

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

I. ADVERTISEMENT FOR BIDS

Sealed lump sum BIDS will be received by the Operations Manager of the Sabine Neches Navigation District of Jefferson County, Texas at the Sabine Neches Navigation District Office, 8180 Anchor Drive, Port Arthur Texas 77642 until **2:00 p.m.** Local Time on **Friday, January 5th, 2024** for Placement Area 13 Levee Project in Jefferson County, Texas, for the Sabine Neches Navigation District, at which time the BIDS will be opened publicly and read aloud. BIDS received after **2:00 p.m.** on **Friday, January 5th, 2024** will be returned unopened.

Each BID must be submitted in a sealed envelope, addressed to Mr. Larry Fountain, Operations Manager at Sabine Neches Navigation District. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Placement Area 13 Levee Project and the envelope should bear on the outside the name of the BIDDER, his address, and his license number (if applicable). If forwarded by overnight or express mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Mr. Fountain, Sabine Neches Navigation District, 8180 Anchor Drive, Port Arthur, Texas 77642. Overnight or express mail must be received in the Sabine-Neches Navigation District's office no later than **2:00 p.m.** Local Time on **Friday, January 5th, 2024**. For purposes of express mail forms, the District's telephone number is (409) 729-4588.

A mandatory pre-bid meeting and site visit will be held at the Sabine Neches Navigation District Office, 8180 Anchor Drive, Port Arthur, Texas 77642 at 10:00 a.m. Local Time on **Thursday, December 21st, 2023**. Following the pre-bid meeting will be a mandatory site visit to PA13 in Port Arthur, Texas. Attendance at the pre-bid meeting AND site visit is a prerequisite to a bidder being awarded the bid.

Bidders should contact Larry Fountain, Operation Manager at the Sabine-Neches Navigation District, at (409) 729-4588 to arrange site visits (other than the mandatory visit on December 21st, 2023) to view proposed work.

Each BID must include a BID BOND equal to five percent (5%) of the amount of the BID. BID BONDS of unsuccessful BIDDERS will be returned.

Project includes, but is not necessarily limited to, the following items in accordance with the TECHNICAL SPECIFICATIONS and PROJECT DRAWINGS:

- Mobilization and Demobilization
- Levee work (Perimeter and Training Levee)

The BID PACKAGE can be downloaded from our website, www.navigationdistrict.org as of Wednesday, December 20th, 2023.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

In accordance with Texas State law, including Local Government Code Chapter 176, each BIDDER MUST COMPLETE AND SUBMIT WITH THEIR BID A COPY OF THE VENDOR'S CONFLICT OF INTEREST QUESTIONNAIRE CONTAINED IN **EXHIBIT O**.

The OWNER reserves the right to reject any or all BIDS and to waive formalities in BIDDING. In case of ambiguity or lack of clearness in stating the price in any BID, the OWNER reserves the right to consider the most advantageous BID thereof, or reject the BID.

Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

SABINE NECHES NAVIGATION DISTRICT

Larry Fountain
Operations Manager

II. INFORMATION FOR BIDDERS

BIDS will be received by Sabine Neches Navigation District (the "OWNER"), at 8180 Anchor Drive, Port Arthur, Texas 77642 until **2:00 p.m.** Local Time on **Friday January 5th, 2024** and then at said office publicly opened and read aloud. Bidders should contact Larry Fountain, Sabine Neches Navigation District, at lfountain@navigationdistrict.org to arrange site visit to view proposed work (other than the mandatory site visit on **Thursday, December 21st 2023**).

Each BID must be submitted in a sealed envelope, addressed to Mr. Larry Fountain, Operations Manager. Each sealed envelope containing a BID must be plainly marked on the outside as BID for PLACEMENT AREA 13 LEVEE PROJECT and the envelope should bear on the outside the name of the BIDDER, his address, and his license number (if applicable). If forwarded by overnight or express mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to Mr. Larry Fountain, Sabine Neches Navigation District 8180 Anchor Drive, Port Arthur, Texas 77642. Overnight or express mail must be received in the Sabine Neches Navigation District's office no later than **2:00 p.m.** Local Time on **Friday, January 5th, 2024**. For purposes of express mail forms, the District's telephone number is (409) 729-4588.

A mandatory pre-bid meeting will be held at the Sabine Neches Navigation District Office, 8180 Anchor Drive, Port Arthur, Texas 77642 at 10:00 a.m. Local Time on **Thursday, December 21st, 2023**. Following the pre-bid meeting will be a mandatory site visit. Attendance at the pre-bid meeting AND site visit is a prerequisite to a bidder being awarded the bid. BIDDERS must satisfy themselves of the extent of the WORK by examination of the site and a review of the drawings and specifications including ADDENDA (if applicable). BIDDERS should pay particular attention to the Scope of Work included herein as **Exhibit A**. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

BIDDERS are advised to thoroughly familiarize themselves with Part IV, General Conditions, and Part V, Special Conditions, of this Contract, in particular with Part V, Paragraph 5, Construction Schedule, Paragraph 9, Liquidated Damages and Paragraph 16, Access to the Site.

