



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

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

Legal Notice
Advertisement for Invitation for Bids
August 26, 2015

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for a (IFB 15-011/KJS) Needmore Diversion Saltwater Barrier Dredging Project. Specifications may be obtained from Jefferson County Drainage District No. 6 offices located at 6550 Walden Rd., Beaumont, Texas or, for more information regarding bid documents you may call Paula Anderson at (409) 842-1818. Electronic packets are available upon request to kstewart@dd6.org.

A Mandatory Pre-Bid Conference will be held on Thursday September 3, 2015 at 2:00 PM CDT. The conference will be held in the SOS Building at 6550 Walden Road, Beaumont, Texas 77707. A site visit shall follow immediately after the meeting.

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

Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County Drainage District No. 6 does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Administrative bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Bidders are invited to attend the administrative sealed bid opening.

All Bids shall be submitted to the DD6 Purchasing Agent in a sealed envelope marked:

BID NAME: Needmore Diversion Saltwater Barrier Dredging Project
BID NUMBER: IFB 15-011/KJS
DUE DATE/TIME: 2:00 PM, Thursday, September 10, 2015
MAIL OR DELIVER TO: Jefferson County Drainage District No. 6
6550 Walden Rd.
Beaumont, Texas 77707

We look forward to your active participation in this solicitation.

Sincerely,

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

Publish: Beaumont Enterprise Wednesday August 26 & September 2nd, 2015

IFB 15-011/KJS
Needmore Diversion Saltwater Barrier Dredging Project
Bids due: 2:00 PM, Thursday September 10, 2015

Table of Contents

	Page
Instructions to Bidder	3-12
Technical Specifications	12-26
1. Summary of Work	12
2. Construction Site Plan	12
3. Construction Site	12
4. Environmental Protection.....	13-17
5. Recycling and Waste Minimization	17
6. Historical, Archaeological, and Cultural Resource	17-18
7. Biological Resources	18
8. Previously Used Equipment.....	18
9. Training of Contractor Personnel.....	18
10. Dredge Spill Contingency Plan1	8-19
11. Post Construction Cleanup	19
12. Pipeline Dredging	19-20
13. Submittals	20
14. Character of Material	20
15. Debris.....	20
16. Easements	20-21
17. Utilities Across the Limits of Dredging	21
18. Obstruction of Channel	21
19. Temporary Removal of Aids to Navigation	21
20. Notification	21
21. Signal Lights	21-22
22. Dredge Plant.....	22
23. Bridge-to-Bridge Radio Telephone	22
24. Lookouts and Radio Communications.....	22
25. Estimated Quantity of Material.....	22-23
26. Conduct of Dredging Work	23
27. Placement of Dredging Material	23-24
28. Preservation of Public and Private Property.....	24-25
29. Method of Placement.....	25
30. Disposal In Placement Area	25
31. Dredge Pipeline Marking	25-26
32. Vessel Traffic	26
33. Daily Reports	26
Scope of Work	27
Appendix and Descriptions	28-29
Standard Form of Agreement	30
Bid Form	31-32

BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN “X” ABOVE) WITH THE BID. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

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
6550 Walden Road
Beaumont, TX 77707

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud in an administrative bid opening in the District SOS Building.

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

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

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

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

3. Signatures

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

4. District Holidays – 2015:

January 1	Thursday	New Year's Day
January 19	Monday	Martin Luther King, Jr. Day
February 16	Monday	President's Day
April 3	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day
November 26-27	Thursday-Friday	Thanksgiving
December 24-25	Thursday-Friday	Christmas

5. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. The District reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date. At times the District will ask for equipment pricing to be extended for up to one calendar year, but this will be stated specifically in the Bid Form if applicable.

6. Award

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

In evaluating bids, the District shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, (the District) may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

7. Notice to Proceed/Purchase Orders.

- A. Purchase Orders- A purchase order(s) or written Notice to Proceed shall be generated by the Jefferson County Drainage District No. 6 Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The District will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 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 County of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the County.

8. Contract

- A. Contract Definition/Contract Agreement- the General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the District, shall constitute a contract equally binding between the successful bidder and Jefferson County Drainage District No. 6.
- 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 the District Engineer prior to execution of same.
 - Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials

used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the District authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- Each change order shall include in its final form:
 - a) A detailed description of the change in the work.
 - b) The Contractor's proposal (if any) or a confirmed copy thereof.
 - c) A definite statement as to the resulting change in the contract price and/or time.
 - d) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - e) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

C. Claims for Extra Cost

- If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the District, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the District and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the District.
- If, on the basis of the available evidence, the District determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

D. Termination, Delays, and Liquidated Damages

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

- 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.
- Excusable Delays
 - a) 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:
 - b) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
 - c) Any acts of the District;
 - d) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the District, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
 - e) 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.

