



**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**  
September 22, 2017

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 (sometimes referred to as "District") for (IFB 17-009/KJS) Stabilization of Sub-Grade Under the Green Pond Detention Basin Berm Failure. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage at [www.dd6.org](http://www.dd6.org) or email requests to [kstewart@dd6.org](mailto:kstewart@dd6.org)

A Pre-Bid Conference will be held on Tuesday, October 3, 2017 at 2:00 PM CST. The conference will be held in the Board Room at 6550 Walden Road, Beaumont, Texas 77707. A site visit shall follow immediately after the meeting. Bidders are welcome to schedule a site visit prior to the pre-bid meeting by contacting Karen J. Stewart at 409-782-3616.

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

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

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

**BID NAME:** Stabilization of Sub-Grade Under the Green Pond Detention Basin Berm Failure  
**BID NUMBER:** IFB 17-009/KJS  
**DUE DATE/TIME:** 11:00AM CDT, Friday October 6, 2017  
**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,

A handwritten signature in black ink that reads "Karen J. Stewart". The signature is written over a circular stamp that is partially visible, containing the text "JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6" and "BEAUMONT, TEXAS".

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

Publish: Beaumont Enterprise September 22<sup>nd</sup> and 29<sup>th</sup>, 2017

# Instructions to Bidders

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## 1. Bid Submission

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

Jefferson County Drainage District No. 6  
6550 Walden Road  
Beaumont, TX 77707

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

**All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing 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 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 – 2017:

|                  |                   |                             |
|------------------|-------------------|-----------------------------|
| January 2        | Monday            | New Year's Day              |
| January 16       | Monday            | Martin Luther King, Jr. Day |
| February 20      | Monday            | President's Day             |
| April 14         | Friday            | Good Friday                 |
| May 29           | Monday            | Memorial Day                |
| July 4           | Tuesday           | Independence Day            |
| September 4      | Monday            | Labor Day                   |
| November 10      | Friday            | Veterans Day                |
| November 23 & 24 | Thursday & Friday | Thanksgiving                |
| December 25-26   | Monday & Tuesday  | 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. 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 District's 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 District of the merchandise ordered and of a valid invoice. The successful bidder is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the District.
- c. The District has the right to conduct work in progress surveys at its own expense if it has reason to question any billings, and the contractor will be paid according to the District's results. The contractor is bound by these surveys. These surveys will be conducted by Naismith Marine, and they will be final.

## 8. Contract

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

- a. Contract Definition/Contract Agreement- the General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the District, shall constitute a contract equally binding between the successful bidder and the District. By submitting a bid, bidder acknowledges it has read the bid specification document, including all sections, appendices, and forms.

b. Changes in the Work

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

c. Termination, Delays, and Liquidated Damages

- i. Right of the District to Terminate Contract. In the event that any of the provisions of this contract are violated by the Contractor, or by any of its sub-contractors, the District may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the District shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the District may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the District for any excess cost incurred. In such event the District may take possession of, and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
- ii. 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.
- iii. Excusable Delays
  - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

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

d. Disputes

- i. 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.
- ii. The Contractor shall submit in detail its claim and its proof thereof.
- iii. If the Contractor does not agree with any decision of the District, it shall in no case allow the dispute to delay the work but shall notify the District promptly that it is proceeding with the work under protest.

e. Conflict of Interest.

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

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

g. Warranty- The successful bidder shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

h. Uniform Commercial Code- The successful bidder and the District agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code, subject to and enforceable according to the laws of the State of Texas.

- i. Venue- This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas. In the event of litigation under this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and costs.
- j. Sale, Assignment, or Transfer of Contract- The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County Drainage District No. 6.
- k. Silence of Specifications- The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**9. Execution of Agreement/Performance and Payment Bonds**

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

**10. Interpretation of Addenda**

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

**11. Non Discrimination**

- 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 District deems appropriate.

**12. Equal Employment Opportunity**

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

**13. Waiver of Subrogation**

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

**14. Fiscal Funding**

A multi-year contract (if requested by the specifications) continuing 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 made available upon request to [kstewart@dd6.org](mailto:kstewart@dd6.org) and provided as soon as possible following bid opening. A final tabulation will be available following bid award, and will also be available for review at 6550 Walden Rd., Beaumont, Texas 77707.

