

LEGAL NOTICE
Advertisement for Invitation for
Bids

January 6, 2022

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for (IFB 21-039/EC) 8th Street Asphalt Repair. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage <http://www.dd6.org/purchasing/bid-specs/bids>.

A Pre-Bid Conference will be held on Friday January 14th at 9:00 AM CST at the Jefferson County Drainage District No. 6 main office and a site visit to follow immediately after.

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 and approved by the Districts advisors. 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. Bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 main facilities at the time and date below. Bidders are invited to attend the sealed bid opening.

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

BID NAME:	8th Street Asphalt Repair
BID NO:	IFB 21-039/EC
DUE DATE:	2:00 PM, January 20, 2022
MAIL OR DELIVER TO:	Jefferson County Drainage District No. 6 Purchasing Department 6550 Walden Rd. Beaumont, Texas 77707

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

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

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Karen J. Stewart, MBA, CTCD
Chief Business Officer
Jefferson County Drainage District No. 6, Texas

Publish: Examiner January 6, 2022 and January 13, 2022
Electronic State Business Daily (ESBD) <http://www.txsmartbuy.com/sp/>

IFB 21-039/EC
8th St. Asphalt Repair
Bids due: 2:00PM CT, Thursday, January 20, 2022

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Instructions to Bidders

1. Bid Submission

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

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

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing 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 Jefferson County Drainage District No. 6 and will be a matter of public record available for review.

Bidder is responsible for submitting:

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

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

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

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

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

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

3. Preparation of Bids

The bid shall be legibly printed in ink or typed. The District requests that bid submissions NOT be bound by staples, spirals, or glued spines.

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

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

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

It is the responsibility of each bidder (of a construction contract) before submitting a bid, to visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; and notify the District of any and all conflicts.

4. Signatures

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

5. District Holidays 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

6. Rejection

Submission of additional terms, conditions or Contracts 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.

7. Emergency/Declared Disaster Requirements

In the event of an emergency or if Jefferson County Drainage District No. 6 is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service The District, during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the District's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer,

then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

8. 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 no less than three (3) days prior to the bid opening. Each interpretation will be in the form of an Addendum to the Specification Documents. Additionally, vendors are responsible for monitoring the Jefferson County Drainage District No. 6 Website www.dd6.org to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive. All such addenda shall become part of the Specification Documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

9. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Purchasing Department. 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 in the Purchasing Department.

10. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County Drainage District No. 6 – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County Drainage District No. 6 reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County Drainage District No. 6. Any bidder who is in default to Jefferson County Drainage District No. 6 at the time of submittal of the bid shall have that bid rejected. Jefferson County Drainage District No. 6 reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County Drainage District No. 6, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County Drainage District No. 6 shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County Drainage District No. 6 may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County Drainage District No. 6 reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and/or to reject any or all bids. In the event the lowest dollar Bidder meeting specifications is not awarded a contract, Bidder may appear before the Board of Directors and present their case after officially notifying the Purchasing Department of Bidder's intent to appear.

11. Notice to Proceed/Purchase Orders

- A. A purchase order(s) or written Notice to Proceed shall be generated by the District 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. Prompt Payment. In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the District of the merchandise ordered and of a valid invoice. The successful bidder is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the District.

12. 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. 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

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.

- a. 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.
- b. 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 subcontractors, 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 District, 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 Contract will be governed and construed according to the laws of the State of Texas. This Contract is performable in the County of Jefferson, Texas. In the event of litigation under this Contract, 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.

13. Execution of Contract/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 contract 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.

14. 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.

15. 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.

16. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

17. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the District's website www.dd6.org as soon as possible following bid opening. A final tabulation will be posted following bid award and will also be available for review in the Purchasing Department.

18. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 6's applicable standard specifications, and any special specifications outlined in the bid document. 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.

19. Brand Reference

References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County Drainage District No. 6 and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Bidders may submit bids on alternates but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with the District.

20. Substitute Or Equal Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the District, application for such acceptance will not be considered until after the Effective Date of the Agreement.

21. 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.

22. Currency

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

23. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern. LUMP SUM OR COST PLUS IS NOT ALLOWED.

24. Notice to Proceed/Purchase Order

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

25. Certification

Upon submission of a bid to the District the 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.

26. 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.

27. 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.

28. No Debt Against the State

Any contract issued as a result of this bid is in contract 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 Contract 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.

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

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

General Conditions of Bidding and Terms of Contract

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

1. Bidding

A. Bids

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

B. Authorized Signatures

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

C. Late Bids

Bids must be in the Jefferson County Drainage District No. 6 Purchasing Department before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

D. Withdrawal of Bids Prior to Bid Opening

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Department. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County Drainage District No. 6 reserves the right to withdraw a request for bids before the opening date.

E. Withdrawal of Bids After Bid Opening

Bids are an irrevocable offer and may not be withdrawn or cancelled within 90 days following opening date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

F. Bid Amounts

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County Drainage District No. 6.

G. Exceptions and/or Substitutions

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions separately on vendor letterhead and sign it.

If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County Drainage District No. 6 rejects exception(s) and /or

substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County Drainage District No. 6.