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

F. Disputes

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

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

G. 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.

H. 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 court costs, which may be obtained against Jefferson County Drainage District No. 6 growing out of such injury or damages.

I. 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.

J. Uniform Commercial Code- The successful bidder 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, subject to and enforceable according to the laws of the State of Texas.

K. Venue- This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

L. 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.

M. Silence of Specifications- The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

9. Execution of Agreement/Performance and Payment Bonds

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

B. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Jefferson County Drainage District No. 6 may grant, shall constitute a default and Jefferson County Drainage District No. 6 may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Jefferson County Drainage District No. 6 may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Jefferson County Drainage District No. 6 for a refund.

10. Interpretation of Addenda

A. No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to Jefferson County Drainage District No. 6 Engineer no less than seven (7)

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

11. Non Discrimination

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

12. Equal Employment Opportunity

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

13. Waiver of Subrogation

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

14. 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.

15. Bid Results

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

16. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file at 6550 Walden Rd, Beaumont, Texas 77707, as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at 6550 Walden Rd, Beaumont, Texas 77707.

17. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County Drainage District No. 6's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of (the District), and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The District reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

18. Delivery

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

19. Interpretation of Bid and/or Contract Documents

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

20. Currency

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

21. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

22. Notice to Proceed/Purchase Order

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

23. Certification

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

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

24. Definitions

"The District" – Jefferson County Drainage District No. 6, Texas.

"CONTRACTOR" – The bidder whose proposal is accepted by Jefferson County Drainage District No. 6.

25. State Auditor Clause

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

26. Financial Records

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

27. No Debt Against the State

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

28. Payments

Within 14 days of completing the dredging and disposal activity, Jefferson County Drainage District No 6 will perform an (AD) survey with associated volume computations. The survey will be conducted by a licensed surveyor. Actual Payment amount will be based upon actual cubic yards of material dredged. Providing the invoicing has been received with correct format within 5 working days before the next regularly scheduled Board of Directors meeting, held twice monthly, the payment will be processed and mailed within 3 business days after each board meeting

29. General Insurance Requirements

I. Commercial General Liability Limits:

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

II. Auto Liability Limits:

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

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

IV. Worker's Compensation Limits:

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

- 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.
- Please direct Certificates of Insurance to the attention of Paula Anderson, Administrative Assistant for approval and further handling.

Paula Anderson
Administrative Assistant
Jefferson County Drainage District No. 6
6550 Walden Rd. / P.O. Box 20078
Beaumont, Texas 77720-0078
E-mail: pkanderson@dd6.org
Phone: (409) 842-1818

TECHNICAL SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent (e-mail: kstewart@dd6.org, Phone: 409-842-1818, regarding any questions or comments. Please reference bid number 15-010/KJS.

1. **SUMMARY OF WORK**

The WORK associated with this contract consists of hydraulically dredging channel bottom sediments, silt, sand, gravel, rock and clay from the designated dredge area to a designated depth and pumping all the dredged materials into a designated Placement Area. Work includes mobilization/demobilization, inspection and repairs to DMPA-13, a pre-dredge hazard survey of the designated dredge area to identify uncharted pipelines or other obstructions or hazards, hydraulic dredging and placement of channel bottom sediment, silt, sand, gravel, rock and clay from within the designated dredge template, placing all dredged material via pipeline into the designated placement area, installation and removal of appropriate warning signs, installation, removal, and multiple movements of the dredge material discharge pipe within the placement area, pre and post dredge hydrographic surveys for measurement (by Owner) for payment substantiation, and work acceptance purposes, and all related work incidental to the above.

2. **CONSTRUCTION SITE PLAN**

Prior to the start of WORK, submittal of a Construction Site Plan is required of the CONTRACTOR illustrating the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage areas (on-site and off-site), and access and haul routes, avenues of ingress/egress to the work areas Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, dredge and pipeline placement areas, and worker parking areas.

Determine locations for field offices, staging areas, and temporary buildings and submit for approval by the Contracting Officer. Temporary movement or relocation of CONTRACTOR facilities will be made only when approved. Temporary excavation and embankments for plant or work areas must be controlled to protect adjacent areas.