REQUIRED BID DOCUMENTS

All BIDS must be made on the required BID Form (**Exhibit B**). All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID Form must be fully completed and executed when submitted. A labor and equipment rental rate sheet, a project duration bar chart schedule, The Corporate Resolution (**Exhibit C**) if applicable, the Bid Bond (**Exhibit D**), an executed copy of the "Information Required of Bidders" (**Exhibit G**), and an executed copy of the "Vendor's Conflict of Interest Questionnaire" (**Exhibit O**) must also be fully completed and submitted with the BID Form. BIDDERS must also supply a detailed WORK PLAN for the PROJECT with the BID. Only one copy of the BID Form is required.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA13 LEVEE PROJECT

The BIDS will be presumed to include all addenda that have been provided by the OWNER or ENGINEER to each prospective BIDDER. OWNER or ENGINEER will submit written addenda to the prospective BIDDERS by email. The bidder shall "Reply" to the Addendum email and the "Reply" email shall be evidence of the receipt of the addendum. If a BIDDER fails to include within his BID acknowledgement of receipt of addenda that have been properly submitted and received by a prospective BIDDER, then the OWNER may treat the addenda as though they had been received and treat the failure of the BIDDER to include the information concerning the addenda as an informality or minor defect.

A CONDITIONAL OR QUALIFIED BID WILL NOT BE ACCEPTED. Any BIDDER who BIDS terms, conditions or specifications not contained within the Contract Documents, including any addendum to the BID specifications, OR fails to submit ALL the Required Documents referenced above (and on the last page of the Bid Form), will be considered a conditional or qualified BID and will not be accepted.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER. The OWNER reserves the right, as its interest may require, accepting or rejecting any or all BIDS.

The CONTRACT DOCUMENTS contain the provisions required for the completion of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the tasks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND (**Exhibit D**) payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the CONTRACT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND (**Exhibit E**) and PERFORMANCE BOND (**Exhibit F**) have been executed and approved, after which it will be returned. A certified check or cashiers check, drawn on a bank that is a member of the Federal Reserve System, may be used in lieu of a BID BOND. Sureties companies executing BID, PERFORMANCE and PAYMENT BONDS required within the Contract Documents must appear on the Treasury Department's most current circular as a company holding a Certificate of Authority as acceptable sureties on federal bonds and as acceptable reinsurance companies (Department Circular 570, 2007 Revision or any subsequent or newer revision thereof in effect prior to the date of the submission of a BID hereunder). Such surety companies shall also be authorized to transact business in the State of Texas.

A PERFORMANCE BOND and PAYMENT BOND, each in the amount of one hundred percent

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA13 LEVEE PROJECT

(100%) of the total contract, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign the BID BOND must file with the BOND a certified and effective dated copy of their power of attorney.

The OWNER expects board approval to issue the INTENT TO AWARD at a scheduled board meeting after the date of public BID opening. NOTICE TO PROCEED will be issued only after the board has approved the CONTRACT award. Bids will be considered good for forty five (45) days from the date of public bid opening.

The party to whom the INTENT TO AWARD is issued will be required to return to OWNER the INSURANCE CERTIFICATE, PERFORMANCE BOND, and PAYMENT BOND within ten (10) calendar days from the date when INTENT TO AWARD is delivered to the BIDDER.

The OWNER, after receipt of acceptable INSURANCE CERTIFICATE, PERFORMANCE BOND, and PAYMENT BOND signed by the party to whom the INTENT TO AWARD was issued, and after board approval of CONTRACT ISSUANCE, shall meet and sign the CONTRACT and the owner will return to such party an executed duplicate of the CONTRACT. NOTICE TO PROCEED will be issued at CONTRACT signing. Should the OWNER not execute the CONTRACT within the forty five (45) day period, the BIDDER may by written notice, withdraw his BID. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. In case of failure of the BIDDER to execute the CONTRACT, the OWNER may at his option consider the BIDDER in default; in which case the BID BOND accompanying the BID shall become the property of the OWNER.

Should there be reasons why the NOTICE TO PROCEED cannot be issued at CONTRACT signing, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT without further liability on the part of either party.

The BIDDER must agree to warranty all materials, equipment, and related items furnished and all work performed for a period of one year as further described in Paragraph 52, Contractors Warranty, of Part IV, General Conditions, of this Contract.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the CONTRACT and to complete the PROJECT contemplated herein.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA13 LEVEE PROJECT

The CONTRACT will be awarded by the Navigation District Board to the bid that it considers the lowest and best for the District. In selecting the lowest and best responsive, responsible BIDDER, consideration will be given not only to the bid price and financial standing, but also the general competency of the BIDDER for the performance of the work covered by the BID and to the ability of the BIDDER to meet the Project schedule. To this end, each BID shall be supported by the statement of the BIDDER'S experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDERS" in **Exhibit G**, included within the BID documents. **BIDDERS must also supply a detailed WORK PLAN for the PROJECT with the BID.** Failure to submit ANY of the Required Bid Documents will result in the BID being considered non-responsive.