H. Alternates

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

I. Descriptions

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

J. Bid Alterations

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

K. Tax Exempt Status

Jefferson County Drainage District No. 6 is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

L. Quantities

The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of work; the District does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the scope of work by an amount up to and including 20 percent of any Bid Item, without a change in the unit price, and shall include the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price, without authorized Change Order to the Contract.

M. Bid Award

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County Drainage District No. 6 reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County Drainage District No. 6 reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the District. Jefferson County Drainage District No. 6 reserves the right to award based upon individual line items, sections or total bid

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

N. General Bid Bond/Surety Requirements

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

Within 14 working days after award of the contract, the District will return all bid bonds accompanying each of the bids that are not considered in making the award. All other Bid securities will be held until the Contract has been finally executed.

O. General Insurance Requirements

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

P. Waiver of Subrogation

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

Q. Responsiveness

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

R. Responsible Standing of Bidder

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

S. Confidential/ Proprietary Data

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

T. Bid Reproduction

By submitting a bid, Bidder agrees to reproduction by the District, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

2. Performance

A. Design, Strength, and Quality

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

B. Age and Manufacture

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

C. Delivery Location

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 7:00 a.m. to 4:00 p.m., Monday through Thursday, and 7:00 a.m. to 3:30 p.m. Friday unless otherwise authorized by the Purchasing Department or designee.

D. Delivery Schedule

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

E. Delivery Charges

All delivery and freight charges, free on board (F.O.B.) destination shown on Jefferson County Drainage District No. 6 purchase order, as necessary to perform contract are to be included in the bid price.

F. Installation Charges

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

G. Operating Instructions and Training

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County Drainage District No. 6. Instructions and training shall be at no additional cost to The District.

H. Storage

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

I. Compliance with Federal, State, County, and Local Laws

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County Drainage District No. 6 or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

J. OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County Drainage District No. 6 for any and all damages that may be assessed against The District.

K. Patents and Copyrights

The successful vendor agrees to protect the District from claims involving infringements of patents and/or copyrights.

L. Samples, Demonstrations and Testing

At Jefferson County Drainage District No. 6's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

M. Acceptability

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County Drainage District No. 6. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Department, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days or an otherwise agreed upon time, shall become the property of The District. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

N. Maintenance

Maintenance required for equipment bid should be available within the District by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County Drainage District No. 6 opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

O. Material Safety Data Sheets

Under the "Hazardous Communications Act," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

P. Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for The District. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Drainage District No. 6 Purchasing Department and recommendation to Jefferson County Drainage District No. 6 Board of Directors. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Drainage District No. 6 Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

A. Purchase Orders

A purchase order(s) shall be generated by the Jefferson County Drainage District No. 6 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. Invoices

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist The District in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by Contractor and the purchasing department.

C. Prompt Payment

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by The District of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from The District.

4. Contract

A. Contract Definition

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County Drainage District No. 6, shall constitute a contract equally binding between the successful bidder and Jefferson County Drainage District No. 6.

B. Change Order

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County Drainage District No. 6. No change order will be binding unless signed by an authorized representative of The District and the vendor.

C. Termination

Termination for Cause

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

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

Termination for Convenience

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

Termination Activities

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

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

Termination Damages

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

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

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

D. Conflict of Interest

Employees of the District are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the District without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

E. Injuries or Damages Resulting from Negligence

Successful vendor shall defend, indemnify and save harmless Jefferson County Drainage District No. 6 and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County Drainage District No. 6 growing out of such injury or damages.

F. Interest by Public Officials

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

G. Warranty

In addition to any warranty implied by fact or law, Contractor warrants that the Goods will conform strictly to their description, drawings, specifications and approved samples, if any, will be new and free from all defects in material and workmanship and all defects due to design (other than the District's design) and will meet or exceed all performance criteria set forth in these specifications. Contractor further guarantees and warrants that Contractor has good title, free and clear of all liens, claims, security interests or encumbrances to all Goods furnished in the specifications. If these specifications include the performance of services by Contractor, Contractor warrants that such services shall be performed in accordance with the terms of the specifications and in a good and workmanlike manner. The District shall have the right to inspect and test any Goods before acceptance if such inspection and test are made within a reasonable time or as provided in the specifications. Contractor shall pay the cost of inspecting and testing of rejected Goods and all transportation charges thereon. Upon request of the District, Contractor, at its sole expense, shall, at District's sole option, repair, or replace all or any part of any Goods covered by these specifications which, in the District's opinion, proves, (a) within the earlier of one (1) year from the date the Goods are placed in operation or within eighteen (18) months from date of delivery, or (b) such longer period as may be specified, to be defective in design, materials or workmanship or otherwise not in conformance with the requirements of the specifications. Time is of the essence in modifying, replacing or repairing non-conforming items. If an Item is defective in design, materials or workmanship or otherwise not in conformance with the requirements of the specifications, then Contractor shall be responsible under this warranty, at its expense, for all costs associated with removal, reinstallation, and, if necessary, transportation to and from Contractor's plant or other place of repair. If these specifications involve the performance of services, then, upon request of the District, Contractor, at its sole expense, shall re-perform the services covered by these specifications which prove, within one (1) year from the date the services are rendered, to fail to conform to the foregoing warranty. Alternatively, the District may

require Contractor to refund the purchase price of the non-conforming Goods.

H. Uniform Commercial Code

The successful vendor and Jefferson County Drainage District No. 6 agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

I. Venue

This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in The District of Jefferson, Texas.