3. **CONSTRUCTION SITE**

- A. Supervision: The CONTRACTOR's Superintendent shall be on site at all times that work is in progress. The CONTRACTOR shall not allow any unsafe or unsanitary conditions to develop as a result of CONTRACTOR's operations.
- B. Site Maintenance: Trash or debris shall not be allowed to accumulate on the site. CONTRACTOR shall clean the entire area of any litter resulting from CONTRACTOR's operations on a daily basis. The CONTRACTOR shall maintain the premises as clean and presentable as good construction practices will allow at all times.
- C. Utilities: Water and electrical power will not be furnished by the District. Any temporary connections or appurtenances shall be provided by the CONTRACTOR at no cost to the District and removed from the premises at the conclusion of the contract.
- D. Temporary Toilets: The CONTRACTOR shall provide and maintain in neat, sanitary condition toilets and other necessary accommodations for employees' use to comply with the regulations of the State Department of Health or other jurisdictions.
- E. Fire Protection: The CONTRACTOR shall take stringent precautions against fire. Open fires are not allowed unless approved in writing by Owner.

4. **ENVIRONMENTAL PROTECTION**

Minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent WORK must be protected during the entire duration of this Contract. Comply with all applicable environmental Federal, State, and local laws and regulations. Any delays resulting from failure to comply with environmental laws and regulations will be the CONTRACTOR's responsibility.

A. References

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions of Waters of the United States
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
40 CFR 68	Chemical Accident Prevention Provisions
49 CFR 171 - 178	Hazardous Materials Regulations

B. Definitions

1. Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

2. Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy; and radioactive material as well as other pollutants.

3. CONTRACTOR Generated Hazardous Waste

CONTRACTOR generated hazardous waste means materials that, if abandoned or disposed, may meet the definition of a hazardous waste. These waste streams will typically consist of material brought on-site by the CONTRACTOR to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to excess paint thinners, (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment, used oil, and wash/rinse water.

4. Pesticide

Pesticide is defined as a substance or mixture of substances intended for preventing, destroying, repelling, or mitigating pest, or intended for use as a plant regulator, defoliant or desiccant.

5. Pests

The term "pests" includes arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, weeds, and other organisms (except for

human or animal disease-causing organisms) that adversely affect readiness, military operations, or the well-being of personnel and animals; attack or damage real property, supplies, equipment, or vegetation; or are otherwise undesirable.

6. Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States" and will require a permit to discharge water from the governing agency.

7. Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in NARA 33 CFR 328.

8. Wetlands

Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs.

C. Preconstruction Submittal - Environmental Protection Plan

Within 10 calendar days after Notice to Proceed and prior to commencement of any construction activities, the CONTRACTOR shall submit in writing his Environmental Protection Plan for review and approval by Owner. Approval of the CONTRACTOR's Environmental Protection Plan will not relieve the CONTRACTOR of its responsibility for adequate and continuing control of pollutants and other environmental protection measures.

The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the CONTRACTOR shall address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this Section. Address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this Section, but are considered necessary, shall be identified and discussed after those items formally identified in this Section. The Environmental Protection Plan shall be current and maintained on-site by the CONTRACTOR.

No requirement in this Section will relieve the CONTRACTOR of the responsibility for compliance with all applicable Federal, State, and local environmental protection laws and regulations. During construction, the CONTRACTOR shall be responsible for identifying, implementing, and submitting for approval of additional requirements to be included in the Environmental Protection Plan.

D. Contents Of Environmental Protection Plan

Include in the Environmental Protection Plan as applicable, the information listed below:

1. Name(s) of person(s) within the CONTRACTOR's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
2. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
3. Name(s) and qualifications of person(s) responsible for training the CONTRACTOR's environmental protection personnel.
4. Description of the CONTRACTOR's environmental protection personnel training program.
5. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for

marking the limits of use areas including methods for protection of features to be

preserved within authorized work areas.

6. Include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, or regulated under State or Local laws and regulations.
7. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual will immediately notify the District in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. Include in the plan a list of the required reporting channels and telephone numbers.
8. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.
9. Training requirements for CONTRACTOR's personnel and methods of accomplishing the training.
10. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
11. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
12. The methods and procedures to be used for expeditious contaminant cleanup.
13. Identify any subcontractors responsible for the transportation and disposal of wastes for Owner's approval. Submit licenses or permits for all waste disposal sites, if requested.
14. A copy of the Material Safety Data Sheets (MSDS) and the estimated maximum quantity of each hazardous material to be onsite at any given time must be included. Update the plan as new hazardous materials are brought onsite or removed from the site.
15. Identify the procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. Include methods to assure the protection of known or discovered resources, identifying lines of communication between CONTRACTOR personnel and the District.

E. Land Resources

Confine all activities to areas defined by the drawings and specifications. Identify any land resources to be preserved within the work area prior to the beginning of any construction. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval, except in areas indicated on the drawings or specified to be cleared. Ropes, cables, or guys will not be fastened to or attached to any trees for anchorage unless specifically authorized. Provide effective protection for land and vegetation resources at all times. Remove stone, soil, or other materials displaced into un-cleared areas.

