

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 Karen J. Stewart, MBA, CTP Business Manager: Purchasing Agent

6550 Walden Rd., Beaumont, Texas 77707 Phone: 409-842-1818 Fax: 409-842-2729

LEGAL NOTICE Advertisement for Invitation for Bids

April 22, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Drainage District No. 6 Purchasing Department for IFB 20-006/KJS, Construction of a New Concrete Parking Lot for Jefferson County Drainage District No. 6. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage http://www.dd6.org/purchasing/bid-specs/bids.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and three (3) copies of their bid to the address shown below. Jefferson County Drainage District No. 6 does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 Boardroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Construction of a New Concrete Parking Lot

BID NO: IFB 20-006/KJS

DUE DATE: 2:00 PM, Thursday, May 7, 2020

MAIL OR DELIVER TO: Jefferson County Drainage District No. 6

Purchasing Department

6550 Walden Rd.

Beaumont, Texas 77707

Any questions relating to these requirements should be directed to Karen J. Stewart, Purchasing Agent, at 409-842-1818 or kstewart@dd6.org.

Jefferson County Drainage District No. 6 reserves the right to accept or reject any or all bids, to waive technicalities and to take whatever action is in the best interest of the District.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Honory Stewart

Karen J. Stewart, MBA, CTP Business Manager: Purchasing Agent Jefferson County Drainage District No. 6, Texas

Publish: Beaumont Enterprise April 22nd and 29th 2020

IFB 20-006/KJS

Construction of a New Concrete Parking Lot Bids due: 2:00PM CT, Thursday, May 7, 2020

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Bid Submissions:

Bidder is responsible for submitting:

- One (1) original bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

Additionally, Bidder must monitor the Jefferson County Drainage District No. 6 Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

https://www.dd6.org/purchasing/bid-specs/bids

Instructions to Bidders

1. Bid Submission

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

Jefferson County Drainage District No. 6 Purchasing Department 6550 Walden Rd.
Beaumont, TX 77707

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.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

All bids submitted in response to this invitation shall become the property of Jefferson County Drainage District No. 6 and will be a matter of public record available for review.

2. Bid Submissions during Time of Inclement Weather, Disaster, or Emergency

In case of inclement weather or any other unforeseen event causing the District to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the bid closing will automatically be postponed until the next business day that the District offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, The District 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 District 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 District reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal District processes, and bid submissions cannot be received by Jefferson County Drainage District No. 6 Purchasing Department's office by the exact time specified in the IFB and urgent District requirements preclude amendment to the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal District processes resume.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County Drainage District No. 6 is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. District Holidays 2020:

January 1 Wednesday New Year's

January 20 Monday Martin Luther King, Jr. Day

February 17 Monday President's Day
April 10 Friday Good Friday
May 25 Monday Memorial Day

July 3 Friday Independence Day

September 7 Monday Labor Day

November 11 Wednesday Veteran's Day

November 26 & 27 Thursday & Friday Thanksgiving

December 24 & 25 Thursday & Friday Christmas

January 1, 2021 Friday New Year's

6. 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 Drainage District No. 6 reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County Drainage District No. 6 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 District, 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 District'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.

8. 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 Drainage District No. 6 – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County Drainage District No. 6 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 Drainage District No. 6. Any bidder who is in default to Jefferson County Drainage District No. 6 at the time of submittal of the bid shall have that bid rejected. Jefferson County Drainage District No. 6 reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County Drainage District No. 6, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County Drainage District No. 6 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 Drainage District No. 6 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 Drainage District No. 6 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 Bidder, and/or to reject any or all bids. In the event the lowest dollar Bidder meeting specifications is not awarded a contract, Bidder may appear before the Board of Directors and present their case after officially notifying the Office of the Purchasing Agent of Bidder's intent to appear.

9. Contract

A response to an IFB is an offer to contract with Jefferson County Drainage District No. 6 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 Drainage District No. 6 Board of Directors, 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.

10. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County Drainage District No. 6 as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

11. 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.

12. 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 (www.dd6.org) 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.

13. 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. 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 District Purchasing Agent.

14. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 6'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 Drainage District No. 6 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 Drainage District No. 6 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.

15. 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.

16. Interpretation of Bid and/or Contract Documents

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

17. Currency

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

18. 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. LUMP SUM OR COST PLUS IS NOT ALLOWED.

19. Notice to Proceed/Purchase Order

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

20. Certification

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

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. 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.
- c. 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.

21. Definitions

"District" - Jefferson County Drainage District No. 6.

"Vendor" - The bidder whose proposal is accepted by Jefferson County Drainage District No. 6.

22. Historically Under-Utilized Business and Minority-Women Business Enterprise Participation

It is the desire of Jefferson County Drainage District No. 6 to increase the participation of Historically Under-utilized Business (HUB) including Minority (MBE) and women owned (WBE) businesses in its contracting and procurement programs. While the District does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

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 Drainage District No. 6 Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.
- 1.4 Withdrawal of Bids Prior to Bid 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 Drainage District No. 6 reserves the right to withdraw a request for bids before the opening date.
- **1.5 Withdrawal of Bids After Bid 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 Drainage District No. 6.
- 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 Drainage District No. 6 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 Drainage District No. 6.
- **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 Drainage District No. 6 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 Drainage District No. 6 reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County Drainage District No. 6 reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the District. Jefferson County Drainage District No. 6 reserves the right to award based upon individual line items, sections or total bid. MUST BE IN SYSTEM OF AWARDS MANAGEMENT AS ACTIVE AND NOT DEBARRED. CONTRACTOR MUST ENSURE REGISTRATION IS ACTIVE AT ALL TIMES. IT IS FREE TO REGISTER AT SAMS.GOV.
- 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 Data. If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. The District 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.

- **1.21 Bid Reproduction**. By submitting a bid, Bidder agrees to reproduction by the District, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.
- **1.22 Public Bid Opening**. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by The District. 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 7:00 a.m. to 4:00 p.m., Monday through Thursday, and 7:00 a.m. to 3:30 p.m. 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 after receipt of order (A.R.O.) shall be stated in the space, if provided, on the bid form.
- **2.5 Delivery Charges.** All delivery and freight charges, free on board (F.O.B.) destination shown on Jefferson County Drainage District No. 6 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 Drainage District No. 6. Instructions and training shall be at no additional cost to The District.
- **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 Drainage District No. 6 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 Drainage District No. 6 for any and all damages that may be assessed against The District.
- **2.11 Patents and Copyrights.** The successful vendor agrees to protect the District from claims involving infringements of patents and/or copyrights.

- 2.12 Samples, Demonstrations and Testing. At Jefferson County Drainage District No. 6'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 Drainage District No. 6. 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 District. 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 within the District 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 Drainage District No. 6 opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 2.15 Material Safety Data Sheets. Under the "Hazardous Communications Act," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.
- 2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for The District. 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 Drainage District No. 6 Purchasing Department and recommendation to Jefferson County Drainage District No. 6 Board of Directors. 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 Drainage District No. 6 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 Drainage District No. 6 Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The District 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 District 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 receipt and acceptance by The District 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 District.

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 Drainage District No. 6, shall constitute a contract equally binding between the successful bidder and Jefferson County Drainage District No. 6.
- 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 Drainage District No. 6. No change order will be binding unless signed by an authorized representative of The District and the vendor.

4.3 Termination

Termination for Cause. District may terminate the contract, by providing vendor seven (7) days' notice if the vendor:

- Repeatedly fails to supply necessary equipment, material, or properly skilled workers under this agreement;
- b. Breaches any obligations under this agreement;
- c. Disregards applicable laws, statutes ordinances, codes, rules and regulations;
- d. Intentionally damages District's assets;
- e. Repeatedly fails to perform its duties for the District; or
- f. Becomes insolvent or files an action for bankruptcy.

Termination for Convenience. District may terminate the contract, by providing bidder thirty (30) days' notice, in whole or, from time to time, in part if the District determines that a termination is in the District's best interest without cause.

Termination Activities. Upon receipt of written notice from the District of such termination, the bidder shall:

- a. Cease operations as directed by the District in the notice;
- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c. Except for Work directed to be performed prior to the effective date of termination stated in the notice, perform no further Work.

Termination Damages In the event of a Termination, the District reserves the right to award canceled contracts to the next lowest responsive bidder.

In the event of a Termination for Cause, the District reserves all its remedies in law or equity.

In the event of a Termination for Convenience, bidder will be entitled to reimbursement for work and materials actually performed and supplied, as mutually agreed upon by District and bidder. Bidder shall not be entitled to recover for unearned or anticipated work.

4.4 Conflict of Interest. Employees of the District 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 District without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

- 4.5 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County Drainage District No. 6 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 Drainage District No. 6 growing out of such injury or damages.
- **4.6 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.
- 4.7 Warranty. In addition to any warranty implied by fact or law, Seller warrants that the Goods will conform strictly to their description, drawings, specifications and approved samples, if any, will be new and free from all defects in material and workmanship and all defects due to design (other than the District's design) and will meet or exceed all performance criteria set forth in these specifications. Seller further guarantees and warrants that Seller has good title, free and clear of all liens, claims, security interests or encumbrances to all Goods furnished in the specifications. If these specifications include the performance of services by Seller, Seller warrants that such services shall be performed in accordance with the terms of the specifications and in a good and workmanlike manner. The District shall have the right to inspect and test any Goods before acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Seller shall pay the cost of inspecting and testing of rejected Goods and all transportation charges thereon. Upon request of the District, Seller, at its sole expense, shall, at District's sole option, repair, or replace all or any part of any Goods covered by these specifications which, in the District's opinion, proves, (a) within the earlier of one (1) year from the date the Goods are placed in operation or within eighteen (18) months from date of delivery, or (b) such longer period as may be specified, to be defective in design, materials or workmanship or otherwise not in conformance with the requirements of the specifications. Time is of the essence in modifying, replacing or repairing non-conforming items. If an Item is defective in design, materials or workmanship or otherwise not in conformance with the requirements of the specifications, then Seller shall be responsible under this warranty, at its expense, for all costs associated with removal, reinstallation, and, if necessary, transportation to and from Seller's plant or other place of repair. If these specifications involve the performance of services, then, upon request of the District, Seller, at its sole expense, shall re-perform the services covered by these specifications which prove, within one (1) year from the date the services are rendered, to fail to conform to the foregoing warranty. Alternatively, the District may require Seller to refund the purchase price of the non-conforming Goods.
- **4.8 Uniform Commercial Code**. The successful vendor and Jefferson County Drainage District No. 6 agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **4.9 Venue.** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in The District of Jefferson, Texas.
- **4.10** 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 Drainage District No. 6.
- **4.11 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. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

Applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

5.1 DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

a. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public. b. In the event of Contractor's breach of its performance obligations, the District shall have all rights and remedies against Contractor as provided by law.

5.2 TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the District so require, District may terminate the parties' Agreement, in whole or in part, for the convenience of the District. District shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by the District, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The District may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by the District.

5.3 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200-(C)

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. 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.
- c. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

5.4 DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

- Bacon-Davis Act: Applicable to construction or repair of public buildings or public works.
 see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- b. Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.
- c. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.
- d. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- e. A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

5.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

a. 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 halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

5.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

5.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

5.8 ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

5.9 DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.935).

- a. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.10 BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

5.11 PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

- In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - i. (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. (b) Meeting contract performance requirements; or
 - iii. (c) At a reasonable price.
- b. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at: http://www.epa.gov/cpg/products/htm.

5.12 AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) (L)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

5.13 ACCESS TO RECORDS (M)

- a. CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.
- CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. (3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

5.14 SEAL, LOGO AND FLAGS (N)

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

5.15 COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS (O)

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.16 NO OBLIGATION BY FEDERAL GOVERNMENT (P)

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

5.17 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (Q)

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

Bidder is responsible for submitting one (1) *original* bid to include a <u>completed copy</u> of this specifications packet <u>in its entirety</u>; and three (3) numbered bid *copies* to include <u>at a minimum</u> all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

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

The District shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to the District Board of Directors.

2. Vendor Registration: SAM (System for Award Management)

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

Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.

3. Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

FORM 1295 Exemptions: What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education

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

When submitting a bid or proposal to the District vendors will be required to submit both:

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 Drainage District No. 6 Purchasing Department.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

Jefferson County Drainage District No. 6 reserves the right to award this contract to more than one vendor at The District's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County Drainage District No. 6.

6. Payment

Jefferson County Drainage District No. 6 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 Drainage District No. 6 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 Drainage District No. 6.

Attention: Accounts Payable

6550 Walden Rd., Beaumont, TX 77707.

7. Usage Reports

Jefferson County Drainage District No. 6 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 Drainage District No. 6, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Indemnification/ Hold Harmless

Contractor agrees to RELEASE, DEFEND, INDEMNIFY, and HOLD HARMLESS District its officers, directors, employees, and agents, from and against any and all claims, losses and expenses, including, without limitation, all costs, demands, damages, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees, and causes of action of whatsoever nature or character, and further including, without limitation, any and all claims, losses and expenses for property damage, pollution, bodily injury, illness, disease, death, or loss of services, wages, consortium or society (the foregoing being herein individually and collectively referred to as "Claims, Losses and Expenses") directly or indirectly arising out of or related to bodily injury, illness, disease or death of, or damage to property of, Contractor, or its subcontractors, or its or their employees, in any way directly or indirectly, arising out of, or related to, the performance or subject matter of this Agreement or the ingress, egress, loading, or unloading of cargo or personnel, or any presence on any premises (whether land, building, vehicle, platform, aircraft, vessel or otherwise) owned, operated, chartered, leased, used, controlled or hired by District or Contractor or its subcontractors, and expressly including any sole or concurrent negligence, fault or strict liability (of whatever nature or character, preexisting conditions, and/or premises defects) of District or any other person or entity. The indemnity obligations set forth in this Section shall include any medical, compensation or other benefits paid by District in connection with employees of Contractor (or its subcontractors, if any) and shall apply even if the employee is determined to be the statutory or borrowed employee of District.

9. General Insurance Requirements

9.1. Commercial General Liability Limits:

Each Occurrence	\$1,000,000
Fire Damage to Rented Premises	\$ 100,000
Medical Expenses	\$ 5,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Comp/Ops Aggregate	\$2,000,000

9.2. Auto Liability Limits:

Combined Single Limits for \$1,000,000

Owned, Hired & Non-Owned

9.3. Umbrella Liability Limits:

Each Occurrence \$1,000,000
Aggregate \$1,000,000

9.4. Worker's Compensation Limits:

Workers' Compensation Statutory

Employer's Liability \$500,000/500,000/500,000

Prior to commencement of work, Vendor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.

Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.

Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.

Companies furnishing Temporary Personnel shall amend their Workers Compensation policy to include Alternate Employer Endorsement (Texas -- WC 000301) naming Jefferson County Drainage District No. 6.

Certificates shall document reasonable cancellation provisions to protect the interests of the District.

Coverage and Limits set forth above are minimum requirements and may be adjusted by the District to include higher limits and other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity.

10. Workers' Compensation Insurance

10.1 Definitions:

- 10.1.1 **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.
- 10.1.2 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 District.

- 10.1.3 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.
- 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.
- 10.3 The Contractor must provide a certificate of coverage to the District prior to being awarded the contract refer to Section 10.2 above.
- 10.4 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 District showing that coverage has been extended.
- 10.5 The Contractor shall obtain from each person providing services on a project, and provide to the District:
 - 10.5.1 A certificate of coverage, prior to that person beginning work on the project, so the District will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 10.5.2 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.
- 10.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 10.7 The Contractor shall notify the District 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.
- 10.8 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.
- 10.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 10.9.1 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.
 - 10.9.2 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.
 - 10.9.3 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.

- 10.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 10.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 10.9.4.2 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.
- 10.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 10.9.6 Notify the District 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
- 10.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 10.1. 10.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 10.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the District 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.
- 10.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the District 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 District.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent (e-mail: kstewart@dd6.org, Phone: 409-842-1818, regarding any questions or comments. Please reference bid number 20-006/KJS. In addition to the General Notes and Specifications, please see the attached Plans for the Construction of a New Concrete Parking Lot as well as the provided Building Standards.