In accordance with Texas State law, including Local Government Code Chapter 176, each BIDDER MUST COMPLETE AND SUBMIT WITH THEIR BID A COPY OF THE VENDOR'S CONFLICT OF INTEREST QUESTIONNAIRE CONTAINED IN **EXHIBIT O**. (Failure to submit the completed VENDOR'S CONFLICT OF INTEREST QUESTIONNAIRE will result in the BID being considered non-responsive.)

IF THE CONTRACT IS TO BE AWARDED, IT WILL BE AWARDED TO THE LOWEST AND BEST BIDDER WHOSE EVALUATION BY THE OWNER INDICATES TO THE OWNER THAT THE AWARD WILL BE IN THE BEST INTEREST OF THE PROJECT AND THE DISTRICT. By submitting a BID, each BIDDER agrees to waive any claim it has or may have against the OWNER, its ENGINEERS, the OWNER's agents and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any BID; waiver of any requirements under the Contract Documents (as defined in the General Contract as provided in these Contract Documents and Specifications), acceptance or rejection of any BIDS and award of the Contract.

THE OWNER IS EXEMPT FROM STATE SALES AND USE TAXES ON MATERIALS AND EQUIPMENT TO BE INCORPORATED IN THE PROJECT. THE CONTRACTOR IS THEREFORE REQUIRED TO BREAK HIS BID INTO MATERIAL AND LABOR PORTIONS AS SHOWN ON THE BID FORM. SAID TAXES SHALL NOT BE INCLUDED IN THE CONTRACT PRICE. CERTAIN CATEGORIES OF MATERIALS AND EQUIPMENT DO NOT QUALIFY FOR THE SALES TAX EXEMPTION AND INCLUDE MATERIALS, INCLUDING MOTOR FUEL WHICH ARE CONSUMED IN THE PERFORMANCE OF THE PROJECT, OWNED OR LEASED EQUIPMENT OF A CONTRACTOR WHICH IS USED IN THE PERFORMANCE OF THE PROJECT, AND MATERIALS WHICH ARE USED BY THE CONTRACTOR IN THE PERFORMANCE OF THE PROJECT AND SUBSEQUENTLY FURNISHED TO THE OWNER UNINSTALLED. A SEPARATION OF MATERIALS FORM IS INCLUDED AS **EXHIBIT N** AND SHALL BE REQUIRED OF THE SUCCESSFUL BIDDER.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA13 LEVEE PROJECT

The OWNER requires that, at a minimum, the CONTRACTOR and his SUBCONTRACTORS pay their employees wages equal to those published by the Davis-Bacon Wage Rate. A copy of this survey is attached as **Exhibit H**. It is the CONTRACTOR'S responsibility to become familiar with and to comply with the laws of the State of Texas pertaining to minimum wage rates for public contracts. The CONTRACTOR will be responsible for ensuring that all SUBCONTRACTORS are aware of and comply with these laws. BIDDERS shall submit any questions or request for clarifications to these BID DOCUMENTS to the OWNER in writing/email. For technical information and all questions related to these BID documents contact Mr. Larry Fountain, Operations Manager for the Sabine Neches Navigation District at lfountain@navigationdistrict.org.

The ENGINEER will provide a qualified and experienced Project Representative to review the quality and quantities of work furnished by the CONTRACTOR. The Project Representative will examine the records and reports that are filed by the CONTRACTOR dealing with the compliance of the work with the drawings and specifications.

Payment shall be on a unit price basis in accordance with the values submitted on the bid form. CONTRACTOR will submit monthly invoices for progress payments. A ten-percent (10%) retainage will be held out on each billing until all work is completed in accordance with the CONTRACT. Submitted invoices shall bear resemblance and contain the information shown on the sample invoice form contained herein as **Exhibit M**. The OWNER, upon approval of monthly progress, will certify invoices within five (5) days for payment. OWNER will pay certified billing within thirty (30) days to the CONTRACTOR. Final payment will be made within thirty (30) days of approval of final billing. Acceptance of completion on this project is based solely on the CONTRACTOR achieving and maintaining the levee elevation denoted on the drawings.

A CONTRACTOR'S Affidavit and Waiver of Lien (**Exhibit I**) shall be provided to OWNER prior to final payment, stating that all bills of every kind incurred in the performance of the PROJECT have been paid in full, and to furnish the OWNER a release of all claims arising out of the work performed under the Contract.