1. Work Area Limits

Mark any areas that are not to be disturbed under this contract prior to commencing construction activities. Mark or fence isolated areas within the general work area which are not to be disturbed. Protect monuments and markers before construction operations commence. Where construction operations are to be conducted during darkness, any markers must be visible in the dark. The CONTRACTOR's personnel must be knowledgeable of the purpose for marking and protecting particular objects.

2. Landscape

Restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

F. Water Resources

Monitor all water areas affected by construction activities to prevent pollution of surface and ground waters. Do not apply toxic or hazardous chemicals to soil or vegetation. For construction activities immediately adjacent to impaired surface waters, the CONTRACTOR must be capable of quantifying sediment or pollutant loading to that surface water when required by State or Federally issued Clean Water Act permits.

1. Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and local governments.

2. Wetlands

Do not enter, disturb, destroy, or allow discharge of contaminants into wetlands.

G. Air Resources

Equipment operation, activities, or processes will be in accordance with Federal and State air emission and performance laws and standards. Dust particles; aerosols and gaseous by-products from construction activities must be controlled at all times, including weekends, holidays and hours when work is not in progress. Maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Provide sufficient, competent equipment available to accomplish these tasks. Perform particulate control as the work proceeds and whenever a particulate nuisance or hazard occurs. Comply with all State and local visibility regulations. Odors from construction activities must be controlled at all times. The odors must be in compliance with State regulations and local ordinances and may not constitute a health hazard. Keep construction activities under surveillance and control to minimize environment damage by noise. Comply with the provisions of the State of Texas rules. Burning is prohibited.

H. Chemical Materials Management and Waste Disposal

Disposal of wastes shall be as directed below, unless otherwise specified in other sections or as shown.

1. Solid Wastes

Place solid wastes, excluding clearing debris, in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Employ segregation measures so that no hazardous or toxic waste shall become co-mingled with solid waste. Transport solid waste off Government property and dispose it in compliance with Federal, State, and local requirements for solid waste disposal.

A Subtitle D RCRA permitted landfill will be the minimum acceptable off-site solid waste disposal option. Verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

2. Chemicals and Chemical Wastes

Dispense chemicals ensuring no spillage to the ground or water. Perform and document periodic inspections of dispensing areas to identify leakage and initiate corrective action. This documentation will be periodically reviewed by the District. Collect chemical waste in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes will be classified, managed, stored, and disposed in accordance with Federal, State, and local laws and regulations.

3. CONTRACTOR Generated Hazardous Wastes and Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. At a

minimum, manage and store hazardous waste in compliance with 40 CFR 262. Take sufficient methods to prevent spillage of hazardous and toxic materials during dispensing. Segregate hazardous waste from other materials and wastes; protect it from the weather by placing it in a safe covered location, and take precautionary measures, including berming or other appropriate methods against accidental spillage.

Storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations is the CONTRACTOR's responsibility. Transport CONTRACTOR generated hazardous waste off Owner property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. Dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills are the CONTRACTOR's responsibility. The disposition of CONTRACTOR generated hazardous waste and excess hazardous materials are the CONTRACTOR's responsibility. Coordinate the disposition of hazardous waste with the Contracting Officer.

4. Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Manage and store fuel, lubricants, and oil in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site shall be in accordance with applicable Federal, State, and local laws and regulations.

I. Payment

No separate payment will be made for work covered under this section. Payment of fees associated with environmental permits, application, and/or notices obtained by the CONTRACTOR, and payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations are the CONTRACTOR's responsibility. All costs associated with this section must be included in the contract price.

5. **RECYCLING AND WASTE MINIMIZATION**

The CONTRACTOR is encouraged to participate in State and local government sponsored recycling programs. The CONTRACTOR is further encouraged to minimize solid waste generation throughout the duration of this project.

6. **HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES**

Existing historical, archaeological, and cultural resources within the CONTRACTOR's work area will be designated by the Contracting Officer and the CONTRACTOR shall protect these resources and be responsible for their preservation during the life of this Contract.

The resources shall be preserved as they existed at the time they were pointed out to the CONTRACTOR. If during excavation, construction, or dredging activities previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, activities shall cease pursuant to the CONTRACT CLAUSE entitled SUSPENSION OF WORK and the Contracting Officer shall be notified by the fastest available method.

Resources covered by this Paragraph include, but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and indication of agricultural or other human activities or shipwrecks.

After investigation by the Contracting Officer, the CONTRACTOR will be instructed on the procedures to follow and if an unreasonable delay is incurred or the work is changed, this Contract will be modified accordingly. The CONTRACTOR shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing these resources.