**16. Changes and Addenda to Bid Documents**

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

**17. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the District's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the District, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the 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 the District.

#### **25. State Auditor Clause**

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

#### **26. Financial Records**

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

#### **27. No Debt Against the State**

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

#### **28. Payment and Completion of Work**

Unless otherwise specified, compacted fill and required fill and backfill materials stabilized with reagent and acceptable additives of any description specified in this section will be measured for payment by the cubic yard, and quantities will be determined by the average end area method. The basis for the measurement will be cross sections of the areas to be stabilized.

Payment for stabilized embankment foundations will be paid for at the contract unit price per cubic yard for "Stabilized Embankment Foundations". Price and payment shall constitute full compensation for furnishing all plant, labor, equipment and materials, including control testing, benching operations, air quality monitoring, maintaining and providing drainage of the stabilized embankment mixing site, the addition of reagent and additives, and other incidental work as specified herein and as indicated on the drawings.



**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<br>Owned, Hired & Non-Owned | \$1,000,000 |
|--|-------------|

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, Contractor shall furnish ACORD 25 (2010/05) certificates verifying coverage and limits outlined above and other provision set forth below. Such insurance shall be provided by carriers rated by AM Best & Company and deemed acceptable by the District.
- 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 Karasek, Administrative Assistant for approval and further handling.

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

# TECHNICAL SPECIFICATIONS

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The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Stewart, Business Manager: Purchasing Agent (e-mail: [kstewart@dd6.org](mailto:kstewart@dd6.org), Phone: 409-842-1818, regarding any questions or comments. Please reference bid number (IFB 17-009/KJS).

## 1. SCOPE

The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations relating to foundation preparation and mixing of materials, to support construction of levee embankments (with the addition of reagents proposed by bidders) as shown on the drawings, and as hereinafter specified.

- a. The entire area of failure up to within 5 feet of the cut back is to be treated to a minimum depth of 6 feet. Payment will be calculated by measuring the area treated and multiplying by 6 feet unless clay is encountered as described below.
- b. Environmental Concerns- The Contractor shall comply with the requirements of SECTION 01 57 20.00 12 ENVIRONMENTAL PROTECTION, and particularly to control reagent and additives dust and prevent sediment run-off into nearby areas and water courses. The absence of positive means for dust control and run-off may be cause to cease operations, as determined by the Drainage District.

## 2. REFERENCES

The publications listed below, by the basic designation only, form a part of this specification to the extent indicated by the references thereto:

ASTM INTERNATIONAL (ASTM)

ASTM C 25 (2006) Standard Test Method for Chemical Analysis of Limestone, Quicklime, and Hydrated Lime (if used)

ASTM C 593 (2006) Fly Ash (if used) and other Pozzolans for Use with Lime

ASTM C 977 (2010) Quicklime and Hydrated Lime for Soil Stabilization

ASTM C 1580 (2009; E 2010) Standard Test Method for Water-Soluble Sulfate in Soil

ASTM D 1140 (2000; R 2006) Amount of Material in Soils Finer than the No. 200 (75-micrometer) Sieve

ASTM D 1633-00 (2007); Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders

ASTM D 2216 (2010) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

ASTM D 2487 (2010) Soils for Engineering Purposes (Unified Soil classification System)

ASTM D 2974 REV A (2007) Moisture, Ash, and Organic Matter of Peat and Other Organic Soils

ASTM D 4318 (2010) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM D 4643 (2008) Determination of Water (Moisture) Content of Soil by the Microwave Oven Method

ASTM D 4972 (2001; R 2007) pH of Soils

ASTM D 5239 (2004) Standard Practice for Characterizing Fly Ash for Use in Soil Stabilization

ASTM D 5852 (2000; R 2007) Standard Test Method for Erodibility Determination of Soil in the Field or in the Laboratory by the Jet Index Method

## 3. MEASUREMENT

- a. Stabilized Embankment Foundation Unless otherwise specified, in-situ materials stabilized with reagent and acceptable additives of any description specified in this section will be measured for payment by the cubic yard, and quantities will be determined by the area-depth method. The basis for the measurement will be area and depth of the areas to be stabilized. The District will trench as necessary to confirm the required depth of treatment has been obtained.
- b. Settlement- Settlement is not an issue with stabilization of the foundation, and will be the responsibility of the entity rebuilding the earthen levee.