III. GENERAL CONTRACT

THIS CONTRACT between **SABINE NECHES NAVIGATION DISTRICT** of Jefferson County, Texas called "OWNER" and _____ whose address is _____ and telephone number is _____ called "CONTRACTOR", for the performance by the CONTRACTOR of the PROJECT on the terms and conditions as follows:

1. **WORK TO BE PERFORMED:** CONTRACTOR agrees to perform the WORK at the price and on the terms described in the Bid Form which shall be executed, initialed or otherwise identified by the parties and attached hereto and made a part hereof, and in accordance with the Contract Documents, instructions and the other provisions thereof. CONTRACTOR may obtain additional detail as to location from maps in OWNER's office. All matter descriptive of the PROJECT is intended to be cooperative. All matters not covered in detail shall be performed in a manner consistent with the highest standards prevailing for this type of construction.
2. **ALTERATIONS AND EXTRAS:** OWNER reserves the right during the progress of the PROJECT to make any changes, additions or deletions in the original plans and specifications including but not limited to the quantity of items purchased. All change orders are to be made in writing and accepted by both parties before proceeding with such work. Change orders shall not invalidate the CONTRACT, PERFORMANCE BONDS, PAYMENT BONDS, insurance coverage requirements, or original plans, drawings or specifications except as amended by the change order. No bills for extras will be allowed unless ordered in writing by OWNER. CONTRACTOR shall increase the amount of the PERFORMANCE BOND and PAYMENT BONDS to such an amount as will cover any change order that increases the total Contract price to an amount in excess of that as originally awarded and must provide evidence to the OWNER that such increase in bond coverage has been secured before proceeding with the PROJECT.
3. **MATERIALS AND PERSONNEL:** CONTRACTOR shall furnish at its own cost constant supervision, competent foremen, and all bonds, permits, licenses, labor, tools, equipment, supplies, fuel, materials, machinery, transportation, and all other items which may be necessary in the performance and completion of the PROJECT. Unless otherwise specified, all materials shall be new and of a grade and quality adequate for the required use.
4. **INDEPENDENT CONTRACTOR:** In the performance of all work, CONTRACTOR is an independent CONTRACTOR, with sole right to supervise, manage, control and direct the performance of the details. OWNER is interested only in the results to be obtained, but the work must meet with the approval of the

OWNER, whose representatives shall be entitled to make such inspections of the PROJECT and of CONTRACTOR'S records relating thereto as may be necessary to assure such results and compliance with the provisions hereof.

5. **INSURANCE AND BOND:** During the performance of the work hereunder, CONTRACTOR shall take out, carry and maintain, in insurance company or companies, and in policies of insurance acceptable to OWNER as specified in **Exhibit J** of these Bid Documents.
6. **RISK OF LOSS:** Until written acceptance of the PROJECT by OWNER all risk of loss, injury, or destruction by any cause other than acts or omissions of OWNER shall be borne by CONTRACTOR. Responsibility of CONTRACTOR shall extend to materials and equipment supplied by OWNER when delivered to CONTRACTOR.
7. **NON-ASSIGNABILITY:** This CONTRACT or any rights hereunder shall not be transferred, assigned or sublet without the advance written approval of OWNER. Subcontracting shall not relieve CONTRACTOR of primary responsibility.
8. **SUBCONTRACTORS:** CONTRACTOR may not subcontract out more than 15 percent (15%) of the contract amount without the prior written consent of OWNER. If any subcontractor shall be employed by the CONTRACTOR, prior written notice of the employment of the subcontractor and presentation of financial information as required by OWNER shall be presented prior to the subcontractor being allowed to enter in upon the property of OWNER to provide any work required under this CONTRACT. Any approved subcontractor shall give the indemnity and insurances required of the CONTRACTOR.
9. **OPERATIONS:** CONTRACTOR shall commence actual operations and execute them diligently, **WITHOUT DEMOBILIZING from the project once work has begun and without interruption**, to completion in a good and workmanlike manner within the period of time prescribed.
10. **DEFAULTS:** Time and quality of work shall be of the essence of this CONTRACT. If CONTRACTOR fails to begin or execute the PROJECT with reasonable diligence **WITHOUT INTERRUPTION**, and in a good and workmanlike manner, OWNER, may, at its option, upon three (3) days notice in writing to CONTRACTOR, terminate the CONTRACT. Without prejudice to any other remedy it may have, OWNER may take control of the PROJECT for the purpose of completing the same under the terms hereof, either by its own employees or by other independent contractor. If OWNER takes control of the PROJECT, CONTRACTOR shall be entitled, upon OWNER'S completion of the PROJECT, to the difference between the contract price and the reasonable cost and expense incurred by OWNER in finishing said PROJECT. If such cost and expense should exceed the CONTRACT price, CONTRACTOR or Bonding

Company agrees to pay the excess to OWNER as Liquidated Damages. (See also Part V, Special Conditions, Paragraph 9, Liquidated Damages, Page V-3)

The provisions of this section shall not apply to any defaults in performance of the incidental covenants of the CONTRACTOR, which are not directly related to the continuity and quality of the PROJECT.