General Notes and Specifications:

- 1. The Texas Standard Specifications 2014 for Construction and Maintenance of Highways, Street, and Bridges will govern all specifications not directly addressed in this document.
- 2. Direct attention to comply with all ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project. General Construction Permit may be obtained online at https://www.tceq.texas.gov/permitting/stormwater through TCEQ. A Notice to Proceed will not be issued until all Permits are submitted to the City of Beaumont Public Works-Engineering Department for review. This will not be paid for directly and will be considered subsidiary to various bid items.
- 3. 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 will not be paid for directly but considered subsidiary to various bid items. Erosion control logs are to be utilized at every inlet within the affected area of construction and should remain in place throughout the duration of construction. Contractor shall submit SW3P plan prior to the start of construction. This will not be paid for directly and will be considered subsidiary to various bid items.
- **4.** Storm water grading permit is required for this project and shall be filed by the contractor at the contractor's expense.
- **5.** Procure all the necessary city and/or county permits and licenses before the start of this project. Grading Permit may be obtained through DD6 Engineering Department. Operation hours are Monday to Friday 7:00AM to 4:00PM. This will not be paid for directly and will be considered subsidiary to various bid items.
- **6.** 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

AT&T Communications	Entergy Distribution	CenterPoint Energy Entex
555 Main - Room 20760	North 11th/ Street	6090 College
Beaumont, Texas 77701	Beaumont, Texas 77701	Beaumont, Texas 77707
(409) 839-1666	(409) 785-2136	(409) 860-7111
Ray Hillin	Brian Cross	Robert Young
Spectrum	City of Beaumont	City of Beaumont
602 N. Hwy 69	City Utilities	Public Works-Engineering
Nederland, Texas 77627	(409) 785-4720	(409) 880-3725
(409) 720-5565	Edward Brown	Molly Villarreal, P.E.

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 DD6.

Adam LaRive

- 7. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
- **8.** Allow DD6 & City 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.
- 9. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, or modified under this project. City forces will maintain the existing sections of roadway and its appurtenances not a part of this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. Any portion of roadway damaged by others shall be repaired by the contractor by force account.
- 10. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work. City 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.
- 11. All materials received or removed from the project are to access from DD6 approved route.
- **12.** Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.
- 13. Take reasonable measures to avoid the death of any migratory birds, their young or their eggs.
- **14.** 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

- **15.** The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall always be maintained by the contractor.
- 16. The contractor is to have an independent lab to sample all concrete and ACP and make and test all beams and cylinders in accordance with the test methods provided for under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the independent lab at least 48 hours in advance. If the Contractor schedules an independent lab for testing and cancels services, the contractor will be responsible for any charges that occur for cancellation.
- 17. 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 DD6. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- **18.** Material on hand will not be paid for.
- **19.** Prior to final acceptance, all new and existing structures and extensions shall be cleaned and free of debris and dirt and all outfall channels unobstructed. This work will not be paid for directly but will be considered subsidiary to the various bid items.

- **20.** 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 signpost back in accordance with the applicable standard sheets. This will not be paid for directly and will be considered subsidiary to various bid items.
- 21. Maintain adequate drainage throughout the limits of the project during all construction phases.
- 22. Upon approval, vary the governing slopes shown on the typical sections as necessary.
- **23.** Verify material quantities and dimensions prior to ordering materials.
- **24.** Roadway excavation and structural excavation computation and quantities will be available upon contractor's request.
- 25. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and benchmarks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
- **26.** 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.
- **27.** When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Texas M.U.T.C.D." manual.
- **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 DD6 and shall be considered as incidental to the various bid items in this project.
- **29.** Expansion Joints to be placed at the end of each curve radius and at intervals not to exceed 30 feet on straight sections and should at minimum align to match existing construction joints.
- **30.** Longitudinal Joints, construction Joints and Warp cuts shall be installed as shown on construction detail sheet and should at minimum match alignment of existing joints. Maximum spacing between joints not to exceed 30 feet.
- **31.** All joints in concrete pavement shall be sawed and sealed with a Class 5 Joint Sealant or polyurethane self-leveling sealant.
- **32.** Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.
- **33.** The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.
- **34.** Final surface courses are to be paved within four calendar days of paved level-up courses.
- **35.** Usual is defined as expected thickness of pavement.

36. ITEM 5: CONTROL OF WORK

36.1 Station the project prior to commencing work. Mark the stations every 100 feet. Maintain stationing throughout the duration of the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

37. ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

- 37.1 Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to DD6. Consider this work to be subsidiary to the various bid items of the contract.
- 37.2 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.

38. ITEM 8: PROSECUTION AND PROGRESS

- 38.1 Compute and charge calendar days in accordance with Article 8.3.1.4, "Standard Workweek" & Article 8.3.1.5, "Calendar Day".
- 38.2 Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

39. ITEM 9: MEASUREMENT AND PAYMENT

- 39.1 The Contractor shall submit all tickets, As-Built drawings and updated schedule with each pay request.
- 39.2 DD6 will withhold a 3% retainage from each pay request.

40. ITEM 100: PREPARING RIGHT OF WAY

- 40.1 Removal of existing trees shall be paid for according to Item 100, "Preparing ROW (STA)" for only those trees that are in direct conflict (2) with the limits of roadway construction as called out on the plans. Contractor to coordinate with DD6 on which trees are to be removed.
- 40.2 Heavy equipment rutting shall be graded to the existing terrain profile. Consider this work to be subsidiary to the various bid items of the contract.

41. ITEM 104: REMOVING CONCRETE

41.1 All concrete (sidewalks, driveways, slabs, pavement, etc.) will be saw cut full depth at the break back line. Saw cuts is not paid for directly but considered subsidiary to various bid items.

42. ITEM 110: EXCAVATION

- 42.1 Remove all the material from the excavation and clean the construction route by the end of each working day. No excavation will be allowed prior to removing all the excavated materials from the previous working day. There will be no direct payment for hauling of excess excavated material, and shall be considered subsidiary to the Item 104, Item 360 and Item 529.
- 42.2 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.

43. ITEM 132: EMBANKMENT

- 43.1 Use Type A material as selected backfill. Compaction method specified is Ordinary compaction.
- 43.2 Test embankment material used on the project for Liquid Limits at the rate of one test per 10,000 cubic yards or per total quantity less than 10,000 CY, unless otherwise directed. Only use material that passes the above tests.
- 43.3 Break salvaged base, if used for the embankment material, into small enough pieces to achieve the required density and to facilitate placing in the embankment. Obtain approval of the material before placing in the embankment.

44. ITEM 162: SODDING FOR EROSION CONTROL

- 44.1 Place St. Augustine block sod over graded areas as shown on the plans. (all disturbed areas not paved within the right-of-way)
- 44.2 Should areas of natural growth be deemed by the engineer to have sufficient cover, sodding in such areas shall be eliminated upon approval of the engineer.
- 44.3 The contractor shall maintain all sodded areas as shown on the plans by watering which will be paid for according to Item 168, "Vegetative Watering".

45. ITEM 360: CONCRETE PAVEMENT

45.1 Use Class-P mix (8-Inches Thick) for parking lot, driveway and access drive. Concrete finish will consist of a carpet drag and light Tine finish per Item 360.3.4.1 and Item 360.3.4.2.

46. ITEM 400: EXCAVATION AND BACKFILL FOR STRUCTURES

- 46.1 The removal of abandoned and unknown structures within project limits is not paid for directly, but is considered subsidiary to Item 423, Item 464 and Item 465.
- 46.2 Cement Stabilized Backfill shall consist of sand and cement only and shall consist of 3 sack of cement per Cubic Yard of sand. Cement Stabilized Backfill shall be mixed in a stationary plant of Pugmill type.
- 46.3 Cement Stabilized sand backfill shall be compacted in 6-inch lifts unless otherwise directed by the Engineer.

47. ITEM 465: Junction Boxes, Manholes, and Inlets

- 47.1 Grate Inlet shall be 3x3.
- 47.2 Item 400, Excavation and Backfill for Structures will not be paid for directly and shall be considered subsidiary to Item 465 and Item 496.
- 47.3 Cement Stabilized Backfill shall consist of sand and cement only and shall consist of 3 sack of cement per Cubic Yard of sand. Cement Stabilized Backfill shall be mixed in a stationary plant of Pugmill type.
- 47.4 Cement Stabilized sand backfill shall be compacted in 6-inch lifts unless otherwise directed by the Engineer.

48. ITEM 500: MOBILIZATION

48.1 Mobilization shall not exceed three (3) percent of the total construction items amount.

49. ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

- 49.1 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.
- 49.2 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.
- 49.3 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.
- 49.4 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.
- 49.5 Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- 49.6 Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- 49.7 Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- 49.8 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.

- 49.9 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.
- 49.10 Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- 49.11 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

- 49.12 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.
- 49.13 The Contractor shall submit an excel spreadsheet of streets and closure dates. Contact Antoinette Hardy, 72 hours in advance notice, with detours.
- 49.14 It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in advance.
- 49.15 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.
- 49.16 Use drums or vertical panels instead of cones as traffic control devices.
- 49.17 The Contractor shall submit to DD6 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.
- 49.18 Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

50. ITEM 585: RIDE QUALITY FOR PAVEMENT SURFACES

50.1 Use Surface Test Type A to evaluate ride quality of the travel lanes.

Bidder Information Form

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

Bid Name &	Number: <u>IFB 20-006/KJS,</u>	Construction of a New Concrete Parking L	<u>)t</u>
Bidder's Cor	npany/Business Name:		_
Bidder's TAX	(ID Number:		_
Contact Pers	son:	Title:	_
Phone Numb	er (with area code):		_
Alternate Ph	one Number if available (wit	th area code):	_
Fax Number	(with area code):		_
Email Addre	ss:		_
Mailing Addr	ess (Please provide a <u>phys</u>	ical address for bid bond return, if applicable):	
	Address		
	City, State, Zip Code		

OFFER TO CONTRACT

To Jefferson County Drainage District No. 6:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County Drainage District No. 6. We acknowledge receipt of the following amendment(s): I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder: For clarification of this offer, contact: Company Name Address Name City Zip Phone Fax State Signature of Person Authorized to Sign E-mail Printed Name

Acceptance of Offer

The Offer is hereby accepted for **Construction of a New Concrete Parking Lots** with Jefferson County Drainage District No 6.

The Contractor is now bound to sell the materials or services as described based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, addendum etc., and the Contractor's Offer as accepted by Jefferson County Drainage District No. 6.

This contract shall henceforth be referred to as Contract No. 20-006/KJS, Contract for Construction of a New Concrete Parking or Jefferson County Drainage District No 6.

The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the District Purchasing Agent.

Countersigned:		
	<u> </u>	
Joshua W. Allen, Sr. President – Board of Directors	Date	

Bid Form

		BASE BD ITEMS				
Item No.	Item Code	Description	Estimated Quantity	Unit	Unit Price	Total
100	6001	Prep Right-of-Way (Not to exceed \$1,500)	1	LS		\$ -
132	6001	Embankment (Final)(Ord. Comp.)(2'-Around Perimeter of Pavement)	263	CY		\$ -
162	6001	Sodding for Ersion Control (Limit 2'-Around Perimeter of Pavement)	263	SY		\$ -
168	6001	Vegetative Watering	1	MG		\$ -
360	6001	Concrete Pavement (8"-Class P)(Parking Lot)	5,234	SY		\$ -
360	6001	Concrete Pavement (8"-Class P)(Driveway)	909	SY		\$ -
360	6001	Concrete Pavement (8"-Class P)(ADA Sidewalk at 2%)	903	SY		\$ -
500	6001	Mobilization (Not to Exceed 3%)	1	LS		\$ -
529	6001	Concrete Curb (Ty-II) (6"-Class A) Pavement Perimeter	1,184	LF		\$ -
529	6001	Concrete Curb (Ty-II) (6"-Class A) Medians	771	LF		\$ -

		ALTERNATE BID ITEMS				
Item No.	Item Code	Description	Estimated Quantity	Unit	Unit Price	Total
100	6001	Prep Right-of-Way (Not to exceed \$5,000)	1	LS		\$ -
104	6022	Remove Concrete (Curb and Gutter Base & Subgrade)	464	LF		\$ -
247	6233	Flex Base (8") (Ty-D) (Gr-2) (DC) (Comp. In Place) (Base Course)	60	SY		\$ -
360	6001	Concrete Pavement (10"-Class P)(Arterial Road)	457.5	SY		\$ -
360	6001	Concrete Pavement (8"-Class P)(Access Driveway)	60	SY		\$ -
465	999	Junction Boxes Manholes and Inlets (Class C) (5') (Complete)	1	EA		\$ -
496	6002	Remove Structure (Junction Box,Manholes or Inlets)	1	EA		\$ -
502	6001	Barricades, Signs & Traffic Handling	1.0	EA		\$ -
506	6001	Construction Entrance (Install)	1.0	EA		\$ -
506	6002	Construction Entrance (Remove)	1.0	EA		\$ -
506	6003	Erosion Control-Silt Fence/Gutter Buddies/Ersion Control Logs	1.0	LS		\$ -
529	6001	Concrete Curb (Ty-II) (Class A)	254	LF		\$ -
666	6005	Refl Pav Mrk TY I (W) 8" (Sld)(100Mil)	100	LF		\$ -
666	6241	Pavement Sealer (Item 666-6005)	100	LF		\$ -
678	6005	Pavement Surface Prep (Item 666-6001)	100	LF		\$ -

AL	TERNA'	TE BID ITEMS CONTINUED DD6-Parking Lot Striping				
636	6001	Aluminum Handicap Sign w/Pole (Comp. In Place)	4	EA		\$ -
666	6001	Refl Pav Mrk TY I (Y) 4" (Sld)(100Mil)	2,260	LF		\$ -
666	6241	Pavement Sealer (Item 666-6001)	2,260	LF		\$ -
678	6001	Pavement Surface Prep (Item 666-6001)	2,260	LF		\$ -
666	6002	Refl Pav Mrk TY I (W) 12" (Sld)(100Mil)	28	LF		\$ -
666	6241	Pavement Sealer (Item 666-6002)	28	LF		\$ -
678	6002	Pavement Surface Prep (Item 666-6002)	28	LF		\$ -
666	6003	Refl Pav Mrk TY I (W) 12" (Sld)(100Mil)	4	EA		\$ -
666	6241	Pavement Sealer (Item 666-6003)	4	EA		\$ -
678	6003	Pavement Surface Prep (Item 666-6003)	4	EA		\$ -
666	6004	Refl Pav Mrk TY I (Y) (Med Nose)(100Mil)	6	EA		\$ -
666	6241	Pavement Sealer (Item 666-6004)	6	EA		\$ -
678	6003	Pavement Surface Prep (Item 666-6004)	6	EA		\$ -
666	6003	Refl Pav Mrk TY I (RED) 6" (Sld)(100Mil) (Fire Lane)	3,000	LF		\$ -
666	6241	Pavement Sealer (Item 666-6003)	3,000	LF		\$ -
678	6003	Pavement Surface Prep (Item 666-6003)	3,000	LF		\$ -
				I	BID TOTAL	\$ -

Acknowledgment of Addenda (if any):

Addendum 1	Date Received
Addendum 2	Date Received
Addendum 3	Date Received

Vendor References

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

	REFERENCE ONE
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Contract Period:	Scope of Work:
	REFERENCE TWO
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Contract Period:	Scope of Work:
	REFERENCE THREE
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Contract Period:	Scope of Work:

Signature Page

Telephone Number E-mail Address	Fax Number
City, State & Zip	Date Signed
Street & Mailing Address	Print Name
Bidder (Entity Name)	Signature
company, corporation, firm, partnership or inc any other bidder, and that the contents of this have not been communicated by the undersigned bidder or to any other person(s) engaged in the of this bid. And further, that neither the bidder the past six (6) months directly nor indirectly contents.	authorized to execute the contract, that this dividual has not prepared this bid in collusion with s bid as to prices, terms or conditions of said bid gned nor by any employee or agent to any other this type of business prior to the official opening er nor their employees nor agents have been for concerned in any pool or agreement or combination, nor to influence any person to bid or not to bid
prices are offered, at the price and upon the	epted, to furnish any and all items upon which terms and conditions contained in the Invitation ontract, and Specifications and all other items
This bid shall remain in effect for ninety (90) federal excise and state and local sales tax (e	days from bid opening and shall be exclusive of exempt).
Would bidder be willing to allow other govern awarded, under the same terms and condition	nmental entities to piggyback off this contract, if ns? Yes No
participate under the same terms and condit In the event any other entity participates, all shipped directly to the entity requiring suppl No. 6 shall not be held responsible for any	C.S., other governmental entities may wish to tions contained in this contract (i.e., piggyback). purchase orders will be issued directly from and lies/services. Jefferson County Drainage District orders placed, deliveries made or payment for Each entity reserves the right to determine their

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ				
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY				
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received				
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.					
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.					
Name of vendor who has a business relationship with local governmental entity.					
Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.) Name of local government officer about whom the information in this section is being discl	inally filed questionnaire was				
Name of Officer					
Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?					
Yes No					
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc					
C. Is the filer of this questionnaire employed by a corporation or other business entity wi government officer serves as an officer or director, or holds an ownership interest of one percentage.					
Yes No					
D. Describe each employment or business and family relationship with the local government	officer named in this section.				
4					
Signature of vendor doing business with the governmental entity	Date				

Adopted 8/7/2015

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder in awarded)		tilize	subcontractors/subconsul	tants in the fulfillment of this contract (if
subcontra complete bid. T Contracto participat	acting opposed by the Phis list of or/Consultion. The	porturime conta tant e Pri	nities, the following che Contractor/Consultant and hins the minimum effo when attempting to achie	Faith Effort" was made in soliciting HUBs for ecklist and supporting documentation shall be returned with the Prime Contractor/ Consultant's rts that should be put forth by the Prime ve or exceed the goals of HUB Subcontractor may extend his/her efforts in soliciting HUB pelow.
		Di	d the Prime Contractor/C	Consultant
□ Yes	□ No	1.	standards, divide the con	nd consistent with standard and prudent industry tract work into the smallest feasible portions, to Subcontractor participation?
□ Yes	□ No	2.		nable number of HUBs, allowing sufficient time of the planned work to be subcontracted?
□ Yes	□ No	3.	adequate information rega	genuinely interested in bidding on a subcontractor, arding the project (i.e., plans, specifications, scope trance requirements, and a point of contract within sultant's organization)?
□ Yes	□ No	4.	_	with interested HUBs, and not reject bids from est and responsive bidders?
☐ Yes	□ No	5.		s were rejected? Was a written rejection notice, ejection, provided to the rejected HUBs?
□ Yes	□ No	6.	If Prime Contractor/Con explain the reasons why	sultant has zero (0) HUB participation, please
If "No"				le any pertinent documentation with your bid. heet to answer the above questions.
Printe	ed Name of A	Autho	prized Representative	Signature
		Titl	e	Date

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconstawarded). Instructions for Prime Contractor/Consultant: the information below may be submitted after cont contract. Please submit one form for each HUB Suthe terms and conditions of your contract.	Bidde cract aw	r shall submit this for vard, but prior to begin	☐ Year m with the bid; nning performan	however,
Contractor Name:			HUB: 🛮 Yes	□ No
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with area code): _		
Project Title & No.:				
Prime Contract Amount: \$				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
Certifying Agency: ☐ Tx. Bldg & Procurement Comm.	□ Jef	ferson County ☐ Tx Ur	nified Certification	Prog.
Address: Street	City	State	Zip	
Phone (with area code):		Fax (with area code): _		
Proposed Subcontract Amount: \$		Percentage of Prime C	Contract:	%
Description of Subcontract Work to be Performed:			3	
Printed Name of Contractor Penrecentative Si	anature o	of Representative		to

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

Pre-Approval for Subcontractor Substitutions must be obtained from the District Purchasing Agent. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-842-2729

Signature of Representative

Bidder Shall Return Completed Form with Offer.

Date

Printed Name of HUB

PAGE 1 OF 4

This information must be submitted with your bid.

Direct Contractors			uup. 🗆 v	□ N:
Prime Contractor:				
HUB Status (Gender & Ethnicity):				
Address: Street		State	7:5	
	City		Zip	
Phone (with area code):		ax (with area code):		
Project Title & No.:		IFB/RFP No.:		
Total Contract: \$	Total H	HUB Subcontract(s):	_ \$	
Construction HUB Goals: 12.8% MBE::		<u>%</u> 12.6% WBE:		%
Sub-goals: 1.7 African-American, 9.7% Use these FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed and veri	goals as a guide t	o diversify.		
Use these FOR HUB OFFICE USE ONLY:	goals as a guide t	o diversify.		
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed and veri PART I. HUB SUCONTRACTOR DISCLOSU	goals as a guide t	o diversify.	Initials:	
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed and veri PART I. HUB SUCONTRACTOR DISCLOSU	goals as a guide t	nation Date:	Initials:	
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed and veri PART I. HUB SUCONTRACTOR DISCLOSU HUB Subcontractor Name:	goals as a guide t	nation Date:	Initials:	
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed and veri PART I. HUB SUCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Procureme Address:	goals as a guide t	nation Date:exas Unified Certifica	Initials:	
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed and veri PART I. HUB SUCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Procureme	goals as a guide t	nation Date:	Initials:	
Verification date HUB Program Office reviewed and verification date HUB Program Office reviewed and verification date HUB SUCONTRACTOR DISCLOSUMUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Procureme Address:	goals as a guide to goals aguide to goals	exas Unified Certifica	Initials:	
FOR HUB OFFICE USE ONLY: Verification date HUB Program Office reviewed and veri PART I. HUB SUCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Procureme Address: Street	goals as a guide to goals aguide to goals aguide to goals aguide to goals aguide to go	exas Unified Certifica	Initials:ation Prog.	

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet (Duplicate as Needed)

Address: Street City State Zip Contact person: Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Street City State Zip Contact person: Title: Phone (with area code): Fax (with area code): Title: Phone (with area code): Fax (with area code):	HUB Subcontractor Name:	
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog. Address: Street City State Zip Contact person:	HUB Status (Gender & Ethnicity):	
Street City State Zip Contact person:		
Contact person:	Address:	
Phone (with area code): Proposed Subcontract Amount: \$ Percentage of Prime Contract: Mub Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog. Address: Street City State Zip Contact person: Title: Phone (with area code): Fax (with area code): Percentage of Prime Contract: 96	Street	City State Zip
Proposed Subcontract Amount: \$ Percentage of Prime Contract: % Description of Subcontract Work to be Performed: HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog. Address: Street City State Zip Contact person: Title: Phone (with area code): Fax (with area code): Proposed Subcontract Amount: \$ Percentage of Prime Contract: %	Contact person:	Title:
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog. Address: Street City State Zip Contact person: Title: Phone (with area code): Fax (with area code): Proposed Subcontract Amount: \$ Percentage of Prime Contract: %	Phone (with area code):	Fax (with area code):
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:	Proposed Subcontract Amount: \$	Percentage of Prime Contract: %
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:	Description of Subcontract Work to be Performed:	
HUB Status (Gender & Ethnicity): Certifying Agency:		
Certifying Agency:		
Address: Street City State Zip Contact person: Title: Phone (with area code): Proposed Subcontract Amount: \$ Percentage of Prime Contract: %		
Street City State Zip Contact person: Title: Phone (with area code): Fax (with area code): Proposed Subcontract Amount: \$ Percentage of Prime Contract: % Proposed Subcontract Amount: \$ Percentage of Prime Contract: % Title:		_ , _
Phone (with area code): Proposed Subcontract Amount: \$ Percentage of Prime Contract: %	-	
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %	Contact person:	Title:
	Phone (with area code):	Fax (with area code):
Description of Subcontract Work to be Performed:	Proposed Subcontract Amount: \$	Percentage of Prime Contract: %
·	Description of Subcontract Work to be Performed:	
	·	

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

PAGE 3 OF 4 PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation. Our firm was unable to meet the HUB goals for this project for the following reasons: All subcontractors to be utilized are "Non-HUBs." (Complete Part III) HUBs were solicited but did not respond. HUBs solicited were not competitive. HUBs were unavailable for the following trade(s): Was the Jefferson County HUB Office contacted for assistance in locating HUBs? □No PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection. Subcontractor Name: Citv Zip State Contact person: _____ Title: _____ Phone (with area code): _____ Fax (with area code): _____ \$ Percentage of Prime Contract: % Proposed Subcontract Amount: 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:

PAGE 4 O	F 4
Subcontractor Name:	
Address:	
Street City	State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	Percentage of Prime Contract:
Description of Subcontract Work to be Performed:	
Subcontractor Name:	
Address:	
Street City	State Zip
Contact person:	Title:
Phone (with area code):	Fax (with area code):
Proposed Subcontract Amount: \$	Percentage of Prime Contract:
Description of Subcontract Work to be Performed:	
I hereby certify that I have read the <i>HUB Program Instructions a</i> this form, and attached any necessary support documents falsifying information on this document may result in my not recontract.	ation as required. I fully understand that intentionally
Name (print or type):	
Title:	
Signature:	
Date:	
E-mail address:	
Contact person that will be in charge of invoicing for this p	project:
Name (print or type):	
Title:	
Date:	
E-mail address:	

House Bill 89 Verification

I,, the undersigned representative of (company or business
(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, aft 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 Chapte 2270:
Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
Pursuant to Section 2270.001, 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 relation 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, corporatio partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company affiliate of those entities or business association that exist to make a profit.
Signature of Company Representative
Date
On this day of, 20, personally appeared
by me being duly sworn, did swear and confirm that the above is true and correct.
Notary SealNotary Signature

Bidder Shall Return Completed Form with Offer.

Date

Senate Bill 252 Certification

On this day, I, Karen J. Stewart, Purchasing Agent for Jefferson County Drainage District No. 6 Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name	
IFB/RFP/RFQ number	
Certification check performed by:	
Purchasing Representative	
Date	

Bid Affidavit

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF	COUNTY OF
BEFORE ME, the undersigned author	ority, a Notary Public in and for the State of,
on this day personally appeared	, who
on this day personally appeared	(name)
after being by me duly sworn, did de	
"l,	am a duly authorized officer of/agent
(name)	
(name of firm)	and have been duly authorized to execute the
foregoing on behalf of the said	
Torogoning on Domain or the bara	(name of firm)
bid. Further, I certify that the bidd or indirectly concerned in any po- services/commodities bid on, or to in	the same line of business prior to the official opening of this der is not now, nor has been for the past six (6) months, directly pol or agreement or combination, to control the price of a significant of the price of the same person or persons to bid or not to bid thereon."
Fax:	
bv:	Title:
by:(print name)	
Signature:	
SUBSCRIBED AND SWORN to before	ore me by the above-named on
	OII
this the day of	
	Notary Public in and for the State of
	life State Of

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6

PLANS FOR PROPOSED PARKING LOT

PROJECT:

PROPOSED PARKING LOT

LIMITS:

AS DEFINED IN PLANS

PROJECT LOCATION:

6550 WALDEN ROAD BMT, TEXAS

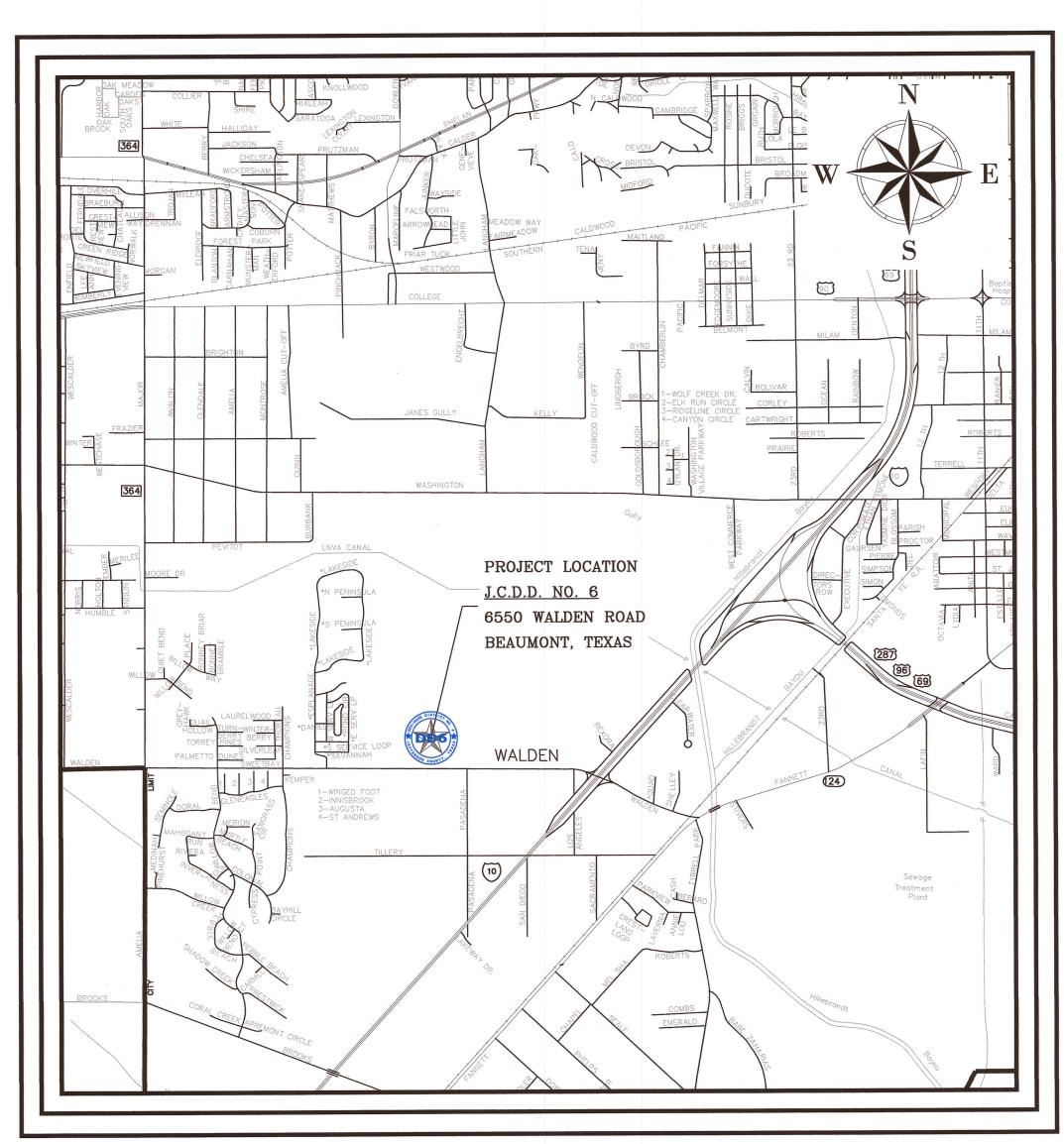
COUNTY:

JEFFERSON COUNTY

DESCRIPTION:

FOR THE CONSTRUCTION OF A NEW CONCRETE PARKING

LOT AND CONCRETE DRIVEWAY. ALTERNATE BID ITEMS WILL CONSIST OF DEMO AND CONSTRUCTING NEW TURN AROUND IN CITY OF BEAUMONT RIGHT OF WAY.



LOCATION MAP SCALE: NTS

PROJECT BEGAN (ACTUAL WORK BEGAN): T.B.D. PROJECT COMPLETED: T.B.D. PROJECT CONSTRUCTED & FINAL PLANS: T.B.D. FINAL CONSTRUCTION COST: TDLR INSPECTION REQUIRED: N.A. TDLR PROJECT #:



PRESIDENT:

JOUSHUA W. ALLEN, SR.

VICE PRESIDENT:

MIRIAM K. JOHNSON

SECRETARY:

CHARLES GUILLORY

DIRECTOR:

BERNIE DALEO

DIRECTOR:

TONY MALLEY



GENERAL MANAGER

DR. JOSEPH G. MAJDALANI, P.E.

HAROLD E. CROCHET, JR. PROJECT ENGINEER ASSISTANT

PREPARED BY:

04/21/2020 DATE



APPROVED BY: DOUG S. CANANT, P.E. No.71285, R.P.L.S. DISTRICT ENGINEER



GENERAL

SHEET NO. **DESCRIPTION** G-1TITLE SHEET

INDEX OF SHEETS G-2

G-3 to G-4GENERAL NOTES AND SPECIFICATIONS

G5 ESTIMATE & QUANTITIES

TRAFFIC CONTROL

SHEET NO. **DESCRIPTION**

*TCP-(2-5)-18 *TRAFFIC CONTROL PLAN LONG TERM LANE CLOSURES NOTE:

SEE SPECIFICATIONS BOOK FOR BARRICADE AND

MULTILANE CONVENTIONAL RDS. CONSTRUCTION GENERAL NOTES AND REQUIREMENTS.

* STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

PARKING LOT DETAILS

SHEET NO. **DESCRIPTION**

PKG-1 PROPOSED PARKING LOT PLAN & PROFILE

PKG-2

PROPOSED PARKING LOT JOINT & STRIPING LAYOUT

PKG-3 PROPOSED DRIVEWAY PLAN & PROFILE

PKG-4PROPOSED ACCESS DRIVEWAY

PKG-5PROPOSED WALDEN ROAD MODIFICATIONS

PKG-6 PROPOSED WALDEN ROAD JOINT REINFORCED CONCRETE PAVEMENT DETAILS

ENVIRONMENTAL

SHEET NO. **DESCRIPTION**

EC-1SWPPP AND FINAL GRADING PLAN

EC(1)-16*TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES - SILT FENCE

EC(3)-16*TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES - CONSTRUCTION EXITS EC(9)-16-1 to 3 *TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES - EROSION CONTROL LOGS

DOUG S. CANANT, P.E. No.71285, R.P.L.S. DISTRICT ENGINEER



LOT D6PROPOSED



SHEET NO.: G-2

DOUG S. CANANT, JR.
71285

SED

PROPO

General Notes and Specifications

- The Texas Standard Specifications 2014 will govern all specifications not directly addressed in this document.
- Direct attention to comply with all ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project. General Construction Permit may be obtained online at https://www.tceq.texas.gov/permitting/stormwater through TCEQ. A Notice to Proceed will not be issued until all Permits are submitted to the City of Beaumont Public Works-Engineering Department for review. This will not be paid for directly and will be considered subsidiary to various bid items.
- 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 will not be paid for directly but considered subsidiary to various bid items. Erosion control logs are to be utilized at every inlet within the affected area of construction and should remain in place throughout the duration of construction. Contractor shall submit SW3P plan prior to the start of construction. This will not be paid for directly and will be considered subsidiary to various bid items.
- Storm water grading permit is required for this project and shall be filed by the contractor at the contractor's expense.
- 5. Procure all the necessary city and/or county permits and licenses before the start of this project. Grading Permit may be obtained through DD6 Engineering Department. Operation hours are Monday to Friday 7:00AM to 4:00PM. This will not be paid for directly and will be considered subsidiary to various bid items.
- 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

AT&T Communications 555 Main - Room 20760 Beaumont, Texas 77701 839-1666 Ray Hillin

Nederland, Texas 77627

Spectrum

602 N. Hwy 69

(409) 720-5565

Adam LaRive

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

CenterPoint Energy Entex 6090 College Beaumont, Texas 77707 (409) 860-7111 Robert Young

City of Beaumont City of Beaumont City Utilities Public Works-Engineering (409) 880-3725 (409) 785-4720 Molly Villarreal, P.E. **Edward Brown**

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 DD6.

- 7. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
- Allow DD6 & City 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.
- Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, or modified under this project. City forces will maintain the existing sections of roadway and its appurtenances not a part of this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense. Any portion of roadway damaged by others shall be repaired by the contractor by force account.
- 10. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work. City 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.

- 11. All materials received or removed from the project are to access from DD6 approved route.
- Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.
- Take reasonable measures to avoid the death of any migratory birds, their young or their eggs.
- 14. 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 Wayne Series 900 Elgin White Wing Elgin Pelican Mobile TE-4

Truck Type -4 Wheel M-B Cruiser II Wayne Model 945 Mobile TE-3 Murphy 4042

- 15. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall be maintained by the contractor at all
- 16. The contractor is to have an independent lab to sample all concrete and ACP and make and test all beams and cylinders in accordance with the test methods provided for under the appropriate standard specifications for the various items. It is the responsibility of the Contractor to schedule testing with the independent lab atleast 48 hours in advance. If the Contractor schedules an independent lab for testing and cancels services, the contractor will be responsible for any charges that occur for cancellation.
- 17. 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 DD6. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
- 18. Material on hand will not be paid for.
- 19. Prior to final acceptance, all new and existing structures and extensions shall be cleaned and free of debris and dirt and all outfall channels unobstructed. This work will not be paid for directly but will be considered subsidiary to the various bid items.
- 20. 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. This will not be paid for directly and will be considered subsidiary to various bid items.
- Maintain adequate drainage throughout the limits of the project during all construction phases.
- 22. Upon approval, vary the governing slopes shown on the typical sections as necessary.
- 23. Verify material quantities and dimensions prior to ordering materials.
- 24. Roadway excavation and structural excavation computation and quantities will be available upon contractor's request
- The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
- 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.
- 27. When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Texas M.U.T.C.D." manual

- 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 DD6 and shall be considered as incidental to the various bid items in this project.
- 29. Expansion Joints to be placed at the end of each curve radius and at intervals not to exceed 30 feet on straight sections and should at minimum align to match existing construction joints.
- 30. Longitudinal Joints, construction Joints and Warp cuts shall be installed as shown on construction detail sheet and should at minimum match alignment of existing joints. Maximum spacing between joints not to exceed 30 feet.
- 31. All joints in concrete pavement shall be sawed and sealed with a Class 5 Joint Sealant or polyurethane self-leveling sealant.
- 32. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.
- 33. The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.
- 34. Final surface courses are to be paved within four calendar days of paved level-up courses.
- 35. Usual is defined as expected thickness of pavement.

ITEM 5: CONTROL OF WORK

1. Station the project prior to commencing work. Mark the stations every 100 feet. Maintain stationing throughout the duration of the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

- 1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property in accordance with article 7.7 of the standard specifications at no additional cost to DD6. Consider this work to be subsidiary to the various bid items of the contract.
- Maintain the roadway slope stability. Temporary retaining structures or shoring may be required. Before installing any proposed temporary retaining structures or shoring, secure written approval. Submit design calculations, working drawings and a plan of operations including sequencing. Maintaining slope stability is subsidiary to the various bid items.

ITEM 8: PROSECUTION AND PROGRESS

- 1. Compute and charge calendar days in accordance with Article 8.3.1.4, "Standard Workweek" & Article 8.3.1.5, "Calendar Day".
- Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with, or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

APPROVED BY:

DOUG S. CANANT, P.E. No.71285, R.P.L.S. DISTRICT ENGINEER

ITEM 100: PREPARING RIGHT OF WAY

- 1. Removal of existing trees shall be paid for according to Item 100, "Preparing ROW (STA)" for only those trees that are in direct conflict (2) with the limits of roadway construction as called out on the plans. Contractor to coordinate with DD6 on which trees are to be removed.
- 2. Heavy equipment rutting shall be graded to the existing terrain profile. Consider this work to be subsidiary to the various bid items of the contract.

ITEM 104: REMOVING CONCRETE

1. All concrete (sidewalks, driveways, slabs, pavement, etc.) will be saw cut full depth at the break back line. Saw cuts is not paid for directly but considered subsidiary to various bid items.

ITEM 110: EXCAVATION

- 1. Remove all the material from the excavation and clean the construction route by the end of each working day. No excavation will be allowed prior to removing all the excavated materials from the previous working day. There will be no direct payment for hauling of excess excavated material, and shall be considered subsidiary to the Item 104, Item 360 and Item 529.
- 2. 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.

ITEM 132: EMBANKMENT

- 1. Use Type A material as selected backfill. Compaction method specified is Ordinary compaction.
- 2. Test embankment material used on the project for Liquid Limits at the rate of one test per 10,000 cubic yards or per total quantity less than 10,000 CY, unless otherwise directed. Only use material that passes the above tests.
- 3. Break salvaged base, if used for the embankment material, into small enough pieces to achieve the required density and to facilitate placing in the embankment. Obtain approval of the material before placing in the embankment.

ITEM 162: SODDING FOR EROSION CONTROL

- 1. Place St. Augustine block sod over graded areas as shown on the plans. (all disturbed areas not paved within the right-of-way)
- 2. Should areas of natural growth be deemed by the engineer to have sufficient cover, sodding in such areas shall be eliminated upon approval of the engineer.
- 3. The contractor shall maintain all sodded areas as shown on the plans by watering which will be paid for according to Item 168, "Vegetative Watering".

ITEM 360: CONCRETE PAVEMENT

1. Use Class-P mix (8-Inches Thick) for parking lot, driveway and access drive. Concrete finish will consist of a carpet drag and light Tine finish per Item 360.3.4.1 and Item 360.3.4.2.

ITEM 400: EXCAVATION AND BACKFILL FOR STRUCTURES

- 1. The removal of abandoned and unknown structures within project limits is not paid for directly, but is considered subsidiary to Item 423, Item 464 and Item 465.
- 2. Cement Stabilized Backfill shall consist of sand and cement only and shall consist of 3 sack of cement per Cubic Yard of sand. Cement Stabilized Backfill shall be mixed in a stationary plant of Pugmill type.
- 3. Cement Stabilized sand backfill shall be compacted in 6-inch lifts unless otherwise directed by the Engineer.

ITEM 465: Junction Boxes, Manholes and Inlets

- Grate Inlet shall be 3x3.
- 2. Item 400, Excavation and Backfill for Structures, will not be paid for directly and shall be considered subsidiary to Item 465 and Item 496.
- 3. Cement Stabilized Backfill shall consist of sand and cement only and shall consist of 3 sack of cement per Cubic Yard of sand. Cement Stabilized Backfill shall be mixed in a stationary plant of Pugmill type.
- 4. Cement Stabilized sand backfill shall be compacted in 6-inch lifts unless otherwise directed by the Engineer.

ITEM 500: MOBILIZATION

1. Mobilization shall not exceed three (3) percent of the total construction items amount.

ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- 6. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- 7. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- 8. 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.
- 9. 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.
- 10. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
- 11. Galvanize steel supports if used. Aluminum posts, if used, shall meet the following minimum thickness requirements:

Minimum Thickness Square Feet Less Than 7.5 0.080 Inches 7.5 To 1.5 0.100 Inches Greater Than 1.5 0.125 Inches

12. 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.

- 13. The Contractor shall submit an excel spreadsheet of streets and closure dates. Contact Antoinette Hardy, 72 hours in advance notice, with detours.
- 14. It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in advance.
- 15. 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.
- 16. Use drums or vertical panels instead of cones as traffic control devices.
- 17. The Contractor shall submit to DD6 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.
- 18. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

ITEM 585: RIDE QUALITY FOR PAVEMENT SURFACES

APPROVED BY:

Use Surface Test Type A to evaluate ride quality of the travel lanes.

END OF SECTION

DOUG S. CANANT, P.E. No.71285, R.P.L.S. DISTRICT ENGINEER

0 SSON COUI DISTRICT WALDEN ROAD JEF

LOT

D6

PROPOSED

SHEET NO.: G-4

SHEET NO.: G-5

Item No.	Item Code	Description	Unit	Total
100	6001	Prep Right-of-Way (Not to exceed \$1,500)	LS	1
132	6001	Embankment (Final)(Ord. Comp.)(2'-Around Perimeter of Pavement)	CY	263
162	6001	Sodding for Ersion Control (Limit 2'-Around Perimeter of Pavement)	SY	263
168	6001	Vegetative Watering	MG	1
360	6001	Concrete Pavement (8"-Class P)(Parking Lot)	SY	5,234
360	6001	Concrete Pavement (8"-Class P)(Driveway)	SY	909
360	6001	Concrete Pavement (8"-Class P)(ADA Sidewalk at 2%)	SY	903
500	6001	Mobilization (Not to Exceed 3%)	LS	1
529	6001	Concrete Curb (Ty-II) (6"-Class A) Pavement Perimeter	LF	1,184
529	6001	Concrete Curb (Ty-II) (6"-Class A) Medians	LF	771

AlternateBid Items	AlternateBid Ite	ms
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Item No.	Item Code	Descri	iption	Unit	Estimated Quantity
		City of Beaumo	nt R.O.W.		
100	6001	rep Right-of-Way (Not to exceed \$	5,000)	LS	1
104	6022	emove Concrete (Curb and Gutter	r Base & Subgrade)	LF	464
247	6233	ex Base (8") (Ty-D) (Gr-2) (DC) (Comp. In Place) (Base Course)	SY	60
360	6001	oncrete Pavement (10"-Class P)(A	rterial Road)	SY	457.5
360	6001	oncrete Pavement (8"-Class P)(Ac	cess Driveway)	SY	60
465	999	nction Boxes Manholes and Inlets	(Class C) (5') (Complete)	EA	1
496	6002	emove Structure (Junction Box,M	anholes or Inlets)	EA	1
502	6001	rricades, Signs & Traffic Handlin	g	EA	1.0
506	6001	onstruction Entrance (Install)		EA	1.0
506	6002	onstruction Entrance (Remove)		EA	1.0
506	6003	osion Control-Silt Fence/Gutter B	uddies/Ersion Control Logs	LS	1.0
529	6001	oncrete Curb (Ty-II) (Class A)	5	LF	254
666	6005	efl Pav Mrk TY I (W) 8" (Skl)(100	M il)	LF	100
666	6241	vement Sealer (Item 666-6005)		LF	100
678	6005	vement Surface Prep (Item 666-6	001)	LF	100
		DD6-Parking Lo	——————————————————————————————————————		
636	6001	uminum Handicap Sign w/Pole (Co		EA	4
666	6001	efl Pav Mrk TY I (Y) 4" (Sld)(100N		LF	2,260
666	6241	vement Sealer (Item 666-6001)		LF	2,260
678	6001	vement Surface Prep (Item 666-6	001)	LF	2,260
666	6002	efl Pav Mrk TY I (W) 12" (Sld)(10		LF	28
666	6241	vement Sealer (Item 666-6002)		LF	28
678	6002	vement Surface Prep (Item 666-6	002)	LF	28
666	6003	efl Pav Mrk TY I (W) 12" (Sld)(10		EA	4
666	6241	vement Sealer (Item 666-6003)		EA	4
678	6003	vement Surface Prep (Item 666-6	003)	EA	4
666	6004	efl Pav Mrk TY I (Y) (Med Nose)(1		EA	6
666	6241	vement Sealer (Item 666-6004)		EA	6
678	6003	vement Surface Prep (Item 666-6	004)	EA	6
666	6003	efl Pav Mrk TY I (RED) 6" (Sld)(1		LF	3,000
666	6241	vement Sealer (Item 666-6003)		LF	3,000
678	6003	vement Surface Prep (Item 666-6	003)	LF	3,000

Posted Speed *	Formula		Minimur Desirable per Leng * *	е	Spaci Chann	Maximum ng of elizing ices	Minimum Sign Spacing "X"	Suggested Longitudinal Buffer Space
*		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent	Distance	"B" [*]
30		150'	165'	180'	30'	60'	120'	90'
35	$L = \frac{WS}{60}$	205'	225'	245'	35'	70'	160'	120'
40	00	265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	L=WS	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

		TYPICAL US	AGE	
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
			✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.

2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.

3. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew eposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other

channelizing devices may be substitutued for the Shadow Vehicle and TMA. 4. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those

shown in order to protect a wider work space. 5. The downstream taper is optional. When used, it should be 100 feet approximately per lane, with channelizing devices spaced at 20 feet.

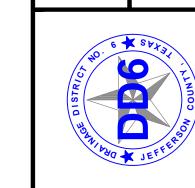
TCP (2-5a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic, with the

arrow board placed in the closed lane near the end of the merging

TCP (2-5b)

7. Conflicting pavement markings shall be removed for long—term projects.



Traffic Operations Division Standard

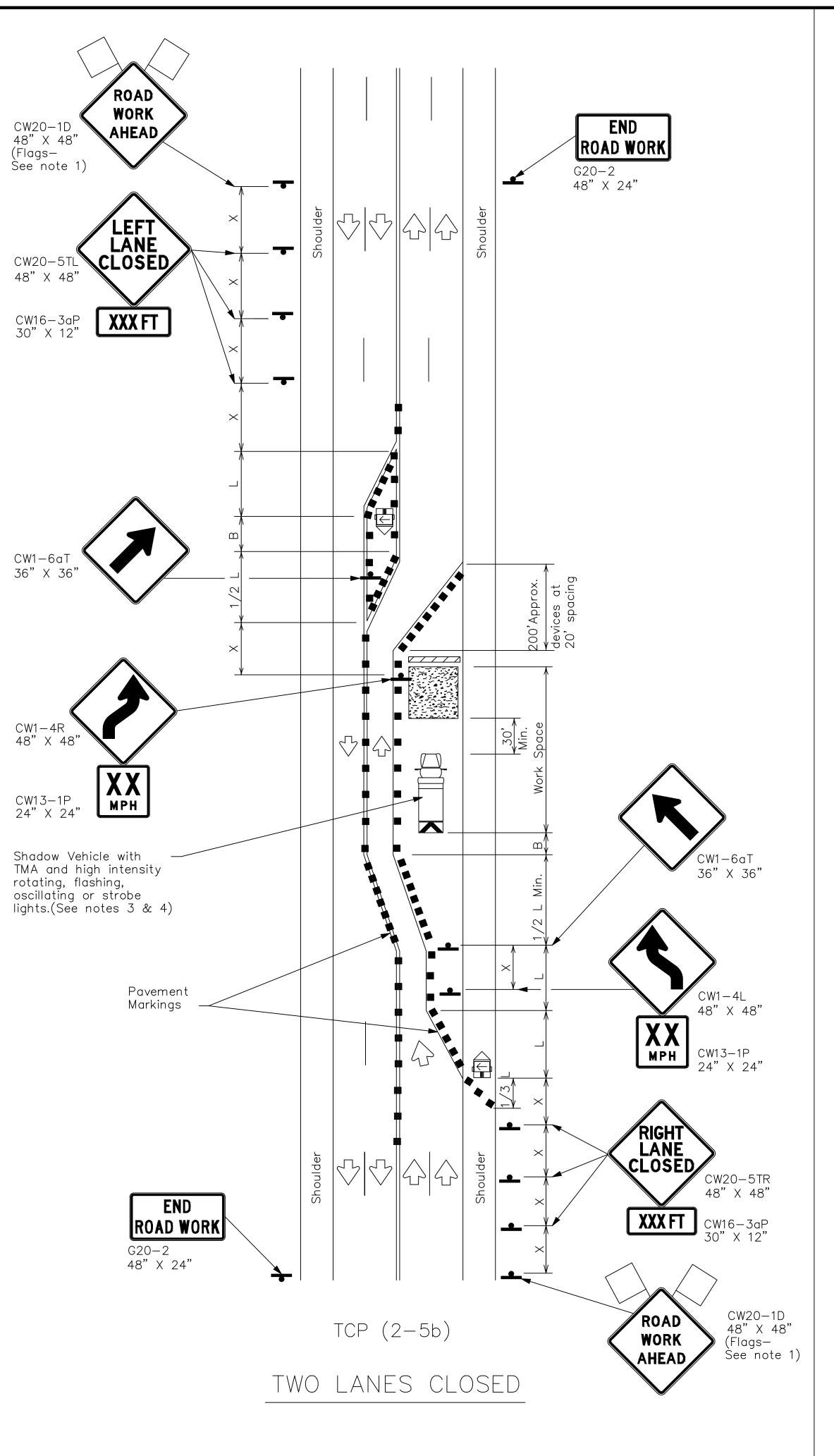


TRAFFIC CONTROL PLAN LONG TERM LANE CLOSURES MULTILANE CONVENTIONAL RDS.

TCP(2-5)-18

\					
FILE: tcp2-5-18.dgn	DN:		CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB		HIGHWAY
8-95 2-12 REVISIONS					
1-97 3-03	DIST		COUNTY		SHEET NO.
4-98 2-18					
[165]		-			

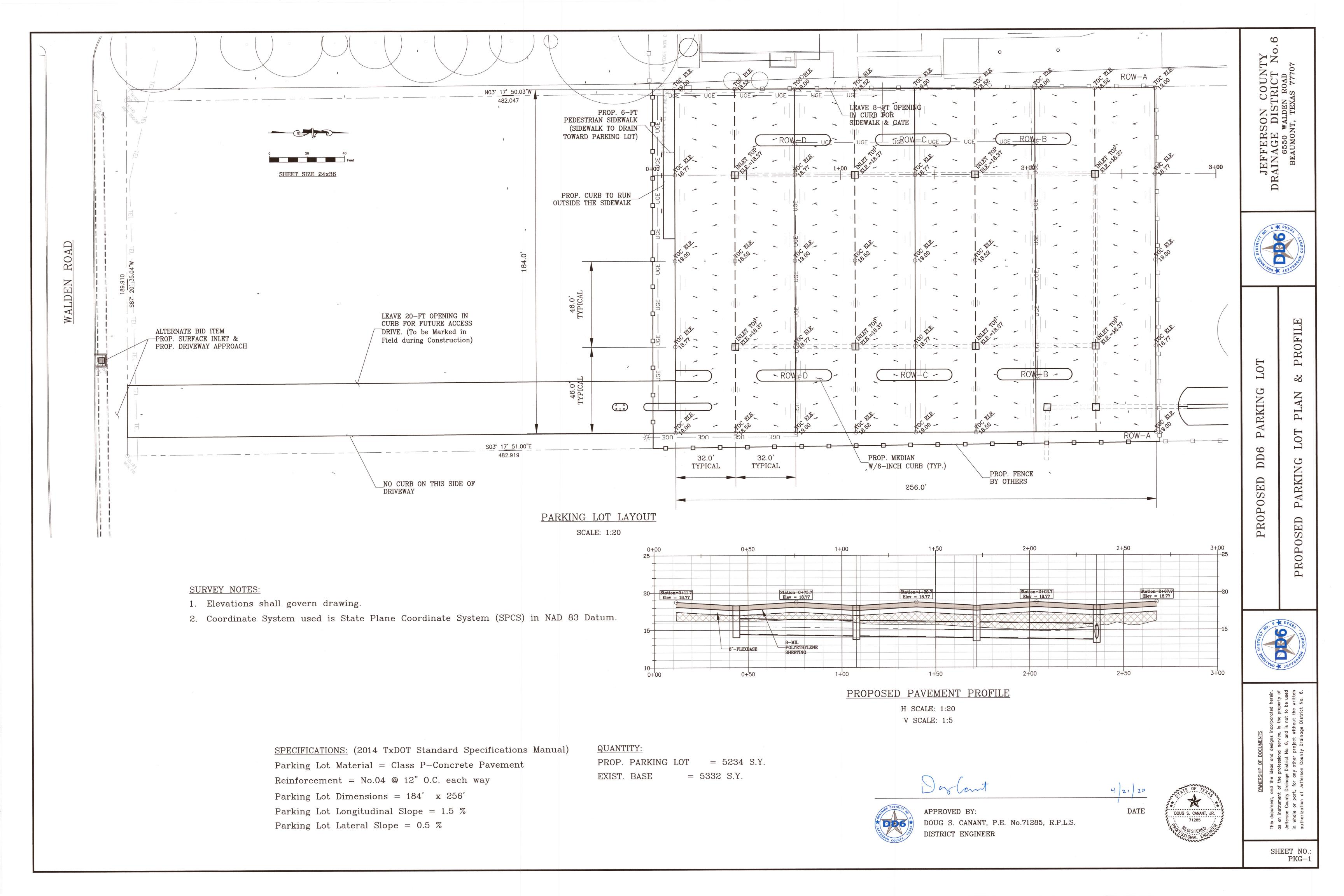
ROAD WORK AHEAD 48" X 48" (Flags- See note 1)	Shoulder			Shoulder	END ROAD WORK G20-2 48" X 24"
X for 50 MPH or less 3X for over 50 MPH					4pprox. Approx.
Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. (See notes 3 & 4) Pavement Markings				•	MIN. Work Space
					RIGHT LANE CLOSED CW20-5TR 48" X 48"
END ROAD WORK G20-2 48" X 24"	Shoulder			Shoulder	ROAD WORK AHEAD CW20-1D 48" X 48" (Flags- See note 1)
	01	TCP (SE[

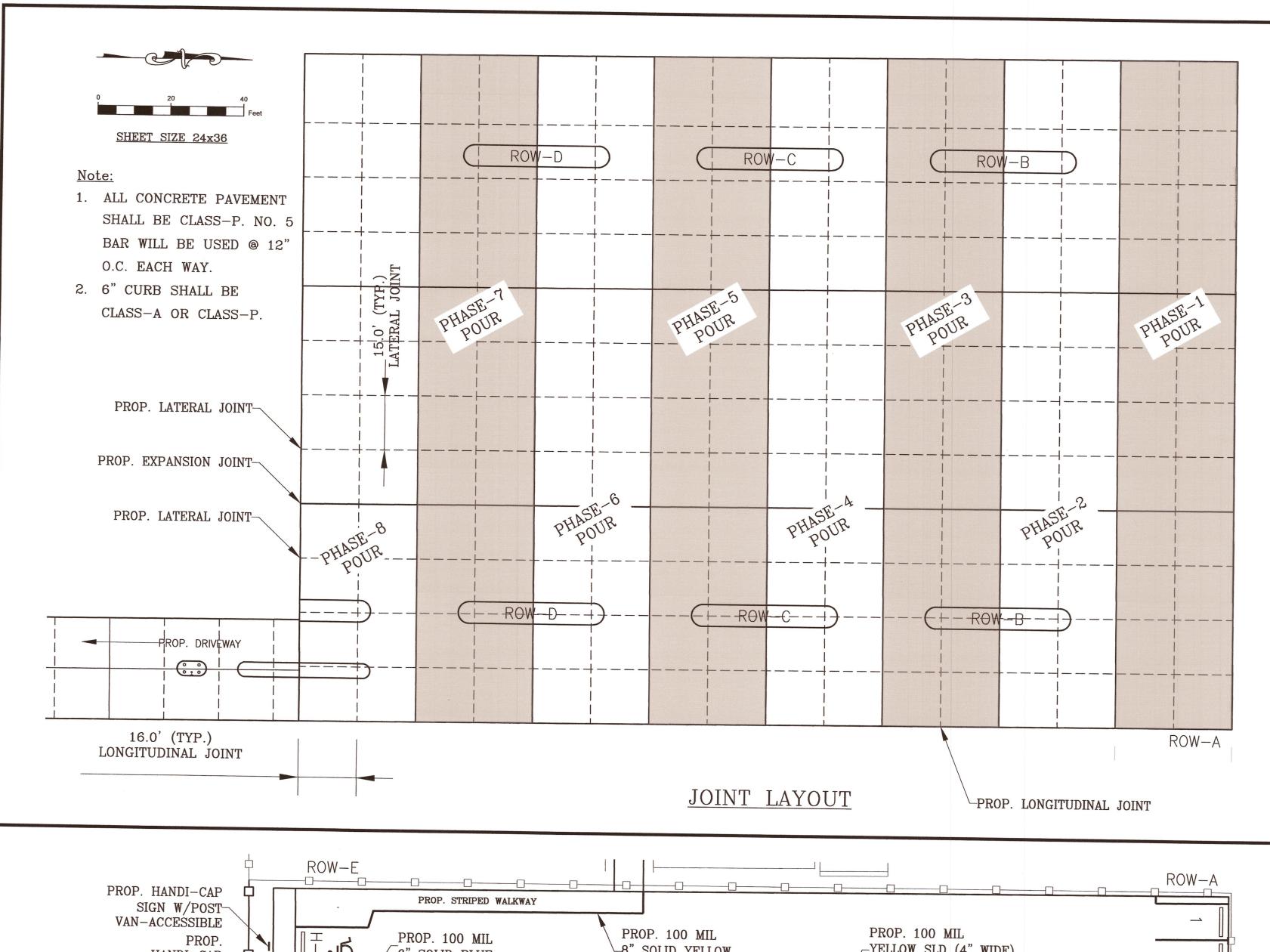


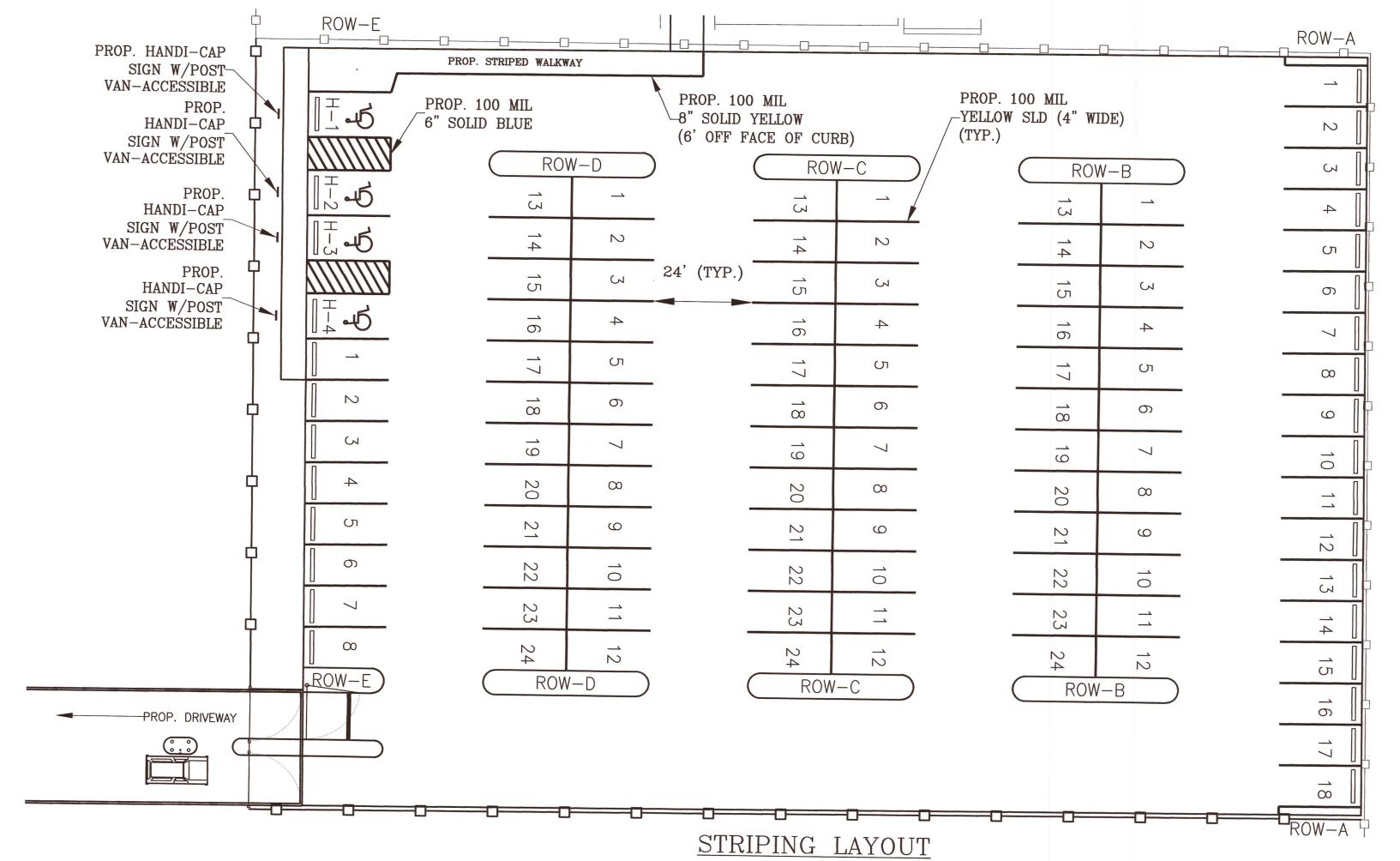
LOT PARKING DD6 PROPOSED

CONTROL

SHEET NO.: TCP(2-5)-18

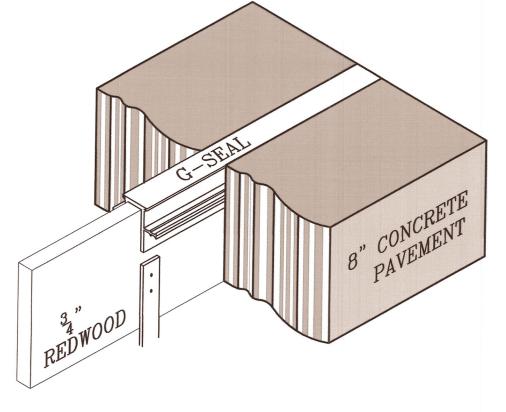




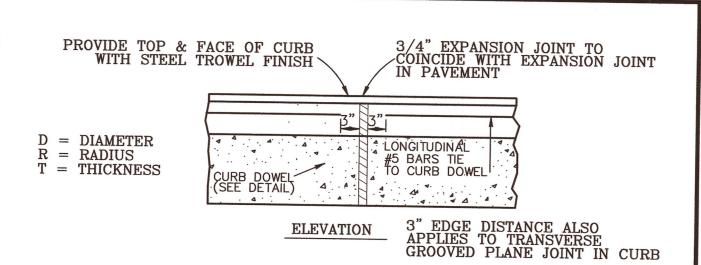


Specification for:

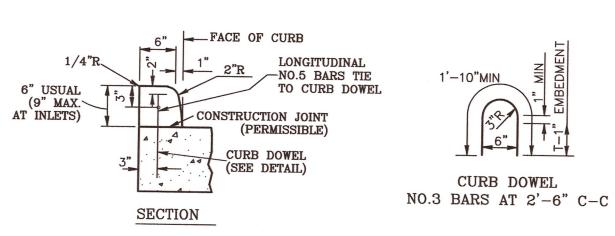
- 1. Sika Greenstreak G-SEAL #610. Secure G-Seal to expansive board with staples, nails, screws, or adhesive to prevent dislocation during concrete placement. Use G-Seal as screed rail.
- 2. Expansion Board shall be $\frac{3}{4}$ minimum redwood.



EXPANSIONJOINT MATERIALS EXTRUDED FOR CLARITY



TYPICAL 6" CURB (DETAIL)



LOT

ARKING

DI

PROPOSED

PARKING LOT RIPING LAYOUT

PROPOSED I

FFERSON COUNT NAGE DISTRICT 6550 WALDEN ROAD EAUMONT, TEXAS 77707

JEFI DRAIN

SCREED CAP_ G-SEAL PROFILES _NO. 5 x 36" TIE BARS 12" O.C. TIED TO REINFORCEMENT 0.15T NO.3 BAR-NO. 5 BAR-0.1T (1 inch max) Note: Note: REINFORCEMENT REMOVED FOR CLARITY LONGITUDINAL SPACING EVERY 16'

LONGITUDINAL KEYWAY JOINT DETAIL

Note:

1.5" C.R.

PARKING

VAN

ACCESSIBLE

VAN ACCESSIBLE SIGNS NTS

- 1. ALL HANDICAP PARKING IS 11-FT WIDE BY 20-FT DEEP
- 2. H-1 & H-2 SHALL SHARE AN 8-FT ACCESS AISLE.
- 3. H-3 & H-4 SHALL SHARE AN 8-FT ACCESS AISLE.
- 4. 4-HANDICAP SPACES 11-FT WIDE BY 20-FT DEEP.
- 5. 98-PARKING SPACES 10-FT WIDE BY 20-FT DEEP.

QTYS:

CURB STOPS:

ROW-A = 18 EA.

ROW-E = 12 EA.

HANDICAP SYMBOL = 4 EA.

100 MIL SOLID(4"-YELLOW) ROW-A = 380-L.F.

ROW-B = 560-L.F.

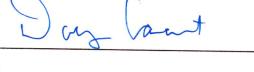
ROW-C = 560-L.F.

ROW-D = 560-L.F.

ROW-E = 200-L.F.

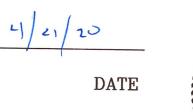


APPROVED BY:



DISTRICT ENGINEER

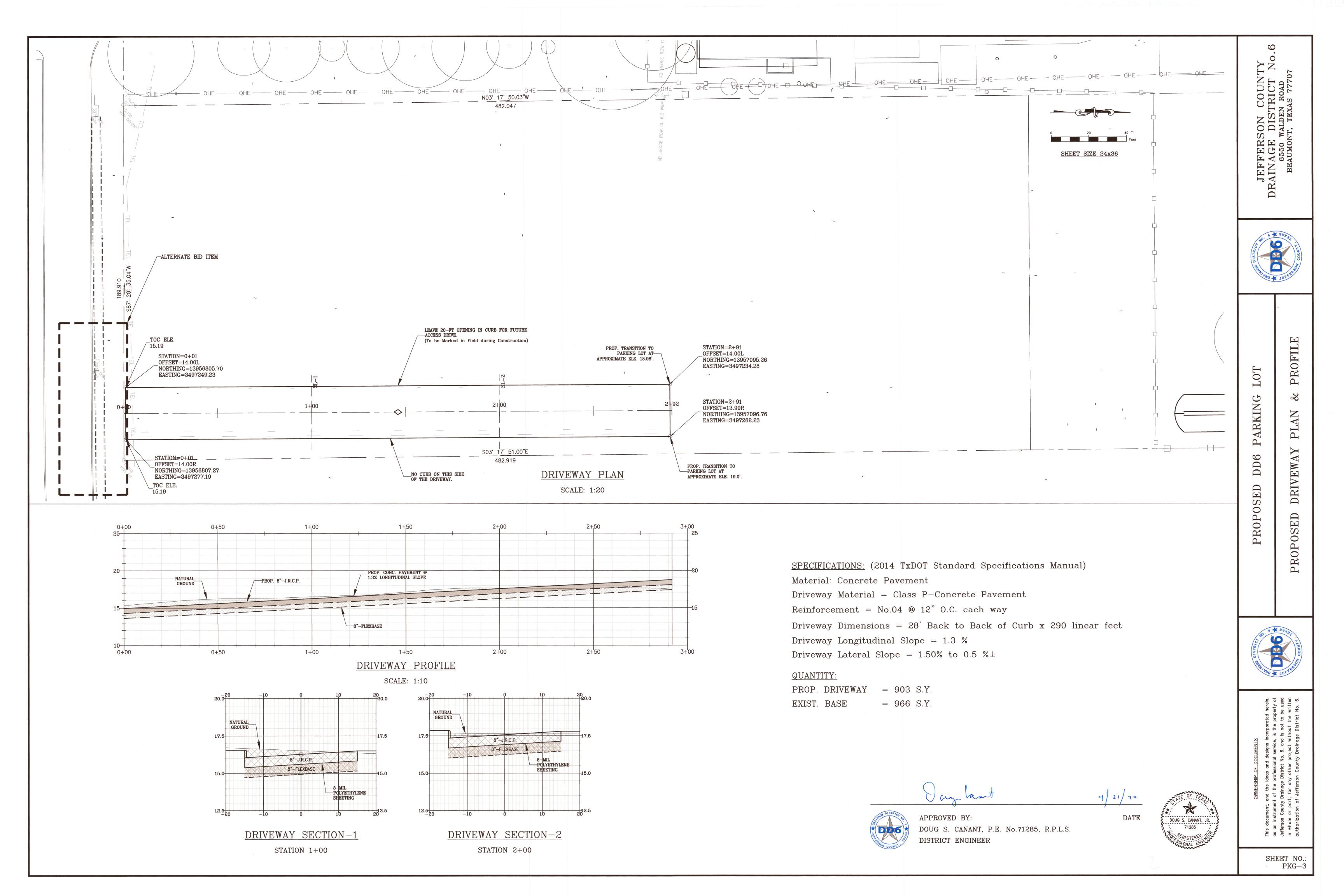
DOUG S. CANANT, P.E. No.71285, R.P.L.S.

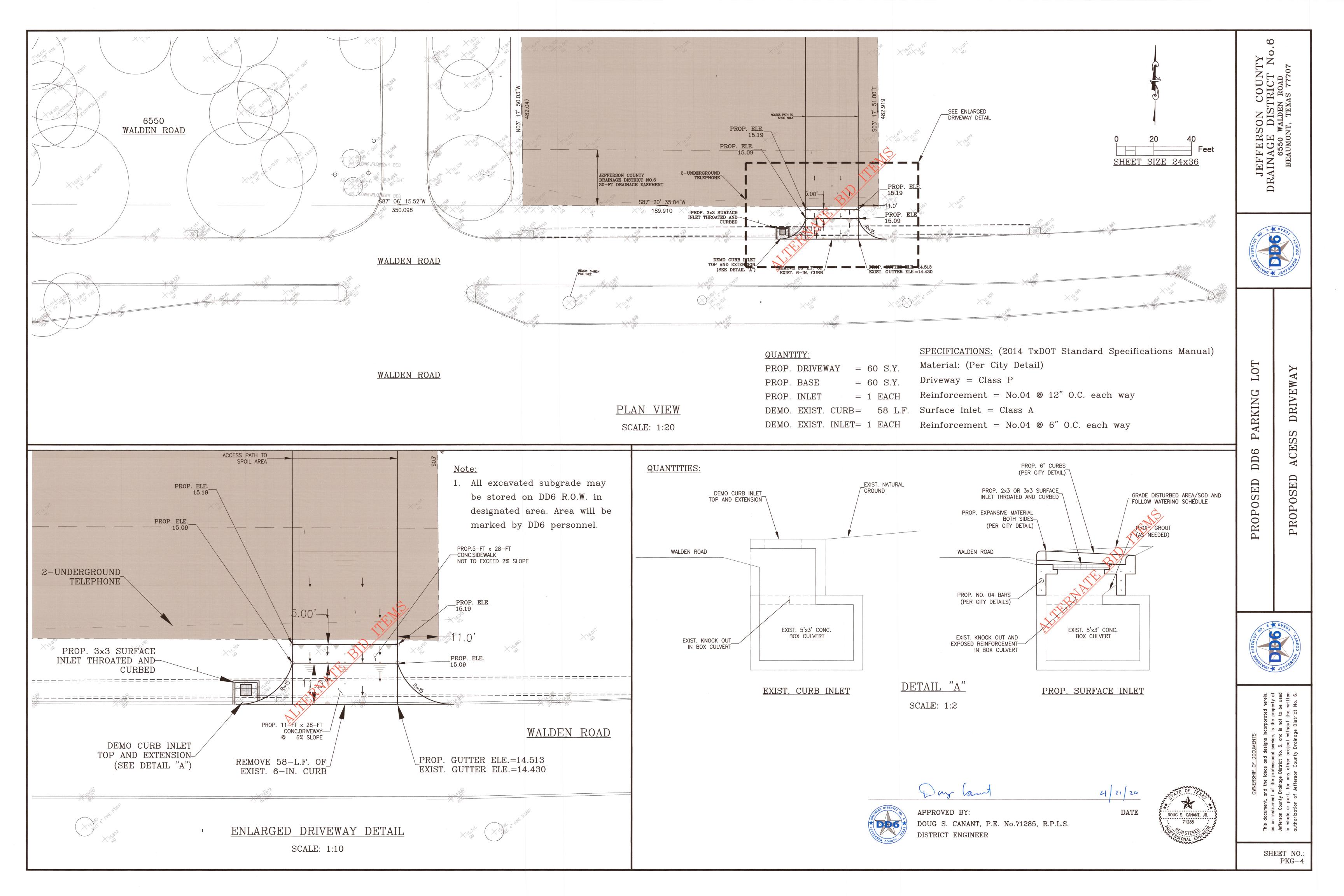


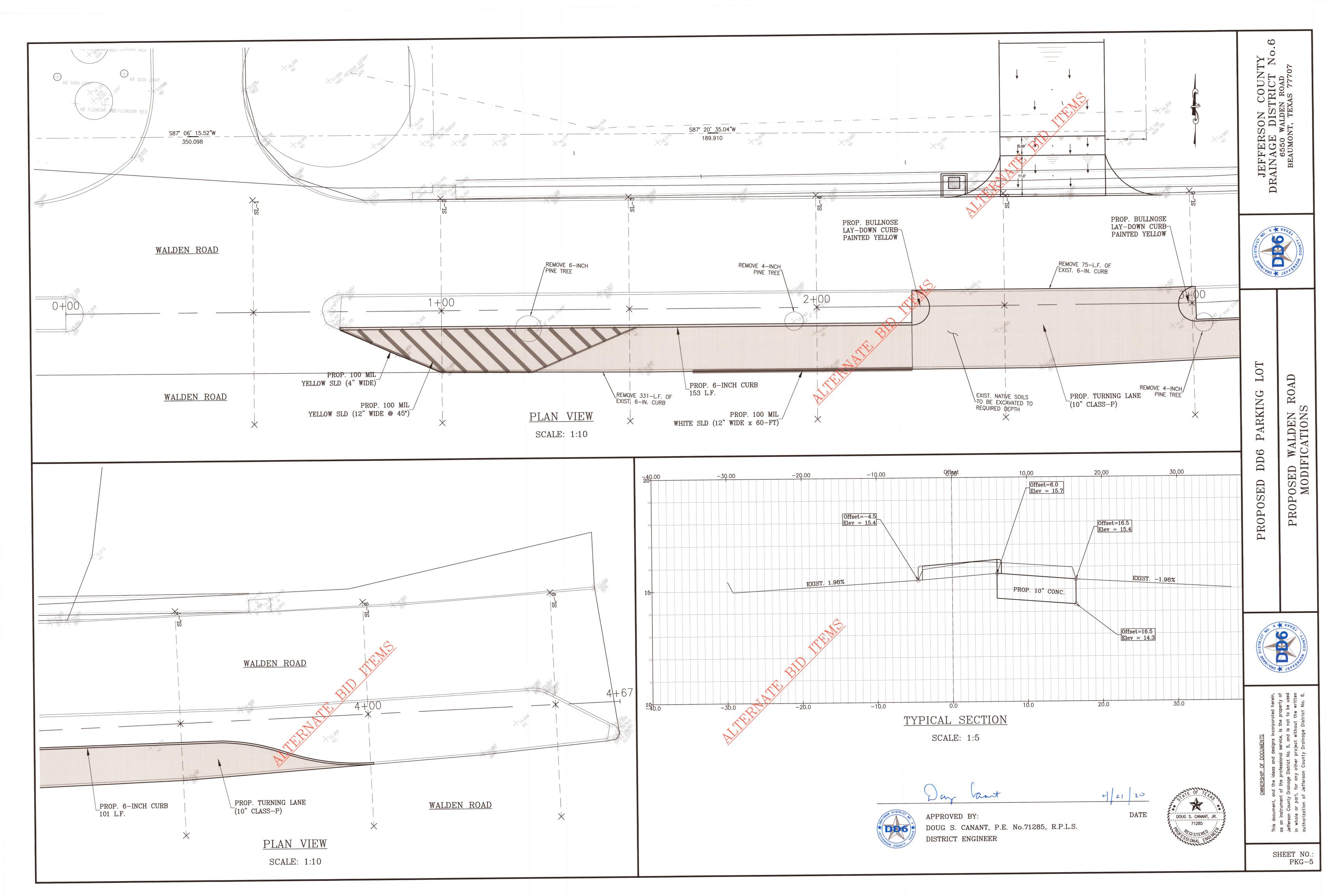


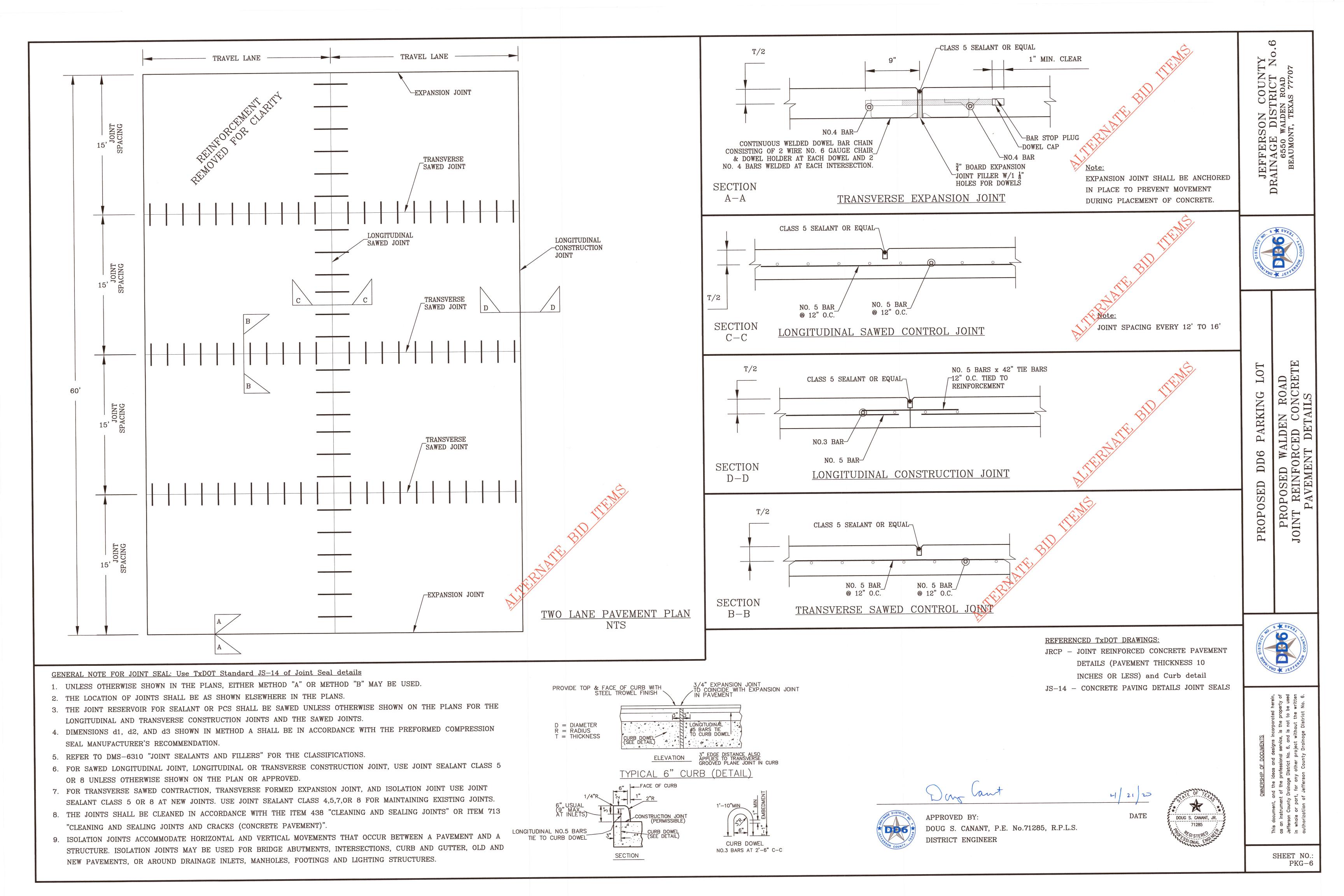
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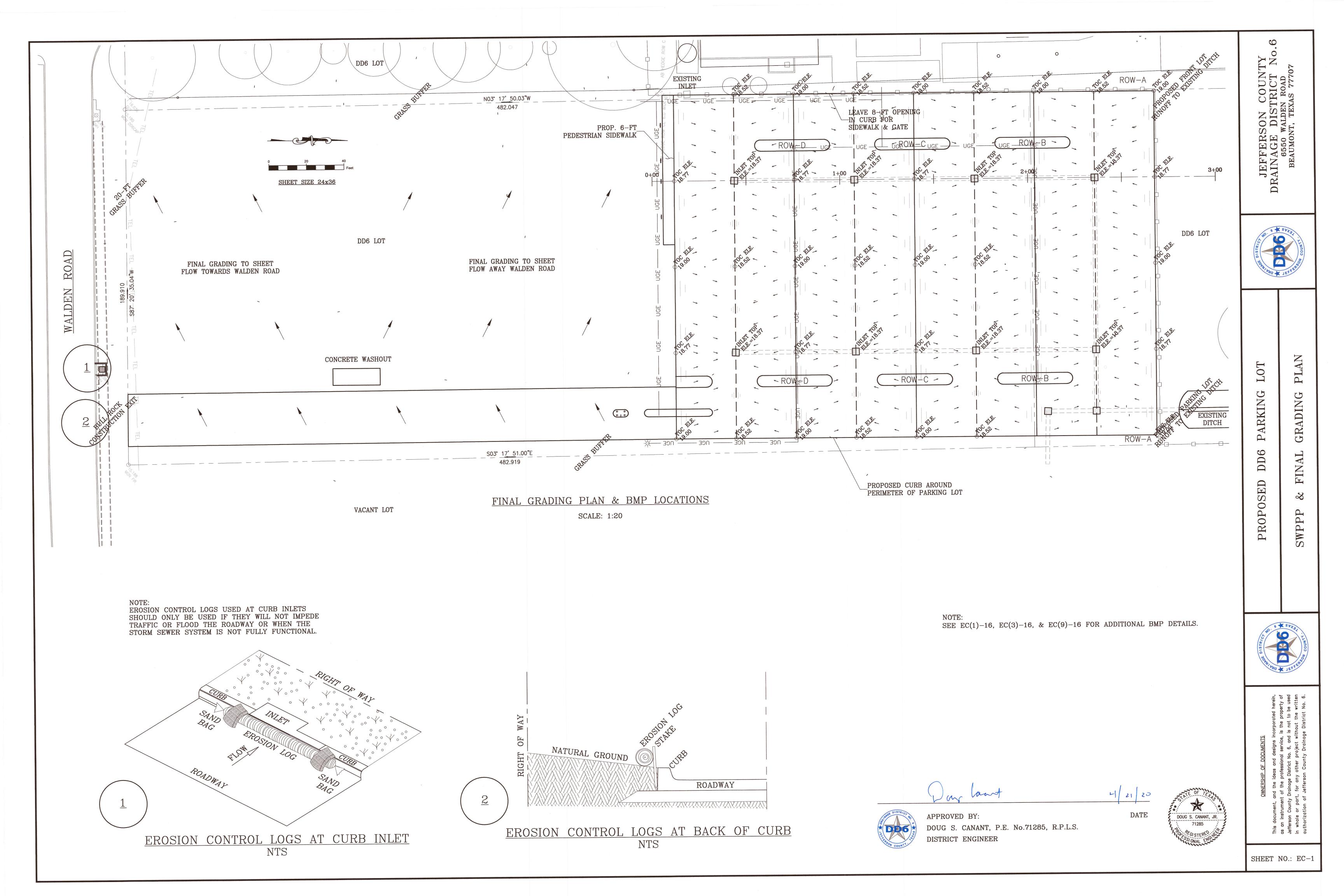
SHEET NO .: PKG-2