7. BIOLOGICAL RESOURCES

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

8. PREVIOUSLY USED EQUIPMENT

The CONTRACTOR shall clean previously used construction equipment prior to bringing it onto the project site. Ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. Consult with the USDA jurisdictional office for additional cleaning requirements.

9. TRAINING OF CONTRACTOR PERSONNEL

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

10. DREDGE SPILL CONTINGENCY PLAN

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

A. Placement Area Monitoring

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

B. Discharge Material Clean-up

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

C. Silt Curtains

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

D. Spill

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

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

11. POST CONSTRUCTION CLEANUP

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

12. PIPELINE DREDGING

A. Summary

The work in this Section consists of all furnishing plant, labor, materials, and equipment to perform the operations necessary for the removal of materials in the area to be dredged to the required dimensions shown, satisfactory placement thereof in the designated placement area, and all other operations incidental thereto.

B. Measurement and Payment

Measurement and payment for pipeline dredging and all tasks incidental thereto will be paid for in accordance with provisions in the Contract.

C. Work Covered by the Contract Price

Bids are to be based on the estimated quantity of dredging indicated. If the total quantity of dredging varies from that specified as the basis for bidding, the Contract price will be adjusted in accordance with the Contract. The dredging conditions specified and indicated herein describe the conditions which are known. However, the CONTRACTOR is responsible for other conditions encountered which are not unusual when compared to the conditions recognized in the dredging industry as typical and ordinary in dredging activities such as those required under this Contract. The Contract price for dredging will include the cost of removal and placement of the material as specified herein. The Contract price for dredging shall include the costs for maintenance of containment dikes and dewatering necessary to confine and manage the material within the areas shown in compliance with all applicable regulatory standards and this Contract.

D. Existing Conditions

The drawings prepared and included herein represent typical conditions existing as of the date of their preparation. The depths and elevations shown will be verified by fathometer soundings or other appropriate methods including physical measurements by the District before dredging. Fathometer soundings by the District will normally employ a frequency of 200 kHz to conduct hydrographic surveys. If the surveys indicate the presence of fluff (soft sediments) in the channel, a lower frequency of 25 to 40 kHz will be used.

Determination of quantities removed and the deductions made from them to determine quantities by in-place measurement to be paid for in the area specified, after having once been made will not be reopened, except on evidence of collusion, fraud, or obvious error.

E. Vertical Datum

The channel template provided in the drawings is referenced to Mean Sea Level NGVD 1929 vertical datum. Previous dredging contracts in this reach have been referenced to Mean Low Tide (MLT) datum. Control benchmarks are provided on site.

13. SUBMITTALS

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

- A. Notification Prior to Commencement of Dredging Operations; Indicate anticipated date of commencement of dredging operations and location of dredge.
- B. Submerged Pipeline; indicate pipeline location and installation details as outlined in the Submerged Dredge Pipeline section.
- C. Pipeline Route; Prepare and submit a detailed pipeline diagram for the Dredge Area and Placement Area detailing the pipeline route and anchor locations shall be submitted prior to commencing work on this project.
- D. Test Reports; Magnetometer Survey Report; report shall be submitted as specified.
- E. Submit the CONTRACTOR's Site Safety and Health Plan

14. CHARACTER OF MATERIAL

The material to be removed is accumulated sediment, silts, sand, gravel, shell, and possibly rock within the upper layers of the material to be dredged. In addition, virgin clay materials are expected to be encountered to achieve the required contract depth and allowable over depth or side slope dredging. A geotechnical investigation was conducted by the District. The results of this investigation are included in Appendix Bidders are expected to examine the worksite Contract documents and decide for themselves the character of materials. The District will not be responsible for nor will additional payment be allowed for the failure of the CONTRACTOR to take in to account the site conditions including the character of the material to be dredged.

15. DEBRIS

Debris including but not limited to, metal bands, pallets, pieces of broken cable, rope, stumps, concrete, rip rap, and broken piles may be encountered. The District has no knowledge of existing wrecks, wreckage, or other material of that size or character as to require the use of special or additional plant for its economical removal. Debris removed from the dredged area shall be removed from the water. Disposal shall be the responsibility of the CONTRACTOR and disposal shall be off-site and outside the limits of the District's property. If the actual conditions differ from those stated or shown, an adjustment in Contract price or time of completion, or both, will be made in accordance with the Contract.