11. **NOTICES:** Notices hereunder shall be sent to the respective addresses of the parties, set out above, but all communications given CONTRACTOR'S foremen on the job by OWNER'S representatives shall be sufficient, except as to matters required to be in writing by this CONTRACT.
12. **INDEMNITY:** FOR FULL INDEMNITY SEE GENERAL CONDITION 56. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, ENGINEER, their designated agents, and their affiliated companies, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the PROJECT hereunder and in any manner directly or indirectly caused or occasioned by reason of any negligence, whether active or passive, of CONTRACTOR, Subcontractor or of anyone acting under its direction, control, or on its behalf in connection with or incident to the work performed under this CONTRACT. The indemnity contained at GENERAL CONDITION 56 will control. The Indemnity is in addition to any insurance required of CONTRACTOR under this CONTRACT.**
13. **COMPLIANCE WITH LAW:** CONTRACTOR agrees to comply with all laws, orders, executive orders, rules or regulations of any and all local, state (Texas) and federal government bodies or agencies, including without limitation those pertaining to social security, tax withholdings, sales taxes, safety, health, old age pension and unemployment compensation, all laws and regulations pertaining to wages, hours and overtime, equal employment opportunities and all others applicable to the PROJECT whether or not herein specifically specified. Before final settlement, CONTRACTOR shall satisfy the OWNER of the payment and release of all debts, taxes, liens, claims, charges and obligations arising by operation of law, or otherwise, out of its performance of the work. OWNER may withhold funds due CONTRACTOR hereunder or otherwise, without interest, to assure itself of the discharge of all such obligations, or to satisfy any provisions of law relating to claims against CONTRACTOR.
14. **REPORTING REQUIREMENT FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES:** CONTRACTOR shall comply with the reporting requirements for building or construction projects for Governmental entities as required by 28 Texas Administrative Code, Section 110.110 effective September 1, 1994, and all subsequent amendments.

CONTRACTOR is responsible for obtaining the reporting requirements for Workers' Compensation Insurance coverage and shall adhere to the requirements contained within the regulations of the Texas Workers' Compensation Commission.

15. **PAYMENT:** Progress payments will be made to the CONTRACTOR on a monthly basis upon the approval of monthly invoices by the OWNER'S representative. Progress payments do not indicate acceptance of the PROJECT by the OWNER. Monthly progress payments will be subject to a 10% retainage. Upon completion of the PROJECT, issuance of an ENGINEER'S completion certificate, and acceptance of the PROJECT by the OWNER, subject to any requirements for the maintenance of retainage, OWNER agrees to pay CONTRACTOR the total amount of the bid specified on the bid form as may be amended by appropriate change order issued by OWNER to CONTRACTOR, and subject to any liquidated damages due to OWNER. Acceptance of completion on this project is based solely on the CONTRACTOR achieving and maintaining the levee elevation denoted on the drawings.
16. **INTERPRETATION:** This CONTRACT including the plans, specifications and instructions and listed Contract Documents attached or identified separately, constitutes the entire agreement between the parties. No other conversations, BIDS, memoranda, or other matter shall vary, alter, or interpret the terms hereof. The captions in these instruments are for convenience of the parties in identifications of the several provisions and shall not constitute a part of the agreement nor are considered interpretive thereof. Failure of OWNER to exercise any option, right or privilege hereunder, or to demand compliance as to any obligation or covenant of CONTRACTOR or acceptance of the PROJECT and payment shall not constitute a waiver of any such right, privilege or option, or of the strict performance hereof, unless waiver is expressly required in such event, or is evidenced by properly executed written instrument.
17. **FORCE MAJEURE:** Neither party shall be considered in default in performance of its obligation under this Contract if delayed by Force Majeure (as described herein). Force Majeure shall include, but not be limited to hostilities, restraint of rulers or peoples, revolution, civil commotion, strike, epidemic, fire, flood, windstorm, explosion, embargo, or any law, proclamation, regulation, or ordinance of any Government, or any cause, whether of the same or different nature, existing or future, which is beyond the control of the parties hereto. It shall be the sole responsibility of the party so affected by Force Majeure to take all reasonable steps necessary to eliminate the cause of any delay but not to the extent of assenting to unreasonable demands of the third party. Nothing herein contained shall alter or vary OWNER'S right to terminate this Contract as hereinabove provided. Notice of Force Majeur must be given within 10 days of the Force Majeur event. See GENERAL CONDITION 58.

18. **CORRELATION OF DOCUMENTS:** The General Contract, the following listed Contract Documents, and any addenda that appear or attached hereto, shall cumulatively be the CONTRACT between the parties for the performance of the PROJECT to be completed.

The Contract Documents consists in the whole of the following:

Advertisement for Bids

Information for Bidders

General Contract

General Conditions

Special Conditions

Scope of Work

Bid Form

Corporate Resolution

Bid Bond

Payment Bond

Performance Bond

Information Required of Bidders

2010 Davis-Bacon Wage Rate

Contractor's Affidavit and Waiver of Lien

Insurance Requirements and Certificate of Insurance

Technical Specifications

Project Drawings

Applicable Addenda and Change Orders

Vendor's Conflict of Interest Questionnaire

Work Plan

19. **TIME IS OF THE ESSENCE OF THIS CONTRACT.** CONTRACTOR agrees to complete the Project in its entirety by the hereinafter-defined **Completion Date of May 31st, 2024**.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

20. **LIQUIDATED DAMAGES** – The contract price will be \$500.00 for each and every day past the completion dates stated above.