J. Sale, Assignment, or Transfer of Contract

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County Drainage District No. 6.

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.

5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

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

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

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

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

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

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

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

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this CONTRACT or with any of the said rules, regulations or orders, this CONTRACT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

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

- a. Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);
- b. Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

- c. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this CONTRACT.
- d. CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- e. A breach of the CONTRACT clause above may be grounds for termination of the CONTRACT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

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

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- d. The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

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

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

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

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

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

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

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

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

This CONTRACT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

180, subpart C and 2 C.F.R. pt. 3000, subpart C CONTRACT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg>. The list of EPA-designate items is available at: <http://www.epa.gov/cpg/products/htm>.

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

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

M. ACCESS TO RECORDS (M)

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

N. SEAL, LOGO AND FLAGS (N)

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

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

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

P. NO OBLIGATION BY FEDERAL GOVERNMENT (P)

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

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

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

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

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

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

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

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

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

Vendors must Provide a printed copy of your current active SAM Status including your UIN (Unique Identification number) with your BID.

3. Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

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

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

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

- A. Submit a FORM 1295 online via the Texas Ethics Commission website link below. Vendors must enter the required information on Form 1295 and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.
- B. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Drainage District No. 6 Purchasing Department. FORM 1295, Completion Instructions, and Login Instructions are available at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

4. Multiple Vendor Award

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

5. Delivery

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

6. Payment

Jefferson County Drainage District No. 6 will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County Drainage District No. 6 as applicable, the address to which the product(s) were delivered and/or service(s) were performed, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to: Jefferson County Drainage District No. 6.

Attention: Accounts Payable

6550 Walden Rd.,

Beaumont, TX 77707.

7. Usage Reports

Jefferson County Drainage District No. 6 reserves the right to request, and receive at no additional cost, up to Two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County Drainage District No. 6, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Indemnification/ Hold Harmless

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

9. General Insurance Requirements

A. 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-Comm/Ons Aggregate	\$2,000,000

B. Auto Liability Limits:

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

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

D. Worker's Compensation Limits:

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

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

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

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

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

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

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

10. Workers' Compensation Insurance

A. Definitions:

- a. Certificate of coverage ("Certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage contract, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the District.
 - c. Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, District-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- B. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage contracts, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the District prior to being awarded the contract – refer to Section 10.2 above.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the District:
- a. A certificate of coverage, prior to that person beginning work on the project, so the District will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the District in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - a. Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage contracts, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - b. Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - c. Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - d. Obtain from each person with whom it contracts, and provide to the Contractor:
 - e. A certificate of coverage, prior to the other person beginning work on the project; and
 - f. the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - g. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - h. Notify the District in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - i. Contractually require each person with whom it contracts to perform with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the District that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage contracts will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the District to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the District.

SUPPLEMENTARY GENERAL CONDITIONS

1. Contract Commencement

The Contract Time will commence on the day indicated in the Notice to Proceed

2. Starting the Project

The Contractor shall start to perform the work on or after the date when the Contract Time commences but in no event shall any work be done at the site prior to the date on which the Contract Time commences.

3. Before Starting Construction

3.1 Before undertaking each part of the work, the Contractor shall carefully study and compare the Specification Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the District any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the District before proceeding with any work affected thereby.

3.2 The Contractor shall submit to the Engineer for review those documents called for in the specifications package.

3.3 When the Contractor delivers its executed Agreement to the District, the Contractor shall also deliver certificates (and other evidence of insurance requested by the District) which the Contractor is required to purchase and maintain in accordance with the requirements of the Specification Documents.

4. Preconstruction Conference

A preconstruction conference attended by the Contractor, the Engineer, and others as appropriate will be held to discuss the Project in accordance with the applicable procedures specified in the General Requirements.

5. Finalizing Schedules

At least seven (7) working days before preparation of the first Progress Payment Schedule, a conference will be held and attended by the Contractor, the Engineer, and others as appropriate to finalize the schedule(s) submitted.

6. Amending and Supplementing Contract

The Contract may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by Change Order.

7. Reuse of Documents

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a direct or indirect contract with the District shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the District and the Engineer and specific written verification or adaptation by the Engineer.

8. Availability of Lands; Physical Conditions; Reference Points

8.1 Availability of Lands:

The District shall furnish, as indicated in the Specification Documents, the lands upon which the Project is to be performed, rights of way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the District, unless otherwise stated. Nothing contained in these Specifications shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights of way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the District until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement agreement furnished to the Engineer prior to said use; and, neither the District nor the Engineer shall be liable for any claims or damages resulting from Contractor's unauthorized trespass or use of any such properties.

8.2 Physical Conditions:

- a. Explorations and Reports: Reference is made to "Physical Conditions" of the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Engineer in the preparation this document. The Contractor may rely upon the accuracy of the factual data contained in such reports, however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such reports or the completeness thereof is the responsibility of the Contractor.
- b. Existing structures: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities) which are at or contiguous to the site that has been utilized by the Engineer in the preparation of this document. The Contractor may rely upon the accuracy of the factual data contained in such drawings; however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the Contractor.

8.3 Differing Site Conditions:

- a. The Contractor shall notify the Engineer in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 14 working days) and before they are disturbed:

Subsurface or latent physical conditions at the site of the project differing materially from those indicated, and; unknown physical conditions at the site of the project of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided.