16. EASEMENTS

Permits authorizing the laying of shore pipe, and for placement of dredge material in the Placement

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

17. UTILITIES ACROSS THE LIMITS OF DREDGING

It is the CONTRACTOR's responsibility to investigate the location of utility crossings. The CONTRACTOR shall take precautions against damages which can result from dredging operations in the vicinity of the utility crossings. If damage occurs as a result of dredging operations, the CONTRACTOR will be required to suspend dredging until the damage is repaired and approved. Costs of these repairs and downtime of the dredge and attendant plant shall be at the CONTRACTOR's expense.

THE FOLLOWING IS FURNISHED FOR INFORMATION ON VERIFYING PIPELINE OWNERSHIPS:

Lonestar Notification Center
1-713-223-4567 or 1-800-669-8344
Texas 811 (Dig-Tess)
1-800-344-8377

18. OBSTRUCTION OF CHANNEL

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

19. TEMPORARY REMOVAL OF AIDS TO NAVIGATION

The temporary removal or changes in locations of channel markers may be required to facilitate dredging operations. The CONTRACTOR shall notify the District at least 30 days prior to the date that the removal or change in location of channel markers will be required so the U.S. Coast Guard can perform the work and so navigation interests may be informed sufficiently in advance of the proposed removal or change in location.

The CONTRACTOR shall not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with aids to navigation. Indicate the temporary removal or changes in locations of channel markers required to facilitate dredging operations in the WORK Plan.

20. NOTIFICATION

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

21. SIGNAL LIGHTS

Display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipelines, and day signals to be displayed by vessels

of more than 65 feet in length moored or anchored in the fairway or channel, and the passing of other vessels of floating plant working in navigable channels, as set forth in United States Coast Guard Navigation Rules and Regulations Handbook, or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

22. DREDGE PLANT

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

23. BRIDGE-TO-BRIDGE RADIO TELEPHONE

Dredge and self-propelled attendant floating plant shall be radiotelephone equipped to comply with the provisions of the Vessel Bridge-to-Bridge Radiotelephone Act (Public Law 92-63). This will require, as a minimum, the radiotelephone equipment capable of transmitting and receiving on 156.65 MHz (Channel 13). Multi-channel equipment will also require 156.8 MHz (Channel 16). Dredge tugs and tenders will be considered towing vessels within the meaning of the Act.

24. LOOKOUTS AND RADIO COMMUNICATIONS

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

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

25. ESTIMATED QUANTITY OF MATERIAL

Within the limits of available funds, the CONTRACTOR will be required to dredge the entire quantity of material necessary to complete the work specified whether the quantities involved are greater or less than those estimated. The work is to be done in accordance with this Contract and at the Contract price or prices.

A. Quantity Summary

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

B. Allowable Overdepth

To cover unavoidable inaccuracies of the dredging process, material actually removed from the designated areas to be dredged will be measured and paid for at full Contract price with the limits of the allowable over-depth. The maximum amount of allowable over-depth dredging is estimated, including anticipated shoaling occurring as of the dates of the "before-dredging" surveys in cubic yards as listed in the Bid documents. Allowable over-

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

C. Side and End Slopes

Dredging of the side and end slopes shall follow, as closely as practicable, the lines indicated or specified. Material actually removed from within the limits as approved, to provide for final side and end slopes as specified, but not in excess of the amounts originally above the limiting side and end slopes will be estimated and paid for, whether dredged in original position or by dredging the space below the pay slope plane at the bottom of the slope for upslope material capable of falling into the cut. In computing the limiting amount of side and end slope dredging, net dimensions, without allowance for over-depth, will be used.

D. Excessive Dredging

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

26. CONDUCT OF DREDGING WORK

A. A. Safety Coordination

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

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

B. Protection of Existing Waterways

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

C. Adjacent Property and Structures

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

27. PLACEMENT OF DREDGED MATERIAL

A. General

Material excavated shall be transported to and deposited in the Placement Area designated. The CONTRACTOR shall inspect the Placement Area to ensure that using the

Area for placement operations will not place it in violation of the applicable Federal, State, or local statutes concerning fish and wildlife. Ponded water within the site is a possibility, and soft soil conditions should be expected.

B. Misplaced Material

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

C. Placement Operations Inspection

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

D. Placement Area Drainage

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

E. Maintenance of Existing Containment Dikes and Spillways

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

F. Spillway Operations

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

28. PRESERVATION OF PUBLIC AND PRIVATE PROPERTY

A. Damages

Fences, roads, ditches, private or public grounds, and other structures or improvements damaged as a result of the CONTRACTOR's operations herein specified shall be repaired

or rebuilt by and at the CONTRACTOR's expense. The areas used by the CONTRACTOR in laying and maintaining pipelines shall be restored to the same or as good a condition as existed prior to commencement of the WORK.