AS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF OWNER'S GOVERNMENTAL IMMUNITY BY THE SABINE NECHES NAVIGATION DISTRICT.

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

Contract is for the amount of \$ _____.

EXECUTED in duplicate originals this _____ day of January 2024.

Sabine – Neches Navigation District

(OWNER)

(CONTRACTOR)

By: _____

(Signature)

(Signature)

By: _____

(Printed Name)

(Printed Name)

Title: _____

(Printed)

(Printed)

Attested: _____

(Signature)

(Signature)

Attested: _____

(Printed Name)

(Printed Name)

Title: _____

(Printed)

(Printed)

Contract Attachment No. 1
Additional Terms and Conditions

State Auditor Clause

By executing this CONTRACT, the CONTRACTOR 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 this CONTRACT. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this contract 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 subcontract.

Financial Records

The CONTRACTOR 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 EXECUTIVE ADMINISTRATOR of the BOARD. Accounting by the CONTRACTOR and its subcontracted parties shall be in a manner consistent with generally accepted accounting principles.

No Debt Against the State

This CONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this CONTRACT transcends the biennium in which this CONTRACT is entered into, this CONTRACT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.

Licenses, Permit, and Insurance

For the purpose of this CONTRACT, the CONTRACTOR will be considered an independent CONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR, to protect themselves, the BOARD, and employees and officials of the BOARD from liability arising out of this CONTRACT. The CONTRACTOR shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the CONTRACTOR, arising out of the activities under this CONTRACT.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the CONTRACTOR to perform the subject PROJECT.

EXECUTED in duplicate originals this _____ day of January 2024.

(OWNER)

(CONTRACTOR)

By: _____
(Signature)

(Signature)

IV. GENERAL CONDITIONS - TABLE OF CONTENTS

1.	DEFINITIONS	4
2.	TIME AND ORDER OF COMPLETION	6
3.	INSPECTION AND RIGHT OF ACCESS	6
4.	TO REMEDY DEFECTIVE WORK	7
5.	TO ORDER MODIFICATIONS OF METHODS AND EQUIPMENT	8
6.	LINES AND GRADES	8
7.	TO DEFINE TERMS AND EXPLAIN PLANS.....	9
8.	CONTRACTOR'S FUNCTION	9
9.	MATERIALS, APPLIANCES, EMPLOYEES.....	10
10.	CONSTRUCTION SCHEDULE.....	10
11.	CUTTING, PATCHING, AND OWNER'S FACILITIES.....	11
12.	CONTRACTOR'S ADDRESS AND NOTICES	11
13.	PERSONAL ATTENTION OF CONTRACTOR	11
14.	CONTRACTOR INFORMED AS TO CONDITIONS.....	12
15.	SUBCONTRACTS.....	ERROR! BOOKMARK NOT DEFINED.
16.	COLLATERAL WORK	13
17.	COORDINATION WITH OTHER CONTRACTORS	13
18.	MUTUAL RESPONSIBILITY OF CONTRACTORS	14
19.	CONTRACTOR RESPONSIBLE FOR CLAIMS	14
20.	INSURANCE REQUIREMENTS.....	14
21.	INTENTIONALLY LEFT BLANK.....	ERROR! BOOKMARK NOT DEFINED.
22.	CONTRACTOR'S RESPONSIBILITY FOR SAFETY	15
23.	PERFORMANCE AND PAYMENT BONDS	15

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

24.	WORK PERFORMED AT CONTRACTOR'S RISK	16
25.	INFRINGEMENT OF PATENTS AND ROYALTIES	16
26.	REMOVAL OF EQUIPMENT OR MATERIALS	17
27.	ASSIGNMENT OF CONTRACT	17
28.	SUSPENSION OF WORK IF CONTRACT IS VIOLATED.....	17
29.	DELAYS	18
30.	INDEBTEDNESS AND LIENS	18
31.	PERMITS, LICENSES AND REGULATIONS	19
32.	TAXES	19
33.	LANDS FOR CONSTRUCTION PURPOSES	19
34.	REQUIREMENTS FOR CONTRACTOR'S EMPLOYEES	20
35.	CHARACTER OF EMPLOYEES	20
36.	SUPERINTENDENCE AND SUPERVISION.....	20
37.	WORKMEN TO BE USED	20
38.	NIGHT WORK	20
39.	CAMPS AND SANITARY CONVENIENCES	21
40.	INTOXICANTS	21
41.	PROTECTION OF HIGHWAYS AND RAILROADS	21
42.	USE OF EXPLOSIVES.....	22
43.	CLEANING UP.....	22
44.	PROTECTION OF WORK AND PROPERTY	22
45.	INDEPENDENT CONTRACTOR	23
46.	COMPLIANCE WITH PRICE REGULATION.....	23
47.	ACCOUNTING AND RECORDS	24