#### 4. PAYMENT

Stabilized Embankment Foundations- Payment for stabilized embankment foundations will be paid for at the contract unit price per cubic yard for "Stabilized Embankment Foundations". The estimated quantity is 14,000 cubic yards, actual quantity may be greater or less than. Payment will be made on a unit price (per cubic yard) based on actual work done. Price and payment shall constitute full compensation for furnishing all plant, labor, equipment and materials, including control testing, benching operations, air quality monitoring, maintaining and providing drainage of the stabilized embankment mixing site, the addition of reagent and additives, mobilization, demobilization, and other incidental work as specified herein and as indicated on the drawings in Appendix A

#### 5. DELIVERY OF REAGENT AND ADDITIVES

The reagent and additives delivered to the work sites in pneumatic tanker trucks must be capable of connecting to dust control apparatuses. The bulk truck container shall be fully enclosed and dust-proofed and be self-unloading. Reagent and additives that have been placed in the stabilization area shall be mixed within that work day or must be discarded properly and at no cost to the District.

#### 6. QUALITY CONTROL

- a. General- The Contractor shall establish and maintain quality control for all soil stabilization operations to assure compliance with contract requirements and maintain records of quality control for all construction operations including but not limited to the following:
  - i. Earthwork Equipment. Type, size, and suitability for construction of the prescribed work, including specialized mixing and distributing equipment.
  - ii. Foundation Preparation. Breaking surface in advance of embankment, drainage of foundation.
  - iii. Materials. Applicable tests, location of material testing sites.
  - iv. Construction. Layout, maintaining existing drainage, moisture control, thickness of stabilization.
  - v. Grade and Cross Section.
  - vi. Roads and Ramps. Location of temporary access ramps in accordance with specified dimensions and grades.
  - vii. Grade Tolerances. Check fills to determine if placement conforms to prescribed grade and cross section.
  - viii. Settlement of Foundation. Location of settlement gages by others.
  - ix. Slides. Location and limits; methods and equipment used where remedial work has been directed.
  - x. Control Testing. The Contractor shall perform all control testing such as soil classification, moisture content, control compaction curves, organic content, sand content and in-place density. The results of all tests shall be reported to the Drainage District's representative within 24 hours of sampling, except for the organic test results, which shall be reported within 48 hours of sampling. The Contractor's QC test results of unconfined compressive strength (UCS) testing shall be provided to the Drainage District, on a regular basis throughout the contract, but no later than 5 days of receiving results. Testing shall be performed by a Drainage District approved testing agency, or organization or field laboratory including on-site testing labs operated by QC personnel. No additional payment will be made for control testing required in this paragraph. All costs in connection therewith shall be included in the contract unit price for "Stabilized Embankment Foundations". Documentation of sampling locations for the following tests shall be clearly defined by levee station and offset and also by lift number or elevation. As a minimum, the following tests are required:

- Soil Classification Tests. Untreated Soil. Determination of soil classification shall be in accordance with ASTM D 2487. Atterberg Limits Test required for soil classification shall be performed in accordance with ASTM D 4318. Limits of organic content and sand content are specified in paragraph "MATERIALS". Determination of organic content shall be performed in accordance with ASTM D 2974 REV A, Method C and determination of sand content shall be in accordance with ASTM D 1140. One Atterberg test, one Organic content test, one sand content test shall be obtained from the sample material used for each control compaction curve prior to its treatment with reagent and additives.
- Unconfined Compressive Strength (UCS) Tests - Reagent and additives treated Soil. UCS shall be established in accordance with ASTM D 1633. UCS testing shall be performed only on mixed soil. Laboratory UCS shall also be made immediately before production mixing operations on a soil sample mixed in the laboratory to determine the optimum reagent and additives addition in the embankment foundation. Two UCS tests will be required for each type of material and a minimum of one UCS test every 1,000 cubic yards of stabilized material. Where construction operations result in blending of material, two UCS tests will be required for each resulting blend of material. The samples collected for the resultant blended material shall be collected from separate locations. If the source of fill material changes, new UCS tests shall be performed. Material test samples for UCS tests shall be performed on molded samples cured in the laboratory.
- Moisture Content Tests. Moisture content tests at each UCS test location shall be taken for recordation purposes as specified in paragraph "Moisture Control". Determination of moisture content shall be performed in accordance with ASTM D 2216 or ASTM D 4643. Determination of moisture content shall not be performed in accordance with ASTM D 6938(Nuclear Method).
- Additional Testing. In addition to the above frequency of tests, additional tests are required as follows:
  - Where the Drainage District's Representative has reason to doubt the adequacy of the stabilization, organic content, or moisture control.
  - Where the Drainage District is concentrating fill operations over a relatively small area.
  - When, in the opinion of the Drainage District, embankment foundation materials change substantially, the Drainage District may direct additional testing.
  - Where non-traditional stabilization procedures/equipment are being used.
  - When areas are found not meeting the specified UCS, the Contractor shall retest at no additional cost to the Drainage District after corrective measures have been applied.
- Reagent and Additives Tests. The quantity of reagent and additives applied to the embankment foundation materials shall be verified for each reagent and additives application. A piece of canvas or plastic, measuring 3 feet by 3 feet, shall be placed randomly on the mixing area prior to the reagent and additives application. The reagent and additives deposited on the canvas shall be weighed on a scale approved by the Drainage District to within one tenth (0.1) of a pound. The quantity of reagent and additives shall not be less than specified in the mix procedure given in paragraph "Reagent and Additives Application" and shall not be more than 25% greater than the mix procedure. If too much reagent and additives are placed the Contractor shall scrape off all reagent and additives placed and waste the reagent and additive material. Any unmixed material beneath the reagent and additives, which contain no reagent and additives, may be reused.

- The testing firm or organization, or field laboratory including on-site testing labs (hereon referred to as testing facilities) are not required to have Drainage District validation for ASTM C 25, ASTM C 593, ASTM D 5239, and ASTM D 5852 at the time of Notice to Proceed. The Contractor shall obtain test procedures from the testing facilities for ASTM C 25, ASTM C 593, ASTM D 5239, and ASTM D 5852. The testing facility must be validated for these ASTM tests within 10 days of Notice to Proceed, and must be validated for all other ASTM tests listed. The Contractor shall submit the test procedures to the Drainage District for approval. The Contractor shall not begin test for production until the District has witnessed the performance of one or more of these test procedures.
  - Compliance Surveys. Furnish plotted cross sections at intervals and locations corresponding to the District's original survey. Upon completion of suitable reaches of embankment foundation, the Contractor shall perform, plot and submit compliance cross section surveys at a maximum of 100-foot intervals in both directions. All sections shall be taken at locations corresponding to the Drainage District original survey. They shall be plotted by the Contractor on a minimum scale of 1-inch equal to 10 feet horizontally and 1-inch equal to 5 feet vertically with the theoretical design cross section and allowable grade tolerances superimposed thereon. Additionally, the Contractor shall perform, plot, and submit a stabilized embankment foundation centerline profile with shots taken at a maximum of 20-foot intervals.
  - Quantity Surveys. Provide plotted cross sections of all surveys for progress payments at a maximum of 100-foot intervals in both directions. Perform, plot and submit partial stabilized embankment foundation cross sections at a maximum of 100-foot intervals for determining progress payments. Plot on the same scale noted above.
- b. Reporting- The original and two (2) copies of these records of inspections and tests, as well as the records of corrective action taken, shall be furnished the Drainage District's daily. Format of the report shall be a submittal.
- c. Testing by the Drainage District- The Drainage District will perform quality assurance tests to check the Contractor's work for compliance with these specifications. The performance of such tests may temporarily delay the Contractor and shall not be the basis for additional compensation and/or time.

## 7. QUALITY ASSURANCE

As a control, the Drainage District will perform assurance and check tests for UCS, and water content of treated embankment foundation material.