B. **Accountability and Restoration**

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

29. METHOD OF PLACEMENT

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

30. DISPOSAL IN PLACEMENT AREA

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

B. **Unauthorized Placement of Material**

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

C. **Debris Disposal**

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

31. DREDGE PIPELINE MARKING

A. Plainly mark the pipeline routes with conspicuous stakes, targets, lights and buoys which shall be maintained throughout this Contract period. The pipeline shall be inspected at least twice daily for leaks. The CONTRACTOR shall reference and comply with the U. S. Coast Guard standards for dredge pipeline safety requirements.

B. **Submerged Pipeline**

If the CONTRACTOR elects to use a submerged section in the dredge discharge pipeline for crossing a channel or other purposes, it may do so only with approval of the District. Detailed plans of the submerged pipeline section shall be submitted and approved by the District prior to use of the submerged pipeline section. The plans shall indicate clearly the width and depth of the navigation opening and the method used to mark it by day and by night for the safety of navigation. The minimum bottom width of the submerged section

shall not be less than the width of the authorized channel. Where the submerged pipeline crosses a non-federal channel or berthing facility, the minimum width shall be the width of the channel or facility. If the pipeline crosses the channel at a skew, the minimum width will be from toe to toe. The highest point on the pipe or ball connection occurring across the bottom width of a submerged section shall not be higher than the required depth of the channel. Submerged pipelines shall also be in accordance with all requirements of the U. S. Coast Guard and the U. S. Army Corps of Engineers requirements.

C. Submerged Pipeline Lighting Requirements

Lighted buoys, meeting the requirements of the U.S. Coast Guard Regulation 33 C.F.R. 62.25 Lateral Marks and all other applicable standards shall be provided by the CONTRACTOR to mark the navigation opening. A red buoy exhibiting a quick flashing red light shall be used to mark the right side of the opening and a black buoy exhibiting a quick flashing green light shall be used to mark the left side of the opening. The frequency of the flashes shall be not less than 60 per minute. "Right side" and "left side" of the opening shall be in conformance with the lateral system of buoyage established by the U.S. Coast Guard. Requirements for lighted buoys and description of the lateral system of buoyage will be found in the U.S. Coast Guard Publication entitled "Aids to Navigation." Lights to be displayed on pipelines shall be in accordance with the U.S. Coast Guard Regulation 33 CFR 84 Annex 1: Positioning and Technical Details of Lights and Shapes <http://ecfr.gpoaccess.gov/cgi/t/text/textx?c=ecfr;sid=7d7c3adc81a15e56d19c8d2ffcb74868;rgn=div5;view=text;node=33%3A1.0.1.5.38;idno=33;cc=ecfr>

D. Floating Pipeline

If the CONTRACTOR's pipeline does not rest on the bottom, it will be considered a floating pipeline and shall be visible on the surface and clearly marked. The CONTRACTOR's pipeline shall not be allowed to fluctuate between the surface and, or lie partly submerged. Lights shall be installed on the floating pipeline as required by the U. S. Coast Guard and U. S. Army Corps of Engineers standards. The lights shall be supported either by buoys or by temporary piling, provided by the CONTRACTOR and approved by the District. Where the pipeline does not cross a navigable channel, the flashing yellow all-around lights shall be spaced not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard personnel, in which case the requirements of the U.S. Coast Guard shall govern, at no additional cost to the District.

E. Pipeline Leaks

If a leak occurs in the discharge pipeline, the CONTRACTOR shall immediately discontinue using the line until leaks are repaired. The CONTRACTOR shall be responsible for removing material placed due to leaks or breaks.

32. VESSEL TRAFFIC

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

33. DAILY REPORTS

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

SCOPE OF WORK

General Description

CONTRACTOR is to provide labor and equipment to hydraulically dredge at least 45,859 cubic yards (Indicated as Base Bid **item 1** on the Bid Form page 31) or hydraulically dredge at least 66,210 cubic yards (Indicated as Base Bid plus additive alternate **item 3** on the Bid Form page 31) from the lower end of the Needmore Diversion Channel. Depending on the amount of the bids, the District will award based on the lowest and best base bid or the lowest and best base bid plus additive alternate bid. (See Appendix F, G, H, and I)

The material will be placed in the west end of the Corps of Engineers (COE) Dredge Material Placement Area (DMPA) 13. A 15" I.D. pipe with a 19" flange has been laid through the Needmore east levee for use by the CONTRACTOR. (See Appendix J and K)

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

Jefferson County Drainage District No. 6 will be responsible for all pre and post surveys and volume calculations. (See Appendix L)

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

The Needmore Diversion Channel was originally excavated to elevation -14 with a 200' bottom and 3:1 side slopes in 2009. It has silted in considerably since, and the base bid (**item 1** on the Bid Form page 31) is to dredge to the original depth.