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

48.	CHANGES IN THE PROJECT	24
49.	CLAIMS FOR EXTRA COST	25
50.	PAYMENT	25
51.	TESTING AND ACCEPTANCE	27
52.	CONTRACTOR’S WARRANTY	27
53.	CERTIFICATES OF INSPECTION AND WARRANTIES.....	28
54.	OCCUPATIONAL SAFETY & HEALTH ACT OF 1970	28
55.	DRAWINGS AND SPECIFICATIONS ON THE PROJECT SITE	28
56.	INDEMNITY.....	29
57.	TERMINATION.....	32
58.	FORCE MAJEURE.....	36
59.	APPLICABLE LAW AND VENUE.....	37
60.	WAIVER.....	37
61.	SPECIAL CONDITIONS.....	37

IV. GENERAL CONDITIONS

1. Definitions

- A. The CONTRACT Documents consist of Advertisement for Bids, Information for Bidders, General CONTRACT, General Conditions, Special Conditions, Exhibits and Drawings and other documents listed in paragraph 18 of the GENERAL CONTRACT.
- B. The Owner is Sabine Neches Navigation District of Jefferson County, Texas.
- C. Whenever the word "Owner" or "Company" is used it shall be understood to refer to the Owner identified as such in this CONTRACT.
- D. The word "Engineer" shall mean Burrow-Global Engineering, 350 Pine Street, Beaumont, Texas 77701, Telephone (409) 239-5210. Wherever the words Construction Manager, Project Representative, or Owner's Representative are used, it refers to a person designated by the Engineer.
- E. The word "Contractor" or the expressions "Party of the Second Part" or "Second Party" shall mean the person, persons, partnership, company, or corporation entering into this CONTRACT for the performance of the work required by it.
- F. The words "Surety" or "Sureties" shall mean the surety company or the bondsmen or party or parties who have made secure the fulfillment of this CONTRACT by a Bond, and whose signatures are attached to said Bond.
- G. The word "Proposal" shall mean the offer of the Contractor to do the work contemplated under this CONTRACT at the price or prices set forth therein.
- H. The word "Drawings" shall mean, collectively, all the drawings attached to the CONTRACT Documents and such supplementary drawings as the Engineer may issue from time to time in order to elucidate said Drawings, to show details that are not shown thereon, or to cover changes in the Project.
- I. The words "CONTRACT Price" shall mean the total of all payments that are to be paid to the Contractor for the work to be done under this CONTRACT (estimated in this case of a lump sum bid).
- J. Wherever the word "Manufacturer" is used it refers to a person, partnership, or corporation who is furnishing material or equipment to either the Owner or the Contractor or both.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

- K. The term Subcontractor as employed herein includes only those having a direct CONTRACT with the Contractor and it includes one who furnishes material worked to a special design according to the Drawings or Specifications of this Project, but does not include one who merely furnishes material not so worked.
- L. Written Notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- M. The term Work of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the CONTRACT.
- N. All Time Limits stated in the CONTRACT Documents are of the essence of the CONTRACT.
- O. The laws of Texas shall govern the construction of the CONTRACT, and venue for any controversies shall be in Jefferson County, Texas.
- P. The words WORK PLAN shall mean a detailed explanation of how the contractor proposes to execute the Project WORK from mobilization to demobilization. The WORK PLAN shall include details of, but not limited to, the following items:
 - Mobilization
 - Levee Work
 - Demobilization
- Q. Wherever in this CONTRACT the words Directed, Required, Permitted, Ordered, Designated, Prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription, etc. of the Engineer or Owner is intended. Similarly, the words Approved, Considered, Necessary, Acceptable, Satisfactory, or words of like import, shall mean approved or considered necessary by, or acceptable or satisfactory to the Engineer or Owner unless another meaning is plainly intended.
- R. Where reference is made in these GENERAL CONDITIONS or DRAWINGS to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization and such specifications referred to are hereby made a part of these GENERAL CONDITIONS.

- S. Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84) showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
- T. Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the OWNER.
- U. Persons providing services on the Project - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person Contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. Time and Order of Completion

- A. **The Contractor agrees that the work shall be commenced and carried on at such points, and in the order of precedence, and at such times and seasons as may be directed by the Owner in accordance with the Schedule for the completion of the Project as outlined in the Contract Documents. The Contractor declares that he is familiar with the Project Site and rights of way, with all the local conditions, and with all the circumstances that may or are likely to affect the performance and completion of the Project, and that such conditions have been allowed for in the preparation of Contractor's Bid.**
- B. The Owner shall have the right to require the discontinuance of the Project, in whole or in part, for such time as may be necessary, should the condition of the weather or of flood or other contingencies make it desirable so to do, in order that the Project shall be well and properly executed. Extension of time shall be granted the Contractor for discontinuance of work so required.

