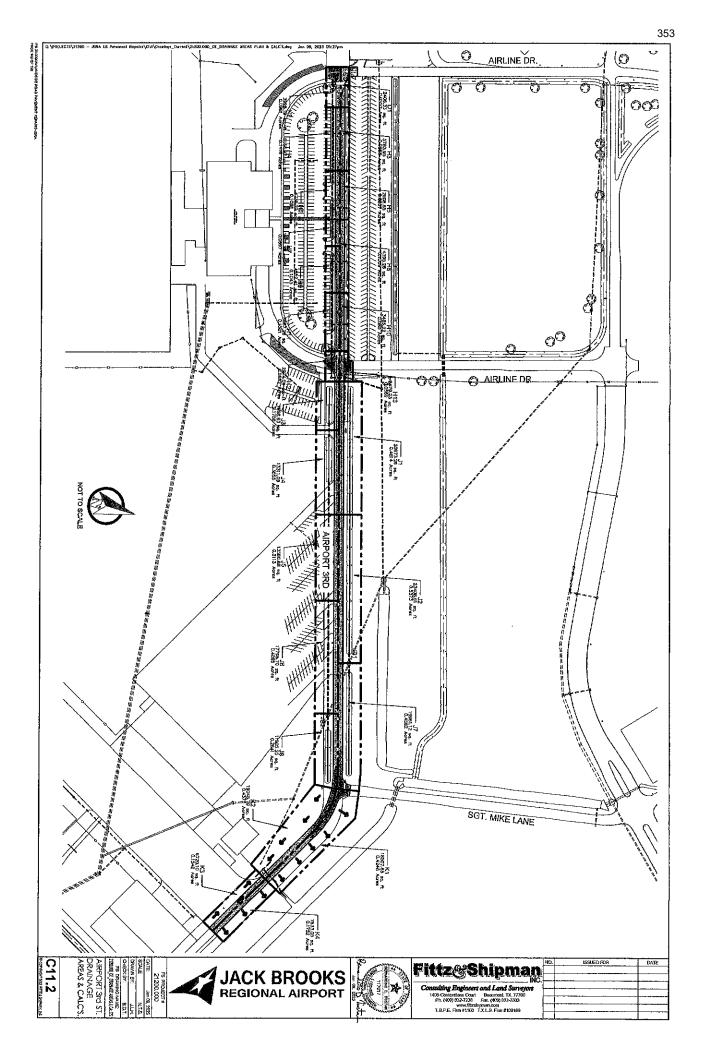












C11.3

DERRY LILK DESCRIPTION PS DRAWNO WARE JERRY WARE DR AIRPORT 3rd ST. DRAINAGE AREAS & CALCS.

FS PROJECT # 21200.000 E Jan 08

2. VPROJECTS/21209 - JORA LS Parament Repairs/Chil/Ordanings_Current/21200.000_CE_DRANACE AREAS FLAN & CALC'S.dwg Jon 09, 2023 02:435mm

		DRAINAGE	AREA	NO		<u>5</u> 2	2 J	3 5	3 K	? g	2	3 3	ន	<u>ק</u>	02	Щ	ML	Entire Basin	¥	ភ	H3	¥	3	53	IJ,	53	1 2	4 2 2	5	H3	Ē	J1	ಧ	13	4.	አ	9	77	с,		3	ō	3 i		4		2	5	ធ	4	ይ	
		TOTAL	AREA	(Ac.)	Post-Construction Conditions	4.548	1001	4,001	4,808	0.868	1,736	3.033	2,094	3.558	2.294	5.093	10.636	43.60	0.055	0.090	0.087	0.142	0.087	0.109	0.000	0.101	0,105	0.060	0.130	0.063	0.007	0,481	0.537	0.176	0,306	0.311	0.409	0,458	0.264		0.425	0.437	0.454		0,070		0.371	0.854	0.662	0.358	0.539	
		Composite	n ·	0.60	ndiburs	1.84	1.774	4.861	4.808	0.868	1,736	3.033	2.094	3,558	2.294	5.093	10,636		0.000	0.000	0.000	0,000	0.000	0,000	0,000	0.000	0.000	0.000		0,000	0.000	0.000	0,000	0,000	0,000	0,000	0,000	0,000	0.000		0 000	0,000	0.000	0.000	0.000		0,000	0.000	0.000	0.000	0.000	
		Davio	c	08,0		0.000	0.000	0,000	0.000	0,000	0.000	0.000	0.000	0.000	0.000	0,000	0.000		0.055	0.090	0.087	0.142	0.067	0.109	0,060	0.101	0.105	0.080	0.130	0.068	0.057	0,241	0.269	0.088	0.153	0,156	0.204	0.229	0.132		0.242		61219	0.077	0.088		0,185	0.427	0.331	0.178	0.270	
l=b/(t+d)e	TC=10AD .1761+15		0	0.25		0.000	0.000	0.000	0.000	0.000	0,000	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0,000	0.000	0.000	0.000	0,241	0.269	880'0	0.153	0.158	0.204	0.229	0.130		2	0.212	612.0	0.077	0.088		0.185	0.427	0.331	0.021	0.220	
	•15 9 FATIONS		CA			1.709	1,084	2.917	2,886	0,521	1.042	1,820	1.257	2,135	1,376	3.056	6.381	26.16	1.050	0.081	0.078	0.127	0.080	0.098	0,054	0.091	0.094	0.072	0,117	0.061	0.061	0.277	0.309	0,101	0,178	0.179	0.025		0.450	0.102		0.244	0.251	0.089	0,101		0.243	0.491	0.004	0.000	0.240	and in
Atlas 14	Zone 1	E I NZ	Concent	(min.)		27.0	26,1	28.2	28.2	24.8	26,0	27.2	26,4	27.5	26.6	28.3	30.2	34,4	2	24.5	у <u>і</u> лі	8	21.2	21.8	21.1	21.7	21.7	21,4	22.0	21.2	21.0	AEC	24.0	22.4	23.1	ž	2 A	2 2	32	677		23.6	23.6	22.2	12 <u>4</u>		23.4	7		74,3		27.0
	P	q	ŭ	(InJhr.)		3,48	3.55	3.40	3.40	3.65	3,55	3.47	3.53	3.45	3.51	3.40	3.28	3.04	3	105	3	3.87	3.95	3.89	3.96	3.90	3.90	3.93	3,88	3.94	3,96	2 F2	2 L K	3 24	3.78	2 7 E	3./0	3 J 3	3/3	3.80		3.74	3.74	3.86	3.84		3.76			3,68	3.70	5.7 1
67.1216	13.2828	0,0004	3	(c.f.s.)		5.95	3,78	9.92	9.82	1.90	3,70	6.32	4.43	7.36	4.84	10.38	20.93	79.59	20	3	0.02	0.20	0.24	0.38	0,21	0.35	0.37	0.28	0.45	0.24	0.20	* 13 73	us	200	1 A. Jo		0,68	0.88	0.98	0.58		0.91	0.94	0.34	0.39		0.80	100	ŝ	1.40	0.77	õ
Я.	ት የ	9	ň	(in./hr.)		4.81	4.70	4.51	4.51	4.82	4.70	4.98	467	457	4.85	4.50	4 35	405	3	1	, e 1	л у 5 б	520	5.13	5.21	5 14	5.14	5,17	5,11	5,19	522	3	4,52	4.80	200	4,99	4,98	4,94	4.92	50				5.08							4.95	
80.22	13.47	0.772	2	(c.f.s.)		7.83	5.00	13,15	13.01	2.61	4.90	8.37	1, 12, 12, 12, 12, 12, 12, 12, 12, 12, 1	075	540	12 75	3 2	105,92	3		1.42	0.40	0.34	0.50	0.28	0.47	0.43 6	0.37	0.60	0.32	0.27	i	1.36	1.51	0.53	0.88	0.89	1.18	1.30	0.76		121	124	0.45	051	0.07		1.08			1.02	5
q	ា ជា	fi	5	(in./hr.)		5.47	5.57	5,35	5,35	5.71	л ц 4 :	545	n <u>e</u> 3 8	n 10 3 2	n s	2 U U	n (.) 17	4.83	i	0.17	6,10	6.10 0		5.07	6.16	5.08	5.07	ð.12	6.04	6.14	6,17	t	5.82	5.80	599	5.90	5.90	5,85	5,83	5.92		5,84	5.84	6.01	700	0.03	}	5,87	5,71	5.76	5,87	5.80
88.32	98-32 13,43	0.762		(c.f.s.)		9.34	5,92	15.60	5 43	3	7 20	8 8	8 9 9 6 9 6 7 6		1.5	1.09	3 6 6	125.98		с.з Т	0.49	0.48	0.77	0.59	0.33	0.55	157	D.44	071	0.36	0.32		1,61	1.79	0,61	1.04	1,05	1.37	47.7	0.90		1,43	1,47	0.53	0.00	U.00				2.19		
۹ï	ትዝ	en e		(in./nr.)		6.51	6.73	6.47	8 47	00.4	6 73	n 0,75	0.06	, 5	0.00	5.95	0.43	5.85		1.43	7.35	7.35	Ŀ	1.4	7.42	7 7 7 7	733	737	7 29	745	7.43		7.02	7.00	7.23	7.12	7.11	7.06	7.03	7.15	÷	7.05	7.04	7 2 1	1	1.23			6,90			
97.22	97.22 13.33	0.727		(c.f.s.)		11.30	7.16	12 R7			1.54	100	0075	8,40	86'21	9.17	19.74	150 P3		0.37	0.60	0.57	0.83		140	2 C 45	0.07	0 43 1 108	200	0.02	0.38		1.94	216	0.73	1.25	1.27	1.66	1.85	1.09	1.00	1.72				0.73		1,51	3.39	2,65	1.45	317
ł	ትፕ	የ		(in./hr.)		7 47	7 59	4 - jug	3	7-02	778	7.60	7.45	7,55	7.40	7.52	7.30	7,08]												8.37 8.37						8,02													7.85		
101 20	13.05	0.707		(c.f.s.)		27 61	808	0.00	1.00	21.10	4.05	7.92	13,55	9,49	15.80	10,36	22.31	45,16	12,011												0.43						4									0.82				236		
ſ	ዋዋ	Ŧ		fin.hr														7.94													9.31						8.97									9.11				8 78		
	105.57 12.99	0.587		Q100	1	****	14,30	50.5	23,91	23,66	4.54	8.87	15.19	10.83	17.71	11.60	25.01	50.69	184 IS	0.47	0,75	0.72	1.17	0.56	0.90	0.50	0.84	0.87	0.67	ន	0.57	0,240	245	273	0.92	1.58	1.61	2.09		ì	1.37	ì	112	2.24	0.81	0,92		1.90	A DR			

Fittz&Shipman

Consulting Engineers and Land Surveyors HDS Conselbac Card Bostanot, 1X, 7706 Ph. (400) 532-7238 Fax, (409) 532-7203 www.(Heightgman.com T.B.P.E. Film #1190 T.X.L.S. Firm \$100186 ISSUED FOR

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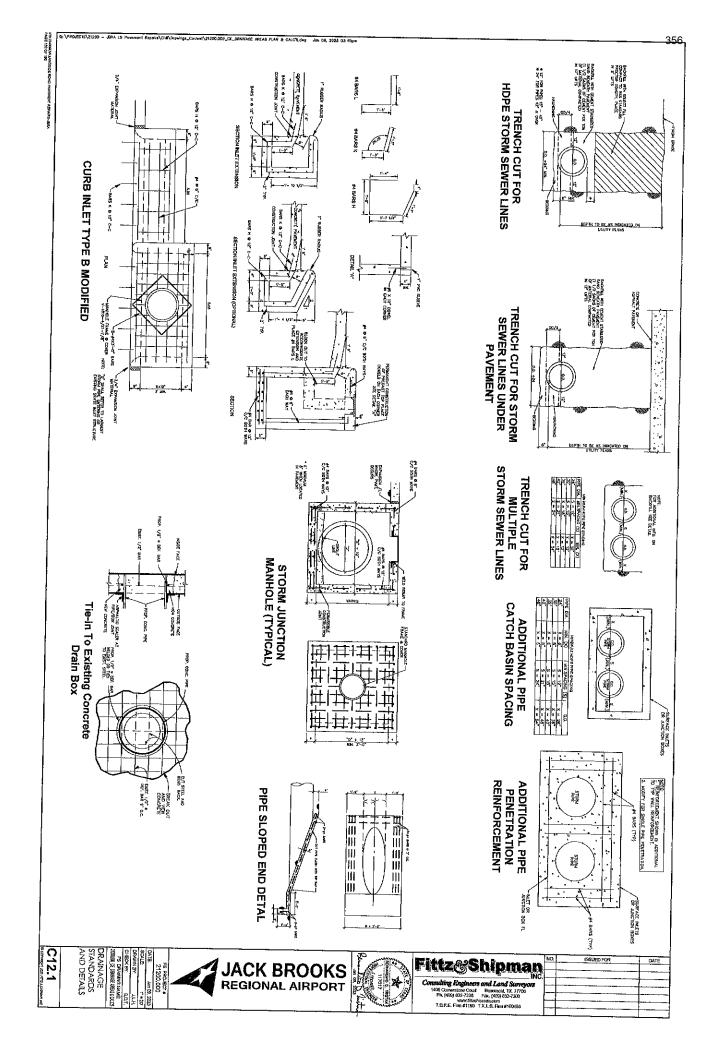
001 alo 101 2006 alond EQ Ditch 1 EQ Ditch 2 ML DITCH ក្រម្មមុសស្តី ប្លាធ្វា NO, N N Ditah ឪ្⊡⊠ន d 81+82+84+C1 81->84+C1+C2+£1 ML1 01 01+02 01+02+02 01+02+02+E1 81 81+82 61+82+84 61+82+83+84 - A1 42 Drainage Areas 14,44 22,49 43,60 0.15 286 4.62 9.67 12.27 5.13 5.13 5.13 (Ac) 8.86 13.50 26.16 CA 1.71 2.13 5.80 5.80 7.36 7.36 7.51 (ft) 1270 24,3 26.0 R N 24.5 25.6 21.0 23.4 23.4 24.2 24.2 24.6 24.6 24.6 **JUL** 33.8 21.2 34.7 Along sewer he of Concentration Along sewer line • + + **•** + **•** • • + + + + + + + + + + + + 118 118 118 257 381 * * * あち あち ひちち 家 ち 房 ち ふ た 260 1270 ------- - -Atlas ~ ~ --------Jefferson ±s 14 Zone 1 2019 3.54 2.70 7.07 1.00 3.91 1.00 3.54 3.54 1.00 2.89 3.54 õ (60)= (60) (60)= (80) Freq 35.07 21.46 37.67 14.42 28.66 31.96 34.67 19,67 30,96 33,84 35,07 18.03 29.32 31.33 የየየ 88.32 13.43 0.752 ö 10,00 27.16 28,34 29,23 28.21 29.91 30,35 27,02 28,09 27,50 Time 35.07 21.46 37.67 27.16 28.69 31.96 34.67 Used ir Design 27.02 29.32 31,33 30,95 33,84 33,84 5.84 6.01 6.78 5.67 5.71 5.71 5.71 5.75 J=b/[t+d)e To≕10AΩ 4.77 4.58 5.07 5.07 5.07 5.07 5.07 5.07 5.07 5.07 (Indat) 1761+15 0,31 0,28 1,97 0,37 0,37 2,284 3,17 2,284 4,19 0,55 5,21 5,57 6 41.31 82.44 119.96 9.34 10.8 15.6 33.2 35.1 16.3 16.3 16.3 16.3 1 30 (M) 30 (M) 30 (M) 44 4 5 S 4 4 4 A X ∰ No Νωωω NNN 22 AP 2 8 8 9 8 R 3.0 (F) a P ****************** 13 13 13 13 13 24 28 28 28 (in.) 222 7 7 7 - 0.013 - 0.012 - 0.030 - PIPE 0.30 0.12 0.10 0.21 0.21 % Slobe % 0.30 Ę Slope 0.10 0.10 0.30 0,30 0,30 0.20 0.20 0.30 1.20 0.26 L DITCH 13,46 3,95 2,22 9,41 10,45 RCP pipe HDPE pipe earth ditch 9.42 20.28 11.53 23.07 11.53 34.60 DESIGN Cap. Cap. (cfs) 106.14 106.14 17,30 17.30 17.30 24.84 20.26 22.66 20.28 (ang) 4.28 2.24 2.66 2.96 3.60 2,76 3,13 2,770 2,770 3,554 4,270 4,270 4,270 4,270 4,270 Vel. (fb/sec) 2.89 3.50 3.54 7.07 3.54 3,50 3,91 3,50 3,54 3,54 4,28 Pipe Pipe Pipe Pipe Pipe Ditah Ditah REMARKS 11,49 2,70 -0,59 7,21 7,21 7,19 6,22 97.58 95.90 7.46 4.64 3.65 9.62 9.62 9.62 1,81 3,05 1,64 1,87 1,75 3,41 3,08 3,08 1,57 9,26 9,26 7,89 7,89 ло 64.84 23.71 -13.81 10.94 8.14 9.47 1.70 -12.27 -15.96 -0.50 3.97 -10.78 -12.96 ò‡ C11.4 JERRY WARE DR AIRPORT 3rd ST, DRAINAGE AREAS & CALC'S ISSUED FOR DATE Fittz&Shipman IDE DAMAGENERAD **JACK BROOKS REGIONAL AIRPORT**

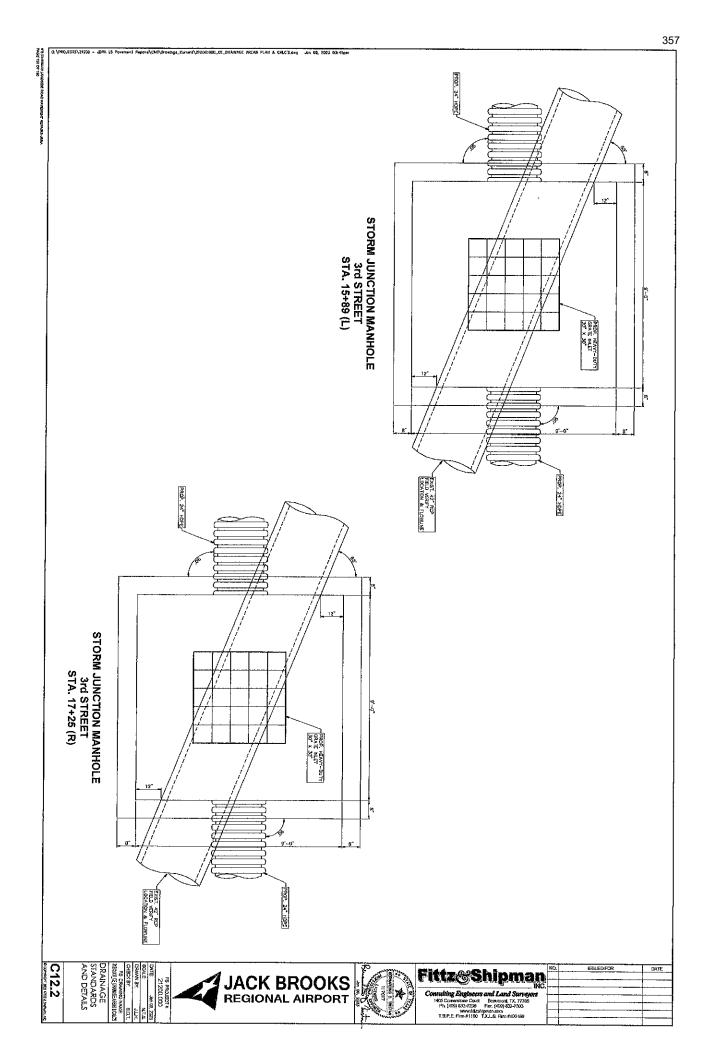
LS Pavement Repairs/Civil/Drawings_Current/\$1200.000_CE_DRABIACE AREAS PLAN & CALC'S dea