- b. The Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the District in writing of the Engineer's findings and conclusions.
- c. If the District concludes that because of newly discovered conditions a change in the Specification Documents is required, a Change Order will be issued to reflect and document the consequences of the difference.
- d. In each such case, an increase or decrease in the Contract Price or an extension or reduction of the contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference.
- e. The Contractor's failure to give notice of differing site conditions within fourteen (14) working days of discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct, consequential, or inconsequential in nature.
- f. Nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

8.4 Physical Conditions - Underground Utilities:

- a. Shown or Indicated: The information shown or indicated in the Specification Documents with respect to existing, underground utilities at or contiguous to the site is based on information and data furnished to the District or the Engineer by the owners of such underground utilities or by others. Unless it is expressly provided the District and the Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground utilities shown or indicated in the Specification Documents, for coordination of the work with the owners of such underground utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the Contract Price.
- b. Not Shown or Indicated: If an underground utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Specification Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the owner of such underground utility and give written notice thereof to that owner and shall notify the Engineer.

8.5 Reference Points:

- a. The Engineer will provide one benchmark, near or on the site of the work, and will provide 2 points near or on the site to establish a base line for use by the Contractor for alignment control. Unless otherwise specified the Contractor shall furnish all other lines, grades, and benchmarks required for proper execution of the work.
- b. The Contractor shall be responsible for laying out the work (unless otherwise specified) and shall preserve all benchmarks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its subcontractor's employees, the Contractor shall be responsible for the

accurate replacement of such reference points by professionally qualified personnel at no additional cost to the District.

9. The Contractor's Responsibilities

9.1 Supervision and Superintendence:

- a. The Contractor shall supervise and direct the entire project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Specification Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Specification Documents. The Contractor shall be responsible to see that the finished work complies accurately with the Specification Documents.
- b. The Contractor shall designate in writing and keep on the project at all times during its process a competent, resident, technically qualified, English-speaking superintendent, acceptable to the District, who shall not be replaced without written notice to the District except under extraordinary circumstances. The superintendent shall be the contractor's representative at the site and shall have authority to act on behalf of the Contractor in all matters. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communication to the District through the District Representative.
- c. The sole activity and responsibility of the Contractor's Superintendent shall be the full-time superintendence of the work. The Superintendent shall not engage in any activity which detracts in any way from his ability to devote his complete attention to superintendence of the work nor from the mobility required to personally oversee all physical areas of work activity within the project. The Superintendent shall be present at the site of the work at all times while work is in progress. Failure to observe these requirements shall be considered as suspension of the work by the Contractor until such time as such Supervisor or Superintendent is again present at the site and/or able to devote full attention to superintendence of the project.
- d. Each Subcontractor shall, before starting construction, designate in writing one person who shall have authority to act on behalf of the Subcontractor and who shall be present at the work site at all times while the Subcontractor's work is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Subcontractor until such time as the designated person is present at the site of the work.

9.2 Labor, Materials, and Equipment

- a. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Specification Documents. The Contractor shall maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Specification Documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the District's written consent given after prior written notice and approval by the

Engineer. If the Contractor performs any work after regular working hours, or on Saturday, Sunday, or any legal holiday, it shall pay the District any additional cost incurred by the District as a result of such work.

- b. The Contractor shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one (1) calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the District Representative in writing. Additional compensation will be paid to the Contractor for overtime work only in the event that extra work is ordered by the Engineer, and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.
- c. All costs of inspection and testing performed during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The District shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due the Contractor.
- d. The Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities, and incidentals necessary for the furnishing, performance, testing, start up, and completion of the work.
- e. All materials and equipment shall be of good quality and new, except as otherwise provided in the Specification Documents. If required by the District, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier; but no provision of any such instructions will be effective to assign to the District, nor any of the District's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility .

9.3 Adjusting Progress Schedule

The Contractor shall submit any adjustments in the progress schedule to the District Representative for acceptance.

9.4 Substitutes or "or-Equal" Items:

The contractor shall submit proposed substitutes or "or equal" items.

9.5 Concerning Subcontractors, Suppliers, and Other:

- a. The Contractor shall be fully responsible to the District and for the acts and omissions of its subcontractors and their employees to the same extent as the Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual relationship between the District or the Engineer and any subcontractor, nor shall it relieve the Contractor of any liability or obligation under the prime Contract.
- b. The Divisions and Sections of the Specifications and identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or suppliers or in delineating the work to be performed by any specific trade.

9.6 Permits, License Fees, and Royalties:

- a. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis of claims for additional compensation. The District shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. The Contractor shall pay all charges of utility Districts for connections to the work, and the District shall pay all charges of such utility Districts for connections to the work.
- b. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the District from and against all claims, damages, losses, and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device, and shall defend all such claims in connection with any alleged infringement of such rights.

9.7 Laws and Regulations:

The Contractor shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the work, or the conduct of the workers or employees. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the Contractor shall report the same in writing to the District Representative. The Contractor shall indemnify, defend, and hold harmless the District, the Engineer, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by Contractor or its employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in the Specification Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local laws and regulations. Where an individual state act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

9.8 Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Specification Documents, and (3) the other land and areas permitted by Laws and Regulations, rights of way, permits and easements. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the District by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law.

The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the District harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequently out of any action, legal, or equitable brought by any such other party against the District to the extent based on a claim arising out of the Contractor's performance of the Work.

9.9 Safety and Protection:

- a. The Contractor shall be sole responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the District shall not be interpreted as requiring or allowing Contractor to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the Contractor is to perform. Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices and similar items or devices used by him during construction.
- b. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:
 - i. All employees on the project and other persons and organizations who may be affected thereby;
 - ii. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- c. The Contractor shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- d. The Contractor shall designate a responsible representative at the site whose duty and responsibility shall be the prevention of accidents. This person shall be the Contractor's superintendent or project manager unless otherwise designated in writing by the Contractor to the District.

9.10 Shop Drawings and Samples:

- a. After checking and verifying all field measurements and after complying with applicable procedures, the Contractor shall submit to the Engineer for review all Shop Drawings in accordance with the accepted schedule of Shop Drawing submittals.
- b. The Contractor shall also submit to the Engineer for review all samples in accordance with the accepted schedule of sample submittals.
- c. Before submittal of each shop drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Specification Documents.
- d. The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Specification Documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given written approval of each such variation; nor will any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions the specifications documents.
- e. Where a shop drawing or sample is required by the Specifications Documents, any related Work performed prior to the Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of the Contractor.

9.11 Continuing the Work:

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the District. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the District may otherwise agree in writing.

9.12 Contractor's Daily Reports:

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the District and shall be submitted to the District Representative at the conclusion of each workday.

9.13 Assignment of Contract:

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof or its right, title, or interest therein, or obligations there-under, without written consent of the District, except as imposed by law. If the Contractor violates this provision, the Contract may be terminated at the option of the District. In such event, the District shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee, growing out of such termination.

10. Other Work

10.1 Related Work at Site:

- a. The District may perform other work related to the Project at the site by the District's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Specification Documents, written notice thereof will be given to the Contractor prior to starting any such other work.
- b. The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the District, if the District is performing the additional work with the District's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.
- c. If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other contractor or utility owner (or the District), the Contractor shall inspect and promptly report to the Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

10.2 Coordination:

If the District contracts with others for the performance of other work on the project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided. Neither the District nor the Engineer shall have any authority or responsibility in respect of such coordination.

11. District May Stop the Work

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work will conform to the Specification Documents, the District may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the District to stop the Work shall not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor or any other party.

12. Correction or Removal of Defective Work

If required by the District, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the District, the Contractor shall remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction or

removal, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, made necessary thereby.

13. One Year Correction Period:

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Specification Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the District and in accordance with the District's written instructions, either correct such defective Work, or, if it has been rejected by District, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, shall be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if provided in the Specification Documents.

14. Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, the District prefers to accept the Work, the District may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the District's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Specification Documents with respect to the Work; and the District shall be entitled to an appropriate decrease in the Contract Price.

15. Payments To the Contractor and Completion

15.1 Schedule of Values (Lump-Sum Price Breakdown):

The schedule of values or lump-sum price breakdown shall serve as the basis for progress payments and will be incorporated into a Progress Payment Schedule Form prepared by the Engineer.

15.2 Unit Price Bid Schedule:

Progress payments of unit priced work will be based upon the number of units completed.

15.3 Progress Payments:

- a. Unless otherwise prescribed by law, on or before the 5th calendar day of each month, the Engineer shall prepare and submit to the District for review a Progress Payment Schedule covering measured portions of the Work completed as of the last calendar day of the preceding month, as reported in the inspector's daily reports with such supporting documentation.
- b. The Net Payment due to the Contractor shall be the Contractor's Total Earnings to date from which will be deducted the amount of retainage; the total amount of all previous payments made to the Contractor; any liquidated damages as may become due, and; any special deductions in the Contract Price.

15.4 Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to the District no later than the time of final payment free and clear of all liens.

15.5 Review of Progress Payment Schedule:

- a. The District will review the Progress Payment Schedule and either accepts it for payment, or within seven (7) working days, return it to the Engineer, noting in writing the exceptions taken to the Schedule as submitted. In the latter case, the Engineer shall make the corrections required and resubmit the Schedule to the District for processing.
- b. The District may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the District on account of the Contractor's performance of the work, or Liens have been filed in connection with the work, or there are other items entitling the District to a credit against the amount recommended, but the District must give the Engineer written notice within seven (7) days of receipt of the Engineer's recommended Progress Payment Schedule (with a copy to the Contractor) stating the reasons for such action.

15.6 Beneficial Use or Occupancy and Partial Utilization:

- a. Partial Utilization: The District shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the work. Whenever the District plans to exercise said right, the Contractor will be notified in writing by the District fourteen (14) days in advance, identifying the specific portion or portions of the work to be so utilized or otherwise placed into service.
- b. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the District will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice.
- c. Beneficial Use or Occupancy: The District shall have the right, at its option and convenience, to occupy or otherwise make use of all or any part of the project premises at any time prior to substantial completion, fourteen (14) days in advance written notice to the Contractor. Beneficial occupancy or use shall be subject to the following conditions:
 - i. The District shall use its best efforts to prevent occupancy from interfering with the conduct of the Contractor's remaining work;
 - ii. The Contractor shall not be required to repair damage to the premises if the same was caused by, or pursuant to, the District's occupancy or use;
 - iii. One-year correction period for those portions of the premises occupied and equipment used by the District shall start as of the date of actual occupancy or use;
 - iv. Occupancy or use shall not constitute acceptance by the District either of the completed work or any portion thereof, nor will it relieve the

Contractor from full responsibility for correcting defective work or materials found before completion and acceptance of all the work .

- v. Occupancy or use shall not be deemed to be the equivalent of filing a Notice of Substantial Completion/Notice of Completion or a Cessation of Labor;
- vi. There shall be no added cost to the District due to pre-completion occupancy or use.

15.7 Substantial Completion:

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the District and the Engineer in writing that the Work is substantially complete and request that the Engineer schedule a Final Inspection. Within a reasonable time thereafter, the District, the Contractor, and the Engineer shall inspect the Work to determine the status of completion. If the District does not consider the Work to be substantially complete, it will request that the Engineer so notify the Contractor in writing, stating the reasons therefore. If the District considers the Work substantially complete, with only minor items of corrective work remaining, it will instruct the Engineer to prepare and deliver to the District for its execution and recordation six (6) copies of the Notice of Substantial Completion/Notice of Completion, signed by the Engineer and Contractor. As applicable, there shall be attached to the Notice a list of items (punch list) to be completed or corrected before the Final Progress Payment will be made. Upon execution and recordation of the Notice by the District, which shall fix the date of Substantial Completion, the District will furnish the Contractor with two (2) copies of the executed Notice with punch list attached as applicable. The Contractor shall immediately upon receipt of the executed Notice and attached punch list, begin such corrective work as is required by the District and indicated on the punch list. All corrective work must be completed by the Contractor to the satisfaction of the District within thirty (30) working days following the date of Substantial Completion. If, at the expiration of the 30-day correction period, outstanding items of corrective work remain, the District may, at its option, accept the work or, in response to extraordinary conditions and at the written request of the Contractor, grant one (1) thirty (30) calendar day extension of time for completion of all outstanding punch list items. If, at the expiration of the 30-day extension period or if at the expiration of the original 30-day corrective work period an additional extension is not granted by the District and the District accepts the Work with items of corrective work outstanding, the Engineer is directed to deduct up to two (2) times the value of such outstanding items of work from the Final Progress Payment Schedule and the Contractor does hereby waive any and all claims to all monies withheld by the District to cover up to two (2) times the value of all uncorrected or incomplete items of the Work. The Engineer shall be the sole and final judge of the value of uncorrected and/or incomplete items of the work.

15.8 Final Progress Payment:

The Final Progress Payment shall comprise all billable items or the Work including billable items of corrective work completed through the end of the Final Progress Payment Period. The Final Progress Payment shall be based on the Final Progress Payment Schedule prepared by the Engineer and shall be calculated as follows: Final Progress Payment due shall equal the sum value of completed items of the Work plus the value of completed Change Order Work less 5% retainage, less Liquidated Damages (as applicable), less Special Reductions (as applicable),

less an amount up to two (2) times the value of outstanding items of corrective work (as applicable) and less all previous payments.

15.9 Acceptance by District and Final Payment:

At such time that the Contractor has completed all items of corrective work or, upon expiration of the corrective work period(s), the Contractor shall deliver to the Engineer all documentation called for in these Specification Documents together with complete and legally effective releases or waivers (satisfactory to the District) of all claims arising out of or filed in connection with the Work by any vendor, supplier, rental agency, subcontractor or others having directly or indirectly supplied goods, services materials and/or equipment utilized for or incorporated in the construction of the Work. Additionally, and concurrent with the above, the Contractor shall deliver to the Engineer, all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, record documents and other documents, all as required by these Specification Documents. If, on the basis of the Engineer's reports and recommendations and the District's examination of the documentation and waivers of claims submitted by the Contractor, the District is satisfied that the Work has been completed and that the Contractor's obligations under the requirements of these Specification Documents have been fulfilled, the District will, within 15 working days after acceptance of Work by the District's governing body, make Final Payment to the Contractor. The amount of the Final Payment shall be calculated as follows: The Value of all completed items of the Work plus the value of completed Change Order Work, less Liquidated Damages (as applicable), less Special Reductions (as applicable), less outstanding claims (as applicable), less up to two (2) times the value of outstanding items of corrective work (as applicable), less total amounts previously paid.

15.10 Contractor's Continuing Obligation:

The Contractor's obligation to perform and complete the Work in accordance with the Specification Documents shall be absolute. Neither recommendation of any Progress or Final Payment by the Engineer, nor the issuance of a Notice of Substantial Completion/Notice of Completion, nor any payment by the District to the Contractor under the Specification Documents, nor any use or occupancy of the Work or any part thereof by the District, nor any act of acceptance by the District nor any failure to do so, nor any review and approval of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Specification Documents or a release of the Contractor's obligation to perform the Work in accordance with the Specification Documents.

15.11 Final Payment Terminates Liability of the District:

The acceptance by the Contractor of the Final Payment shall be a release of the District and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the District or of any person relating to or affecting the Work, except demands made against the District for the remainder, herein; and excepting all pending, unresolved claims filed prior to the date of the Notice of Substantial Completion/Notice of Completion.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Chief Business Officer kstewart@dd6.org, 409-842-1818, regarding any questions or comments. Please reference bid number 21-039/EC.

1. Scope of Work

The proposed 8th Street Asphalt Repairs project will utilize dense graded hot mix asphalt (1.5-Inch TY D/PG64-22) in the estimated quantity of 243 SY, and Asphalt Stabilized Base (8-inch A.S.B) with an estimated quantity of 284 SY in three areas along 8th Street between Ditch 110 Crossing and Elinor Street. Please see the attached Plan Set for drawings and additional information. This asphalt repair is necessary to allow Drainage District 6 to Finalize the terms and conditions of its TWDB funded FMA Elinor St. Drainage Improvements project. Total number of working days to complete is 60.

2. Technical Specifications

Item 5: Control of Work

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

Item 7: Legal Relations and Responsibilities

- A. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property. Consider this work to be subsidiary to the various bid items of the contract.

Item 8: Prosecution and Progress

- A. Compute and charge calendar days in accordance with Article 8.3.1.4, "Standard Workweek" & Article 8.3.1.6, "Other". Monday through Friday with the option of working Saturdays when the Engineer is provided sufficient advance notice.
- B. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

Item 9: Measurement and Payment

- A. The Contractor shall submit all tickets, As-Built drawings and updated schedule with each pay request. As-built for pay request will be the Plan sheet with qty's on each plan sheet.
- B. DD6 will withhold a 5% retainage from each pay request.

Item 310: Prime Coat and Blotter

- A. Prime coat can be AE-P or MC-30.
- B. Prime coat will be placed at a rate of 0.2 gallons per square yard.

Item 340: Dense-Graded Hot Mix Asphalt (SQ)

- A. Binder grade will be PG64-22.

- B. Contractor to Provide Approved Design.
- C. All testing is waved except Asphalt Content and Gradation.
- D. Testing shall be one truck per day or every 50 C.Y.
- E. Testing will be paid for by the contractor and records given to DD6.

Item 351: Flexible Pavement Structure Repair

- A. Contractor shall saw cut full depth of existing A.C.P. before removing material.
- B. Contractor shall remove existing A.C.P plus 8-inches of existing base material.
- C. Contractor shall plate compact existing base or subgrade and prep for installation of 8-inches of A.S.B.
- D. Contractor shall stop 1.5-inches shy of existing grades to install 1.5-inches of HMA.
- E. Excavated base material from base repairs shall be used for shouldering up 1-ft beyond pavement edge. This item will not be paid for separately and payment should be considered subsidiary to Item 351.

Item 500: Mobilization

- A. Mobilization shall not exceed ten (10) percent of the total construction items amount.

Item 502: Barricades, Signs, and Traffic Handling

- A. Submit changes to the traffic control plan to the City of Beaumont.
- B. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
- C. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
- D. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
- E. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
- F. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
- G. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
- H. Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1)-(12) standards and part VI of the Current Texas Manual of Uniform Traffic Control Devices.
- I. Remove all traffic control devices from the roadway, from the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.

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

- J. Plan the sequence of work so as to minimize inconvenience to the traveling public. Any changes to the traffic control plan shown in the plans must be approved in writing by the City of Beaumont. Submit the revised plan for approval to the City of Beaumont.
- K. The Contractor shall submit an excel spreadsheet of streets and closure dates. Contact Antoinette Hardy, 72 hours in advance notice, with detours.
- L. It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in advance.
- M. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
- N. Use drums or vertical panels instead of cones as traffic control devices.
- O. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

General Notes and Specifications

1. The Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Adopted November 2014, will govern all specifications not directly addressed in this document.
2. Direct attention to comply with all ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project. General Construction Permit may be obtained online at <https://www.tceq.texas.gov/permitting/stormwater> through TCEQ. A Notice to Proceed will not be issued until all Permits are submitted to the City of Beaumont Public Works-Engineering Department for review. This will not be paid for directly and will be considered subsidiary to various bid items.
3. Any storm water permit and associated fees required for construction of this project shall be at the contractor's expense. Also, any temporary erosion, sediment and water control measures required shall be in accordance with the details shown in the plans, and all work and materials required will not be paid for directly but considered subsidiary to various bid items. Erosion control logs are to be utilized at every inlet within the affected area of construction and should remain in place throughout the duration of construction. Contractor shall submit SW3P plan prior to the start of construction. This will not be paid for directly and will be considered subsidiary to various bid items.
4. Procure all the necessary city and/or county permits and licenses before the start of this project.
5. Before excavating near existing utilities, contact the utility companies or the utility coordinating committee for exact locations to prevent damage or interference with present facilities. Notify the utility coordinating committee and the Texas One Call System. This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to DD6.
6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
7. Allow DD6 & City forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the engineer.
8. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, or modified under this project. City forces will maintain the existing sections of roadway and its appurtenances not a part of this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense.
9. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work.

10. Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.
11. Take reasonable measures to avoid the death of any migratory birds, their young or their eggs.
12. Control the dust caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type	Truck Type -4 Wheel
Wayne Series 900	M-B Cruiser II
Elgin White Wing	Wayne Model 945
Elgin Pelican	Mobile TE-3
Mobile TE-4	Murphy 4042
13. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall be maintained by the contractor at all times.
14. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to DD6. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
15. Material on hand will not be paid for.
16. Prior to final acceptance, all new and existing structures and extensions shall be cleaned and free of debris and dirt and all outfall channels unobstructed. This work will not be paid for directly but will be considered subsidiary to the various bid items.
17. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place the signpost back in accordance with the applicable standard sheets. This will not be paid for directly and will be considered subsidiary to various bid items.
18. Maintain adequate drainage throughout the limits of the project during all construction phases.
19. Verify material quantities and dimensions prior to ordering materials.
20. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and benchmarks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.
21. When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Texas M.U.T.C.D." manual. The traffic control plan for the DD6 Project can be revised at DD6, However the Contractor must get an approved TCP from the City of Beaumont. This will not be paid for directly but shall be considered subsidiary to the various bid items.
22. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to private property shall be furnished by

the contractor at no additional cost to DD6 and shall be considered as incidental to the various bid items in this project.

23. Expansion Joints to be placed at the end of each curve radius and at intervals not to exceed 30 feet on straight sections and should at minimum align to match existing construction joints.
24. Longitudinal Joints, construction Joints and Warp cuts shall be installed as shown on construction detail sheet and should at minimum match alignment of existing joints. Maximum spacing between joints not to exceed 30 feet.
25. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.

The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.

SPECIAL PROVISIONS

IMPORTANT NOTICE TO CONTRACTORS

Texas One Call, toll-free 1-800-245-4545

The Contractor's attention is directed to the fact that utility adjustments may be required for the construction of this project. The Contractor will be expected to coordinate work with all utility companies in order to maintain service at all times to the adjacent property Districts. Additional time will be granted for delays caused by utility adjustments, if in the opinion of the Engineer, such delays warrant additional time. It is specifically understood, however, that if the Contractor is delayed by virtue of these utility adjustments, that this delay will not be considered as a basis for a claim by the Contractor.

The following utility companies are involved in the construction of this project and a telephone number and current contact person are listed:

<u>UTILITY</u>	<u>TELEPHONE NO.</u>	<u>CONTACT PERSON</u>
AT & T	(409) 839-1666	<i>Randall Jennings</i>
CenterPoint Energy	(409) 860-7111	<i>Robert Young</i>
City of Beaumont	(409) 785-3001	<i>Blain Dishman</i>
Entergy	(409) 785-2136	<i>Brian Cross</i>
Spectrum	(409) 720-5513	<i>Robert Flannigan</i>

The utilities listed above will be adjusted by the District of the utility and will not be the responsibility of the Contractor with the exception of sewer and water line adjustments. The Contractor shall perform all work necessary to adjust the sewer and water lines as detailed in the plans.

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications.

Bidder Information Form

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

Bid Name & Number: IFB 21-039/EC, 8th Street Asphalt Repair

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

Bidder Shall Return Completed Form with Offer.

OFFER TO CONTRACT

To Jefferson County Drainage District No. 6:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County Drainage District No. 6.

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

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

For clarification of this offer, contact:

Company Name

Address

Name

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Bidder Shall Return Completed Form with Offer

SAMPLE JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6
STANDARD FORM OF CONTRACT
FOR DISTRICT-CONTRACTOR PROJECTS

STATE of TEXAS }
JEFFERSON COUNTY }

THIS CONTRACT, 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 DISTRICT, 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 contracts hereinafter mentioned, to be made and performed by the Party of the First Part (DISTRICT) 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 (DISTRICT) 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 Contract 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 General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, and any and all other documents made a part of this bid shall constitute the complete bid. Including any other drawings and printed or written explanatory matter thereof, and the Addenda therefore, as prepared by _____ (Project Engineer), 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 Contract, 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 60 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 DISTRICT 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 Contract in the year and day first above written.

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

Party of the Second Part (CONTRACTOR)

By: _____
Print Name

By: _____
Print Name

Signed: _____

Signed: _____

Bidder Shall Return Completed Form with Offer

Bid Form

8 th Street Asphalt Repair for Elinor Drainage Relief Project: TWDB FMA Grant						
Base Bid Items				Contractor Info		
Item No.	Item Code	Description	*Est. Quantity	Unit	Unit Price	Total
340	001	Dense Graded Hotmix Asphalt (1.5- Inch Ty-D/PG64-22)	243	SY	\$	\$
351	001	Flexible Pavement Structure Repair (8-Inch A.S.B.)	284	SY	\$	\$
500	001	Mobilization (Not to Exceed 10%)	1	LS	\$	\$
502	001	Barricades, Signs, and Traffic Handling	1	MO	\$	\$
Base Bid Total						

The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of Work; the District does not expressly or by implication agree that the actual amount of work or material will correspond therewith and reserves the right afterward to increase or decrease the quantity of any unit price item in accordance with the District's Procurement Policies and procedures.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer

Vendor References

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Bidder Shall Return Completed Form with Offer

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County Drainage District No. 6 shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Bidder Shall Return Completed Form with Offer

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> Name of Officer </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="text-align: center; margin: 10px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div>		

Adopted 8/7/2015

Bidder Shall Return Completed Form with Offer

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer

House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer

Senate Bill 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

Bidder Shall Return Completed Form with Offer

Bid Affidavit

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 2022__.

Notary Public in and for
the State of _____

Bidder Shall Return Completed Form with Offer