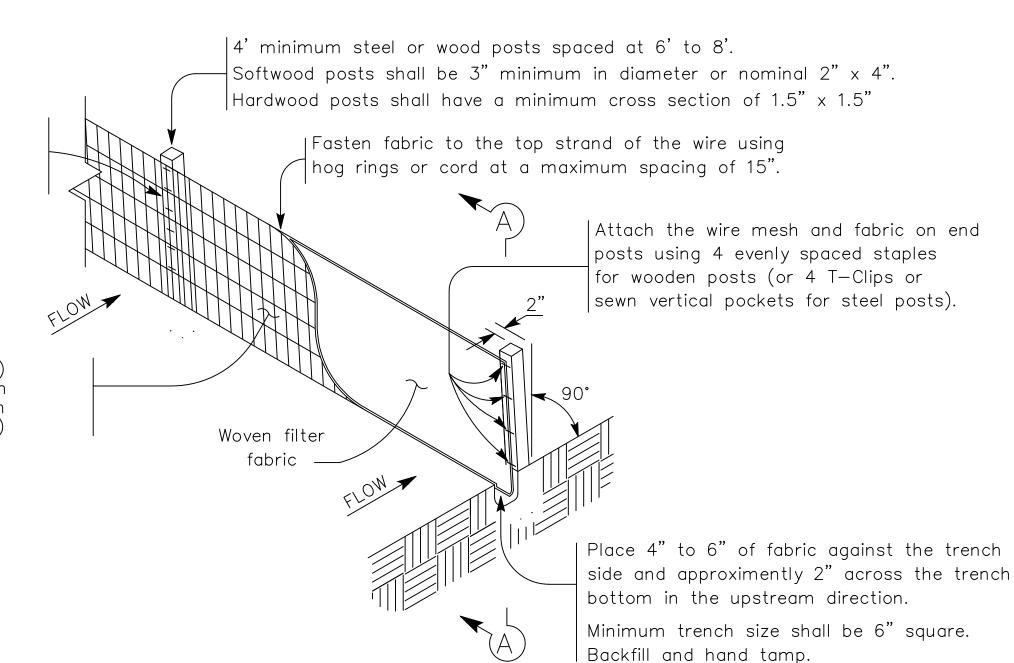






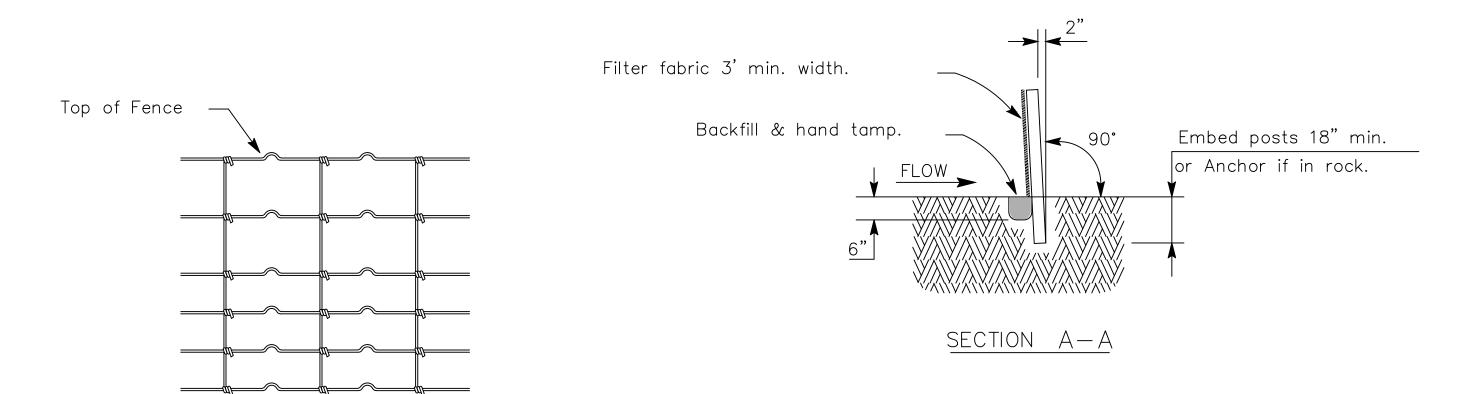
Connect the ends of the successive reinforcement sheets or rolls a minimum of 6 times with hog rings.

Galvanized welded wire mesh (W.W.M.) (12.5 GA. SWG Min.) with a maximum opening size of 2"x 4"or Woven Mesh (W.M.)(See woven mesh option detail)



TEMPORARY SEDIMENT CONTROL FENCE





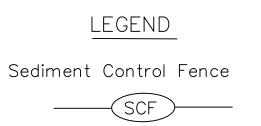
HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

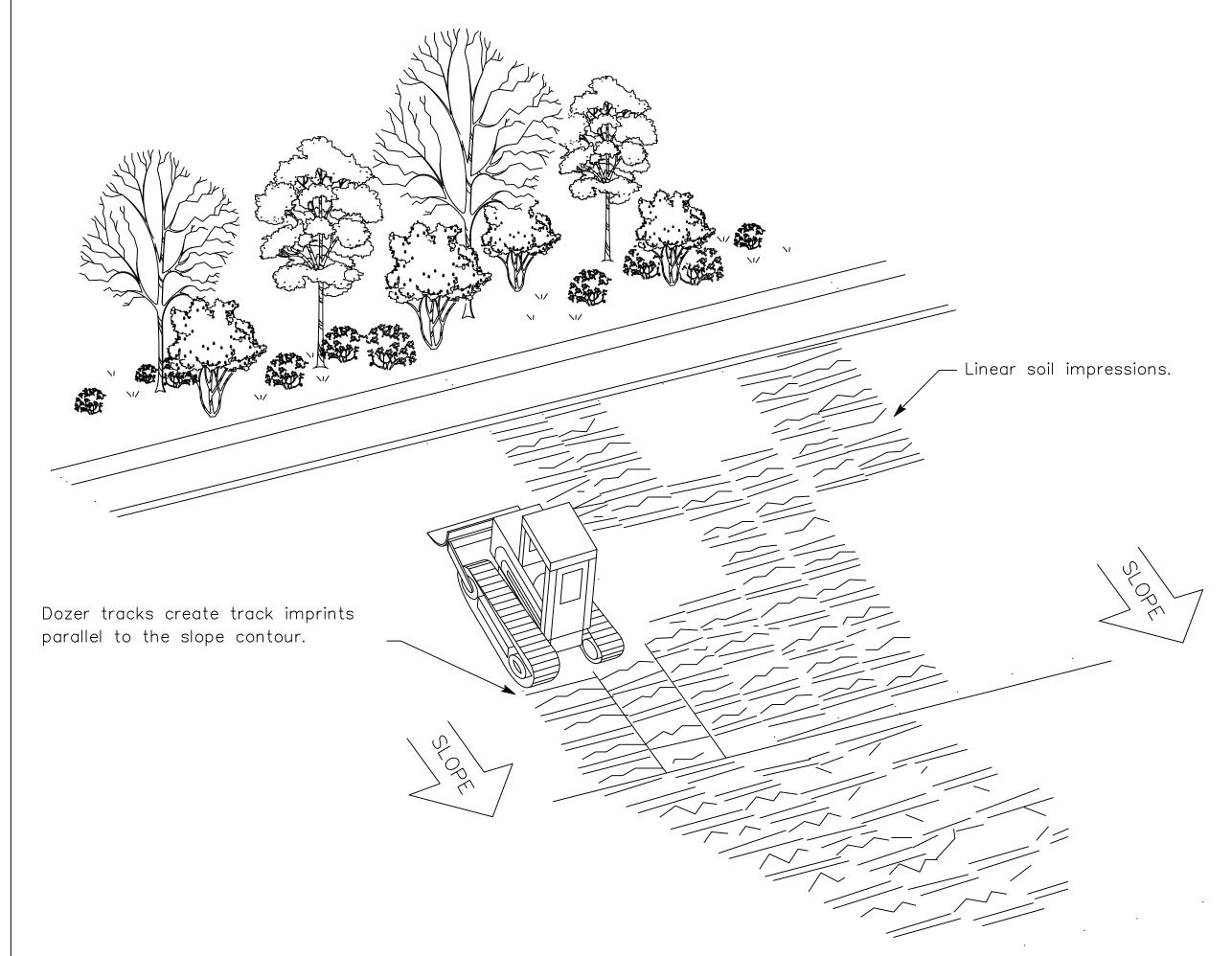
A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT . 2 Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

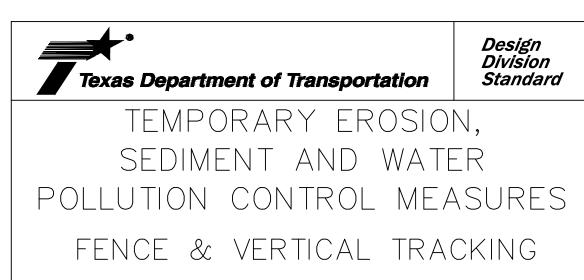


GENERAL NOTES

- 1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
- 2. Perform vertical tracking on slopes to temporarily stabilize soil.
- 3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
- 4. Do not exceed 12" between track impressions.
- 5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING



EC(1)-16

FILE: ec116	DN: TxD(TC	ск: КМ	DW: √P)	DN/CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB		Н	IGHWAY	
REVISIONS							
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ROSION, SEDIMENT & ON CONTROL MEASURES

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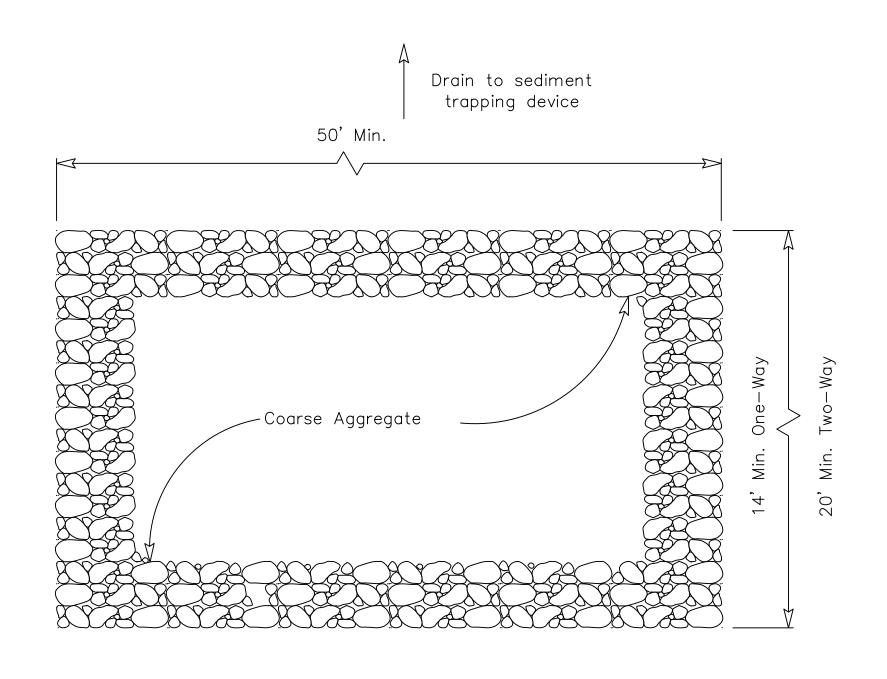
JEFFERS DRAINAGE 6550 V BEAUMON

MNERSHIP OF DOCUMENTS

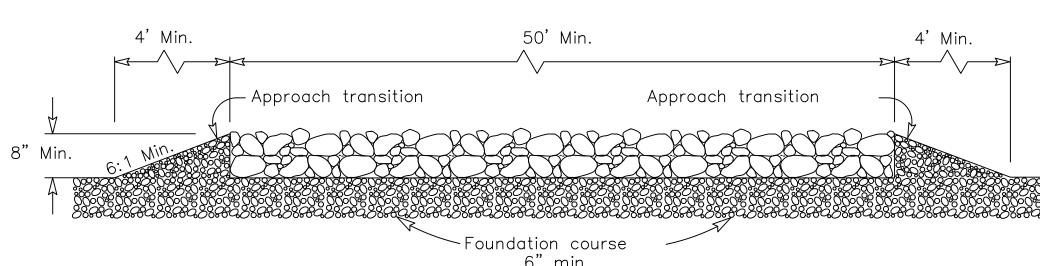
d the ideas and designs incorporated herein,
of the professional service, is the property of
rainage District No. 6, and is not to be used
for any other project without the written

OWNERSHIP
This document, and the idea
as an instrument of the prof
Jefferson County Drainage Dis
in whole or part, for any a

SHEET NO.: EC(1)-16



PLAN VIEW



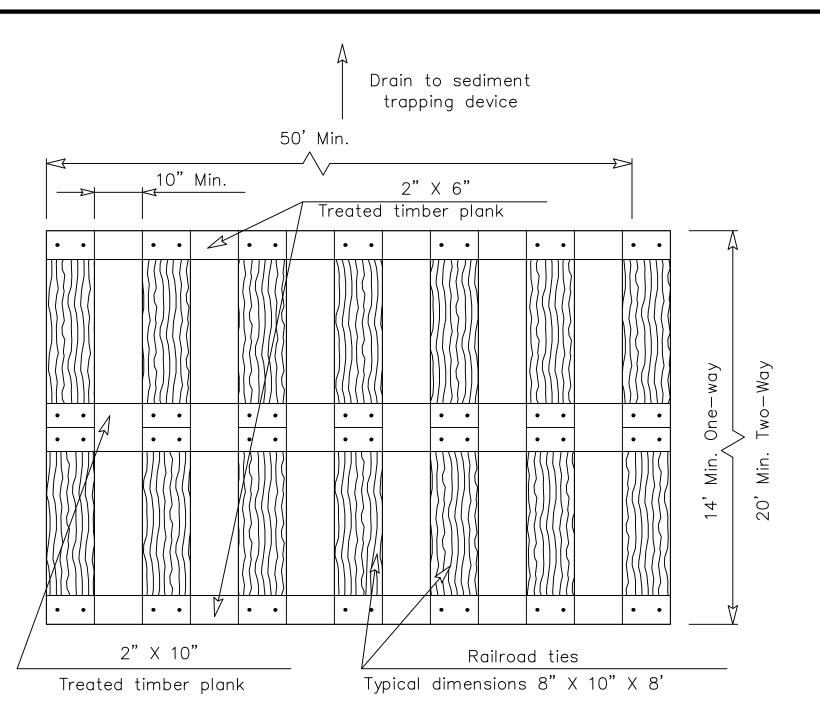
PLAN SHEET LEGEND

CONSTRUCTION EXIT (TYPE 1)

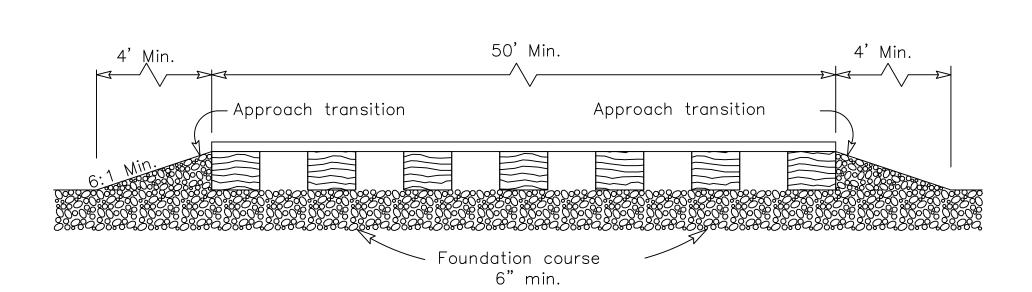
ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

- 1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
- 2. The coarse aggregate should be open graded with a size of 4" to 8".
- 3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
- 4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
- 5. The construction exit shall be graded to allow drainage to a sediment trapping device.
- 6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
- 7. Construct exits with a width of at least 14 ft. for one—way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the



PLAN VIEW



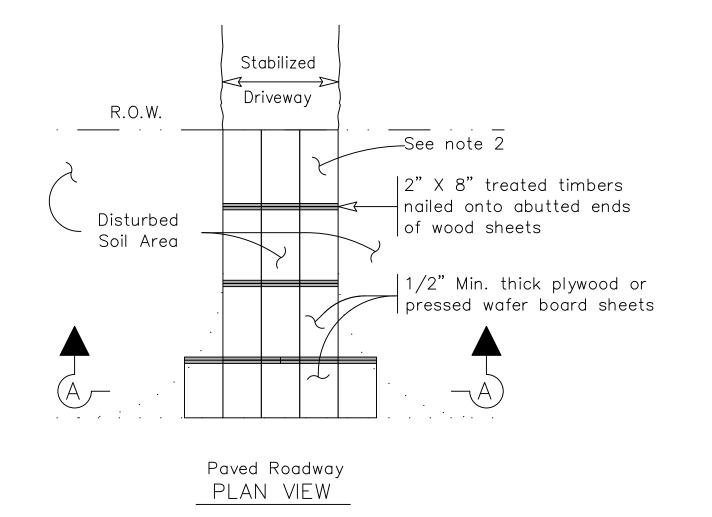
ELEVATION VIEW

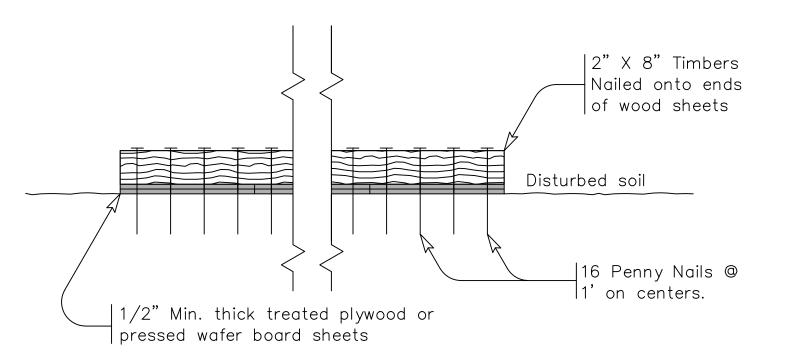
CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

- 1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
- 2. The treated timber planks shall be attached to the railroad ties with 1/2"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
- 3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
- 4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
- 5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
- 6. The construction exit should be graded to allow drainage to a sediment trapping device.
- 7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
- 8. Construct exits with a width of at least 14 ft. for one—way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the





SECTION A-A

CONSTRUCTION EXIT (TYPE 3) SHORT TERM

GENERAL NOTES (TYPE 3)

- 1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
- 2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
- 3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
- 4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

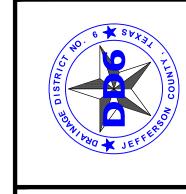


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TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES							
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REVISIONS							

DIST

COUNTY

SHEET NO.



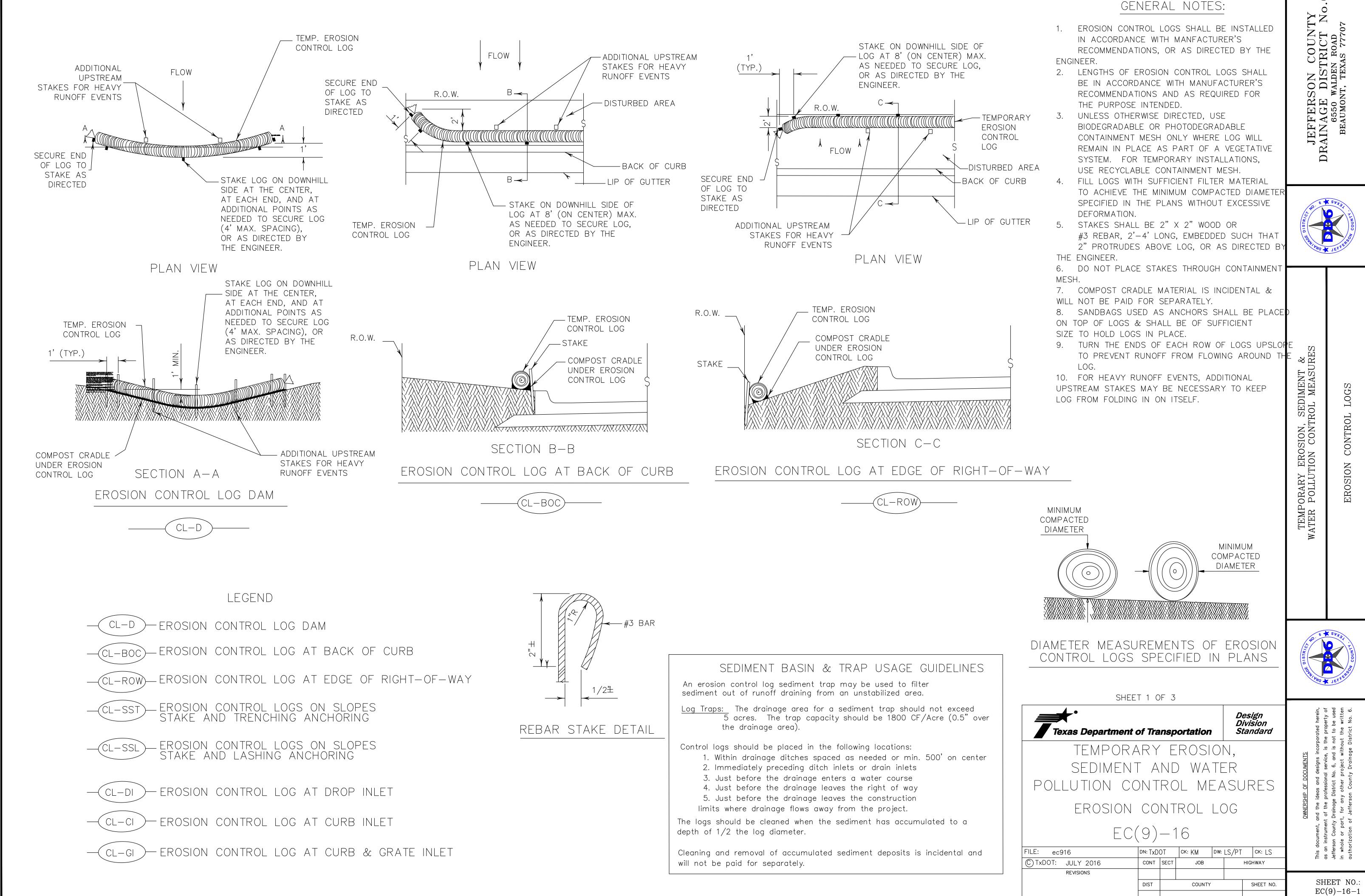
TEMPORARY EROSION, SEDIMENT & WATER POLLUTION CONTROL MEASURES

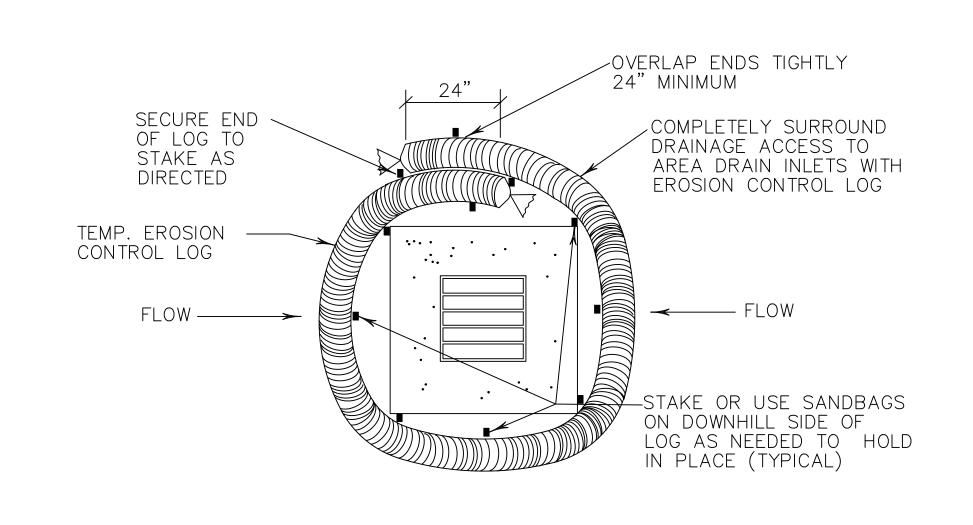
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JEFFERSON COUNT DRAINAGE DISTRICT 6550 WALDEN ROAD BEAUMONT, TEXAS 77707

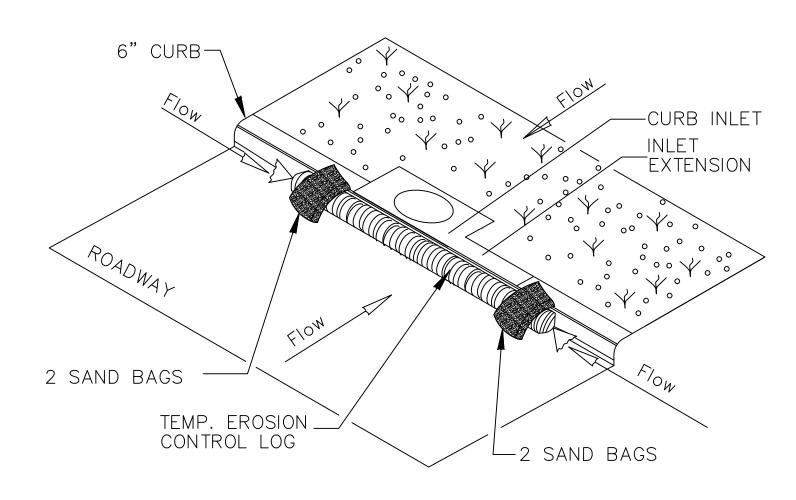
designs incorporated herein, I service, is the property of o. 6, and is not to be used roject without the written y Drainage District No. 6.

SHEET NO.: EC(3)-16





CURB — SANDBAG USE STAKES ON DOWNSTREAM SIDE OF LOGS, AT ENDS, MIDPOINT, & AS NEEDED OR SANDBAGS TO HOLD IN PLACE. TEMP. EROSION CONTROL LOG



EROSION CONTROL LOG AT CURB INLET

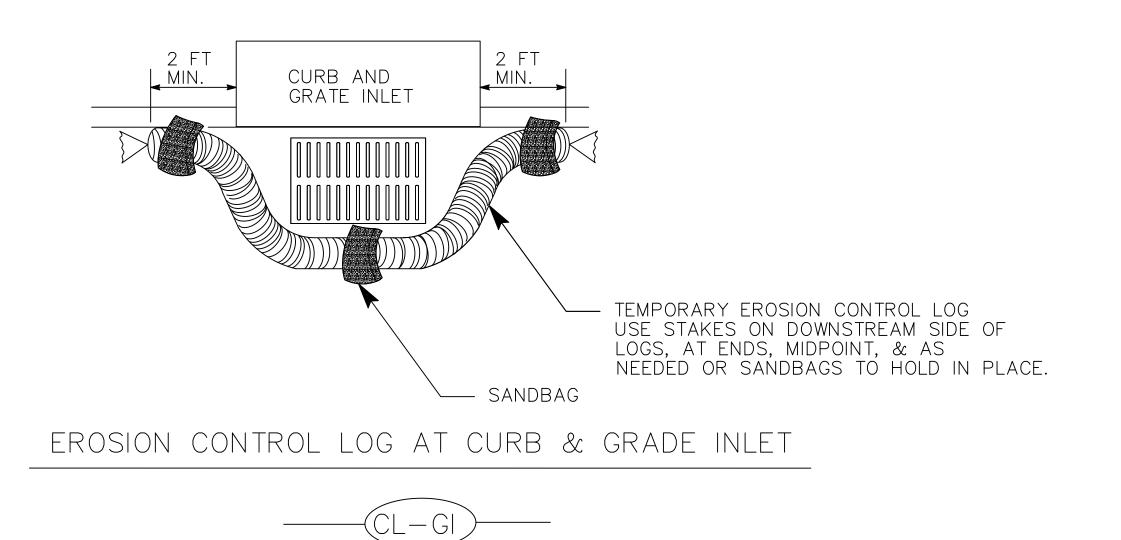
EROSION CONTROL LOG AT DROP INLET

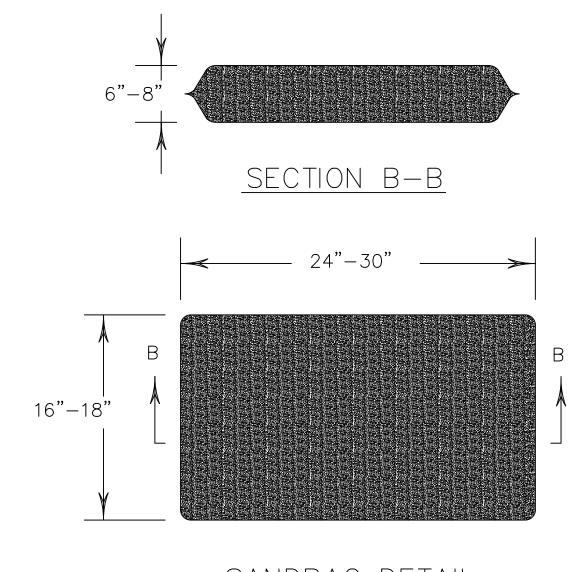


EROSION CONTROL LOG AT CURB INLET

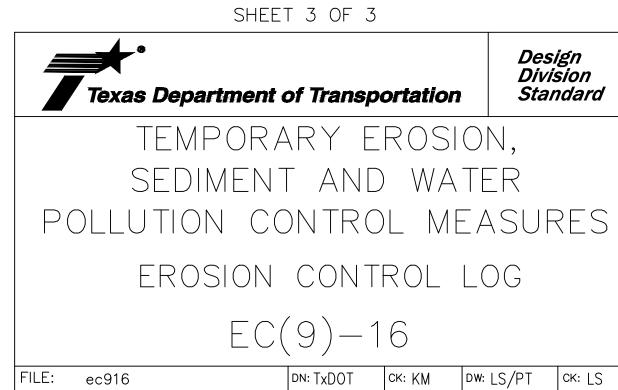
NOTE:

EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.





SANDBAG DETAIL



DN: TxDOT CK: KM DW: LS/PT CK: LS © TxDOT: JULY 2016 CONT SECT HIGHWAY REVISIONS DIST COUNTY SHEET NO.

TEMPORARY EROSION, WATER POLLUTION CONT

JEFFERSON COUNT DRAINAGE DISTRICT 6550 WALDEN ROAD BEAUMONT, TEXAS 77707



SHEET NO.: EC(9)-16-3