The additive alternate bid (**item 2** on the Bid Form page 26) is to execute an additional three feet with 3:1 side slopes to elevation -17. This creates a 182' bottom.

The CONTRACTOR will complete the project within ninety (90) days from the issuance of the NOTICE TO PROCEED.

LIQUIDATED DAMAGES – The contract price Liquidated Damages will be \$1,000.00 for each and every day past the completion date stated above.

Appendix and Descriptions

- Appendix A Approved Permit COE Amendment
Original Permit for the Needmore Diversion Channel had to be amended to include the dredging project.
- Appendix B TxDot Approval Letter
TxDot has authority over DMPA 13, so DD6 obtained their approval.
- Appendix C Project and Placement Area Location
Illustration of the location of the project and DMPA 13 along with spillways
- Appendix D Project Layout
Project baseline with control points and state plane coordinates
- Appendix E Structure Overview
Structure before flooding
- Appendix F Consolidation Study
Describes material to be dredged down to elevation -14.
- Appendix G Soil Boring 1
Boring describes the soil layer between elevation -14 and -17 as grey and tan clay. Elevation -14 to -17 is at a depth from 19-20 feet on the borings.
- Appendix H Soil Boring 2
Boring describes the soil layer between elevation -14 and -17 as grey and tan clay. Elevation -14 to -17 is at a depth from 19-20 feet on the borings.
- Appendix I Elevation Shots
Illustrates the elevation of the top material to be dredged.
- Appendix J Dredge material Placement Area
Illustrates the levee and ground elevations of the western 54 acres of the placement area where the material is to be placed.
- Appendix K PA Use Requirements
General COE guidelines for use of DMPA-13
- Appendix L Needmore Pre-dredge -14
Cross sections and calculations of the volume to be dredged to a 200' bottom at elevation -14 with 3:1 side slopes
- Appendix M Needmore Pre-dredge -17
Cross sections and calculations of the volume to be dredged to a 172' bottom at elevation -17 with 3:1 side slopes
- Appendix N Concrete Photo Southeast
Illustrates mats which are now underwater
- Appendix O Concrete Photo Southwest
Illustrates mats which are now underwater

- Appendix P East Slope 3x5 Rock
Illustrates rock placed on part of the slopes. Rock is now underwater.
- Appendix Q West Slope 3x5 Rock
Illustrates rock placed on part of the slopes. Rock is now underwater.
- Appendix R Location Rock, Concrete Mats
Illustrates the location and dimensions of the underwater rock and concrete by state plane coordinates.

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

STATE of TEXAS }

JEFFERSON COUNTY }

THIS AGREEMENT, made and entered into this ____ day of _____, A.D. 2015, by and between Jefferson County Drainage District No. 6 of the COUNTY of Jefferson in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____ County of _____ in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

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

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

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

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

Party of the Second Part (CONTRACTOR)

By: _____
Print Name

By: _____
Print Name

Signed: _____

Signed: _____

ATTEST: _____

ATTEST: _____

Bidder Shall Return Completed Form with Offer

BID FORM
(IFB 15-011/KJS)
NEEDMORE DIVERSION SALTWATER BARRIER DREDGING PROJECT
Opening at 2:00 PM on Thursday, September 10, 2015

1. **ITEM BID: Needmore Diversion Saltwater Barrier Dredging Project**
(Meeting Specifications) _____ YES _____ NO
If Not meeting Specifications, please explain why on a separate piece of paper.

2.

Line No.	Description	Estimated Quantity	Unit Price Per Cubic Yard	Total Price of Base Bid
1	Needmore Diversion Saltwater Barrier Dredging Project Base Bid	45,859 Cubic Yards	\$	\$

Line No.	Description	Estimated Quantity	Additive Alternate Bid Cubic Yards	Total Price for Additive Alternate Bid
2	Needmore Diversion Saltwater Barrier Dredging Project Additive Alternate Bid	20,351 Cubic Yards	\$	\$

Line No.	Description	Estimated Combined Total	Combined Total Base Bid AND Additive Alternate Bid
3	Needmore Diversion Saltwater Barrier Dredging Project	66,210 Cubic Yards	\$

* Note: Actual Payment amount will be based upon actual cubic yards of material dredged.

3. Bid Bond Included _____ **YES** _____ **NO**

BID FORM
PAGE 2
(IFB 15-011/KJS)
NEEDMORE DIVERSION SALTWATER BARRIER DREDGING PROJECT
Opening at 2:00 PM on Thursday, September 10, 2015

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

Name: _____

Address: _____

City, State: _____

Contact Numbers: _____

Officer's Signature: _____ Date: _____

Printed Name

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER