



**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**  
***Karen J. Stewart, MBA, CTCD Chief Business Officer***

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

**Legal Notice**  
**Advertisement for Invitation for Bids**  
January 13, 2022

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for a (IFB 22-001/KJS) Needmore Diversion Saltwater Barrier Maintenance Dredging Project. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage  
<https://dd6.org/departments/purchasing/notices-for-bid/>.

A Mandatory Pre-Bid Conference will be held on Friday January 21, 2022, at 10:00 AM CST. The conference will be held at the District Main Facilities located at 6550 Walden Road, Beaumont, Texas 77707. A site visit shall follow immediately after the meeting.

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

Bidders shall forward an original and three (3) copies of their bid to the address shown below. District does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Administrative 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 administrative sealed bid opening.

**All Bids shall be submitted to the District Purchasing Department in a sealed envelope marked:**

<b>BID NAME:</b>	<b>Needmore Diversion Saltwater Barrier Maintenance Dredging Project</b>
<b>BID NUMBER:</b>	<b>IFB 22-001/KJS</b>
<b>DUE DATE/TIME:</b>	<b>2:00 PM, Thursday, February 3, 2022</b>
<b>MAIL OR DELIVER TO:</b>	<b>Jefferson County Drainage District No. 6</b> <b>6550 Walden Rd.</b> <b>Beaumont, Texas 77707</b>

We look forward to your active participation in this solicitation.

Sincerely,

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

Publish: Beaumont Examiner January 13<sup>th</sup> and January 20<sup>th</sup>, 2022

**IFB 22-001/KJS**  
**Needmore Diversion Saltwater Barrier Dredging Project**  
**Bids due: 2:00 PM, Thursday February 3, 2022**

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED WITH THE BID.  
FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING  
DECLARED AS NON-RESPONSIVE.**

## INSTRUCTIONS TO BIDDERS

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### 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  
6550 Walden Road  
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 in an administrative bid opening in the District SOS Building.

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 Department.

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 the District and will be a matter of public record available for review.

### 2. PREPARATION OF BIDS

The bid shall be legibly printed in ink or typed.

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.

The District is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

### 3. 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.

### 4. DISTRICT HOLIDAYS – 2022:

January 18	Monday	Martin Luther King, Jr. Day
February 21	Monday	President's Day
April 15	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
November 11	Friday	Veterans Day
November 24 & 25	Thursday-Friday	Thanksgiving
December 23 & 26	Friday & Monday	Christmas
January 2, 2023	Monday	New Year's

## **5. REJECTION OR WITHDRAWAL**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. The District 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. At times the District will ask for equipment pricing to be extended for up to one calendar year, but this will be stated specifically in the Bid Form if applicable.

## **6. AWARD**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to the District— price and other factors considered. Unless otherwise specified in this IFB, the District 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 the District. Any bidder who is in default to the District at the time of submittal of the bid shall have that bid rejected. The District has the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity to specifications in the bid, as determined by the District, shall be deemed non-responsive and the offer rejected.

In evaluating bids, the District 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, the District 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.

## **7. NOTICE TO PROCEED/PURCHASE ORDERS**

- A. A purchase order(s) or written Notice to Proceed shall be generated by the District Purchasing Department 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.
- B. 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. The successful bidder is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the District.
- C. The District has the right to conduct work in progress surveys at its own expense if it has reason to question any billings, and the contractor will be paid according to the District's results. The contractor is bound by these surveys. These surveys will be conducted by Lanier & Associates Consulting Engineers, Inc. (Lanier), and they will be final.

## **8. CONTRACT**

UPON ACCEPTANCE OF THE BID BY THE DISTRICT, THIS ENTIRE BID SPECIFICATION DOCUMENT, INCLUDING ALL SECTIONS, APPENDICES, AND FORMS, BECOMES A BINDING CONTRACT BETWEEN THE CONTRACTOR AND THE DISTRICT.

- A. Contract Definition/Contract Agreement- the General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the



District, shall constitute a contract equally binding between the successful bidder and the District. By submitting a bid, bidder acknowledges it has read the bid specification document, including all sections, appendices, and forms.

**B. Changes in the Work**

- a. The District may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the District's Engineer prior to execution of same.
- b. Except for the purpose of affording protection against any emergency endangering health, life, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless pursuant to a written order from the District authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c. Each change order shall include in its final form:
  - A detailed description of the change in the work.
  - The Contractor's proposal (if any) or a confirmed copy thereof.
  - A definite statement as to the resulting change in the contract price and/or time.
  - The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
  - The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

**C. Termination, Delays, and Liquidated Damages**

- a. Right of the District to Terminate Contract. In the event that any of the provisions of this contract are violated by the Contractor, or by any of its sub-contractors, the District may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the District shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the District may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the District for any excess cost incurred. In such event the District may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary, therefore.
- b. Liquidated Damages for Delays. If the work is not completed within the number of working days stipulated in the applicable bid for Lump Sum Contract provided, the

Contractor shall pay to the District as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$1000.00 Dollars for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the District for the amount thereof.

c. Excusable Delays

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

- Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- Any acts of the District;
- Causes not reasonably foreseeable or discussed in the pre-bid meeting by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the District, fires, floods, epidemics, quarantine, restrictions, strikes, and freight embargoes.
- Provided, however, that the Contractor promptly notifies the District within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the District shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the District shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Disputes

- a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the District for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the District.
- b. The Contractor shall submit in detail its claim and its proof thereof.
- c. If the Contractor does not agree with any decision of the District, it shall in no case allow the dispute to delay the work but shall notify the District promptly that it is proceeding with the work under protest.

E. Conflict of Interest.

- a. 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.
- b. When conflict of interest is discovered, it shall be grounds for termination of contract.

- F. Injuries or Damages Resulting from Negligence - Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with related attorneys' fees and court costs, which may be obtained against Jefferson County Drainage District No. 6 growing out of such injury or damages.
- G. Warranty- The successful bidder shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
- H. Uniform Commercial Code- The successful bidder and the District agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code, subject to and enforceable according to the laws of the State of Texas.
- I. Venue- This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas. In the event of litigation under this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs.
- J. Sale, Assignment, or Transfer of Contract- The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County Drainage District No. 6.
- K. 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.

## **9. EXECUTION OF AGREEMENT/PERFORMANCE AND PAYMENT BONDS**

- A. Performance and Payment Bonds requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district, or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- B. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the District may grant, shall constitute a default and the District may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the District may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the District for a refund.
- C. When activity occurs within the resulting Contract that increases the amount of the Contract by \$5,000 or more, pursuant to a District Board Approved Change Order, a recorded bond rider shall be provided before the additional work can proceed. All premiums shall be paid by the successful bidder. (See Appendix S for Bond Rider Form)

## **10. INTERPRETATION OF ADDENDA**

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

## **11. NON-DISCRIMINATION**

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

## **12. EQUAL EMPLOYMENT OPPORTUNITY**

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

## **13. WAIVER OF SUBROGATION**

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

## **14. FISCAL FUNDING**

A multi-year contract (if requested by the specifications) continuing because 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.

## **15. BID RESULTS**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be made available upon request to [kstewart@dd6.org](mailto:kstewart@dd6.org) and provided as soon as possible following bid opening. A final tabulation will be available following bid award and will also be available for review at 6550 Walden Rd., Beaumont, Texas 77707.

## **16. CHANGES AND ADDENDA TO BID DOCUMENTS**

Each change or addendum issued in relation to this IFB document will be on file at 6550 Walden Rd, Beaumont, Texas 77707, as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. 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 6550 Walden Rd, Beaumont, Texas 77707.

## **17. SPECIFICATIONS**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the District'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 the District 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 item referred to in the specifications or description unless departure or substitution is clearly noted and

described in the bid. The District 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.

**18. DELIVERY**

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

**19. 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.

**20. CURRENCY**

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

**21. 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.

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

The successful bidder may not commence work under this contract until authorized to do so by written Notice to Proceed or Purchase Order.

**23. 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.

**24. DEFINITIONS**

“The District” – Jefferson County Drainage District No. 6, Texas.

“Contractor” – The bidder whose proposal is accepted by the District.

**25. STATE AUDITOR CLAUSE**

By executing this bid, the bidder, if awarded a contract, accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to a contract. The successful bidder or any of its subcontractors shall comply with and cooperate in any such investigation or audit. The successful bidder agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The successful bidder also agrees to include a provision in any subcontract related to this bid that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the bid and or contract, if an award is made to the bidder.

## **26. FINANCIAL RECORDS**

The successful bidder and its subcontracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the State, or Jefferson County Drainage District No. 6. Accounting by successful bidder and its subcontracted parties shall be in a manner consistent with generally accepted accounting principles.

## **27. NO DEBT AGAINST THE STATE**

Any contract issued as a result of this bid is in agreement and shall not be construed as creating any debt by or on behalf of the State of Texas, and all obligations of the State of Texas are subject to the availability of funds. The validity or construction of any Agreement resulting from this bid, as well as the rights and duties of the parties herein under, shall be governed by the laws of the State of Texas, in Jefferson County.

## **28. PAYMENT AND COMPLETION OF WORK**

The Contractor shall provide a request to the District for an after dredge survey at least 48 hours prior to their anticipated completion date. The District will perform an (AD) hydrographic survey with associated volume computations. The survey will be conducted by Lanier. The BD hydrographic survey will be used as the baseline survey for the determination of materials removed throughout the project. Actual Payment amount will be based upon in-place calculations of actual cubic yards of material dredged determined from comparing AD hydrographic surveys to the BD hydrographic survey. Providing the invoicing has been received with correct format within 5 working days before the next regularly scheduled Board of Directors meeting, held twice monthly, the payment will be processed and mailed within 3 business days after each board meeting.

Determination of completion of the work required to be performed by the Contractor under the Contract will be based on comparing AD hydrographic surveys to the BD hydrographic survey to confirm that the contracted dredge design has been achieved. The surveys submitted bind the Contractor throughout the work.

## **29. GENERAL INSURANCE REQUIREMENTS**

### **I. 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

### **II. Auto Liability Limits:**

Combined Single Limits for Owned, Hired & Non-Owned	\$1,000,000
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### **III. Umbrella Liability Limits:**

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

IV. Worker's Compensation Limits:

Workers' Compensation	Statutory
Employer's Liability	\$ 500,000/500,000/500,000

- a. Prior to commencement of work, Contractor 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.
- b. Certificates shall document Waiver of Subrogation provisions in favor of the District on Commercial General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies.
- c. Certificates shall document Additional Insured provisions in favor of the District on Commercial General Liability, Auto Liability, and Umbrella Liability policies.
- d. 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.
- e. Certificates shall document reasonable cancellation provisions to protect the interests of the District.
- f. 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.

## TECHNICAL SPECIFICATIONS

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The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Department (e-mail: [kstewart@dd6.org](mailto:kstewart@dd6.org), Phone: 409-842-1818, regarding any questions or comments. Please reference bid number IFB 22-001/KJS).

### 1. SCOPE OF WORK

The WORK associated with this contract consists of hydraulically or mechanically dredging channel bottom sediments, silt, sand, gravel, and rock from the designated dredge area to a designated depth and pumping all the dredged materials into a designated Placement Area. Work includes mobilization/demobilization, inspection of DMPA-13, hydraulic or mechanical dredging and placement of channel bottom sediment, silt, sand, gravel, and rock from within the designated dredge template, placing all dredged material via pipeline into the designated placement area, installation and removal of appropriate warning signs, installation, removal, and multiple movements of the dredge material discharge pipe within the placement area, and all related work incidental to the above.

Contractor is to provide labor and equipment to either hydraulically dredge or mechanically dredge material to accomplish the desired lines and grades (design cross section template) for the lower end of the Needmore Diversion Channel. The project is to bring the channel back to a minimal depth of (-)14.0' local vertical datum. The dredge area is shown on L&A drawing 11496-C2, included in the contract drawings (contractor will be required to dredge the entire footprint to a minimum of (-)14.0' local vertical datum. The bid will require the dredging of approximately 29,000 cubic yards of maintenance material to the desired elevation of (-)14.0-ft local vertical datum. All measurements and pay quantities are and will be based on before and after measurements taken in the Needmore Diversion Channel and the Gulf Intracoastal Water Way by Lanier conducting hydrographic surveys. The Contractor will be notified prior to the before and after dredge surveys to allow the Contractor to witness the surveys, if desired. This is, the only quantities which will be considered during the life of this contract and which the successful bidder will be obligated to accept. Payment for materials dredged will be based on in-place measurements of materials removed from the dredge footprint, not disposal site measurements.

**The maximum hydraulic dredge size shall be an 18" diameter cutter-head suction dredge.** The material will be placed in the west end of the United States Army Corps of Engineers (USACE) Dredge Material Placement Area (DMPA) 13. A 15" I.D. pipe with a 19" flange has been laid through the Needmore east levee for use by the Contractor.

The Contractor will operate the USACE spillways 1, 2, and 3 in accordance with USACE Engineering Manual 1110-5027 "Confined Disposal of Dredged Material". Dewatering boards are supplied by the District and are on location.

The District will be responsible for all pre and post surveys and volume calculations.

Take Note that Concrete, Concrete Mats, and 3x5 Rocks are in the project area and depicted on the enclosed photographs and drawings (Appendix H).

In July 2016 a dredge contractor dredged in the project area and claimed to have encountered scattered rocks (see Appendix J). The Contractor will be responsible for removal of any rock within the dredge footprint encountered during the dredge project.

The design template and quantities described above are minimum requirement. This contract allows for a 1-foot overdepth which will be allowed and paid for at the unit bid price, as determined by a post dredge survey conducted by the District.

The contractor will be required to commence work under this contract within (10) calendar days after the date of receipt of the award, to prosecute work diligently and to complete the entire work ready for use not later than (60) calendar days after the date of receipt of award. Upon award of the contract, the Contractor will provide the time schedule for the project.



## 2. SURVEYS

- A. Hydrographic surveying shall be taken with a precision, high-resolution (0.1-foot) fathometer. The acoustic rate shall be, at minimum, 10-soundings per second. To limit signal attenuation in areas of unconsolidated bottom sediments, the acoustic frequency utilized shall be within the range of 200-400 kHz. Before Dredge (BD) and After Dredge (AD) cross sections of the dredge areas shall be taken at approximately 50-foot intervals along the length of the dredge area and at all perimeter azimuth changes. Distances between soundings on each cross section shall not exceed 10-feet on an azimuth normal to the centerline of the cut. A tolerance of +/- 10 feet normal to and between the designated station and the actual survey line will be permitted. Any cross section sounding(s) exceeding the above specified tolerance shall invalidate the entire cross section. Soundings obtained from the depth sounder rolls shall be picked from the top of the true bottom line. Reflected lines (fluid mud lines) from lighter sedimentary materials shall be disregarded. Soundings shall be chosen to the nearest 0.1-foot.
- a. All progress surveys shall be the responsibility of the Contractor and shall be performed by qualified personnel. Prior to any construction, the Contractor shall locate all survey control points shown on the drawings from which the work is established. No separate payment will be made for the progress surveys.
  - b. The District shall provide one (1) BD and one (1) AD multibeam echosounder hydrographic survey, that may be observed/witnessed by the Contractor, for use in documentation of total cubic yards removed and confirmation of required contract depths. The BD and AD surveys shall be scheduled upon request by the Contractor in order to meet contract requirements.
  - c. The BD survey can be scheduled to be performed between 21 days and 9 days prior to the anticipated start of dredge operations.
  - d. The Contractor must provide a request for the AD survey at least 48 hours prior to their anticipated completion date. Assuming that adequate advance notice is provided to facilitate coordination, then Lanier will work with the Contractor to account for any unanticipated delays or changes in the completion of work.
  - e. Contractor shall provide a period of 24 hours, following submittal of the AD survey and notification of project completion, for the District to review the surveys and provide an acceptance, or rejection, of work response. No separate payment will be made for AD survey project completion review period.
- B. The District shall perform a BD survey no earlier than twenty-one (21) days before dredging commences. The BD cross sections and associated end area volume computations will be submitted by The District to the United States Army Corps of Engineers (USACE) for its review and approval a minimum of seven (7) days prior to commencement of the dredging operations. NOTE: The District will supply before and after dredge cross-sections with end area volume calculations and a running total volume shown on each cross-section. The after dredge cross sections will also show the before dredge profile.
- C. The total amount of material removed, and to be paid for under the contract, by the cubic yard, will be measured by the cubic yard in place. The volume computed shall be between the bottom surface shown by the soundings taken by before-dredging surveys and the bottom surface shown by the after-dredging surveys (not including volume below the over-depth allowance) after the work has been completed.
- D. The quantity shall include the volume removed within the limits of the template defining the required slopes, less any deductions that may be required for excess material removed outside the template and previously paid for in progress payments.

### **3. CHARACTER OF MATERIAL**

The material to be removed is accumulated sediment, silts, sand, gravel, shell, and rock within the upper layers of the material to be dredged. Bidders are expected to examine the worksite Contract documents and decide for themselves the character of materials. **The District will not be responsible for nor will additional payment be allowed for the failure of the Contractor to take into account the site conditions including the character of the material to be dredged.**

The contractor is responsible for understanding the character, quality, and quantity of surface and subsurface materials and obstacles to be encountered, insofar as this information is reasonable ascertainable from a visual investigation of the site and as shown in the Contract Documents. Contractor is urged to perform such surface and subsurface examinations and investigations, as they deem necessary to determine to their satisfaction the conditions under which the work of this contract must be completed.

### **4. DEBRIS**

Debris including but not limited to, metal bands, pallets, pieces of broken cable, rope, stumps, concrete, rip rap, and broken piles may be encountered. The District has no knowledge of existing wrecks, wreckage, or other material of that size or character as to require the use of special or additional plant for its economical removal. Debris removed from the dredged area shall be removed from the water. Disposal shall be the responsibility of the Contractor and disposal shall be off-site and outside the limits of the District's property. Pipelines or obstructions encountered by the Contractor in the work area shall be reported to the District's Engineer before proceeding with the work in that area. Contractor shall at all times maintain the work area free from any floating debris.

### **5. ESTIMATED QUANTITY OF MATERIAL**

Within the limits of available funds, the Contractor will be required to dredge the entire quantity of material necessary to complete the work specified. The work is to be done in accordance with this Contract and at the Contract price or prices. The purpose of the project is to reach the specified depths and widths, with payment based upon in-place measurement of quantities removed. Quantities specified are estimates based upon before dredging hydrographic survey.

#### **A. Quantity Summary**

The quantities listed in the Bid documents include the volumes present at the time of the surveys indicated on the Contract drawings, including side and end slopes.

#### **B. Allowable Overdepth**

Allowable overdepth is limited to one (1) foot only. Dredging in excess of one-foot overdepth will not be paid.

#### **C. Side and End Slopes**

Dredging of the side and end slopes shall not be required. The calculated quantities include side slopes as shown in the event any material sloughs off into the dredge footprint.

#### **D. Excessive Dredging**

Material taken from beyond the limits specified will be deducted from the total amount dredged as excessive overdepth dredging or excessive side or end slope dredging, for which payment will not be made.

#### **E. Sliding**

In the event sliding occurs in any part of the excavation; it shall be removed by the Contractor at no additional expense.

## **6. RETENTION DIKES**

- A. All embankments or retention dikes needed for confining or grading the dredged material, with necessary waste weirs, shall be constructed and maintained by the Contractor until completion and final acceptance of the work and the cost thereof shall be included in the contract price for Dredging.
- B. Material for construction and maintenance of the retaining dikes, if required, shall be semi-compacted clay material available from the Contractor's own source.
- C. All dike and spill box work if required for the DMPA shall be completed and accepted prior to any dredging operations.
- D. Retention dikes, spillways, and weirs shall be designed to provide retention time for all dredged material to adequately decant any water to be discharged. Dikes shall be designed to prevent any seepage or migration of water thru the dikes that may jeopardize the integrity of the dikes.
- E. Should the retention dikes fail for any reason during hydraulic dredging operations, the Contractor shall immediately cease pumping until the retaining dikes have been restored or repaired. The Contractor shall, at his expense, move and place into the retention area any material that was displaced outside the retention area as a result of the dike failure.

## **7. UNIT PRICE MEASUREMENT AND PAYMENT**

- A. The total amount of material removed, and to be paid for under the contract, by the cubic yard, will be measured by the cubic yard in place. The volume computed shall be between the bottom surface shown by the before-dredging surveys and the bottom surface shown by the after-dredging surveys (not including volume below the overdepth allowance) after the work has been completed.
- B. The quantity shall include the volume removed within the limits of the template defining the required slopes, less any deductions that may be required for excess material removed outside the template and previously paid for in progress payments.

## **8. EFFLUENT**

- A. The contractor shall be responsible for monitoring the quality of the effluent water as it is decanted. Water quality shall be maintained within the allowable limits (not to exceed a total suspended solids (TSS) concentration of 300 milligrams per liter (mg/l)) as prescribed by all applicable agencies, including but not limited to the Texas Commission on Environmental Quality, the Department of Environmental Protection the Department of Natural Resources and the U.S. Army Corps of Engineers.
- B. In the event that effluent water quality levels do not meet those required, the Contractor shall cease operations until the system can be remedied to return the effluent to acceptable limits.

## **9. LAYOUT OF WORK**

- A. The contractor shall layout the work from the District-established baseline and bench marks at the site, and shall be responsible for all measurements in connection thereof. He shall furnish at his own expense, all stakes, equipment, and labor as may be required.
- B. All progress surveys shall be performed by qualified survey personnel. Prior to any construction, the Contractor shall locate all survey control points shown on the drawings from which the work is established. No separate payment will be made for progress surveys. The cost for providing the progress surveys will be included in the contract price.

## **10. WORK COVERED BY CONTRACT PRICE**

The contract price for dredging shall include the cost of mobilization, demobilization, installation of discharge spillway/sumps (if required), reworking of placement area levees (if required) discharge pumps, discharge piping, discharge monitoring requirements, dredging of required volume of soil material, return of decanted water back to the adjacent water body, and cleanup of DMPA to a condition similar to its condition prior to use for this project.

## **11. INFORMATION REQUIRED WITH BID PROPOSAL**

The contractor shall provide with his proposal a description of the work indicating any changes to the proposed schedule, anticipated mobilization, dredging and demobilization time, and the proposed method(s) of material removal.

## **12. INSPECTION**

- A. The presence of the District's Engineer and/or inspector shall not relieve the Contractor of the responsibility of the proper execution of the work in accordance with the Contract Drawings and Specifications.
- B. The Contractor shall furnish, on the request of the inspector, the use of such boats, boatman, laborers' material, crew and usual equipment of the dredging plant as may be reasonably necessary in inspecting the work at any desired time.
- C. The District has conducted a survey on December 17, 2020 for estimating the dredge volume to be removed (L&A drawings 11647-C2). The District will perform a Before Dredge (BD) survey no earlier than twenty-one (21) days before dredging commences to confirm the elevations shown on the Contract Drawings. The BD cross sections and associated end area volume computations will be submitted to the USACE for its review and approval a minimum of seven (7) days prior to commencement of the dredging operations authorized. This survey may be witnessed by the Contractor, if desired.
- D. The District shall perform an After Dredge (AD) hydrographic survey for the purpose of confirming dredge depths and payment. The Contractor may witness this AD survey, if desired. The actual volume of material removed will be calculated based on the BD survey and the AD Survey except that no payment will be made for material removed below the required dredge depth plus any allowable overdepth.
- E. The District will provide notice to the Contractor a minimum of (48) hours prior to the BD and/or AD surveys so that the Contractor may witness the BD and/or AD surveys, if desired.
- F. The entire plant furnished for the performance of the work under this contract shall be under the control of the Contractor, who shall supervise and direct the prosecution of the work, providing that the requirements and intents of these specifications are met and that the directions and authority of the District's Engineer, as specified, are not violated. The Contractor, or his representative with full authority to act for him with reference to the care and operation of the plant, shall be present on the site of work at all times. The District or District's Engineer reserves the right to provide an on-site inspector to monitor the work.

## **13. BIOLOGICAL RESOURCES**

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The protection of threatened and endangered animal and plant species, including their habitat, is the Contractor's responsibility in accordance with applicable Federal, State, Regional, and local laws and regulations.

#### **14. EQUIPMENT**

- A. The Contractor shall clean previously used construction equipment prior to bringing it onto the project site. Ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the USDA jurisdictional office for additional cleaning requirements.
- B. The equipment used for this work shall perform the required dredging and associated miscellaneous operations in a manner that will hold siltation and turbidity to the lowest possible level, and at all times must be in compliance with local, state and federal water quality requirements. The maximum dredge size shall be an 18" diameter cutter-head suction dredge.
- C. The Contractor shall display signal lights, day signals, and other markings in accordance with the General Regulations of the Department of Army and of the United States Coast Guard.
- D. All tows, dredges, and other related equipment shall be operated in accordance with the General Regulations of the Department of Army and of the United States Coast Guard.
- E. All equipment shall be sized to be able to complete the project within the specified timeframe. In the event that the Contractor's progress falls behind schedule, the Contractor will be required to substitute, upgrade or add additional equipment to meet the progress schedule for completion

#### **15. TRAINING OF CONTRACTOR PERSONNEL**

The Contractor's personnel shall be trained in every phase of environmental protection and pollution control. Conduct environmental protection and pollution control meetings for personnel prior to starting construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. Include in the training and meeting agenda: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection and pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

#### **16. DREDGE SPILL CONTINGENCY PLAN**

The Contractor shall provide and maintain an effective Dredge Spill Contingency Plan that includes the following as a minimum:

- A. Placement Area Monitoring

The Contractor will be required to have 24-hour a day monitoring of the Placement Area during placement operations. The personnel monitoring the containment dikes will be in radio contact with the dredge. The number and qualifications of personnel to be used for this purpose shall be included in the Plan.
- B. Discharge Material Clean-up

The Contractor will be required to identify and have available the names and phone numbers of companies having portable hydraulic dredges or vacuum pumps ready to clean up dredge material discharged from the Placement Area.
- C. Silt Curtains

The Contractor will be required to identify and have available the names and phone numbers of companies having silt curtains which can contain dredged material discharged from the Placement Area.

**D. Spill**

The Contractor's Dredge Spill Contingency Plan shall include the following procedures to be followed in the event of a spill:

- a. The dredge shall cease operations in the Placement Area.
- b. The Contractor shall immediately notify the Contracting Officer who in turn will notify the U.S. Fish and Wildlife Service, the Texas Parks and Wildlife, and General Land Officer.
- c. The Contractor shall submit a specific clean-up plan for approval. No clean-up actions will commence (other than emergencies) until the plan has been approved by the District. The clean-up of misplaced material will be at the Contractor's expense.
- d. The Contractor will be required to submit the Dredged Spill Contingency Plan as part of the Environmental Protection Plan for approval.

**17. POST CONSTRUCTION CLEANUP**

- A. The Contractor shall clean up all areas used for construction in accordance with CONTRACT. Unless otherwise instructed in writing by the District, remove every sign of temporary construction facilities, for example: haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. Disturbed or damaged areas shall be graded, filled, and the entire area seeded or otherwise restored to its preconstruction condition unless otherwise indicated.
- B. Remove construction debris, waste materials, packaging material and the like from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways must be cleaned away.
- C. Upon completion of the project remove the bulletin board, signs, barricades, and any other temporary products from the site. Restore to the original or better condition, areas used by the Contractor for the storage of equipment or material, or other use. Gravel used to traverse grassed areas must be removed and the area restored to its original condition, including topsoil and seeding as necessary.

**18. SUBMITTALS**

District approval is required for submittals. Preconstruction submittals will consist of the following.

- A. Notification Prior to Commencement of Dredging Operations; Indicate anticipated date of commencement of dredging operations and location of dredge.
- B. Submit the Contractor's Site Safety and Health Plan

**19. EASEMENTS**

Permits authorizing the laying of shore pipe, and for placement of dredge material in the Placement Areas, are included in Appendix A The documents authorizing the laying of shore pipelines may contain certain restrictions relative to specific route, location, and general use of the land. These documents form a part of these specifications, and the Contractor shall strictly comply with the terms thereof.

**20. OBSTRUCTION OF CHANNEL**

The Contractor will be required to conduct the work using a method that will obstruct navigation as little as possible and, if the Contractor's plant does obstruct the Channel and makes passage of vessels difficult or endangers them, the plant shall be promptly moved on the approach of a vessel as far as may be necessary to afford a practicable, safe passage. Upon completion of the work, the Contractor shall promptly remove its plant, including ranges, buoys, piles, pipelines, signs, and other marks placed under this Contract.

## **21. TEMPORARY REMOVAL OF AIDS TO NAVIGATION**

The temporary removal or changes in locations of channel markers may be required to facilitate dredging operations. The Contractor shall notify the District at least 30 days prior to the date that the removal or change in location of channel markers will be required so the U.S. Coast Guard can perform the work and so navigation interests may be informed sufficiently in advance of the proposed removal or change in location. The Contractor shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with aids to navigation. Indicate the temporary removal or changes in locations of channel markers required to facilitate dredging operations in the WORK Plan.

## **22. NOTIFICATION**

Contractor shall notify the Galveston Area Engineer of the U.S. Army Corps of Engineers, Post Office Box 1229, Galveston, Texas 77553-1229, in writing at least 10 days prior to the commencement of dredging activities.

## **23. SIGNAL LIGHTS**

Display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the U.S. Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in the fairway or channel, and the passing of other vessels of floating plant working in navigable channels, as set forth in United States Coast Guard Navigation Rules and Regulations Handbook, or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

## **24. DREDGE PLANT**

Keep the necessary dredge equipment and attendant plant on the job to meet the requirements of the work. The dredge equipment and attendant plant shall be in satisfactory operating condition and capable of safely and efficiently performing the work as set forth in Contract Documents and shall be subject to inspection by the District's representative at all times.

## **25. LOOKOUTS AND RADIO COMMUNICATIONS**

The Contractor will be required to provide a lookout person posted on the dredge at all times to visually monitor the movement of vessels around the dredge plant; to perform radio communications with company workboats; and to deliver passing arrangements with other commercial, fishing and recreational vessels. The lookout may not be a collateral duty. The lookout shall be competent in U.S. Coast Guard and Federal Communications Commission radio communications procedures and requirements and shall be trained in the Vessel Bridge to Bridge Radiotelephone Act. The lookout shall maintain up to the minute information on the status of each company workboat and approaching vessels and will communicate this information as required to prevent collisions.

FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CONSIDERED A VIOLATION OF THE SAFETY PROTOCOL ESTABLISHED HEREIN. PURSUANT TO THE DIRECTION OF THE DISTRICT. THE CONTRACTOR MAY BE REQUIRED TO CEASE OPERATIONS UNTIL THIS PROVISION IS COMPLIED WITH. A SUSPENSION, DELAY OR INTERRUPTION OF WORK ARISING FROM NON-COMPLIANCE OF THIS PROVISION SHALL NOT CONSTITUTE A BREACH OF THIS CONTRACT AND SHALL NOT ENTITLE THE CONTRACTOR TO A PRICE ADJUSTMENT IN ACCORDANCE WITH THE CONTRACT CLAUSE ENTITLED SUSPENSION OF WORK OR ANY OTHER PROVISION UNDER THIS CONTRACT.

## **26. CONDUCT OF DREDGING WORK**

### **A. Safety Coordination**

The work and the Contractor's operational activities shall comply with the applicable provisions of the U. S. Department of Labor, Occupational Safety and Health Administration's safety and health regulations for construction and with applicable Occupational Safety and Health Standards as well as all applicable U. S. Coast Guard standards.

The Contractor shall be responsible for public safety at the construction site. All temporary fencing, barricades, warning lights, signs, and flagmen shall be provided and maintained by Contractor as needed. The Contractor shall maintain security of the construction site. Contractor shall obtain pedestrian protection plans and/or traffic control approvals from the local authorities having jurisdiction.

### **B. Protection of Existing Waterways**

The Contractor will conduct dredging operations using a method that will ensure that material or other debris are not pushed outside of the dredging limits or otherwise deposited in existing side channels, basins, docking areas, or other areas being used by vessels. The Contractor will be required to change its method of operations as may be required to comply with the above requirements. If bottom material or other debris is pushed into areas noted above, as a result of the Contractor's operations, the same shall be promptly removed by and at the expense of the Contractor to the satisfaction of the District.

### **C. Adjacent Property and Structures**

No dredging will be permitted within 10 feet of any structure. Damage to private or public property or structures resulting from the disposal or dredging operations shall be repaired promptly by and at the Contractor's expense. Damage to structures as a result of Contractor's negligence will result in suspension of dredging and require prompt repair at the Contractor's expense as a prerequisite to the resumption of dredging. Where dredging to obtain the required dimensions might endanger a structure, the District's Representative, upon request, may reduce the required excavation in the vicinity of this structure.

### **D. Equipment**

Contractor is responsible for determining the type of equipment required to complete the project. The maximum dredge size shall be an 18" cutter-head suction dredge. CONTRACTOR's bid amounts will include any costs for equipment. The District is not liable for additional costs CONTRACTOR may incur as a result of not utilizing the correct equipment or failing to take into account the equipment needed to complete this project.

## **27. EXECUTION**

### **A. Material is to be removed by hydraulic cutterhead suction dredge. The maximum hydraulic dredge size shall be an 18" diameter cutter-head suction dredge.**

### **B. During the progress of the work, the Contractor shall not deposit worn out discharge pipe, wire rope, scrap metal, timbers, or any other such rubbish or obstructive material in the DMPA or along the banks of the navigable waters, except as specified herein. Such material, together with any scrap, rope, wire cables, piles, pipe, or any other obstructive material that may be encountered during dredging, shall be disposed of by the Contractor at locations approved by the District. The Contractor shall also remove and dispose of any existing wire rope, scrap metal, cable spools, pipe and discarded or abandoned dredge parts and materials located within the limits of work under these specifications.**



- C. The Contractor shall locate and protect all existing informational and directional signs, station markers and mile markers that have been established along the bank of the waterway within the reach of the dredging operations covered under these specifications. The Contractor will be liable for and will be required to replace or restore at his own expense all signs and markers damaged or destroyed as a result of dredging operations under these specifications.
- D. All fences, roads, ditches, private or public grounds and other structures or improvements damaged as a result of the Contractor's operations under these specifications shall be repaired or rebuilt by the Contractor at his own expense. The areas used by the Contractor in laying and maintaining his pipelines shall be restored to the same or equal condition as existed prior to the commencement of the work. No construction activities shall impact existing surface drainage patterns and any disturbed areas shall have pre-existing drainage patterns restored upon cessation of work. Upon completion of the work, the ends of all previously closed culverts shall be fully closed with wooden bulkheads and all trenches and bank cuts constructed by the Contractor shall be back filled to original ground elevation.

## **28. PLACEMENT OF DREDGED MATERIAL**

### **A. General**

Material excavated shall be transported to and deposited into GIWW Dredge Material Placement Area 13. The Contractor shall inspect the Placement Area to ensure that using the area for placement operations will not place it in violation of the applicable Federal, State, or local statutes concerning fish and wildlife. Ponded water within the site is a possibility, and soft soil conditions should be expected.

### **B. Misplaced Material**

Material shall not be deposited or allowed to flow into channels or into a bayou, stream tributary to the channel, or into an existing drainage outlet ditch, canal, water intake or outlet facility, nor shall materials be allowed to flow onto improved areas including highways and roads in or adjacent to the Placement Area. If a stream, bayou drainage outlet, ditch, canal, water intake or outlet facility becomes shoaled as a result of the pipeline dredging or placement operations, promptly remove these shoals and the material shall be placed in the Placement Area. Dragging or washing operations to remove the shoals will not be permitted.

### **C. Placement Operations Inspection**

The Contractor shall adequately inspect placement operations in the Placement Area daily to reduce the possibility of accidental breaching of containment dikes and spillways with resulting spillage of dredged materials outside the Placement Area. If containment dike failures occur while materials are being pumped into the Placement Area, dredging operations shall be stopped immediately, and the deposit of material into the Placement Area shall not be resumed until the confining structures have been restored to an approved condition. Holes dug on the banks for dead-men or anchorage shall be filled. Confined areas shall be maintained in an operational condition until completion and acceptance of the work under this Contract.

### **D. Placement Area Drainage**

Deposited materials shall not impound water or impede natural drainage. The Contractor shall, if necessary, excavate and maintain ditches to drain the low areas in the dredged material and Placement Area to the weirs. The ditches shall be of adequate number and size to eliminate ponding of water within the limits of the Placement Area.

E. Maintenance of Existing Containment Dikes and Spillways

It is the responsibility of the Contractor to verify the current condition of the containment dikes and spill ways prior to commencement of dredging and to notify the District of slumped or failed areas where there appears to be a potential for failure or overtopping. The Contractor shall continually monitor the containment dikes condition and maintain the containment dikes in a condition and elevation equal to or better than the condition of the containment dikes at the date commencement of site WORK. The Contractor shall also construct temporary access as necessary to monitor containment dike and spillway conditions.

F. Spillway Operations

Spillway operations should be conducted to maintain compliance with applicable effluent discharge standards. Once placement operations are completed in a confined area for which the Placement Area is being used, the boards on the spillway of the Placement Area shall be removed at a proper rate to allow drainage of the Area. Spillways shall be operated to maintain uniformity of weir elevation around the spillway, as is practicable, during discharge of effluent. Boards shall be uniform in width and of proper length so insertion and removal is not difficult. Cracked, warped or boards of improper length shall be replaced. Seepage between boards during ponding shall be eliminated using plastic sheeting or other effective methods. Upon completion of discharge within a particular Area, the Contractor shall remove the boards as soon as practicable to accomplish drainage of the Area.

**29. PRESERVATION OF PUBLIC AND PRIVATE PROPERTY**

A. Damages

Fences, roads, ditches, private or public grounds, and other structures or improvements damaged as a result of the Contractor 's operations herein specified shall be repaired or rebuilt by and at the Contractor 's expense. The areas used by the Contractor in laying and maintaining pipelines shall be restored to the same or as good a condition as existed prior to commencement of the WORK.

B. Accountability and Restoration

Preserve and protect the existing informational and directional signs, camp facilities, water wells and tanks, station markers, mile markers, and mooring piles which have been established along either bank of the waterway within the reaches of the dredging operations covered herein. The Contractor shall be accountable for and will be required to replace or restore at its expense the signs, camp facilities, water wells and tanks, markers, and mooring piles damaged or destroyed as a result of dredging operations herein specified.

**30. METHOD OF PLACEMENT**

Deposit dredged material by hydraulic dredging operations only. Pipeline for hydraulic dredging shall discharge into the Placement Area as approved by the District based on the Contractor's WORK Plan. The Contractor shall plan his pipeline route carefully to avoid impacts to existing facilities. Include in the pipeline route submittal a plan view and a detailed and dimensioned pipeline crossing plan for any crossed channels or drainage ways or structures. Approval of the plans and crossing details is a requirement prior to laying any pipelines.

**31. DISPOSAL IN PLACEMENT AREA**

A. Dredged material shall be placed only in the designated Placement Area. Every effort has been made to give pertinent details of the location of utilities, pipelines, and other facilities which may be encountered in trenching or jacking operations. The Contractor shall investigate existing conditions and shall be satisfied that no additional construction which may interfere with dredge pipeline laying specified herein exists.

**B. Unauthorized Placement of Material**

Dredged or excavated material that is deposited elsewhere than in places designated or approved will not be paid for and the Contractor may be required to remove the misplaced dredged or excavated material and deposit it where directed at Contractor 's expense.

**C. Debris Disposal**

During the progress of the work, the Contractor shall not deposit worn out discharge pipe, wire rope, scrap metal, timbers, concrete, or other rubbish or obstructive material in the Placement Area, or along the banks of the waterways, except as specified or approved by the District. This material, together with scrap rope, wire cable, piles, concrete, pipe, or other obstructive material which may be encountered during the dredging operations, shall be disposed by the Contractor at approved locations at Contractor's expense.

**32. VESSEL TRAFFIC**

The Contractor shall conduct the Work in such a manner as to not endanger commercial and recreational navigation. The Contractor shall visit the site prior to submitting the Bid and inform himself as to the conditions to be expected. Upon the completion of the WORK, the Contractor shall promptly remove his plant including ranges, buoys, piles, other markers and/or temporary structures placed by him under the Contract.

**33. DAILY REPORTS**

The Contractor shall provide daily reports documenting completed/ongoing/upcoming work, adverse weather or other problems that cause delays, and other items as may be required throughout these specifications. Reports shall be completed for every calendar day from the Notice to Proceed to the date of demobilization and final completion including all punch list items. Reports shall be submitted to the District on a daily basis.

## APPENDIX AND DESCRIPTIONS

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- Appendix A Approved Permit COE Amendment  
United States Army Corps of Engineers Nationwide Permit 35/16
- Appendix B Correspondence with Texas Dot
- Appendix C Project and Placement Area Location  
Illustration of the location of the project and DMPA 13 along with spillways
- Appendix D Project Layout  
Project baseline with control points and state plane coordinates
- Appendix E Structure Overview  
Structure before flooding
- Appendix F PA Use Requirements  
General COE guidelines for use of DMPA-13, USACE Real Estate Outgrant
- Appendix G Bid Drawing Package  
Vicinity Map  
Location Map & Placement Area Plan  
Dredge Plan  
Berth – Elevations and Contours  
Typical Cross Section
- Appendix H Photos from Previous Dredge Project  
Concrete Photo Southeast  
Concrete Photo Southwest  
East Slope 3x5 Rock  
West Slope 3x5 Rock  
Location Rock, Concrete Mats
- Appendix I Performance Bond Rider Fillable Form
- Appendix J Plan View – Rock Slope

**JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**  
**STANDARD FORM OF AGREEMENT**  
**FOR OWNER-CONTRACTOR PROJECTS**

STATE of TEXAS }

JEFFERSON COUNTY }

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, A.D. 2022, by and between JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 of the COUNTY of JEFFERSON in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_ in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 90 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within \_\_\_\_ consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

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

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

Jefferson County Drainage District No. 6  
Party of the First Part (OWNER)

\_\_\_\_\_  
Party of the Second Part (CONTRACTOR)

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Print Name

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

***Bidder Shall Return Completed Form with Offer***

**BID FORM**  
**NEEDMORE DIVERSION SALTWATER BARRIER DREDGING PROJECT**

---

**Opening at 2:00 PM on Thursday, February 3, 2022**

**ITEM BID: Needmore Diversion Saltwater Barrier Dredging Project**

(Meeting Specifications) \_\_\_\_\_ YES \_\_\_\_\_ NO

If Not meeting Specifications, please explain why on a separate piece of paper.

**GIWW PLACEMENT AREA 13**

**1.1 MOBILIZATION/DEMOBILIZATION**

\$ \_\_\_\_\_  
(FIRM PRICE)

Includes all costs associated with the mobilization and demobilization of all material, equipment, and manpower to the project site.

**1.2 DREDGING (to Placement Area 13)**

**Unit Price:** \$ \_\_\_\_\_ per cubic yard \*x 29,000(est.) cubic yards \$ \_\_\_\_\_

Includes all costs related to the dredging operations required per the Contract Drawings and Specifications.

**\* PROJECTED TOTAL FOR PROPOSAL:** \$ \_\_\_\_\_  
(Items 1.1 through 1.2)

**1.3 PAYMENT AND PERFORMANCE BOND**

\$ \_\_\_\_\_

(If required, based upon projected total base bid above)

**\* PROJECTED TOTAL PROPOSAL WITH BOND:** \$ \_\_\_\_\_  
(Items 1.1 through 1.3)

**\* Note:** Actual Payment amount will be based upon actual cubic yards of material dredged as determined by before and after dredge surveys taken in the Needmore Diversion Channel and the GIWW.

**2.0 SCHEDULING**

A construction bar chart depicting the project duration must be submitted after award.

Please indicate the following key schedule items below, based on the proposal to use Placement Area 13:

1. Contractor will move on site \_\_\_\_\_ calendar days after award of contract.
2. Contractor will complete all construction in its entirety \_\_\_\_\_ calendar days after award of contract.
3. Anticipated average number of hours worked will be \_\_\_\_\_ hours per week.

**BID FORM**

**PAGE 2**

**NEEDMORE DIVERSION SALTWATER BARRIER DREDGING PROJECT**

**Opening at 2:00 PM on Thursday, February 3, 2022**

**3.0 ADDITIONAL WORK**

Contractor shall furnish with this bid a current rate schedule listing hourly rates for labor, including wages, benefits, overhead, and profit, and equipment rates on a monthly, weekly, and daily basis for Contractor owned and for outside rental equipment for any necessary additional work requested by the District which is not covered in the specifications and contract documents.

**4.0 CONDITIONS FOR COMPENSATION FOR LOST TIME OR STANDBY TIME**

In the event the Contractor suffers an interruption of work at the convenience or direction of the District, the following rates will be in effect:

1. If the District notifies the Contractor during the prior workday that he will be unable to work:  
\$\_\_\_\_\_/hr. (based upon \_\_\_\_ hours per day)
2. If the District does not give the Contractor prior day's notice and Contractor's men report but are not permitted to work:  
\$\_\_\_\_\_/hr. (based upon \_\_\_\_ hours per day)

These rates shall include labor (base wage, all benefits, over head and profit) and equipment rental rates for contractor owned and for outside rental equipment.

**5.0 ADDITIONAL INFORMATION**

Please provide the following information with the proposal:

1. A list and description of proposed third party subcontractors (if any).
2. A list and description of the major pieces of equipment proposed for use (including marine equipment, support vessel(s), land based equipment, etc.).
3. A definition of the anticipated daily work schedule (i.e. 8, 10, 12 or 24 hours/day).
4. A **sample** certificate of insurance showing policy limits.

Bid Bond Included \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**BID FORM**

**PAGE 3**

**NEEDMORE DIVERSION SALTWATER BARRIER DREDGING PROJECT**

**Opening at 2:00 PM on Thursday, February 3, 2022**

**COMPANY SUBMITTING BID:** Please include a physical address for Bid Bond Return

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Contact Numbers: \_\_\_\_\_

Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By signing this bid form and submitting a bid, bidder acknowledges it has read the bid specification document, including all sections, appendices, and forms. By signature, Bidder acknowledges that this bid, including the bid specification document and all sections, appendices, and forms of that document, when duly accepted by the District, shall constitute a contract equally binding between the successful bidder and Jefferson County Drainage District No. 6

**Acknowledgment of Addenda (if any):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

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

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

**BIDDER MUST RETURN THIS PAGE WITH OFFER**



**APPENDIX A**



**DEPARTMENT OF THE ARMY**  
GALVESTON DISTRICT, CORPS OF ENGINEERS  
P. O. BOX 1229  
GALVESTON, TEXAS 77553-1229

July 6, 2021

Evaluation Branch

SUBJECT: Permit No. SWG-2010-00198; Nationwide Permit Verification

Jefferson County Drainage District No. 6  
c/o: Dr. Joseph Majdalani  
6550 Walden Road  
Beaumont, Texas 77707

Dear Dr. Majdalani:

This is in reference to your request, dated May 12, 2021, submitted on your behalf by Lanier & Associates Consulting Engineers, Inc., to mechanically/hydraulically maintenance dredge 4.2-acres (+/- 31,900 cubic yards of material) to previously authorized depths of -15.22 feet below Mean High Water (-14 feet below Mean Lower Low Water). The dredged material and associated effluent return water are proposed to be placed into Placement Area (PA) 13 in concurrence with previously authorized Corps permit, SWG-2010-00198 (formally DA 22643). The project site is located in the Needmore Diversion Channel, located adjacent to the Gulf Intracoastal Waterway (GIWW), approximately 16 miles west of the intersection of the GIWW and the Sabine-Neches Ship Channel, in Port Arthur, Jefferson County, Texas.

This request is verified by Nationwide Permit (NWP) 16 and NWP 35 pursuant to Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act of 1899. This NWP verification is valid provided the activity is compliant with the enclosed plans, in 5 sheets. In addition, the activity must be in compliance with the NWP General/Regional Conditions, Section 401 Water Quality Certification, and the Coastal Management Program, which can be found at:

<http://www.swg.usace.army.mil/Business-With-Us/Regulatory/Permits/Nationwide-General-Permits/>, a hard copy can be provided to you upon request.

NWP 16. Return Water From Upland Contained Disposal Areas: The return water from a contained disposal area is defined as a discharge of dredged material by 33 CFR 323.2(d), even though the disposal itself does not require a section 404 permit.

NWP 35. Maintenance Dredging of Existing Basins: The removal of accumulated sediment for maintenance of existing marina basins, access channels to marinas or boat slips, and boat slips to previously authorized depths.

The NWP verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 18, 2022. It is incumbent upon you to remain informed of changes to the NWPs.

We will issue a public notice when the NWP's are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

This permit authorization does not obviate the need to obtain Federal, state or local authorization(s) required by law, nor does it grant property rights and/or exclusive privileges, nor authorize any injury to property or rights of others. As such, it should be noted that there are Federal properties (owned or controlled by Corps of Engineers) identified within the project area. Therefore, a real estate application must be submitted. If the requested project is approved, a signed outgrant by the Chief of Real Estate will be issued. The executed outgrant is required before this project can begin. If property access and/or use is denied and/or requires modification to the project as permitted, this authorization becomes null and void and would require a new authorization to adequately address these new impacts. Please visit the Galveston District's website for the most current information regarding the District's outgrant policy at <https://www.swg.usace.army.mil/Business-With-Us/Real-Estate-Division/Outgrant/>. For additional questions or to submit an application please email [SWG-RE@usace.army.mil](mailto:SWG-RE@usace.army.mil).

If you have any question regarding this verification, please contact Andria Davis by email at [Andria.E.Davis@usace.army.mil](mailto:Andria.E.Davis@usace.army.mil) or by telephone at 409-766-3171. Please notify the Chief of the Compliance Branch in the Galveston District Regulatory Division in writing at the letterhead address, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:

For:   
Kristi McMillian  
Leader, Central Evaluation Unit

cc:

Lanier & Associates Consulting Engineers, Inc., Attn: Joanne Scarf, 595 Orleans St.,  
Ste. 600, Beaumont, Texas 77701, Email: [jscarf@lanier-engineers.com](mailto:jscarf@lanier-engineers.com)

Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service  
(NOS), Coast & Geodetic Survey, Silver Spring, MD

Texas Commission on Environmental Quality

Texas General Land Office

# JEFFERSON COUNTY DRAINAGE DISTRICT #6

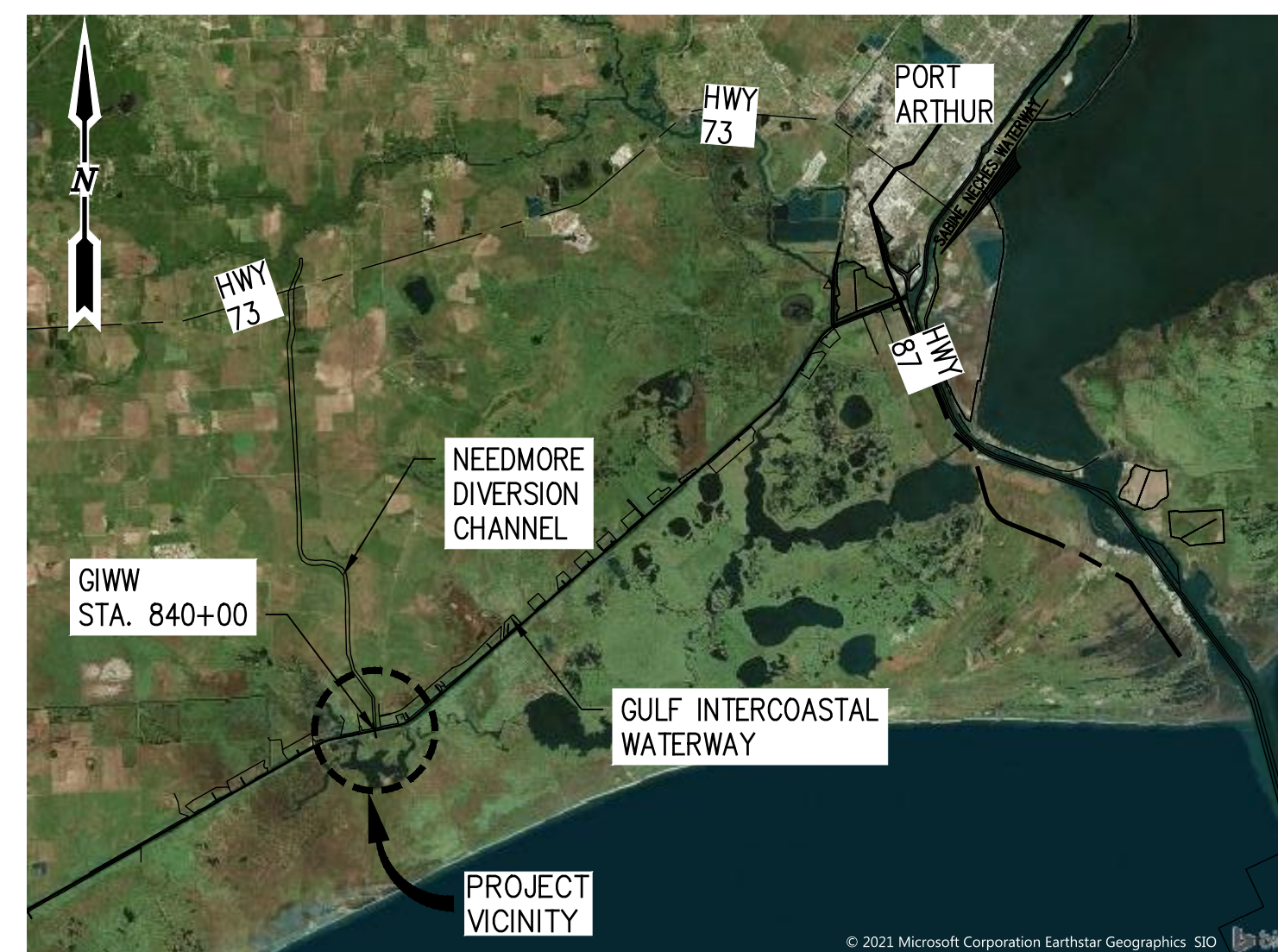
## 2022 NEEDMORE MAINTENANCE DREDGING

### PORT ARTHUR, TEXAS

DRAWING INDEX		
DRAWING NO.	REV.	TITLE
CS1	A	VICINITY MAP & DRAWING INDEX
C1	A	LOCATION MAP & PLACEMENT AREA PLAN
C2	A	DREDGE PLAN
C3	A	BERTH – ELEVATIONS AND CONTOURS
C4	A	TYPICAL CROSS SECTION

**SITE PLAN LOCATION:**

29°41'20.46"N  
94°10'19.72"W

VICINITY MAP

**PRELIMINARY  
FOR BIDS ONLY**  
JANUARY 13, 2022

 **LANIER & ASSOCIATES**  
**CONSULTING ENGINEERS**  
INCORPORATED  
LA: C-1120 TX: F-2981  
NEW ORLEANS, LA • BEAUMONT, TX

*				A	01/13/22	JEL	ISSUED FOR BIDS
REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF REVIEW  
UNDER THE  
AUTHORITY OF  
JOSEPH E. LOOMIS,  
P.E. 126343 ON  
01/13/2022. IT IS  
NOT TO BE USED  
FOR CONSTRUCTION

DATE JAN. '22  
SHT SIZE 22"x34"  
DESIGN \*  
DRAWN PJC  
CHECK JES  
APPR'D JEL  
JOB NO 11496

JEFFERSON COUNTY DRAINAGE DISTRICT #6
PORT ARTHUR TEXAS

2022 MAINTENANCE DREDGING PROJECT NEEDMORE DIVERSION CHANNEL VICINITY MAP & DRAWING INDEX
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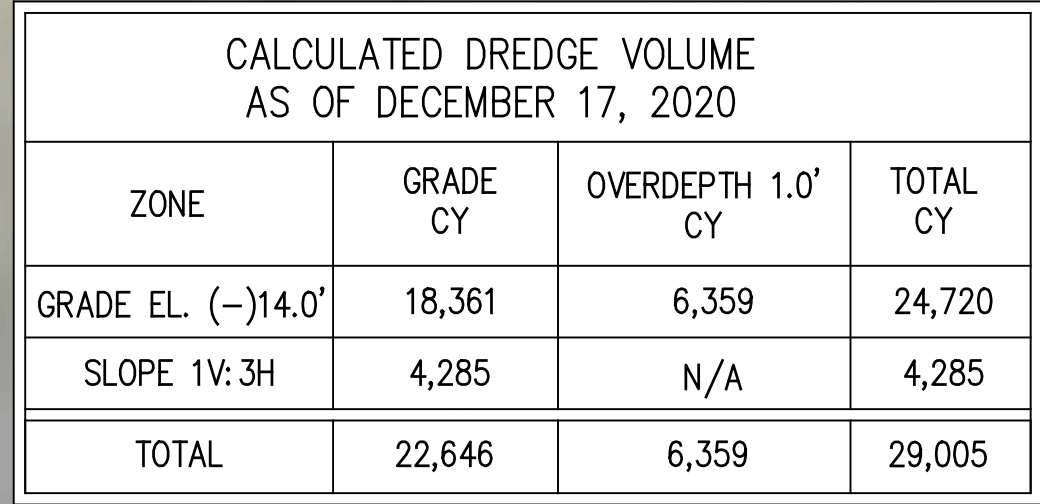
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CS 1



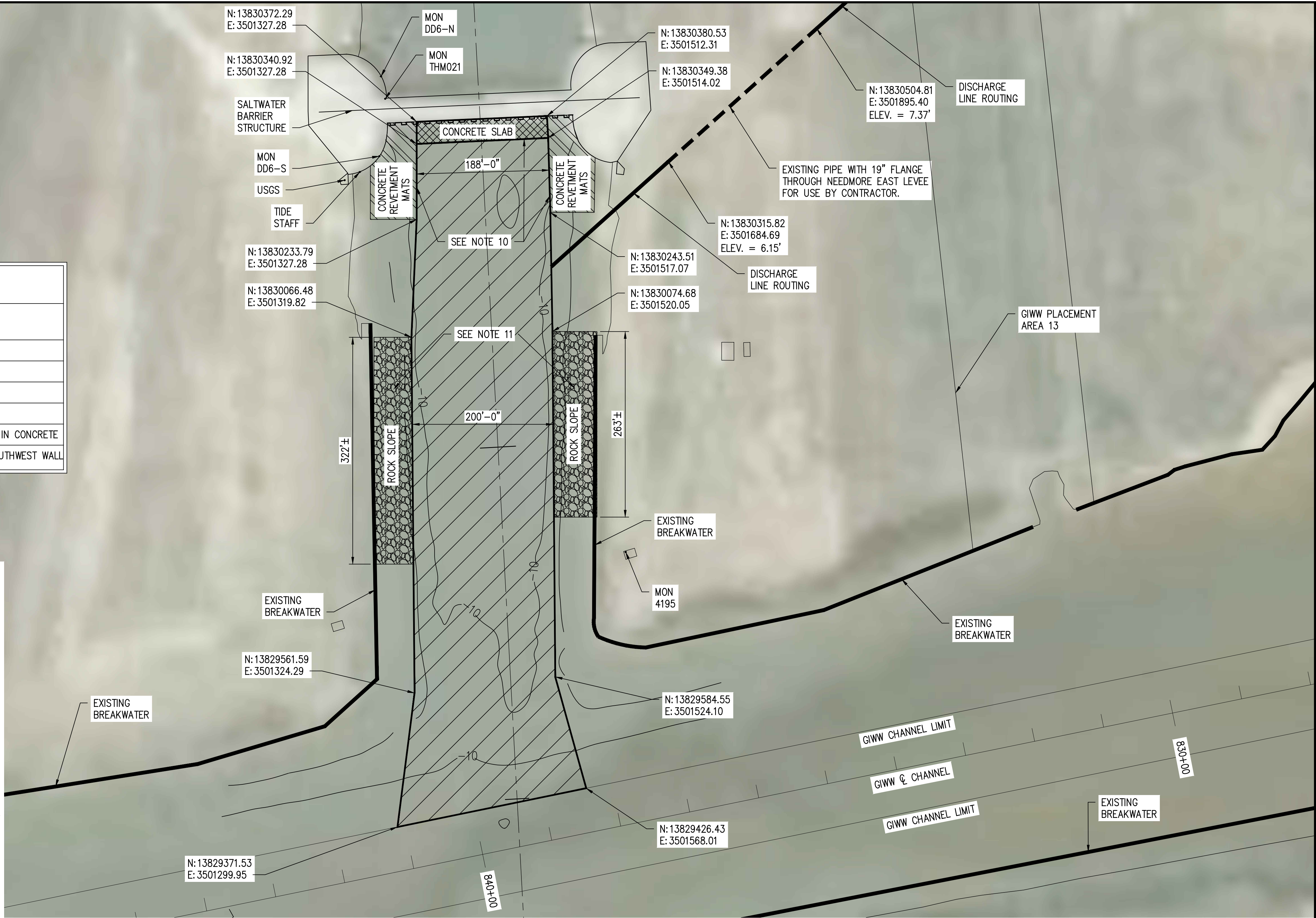




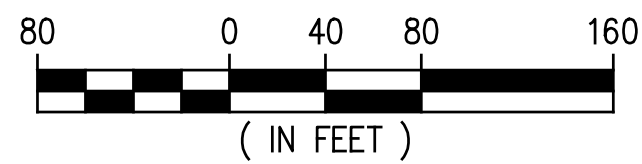


CONTROL POINTS				
POINT NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
4195	13829762	3501624	8.10	JEFFERSON DD6 MONUMENT
THM021	13830404.87	3501282.07	12.20	BRASS DISK IN CONCRETE
DD6-N	13830437	3501277	12.11	BRASS DISK IN CONCRETE
DD6-S	13830323	3501274	5.24	BRASS DISK IN CONCRETE
USGS	13830289	3501225	5.21	BOLT WITH STAMPED WASHER IN CONCRETE
TIDE STAFF	13830301	3501246	N/A	TIDE STAFF INSTALLED ON SOUTHWEST WALL

1. HYDROGRAPHIC SURVEY PERFORMED BY LANIER & ASSOCIATES ON 17 DECEMBER 2020.
2. HYDROGRAPHIC SURVEY WAS PERFORMED UTILIZING ELECTRONIC POSITIONING AND DEPTH EQUIPMENT.
3. HORIZONTAL DATUM REFERENCED TO TEXAS STATE PLANE (SOUTH CENTRAL) NAD 83.
4. ALL ELEVATIONS ARE EXPRESSED IN FEET AND TENTHS.
5. DATUM FOR THE WATER SURFACE AT THE TIME OF THE SURVEY ARE RELATIVE TO MONUMENT 4195 AND TIDE STAFF LOCATED ON BARRIER STRUCTURE.
6. DREDGE QUANTITIES HAVE BEEN CALCULATED BASED UPON THESE SOUNDINGS TO MAINTAIN A DEPTH OF EL. (-)14.0' PLUS A 1.0' OVERDEPTH WITHIN THE DREDGE AREA SHOWN. THE VOLUME BASED ON THE SOUNDINGS SHOWN HAVE BEEN CALCULATED TO BE APPROXIMATELY 29,005 CY.
7. THE AREA ON THIS DRAWING IS SUBJECT TO SILTING. THE ACTUAL ELEVATIONS, FOLLOWING THE DATE OF THE SURVEY, MAY DIFFER FROM THE ELEVATIONS SHOWN.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING THE QUALITY OF THE EFFLUENT WATER AS IT IS DECANTED. WATER QUALITY SHALL BE MAINTAINED WITHIN THE ALLOWABLE LIMITS (NOT TO EXCEED A TOTAL SUSPENDED SOLIDS (TSS) CONCENTRATION OF 300 MILLIGRAMS PER LITER) AS PRESCRIBED BY ALL APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE DEPARTMENT OF NATURAL RESOURCES AND U.S. ARMY CORPS OF ENGINEERS.
9. IN THE EVENT THAT EFFLUENT WATER QUALITY LEVELS DO NOT MEET THOSE REQUIRED LIMITS, THE CONTRACTOR SHALL CEASE OPERATIONS UNTIL THE SYSTEM CAN BE REMEDIATED TO RETURN THE EFFLUENT TO ACCEPTABLE LIMITS.
10. CONTRACTOR SHALL USE CAUTION WHEN DREDGING IN THE AREA OF THE CONCRETE SLAB AND REVETMENT MATS. CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM THE TOP OF THE CONCRETE SLAB.
11. CONTRACTOR IS LIKELY TO ENCOUNTER 3X5 ROCKS WITHIN THE DREDGE FOOTPRINT ALONG THE ROCK SLOPES (SEE APPENDIX L.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY ROCK ENCOUNTERED WITHIN THE DREDGE FOOTPRINT.



SCALE: 1" = 80'



**PRELIMINARY  
FOR BIDS ONLY**  
JANUARY 13, 2022



**LANIER & ASSOCIATES**  
**CONSULTING ENGINEERS**  
 INCORPORATED

LA: EF-1120 TX: F-2981  
 NEW ORLEANS • BEAUMONT • CORPUS CHRISTI • HOUSTON

*					A	01/13/22	JEL ISSUED FOR BIDS
REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

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JOSEPH E. LOOMIS,  
P.E. 126343 ON  
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DATE JAN. '22  
SHT SIZE 22"x34"  
DESIGN \*  
DRAWN PJC  
CHECK JES  
APPR'D JEL  
JOB NO 11496

JEFFERSON COUNTY DRAINAGE DISTRICT #6  
PORT ARTHUR TEXAS

2022 MAINTENANCE DREDGING PROJECT  
NEEDMORE DIVERSION CHANNEL  
DREDGE PLAN

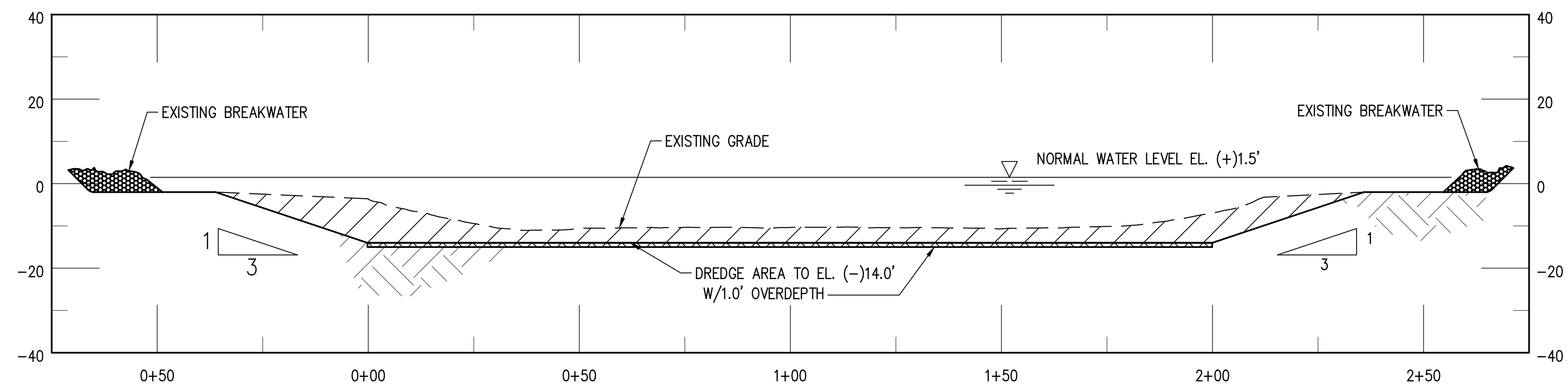
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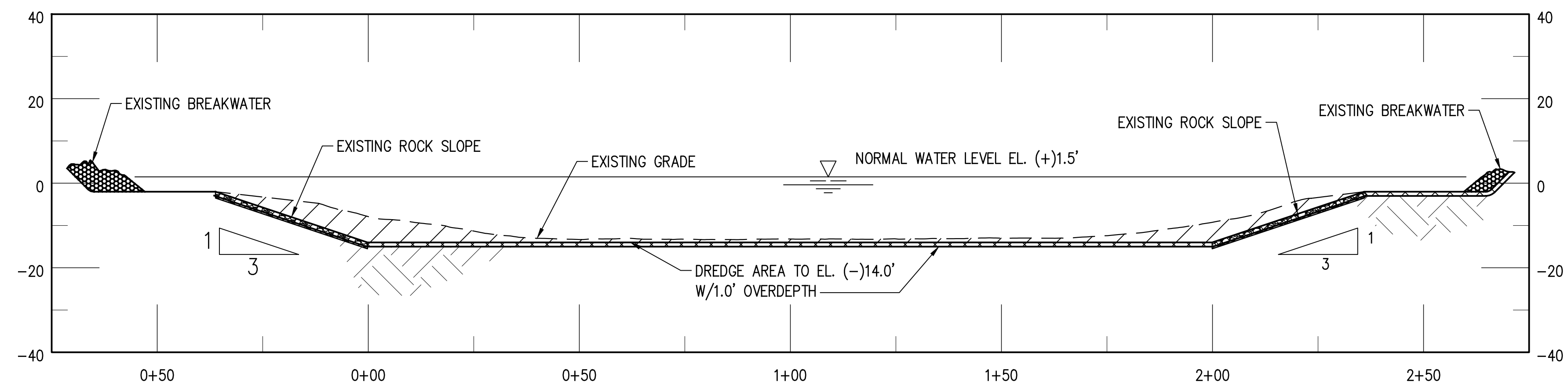




TYPICAL CROSS SECTION – EARTHEN SLOPE

SCALE: 1" = 20'

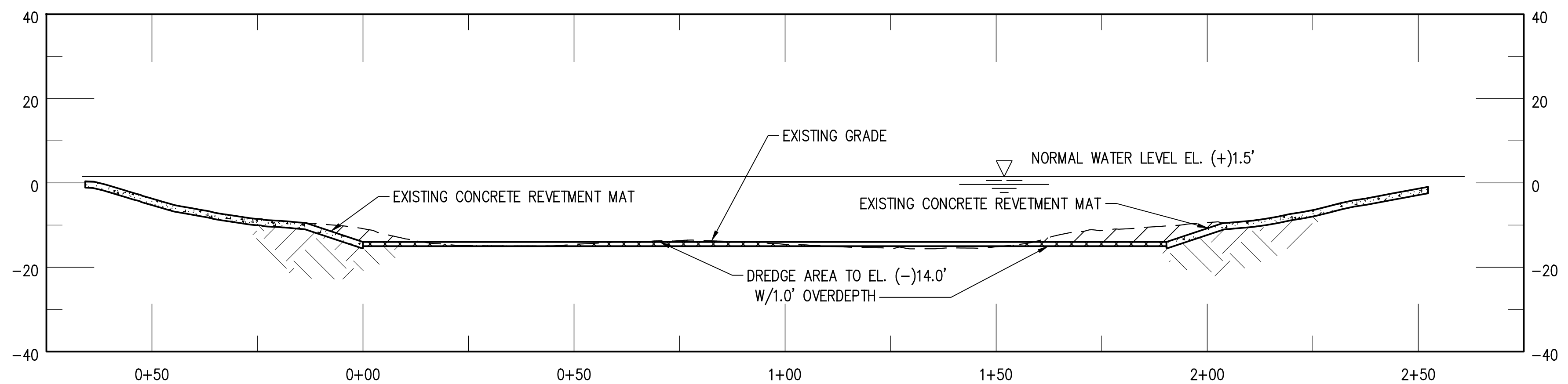
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TYPICAL CROSS SECTION – ROCK SLOPE

SCALE: 1" = 20'

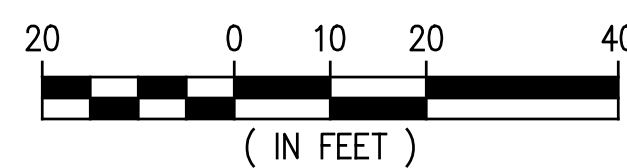
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TYPICAL CROSS SECTION – REVETMENT MAT SLOPE

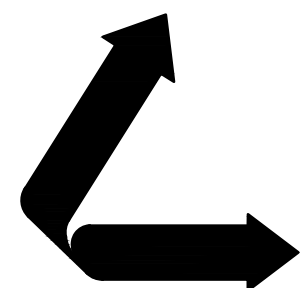
SCALE: 1" = 20'

C  
C3



NOTES:

1. HYDROGRAPHIC SURVEY PERFORMED BY LANIER & ASSOCIATES ON 17 DECEMBER 2020.
2. HYDROGRAPHIC SURVEY WAS PERFORMED UTILIZING ELECTRONIC POSITIONING AND DEPTH EQUIPMENT.
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LANIER & ASSOCIATES  
CONSULTING ENGINEERS

LA: EF-1120 TX: F-2981  
NEW ORLEANS • BEAUMONT • CORPUS CHRISTI • HOUSTON

*				A	01/13/22	JEL	ISSUED FOR BIDS
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JEFFERSON COUNTY DRAINAGE DISTRICT #6  
PORT ARTHUR TEXAS

2022 MAINTENANCE DREDGING PROJECT  
NEEDMORE DIVERSION CHANNEL  
TYPICAL CROSS SECTIONS

SHEET NO.

C4

J:\11000S\11496 DREDGE PERMIT AT NEEDMORE\DRAWINGS\03 - PERMITS\BID PACKAGE\11496-C4.DWG

**PRELIMINARY  
FOR BIDS ONLY**  
JANUARY 13, 2022

Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 25, 2021

Dr. Joseph G. Majdalani, PE  
Jefferson County Drainage District No. 6  
6550 Walden Road  
Beaumont, TX 77707

Re: USACE Permit Application No. SWG-2010-00198

Dear Dr. Majdalani:

This letter is in response to your request for authorization to use the United States Army Corps of Engineers (Corps) Nationwide Permit 16 (NW 16) – Return Water from Upland Contained Disposal Areas associated with Corps Permit No. SWG-2010-00198. Jefferson County Drainage District No. 6 is proposing to conduct maintenance dredging operations at Needmore Diversion Channel located at the Gulf Intracoastal Waterway, Jefferson County, Texas. Jefferson County Drainage District No. 6 proposes to place approximately 31,900 cubic yards of dredged material into the Gulf Intracoastal Waterway Placement Area 13.

The Texas Commission on Environmental Quality (TCEQ) issued a conditional certification for the NW 16 on March 6, 2017, which required effluent from an upland contained disposal area to not exceed a total suspended solids (TSS) concentration of 300 milligrams per liter (mg/l).

By letter dated March 24, 2021, you have consented to having a 300 mg/l TSS condition as part of the water quality certification for use of NW 16. On behalf of the Executive Director, this satisfies TCEQ's water quality certification requirements of NW 16 for return water from upland contained disposal areas associated with Corps Permit No. SWG-2010-00198. A copy of this letter is being sent to the Corps for their records.

If you require additional information or further assistance, please contact Ms. Jenna R. Lueg, Water Quality Assessment Section, Water Quality Division (MC-150), by phone at (512) 239-4590 or by email at [jenna.lueg@tceq.texas.gov](mailto:jenna.lueg@tceq.texas.gov).

Sincerely,

A handwritten signature in black ink, reading "Erika Crespo".

Erika Crespo, Acting Deputy Director  
Water Quality Division

EC/JRL

cc: Andria.E.Davis@usace.army.mil

**APPENDIX B**

Joanne Scarf

---

From: Joanne Scarf <jscarf@lanier-engineers.com> on behalf of Joanne Scarf  
Sent: Thursday, August 19, 2021 1:48 PM  
To: Joanne Scarf  
Subject: FW: FW: Requested Authorization process  
Attachments: Seth Jones.vcf

---

From: Pamela Hightower [mailto:[Pamela.Hightower@txdot.gov](mailto:Pamela.Hightower@txdot.gov)]  
Sent: Wednesday, January 13, 2021 10:05 AM  
To: [dcowart@lanier-engineers.com](mailto:dcowart@lanier-engineers.com)  
Cc: Kenneth Wiemers; [cguy@lanier-engineers.com](mailto:cguy@lanier-engineers.com); [jscarf@lanier-engineers.com](mailto:jscarf@lanier-engineers.com)  
Subject: FW: Requested Authorization process

David,

Please find the response below from Emily Hampton, with TxDOT Maritime. Seth Jones, with USACE, contact information is attached.

Thank you,

**Pamela Hightower**

**Permit Coordinator**

**TxDOT Beaumont Area Office**

8450 Eastex Frwy

Beaumont, TX 77708

(409) 719-1036



---

**From:** Emily Hampton  
**Sent:** Wednesday, January 13, 2021 9:53 AM  
**To:** Pamela Hightower <[Pamela.Hightower@txdot.gov](mailto:Pamela.Hightower@txdot.gov)>  
**Subject:** RE: Requested Authorization process

Good Morning, Pam—

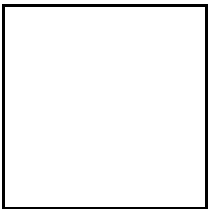
I've talked with a few people in our division and we don't believe that it is necessary for us to provide a letter like this. There isn't a typical TxDOT process for this type of project because we don't have the authority to grant approval—authorization of dredging projects and DMPA use is solely a USACE responsibility.

Mr. Cowart can contact Seth Jones with the USACE for more details. I've attached his contact information.

Please let me know if you have any questions or need anything else.

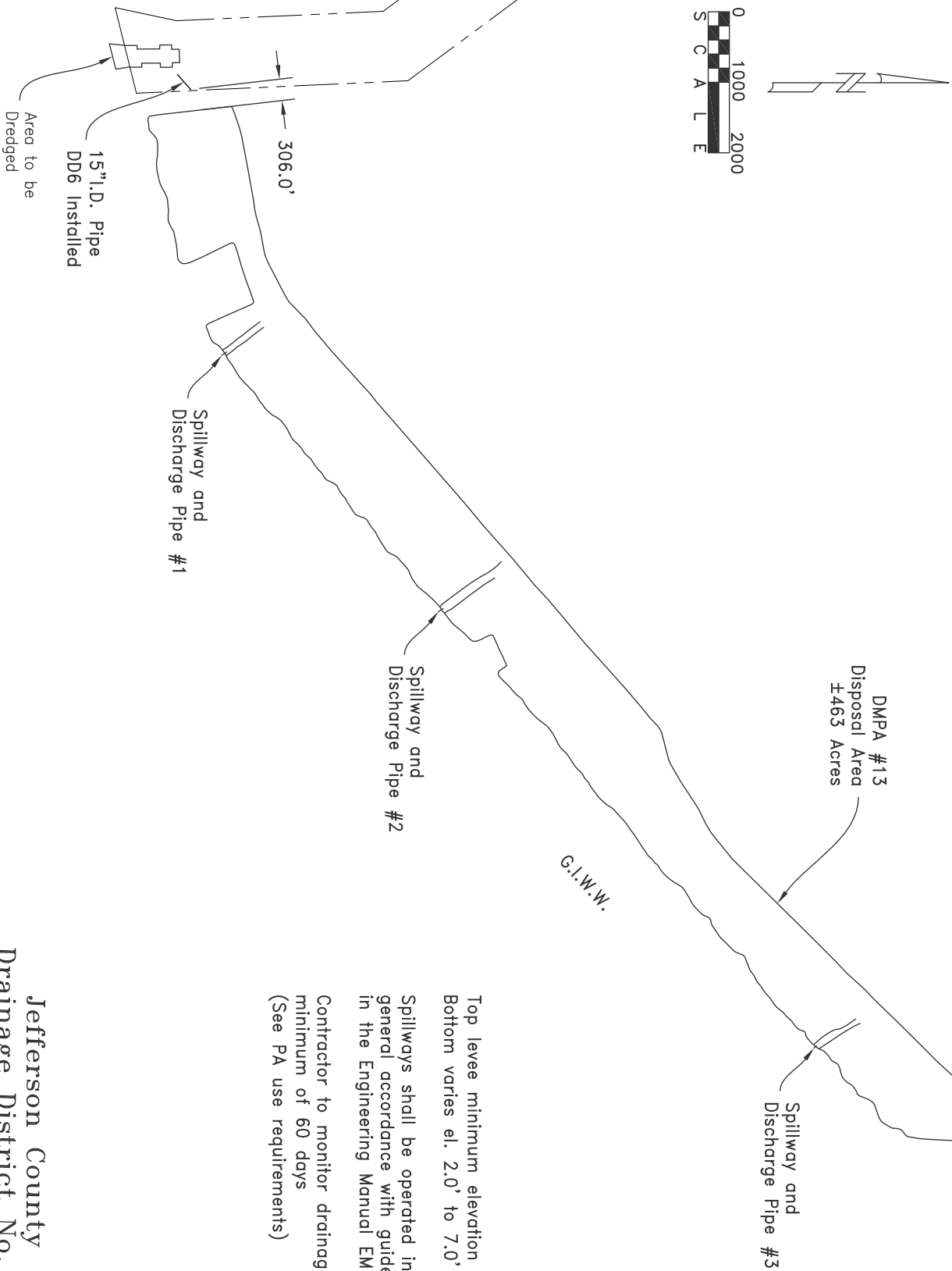
Thanks,

Emily



**APPENDIX C**

APPENDIX C

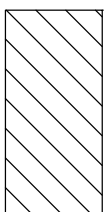


Jefferson County  
Drainage District No. 6  
Dredge Material Placement Area #13

**APPENDIX D**



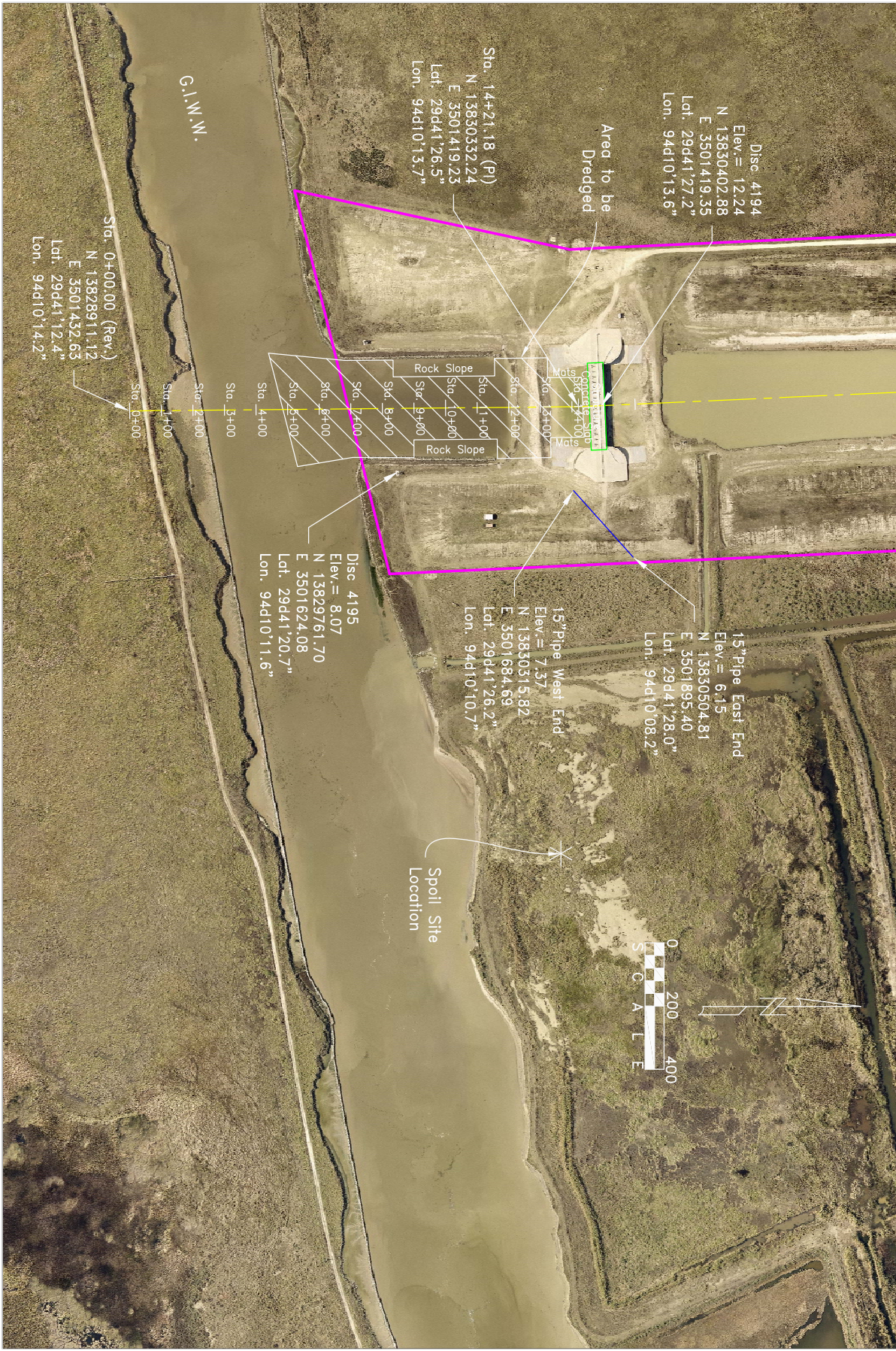
APPENDIX D



Dredge Area

Project Layout

Jefferson County  
Drainage District No.6  
Ditch 8001 – Needmore Diversion  
Dredge Site & Spoil Site Location





**APPENDIX E**



Overview of Structure

**APPENDIX F**



**DEPARTMENT OF THE ARMY LICENSE**

**GULF INTRACOASTAL WATERWAY: SABINE RIVER TO GALVESTON BAY  
JEFFERSON COUNTY, TEXAS**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, under authority of his/her general administrative authority, hereby grants to Jefferson County Drainage District No. 6, hereinafter referred to as the grantee, a license to dredge approximately 31,900 cubic yards of material over, across, in and upon lands of the United States, (Tract 191) as identified in Exhibits A & B, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of two (2) years beginning on the date this license is fully executed, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license shall be the operation and maintenance of the premises by the grantee for the benefit of the public in accordance with the conditions herein set forth.

**3. NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to Joseph Majdalani, General Manager, Jefferson County Drainage District No. 6, 6550 Walden Road, Beaumont, Texas 77707; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 1229, Galveston, Texas 77553, Physical Address: 2000 Fort Point Road, Galveston, Texas 77553; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

**5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, USACE, Galveston District, hereinafter referred

to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.
- e. subject to the right of the United States to collect amounts necessary to cover administrative expenses associated with the processing, issuance, and management of this license under the authority of 10 U.S.C. 2695.

## **8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **9. COST OF UTILITIES (Not Applicable)**

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said



officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

#### **12. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

#### **13. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### **14. TERMINATION**

This license may be terminated by the Grantee at any time by giving the Real Estate Contracting Officer at least thirty (30) day notice in writing to the fore mentioned address.

#### **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any

laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

#### **16. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturb, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### **17. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### **18. EXECUTIVE ORDER 13658**

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for



and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

## 19. SITE SPECIFIC CONDITIONS

### Dredging

a. The designated Dredge Maintenance Disposal Facility (DMDF) authorized for use by Grantee is PA 13.

b. Any United States Army Corps of Engineers (USACE) work or maintenance work will take precedence over the private activities authorized herein. Information regarding the maintenance schedule can be obtained from Timothy White, Resident Engineer (409-985-2000 x1412).

c. Grantee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the grantee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

d. The authorized quantity of non-Federal dredge material to be placed is approximately 31,900 cubic yards.

e. Grantee shall notify and coordinate the exercise of the rights granted herein with Timothy White, Resident Engineer (409-985-2000 x1412); Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028); David Jordan, Realty Specialist (409-766-6348) prior to commencement of activities. Coordination to include, but is not limited to, scheduling pre-work and post-work on-site inspections.

f. Grantee is required to perform Before Dredging (BD) and After Dredging (AD) surveys, as identified below:

(1) The BD surveys shall be conducted by a licensed surveyor no earlier than twenty-one (21) days before dredging commences. The BD cross sections shall be submitted to USACE for its review and approval a minimum of seven (7) days prior to commencement of the dredging operations authorized herein. Cross section surveys shall be taken to a distance far enough to account for any material that may be removed inadvertently as a result of this dredging operation.

(2) Within fourteen (14) days of completing the dredging and disposal activity authorized herein, the Grantee shall provide AD cross sections conducted by a licensed surveyor satisfactory

to Government for its review and approval. The government requires documentation of the final gross volume removed and deposited into the designated DMPF. Following is what is required by the Government to determine gross yardage:

- (a) The AD cross-section shall match the BD cross section location and path.
- (b) The AD cross-sections shall be shown on a template that will adjust to accommodate the gross yardage removed at that cross section. This may require that the template be lowered to capture all material removed if dredging actually occurred below the original BD design or overdepth template.
- (c) For the final determination of gross material removed, the BD survey elevations as provided in (a) directly above shall also be plotted on the same AD cross-section template. If the AD template was adjusted to accommodate a deeper excavation than the original BD template, then this original BD template will not be included with the submission of the adjusted AD template.
- (d) End area volume computation shall be submitted for the BD and AD surveys based upon the template that accommodates the gross yardage removed
- (e) A summary sheet shall be provided showing the BD yardage (from (c) above) minus AD yardage (from (c) above) giving the gross yardage removed.

(3) Within thirty (30) days of receipt of acceptable AD data, Government will complete a reconciliation of the Grantee's BDs and ADs data to determine the actual amount of dredged material placed into the authorized DMPA and notify the Grantee as to the method of payment pursuant to the terms of the Agreement executed between Grantee and the Government.

(4) Grantee shall submit BD and AD surveys and associated volume computations to Aron Edwards, Operations Acting Land Use Coordinator and the designated Realty Specialist identified for this action, in fulfillment of section a and b immediately preceding.

g. Grantee has cleared all USACE sediment testing requirements, as the Sediment Testing report submitted by the Grantee received approval from the SWG Environmental Manager on 23 July 2021.

h. The Grantee shall ensure that once disposal operations are complete the boards on the spillway of the designated DMPF shall be removed at a proper rate to allow and encourage drainage of the area. Spillways shall be operated in general accordance with guidelines contained in the Engineering Manual EM 1110-2-5027 entitled, "Confined Disposal of Dredged Material," to maintain uniformity of weir elevation around the drop-outlet structure, as is practicable, during discharge of effluent. Said manual is incorporated herein by reference and is available for public download free of charge from the U.S. Army Corps of Engineers. (<http://www.publications.usace.army.mil>)

Boards shall be uniform in width and of proper length so insertion and removal is not difficult. Cracked, warped or boards of improper length shall be replaced. Seepage between boards during ponding shall be eliminated using plastic sheeting or other effective methods. Upon completion of discharge within the DMPF, the Grantee will ensure that their contractor removes the boards as soon as practicable to accomplish drainage of the DMPF. The Grantee will ensure that their contractor monitors the drainage of the DMPF for a minimum of sixty (60) days to ensure



maximum drainage.

i. Grantee shall remove all of its equipment and materials, other than dredged material, from the DMPF within fourteen (14) days after completion of the disposal operations. When placing material into PA 13, the Grantee will assure at all times that a minimum 3 feet of freeboard is maintained above the ponded water level throughout the entire levee perimeter. Drainage shall be provided, and no ponds shall be allowed to form between the discharge mounds and the levee.

j. Grantee shall supervise said disposal operations and immediately notify Timothy White, Resident Engineer (409-985-2000 x1412); Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028) of any damage to the Designated DMPF resulting from the Grantee exercising the rights granted herein and take all actions necessary to repair, such damage, in accordance with USACE requirements.

k. Grantee shall adhere to the Technical Specifications submitted via email dated September 28, 2021. Grantee shall contact Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028) if there is any variation to the Work Plan as stated in the document or if any work is required for the dike and/or outfall structure.

**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.


**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this 10<sup>th</sup> day of December, 2021.

NELSON.TIMOTHY  
Y.J.1230372922

Digitally signed by  
NELSON.TIMOTHY.J.1230372922  
Date: 2021.12.10 14:04:08 -06'00'

Timothy J. Nelson  
Contracting Officer, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineers

**THIS LICENSE** is also executed by the grantee this 23 day of November, 2021.

  
Joseph Majdalani  
General Manager  
Jefferson County Drainage District No. 6

**CERTIFICATE OF AUTHORITY**

I, Thad Heartfield, do hereby certify that I am Attorney for Jefferson County Drainage District No. 6 (the "Grantee"), named as Grantee herein; and that Joseph Majdalani, who signed this license on behalf of the Grantee, was then General Manager for the Grantee. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

IN WITNESS WHEREOF, I have made and executed this certification this 23<sup>rd</sup> day of November, 2021.

  
\_\_\_\_\_  
Thad Heartfield  
Attorney  
Jefferson County Drainage District No. 6





PREPARED BY:  
REAL ESTATE DIVISION  
DATE: 20 May 21

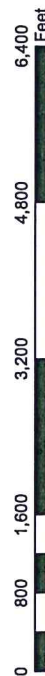


The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.

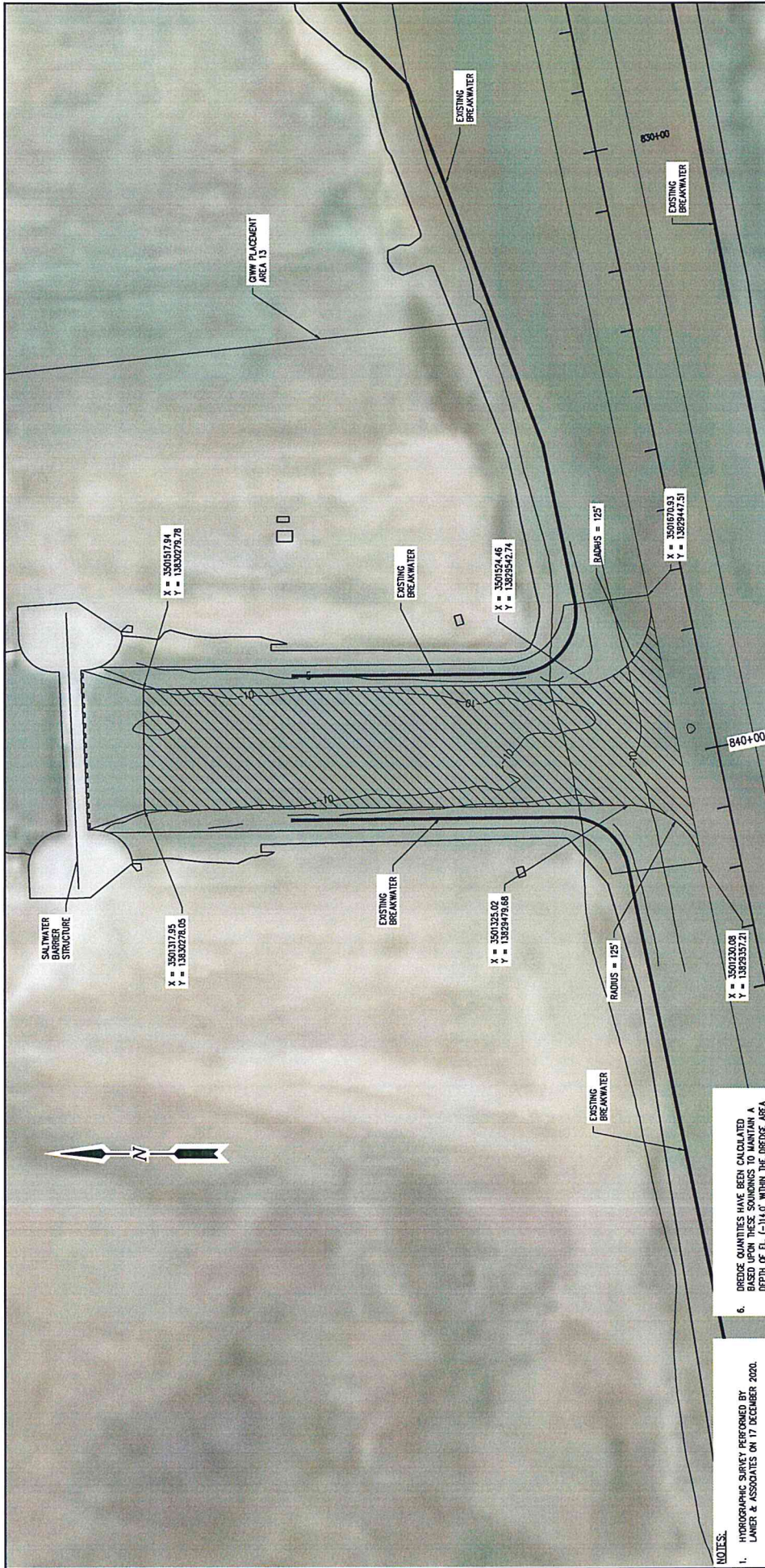


Sheets 1 of 1

- Legend**
- Disposal
- USACE\_PA
- USACE\_Tract







**PRELIMINARY  
FOR REVIEW ONLY**  
MARCH 24, 2021

**DREDGE PLAN**  
SCALE: 1" = 80'



- NOTES:**
- HYDROGRAPHIC SURVEY PERFORMED BY LANIER & ASSOCIATES ON 17 DECEMBER 2020.
  - HYDROGRAPHIC SURVEY WAS PERFORMED UTILIZING ELECTRONIC POSITIONING AND DEPTH EQUIPMENT.
  - HORIZONTAL DATUM REFERENCED TO TEXAS STATE PLANE (SOUTH CENTRAL) NAD 83.
  - ALL ELEVATIONS ARE EXPRESSED IN FEET AND TENS.
  - DATUM FOR THE WATER SURFACE AT THE TIME OF THE SURVEY ARE RELATIVE TO MONUMENT 4154 AND TIDE STAFF LOCATED ON BARRIER STRUCTURE.
  - DREDGE QUANTITIES HAVE BEEN CALCULATED BASED UPON THESE SOUNDINGS TO MAINTAIN A DEPTH OF 11'-11 1/2' WITHIN THE DREDGE AREA SHOWN. THE ELEVATIONS OF THE SOUNDINGS SHOWN HAVE BEEN CALCULATED TO BE APPROXIMATELY 31,900 CY.
  - THE AREA ON THIS DRAWING IS SUBJECT TO SETTING. THE ELEVATIONS OF THE SOUNDINGS SHOWN MAY DIFFER FROM THE ELEVATIONS SHOWN.

<b>LANIER &amp; ASSOCIATES</b> CONSULTING ENGINEERS INCORPORATED LA: EF-1120 TX: F-2981 NEW ORLEANS - BEAUMONT - CORPUS CHRISTI - HOUSTON		<b>JEFFERSON COUNTY DRAINAGE DISTRICT #6</b> PORT ARTHUR, TEXAS <b>2021 MAINTENANCE DREDGING PROJECT</b> <b>NEEDMORE DIVERSION CHANNEL</b> <b>DREDGE PLAN</b>		<b>SHEET NO.</b> <b>C2</b>		
DATE: MAR. 21 SHEET: 22 OF 22 DESIGN: PJC DRAWN: PJC CHECK: ES APPROD: JRL JOB NO: 11499		THIS DOCUMENT IS FOR REVIEW ONLY UNDER THE AUTHORITY OF JANUARY 1, 2021 DATE: 03/24/2021, IT IS NOT TO BE USED FOR CONSTRUCTION				
REV	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
A	03/24/21	JRL	ISSUED FOR REVIEW			

Exhibit B





DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT  
P. O. BOX 1229  
GALVESTON, TEXAS 77553-1229

November 17, 2021

SUBJECT: Gulf Intracoastal Waterway; Sabine River to Galveston Bay; Jefferson County, Texas; REIN-21-064; License No. DACW64-3-22-0024

Joseph Majdalani  
General Manager  
Jefferson County Drainage District No. 6  
6550 Walden Rd.  
Beaumont, TX 77707

Dear Mr. Majdalani:

Enclosed please find an original of the subject License No. DACW64-3-22-0024. Please collect the appropriate signatures and return two signed originals by mail to the address below for execution. You will be mailed a fully executed original for your records.

U.S. Army Corps of Engineers  
Attn: CESWG-RET (David Jordan)  
2000 Fort Point Road  
P.O. Box 1229  
Galveston, Texas 77553

If you have any questions or require additional information, please contact David Jordan at (409) 766-6348 or by email at [David.T.Jordan@usace.army.mil](mailto:David.T.Jordan@usace.army.mil).

Sincerely,

NELSON.TIMOTHY  
Y.J.1230372922

Digitally signed by  
NELSON.TIMOTHY.J.1230372922  
Date: 2021.11.22 12:10:17 -06'00'

Timothy J. Nelson  
Chief, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineers

Enclosure

**APPENDIX G**



# JEFFERSON COUNTY DRAINAGE DISTRICT #6

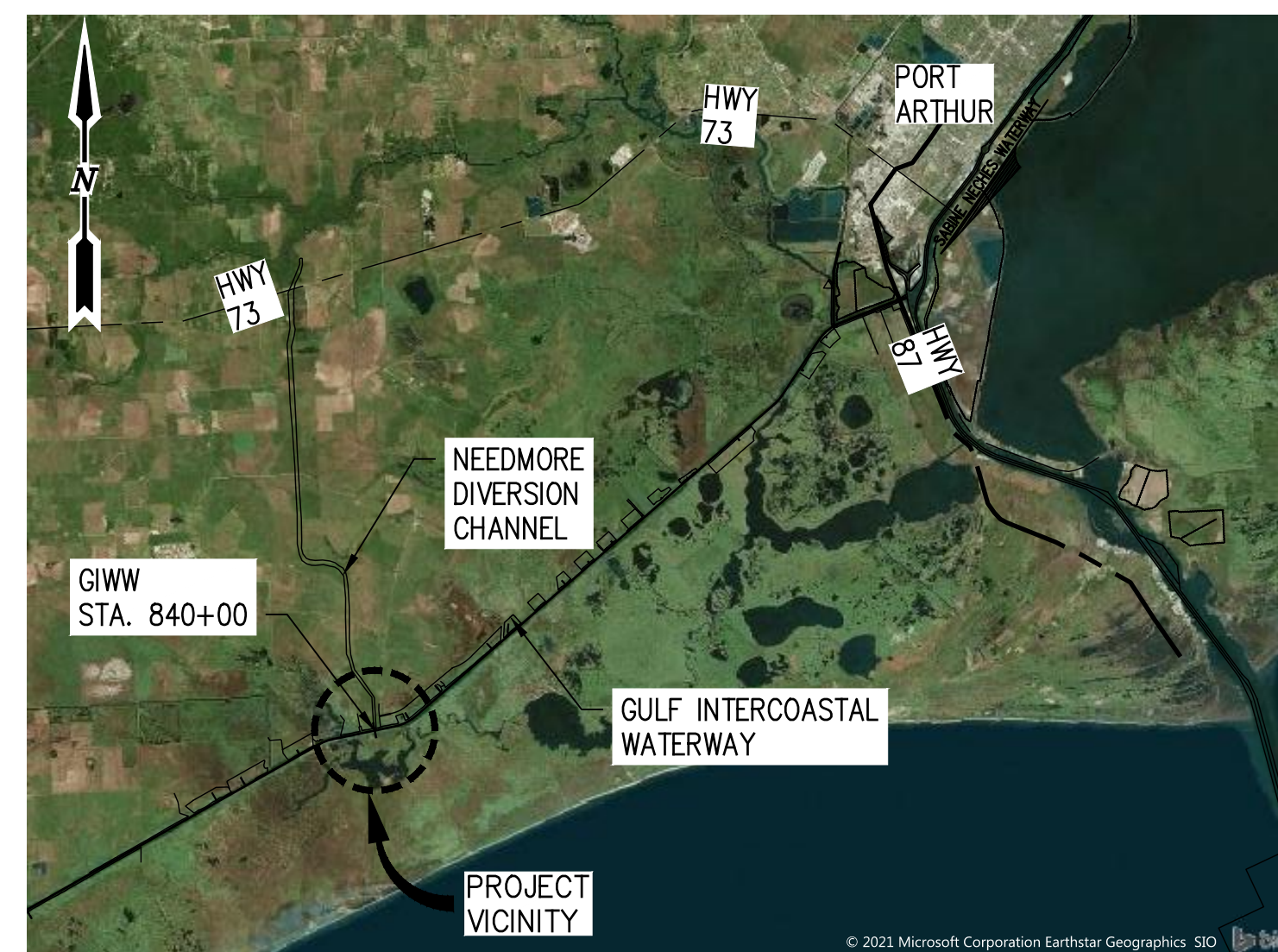
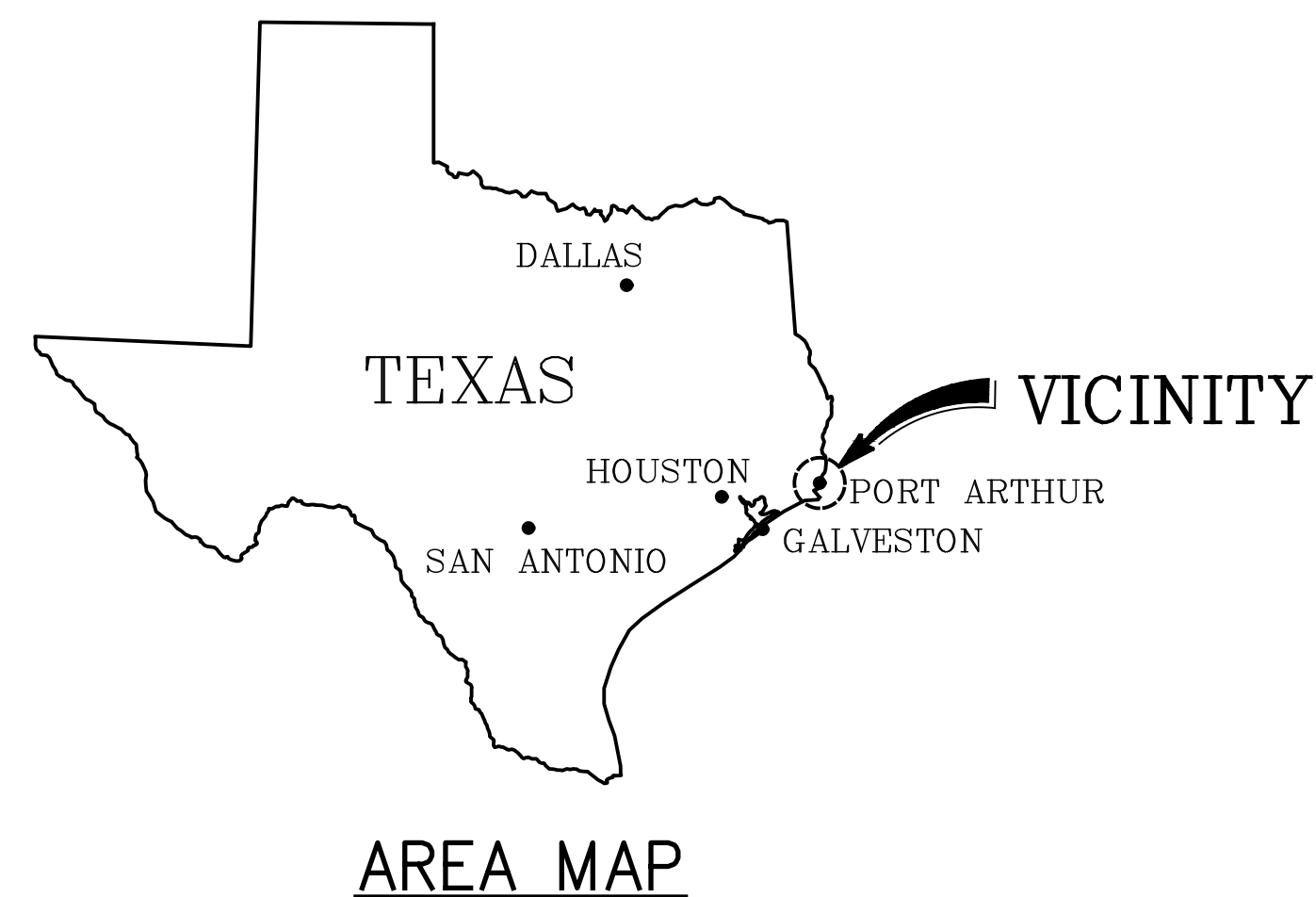
## 2021 NEEDMORE MAINTENANCE DREDGING

### PORT ARTHUR, TEXAS

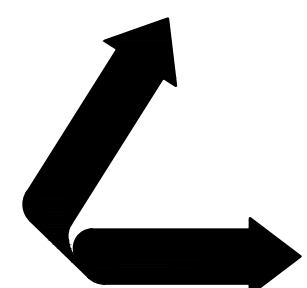
DRAWING INDEX		
DRAWING NO.	REV.	TITLE
CS1	A	VICINITY MAP & DRAWING INDEX
C1	A	LOCATION MAP & PLACEMENT AREA PLAN
C2	A	DREDGE PLAN
C3	A	BERTH – ELEVATIONS AND CONTOURS
C4	A	TYPICAL CROSS SECTION

**SITE PLAN LOCATION:**

29°41'20.46"N  
94°10'19.72"W

VICINITY MAP

**PRELIMINARY  
FOR BIDS ONLY**  
SEPTEMBER 23, 2021



LANIER & ASSOCIATES  
CONSULTING ENGINEERS  
INCORPORATED

LA: C-1120 TX: F-2981  
NEW ORLEANS, LA • BEAUMONT, TX

*				A	09/23/21	JEL	ISSUED FOR BIDS
REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF REVIEW  
UNDER THE  
AUTHORITY OF  
JOSEPH E. LOOMIS,  
P.E. 126343 ON  
09/23/2021. IT IS  
NOT TO BE USED  
FOR CONSTRUCTION

DATE	SEP. '21
SHT SIZE	22"x34"
DESIGN	*
DRAWN	PJC
CHECK	JES
APPR'D	JEL
JOB NO	11496

JEFFERSON COUNTY DRAINAGE DISTRICT #6  
 PORT ARTHUR TEXAS

2021 MAINTENANCE DREDGING PROJECT  
NEEDMORE DIVERSION CHANNEL  
VICINITY MAP & DRAWING INDEX

SHEET NO.

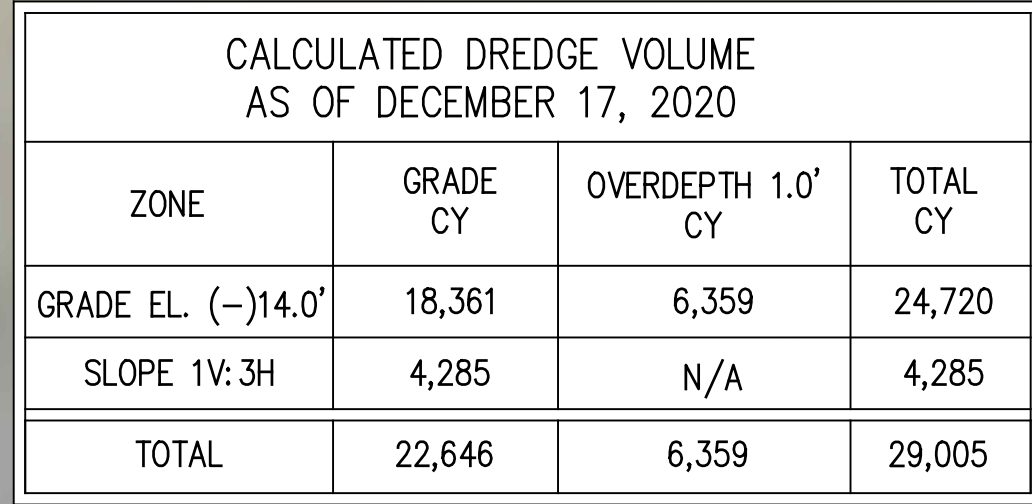
CS 1

J:\11000S\11496 DREDGE PERMIT AT NEEDMORE\DRAWINGS\03 - PERMITS\BID PACKAGE\11496-CS1.DWG



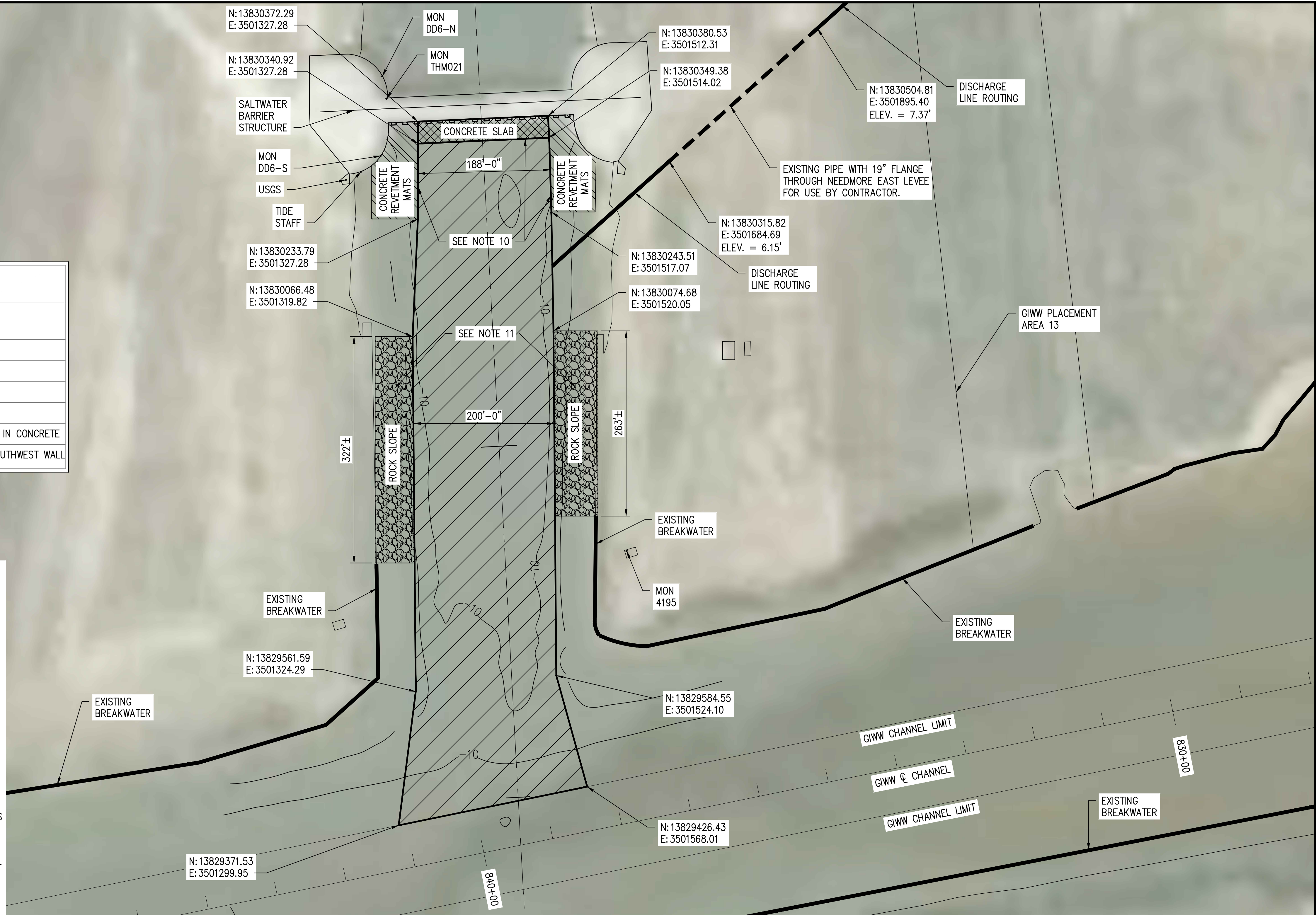




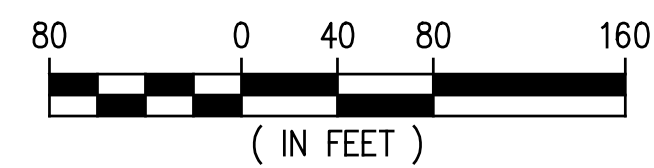


CONTROL POINTS				
POINT NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
4195	13829762	3501624	8.10	JEFFERSON DD6 MONUMENT
THM021	13830404.87	3501282.07	12.20	BRASS DISK IN CONCRETE
DD6-N	13830437	3501277	12.11	BRASS DISK IN CONCRETE
DD6-S	13830323	3501274	5.24	BRASS DISK IN CONCRETE
USGS	13830289	3501225	5.21	BOLT WITH STAMPED WASHER IN CONCRETE
TIDE STAFF	13830301	3501246	N/A	TIDE STAFF INSTALLED ON SOUTHWEST WALL

1. HYDROGRAPHIC SURVEY PERFORMED BY LANIER & ASSOCIATES ON 17 DECEMBER 2020.
2. HYDROGRAPHIC SURVEY WAS PERFORMED UTILIZING ELECTRONIC POSITIONING AND DEPTH EQUIPMENT.
3. HORIZONTAL DATUM REFERENCED TO TEXAS STATE PLANE (SOUTH CENTRAL) NAD 83.
4. ALL ELEVATIONS ARE EXPRESSED IN FEET AND TENTHS.
5. DATUM FOR THE WATER SURFACE AT THE TIME OF THE SURVEY ARE RELATIVE TO MONUMENT 4195 AND TIDE STAFF LOCATED ON BARRIER STRUCTURE.
6. DREDGE QUANTITIES HAVE BEEN CALCULATED BASED UPON THESE SOUNDINGS TO MAINTAIN A DEPTH OF EL. (-)14.0' PLUS A 1.0' OVERDEPTH WITHIN THE DREDGE AREA SHOWN. THE VOLUME BASED ON THE SOUNDINGS SHOWN HAVE BEEN CALCULATED TO BE APPROXIMATELY 29,005 CY.
7. THE AREA ON THIS DRAWING IS SUBJECT TO SILTING. THE ACTUAL ELEVATIONS, FOLLOWING THE DATE OF THE SURVEY, MAY DIFFER FROM THE ELEVATIONS SHOWN.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING THE QUALITY OF THE EFFLUENT WATER AS IT IS DECANTED. WATER QUALITY SHALL BE MAINTAINED WITHIN THE ALLOWABLE LIMITS (NOT TO EXCEED A TOTAL SUSPENDED SOLIDS (TSS) CONCENTRATION OF 300 MILLIGRAMS PER LITER) AS PRESCRIBED BY ALL APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE DEPARTMENT OF NATURAL RESOURCES AND U.S. ARMY CORPS OF ENGINEERS.
9. IN THE EVENT THAT EFFLUENT WATER QUALITY LEVELS DO NOT MEET THOSE REQUIRED LIMITS, THE CONTRACTOR SHALL CEASE OPERATIONS UNTIL THE SYSTEM CAN BE REMEDIATED TO RETURN THE EFFLUENT TO ACCEPTABLE LIMITS.
10. CONTRACTOR SHALL USE CAUTION WHEN DREDGING IN THE AREA OF THE CONCRETE SLAB AND REVETMENT MATS. CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM THE TOP OF THE CONCRETE SLAB.
11. CONTRACTOR IS LIKELY TO ENCOUNTER 3X5 ROCKS WITHIN THE DREDGE FOOTPRINT ALONG THE ROCK SLOPES (SEE APPENDIX L.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ANY ROCK ENCOUNTERED WITHIN THE DREDGE FOOTPRINT.



SCALE: 1" = 80'



**PRELIMINARY  
FOR BIDS ONLY**  
SEPTEMBER 23, 2021



**LANIER & ASSOCIATES**  
**CONSULTING ENGINEERS**  
INCORPORATED

LA: EF-1120 TX: F-2981  
NEW ORLEANS • BEAUMONT • CORPUS CHRISTI • HOUSTON

*				A	09/23/21	JEL	ISSUED FOR BIDS
REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF REVIEW  
UNDER THE  
AUTHORITY OF  
JOSEPH E. LOOMIS,  
P.E. 126343 ON  
09/23/2021. IT IS  
NOT TO BE USED  
FOR CONSTRUCTION

DATE	SEP. '21
SHT SIZE	22"x34"
DESIGN	*
DRAWN	PJC
CHECK	JES
APPR'D	JEL
JOB NO	11496

# JEFFERSON COUNTY DRAINAGE DISTRICT #6

## PORT ARTHUR TEXAS

2021 MAINTENANCE DREDGING PROJECT  
NEEDMORE DIVERSION CHANNEL  
DREDGE PLAN

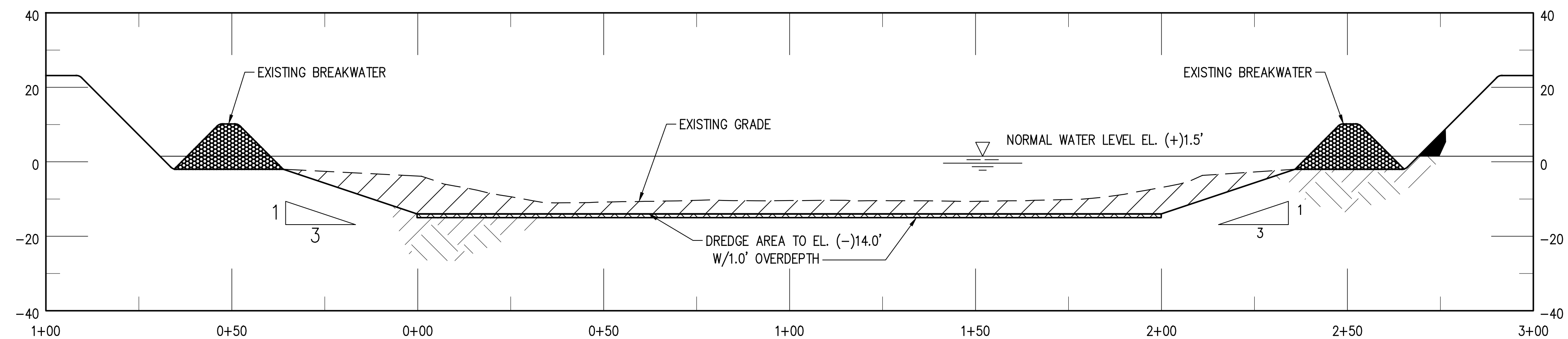
SHEET NO.

C2





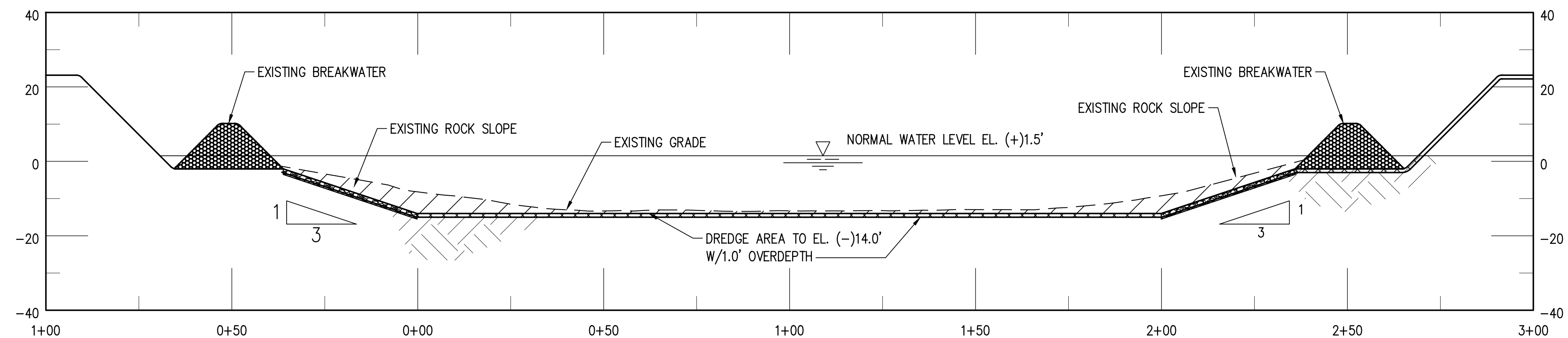




### TYPICAL CROSS SECTION – EARTHEN SLOPE

SCALE: 1" = 20'

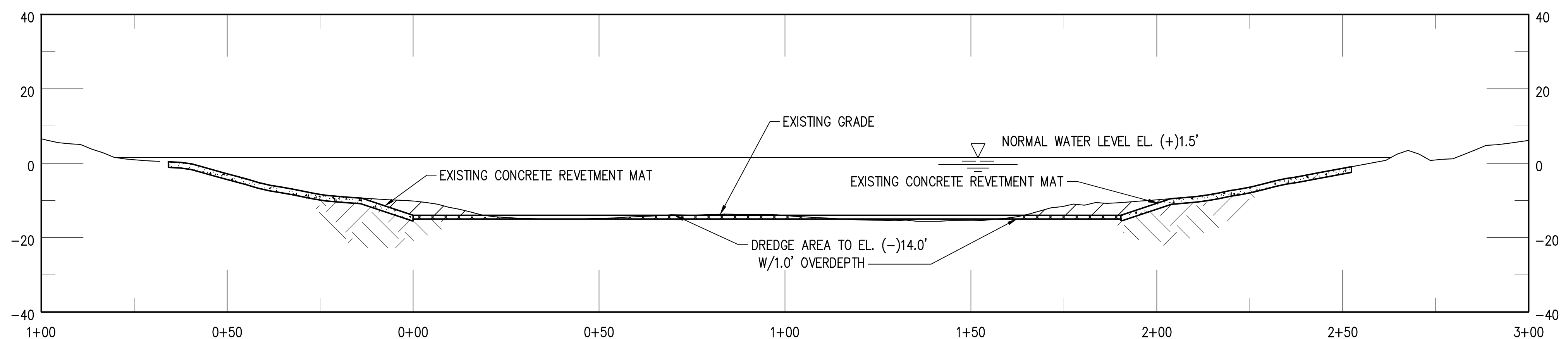
A  
C3



### TYPICAL CROSS SECTION – ROCK SLOPE

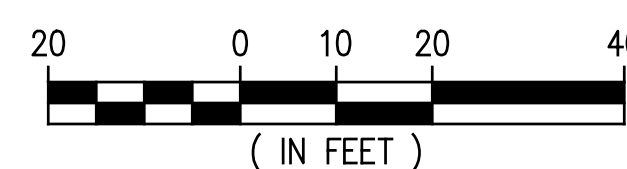
SCALE: 1" = 20'

**B**  
C3



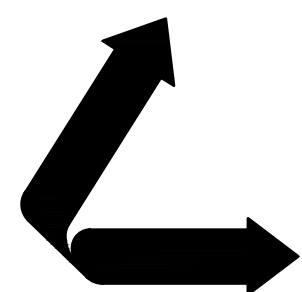
TYPICAL CROSS SECTION – REVETMENT MAT SLOPE

SCALE: 1" = 20'



NOTES:

1. HYDROGRAPHIC SURVEY PERFORMED BY LANIER & ASSOCIATES ON 17 DECEMBER 2020.
2. HYDROGRAPHIC SURVEY WAS PERFORMED UTILIZING ELECTRONIC POSITIONING AND DEPTH EQUIPMENT.
3. HORIZONTAL DATUM REFERENCED TO TEXAS STATE PLANE (SOUTH CENTRAL) NAD 83.
4. ALL ELEVATIONS ARE EXPRESSED IN FEET AND TENTHS.
5. DATUM FOR THE WATER SURFACE AT THE TIME OF THE SURVEY ARE RELATIVE TO MONUMENT 4195 AND TIDE STAFF LOCATED ON BARRIER STRUCTURE.



LANIER & ASSOCIATES  
CONSULTING ENGINEERS

LA: EF-1120 TX: F-2981  
NEW ORLEANS • BEAUMONT • CORPUS CHRISTI • HOUSTON

*				A	09/23/21	JEL	ISSUED FOR BIDS
REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF REVIEW  
UNDER THE  
AUTHORITY OF  
JOSEPH E. LOOMIS,  
P.E. 126343 ON  
09/23/2021. IT IS  
NOT TO BE USED  
FOR CONSTRUCTION

DATE	SEP. '21
SHT SIZE	22"x34"
DESIGN	*
DRAWN	PJC
CHECK	JES
APPR'D	JEL
JOB NO	11496

**JEFFERSON COUNTY DRAINAGE DISTRICT #6**

<b>PORT ARTHUR</b>	<b>TEXAS</b>
--------------------	--------------

2021 MAINTENANCE DREDGING PROJECT  
NEEDMORE DIVERSION CHANNEL  
TYPICAL CROSS SECTIONS

SHEET NO.

## C4

**PRELIMINARY  
FOR BIDS ONLY**  
SEPTEMBER 23, 2021



PROPOSAL AREA NO. 2

SALTWATER BARRIER STRUCTURE

X = 3501317.95  
Y = 13830278.05

X = 3501517.94  
Y = 13830279.78

GIWW PLACEMENT AREA 13

830+00

EXISTING BREAKWATER

EXISTING BREAKWATER

X = 3501325.02  
Y = 13829479.68

X = 3501524.46  
Y = 13829542.74

840+00

RADIUS = 125'

RADIUS = 125'

X = 3501670.93  
Y = 13829447.51

EXISTING BREAKWATER

850+00

EXISTING BREAKWATER

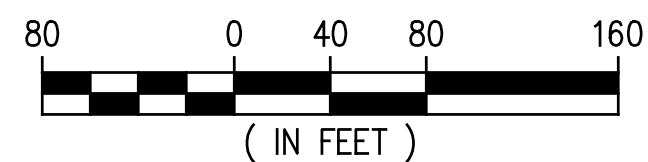
830+00

NOTES:

1. HYDROGRAPHIC SURVEY PERFORMED BY LANIER & ASSOCIATES ON 17 DECEMBER 2020.
2. HYDROGRAPHIC SURVEY WAS PERFORMED UTILIZING
3. DREDGE QUANTITIES WERE CALCULATED BASED UPON THE SOUNDINGS SHOWN. THE VOLUME BASED ON THE SOUNDINGS
4. DREDGE QUANTITIES WERE CALCULATED BASED UPON THE SOUNDINGS SHOWN. THE VOLUME BASED ON THE SOUNDINGS
5. DREDGE QUANTITIES WERE CALCULATED BASED UPON THE SOUNDINGS SHOWN. THE VOLUME BASED ON THE SOUNDINGS
6. DREDGE QUANTITIES HAVE BEEN CALCULATED BASED UPON THESE SOUNDINGS TO MAINTAIN A DEPTH OF EL. (-)14.0' WITHIN THE DREDGE AREA SHOWN. THE VOLUME BASED ON THE SOUNDINGS

1. HYDROGRAPHIC SURVEY PERFORMED BY LANIER & ASSOCIATES ON 17 DECEMBER 2020.
2. HYDROGRAPHIC SURVEY WAS PERFORMED UTILIZING ELECTRONIC POSITIONING AND DEPTH EQUIPMENT.
3. HORIZONTAL DATUM REFERENCED TO TEXAS STATE PLANE (SOUTH CENTRAL) NAD 83.
4. ALL ELEVATIONS ARE EXPRESSED IN FEET AND TENTHS
5. DATUM FOR THE WATER SURFACE AT THE TIME OF THE SURVEY ARE RELATIVE TO MONUMENT 4195 AND TIDE STAFF LOCATED ON BARRIER STRUCTURE.

DREDGE PLAN  
SCALE: 1" = 80'



**PRELIMINARY  
FOR BIDS ONLY**  
AUGUST 18, 2021

[illegible]

**APPENDIX H**





Concrete Mats and Concrete, Southeast Corner of Structure





Concrete Mats and Concrete, Southwest Corner of Structure





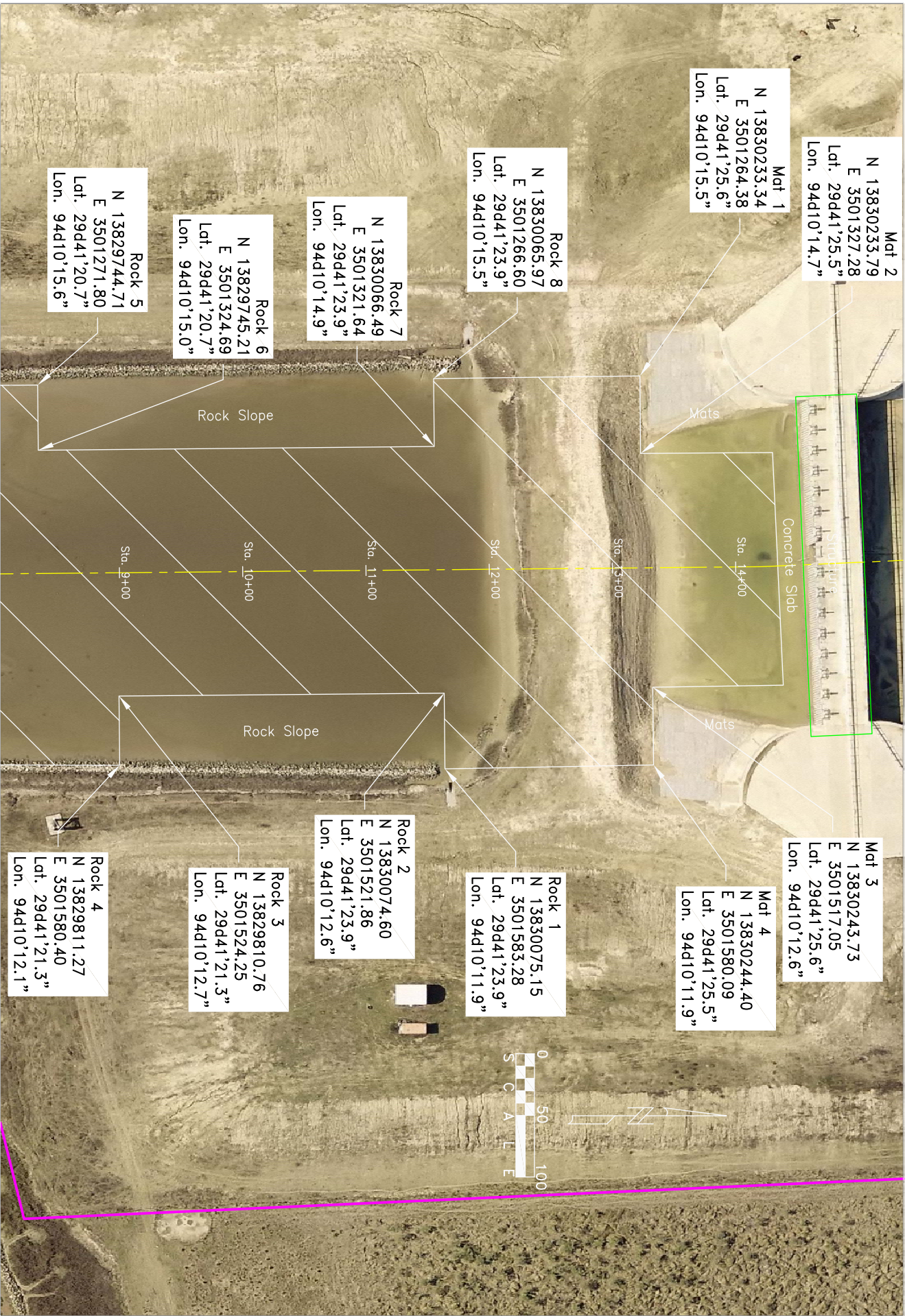
3x5 Rock with Fabric on East Slope







APPENDIX R



Rock Slopes, Concrete Mats,  
and Concrete Locations

Jefferson County  
Drainage District No.6  
Ditch 8001 – Needmore Diversion  
Dredge Site Location

**APPENDIX I**



## R I D E R

*Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or toll-free number listed on this form.*

To be attached to and form a part of \_\_\_\_\_ ,  
Bond No. \_\_\_\_\_ , dated the \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ ,  
issued by the \_\_\_\_\_ ,  
as Surety, on behalf of \_\_\_\_\_ ,  
as Principal, in the penal sum of \_\_\_\_\_ , (\$ \_\_\_\_\_ ),  
and in favor of the State of Texas.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

This rider shall become effective as of the \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ .

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_ .

\_\_\_\_\_  
Principal

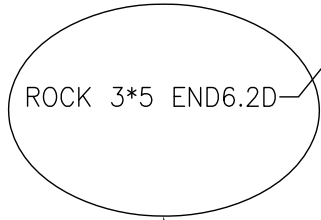
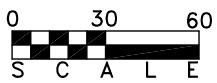
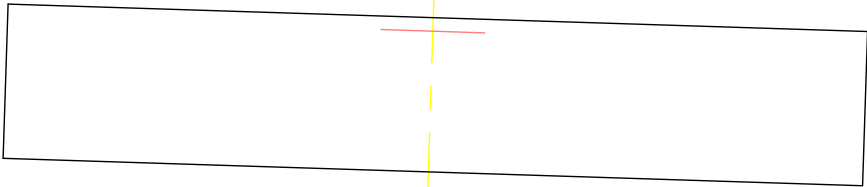
By: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Capacity of Person Signing

**APPENDIX J**

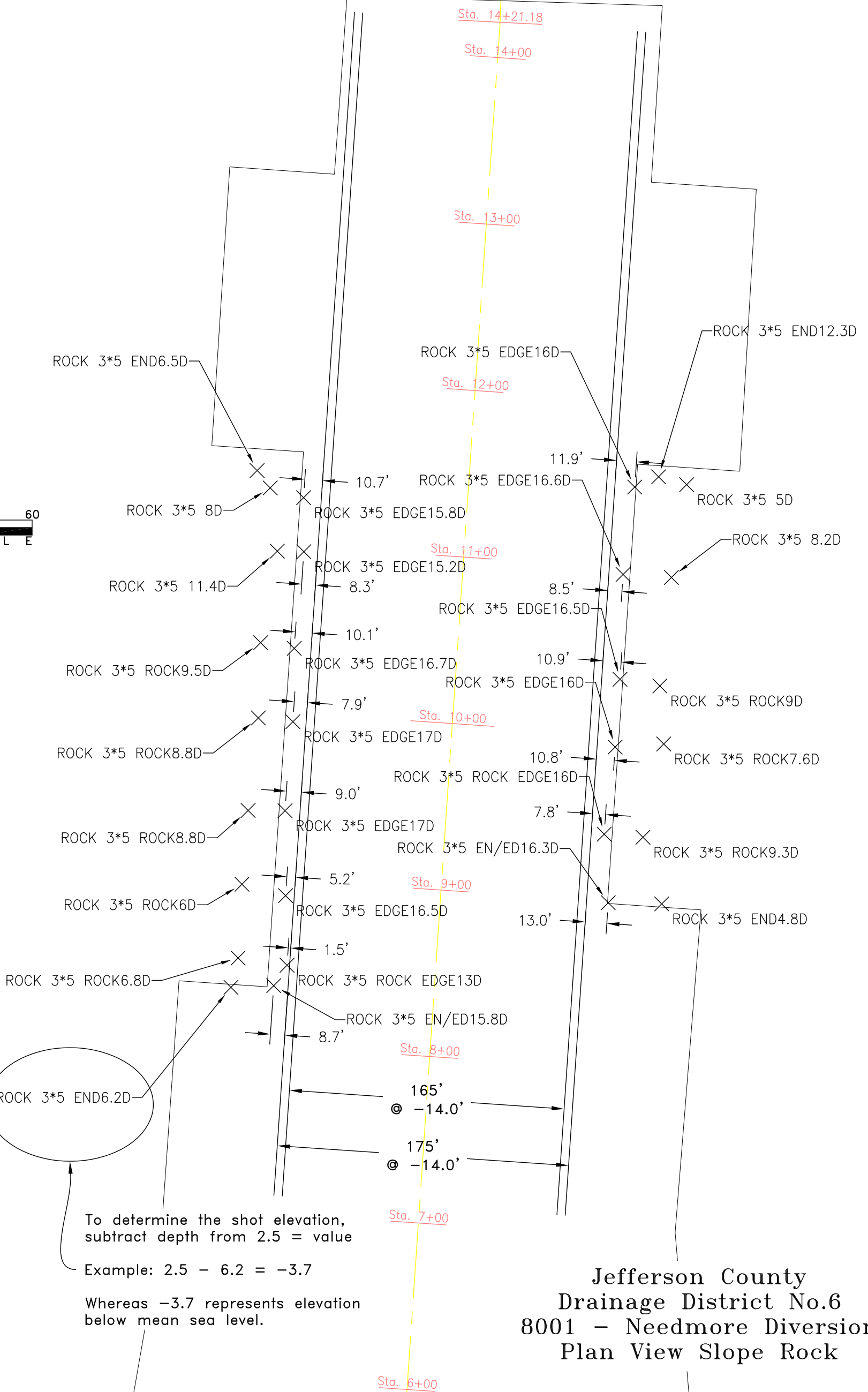




To determine the shot elevation,  
subtract depth from 2.5 = value

Example:  $2.5 - 6.2 = -3.7$

Whereas  $-3.7$  represents elevation  
below mean sea level.



Jefferson County  
Drainage District No.6  
8001 – Needmore Diversion  
Plan View Slope Rock

Topo date: 9-28-2016  
Water surface elev. 2.5'