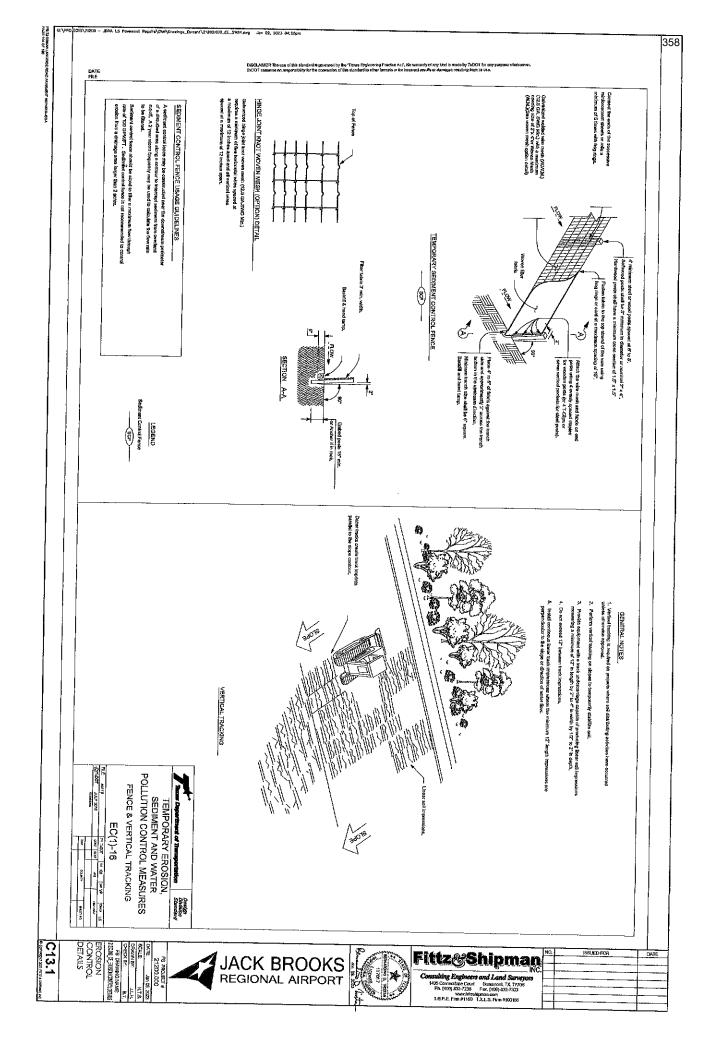
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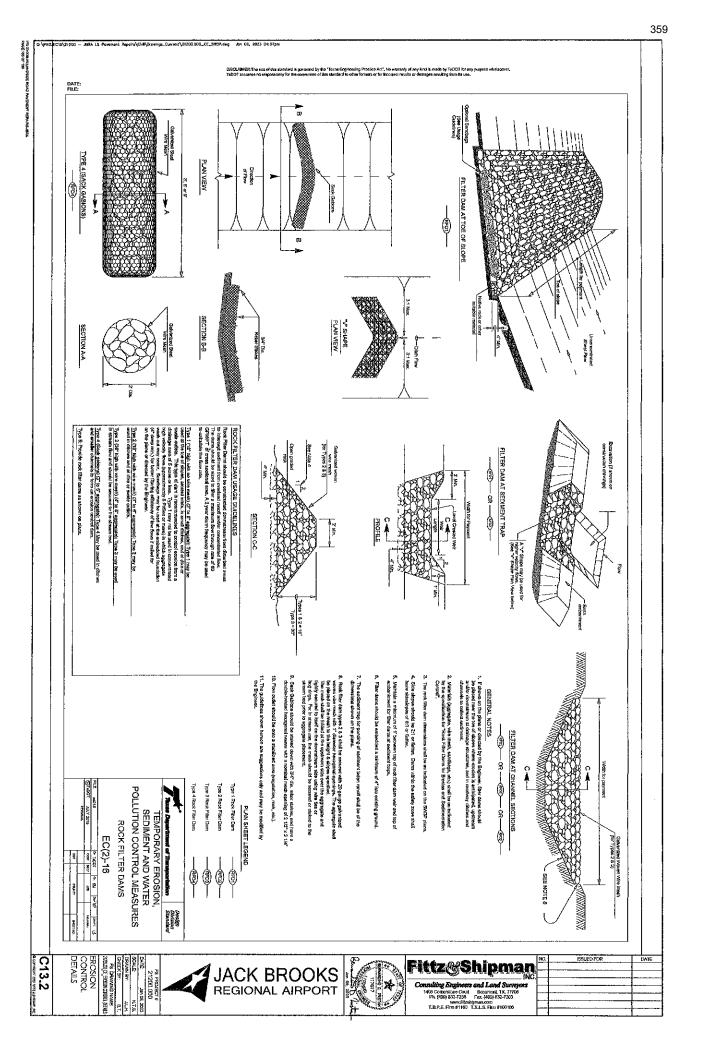
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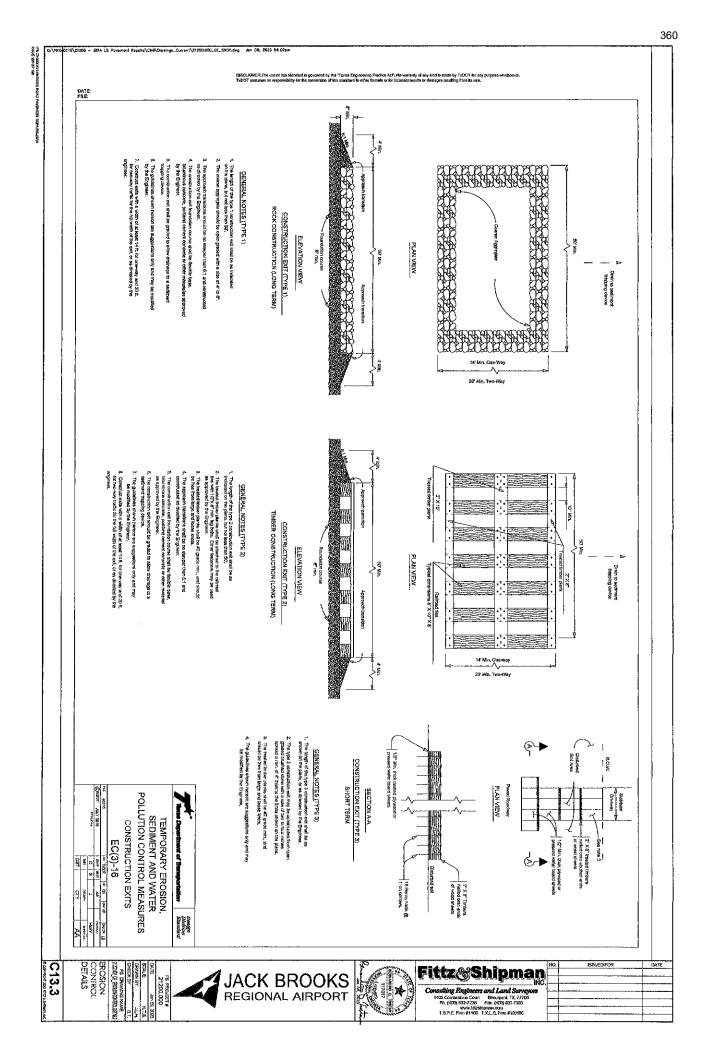
And Survey Process and Land Survey Process and Land Survey Processors and Land Survey Process and Land www.illizshipman.com T.B.P.E. Firm #1160 T.X.L.S. Firm #100186

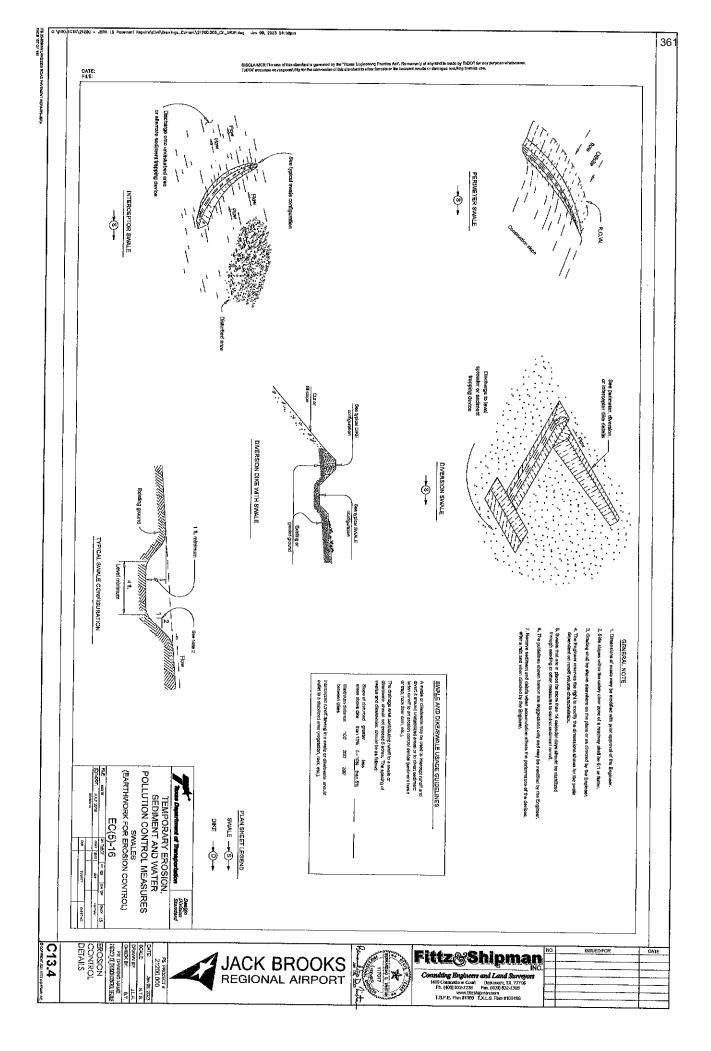


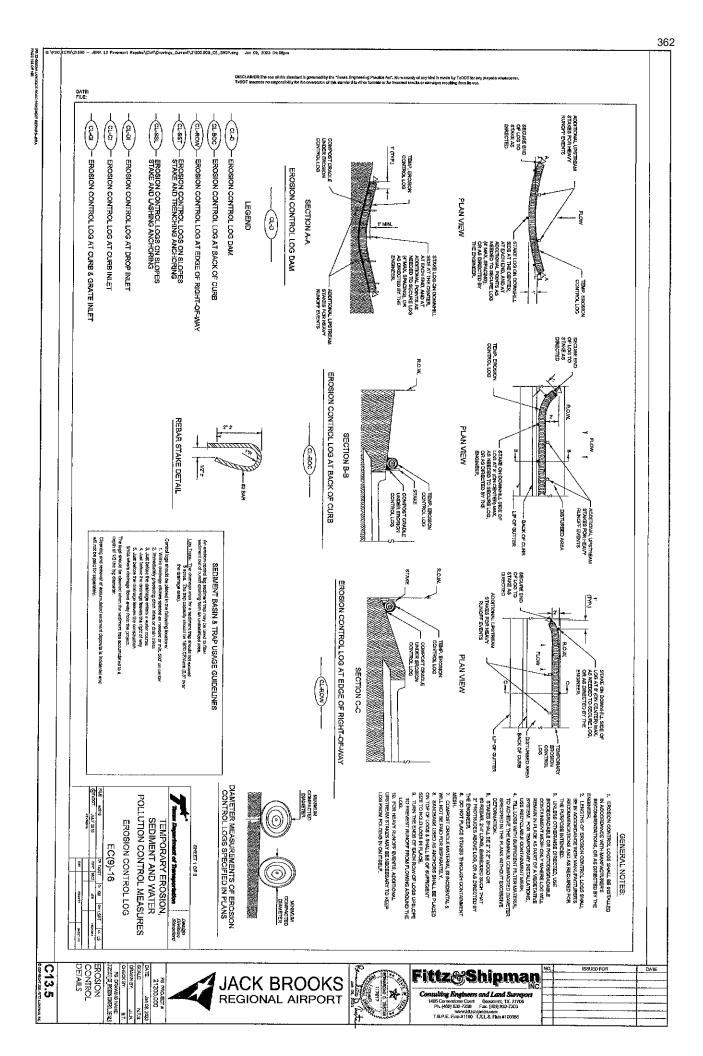


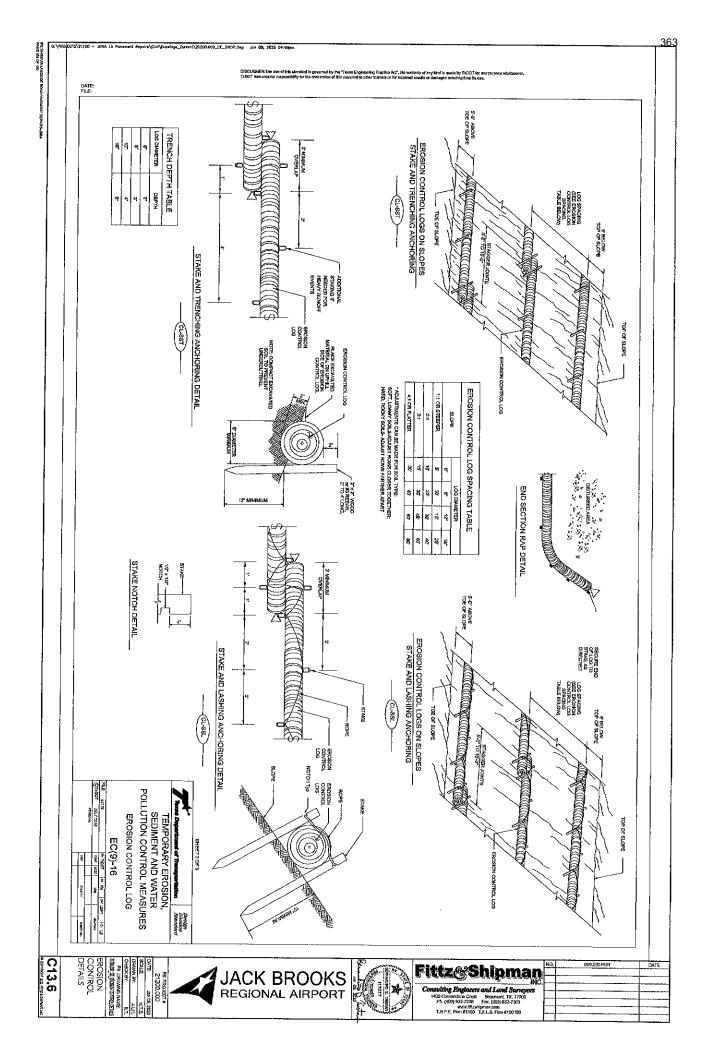


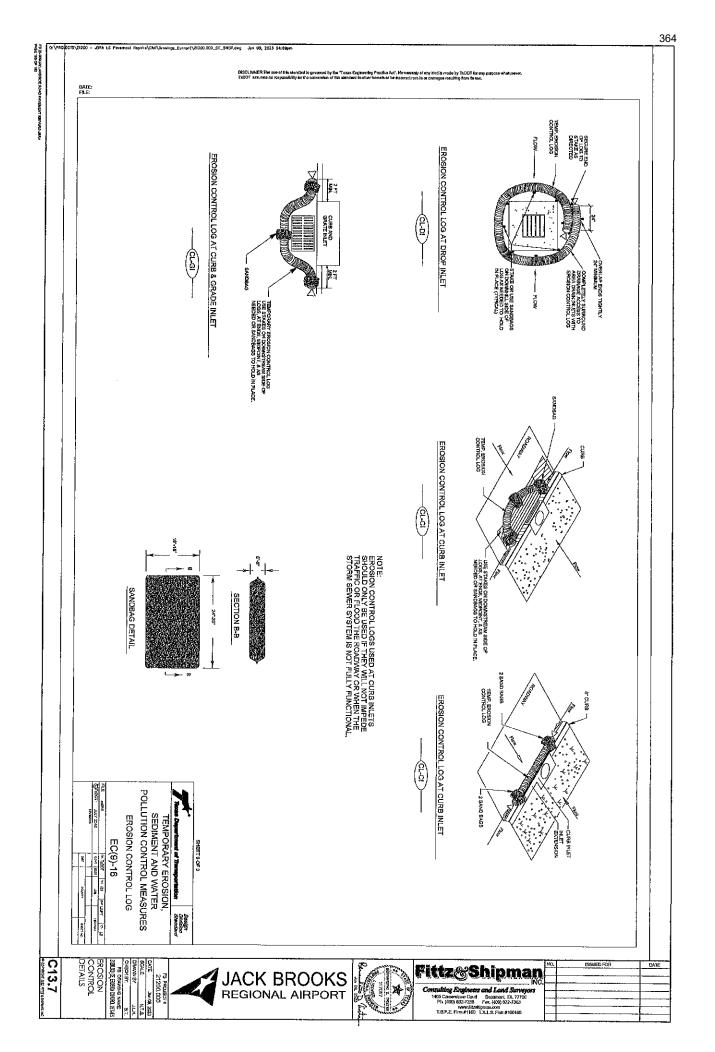




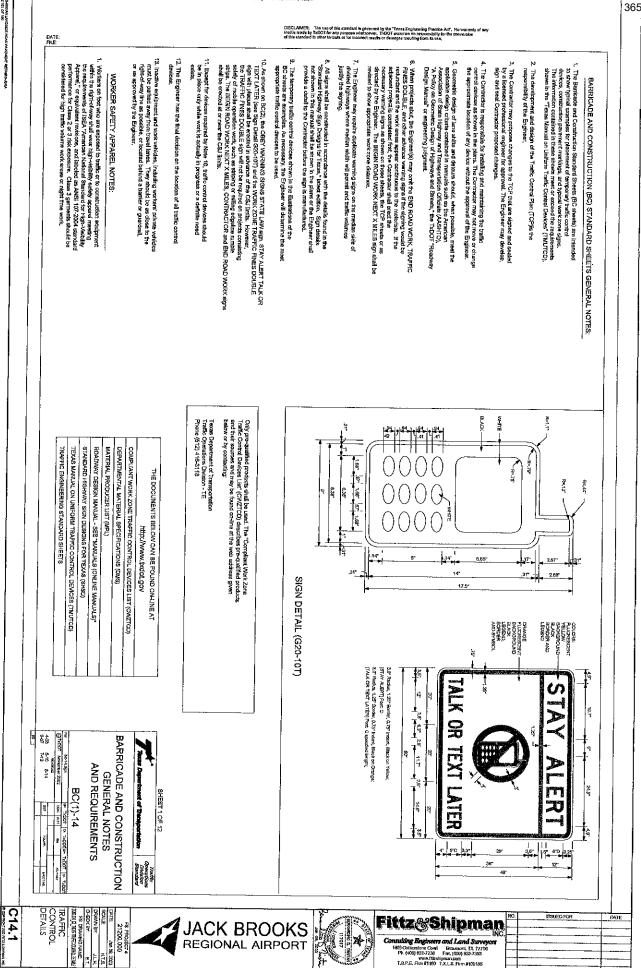




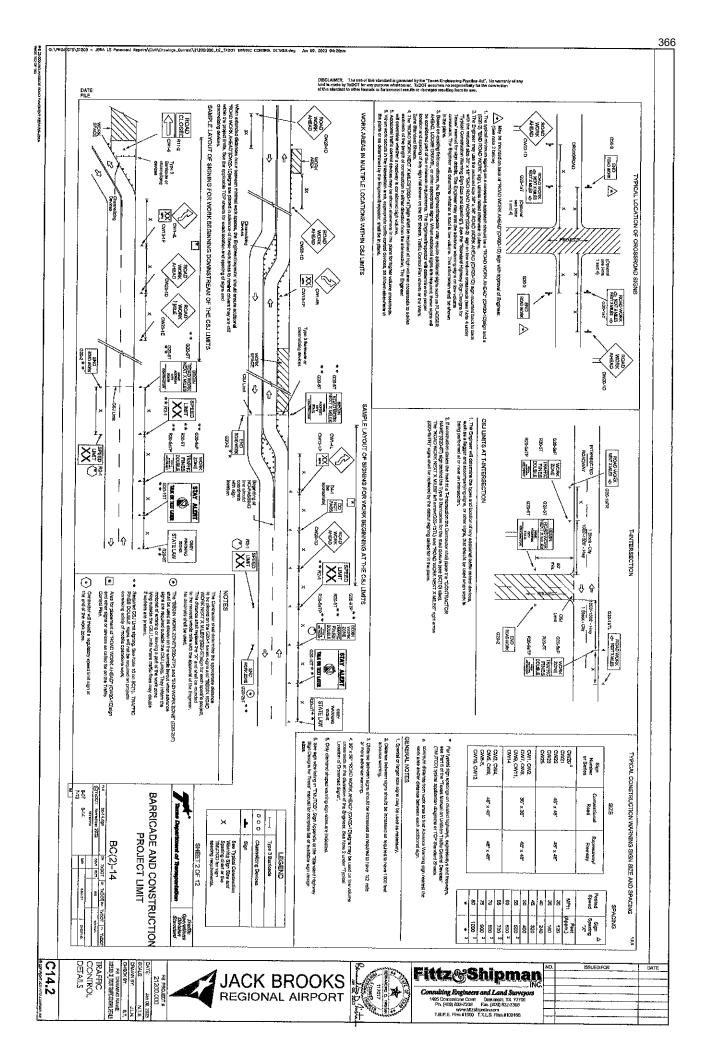


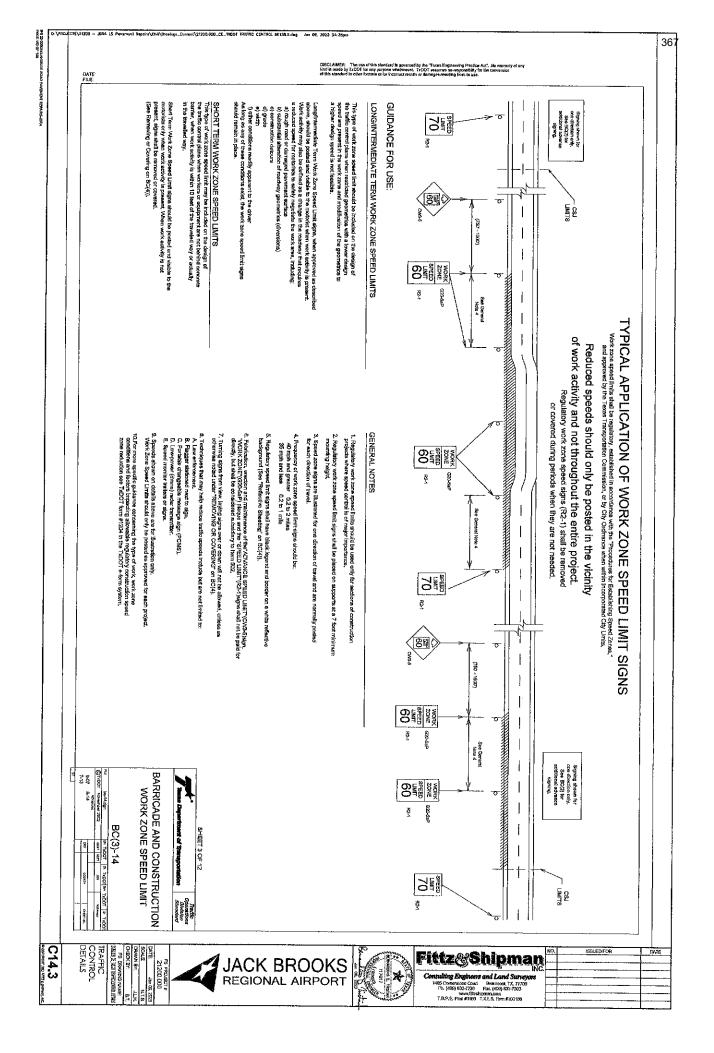


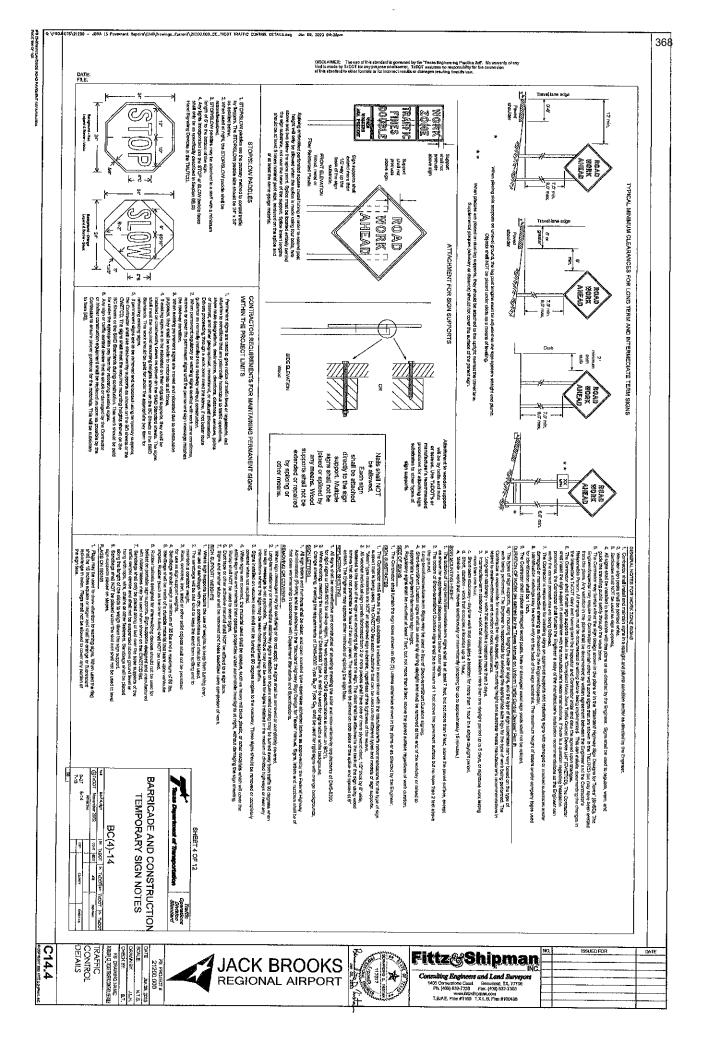
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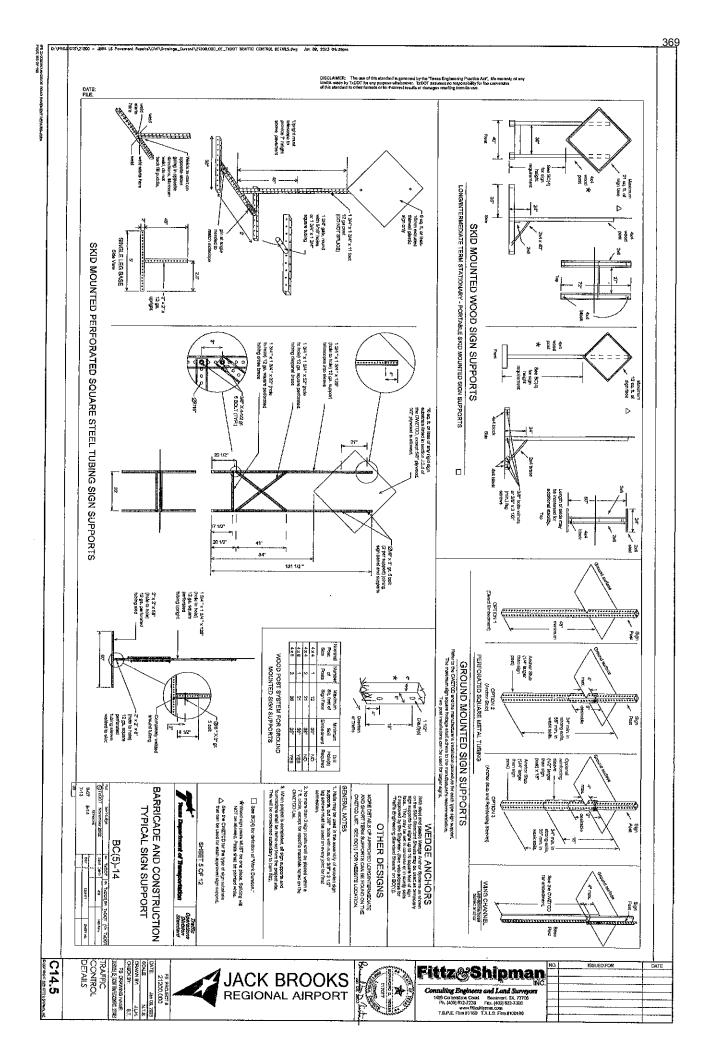


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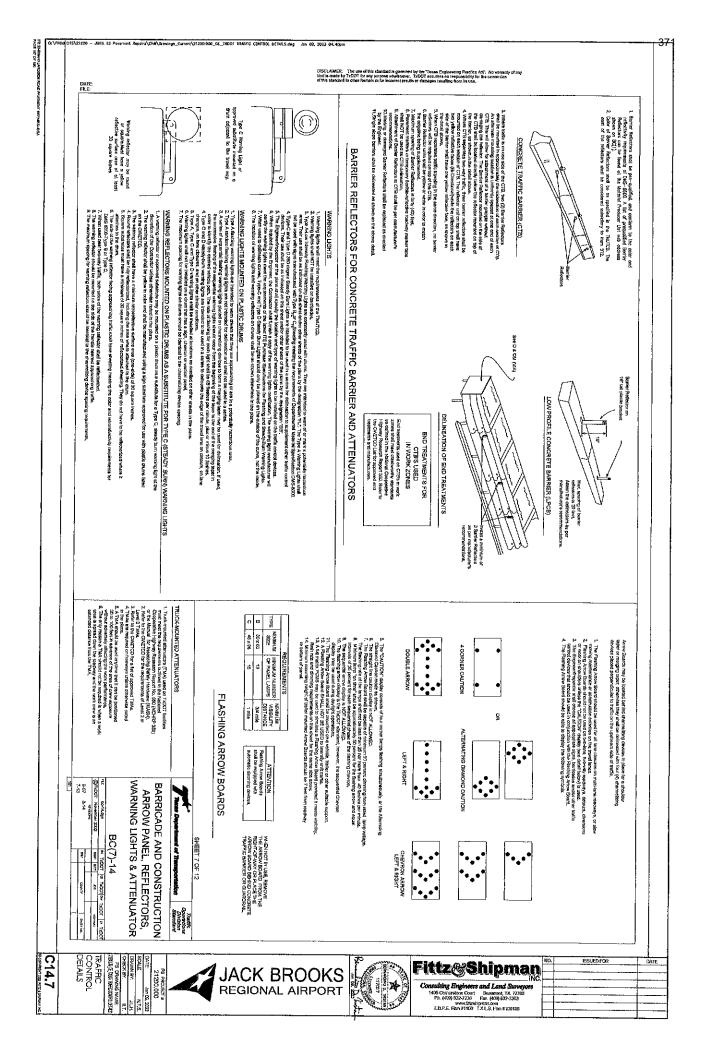




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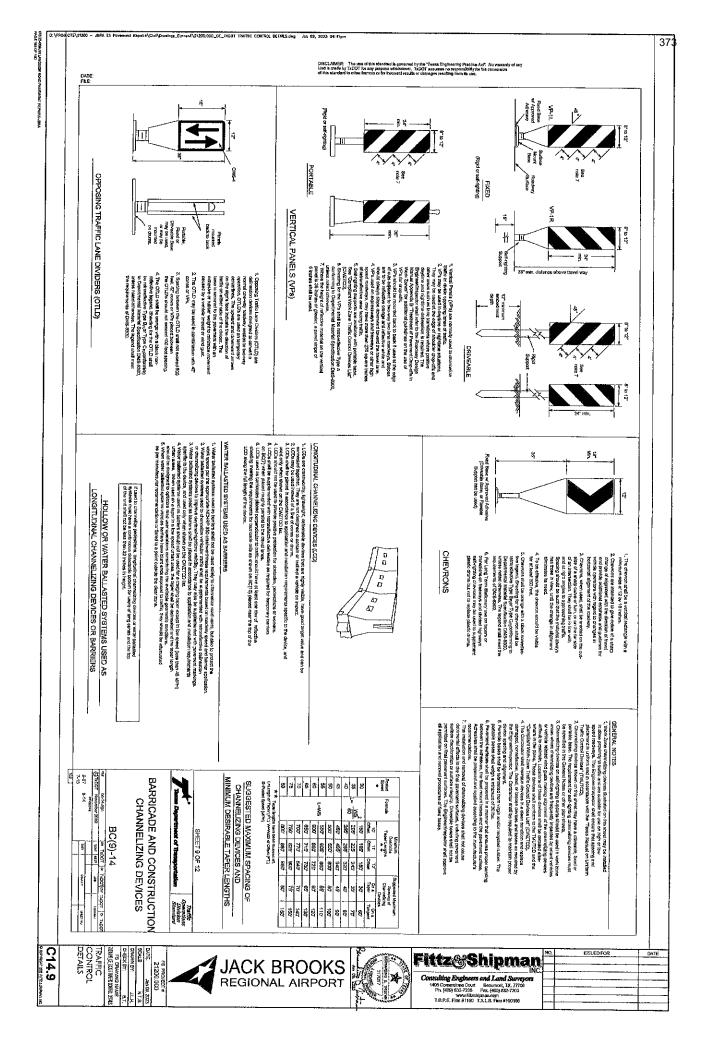
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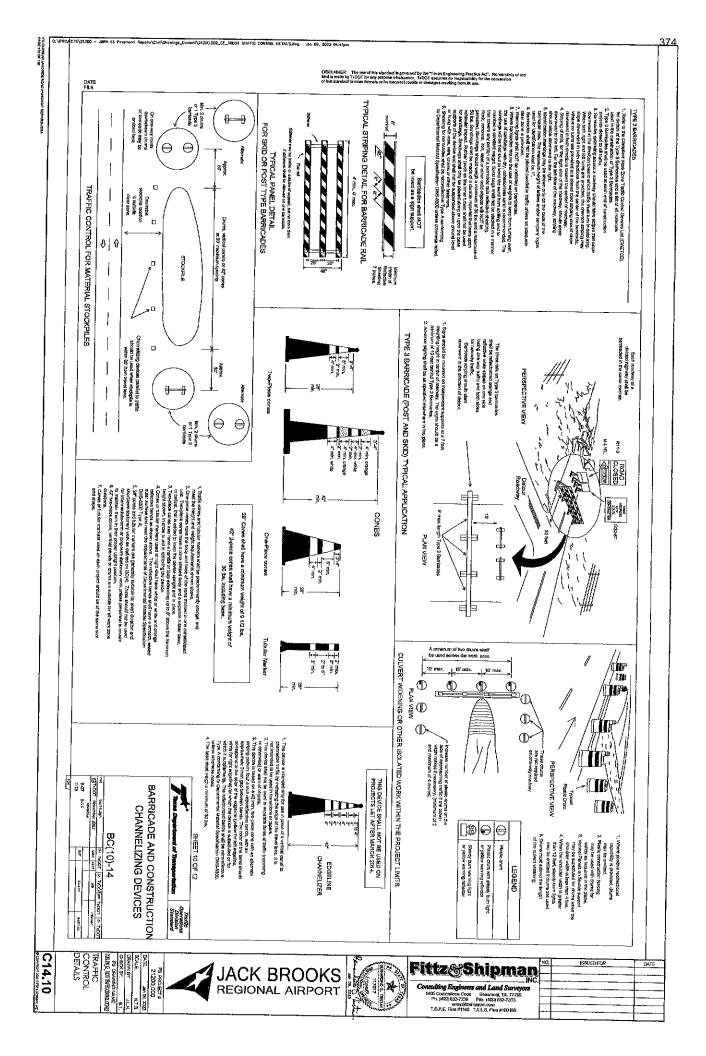
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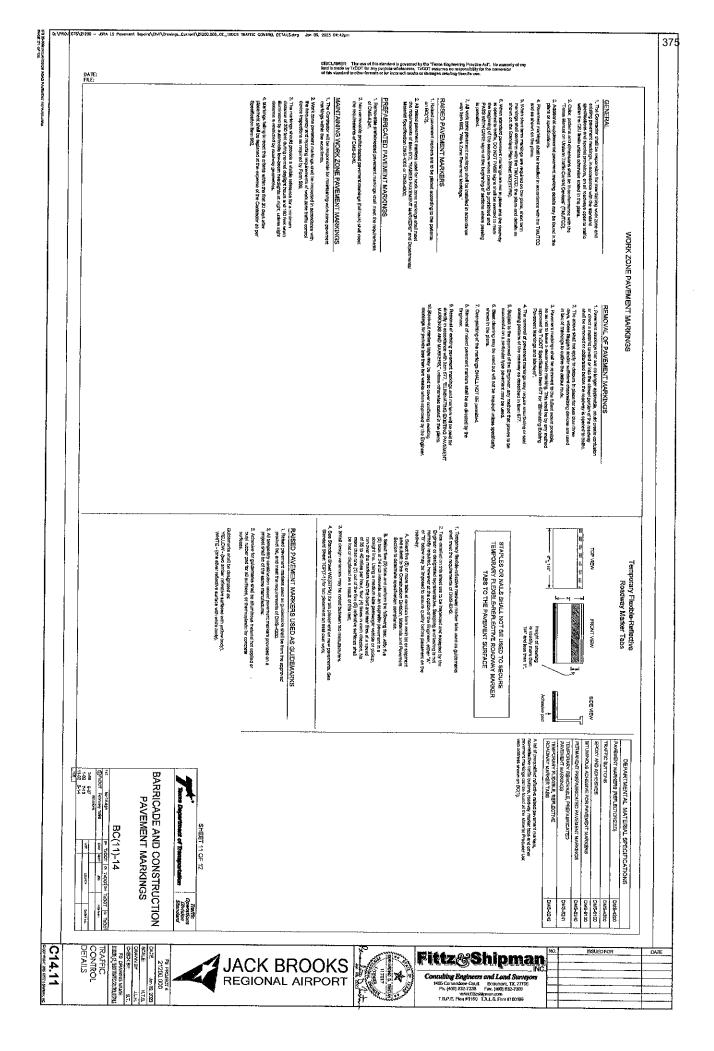


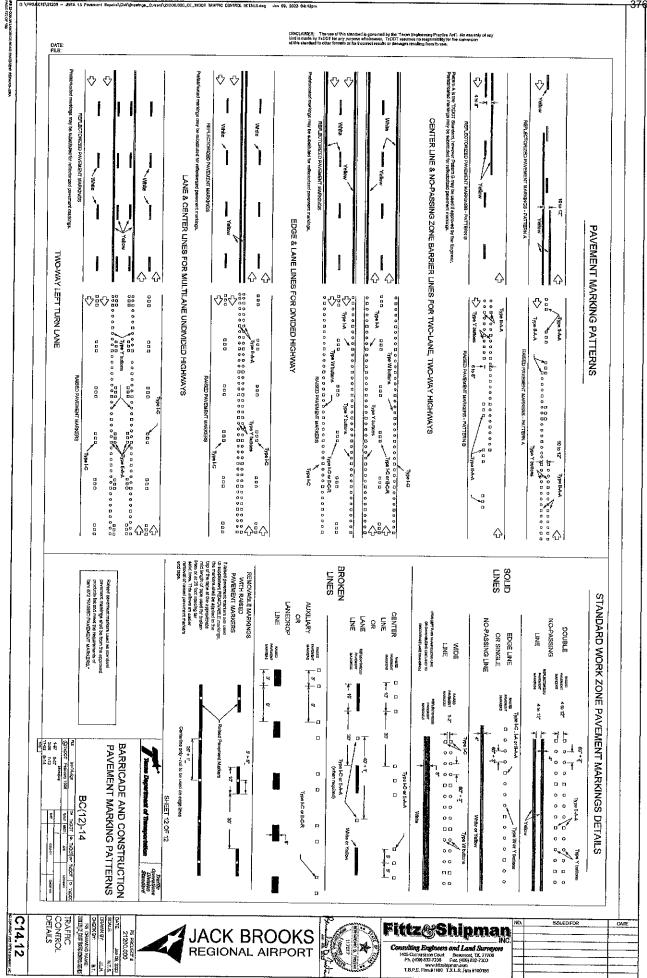
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Inst de lacted on top of durns, inst de lacted to secure beam of shums to paventent. ² of the drum body shall have a minimum of four alternating write extractionate oncurrent subject not less than r preaser than 8 means in whith, key mon-detection of any two adjacent subject shall not exceed 2 holms in ean any two adjacent subject shall not exceed 2 holms in d all related Zama shall comply with the requirements of the sion of the "Texas Manual on Uniform Traffic Control Devices" and the "Complent Work Zone Traffic Control Devices Lief" wassauthery work zones on freeways, drume shall be used as channelding device. SIRECTION INDICATOR BARRICADE Approved transfactures are shown on the GW2110b List. Balast shall be us approved by the memorychanic instructions 8 A man Sypj L Handa 42" ma (142) (142) 忭 Ч 12 1 ទីភ្ល DETECTABLE PEDESTRIAN BARRICADES Tager to allow for standing a minimum of 5 drums
 Base (36"
 Base (36" Sheh chum shall have a mihintusa of 2 orange and 2 white stripes using Type A retro-reflective sheeting with the top stripe being orange. 9/76" dia. (typ) for mounting signs and warning lights The Dependent Articles are of operand, detection of the CTT Date of a personality fraction contacts on the date of a personality fraction contacts on the contact of the date of the contact of the the contact of the date of the contact of the second second second second second second data of the second second second second and of the second second second second and of the second second second second and second second second second and second A Art Accounts Iny Guidefirms (ADAAG)^{*} and should not be used incommenter This detail is not intended for tapfication. See note 3 and the CW2TICD list for providers of approved Detectable Pedestrian Barricadta Continuous smeeth rall for hand thailing SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS (X-asimum Sign Dirension) (X-asimum Sign Dirension) thereon CMM 9, Opposing Traffic Lane (Cer, Dherway July Dr70, Keep Refer R4 seriles of other signe as approved by Engineer B2-9, RS-10, RS-11 and RS-11s Sigewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with spotwal of the Engineer. . Cherroma may be placed on churns on the nucleide of curves, on merging supera or on sixting tobers. When used in these bazaitors they may by placed on every during or speced not mean then an every third dhurh. A mileinsmill three (3) should be used a each startion called by in the place. Signs sizel be encaded using a 1/2 inch bolt (nominal) and nut, two weakers, and one booking washes for each compresion. Other sign messages (ext or symbolic) may be used as approved by the Engineer. Sign dimensions shall not excess 18 inclusions in within 24 schars in height, except for the R8 series signs discussed in note 8 below. Vertissi Panels snall be manufactured with ownige and white linearing meeting the requestments of DMS-S300 Type A Diagonal ampies on Vertical Panets ehalf slope down (owand the intended travelied laze.). Chevrors and thre wark gave wight with an ontropy barger area to menufacture with Type 5-(2) Type 5-(2) Type standing memory the optice and recombinishly regularments are 200-85300, "Sign Face Material," unless otherwise specified in the plane. . Mounting tools and nuts shall be fully engaged and adequately torqued. Bolts shall it not extend more than 1/2 Inch beyond nuts. Signs used on plastic drums shall be manufactured using substrates listed on the CMZTCD; 4-02 7-13 9-07 8-14 Logz1@ BARRICADE AND CONSTRUCTION These Department of These periods Plywood, Atuminum or Metal sign substrates shall NOT be used on plastic drums bo-14 dgn November 2002 atmucet CHANNELIZING DEVICES BC(8)-14 SHEET 8 OF 12 12" x 24 Nattical Panis Sioping down towards travel way TXDOT S TXDO Traffic Operations Division Standard SHEEK C14.8 TRAFFIC CONTROL DETAILS HIS LIPAVING NAME X Fittz&Shipman DATI JACK BROOKS REGIONAL AIRPORT 1 FS PROJECT = ing Engineers Jan 09, 2023 N.T.S. 405 Come Ph. (409 405 Corrierstane Courl Beaumont; JX, 727 Ph. (406) B32-7239 Fite, (406) 832-7303 www.fitzshipman.com T.D.P.E. Find #1160 T.X.3., Fitm#100169

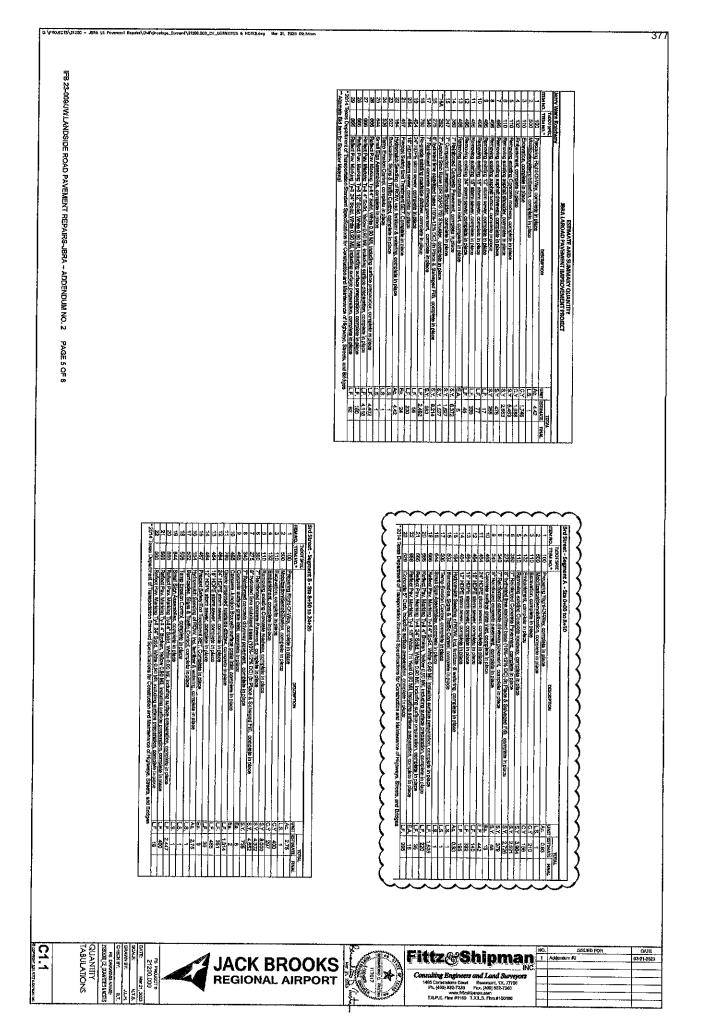
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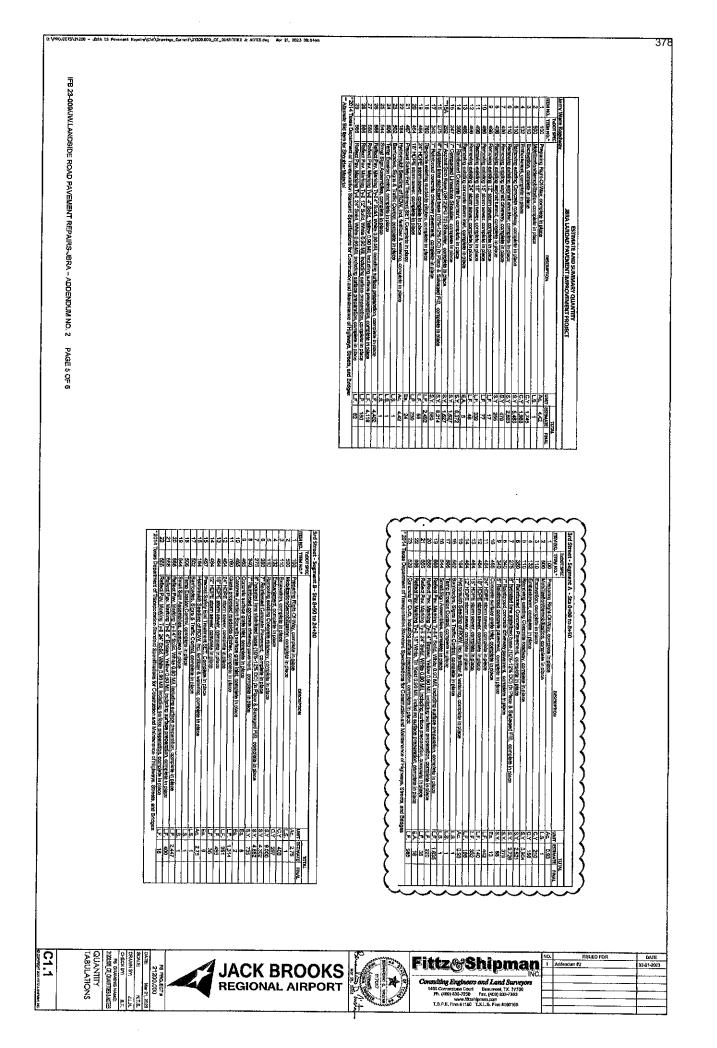


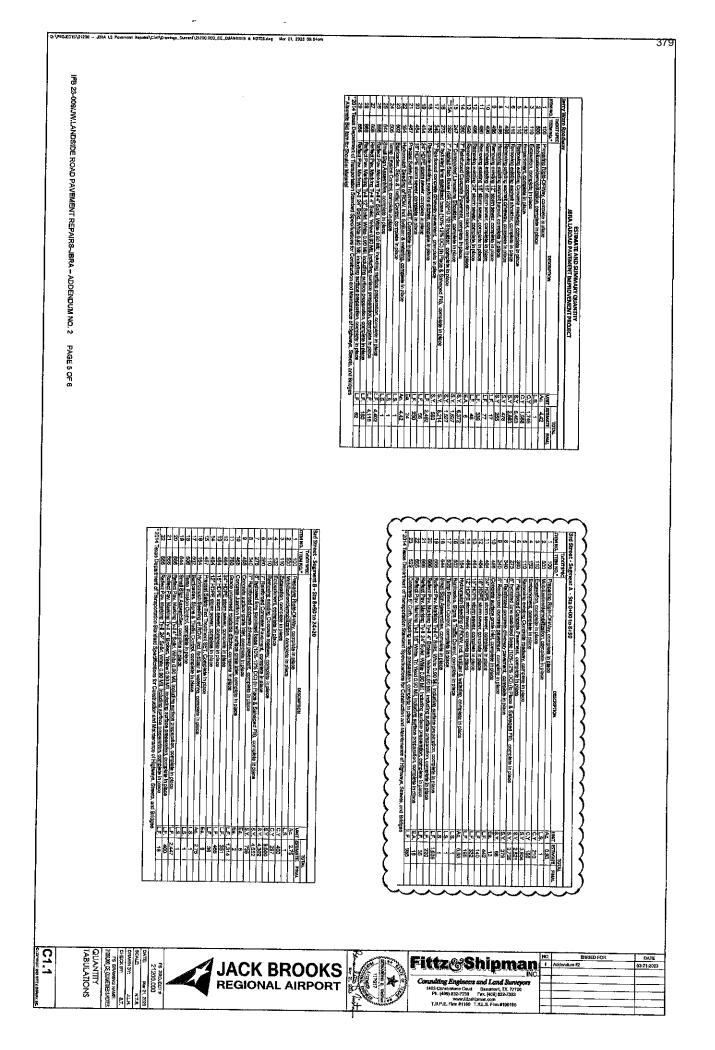














GEOTECHNICAL INVESTIGATION

FOR

LANDSIDE PAVEMENT REPAIR AT JACK BROOKS REGIONAL AIRPORT

IN

BEAUMONT, TEXAS

REPORT NUMBER: 22130

REPORTED TO:

FITTZ & SHIPMAN, INC. 1405 CORNERSTONE COURT BEAUMONT, TEXAS 77706

MARCH 2022

PREPARED BY: SCIENCE ENGINEERING, LTD.

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

GEOTECHNICAL INVESTIGATION Pavement Repairs Beaumont, Texas

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INTRODUCTION

The study reported herein is an investigation of subsurface conditions for proposed landside pavement repairs at Jack Brooks Regional Airport in Beaumont, Texas.

AUTHORIZATION

This investigation was authorized by Mr. Ben Tristan, P.E. by signed proposal dated December 16, 2021.

SUBSURFACE EXPLORATION

The subsurface exploration at the site was accomplished by means of eleven (11) undisturbed sample core borings drilled to depths of approximately ten (10) feet below existing ground surface. Approximate locations of the borings are shown on the attached boring plan.

SUBSURFACE INVESTIGATION

The subsurface investigation consisted of drilling three-inch (3") nominal diameter core borings. Undisturbed samples of the cohesive soils were obtained from the borings by means of thin-wall, seamless steel Shelby tube samplers, in accordance with the ASTM D-1587 method. The shear strength of the cohesive soil samples was estimated by hand pentrometer in the field.

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

LABORATORY INVESTIGATIONS

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

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

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

SUBSURFACE CONDITIONS

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

Stratum No.	Average Depth, feet	Soil Description
l	0.00 - 0.54	Concrete on Borings B-1, B-3, B-5, B-6 and B-7
П	0.54 - 10.00	Dark Gray and Tan CLAY (CH) with ferrous and calcareous nodules and slickensides

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

GROUNDWATER

Hydrostatic water was not encountered at the time of drilling.

CONSTRUCTION VARIATIONS

The information contained in this report summarizes conditions found on the date that the borings were drilled. The depth to the static water table may be expected to vary with the environmental variations, such as frequency and magnitude of precipitation and the time of year that construction begins.

Based on the results of the field borings and laboratory tests, the following sections may be considered for use in new paving. Economics should dictate which section is utilized by the Structural Engineer.

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PORTLAND CEMENT CONCRETE PAVEMENT

Concrete paving may be constructed using a Portland Cement Reinforced Concrete Pavement. Seven-inch (7") concrete over eight-inch (8") lime stabilized sub-grade should be considered. The thickness of the paving should meet the minimum requirements by the City of Beaumont.

In order to control vertical displacement and resulting cracking, which may occur due to potential swelling of the surface clays, it is recommended that the subgrade beneath the concrete pavement be stabilized by hydrated lime.

Subgrade preparation should consist of removing concrete. Then scarify the subgrade to a depth of eight (8) inches and stabilize with ten to twelve (10-12) percent of hydrated lime by dry unit weight and is usually sufficient for similar clay soils; however, the actual lime quality needed to stabilize on-site clays should be determined prior to construction. The soil-lime mixture should be compacted to a minimum of 95% of Standard Proctor Density (ASTM D-698).

Lime stabilization should conform to Texas Highway Department 2014 Standard Specifications Item 260, which describes material and construction methods for lime treatment of materials in place.

SITE PREPARATION

In order to remedy construction problems, which may develop if attempts are made to work the surface materials following prolonged periods of rainfall which are common to this area, it is recommended that prior to starting any work at the site that proper construction drainage is to be provided to maintain a relatively dry construction site. (Use a minimum slope of 5% within 10 feet of the foundation).

LIMITATIONS

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

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

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

Respectfully submitted for the firm, TBPE Registration No. 4060



Yousef Rahmani, P.E. President

Enclosures:	Boring Plan Boring Logs 1 -11 Soils Classification
Copies:	1 – Client

1 – SEL File 22130

YR/mr





LANDSIDE PAVEMENT REPAIR AT JACK BROOKS REGIONAL AIRPORT

BEAUMONT, TEXAS

MARCH 2022

NOT TO SCALE



		LOG OF BC	DRIN	G									
		Pavement Repair at Jack Brooks Airport in Beaumont, Texas		Proio	ct No:	22120							
Boring Numb		B-1	Da	ate of R			2022						
Location:		See Attached Boring Plan											
Dry Auger:		0 to 10 Feet	Date of Boring: 02/25/2022 Authorization: Mr. Jeff Carbone										
	T								SHEAR S	TRENGTH			
DEPTH, FEET SYMBOL	SAMPLE BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	~	INFINED Pressive Vgth (TSF)			
144		3.75" concrete											
		Dark Gray CLAY with ferrous and calcarous nodules			82	26	56		0.50				
		calcarous nodules							0.50				
				<u> </u>					0.50				
_ 5 _		_ tan and gray with ferrous and calcareous nodules	28	89	88	27	61		0.75	0.50			
		slickensides							0.75				
		CH	30	90	75	24	51		0.75	0.30			
		Bottom at 10 Feet 1. Water was not encountered during drilling.											



				LOG OF B	DRIN	G						
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				3.50" base								
				Dark Gray CLAY with ferrous nodules			71	23	48		0.50	
					32	87	88	26	62		0.75	0.50
_ 5 _				_ tan and gray							0.65	
					26	93	81	24	57		1.00	0.50
				СН						×	1.00	
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P.O.Box 2048 Nederland, Texas 77627 Ph: (409) 982-0686 Fax: (409) 982-0619 Email: yousef@science-engineer.com



				LOG OF B	DRIN	G							
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Boring Locati	on:			Airport in Beaumont, Texas B-4 See Attached Boring Plan	Da	ite of R ite of B	oring:	03/07/ 02/25/	2022				
Dry Au	iger:		i	0 to 10 Feet	A	uthoriz	ation:	Mr. Je	eff Carbo	one			
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET PENETROMETER (TSF) Saverage	UNCONFINED COMPRESSIVE STRENGTH (TSF)
L _				Dark Gray CLAY with ferrous									
┝ -				nodules	<u> </u>		53	20	33			0.50	
					22	101	54	21	33	-		0.65	0.70
5_				tan and gray with ferrous and								0.75	
<u> </u> _				calcareous nodules	22	99	95	28	67			1.00	0.50
				СН			<u> </u>					1.00	
				Bottom at 10 Feet 1. Water was not encountered during drilling.									



						LOG	OF BC	DRIN	G								
Project:						k Brooks											
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Dry Auger:			0	to	10	Feet						eff Carbo	one				
	П														SHEAR S	TREN	GTH
DEPTH, FEET Symbol	SAMPLE	BLOWS PER FOOT				SCRIPTION		WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET PENETROMETER (TSF)	UNCONFINED	COMPRESSIVE Strength (TSF)
				50" concr									⊢				
+ +				ark Gray (Idules	CLAY w	ith ferrous				57	22	35			0.25	-	
			10	00162				34	87	58	22	36	-		0.50		.40
			_	tan ar	nd gray								_		0.50		
		:						28	89	90	27	63			0.75	C	.60
							СН						┢		0.75	\vdash	
			1.	Wate		t 10 Feet ot encountered g.											



							G	DRIN	LOG OF BC				
									Pavement Repair at Jack Brooks	dside	Lan	t:	Projec
					22130	ct No:	Proje		Airport in Beaumont, Texas	jional	Reg		-
							te of R		B-6	•	nber	Nun	Boring
							te of B		See Attached Boring Plan			on:	.ocati
			ne	eff Carbo	Mr. Je	ation:	uthoriz	A	0 to 10 Feet			ger:	Dry Ai
STRENGTH	SHEAR ST												
UNCONFINED Compressive Strength (TSF)	POCKET Penetrometer (TSF)	NO. 200 SIEVE	PERCENT PASSING	PLASTICITY INDEX (PI)	PLASTIC LIMIT	LIQUID LIMIT	DRY DENSITY (PCF)	WATER CONTENT (%)	STRATUM DESCRIPTION	BLOWS PER FOOT	SAMPLE	SYMBOL	DEPTH, FEET
									7.00" concrete			jaci	
	0.25			44	23	77			Dark Gray CLAY with ferrous nodules				
0.40	0.35			76	29	105	79	37	_ gray				
<u> </u>	0.50								tan and gray with ferrous and calcareous nodules				5_
0.60	0.75			63	26	89	96	25					
<u> </u>	1.00								СН			2	
									Bottom at 10 Feet				- ¹⁰ -
									1. Water was not encountered				
									during drilling.				
		_											
+	<u> </u>												



[LOG OF BO	DRIN	G							
Project:			Pavement Repair at Jack Brooks									
Boring Nu Location:	mber		Airport in Beaumont, Texas B-7 See Attached Boring Plan	Da	ite of R ite of B	oring:	03/07/ 02/25/	2022				
Dry Auger		;	0 to 10 Feet	A	uthoriz	ation:	Mr. Je	eff Carbo	ne			
DEPTH, FEET Symbol	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	τιαυιο μιλιτ	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING	NU. ZOU SIEVE	POCKET PENETROMETER (TSF) 5. 8	UNCONFINED Compressive Strength (TSF)
JK.			6.37" concrete							\downarrow		
\vdash			Dark Gray CLAY with ferrous nodules			51	21	30		+	0.25	
+			nounes								0.75	
- 5			_ tan and gray with ferrous and calcareous nodules	26	95	85	23	62		+	0.75	0.60
			calcareous nodules								1.00	
			СН	21	101	67	22	45		╉	1.00	0.75
- 10 - 			Bottom at 10 Feet 1. Water was not encountered during drilling.									



[LOG OF BO	DRIN	G										
Project: Landside Regional Boring Number: Location: Dry Auger:	Pavement Repair at Jack Brooks Airport in Beaumont, Texas B-8 See Attached Boring Plan 0 to 10 Feet	Project No: 22130 Date of Report: 03/07/2022 Date of Boring: 02/25/2022 Authorization: Mr. Jeff Carbone											
DEPTH, FEET SYMBOL SAMPLE BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO. 200 SIEVE	6	UNCONFINED COMPRESSIVE STRENGTH (TSF)				
	Dark Gray CLAY with ferrous nodules	39	77	69 96	23 28	46		0.25	0.40				
5	_ gray and tan _ tan and gray	30	90	87	24	63		0.30	0.44				
	CH Bottom at 10 Feet 1. Water was not encountered during drilling.												



[.0G ()F B(DRIN	G										
Project: Landside Pavement Repair at Jack Brooks Regional Airport in Beaumont, Texas Boring Number: B-9 Location: See Attached Boring Plan Dry Auger: 0 to 10										Project No: 22130 Date of Report: 03/07/2022 Date of Boring: 02/25/2022 Authorization: Mr. Jeff Carbone													
		Т	İ					_		2							Juibo			SI	IEAR S	TREA	IGTH
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT				JM DE					WATER CONTENT (%)	DRY DENSITY (PCF)	ΓΙΔΟΙD ΓΙΜΙΤ	PLASTIC LIMIT	PLASTICITY INDEX	(P1)	PERCENT PASSING	NO. 200 SIEVE	POCKET	PENETROMETER (TSF)	UNCONFINED	COMPRESSIVE STRENGTH (TSF)
					ark Gr		LAY w	ith f	ferrou	S							_						
+				n	odules									69	22	4	7				.25		
tΙ												37	81	73	23	5	0			C	.50).40
				-	tar	1 and	gray														50		
- 5 -																-					.50	\vdash	
																				C	.75		
											СН	35	77	100	28	7	0				.70).38
				1		ater	tom at was n drilling	ot e		ntered													



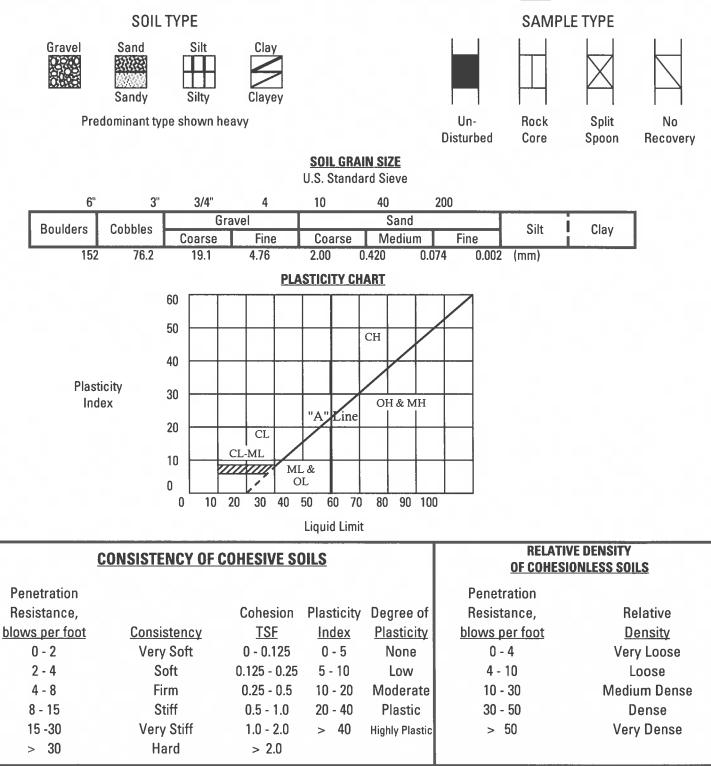
								LO	G OF BO	DRIN	G										
Projec	et:							k Brooks	-		Proie	ct No:	22130								
Regional Airport in Beaumont, Texas Boring Number: B-10										Project No: 22130 Date of Report: 03/07/2022											
Locati			-	See Attached Boring Plan							Date of Boring: 02/25/2022										
Dry Au	ıger:		_	0		to _	10	Feet	-	Α	uthoriz	ation:	Mr. Je	eff Carbo	ne				_		
																	SHEAR S	TREN	GTH		
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT					ESCRIPTIO	,	WATER CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING	NO. 200 SIEVE	POCKET PENETROMETER (TSF)	UNCONFINED	CUMPRESSIVE STRENGTH (TSF)		
				G	ray	ULAY	with fe	rrous nodul	es			104	30	74	\vdash		0.25	-			
						tan an	d arav	with calcar	2000	36	80	82	24	58	-		0.25	0.	26		
5				-		and fe	rrous r	nodules	0003								0.50				
┣ -										36	82	99	26	73			0.75	0	40		
È -																					
10									CH						┣		0.75	-			
E"-						Вс	ottom a	t 10 Feet													
				1.			was n drilling	ot encounte g.	ered												
F -]																				
	1													<u> </u>	-			-			
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Γ.	4																				
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E -	1																				



				LOG OF BO	DRIN	G									
Projec	t:	Lan	dside	Pavement Repair at Jack Brooks Airport in Beaumont, Texas			ot No:	22120							
Boring Locatio Dry Au	on:			B-11 See Attached Boring Plan 0 to 10 Feet	Project No: 22130 Date of Report: 03/07/2022 Date of Boring: 02/25/2022 Authorization: Mr. Jeff Carbone										
	yer.		i		~			1011.00				TRENGTH			
DEPTH, FEET	SYMBOL	SAMPLE	BLOWS PER FOOT	STRATUM DESCRIPTION	WATER CONTENT (%)	DRY DENSITY (PCF)		PLASTIC LIMIT	PLASTICITY INDEX (PI)	PERCENT PASSING NO 200 SIEVE	ee	UNCONFINED COMPRESSIVE STRENGTH (TSF)			
				Gray CLAY with ferrous nodules											
~ -							75	25	50		0.50				
					38	88	103	31	72		0.35	0.20			
				tan and gray with calcareous											
_ 5 _				and ferrous nodules							0.85				
					33	85	105	32	73		1.00	0.80			
				СН							1.00				
_ 10 _		Π		Bottom at 10 Feet											
				 Water was not encountered during drilling. 											
							 								
			1												
						1									



KEY TO SOIL CLASSIFICATION AND SYMBOLS





PO Box 188 Kirbyville, TX 75956

"SEALED BID"

Bid Name: Landside Road Pavement Repairs At the Jack Brooks Regional Airport Bid Number: IFB 23-009/JW Due By Time/Date: 11:00 AM CT, Wednesday, March 29, 2023 To: Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

REC'VD JEFF COPURCH: 10:45 AM MAR ZP ZDZ3 Q. WEST

CONTRACT (23-009/JW) LANDSIDE ROAD PAVEMENT REPAIRS AT THE JACK BROOKS REGIONAL AIRPORT

EXHIBIT B:

- FORM 1295 (completed by CONTRACTOR) as required by the Texas Ethics Commission
- Divestment Status Documentation (Texas Comptroller of Public Accounts website search results)
- System for Award Management Documentation (sam.gov website search results)

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	CERTIFICATE OF INTERESTE	D PARTIES			FO	RM 1295
}						1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties Complete Nos. 1, 2, 3, 5, and 6 if there are no interested	parties.	2	CE	OFFICE US	EONLY
1	Name of business entity filing form, and the city, sta of business. Elite Contractors and Equipment LTD Kirbyville, TX United States	te and country of the busi	ness entity's place	Cert 2023	ificate Number: 3-999653 Filed:	2011-00-00-00-00-00-00-00-00-00-00-00-00-
2	Name of governmental entity or state agency that is being filed. Jefferson County Texas	a party to the contract for	which the form is	03/2	Acknowledged	022
3	Provide the identification number used by the gover description of the services, goods, or other property IFB 23-009/JW Road Repair	nmental entity or state age to be provided under the	ncy to track or ide contract.	ntify the c	ontract, and pro	ovide a
4	Name of Interested Party	City, State, C	country (place of b	usiness)		of interest pplicable) Intermediary
-						
7.5						
						-
-						
	Check only if there is NO Interested Party.)				
	JNSWORN DECLARATION My name is Breck Sauls		, and my date	of birth is	09/02/	1973
N	Ay address is <u>663 CR 601A</u> (street)	Kir	<u>buuille</u> ,		75956 (zip code)	(country)
	declare under penalty of perjury that the foregoing is true					
E	Executed in	County, State of	<u>XGS</u> , on t	he <u>28 </u> da	ay of <u>Mcirch</u> (month)	_, 20 <u>J</u> . (year)
		Signature of a	uthorized agent of c	ontraction	husiness colit	
	as provided by Texas Ethics Commission		(Declarant)	onnaoung	ngen iss eutity	

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Glenn Hegar Texas Comptroller of Public Accounts



Divestment Statute Lists

- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx] Updated June 2023
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.xlsx] — Updated June 2023
- Financial Companies that Boycott Energy Companies [comptroller.texas.gov/purchasing/docs/divestenergy.xlsx] — Updated Q1 2023
- List of Financial Companies that Boycott Energy Companies FAQ [comptroller.texas.gov/purchasing/docs/divest-energy.pdf] — Updated March 2023
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.xlsx] Updated December 2, 2022
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.xlsx] Updated December 2, 2022
- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.xlsx] Updated September 2022

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - US State Department https://www.state.gov/foreign-terrorist-organizations/

Updated Q2 2023

Organization Name

Abdallah Azzam Brigades (AAB) Abu Sayyaf Group (ASG) Al-Aqsa Martyrs Brigade (AAMB) al-Ashtar Brigades (AAB) al-Mulathamun Battalion (AMB) al-Nusrah Front al-Qa'ida (AQ) al-Qa'ida in the Arabian Peninsula (AQAP) Al-Qa'ida in the Indian Subcontinent al-Qaida in the Islamic Maghreb (AQIM) al-Shabaab Ansar al-Dine (AAD) Ansar al-Islam (AAI) Ansar al-Shari'a in Benghazi Ansar al-Shari'a in Darnah Ansar al-Shari'a in Tunisia Ansaru Army of Islam (AOI) Asa'ib Ahl al-Hag (AAH) Asbat al-Ansar (AAA) Boko Haram Communist Party of the Philippines/New People's Army (CPP/NPA) Continuity Irish Republican Army (CIRA) HAMAS Haggani Network (HQN) Harakat Sawa'd Misr (HASM) Harakat ul-Jihad-i-Islami (HUJI) Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B) Harakat ul-Mujahidin (HUM) Hizballah Hizbul Mujahideen (HM) Indian Mujahedeen (IM) ISIL Sinai Province (formerly Ansar Bayt al-Magdis) **ISIS-Bangladesh ISIS-DRC**

ISIS-Greater Sahara ISIS-Mozambique ISIS-Philippines ISIS-West Africa Islamic Jihad Union (IJU) Islamic Movement of Uzbekistan (IMU) Islamic Revolutionary Guard Corps (IRGC) Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq) Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya) Islamic State's Khorasan Province (ISIS-K) Jaish-e-Mohammed (JEM) Jama'at Nusrat al-Islam wal-Muslimin (JNIM) Jaysh al-Adl (formerly Jundallah) Jaysh Rijal al-Tariq al Naqshabandi (JRTN) Jemaah Anshorut Tauhid (JAT) Jemaah Islamiya (JI) Kata'ib Hizballah (KH) Kurdistan Workers Party (PKK, aka Kongra-Gel) Lashkar i Jhangvi (LJ) Lashkar-e Tayyiba (LeT) Liberation Tigers of Tamil Eelam (LTTE) National Liberation Army (ELN) Palestine Islamic Jihad (PIJ) Palestine Liberation Front (PLF) PFLP-General Command (PFLP-GC) Popular Front for the Liberation of Palestine (PFLP) Real Irish Republican Army (RIRA) Revolutionary Armed Forces of Colombia – People's Army (FARC-EP) Revolutionary People's Liberation Party/Front (DHKP/C) Revolutionary Struggle (RS) Segunda Marquetalia Shining Path (SL) Tehrik-e Taliban Pakistan (TTP)

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - US State Department https://www.state.gov/foreign-terrorist-organizations/

Updated Q2 2023

Organization Name Abdallah Azzam Brigades (AAB) Abu Sayyaf Group (ASG) Al-Aqsa Martyrs Brigade (AAMB) al-Ashtar Brigades (AAB) al-Mulathamun Battalion (AMB) al-Nusrah Front al-Qa'ida (AQ) al-Qa'ida in the Arabian Peninsula (AQAP) Al-Qa'ida in the Indian Subcontinent al-Qaida in the Islamic Maghreb (AQIM) al-Shabaab Ansar al-Dine (AAD) Ansar al-Islam (AAI) Ansar al-Shari'a in Benghazi Ansar al-Shari'a in Darnah Ansar al-Shari'a in Tunisia Ansaru Army of Islam (AOI) Asa'ib Ahl al-Hag (AAH) Asbat al-Ansar (AAA) Boko Haram Communist Party of the Philippines/New People's Army (CPP/NPA) Continuity Irish Republican Army (CIRA) HAMAS Haqqani Network (HQN) Harakat Sawa'd Misr (HASM) Harakat ul-Jihad-i-Islami (HUJI) Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B) Harakat ul-Mujahidin (HUM) Hizballah Hizbul Mujahideen (HM) Indian Mujahedeen (IM) ISIL Sinai Province (formerly Ansar Bayt al-Magdis) **ISIS-Bangladesh ISIS-DRC**

ISIS-Greater Sahara ISIS-Mozambigue ISIS-Philippines ISIS-West Africa Islamic Jihad Union (IJU) Islamic Movement of Uzbekistan (IMU) Islamic Revolutionary Guard Corps (IRGC) Islamic State of Irag and the Levant (formerly al-Qa'ida in Irag) Islamic State of Irag and the Levant's Branch in Libya (ISIL-Libya) Islamic State's Khorasan Province (ISIS-K) Jaish-e-Mohammed (JEM) Jama'at Nusrat al-Islam wal-Muslimin (JNIM) Jaysh al-Adl (formerly Jundallah) Jaysh Rijal al-Tarig al Nagshabandi (JRTN) Jemaah Anshorut Tauhid (JAT) Jemaah Islamiya (JI) Kata'ib Hizballah (KH) Kurdistan Workers Party (PKK, aka Kongra-Gel) Lashkar i Jhangvi (山) Lashkar-e Tayyiba (LeT) Liberation Tigers of Tamil Eelam (LTTE) National Liberation Army (ELN) Palestine Islamic Jihad (PIJ) Palestine Liberation Front (PLF) PFLP-General Command (PFLP-GC) Popular Front for the Liberation of Palestine (PFLP) Real Irish Republican Army (RIRA) Revolutionary Armed Forces of Colombia – People's Army (FARC-EP) Revolutionary People's Liberation Party/Front (DHKP/C) Revolutionary Struggle (RS) Segunda Marquetalia Shining Path (SL) Tehrik-e Taliban Pakistan (TTP)

List prepared pursuant to chapter 809 of the Texas Government Code

Financial Companies That Boycott Energy Companies

Updated Q1 2023

Listing in both Annex I and Annex II

Companies Engaging in Scrutinzied Business Operations in Iran

Updated Q4 2022

COMPANY NAME

BEIQI FOTON MOTOR CO, LIMITED CHINA RAILWAY GROUP LIMITED CHONGQING CHANGAN AUTOMOBILE COMPANY LIMITED GLENCORE PLC HYUNDAI MOTOR COMPANY INDIAN OIL CORPORATION LIMITED LLOYDS BANKING GROUP PLC NORINCO INTERNATIONAL COOPERATION LIMITED RENAULT SA SINOPEC ENGINEERING (GROUP) CO, LTD VODAFONE GROUP PLC ZHEJIANG SHIBAO CO., LTD. ISIN CNE000000WC6 CNE100000722 CNE000000R36 JE00B4T3BW64 KR7005380001 INE242A01010 GB0008706128 CNE00000VZ9 FR0000131906 CNE100001NV2 GB00BH4HKS39 CNE1000004W6

List prepared pursuant to chapter 2270 of the Texas Government Code

Companies Engaging in Scrutinzied Business Operations in Sudan

Updated Q4 2022

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

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

List prepared pursuant to chapter 808 of the Texas Government Code

Companies That Boycott Israel

Updated September 2022

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID00000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID00000002241186	GB00BFXWHQ29
DNB BANK ASA	IID00000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID00000002228977	XS1217882171
UNILEVER PLC	IID00000002137159	GB00B10RZP78

SAM.GOV*

Entity Information Search Results 1 Total Results



Filter by:

Entity Name "Elite Contractors and Equipment","ELITE CONTRACTORS AND EQUIPMENT LTD"

Status

Active,Inactive

Unique Entity ID: VJNJACEPW4N4 Physica CAGE/NCAGE: 88XX5 663 CO KIRBYV

Physical Address: 663 COUNTY RD 601A KIRBYVILLE , TX 75956 USA Expiration Date: Mar 06, 2024

Purpose of Registration: All Awards Entity

SAM.GOV*

Entity Information Search Results 1 Total Results

Filter by:

Entity Name "Elite Contractors and Equipment","ELITE CONTRACTORS AND EQUIPMENT LTD"

Status Active,Inactive

Unique Entity ID: VJNJACEPW4N4	Physical Address:	Expiration Date:
CAGE/NCAGE: 88XX5	663 COUNTY RD 601A	Mar 06, 2024
	KIRBYVILLE, TX	Purpose of Registration:
	75956 USA	Fulpose of Registration.
	13936 Q3A	All Awards

411

411

Entity

ELITE CONTRACTORS AND EQUIPMENT LTD

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
VJNJACEPW4N4	88XX5	All Awards
Registration Status	Expiration Date	
Active Registration	Mar 6, 2024	
Physical Address	Mailing Address	
663 County RD 601A	663 County RD 601A	
Kirbyville, Texas 75956-3222	Kirbyville, Texas 75956-3222	
United States	United States	
Business Information		
Doing Business as	Division Name	Division Number
(blank)	(blank)	(blank)
Congressional District	State / Country of Incorporation	URL
Texas 36	Texas / United States	(blank)
Registration Dates		
Activation Date	Submission Date	Initial Registration Date
Mar 8, 2023	Mar 7, 2023	Jan 31, 2019
Entity Dates		
Entity Start Date	Fiscal Year End Close Date	
Feb 19, 2015	Dec 31	
Immediate Owner		
CAGE	Legal Business Name	
(blank)	(blank)	
Highest Level Owner		
CAGE	Legal Business Name	
(blank)	(blank)	

Executive Compensation

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

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Profit Structure For Profit Organization

Entity Structure Corporate Entity (Not Tax Exempt) Entity Type Business or Organization

Organization Factors (blank)

Socio-Economic Types

Self Certified Small Disadvantaged Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information	
Accepts Credit Card Payments	Debt Subject To Offset
No	No
EFT Indicator	CAGE Code
0000	88XX5

Points of Contact

Electronic Business

્ર Sharon F Sauls	663 Cr 601A Kirbyville, Texas 75956	
	United States	
Government Business		
2	PO Box 188 KIRBYVILLE, Tx 75956	
Breck F Sauls	Kirbyville, Texas 75956	

United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237310	Highway, Street, And Bridge Construction
	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Per Contract	\$10,000,000.00
States	Counties
Texas	(blank)

Metropolitan Statistical Areas (blank)

LEASE AGREEMENT

THE STATE OF TEXAS § Bridget Walston § COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between the **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Bridget Walston**, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at

10249 Barton Rd, Beaumont, TX 77705, being described as Hillebrandt Acres Lot 4, Block 4 Abstract 029250

Jefferson County, Texas, hereinafter called the "Property." The Lease amount shall be **\$0.05 for five years (\$0.01 per year)** payable at the start of the five year lease. Lessee shall have the right to use the Property **SHALL NOT**:

- 1. permanently alter the Property without securing the prior written approval of the County;
- 2. conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
- perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
- 4. construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
- allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
- 6. permit any camping or commercial use of the Property without first obtaining written consent from the County;
- place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
- cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: Bridget Walston, 10199 Barton Rd, Beaumont, TX 77705.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on COUNTY JUDGE

Walston.

Attest:

Acosta Hellberg, County Clerk



EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT 10249 Barton Rd, Beaumont, TX 77705.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT 10249 Barton Rd, Beaumont. TX 77705, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND Bridget Walston.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE. ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS. SERVANTS. REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

Address

Telephone Number

LEASE AGREEMENT

THE STATE OF TEXAS § §

Justin Pierson

COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between the Jefferson County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and Justin Pierson, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at

- 1. 7046 Bayou Trace, Beaumont, TX 77705, being described as 191 Wm Reeves Tr 59 14.530747 J W Denny Tr 41.240 Abstract 300191
- 2. 8629 B Hillebrandt Rd, Beaumont, TX 77705, being described as 3.68 Acres out of Tract 1, Orange Farms Abstract 048855, Jefferson County, TX
- 3. 8629 Hillebrandt Rd., Beaumont, TX 77705, being described as Lot 3 Block 2 Tract 8, .9142 and Tract 4 .09 Orange Farms, Abstract 048855
- 4. 8599 Hillebrandt Rd, Beaumont, TX 77705 being described as Lot 3 Block 2 Tract 1 .906 and Lot 4 Block 2 Tract 5 .908 Orange Farms Abstract 048855

Jefferson County, Texas, hereinafter called the "Property." The Lease amount shall be \$350.00 for five years (\$70.00 per year) payable at the start of the five year lease. Lessee shall have the right to use the Property SHALL NOT:

- 1. permanently alter the Property without securing the prior written approval of the County;
- 2. conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
- 3. perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
- 4. construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
- 5. allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property:
- 6. permit any camping or commercial use of the Property without first obtaining written consent from the County:
- 7. place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health:
- 8. cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND

SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: Justin Pierson, **8585 Hillebrandt Rd., Beaumont, TX 77705**.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on

EFF R. BRANICK, COUNTY JUDGE

Justin, Pierson LESSEE

Attest:

Rexanne Acosta Hellberg, County Clerk



421 421

EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT 7046 Bayou Trace, Beaumont, TX 77705, 8629 B Hillebrandt Rd, Beaumont, TX 77705, 8629 Hillebrand Rd, Beaumont, TX 77705 and 8599 Hillebrandt Rd, Beaumont, TX 77705

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **7046 Bayou Trace**, **Beaumont**, **TX 77705**, **8629 B Hillebrandt Rd**, **Beaumont**, **TX 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND Justin Pierson.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR OFFICERS, LESSEE. ITS DIRECTORS, EMPLOYEES, AGENTS, SERVANTS. REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

JUSTINI Printed Name

8585 HILLEBRANDTI Address BMT, TX 77705

409-656-7358 **Telephone Number**

06/06/23 Date

LEASE AGREEMENT

THE STATE OF TEXAS §

Kristen Morton

COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into by and between the **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Kristen Morton**, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at

11134 Kenner Rd, Beaumont, TX 77705, being described as Hillebrandt 14 Heights Unrec 3 Abstract 029300

Jefferson County, Texas, hereinafter called the "Property." The Lease amount shall be **\$300.00** for five years (**\$60.00 per year**) payable at the start of the five year lease. Lessee shall have the right to use the Property SHALL NOT:

- 1. permanently alter the Property without securing the prior written approval of the County;
- conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
- perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
- construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
- allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
- permit any camping or commercial use of the Property without first obtaining written consent from the County;
- place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
- cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: Kristen Morton, 11135 Kenner Rd, Beaumont, TX 77705.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on

JEFF R BRANICK, COUNTY JUDGE

Kristen Morton, LESSEE

Attest:

Rexanne Acosta Hellberg, County Clerk



EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT 11134 Kenner Rd, Beaumont, TX 77705.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT 11134 Kenner Rd. Beaumont, TX 77705, UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND Kristen Morton.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR LESSEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

iten Morten

Printed Name 11/35 Kenner 12d. But 7x 17705 Address

<u> 409-78/- 089/</u> Telephone Number

LEASE AGREEMENT

THE STATE OF TEXAS

Mike & Sandy Miller

COUNTY OF JEFFERSON §

§

THIS AGREEMENT is made and entered into by and between the **Jefferson County**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "County," and **Mike & Sandy Miller**, hereinafter referred to as "Lessee."

RIGHTS GRANTED

Subject to the terms and provisions set forth herein, the County authorizes Lessee, at Lessee's sole expense, to occupy and utilize the property at

3452 Ballard Rd., Beaumont, TX 77705, being described as Abstract 49 Wm Smith Tracts 33, 39, 78, 155 & 156 Abstract 102 Wm Carr Tracts 45 & 233 2.017 Acres

Jefferson County, Texas, hereinafter called the "Property." The Lease amount shall be **\$360.00** for five years (**\$72.00 per year**) payable at the start of the five year lease. Lessee shall have the right to use the Property SHALL NOT:

- 1. permanently alter the Property without securing the prior written approval of the County;
- conduct, participate in or allow activities upon the property which are in violation of any Federal or State laws, rules, regulations, deed restrictions or County orders;
- perform any landscaping or in anyway alter the Property in any way that would interfere with the use of the Property for flood control or drainage purposes. The County may refuse to permit the planting or use of the Property which the County considers detrimental to the public welfare and the best interests of the County.
- construct, store or place permanent structures, fences, signs, fixtures, improvements, or other tangible items on the property;
- allow or cause any automobile, truck, motorcycle, motorized vehicle, all terrain vehicle, bicycle, mobile home, camper, trailer, recreational vehicle, temporary housing or any form of manufactured housing or any other type of vehicle to be parked, placed or affixed to the Property;
- permit any camping or commercial use of the Property without first obtaining written consent from the County;
- place, store or allow to be placed or stored any type of building materials, toxic or poisonous materials, supplies or hazardous substances on the Property which may present any risk of health;
- cut timber; conduct mining, excavation or drilling operations, remove sand, gravel, or similar substances from the ground; commit waste of any kind; or in any manner change the contour or condition of the Property, except with the prior written consent of the County;

THE SUBJECT PROPERTY IS BELOW THE BASE FLOOD PLAIN ELEVATION AND WILL FLOOD FROM NATURAL CAUSES. THE PROPERTY IS NOT SUITABLE FOR HUMAN HABITATION AND SUCH USE IS EXPRESSLY FORBIDDEN AND WILL RESULT IN IMMEDIATE FORFEITURE OF THE LEASE RIGHT HEREIN GRANTED.

Lessee's use of the Property for the purposes herein stated is non-exclusive.

CONSIDERATION FOR USE

In consideration for such permission and authorization, Lessee will exercise due diligence in protecting the Property against damage or destruction by fire or causes other than flooding, and will properly maintain the Property and mow the grass on the with sufficient frequency to prevent said grass from attaining a height in excess of six (6) inches.

COUNTY'S RIGHTS PARAMOUNT

Notwithstanding any statement herein which might be interpreted otherwise, the County's rights in the Property remain paramount to those of Lessee, and the County may at any time enter upon the Property, flood or alter the Property to the extent the County deems necessary for executing powers or duties of the County. The County may refuse to permit planting or use of the property which the County considers detrimental to public welfare and the best interests of the County.

COMPLIANCE AND STANDARDS

Lessee shall comply with all state, federal, and local rules, regulations, ordinances, and statutes applicable to Lessee's use of the Property. Lessee will further comply with any existing deed restrictions and/or subdivision covenants.

TERM

The term of this Agreement is five (5) years, commencing on the date executed by the last party executing this Agreement. Either the County (through its governing body) or Lessee may terminate this Agreement at any time, with or without cause, upon giving ten (10) days prior written notice to the other party.

RESPONSIBILITY FOR EXPENSES AND PROPERTY TAXES

Lessee shall, at Lessee's sole cost and expense, pay all necessary expenses incident to Lessee's use of the Property. Lessee shall be responsible for paying any property taxes levied upon the premises and failure to pay same will be considered a breach of this agreement.

DISCLAIMER OF WARRANTY

The County makes no warranties to Lessee regarding the quality of the Property. Lessee has inspected and knows the condition and agrees to accept the property in its current condition and "AS IS." THE COUNTY WILL NOT MAINTAIN OR PROVIDE ANY REPAIRS FOR PRIVATE ROADS UPON WHICH ANY OF THE LEASED PROPERTIES ARE SITUATED.

Nothing herein shall be construed as creating any liability on the party of the County, its officials, director, servants, agents, employees, representatives, licensees, invitees, or other contractors.

NOTICES

Any notice required or permitted to be given by the County to Lessee hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed to Maintainer as follows: **Mike & Sandy Miller, 14946 Labelle Rd, Beaumont, TX 77705**.

Any notice required or permitted to be given by Lessee to County hereunder shall be given by certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows: County Judge, 4th Floor, Jefferson County Courthouse, 1149 Pearl St., Beaumont, TX 77701

SUCCESSORS AND ASSIGNS

Lessee shall not sub-lease or assign this Agreement or any of Lessee's rights or obligations hereunder without the prior express written permission of the County. Any attempted assignment in violation of this provision will be void and of no force or effect.

MODIFICATIONS AND INTERPRETATION

This instrument contains the entire Agreement by and between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument are of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals on COUNTY JUDGE

Mike & Sandy Miller, LESSEE

Attest:

Roxanne Acosta Hellberg, County Clerk



EXHIBIT "A"

RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS ASSOCIATED WITH MOWING AND MAINTAINING AND USING THE PROPERTY LOCATED AT 3452 Ballard Rd., Beaumont, TX 77705.

I FURTHER RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE JEFFERSON COUNTY, ITS DIRECTOR, OFFICIALS, SERVANTS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSEES, INVITEES, AND CONTRACTORS, FROM ALL CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION AS A RESULT OF ANY INJURY TO OR DEATH OF, MYSELF, MY FAMILY MEMBER(S), OR DAMAGE TO MY PROPERTY AS A RESULT OF ANY ACTS ARISING OUT OF MY PARTICIPATION AND ACTIVITY IN LEASING THIS PROPERTY OF JEFFERSON COUNTY WHICH IS LOCATED AT **3452 Ballard Rd., Beaumont, TX 77705** UNDER THE ATTACHED LEASE AGREEMENT BY AND BETWEEN JEFFERSON COUNTY AND **Mike & Sandy Miller**.

IT IS THE EXPRESS INTENTION OF THE COUNTY AND LESSEE THAT THIS AGREEMENT IS TO INDEMNIFY AND PROTECT THE COUNTY AND IS TO EXTEND TO ANY CAUSE OF ACTION OR INCIDENT WHERE NEGLIGENCE OR ANY OTHER RIGHT OF RECOVERY IS ALLEGED TO BE A DIRECT OR CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD PARTY HARM OR DAMAGE. LESSEE SHALL BE SOLELY RESPONSIBLE FOR OFFICERS. LESSEE. ITS DIRECTORS, EMPLOYEES, AGENTS. SERVANTS. REPRESENTATIVES, CONTRACTORS, INVITEES, LICENSEES AND FOR ANY OTHER PERSON WHO MAY BE ON THE PROPERTY WITH OR WITHOUT THE CONSENT OR PERMISSION OF LESSEE. LESSEE HOLDS AND SHALL HOLD THE COUNTY. ITS OFFICIALS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, LICENSEES, INVITEES AND CONTRACTORS HARMLESS FROM ANY CLAIM, DEMAND, LAWSUIT AND LIABILITY FOR ANY PROPERTY DAMAGES, INJURY, AND/OR DEATH SUFFERED BY ALL PERSONS ON THE PROPERTY.

andy Miller		
Signature ()		Date
Sandy Miller		
Printed Name		
14946 Labelle Rol Bont Address	Ty	20775
409-718-5504		

64/23

Telephone Number



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark Purchasing Agent

Date: July 5, 2023

Re: Disposal of Salvage Property – Computers & Equipment

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

Thank you.

	N N	
20	S.	

Jefferson County Surplus

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122/02/22		HHFR.IO2	DBZYG02	1KKLXV1	1KGNXV1	8XTDTR1	4GKMFQ1	4G6MFQ1	4G5MFQ1	4G7LFQ1	CXXL182	2ZMXRW1	5181P22	1MWWS52	537KXM2	5TV1V12	CXXK182	4QGGCY1	1KHMXV1	B2NMDZ1	2QBNQ22	1MWTS52	1TBNM02	2K70942	2K6Y942	2K6X942	2K6W942	2K6Z942	2647F42	HHDXJ02	3BH6JL1	1TBMM02	DLPKKH1	HHDVJ02	FXLCYV1	2648F42	8TGHTR1	94LCZ12	5172P22	5182P22	G10NV12	1KGMXV1		Serial #
Health & Welfare I	Unite Lay	Crime Lab	Sheriff's Dept	R&B PCT 1	Comm Supervision PA	Sheriff's Dept	County Clerk	County Clerk	County Clerk	County Clerk	SIM	Sheriff's Dept	Crim Dist Crt	JP PCT 2	Comm Supervision BT	R&B PCT 2	MIS	MIS	279Th Court	60th Court	Constable PCT 8	JP PCT 2	Sheriff's Dept	Environmental Control	Emergency Management	Crime Lab	Criminal Dist Court	Sheriff's Dept	317th District Court	Crime Lab	Narcotics	Emergency Management	[MIS		Health & Welfare II	Health & Welfare II	Maintenance BMT	Maintenance BMT		Department Assigned				
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25RT_34001	SIM	357613	Mation 12600	MIC
25BT-34221	SIM	389025	Motion J3500	SIM
25BT-34117	SIM	368058	Motion J3500	MIS
25BT-33775	MIS	327175	Motion J3500	MIS
			MISCELLANEOUS	
NKSO-33208	Narcotics			CIM
2581-34070	MIS		Wotion Laber Charging station	MIC
			MISCELLANEOUS	
3081-34826	UA	GZINDWZI		
NRSO-33545	Narcotics	C2NIC9301221032	Doll Attudo E6540	
59BT-33866	Sheriff's Dept	ZZSJC0335ZZ0043	Itronix GB8000	MIS
NRSO-32122	Narcotics	ZZGEG7200ZZ6983	Itronix GB XR-1	SIW
NRSO-33978	Narcotics	ZZSJC1035ZZ0027	Itronix GB8000	SIW
25BT-33860	Sheriff's Dept	1AKYA25997	Panasonic CF	SIW
NRSO-30914	Narcotics	ZZGEG7057ZZ2750	Itronix	SIM
NRSO-33424	Narcotics	9GKYA82047	Panasonic CF	SIM
NRSO-33427	Narcotics	9GKYA82221	Panasonic CF	MIS
59BT-33551	Sheriff's Dept	ZZSJC9301ZZ1028	Itronix GB XR-1	SIM
59BT-33550	Sheriff's Dept	ZZSJC9301ZZ1012	Itronix GB XR-1	SIM
59BT-33546	Sheriff's Dept	ZZSJC9301ZZ1031	Itronix GB XR-1	SIM
59BT-33549	Sheriff's Dept	ZZSJC9301ZZ1019	Itronix GB XR-1	SIM
59BT-33862	Sheriff's Dept	ZZSJC0292ZZ0039	Itronix GB8000	SIM
NRSO-33426	Narcotics	9GKYA82126	Panasonic CF	SIW
NRSO-33425	Narcotics	9GKYA82114	Panasonic CF	SIW
NRSO	Narcotics	9GKYA82124	Panasonic CF	SIM
NRSO-33422	Narcotics	9GKYA82111	Panasonic CF	SIW
59BT-33861	Sheriff's Dept	1AKYA25988	Panasonic CF	SIM
NRSO-33421	Narcotics	9GKYA82048	Panasonic CF	SIM
30BT-36030	DA	CHD48H2	Dell Latitude 5580	SIW
70RC-34508	Comm Supervision BT	3TOJKX1	Dell Latitude E6530 Laptop	SIM
30BT-36096	DA	G43N9H2	Dell Latitude 5580	SIM
65BT-35772	Constable PCT 1	6ITSA82401	Panasonic Toughbook	SIM
			LAPTOPS	
25BT-32334	Mis	40454251	Gateway E-6610D	SIM
59BT-30709	Sheriff's Dept	37234492	Gateway E-6610D	SIM
34BT-34576	60th Dist Crt	H1QK9Y1	Dell Optiplex	SIM
FORDPK-34296	Ford Park	2RY0XV1	Dell Optiplex 7010	SIM
FORDPK-34647	Ford Park	7C2HGY1	Dell Optiplex 7010	SIM
124-34642	Mosquito Control	J4RB8Z1	Dell Optipiex 7010	SIM
79PA-34979	Constable PCT 8	44Y9N22	Dell Optiplex 7010	SIM
59PA-34534	Comm Supervision PA	2QFH8Y1	Dell Optiplex 7010	SIM
113-34731	R&B PCT 3	FX83FZ1	Dell Optiplex 7010	SIM
113-34730	R&B PCT 3	FX84FZ1	Dell Optiplex 7010	SIM
113-34729	R&B PCT 3	FX92FZ1	Dell Optiplex 7010	SIM
113-33769	R&B PCT 3	DSG52P1	Dell Optiplex 780	SIM
63BT-36030	Juvenile Probation BMT	HB68HK2	Dell Optiplex 7040	SIW

SIM	Motion J3500	371704	DA	1 30BT-341
SIM	Lenovo Thinkpad Tablet 2		JP7	48MC-34342
				_
	PRINTERS			
SIM	HP DeskJet 1220c Printer	SG23C13022	R&B PCT 2	112-2666
SIM	Lexmark T652	7954BVL	JP 4	46HS-34152
SIM	Infoprint 1832	7932VPC	9 dF	47BT-33-
SIM	IBM 2390 Printer		County Clerk	14BT-28051
SIM	Lexmark T652		JP 7	48MC-34
SIM	Lexmark Forms Printer		JP 7	48MC-3654

Other misc broken, unusable, untagged monitors, printers, scanners

Approved by Commissioners' Court

DATE 715 2023	ATTEST DK OM					contact person: Danny Walker	SHERIFF-MARINE	SHERIFF-MARINE	SHERIFF-MARINE	SHERIFF-MARINE	SHERIFF-MARINE	SHERIFF-MARINE	contact person: Fran Lee			DEPARTMENT								
AND COUNTY ACTOR	山田 山田 山田 山田 山田 「 」 日 「 」 日 「 」 日 「 」 日 「 」 日 「 」 日 「 」 日 の の の の の の の の の の の の の の の の の の	2 MUSSIONER ON	- sociumultu,				PANASONIC CF LAPTOP	ITRONIX GB 8000 LAPTOP				DESCRIPTION OF PROPERTY												
VUV	XA me	> 7																						SERIAL NO.
	1						33526	33425	33423	33422	33861	33421	33424	33427	33551	33549	33550	33546	33549	33862		77001	10500	ASSET NO.

JEFFERSON COUNTY, TEXAS 1149 PEARL STREET BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

July 5, 2023

Jefferson County Courthouse 1149 Pearl St., 4th Floor Beaumont, Texas 77701



Office (409) 835-8442 Fax (409) 835-8628 vernon.plerce@jeffcotx.us

Vernon Pierce Jefferson County Commissioner Pct. #1

MEMORANDUM

- TO: Fran Lee, Auditing
- FROM: Pct. #1 Road and Bridge

DATE: 06/26/2023

RE: Funds Transfer

			 	1991 - J
Transfer				
from Acct. #	111-0102-431-30-80	Coverstone/Pre-Coat		\$ 1,280.
Transfer to				
Acct. #	111-0105-431-30-84	Minor Equipment	\$1,280.	

Transfer				**************************************
from Acct. #	111-0102-431-30-01	Asphalt		\$ 3,578.
Transfer to				
Acet. #	111-0105-431-30-84	Minor Equipment	\$3,578.	

This transfer request is to cover the purchase of a new commercial ice machine. See attached estimate.

Please put this on the agenda for next commissioner's court.

Thank you. Lori Pct. #1 Road and Bridge

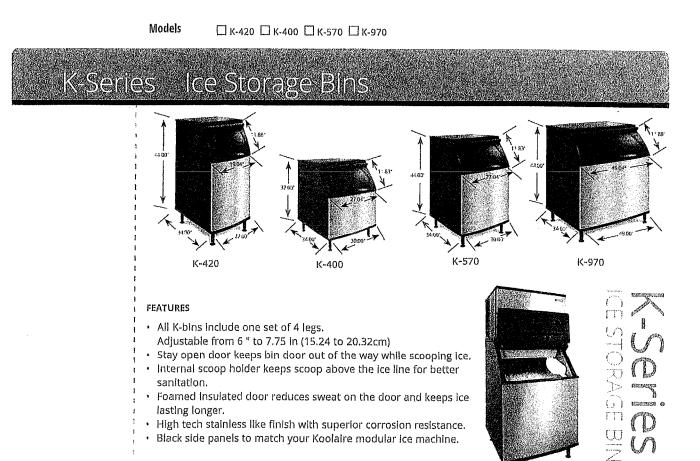


customer until customer is ready to take delivery. TACLA00110307E

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.tdir.texas.gov

Date: Acceptance:

Printed Name:



Pictured: Koolaire Kuber KT0700 series on a K570 bin

*Appil Capi	cation icity	A	017 IRI acity	***2018 AHRI Cubic Volume	BIN LEG OPTIONS
ibs.	kgs	lbs.	kgs		Order replaceme K00441, Optiona
383	174	310	141	12.9	ordering kit K00
365	166	290	132	12.3	WARRANTY
532	241	430	195	17.9	Bin & Accessorie
882	400	710	322	29.7	

ever ever the off off of the second
rder replacement adjustable legs 4" (10.16 cm) to 6" (15.24 cm) with kit 00441. Optional casters available 7.635" (19.37 cm) to 8.625" (21.1 cm) by rdering kit K00138. Casters cannot be used with K-420 bin.
ARRANTY
in & Accessories: 3 Year Parts & Labor

4BIN2-	(0.19). (ini. M	-1(010)	ATREK (Abia			NN≊040 FIRE6DI		HER
	lbs,	kg	300	420	400	500	700	1000	1700
K-420	383	174		٠					
K-400	365	166	٠	K00472	٠				
K-570	532	241	۰	K00472		æ	٠	ø	
K-970	882	400	K00470	K00473	K00470	K00470	K00470	K00470	•

Above dimensions include bin leg height of 6".

All bins include 82 oz white scoop part # 00011765

**Application Capacity is based on 90% of the volume x 33 lbs/ft3 average density of ice. Ice must be managed.
**2017 Approved AHRI capacity is based on 80% of the total volume x 30 lbs/ft3 average density of ice.

***2018 Approved AHRI measurement for bin capacity



2110 SOUTH 26TH ST | MANITOWOC, WI 54220 USA | 1-920-682-0161 [WWW.kool-aire.com]

CERTIFIED

NSI

438

Jefferson County Precinct #3

Memo

To:Fran Lee - AuditingFrom:Kimberly DoyleCC:Jeffery CollinsDate:June 27, 2023Re:Account Transfer

Please transfer from Account 113-0306-431-3099 \$1050.00 dollars

to account 113-0305-431-4054 phone to cover the cost of our cable.

If you have any questions please give me a call (409) 736-2851

Thank You

Kimberly Doyle Precinct #3 Precinct #3

SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT SLFRF FUNDS

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and <u>The City of China, Texas</u> (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$_____5,000,000.00_____ (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for

the Project. However, no such additional allocation is guaranteed.

D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment*. The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. Advance Payment. The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements*. Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. Reporting Requirements. The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as Exhibit B. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

- A. *Termination for Cause*. The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - 1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 - 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience*. This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. Termination for Withdrawal, Reduction, or Limitation of Funding. In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas Judge Jeff Branick – County Judge 1149 Pearl 4th Floor Beaumont, TX 77701 The City of China, Texas Matthew Lopez, Mayor PO Box 248 245 Broadway China, TX 77613

jeff.branick@jeffcotx.us

mayorofchina@chinatexas.net

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be

deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON Jeff Branicl

County Judge Jefferson County, Texas

1672023 Date

SUBRECIPIEN Matthew Lopez

Mayor The City of China, Texas

10-15-23 Date

ATTEST:

Boxanne Acosta-Hellberg County Clerk Jefferson County, Texas

2073 ٥

Date



ATTEST:

Dawn Matte City Secretary The City of China, Texas

6-15-27

Date

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

City of China, Texas

Subrecipient Primary Contact

Name: Matthew LopezTitle: MayorEmail: mayorofchina@chinatexas.netPhone #: 409-752-5403

Subrecipient Unique Entity Identifier QHDLEPU8RA75

Project Name

Wastewater Treatment plant Improvements/expansion

Subrecipient Mailing Address

PO Box 248	8	
245 Broadw	vay	
China, TX '	77613	

Subrecipient Secondary Contact Name: Dawn Matte

Title: City Secretary

Email: citysecretary@chinatexas.net

Phone #: 709-752-5403

SLFRF Subaward Amount \$ 5.000.000.00

Project Physical Address

1854 S. Broadway (aka. 1854 S. China Rd)

Project Description

Phase II (JC ARPA Funds) of the proposed WWTP will be to construct a second treatment train with a proposed capacity of 0.25 MGD

Project Goals / Intended Outcomes

Reduce TPDES permit flow exceedences/enforcements from the TCEQ and eliminate fines and provide necessary increase in capacity to accommodate population growth and peak volume conditions.

Approved Activities / Scope of Work

1. Design and Engineering (including construction plan development, contract documents, and technical specifications)

- 2. Bidding, Project Management, Construction Engineering, and Construction Inspection
- 3. Permitting and Fees

4.	Operation and Maintenance (O&M) manual development
5.	General Construction Contract
6.	
7.	
8.	
9.	
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Jefferson County Approval & Date

Subrecipient Signature & Date (Z55)A

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients must be registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

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JEFFERSON COUNTY PURCHASING DIVISION Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

MEMORANDUM

To: Patrick Swain County Auditor

From: Deborah Clark Purchasing Agent

Date: June 28, 2023

Re: Purchasing Budget Amendment

I am requesting a transfer \$800.00 from 12010224191002 to 12010224154052. This is to add funds for the 2022-2023 Budget Year to cover additional postage cost.

I am requesting a transfer \$5000.00 from 12010224191002 to 12010224155001. This is to add funds for the 2022-2023 Budget Year to cover additional advertising cost.

Thank you for your attention to this matter.

TxDOT:				NBI Structure #	20-124-0-AA03-36-002	
CCSJ # AFA ID Z00006025			Z000006025	Federal Highway Administration:		
AFA CSJs	0920	920-38-287		CFDA No.	20.205	
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction	
Project Nar	Project Name CR 336 (Erie St) @ LNV/		LNVA Canal	AFA N	lot Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Bridge Replacement or Rehabilitation Projects Where the LG Match Contribution is Waived Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the <u>County of Jefferson</u>, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns one or more bridges on a public road or street located at <u>Erie Street at LNVA Canal</u>, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number <u>116073</u>, dated <u>August 31, 2021</u>; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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AFA CSJs	0920	-38-287		CFDA No.	20.205		
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction		
Project Nar	Project Name CR 336 (Erie St) @ LN		LNVA Canal	AFA N	lot Used For Research & Development		

AGREEMENT

1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- **B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- **C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- **D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

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AFA CSJs	0920)-38-287		CFDA No.	20.205		
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction		
Project Name CR 336 (Erie St) @ LNVA Canal		LNVA Canal	AFA N	lot Used For Research & Development			

6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- **B.** The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- **A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- **B.** Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- **C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- **D.** The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

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establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- **B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- **B.** Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- **C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost

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resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- **E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- **F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- **G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- **K.** The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation , and any additional requested work by the LG

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above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- **O.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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- 14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)
 - A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State:	Director, Bridge Division Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701
Local Government:	<u>Michelle Falgout, P.E.</u> <u>Jefferson County</u> <u>1149 Pearl Street, 5th Floor</u> Beaumont, TX 77701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

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access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- **B.** Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **C.** Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the contract until the Local Government complies and/or

2. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

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and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

25. Disadvantaged Business Enterprise (DBE) Program Requirements

- **A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- **B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- **C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

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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 DOTassisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

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CCSJ #		AFA ID	Z000006025	Federal Highwa	ay Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205	
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction	
Project Name		CR 336 (Erie St) @ LNVA Canal		AFA I	AFA Not Used For Research & Development	

certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <u>http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf</u> and <u>http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf</u>.
- **B.** The Local Government agrees that it shall:
 - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://sam.gov/SAM/pages/public/index.jsf;
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <u>http://fedgov.dnb.com/webform</u>; and
 - 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highwa	y Administration:
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name		CR 336 (Erie St) @ LNVA Canal		AFA N	lot Used For Research & Development

31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- **C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY ____."
- **D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- **C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- **F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- **G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

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TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highwa	y Administration:
AFA CSJs	0920	0920-38-287		CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name		CR 336 (Erie St) @ LNVA Canal		AFA Not Used For Research & Development	

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ # AFA ID Z000006025		Federal Highway Administration:			
AFA CSJs	0920	0920-38-287		CFDA No.	20.205
District #	20	0 Code Chart 64# 50124		CFDA Title	Highway Planning and Construction
Project Name CR 336 (Erie St) @ LNVA Canal		AFA N	lot Used For Research & Development		

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Graham Bettis, P.E. Bridge Division Director Texas Department of Transportation

Date

0920-38-287

20

TXDOT:

CCSJ #

AFA CSJs

District #

Project Name

ATTACHMENT A PROJECT LOCATION MAP

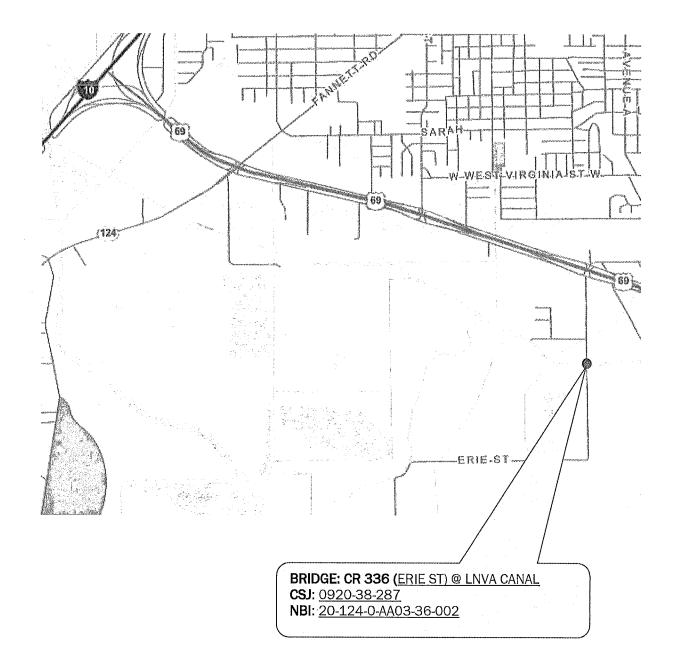
Z000006025

50124

AFA ID

CR 336 (Erie St) @ LNVA Canal

Code Chart 64#



Bridge AFA Bridge Division

Attachment A

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ # AFA ID Z00006025			Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287		CFDA No.	20.205	
District #	20	Code Chart 64# 50124		CFDA Title	Highway Planning and Construction
Project Name CR 336 (Erie St) @ LNVA Canal		LNVA Canal	AFA N	lot Used For Research & Development	

ATTACHMENT B ** LIST OF DISTRICT ENGINEER APPROVED EQUIVALENT-MATCH PROJECTS

Location (and structure	On School Bus	Historic Bridge?	Description of Structural or Safety	Estimated Cost	
identification number, if applicable)	Route? (Yes/No)	(Yes/No)	Improvement Work	0001	
N/A	N/A	N/A	N/A	N/A	
· · · · · · · · · · · · · · · · · · ·					
Total				N/A	
EMP work credited to t				N/A	
Balance of EMP work a	available to a	ssociated I	PWPs	N/A	
Associated PWPs CSJ	S		Amount to be Credited to Associated PWPs		
N/A		N	/A		

*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

**This attachment not applicable for non-PWPs.

TxDOT:					NBI Structure #	20-124-0-AA03-36-002
CCSJ #			AFA ID	Z000006025	Federal Highw	ay Administration:
AFA CSJs	0920	-38-287		-	CFDA No.	20.205
District #	20	Code Cha	art 64#	50124	CFDA Title	Highway Planning and Construction
Project Name CR 336 (Erie St) @ LNVA Canal			AFA Not Used For Research & Development			

ATTACHMENT C ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government <u>Participation</u>
Preliminary Engineering (PE)	(1)\$250,000.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		\$0
Construction	\$1,000,000.00	
Engineering and Contingency (E&C)	\$ 160,000.00	
The Sum of Construction and E&C	(2)\$1,160,000.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT	-	\$0
Amount of Advance Funds Paid by Local Government *	-	\$0
Amount of Advance Funds to be Paid by Local Government *	-	\$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP	-	\$0
Total Project Direct Cost	(1+2)1,410,000.00	
*Credited Against Local Government Part	icipation Amount	
If this Project is to be a PWP, Amount of I	EMP Work Being Credited	to this PWP as Shown

on Attachment B. _____\$0____

TXDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ # AFA ID Z00006025			Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	20 Code Chart 64# 50124		CFDA Title	Highway Planning and Construction
Project Name CR 336 (Erie St) @ LNVA Canal		AFA N	AFA Not Used For Research & Development		

ATTACHMENT D RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

The State of Texas County of <u>Jefferson</u>

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, <u>(County of Jefferson)</u>, hereinafter referred to as the Local Government owns bridges located at <u>(CR 336 (Erie St) at LNVA Canal)</u>, National Bridge Inventory (NBI) Structure Number <u>(20-124-0-AA03-36-002)</u>, State Control-Section-Job (CSJ) Number <u>(0920-38-287)</u>; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number (116073). Dated (August 31, 2021); and

WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

WHEREAS, the typical estimated local match fund participation requirement for federallyeligible items of work is waived in full for <u>CSJ 0920-38-287</u>.

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The (______) is authorized to execute the agreement on behalf of the Local Government.

Approved this the ____day of _____, 20____.

Approved:

Name

Title Date:

		DocuSign
Certificate Of Completion		
Envelope Id: F5AA24760E5B439F8A2A534B53FBF	-C58 920-38-287 CR 336 (Erie St) @ LNVA Canal_2023-0	Status: Sent 6-27.docx
Source Envelope:		
Document Pages: 19	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Melissa McKague
AutoNav: Enabled		125 E, 11th Street
EnvelopeId Stamping: Enabled		Austin, TX 78701
Time Zone: (UTC-06:00) Central Time (US & Canac	la)	Melissa.McKague@txdot.gov IP Address: 204,64,21,232
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Storage Appliance Status: Connected	Pool: Texas Department of Transportation	Location: DocuSign
Signer Events	Signature	Timestamp
Jeff Branick, Jefferson County Judge	a banda an an an an an ann an ann an ann an	Sent: 6/28/2023 4:20:13 PM
Jeff.branick@jeffcotx.us		
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Michelle,falgout@jeffcotx.us	COPIED	
Security Level: Email, Account Authentication (Optional)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Patrick Swain, Jefferson County Auditor		Sent: 6/28/2023 4:20:14 PM
Patrick.swain@jeffcotx.us	COPIED	Viewed: 6/28/2023 4:53:37 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Discl	osure	

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

Required hardware and software

• Users accessing the internet behind a Proxy Server must enable	HTTP
1.1 settings via proxy connection	

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.

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UNITED STATES POSTAL SERVICE AUDITOR'S OFFICE		10.50	507764	10.50*

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ODP BUS	STATES POSTAL SERVICE SINESS SOLUTIONS, LLC CAPITAL SERVICES		5.26 375.88 73.96	507764 507849 507853	455.10*
COUNTY	CLERK				433.10
SIERRA	STATES POSTAL SERVICE SPRING WATER CO BT SINESS SOLUTIONS, LLC		$10.18 \\ 127.12 \\ 100.43 \\ 296.09$	507709 507764 507765 507849	E22 00*
COUNTY	JUDGE				533.82*
UNITED J.T. HA	IIE HOLMES		$\begin{array}{r} 425.00\\ 28.39\\ 500.00\\ 500.00\\ 500.00\\ 500.00\end{array}$	507748 507764 507785 507806 507822	1,953.39*
RISK MA	ANAGEMENT				
UNITED	STATES POSTAL SERVICE		12.18	507764	12.18*
	TREASURER				
_	STATES POSTAL SERVICE		153.71	507764	153.71*
	SING DEPARTMENT		1 00		
	STATES POSTAL SERVICE		1.08	507764	1.08*
	SERVICES		80.00	507722	
CROWN C MILLIMA	CASTLE INTERNATIONAL		1,939.38 3,250.00 520.00	507780 507789 507803	F 700 20+
DATA PR	ROCESSING				5,789.38*
	IPUTER CENTERS, INC. I WIRELESS		199.24 75.98	507756 507761	275.22*
VOTERS	REGISTRATION DEPT				
	STATES POSTAL SERVICE		165.42	507764	165.42*
	DNS DEPARTMENT				
	SPRING WATER CO BT		35.47	507765	35.47*
	T ATTORNEY				
UNITED TOMMY C	IPUTER CENTERS, INC. STATES POSTAL SERVICE COLEMAN DF OREGON JUDICIAL DEPARTMENT		72.52 201.37 83.77 7.25	507756 507764 507854 507863	
DISTRIC	CT CLERK				364.91*
UNITED FUNCTIC	STATES POSTAL SERVICE DN 4 LLC		280.31 570.00	507764 507816	850.31*
CRIMINA	AL DISTRICT COURT				000.01
EDWARD	B. GRIPON, M.D., P.A.		795.00	507714	795.00*
60TH DI	STRICT COURT				
	SPRING WATER CO BT DISTRICT COURT		52.95	507767	52.95*

PGM: GMCOMMV2 NAME	DATE 07-04-2023	AMOUNT	CHECK NO	PAGE: 3 . 476 TOTAL
MAME MITCHELL TEMPLETON		270.00	507833	. TOTAL
252ND DISTRICT COURT		270.00	507055	270.00*
UNITED STATES POSTAL SERVICE		25.26	507764	
279TH DISTRICT COURT				25.26*
A. MARK FAGGARD ANITA F. PROVO NATHAN REYNOLDS, JR. CHARLES ROJAS LANGSTON ADAMS JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. TONYA CONNELL TOUPS REAUD MORGAN & QUINN LLP BRITTANIE HOLMES WILLIAM FORD DISHMAN SHELANDER LAW OFFICE 317TH DISTRICT COURT		$\begin{array}{r} 975.00\\ 310.00\\ 330.00\\ 650.00\\ 100.2\\ 275.00\\ 2,210.00\\ 330.00\\ 110.00\\ 440.00\\ 550.00\\ 855.40\end{array}$	507707 507732 507733 507758 507776 507782 507784 507784 507781 507810 507840 507840	7,135.40*
JACK LAWRENCE TRACEY D. BURK ANITA F. PROVO KEVIN PAULA SEKALY PC KEVIN S. LAINE DONEANE E. BECKCOM JOEL WEBB VAZQUEZ RONALD PLESSALA WILLIAM FORD DISHMAN MATUSKA LAW FIRM ALISA BLANKENSHIP		$\begin{array}{r} 325.00\\ 57.40\\ 1,460.00\\ 325.00\\ 220.00\\ 220.00\\ 1,050.00\\ 330.00\\ 325.00\\ 1,266.80\end{array}$	507696 507700 507732 507739 507754 507772 507782 5077810 507812 507858	5,904.20*
JUSTICE COURT-PCT 1 PL 1				5,904.20*
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		58.66 730.46	507764 507849	789.12*
JUSTICE COURT-PCT 1 PL 2				109.12
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		$12.93 \\ 381.58$	507764 507849	368.65*
JUSTICE COURT-PCT 2				500.05
ODP BUSINESS SOLUTIONS, LLC		527.62	507849	527.62*
JUSTICE COURT-PCT 6				
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO BT		$17.86 \\ 32.47$	507764 507768	50.33*
JUSTICE COURT-PCT 7				50.55
PORT ARTHUR NEWS, INC. POSTMASTER AT&T ODP BUSINESS SOLUTIONS, LLC		174.002,520.0043.83203.66	507730 507731 507744 507849	2,941.49*
COUNTY COURT AT LAW NO.1				_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO BT		$\begin{array}{r} 2.54 \\ 127.90 \end{array}$	507764 507766	130.44*
COUNTY COURT AT LAW NO. 2				
A. MARK FAGGARD NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE LANGSTON ADAMS JOEL WEBB VAZQUEZ		250.00 250.00 1.61 300.00 300.00	507707 507733 507764 507776 507782	

PGM: GMCOMMV2	DATE 07-04-2023		a	PAGE: 4 . 477 TOTAL
NAME		AMOUNT	CHECK NO	.477 TOTAL
LAW OFFICE OF GILES R COLE & ASSOC		550.00	507838	1,651.61*
COUNTY COURT AT LAW NO. 3 A. MARK FAGGARD MSC SYSTEMS SIERRA SPRING WATER CO BT JOEL WEBB VAZQUEZ LAW OFFICES OF BREVIN JACKSON		300.00 3,424.90 41.96 350.00 350.00	507707 507753 507769 507782 507856	
COURT MASTER				4,466.86*
LAWRENCE E THORNE III KENT W JOHNS		3,761.88 1,000.00	507796 507799	4,761.88*
MEDIATION CENTER				1,,01.00
UNITED STATES POSTAL SERVICE		1.01	507764	1.01*
SHERIFF'S DEPARTMENT				
SAM'S WESTERN WEAR, INC. AT&T VERIZON WIRELESS UNITED STATES POSTAL SERVICE BEARCOM / KAY ELECTRONICS ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES BEAUMONT OCCUPATIONAL SERVICES		151.20293.703,461.991,710.37174.15686.23343.0034.95	507735 507744 507760 507764 507826 507849 507853 507855	6,855.59*
CRIME LABORATORY				0,055.59*
AGILENT TECHNOLOGIES FISHER SCIENTIFIC HENRY SCHEIN, INC. BAILEY'S HOUSE OF GUNS ODP BUSINESS SOLUTIONS, LLC		1,001.96 387.02 183.54 499.53 137.36	507697 507711 507737 507778 507849	2,209.41*
JAIL - NO. 2				2,209.41
A-1 RENTAL W.W. GRAINGER, INC. JACK BROOKS REGIONAL AIRPORT M&D SUPPLY OVERHEAD DOOR CO. AT&T ULINE SHIPPING SUPPLY SPECIALI LOWE'S HOME CENTERS, INC. BELT SOURCE WORLD FUEL SERVICES THOMSON REUTERS-WEST GALLS LLC CORRHEALTH PLLC TRINITY SERVICES GROUP INC RA LOCK SECURITY SOLUTIONS INC		365.00 909.75 1,225.53 9.32 651.65 1,100.259 123.29 175.295 2,541.355 3,219.64 539,039.04 555,366.63 1,032.21	507692 507713 507721 507724 507724 507750 507774 5077786 5077786 5077809 5077809 507813 507820 507820 507820 507820	10.075.504
JUVENILE PROBATION DEPT.			6	10,075.52*
FED EX TEXAS PROBATION ASSOCIATION VERIZON WIRELESS UNITED STATES POSTAL SERVICE LATRICIA COLEMAN		13.41525.0053.345.77415.27	507710 507746 507761 507764 507775	1,012.79*
JUVENILE DETENTION HOME				.,
BEN E KEITH COMPANY FLOWERS BAKING COMPANY OF HOUSTON		2,855.53 61.11	507781 507851	
CONSTABLE PCT 1				2,916.64*
VERIZON WIRELESS UNITED STATES POSTAL SERVICE CONSTABLE-PCT 2		227.94 17.92	507761 507764	245.86*

PGM:	GMCOMMV2 NAME	DATE 07-04-2023	AMOUNT	CHECK NO.	PAGE: 5 478 TOTAL
VERIZON	TRIBUTORS, INC. WIRELESS SINESS SOLUTIONS, LLC		455.74 113.97 159.99	507712 507761 507849	729.70*
CONSTAE	BLE-PCT 4				129.10
	J WIRELESS RKWEAR CO LLC		$113.97 \\ 429.65$	507761 507817	543.62*
CONSTAE	BLE-PCT 6				543.02"
VERIZON UNITED	I WIRELESS STATES POSTAL SERVICE		$\substack{113.97\\32.42}$	507761 507764	146 20*
CONSTAE	BLE PCT. 7				146.39*
AT&T VERIZON	J WIRELESS		43.83 113.97	507744 507761	157.80*
CONSTAE	BLE PCT. 8				137.00
VERIZON	J WIRELESS		113.97	507761	113.97*
COUNTY	MORGUE				113.97
	R'S MORTUARY INC C MEDICAL		20,625.00 75,480.00	507794 507825 9	6,105.00*
AGRICUL	JTURE EXTENSION SVC				0,105.00
TYLER F	TITZGERALD		204.28	507824	204.28*
HEALTH	AND WELFARE NO. 1				201.20
CLAYTON ENTERGY	I THOMPSON FUNERAL HOME		1,500.00 70.00	507703 507717	
MCKESSC UNITED	N MEDICAL-SURGICAL INC STATES POSTAL SERVICE SPRING WATER CO BT		628.00 90.14 64.42	507757 507764 507770	
HEALTH	AND WELFARE NO. 2				2,352.56*
PROCTOR	SPRING WATER CO BT R'S MORTUARY INC		70.00 43.83 34.96 1,500.00	507718 507744 507771 507795	
FUNCTIC	DN 4 LLC		599.00	507816	2,247.79*
	PRACTITIONER				
	ON MEDICAL-SURGICAL INC		2,100.02	507757	2,100.02*
ENVIRON AT&T	IMENTAL CONTROL		43.83	507744	
	IT MEDICAL SERVICES		15.05	507711	43.83*
	N WIRELESS		40.18	507761	
	ICY MANAGEMENT				40.18*
VERIZON	JWIRELESS		147.81	507762	
MAINTEN	JANCE-BEAUMONT				147.81*
ENTERGY AT&T			149.36 38,745.00 4,987.95 195.46	507701 507716 507744	
	R COMMUNICATIONS NANCE-PORT ARTHUR		195.46	507846 4	4,077.77*

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	NAME	07-04-2023	AMOUNT	CHECK NO.	479 TOTAL
CITY OF MOTION AT&T LOWE'S ALLIED CHARTEF	F PORT ARTHUR - WATER DEPT. INDUSTRIES, INC. HOME CENTERS, INC. ELECTRICAL SYSTEMS&SOLUTIONS COMMUNICATIONS S BUILDING SUPPLY		729.81 127.92 1,581.03 301.02 240.00 106.82	507702 507725 507744 507774 507792 507844	
PARKER '	'S BUILDING SUPPLY		106.82 13.98	507852	3,100.58*
MAINTEN	NANCE-MID COUNTY				_,
ENTERGY	Ζ		375.11	507716	375.11*
SERVICE	E CENTER				
SPIDLE HI-LINE J.K. CH THE MUE PHILPOI VIN'S E BUMPER MIGHTY SPANKY' ACTION ADVANCE SILSBEE	HEVROLET CO. FFLER SHOP FT MOTORS, INC. PAINT & BODY, INC.		$\begin{array}{c} 80.00\\ 2,761.93\\ 216.00\\ 1,157.41\\ 600.00\\ 470.52\\ 4,438.95\\ 516.11\\ 34.58\\ 150.00\\ 284.25\\ 243.72\\ 59.83\\ 140.00\\ \end{array}$	507694 507695 507720 507726 507728 507728 5077800 507804 507807 507808 507801 507811 507832	1,153.30* 7,190.98**
MOSQUIT	TO CONTROL FUND			82	7,190.98^^
M&D SUP SETZER ACE IMP CY-FAIF	HARDWARE, INC. AGEWEAR		125.83 27.87 35.50 39.95 77.96	507721 507724 507740 507741 507827 507852	393.22**
BREATH	ALCOHOL TESTING				393.22""
ALCOHOI	L TESTING ALLIANCE		400.00	507777	400.00**
SECURIT	TY FEE FUND				100.00
ALLIED	UNIVERSAL SECURITY SERVICES		8,634.13	507831	8,634.13**
ENVIRON	NMENTAL GRANTS/H20				0,001.10
DELL MA	ARKETING L.P.		201.59	507704	201.59**
JUVENII	LE PROB & DET. FUND				
	N WIRELESS		70.51	507761	70.51**
	ITY SUPERVISION FND				
UNITED JCCSC CHARTEF ODP BUS	N WIRELESS STATES POSTAL SERVICE R COMMUNICATIONS SINESS SOLUTIONS, LLC		32.5484.22142.00184.6920.08	507761 507764 507798 507845 507849	463.53**
	VICTIMS CLEARING.				
	LY PHELAN, P.C.		500.00	507784	500.00**
	FICER TRAINING GRT				
ODP BUS	LLS, INC. SINESS SOLUTIONS, LLC CLERK - RECORD MGT		72.49 359.99	507751 507849	432.48**
COUNTY	CUERN - RECURD MGI				

PGM: GMCOMMV2 NAME	DATE 07-04-2023	AMOUNT	PAG CHECK NO. ⁴⁸⁰	e: 7 _{TOTAL}
MANATRON INC		4,224.00	507787	
COUNTY RECORDS MANAGEMENT		_,	4,22	4.00**
UNITED STATES POSTAL SERVICE		.51	507764	
DEPUTY SHERIFF EDUCATION				.51**
CALIBRE PRESS NIAIA INC		$796.00 \\ 400.00$	507818 507859	6.00**
J.P. COURTROOM TECH. FUND			1,19	0.00
VERIZON WIRELESS		227.94	507761 22	7.94**
HOTEL OCCUPANCY TAX FUND			22	1.71
CITY OF BEAUMONT - WATER DEPT. ELLIS POTTERY CASH ADVANCE ACCOUNT SUTHERLAND LUMBER CO. ULINE SHIPPING SUPPLY SPECIALI COTTON CARGO CHAPMAN VENDING PLUMBING SOLUTIONS CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC		100.56241.801,030.70413.5424.00769.00216.53180.00130.6345.74	507701 507706 507722 507745 507750 507828 507839 507841 507843 507850	
AIRPORT FUND			3,15	2.50**
TEEX VERIZON WIRELESS UNITED STATES POSTAL SERVICE ADVANCE AUTO PARTS TITAN AVIATION FUELS CY-FAIR TIRE JM TEST SYSTEMS INC		$\begin{array}{r}1,500.00\\&37.99\\.60\\&319.05\\41,377.76\\2,163.95\\&360.00\end{array}$	507698 507761 507764 507808 507823 507827 507835	9.35**
SE TX EMP. BENEFIT POOL			45,75	9.35
EXPRESS SCRIPTS INC BAY BRIDGE ADMINISTRATORS LLC ROCKSTAR ACQUISITIONS CORP		132,813.49 193,155.77 8,854.00	507819 507836 507862	2 96**
SETEC FUND			334,82	3.20^^
INDUSTRIAL & COMMERCIAL MECHANICAL BEARCOM / KAY ELECTRONICS		3,593.55 43,480.50	507805 507826 47,07	4.05**
WORKER'S COMPENSATION FD				
JEFFERSON CTY - WORKERS COMP		10,040.85	507861 10,04	0.85**
LANGUAGE ACCESS FUND ANITA U SEPEDA RUBEN ZAPATA		$100.00 \\ 200.00$	507797 507857	
BRIC/FMA GRANT		200.00		0.00**
TIDAL BASIN GOVERNMENT CONSULTING		1,567.50	507834	
J C ASSISTANCE DISTRICT 4			1,56	7.50**
ENTERGY		9.27	507716	
GLO DISASTER RECOVERY				9.27**
DRAINAGE DISTRICT # 6 TEXAS DEPT OF TRANSPORTATION DE CORP CNTY & DIST COURT TECH FD		251,841.21 200,000.00 17,275.19	507705 507749 507837 469,11	6.40**
CINIT & DIDI COOKI IECH ED				

PGM: GMCOMMV2	DATE 07-04-2023		PAGE:	8
NAME	07-04-2023	AMOUNT	CHECK NO. ⁴⁸¹ TO	481 TAL
VERIZON WIRELESS		227.96	507761 227.9)6**
MARINE DIVISION			227.2	
JACK BROOKS REGIONAL AIRPORT RITTER @ HOME		413.85 159.59	507721 507734	
TND WORKWEAR CO LLC		64.95	507817 638.3	39**
SHERIFF - COMMISSARY				
TRINITY SERVICES GROUP INC		2,564.00	507829 2,564.(1,820,578.2)0** 24***

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AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Linde Reinvestment Zone facility in the Beaumont ETJ, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property located at 6145 Hwy 69 S., Beaumont, TX (mailing purposes only), Jefferson County, Texas 77705, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.)
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 31st day Of Januar, 2023.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

day of July Signed this . 2023. ATTEST initian and the **R. BRANICK** JEF DATE bunty Judge SON COUL SINEGAL COMMISSIO COMMISSIONER MICHAEL S Precinct No. 1 Precinct No. 3 Cary Erichson COMMISSIONER CARY ERICKSON COMMISSIONER EVERETTE D. ALFRED Precinct No. 2 Precinct No 4

BENCKENSTEIN & OXFORD, L.L.P.

Joshua C. Heinz

ATTORNEYS AT LAW 3535 CALDER AVENUE, SUITE 300 BEAUMONT, TEXAS 77706 PHONE: (409) 833-9182 FAX: (409) 833-8819

jheinz@benoxford.com

June 22, 2023

<u>Via Email</u> Jefferson Co. Commissioners Court c/o Hon. Jeff Branick, County Judge Jefferson County Courthouse 1001 Pearl St. Beaumont, Texas 77701

> Re: Jefferson Co. ESD No. 4 – Fiscal Year 2021-22 Audit Report B&O File No. 87102.

Dear Judge Branick and County Commissioners,

Enclosed please find a copy of Jefferson County Emergency Services District No. 4's annual audit report for the fiscal year ended September 30, 2022, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By:

JCH/jcr Enclosure

cc: <u>Via Email</u> Fred Jackson Sandra Melton, District Treasurer David Stacey, District Chief

Joshua C. Heinz

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ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2022

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 Annual Financial Report For The Year Ended SEPTEMBER 30, 2022

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We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2022 at a meeting of the Board of Commissioners held on the 19th day of June, 2023.

Board President

Board-Secretary Charle Roneun, UP

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INTRODUCTORY SECTION

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JEFFERSON COUNTY, TEXAS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Board of Commissioners

Jeffery Roebuck Charles Reneau Randy Walston Sandra Melton Robert Bordes David Stacey

President Vice President Secretary Treasurer Asst. Treasurer District Manager

Command Staff

Jeremy Hansen

Fire Chief

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FINANCIAL SECTION

J. R. Edwards & Associates, LLC Certified Public Accountants

June 16, 2023

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners Jefferson County Emergency Services District No. 4 Jefferson County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Jefferson County Emergency District # 4 (the "District") as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of September 30, 2022, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

> 1465 Cornerstone Court, Ste. A • Beaumont, TX 77706 Phone (409) 924-9100 • Fax (409) 924-0990

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4–9 and 24 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 16, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Q.R. Edwards & Associates, LLC

Beaumont, TX

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2022

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 4 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 11.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$2,260,511 at September 30, 2022, as compared to \$2,025,054 at September 30, 2021.
- During the year, the District's expenses were \$235,457 less than the \$735,331 generated in taxes and other revenues for governmental activities. This compares to last year when expenses were \$208,089 less than revenues.
- The general fund reported a fund balance this year of \$1,144,387. All is for unrestricted use by the District. The prior year fund balance was \$975,375 at year end.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2022

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

• Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 17-23 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 24 of this report.

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2022

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$2,260,511 at September 30, 2022. (See Table I)

Table I JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4 Net Position

	September 30, 2022	September 30, 2021		
Current and Other Assets	\$ 1,203,324	\$ 1,026,781		
Capital Assets	1,341,849	1,093,873		
Total Assets	2,545,173	2,120,654		
Long-term Liabilities	182,467	43,372		
Other Liabilities	102,195	52,228		
Total Liabilities	284,662	95,600		
Net Assets:				
Invested in Capital Assets Net of Related Debt	1,076,011	1,009,077		
Unrestricted	1,184,500	1,015,977		
Total Net Position	\$ 2,260,511	\$ 2,025,054		

A portion of the District's net position, \$1,076,011, reflects its investment in capital assets net of related debt. The District uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. The \$1,184,500 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The District's total revenues were \$735,331. For the current year most of the revenues resulted from property taxes levied. Miscellaneous revenues accounted for approximately 11 percent of total revenues.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$499,874. The net position of the District for the current year increased \$235,457 (see Table II on page 7 of this report).

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2022

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4 Changes in Net Position

	September 30, 2022	September 30, 2021
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	652,782	599,977
Miscellaneous	82,549	65,074
Total Revenue	735,331	665,051
Expenses:		
General government	360,123	265,623
Fire and emergency services	139,751	191,339
Total Expenses Governmental Activities	499,874	456,962
Increase (Decrease) in Net Assets	235,457	208,089
Net Assets - October 1 (Beginning)	2,025,054	1,816,965
Net Assets - September 30 (Ending)	\$ 2,260,511	\$ 2,025,054

GOVERNMENTAL ACTIVITIES

• Property tax rates were set at \$.076261 per \$100 valuation for M&O. The rate for 2022-2023 is set at \$.073806 per \$100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with financerelated legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There was one budget amendment for the 2021-2022 year and it was approved by the Commissioners.

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2022

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2022 the District had \$1,341,849 (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4 Capital Assets

Governmental Activities

	September 30, September 30, 2022 2021		
Buildings and Improvements	\$ 211,282	\$ 235,627	
Emergency equipment and vehicles	1,878,022	1,452,156	
Totals	2,089,304	1,687,783	
Less Accumulated Depreciation:			
Buildings and Improvements	(8,193)	(6,505)	
Emergency equipment and vehicles	(739,262)	(587,405)	
Total Accumulated Depreciation	(747,455)	(593,910)	
Net Capital Assets	\$ 1,341,849	\$ 1,093,873	

Long-Term Debt. At year-end, the District had \$265,838 in notes payable outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 4 Outstanding Debt

	Sep	September 30, 2022		September 30, 2021	
Governmental activities: Note Payable	\$	265,838	\$	84,795	
Total	\$	265,838	\$	84,795	

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

• The District's board adopted a balanced budget for the next fiscal year after giving consideration to the property tax assessed valuations and the level tax rate along with the needs of the District.

MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2022

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Jefferson County Emergency Services District No 4.

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BASIC FINANCIAL STATEMENTS

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

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STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2022

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,	Primary Government Governmental Actitivies
ASSETS	
Cash and cash equivalents	\$ 1,147,064
Taxes receivable - net of allowance	41,803
Other receivables	150
Prepaids	14,307
Capital assets:	
Buildings, property, and equipment, net	1,341,849
Total Assets	2,545,173
LIABILITIES	
Accounts payable	18,824
Non-current liabilities:	•
Due within one year	83,371
Due in more than one year	182,467
Total Liabilities	284,662
NET POSITION	
Net investment in capital assets	1,076,011
Unrestricted	1,184,500
Total Net Position	\$ 2,260,511

The accompanying notes are an integral part of this financial statement.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Functions / Programs Expenses			Progra ges for vices	am Revenues Operating Grants and Contributions		Net (Expense) Revenue and Changes in Net Position Primary Government Governmental Activities		
Governmental activities:								<u></u>
General government	\$	360,123	\$		\$: • 🖛 •	\$	(360,123)
Fire and emergency services		139,751	-	-	<u></u>			(139,751)
Total governmental activities		499,874		-		-		(499,874)
Total Primary Government	\$	499,874	\$	-	\$	-	\$	(499,874)
	-	erty taxes, pena		nd interes	st			652,782
		miscellaneous						82,549
	Tot	al general reve	enues					735,331
	Chan	ge in Net Posi	tion					235,457
	Ne	t Position-Beg	inning					2,025,054
	Ne	t Position - En	ding				\$	2,260,511

The accompanying notes are an integral part of this financial statement.

EXHIBIT B

BALANCE SHEET - GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2022

FOR THE TEAK ENDED SEPTEMBER 30, 2022	Total Governmental Funds
	General Fund
ASSETS:	
Cash and cash equivalents Property taxes receivable (net of allowances for doubtful accounts) Other receivables Prepaid items	\$ 1,147,064 41,803 150 14,307
TOTAL ASSETS	\$ 1,203,324
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	\$ 18,824
TOTAL LIABILITIES	18,824
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	40,113
TOTAL DEFERRED INFLOWS OF RESOURCES	40,113
FUND BALANCES:	
Unassigned Fund Balance	1,144,387
Total fund balances	1,144,387
TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	\$ 1,203,324

The accompanying notes are an integral part of this financial statement.

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4 RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2022	EXH	IIBIT C-1
Governmental fund balance as reported on the balance sheet for governmental funds.	\$	1,144,387
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		1,341,849
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.		(265,838)
Recognition of deferred revenue as revenue increases net position.		40,113
Total net position as reported on the Statement of Net Position for Governmental Activities.		2,260,511

The accompanying notes are an integral part of this financial statement.

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

EXBHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Total Governmental Funds
	General Fund
REVENUES	e (62.070
Property taxes, penalties and interest	\$ 653,270
Other miscellaneous	130,197
Total revenue	783,467
EXPENDITURES:	
Current:	
General government	139,751
Fire and emergency services	206,580
Capital outlay	449,166
Total expenditures	795,497
EXCESS (DEFICIENCY) OF REVENUES	
OVER (UNDER) EXPENDITURES	(12,030)
OTHER FINANCING SOURCES (USES)	
Issuance of debt	222,465
Principal payments on loan	(41,423)
Total other financing sources and	4
uses	181,042
NET CHANGE IN FUND BALANCES	169,012
FUND BALANCES - BEGINNING	975,375
FUND BALANCES - ENDING	\$ 1,144,387

The accompanying notes are an integral part of this financial statement.

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4	EXI	HIBIT D-1
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHAN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIE FOR THE YEAR ENDED SEPTEMBER 30, 2022		N .
Net change in fund balances - total governmental funds (Exhibit D)	\$	169,012
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Proceeds of sale of assets \$ (47,646)		
Capital Outlay, net of asset dispositions 449,166		
Depreciation (153,545)		247,975
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.		
Issuance of new debt		(222,465)
Principal payments on loan		41,423
Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues decreased by this amount in the current period.	·	(488)
Change in net position of governmental activities (Exhibit B)		235,457

The accompanying notes are an integral part of this financial statement.

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements of the Jefferson County Emergency Services District No. 4 (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standardsetting body for establishing governmental accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On May 11, 2013, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On May 11, 2013, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 4. The District was formed on June 10, 2013 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the Cheek Volunteer Fire Department and the Labelle-Fannett Volunteer Fire Department. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

NOTES TO FINANCIAL STATEMENTS SEPTEMBER 30, 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30th, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

NOTES TO FINANCIAL STATEMENTS SEPTEMBER 30, 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

F. Cash and Investments

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Shortterm investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

K. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

NOTES TO FINANCIAL STATEMENTS SEPTEMBER 30, 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

M.Implementation of New Standards

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 16, 2023, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was \$1,147,064 and the bank balance was \$1,149,181. At September 30, 2022, the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. The District's ending bank balance was \$1,149,181 as of September 30, 2022. Of this amount, \$500,000 was covered by FDIC insurance; the remainder was covered by \$974,648 of pledged securities held in the District's name, allowing the District to be collateralized.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Allison Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2022 was \$.079971 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2021 was \$837,062,092. Property taxes receivable for 2022 are \$41,803 net of allowance for doubtful accounts of \$17.915.

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2022 was as follows:

Governmental Activities	Beginning		Current Year				Ending		
	Bal	ance	Increases		De	ecreases	Balance		
Capital assets being depreciated:						*			
Buildings	\$2	35,627	\$	23,300	\$	(47,645)	\$	211,282	
Fire equipment and vehicles	1,4	52,156	425,866		-			1,878,022	
Total capital assets being						· · · · · · · · · · · · · · · · · · ·		· .	
depreciated:	1,6	87,783	449,166		(47,645)			2,089,304	
Less accumulated depreciation:	Less accumulated depreciation:								
Buildings		(6,505)		(1,688)		-		(8,193)	
Fire equipment and vehicles	(5	87,405)		(151,857)		-		(739,262)	
Total accumulated depreciation	(5	93,910)	(153,545)		-		(747,455)		
Total capital assets being									
depreciated, net	1,(93,873	<u>.</u>	295,621		(47,645)		1,341,849	
Governmental activities capital		•							
assets, net	<u>\$ 1,0</u>	93,873	<u> </u>	295,621	\$	(47,645)	\$	1,341,849	

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Fire and Emergency Services	\$ 153,545
Total Depreciation Expense - Governmental Activities	\$ 153,545

NOTE 5: LONG TERM DEBT

The District entered into a loan agreement for the purchase of a vehicle for fire and emergency services.

Long-term debt at September 30, 2022, is summarized as follows:

Date		Final	Annual		Οι	itstanding
Issued	Amount	Maturity	Installments	% Rate]	Balance
2019	200,000	2023	. 44,540	3.697%		43,373
2022	222,465	2027	48,424	2.890%		222,465
					\$	265,838

Interest on the loan shall be computed at a fixed rate as shown above for five years provided that such rate shall not exceed the highest lawful rate. This note may be prepaid in full according to the early redemption value on due date of the loan in years three and four as shown on the table below.

NOTE 5: LONG TERM DEBT, Continued

Annual requirements to maturity for the loan is as follows:

Year Ending							Early	Redemption		
September 30,	0, Principal Interest			nterest Total		Interest Total				Value
2023		83,371		7,597		90,968		N/A		
2024		43,708		4,716		48,424		N/A		
2025		44,957	•	3,467		48,424		93,605		
2026		46,242		2,182		48,424		47,335		
2027		47,560	<u></u>	864		48,424		N/A		
Total	\$	265,838	\$	12,313	\$	139,392	\$	140,940		

Changes in long-term liabilities

Long-term liability activity for the year ended September 30, 2022, was as follows:

	Beginning Balance Additions Reductions		Ending Balance	Due Within One Year	
Governmental activities: Contractual Obligations	-		-		-
Loans payable	84,796	222,465	41,423	265,838	83,371
Governmental activities Long-Term Liabilities	\$ 84,796	\$ 222,465	\$ 41,423	\$ 265,838	\$ 83,371

NOTE 6: OTHER INFORMATION

A. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

B. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

REQUIRED SUPPLEMENTARY INFORMATION

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Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL - GENERAL FUND FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts				Actual Amounts		Variance with Final Budget - Positive (Negative)	
	Original Final							
REVENUES								
Property taxes, penalties and interest	\$	672,000	\$	685,000	\$	653,270	\$	(31,730)
Other miscellaneous	-	61,600	<u> </u>	133,135		130,197		(2,938)
Total revenue	·	733,600	818,135		783,467		·	(34,668)
EXPENDITURES								
Current:								
General government		144,767		153,417		139,751		13,666
Fire and emergency services		848,859		845,709		206,580		639,129
Total expenditures	993,626		·	999,126		795,497	: <u> </u>	203,629
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES		(260,026)		(180,991)		(12,030)		168,961
OTHER FINANCING SOURCES (USES)								
Proceeds from loan		300,000		222,465		222,465		-
Principal payments on loan		(39,974)		(41,474)		(41,423)		51
Total other financing sources and uses		260,026		180,991		181,042		51
NET CHANGE IN FUND BALANCES		7		-		169,012		169,012
FUND BALANCES AT BEGINNING OF YEAR		975,375		975,375		975,375	· <u> </u>	
FUND BALANCE AT END OF YEAR		975,375		975,375		1,144,387	\$	169,012

The accompanying notes are an integral part of this financial statement.

EXHIBIT E

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COMPLIANCE SECTION

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J. R. Edwards & Associates, LLC Certified Public Accountants

June 16, 2023

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners Jefferson County Emergency Services District No. 4 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities, and the aggregate remaining fund information of Jefferson County Emergency Services District #4 (the District), as of and for the year ended September 30,2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 16, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

1465 Cornerstone Court, Ste. A • Beaumont, TX 77706 Phone (409) 924-9100 • Fax (409) 924-0990

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sincerely,

J.R. Edwards & Associates, LLC