## 8. EQUIPMENT

- a. General-Compaction equipment shall be capable of properly proof-rolling soil after stabilization. Equipment shall be operated at speeds not to exceed 3.5 miles per hour. Compaction is required on the side slopes of the stabilized embankment foundation.
- b. Hand Tampers-Not applicable.
- c. Miscellaneous Equipment- Specify list in a submittal.
- d. Sprinkling Equipment-Sprinkling equipment (if required) shall be designed to apply water uniformly and in controlled quantities to variable widths of surface.
- e. Reagent and Additives Spreading-The reagents and additives spreading equipment shall be designed specific for soil treatment application, and shall be capable of traversing all types of terrain and spread the reagent and additives evenly without causing large amount of dust.

Spreading equipment shall be capable of connecting to pneumatic tanker trucks without causing significant amounts of material being lost. The bucket of an excavator may suffice if reagent is delivered via end dump and dust is not an issue.

- f. Equipment mixing- Excavator bucket shall be capable of mixing dry reagent into >60% moisture content sandy material, and wet "slurry" reagent into <60% moisture content sandy material. The cabin of the excavator shall be closed with a ventilation system to ensure unsafe conditions do not exist in the cabin.

The excavator bucket shall be capable of producing enough mixing energy to adequately mix the soil. The specification of the mixing method proposed shall be submitted to the Drainage District for approval and acceptance. No high-speed rotary pulverizer shall be used due to the wet subgrade foundation soils anticipated to be encountered.

## 9. SUBMITTALS

Drainage District approval is required for submittals noted herein, including the reagents/ additives proposed for use. In no way will reagent be considered for use if resulting sulfate concentrations exceed 10,000 parts per million (ppm), or if resulting UCS testing reveals a 10% loss of strength or weight after specimen immersion in water for a period of 7-days after and compared to 7-day UCS strengths. The Contractor shall submit a written Project Execution Plan to the Drainage District within ten (10) days after contract award. The plan shall include the Reagent and Additives Design Procedure and Mixing Procedure and be in accordance with the requirements specified herein. The Contractor shall allow a minimum of five (5) days, after the receipt of the package, for the Drainage District's review, processing, and approval.

Experience Profile / Training Records;

Detailed experience profile / training records to establish that the requirements for 5 years with mixing stabilized soil have been met. This experience does not extend to the construction of levee embankment.

Mixing Equipment Specifications;

Submit detailed manufacture's specifications of the proposed equipment.

Safety Data Sheet;

The Contractor shall submit Safety Data Sheets.

Air Quality Monitoring Plan;

The Contractor shall submit a written plan to the Drainage District within ten (10) days after contract award. The proposal shall include the intended procedures for conducting Air Quality Monitoring and be in accordance with paragraph "AIR QUALITY MONITORING". The Contractor shall allow a minimum of five (5) days, after the receipt of the package, for the Drainage District's review, processing, and acceptance.

ASTM C 25, C 593, D 5239, and D 5852 Test Procedures;

Product Data

Reagent and Additives;

The Contractor shall determine the combination of Reagent and additives for the mix design in accordance with the requirements of paragraphs "Reagent and Additives Application" and "Reagent and Additives Soil Mixture" and submit the mix design to the Drainage District for approval. The submittal shall include the weights of reagent and each additive used in the mix design and shall be accompanied by test reports demonstrating that the proposed mix proportions will yield a mixture meeting all requirements of paragraph "Reagent and Additives Soil Mixture".

- SD-06 Test Reports
- USC Test Results
- Air Quality Monitoring Test Results

**SD-07 Certificates Certificate;**

The Contractor shall submit a certification of compliance accompanied by mill test reports for reagents and additives.

**Waybills and Delivery Tickets**

Submit copies of waybills or delivery tickets during the progress of the work. Before the final payment is allowed, waybills and certified delivery tickets shall be furnished for all reagent and additives used in the construction.

**10. HAUL ROADS**

The Contractor shall maintain haul roads and not remove or alter any improvements in order to accomplish the work, unless approved by the Drainage District. The Contractor shall coordinate its activities with other Contractors in the area using the same access roads in order to maximize efficiency and safe hauling conditions.

**PART 2 PRODUCTS**

- 1. MATERIALS- The stabilized embankment foundation shall be constructed of earth materials blended with reagents and additives.
  - a. Reagent and Acceptable Additives-The reagent material shall be self-cementing reagent. In addition to reagents, acceptable additives are "bed" or "bottom" ash that may be considered a Coal Combustion Residual (CCR) and quicklime products. Lime shall meet the requirements of ASTM C 977, Sec. 4.2 High Calcium quicklime. The quicklime shall be smaller than 0.25 inches in grain size. The available lime content of the reagent or lime addition shall not vary by more than 10% of the total weight as determined by ASTM C 25.
  - b. Water Quality- Water, if necessary, which has been approved by a public health agency for drinking or ordinary household shall be used. Water from stagnant, shallow or marshy surfaces shall not be used.
  - c. CCR (Fly-ash, Bed Ash and Bottom Ash) - Product Environmental Standards- Prior to mixing with lime additives, any CCR (i.e. fly-ash, bed ash and bottom ash) product material shall be submitted to the Texas Commission on Environmental Quality (TCEQ) and Drainage District on appropriate forms.

The Contractor shall, upon selection of the fly-ash source(s), demonstrate how the source material will meet soil protective of the groundwater standards for Management Option 1 (MO-1) as listed below; the limiting standard will be the lower of Soil MO-1 and SoilGW1 MO-1. The metals of most environmental concern in CCRs are included in both EPA's (e.g. aluminum, antimony, arsenic, barium, boron, cadmium, chromium, lead, mercury, nickel, selenium, silver and thallium in EPA, 2009, "Characterization of Coal Combustion Residues from Electric Utilities -Leaching and Characterization Data", and EPA-600/R-09/151, December 2009, 189 pages).

The Contractor is only allowed to use CCRs that meet the lower of the listed metal MO-1 or SoilGW1 MO-1 standards. Any quicklime products do not need to be tested for the following standards unless there is some reason to believe they contain the listed materials. Representative sampling and testing shall be determined according to the U.S. EPA document SW846 "Test Methods For Evaluating Solid Wastes; Physical/Chemical Methods". The laboratory contracted for testing the CCR product source shall have current TCEQ-approved certification for parameters tested. Target detection limit shall be below the acceptable levels.

MO-1 screening standards.

**PRODUCT PROPERTIES**

(mg/kg)

Less Than (<) Soil MO-1 or SoilGW1 MO-1

Soil MO-1 SoilGW1 MO-1

Antimony 310 12

Arsenic 12 100

Barium 5500 2000

Beryllium 160 8

Cadmium 39 20

Chromium (CrIII) 120000 120

Chromium (CrVI) 230 120

Cobalt 4700 4400

Copper 3100 1500

Lead 400 100

Mercury 23 4

Nickel 1600 1500

Selenium 390 20

Silver 390 100

Thallium 5.5 4

Vanadium 550 520

Zinc 23000 2800



## **PART 3 EXECUTION**

### **1. EXCAVATION**

- a. Surface Levelling- The existing subsurface shall be levelled and not sloping.
- b. Surplus Material- Subject to the Drainage District's approval, surplus material from the operations of mixing reagent and additives shall be uniformly placed in a stockpile at the mixing site and disposed of in a manner acceptable to the Drainage District.
- c. Placement of Borrow Materials
  - i. General- Not applicable.
  - ii. Unsuitable Materials- Unsuitable materials shall be disposed of off-site by the Contractor at no additional cost to the Drainage District.

### **2. STABILIZED EMBANKMENT MIXING- The Contractor shall maintain and provide adequate drainage of the stabilized embankment foundation mixing site by the use of sumps, pumps and dikes.**

### **3. TREATMENT OF EMBANKMENT FOUNDATION MATERIALS**

- a. General- The Contractor shall treat the embankment foundation material with reagent and additives. The reagent and additives shall be applied and mixed with a bucket on an excavator at the mixing site. Water may be added to the placed reagent and additives prior to mixing to reduce the dust. The in-place moisture content of the treated embankment material shall conform to the requirements of paragraph "Moisture Control". Reagent and additives shall not be mixed with the embankment foundation materials when the ambient air temperature is 35 degrees F. or below, nor shall reagent and additives be applied to or mixed with frozen soils. The reagent and additives shall be spread in such a manner as to ensure even distribution over the width of the spreading equipment. Care shall be taken to reduce dust created by the spreading of the reagent and additives. Reagent and additives shall not be applied during adverse weather conditions such as high winds and heavy rain, which could cause excessive loss of the material.
- b. Reagent and Additives Application- All embankment foundation material placed in the levee section shall be reagent and additives treated. Any remaining treated material shall be disposed of as specified in paragraph "Surplus Material". The total percent of reagent and additives by wet weight of embankment foundation soil shall be determined by the Contractor. The total percent of reagent and additives shall not exceed 30% of the wet weight of the embankment foundation material. An actual wet unit weight will be used for the soil to compute the required rate of application of the reagent and additives by weight. The reagent and additives mixing procedure shall be as determined by the Contractor and shall produce a soil mixture that meets the requirements of paragraph "Reagent and Additives Soil Mixture" in paragraph MATERIALS, and its sub-paragraphs. The reagent and additives shall be placed with the dust control unit or bucket of the excavator, depending on the fineness of reagent or additives. If the Contractor uses high sulfate additives, then a proper mellowing time shall be determined to allow the sulfate reactions to occur. The Contractor shall select which combination of reagent and additives is appropriate for their mix design subject to approval of the Drainage District. The Contractor is not required to use all of the additive material listed in paragraph "Reagent and Acceptable Additives" but may use one or more of the materials listed. Reagent shall be used as the primary material and shall be greater than or equal to any other single additives material percentage measured by weight as part of the proposed stabilization mixture to be incorporated with the foundation material. The procedure shall contain testing assurances that the material is uniformly mixed. The procedure shall be submitted to the Drainage District for approval and acceptance. All materials used in the soil mixture shall be submitted to the Drainage District for approval and acceptance, shall not violate any patents and also shall be environmentally acceptable.

- c. **Reagent and Additives Soil Mixture-** The reagent and additives soil mixture shall have a seven (7) day compressive strength of at least 30 psi but no higher than 150 psi, as determined by ASTM D1633. The final soil mixture shall have a sulfate content of 10,000 ppm or less as determined by ASTM C 1580. The soil mixture shall be highly resistant to grass growth and be able to be sprayed with standard herbicides without detrimental effects. The soil mixture shall have at least a PH of 11 throughout the construction process as measured by ASTM D 4972. The soil mixture shall be resistant to erosion as measured by ASTM D 5852 with a jet index value of 0.001 or less. If the Contractor elects to use another erosion test procedure the Contractor may submit a proposal to the Drainage District. The final soil mixture shall be submitted to the Drainage District and must be acceptable to the Drainage District. These properties shall be tested every 1,500 yards of mixed material. The reagent (if including CCRs) in the final soil mixture shall be environmentally acceptable in accordance with paragraph "CCR (Fly-ash, Bed Ash and Bottom Ash) - Product Environmental Standards". The Contractor shall be responsible for these tests and shall submit the results to the Drainage District. Any stabilized embankment foundation not meeting this specification shall be removed at the Contractor's expense.
4. **LEEVE EMBANKMENT CONSTRUCTION-** By others.
5. **AIR QUALITY MONITORING-** Industrial hygiene exposure assessments shall be performed while mixing the Reagent and additives in with the foundation material to evaluate exposure potentials to source specific reagents and additives. The Contractor shall be responsible for these tests and shall submit the results to the Drainage District. Requirements to prohibit exposures through inhalation, ingestion, skin absorption, or physical contact in excess of the acceptable limits specified in the most recently published ACGIH guideline "Threshold Limit Values and Biological Exposure Indices", or by OSHA, whichever is more stringent.
6. **STABILIZED EMBANKMENT FOUNDATION (Sub-Grade Soil Stabilization)-** Existing subgrade shall be stabilized to a minimum 6 feet depth unless hard clay is encountered shallower than 6 feet, in which case the top 12 inches of clay shall be mixed with the embankment mixture. The estimated quantity is 14,000 cubic yards, actual quantity may be greater or less than. Payment will be made on a unit price (per cubic yard) based on actual work done.

## Part 4- FEMA

### 1. FEMA Mandated Contract Clauses

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

- a. Damages, 2 CFR §200.326 Appendix II to Part 200 (A)
  - i. All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
  - ii. In the event of Contractor's breach of its performance obligations, District shall have all rights and remedies against Contractor as provided by law.

### 2. Termination of Rights, 2 CFR §200.326 Appendix II to Part 200(B)

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

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

### 3. Equal Employment Opportunity Clause (2 CFR §200.326 Appendix II to Part 200 (C))

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

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
4. Davis Bacon and Copeland "Anti-Kickback" Act, 2 CFR §200.326 Appen. II to Part 200 (D)

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

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

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

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

5. Contract Hours and Safety Standards Act, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

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

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

Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

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

6. Rights to Inventions Made Under A Contract or Agreement, 2 CFR §200.326 Appendix II to Part 200 (F)

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

**7. Clean Air Act and Federal Pollution Control ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

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

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

**8. Energy Efficiency and Conservation, 2 CFR §200.326 Appendix II to Part 200 (H)**

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

**9. Debarment and Suspension, 2 CFR §200.326 Appendix II to Part 200 (I)**

- a. This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal GOVERNMENT may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. Byrd Anti-Lobbying Amendment, 2 CFR §200.326 Appendix II to Part 200 (J)**

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

**11. Procurement of Received Materials, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

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

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

**12. Agreements With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms(2 CFR §200.321)**

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

**13. Access to Records**

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

**14. Seal, Logo and Flags**

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

**15. Compliance with Federal Law, Regulations and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

**16. No Obligation By Federal GOVERNMENT**

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

**17. Program Fraud and False of Fraudulent Statements or Related Acts**

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



**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. 2017, 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 90 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 60 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: Richard P. LeBlanc, Jr.  
Print Name

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

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

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

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

**BID FORM  
STABILIZATION OF SUB-GRADE UNDER THE GREEN POND DETENTION BASIN BERM  
FAILURE**

**Opening at 2:00 PM on Friday, October 6, 2016**

ITEM BID: Stabilization of Sub-Grade Under the Green Pond Detention Basin Berm Failure  
(Meeting Specifications) \_\_\_\_\_ YES \_\_\_\_\_ NO  
If Not meeting Specifications, please explain why on a separate piece of paper.

1.

| Line No. | Base Bid Description             | Estimated Quantity | Base Bid Unit Price Per Cubic Yard | Total Price |
|----------|----------------------------------|--------------------|------------------------------------|-------------|
| 1        | Stabilized Embankment Foundation | 14,000 Cubic Yards | \$                                 | \$          |

Existing subgrade shall be stabilized to a minimum 6 feet depth unless hard clay is encountered shallower than 6 feet, in which case the top 12 inches of clay shall be mixed with the embankment mixture. **The estimated quantity is 14,00 cubic yards, actual quantity may be greater or less than. Payment will be made on a unit price (per cubic yard) based on actual work done.**

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

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

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

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

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

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

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

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

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

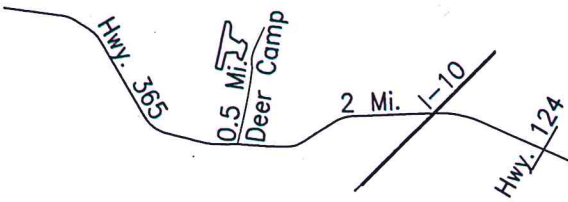
**Acknowledgment of Addenda (if any):**

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

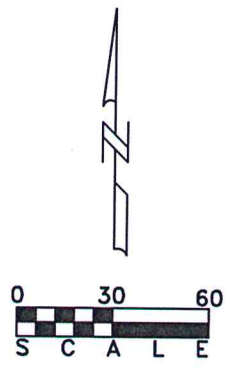
Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

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

**BIDDER MUST RETURN THIS PAGE WITH OFFER**



Location Map



Top of Cut Bank

5'

Soil Stabilization Limits. 55243 sq. ft.

Levee

Levee

Deer Camp Road

**Jefferson County  
Drainage District No.6  
Green Pond Gully Levee Repair  
Sub-Grade Stabilization**