3. Inspection and Right of Access

- A. The Owner and Engineer contemplate and the Contractor hereby agrees to a thorough, minute inspection by the Owner and Engineer, or by any of their agents, of all work and material furnished under this CONTRACT.
- B. The Contractor shall furnish to the Owner and Engineer or to any of their agents, access at all times to the Project and to the premises used by the Contractor, and shall provide them every reasonable facility for the purpose of inspection, even to the extent of discontinuing portions of the Project temporarily, or of uncovering or taking down portions of finished work.
- C. When finished work is ready for the purpose of inspection, the Contractor shall bear the entire expense incident thereto in the event that the said work is found to be defective. The Owner shall pay the cost incident thereto in the event that the work is found to be in accordance with the Scope of Work and Drawings. In the latter case, the uncovering or taking out of and replacement of materials shall be paid for by the Owner on the basis of actual direct cost of materials, labor and incidental expense, plus reasonable rental prices for transportation equipment and heavy equipment. No percentage for the Contractor's fee shall be added to actual direct cost of material, labor and incidental expense or equipment rental prices. Where the work exposed is found to be in accordance with the Specifications and Drawings, the cost of replacing the covering or the making good of any of the parts removed shall be paid for by the Owner on the basis of prices set forth in the Proposal in the case of unit price work or on the basis of actual cost of materials, labor and incidental expense and equipment rentals as set forth in the two preceding sentences in all other cases. If the Contractor shall fail to replace any defective work or materials after reasonable notice, the Engineer may cause such defective work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

4. To Remedy Defective Work

- A. If the work or any portion thereof shall be damaged in any way, excepting by the acts of the Owner or the Engineer, or if defects not readily detected by the proper inspection shall develop before the final completion and acceptance of the whole Project, the Contractor shall forthwith remedy such damage or defects as part of the SOW and Bid Price in a manner satisfactory to the Owner and/or Engineer.
- B. Neither the Engineer, nor any of his assistants or agents shall have any power to waive any of the obligations of the Contractor or any of the obligations of this CONTRACT for the furnishing by the Contractor of suitable material and for the Contractor's performing work to the Owner's satisfaction as herein described

- C. The Owner shall have the right to direct the manner in which all work under this CONTRACT shall be conducted insofar as may be necessary to secure the safe and proper progress and the specified quality of the Project. All work shall be done and all material shall be furnished to the satisfaction and approval of the Owner.
- D. Whenever, in the opinion of the Owner, the Contractor has made marked departures from the schedule of completion laid down in the Proposal or when unforeseen circumstances force a departure from the said schedule, the Owner, in order to assure the carrying out of the schedule and the completion of the Project in accordance with the CONTRACT, shall direct the order and method of conducting the work.
- E. Additional drawings and explanations to exhibit or illustrate details may be provided by the Engineer and shall be so provided whenever necessary, and if consistent with the Drawings and Scope of Work shall be binding upon the Contractor. The written decision of the Engineer as to the true construction and meaning of the Drawings and Scope of Work and of such additional drawings and explanations shall be binding upon the Contractor.

5. To Order Modifications of Methods and Equipment

- A. If at any time the Contractor's methods, materials, or equipment appear to the Owner to be unsafe, inefficient or inadequate for securing the safety of the workmen or the public, the quality of work or the rate of progress required, he may order the Contractor to increase their safety, efficiency and adequacy, and the Contractor shall comply with such orders. If, at any time, the Contractor's working force and equipment, in the opinion of the Owner, shall be inadequate for securing the necessary progress, as herein stipulated, the Contractor shall, if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The failure of the Owner to make such demands shall not relieve the Contractor of its obligation to secure the quality, the safe conduct, and the rate of progress of the Project required by the CONTRACT, and the Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of its methods, materials, working force and equipment, irrespective of whether or not the Contractor makes any change as a result of any order or orders received from the Engineer.

6. Lines and Grades

- A. The Owner will establish a baseline and bench mark adjacent to the work of this CONTRACT. All such marks and stakes must be carefully preserved by the Contractor, and in case of their unnecessary destruction by the Contractor or any of its employees they will be replaced at the Contractor's expense.
- B. The Contractor shall perform all layout work, unless otherwise noted.
- C. The Contractor shall be responsible for the accuracy of all dimensions within the various sections of the Project according to the figured dimensions on the Drawings.

7. To Define Terms and Explain Plans

- A. The various parts of the CONTRACT are intended to be complementary to each other, but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the decision and explanation of the Owner shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made by the Engineer, when such correction is necessary to a reasonable interpretation of the Drawings and Specifications as a whole.
- B. Whenever, in the Scope of Work or on the Drawings which are a part of this CONTRACT or which may be furnished to the Contractor for directing his work, the terms or descriptions of various qualities of workmanship, material, structures, processes, plant, or other features of the CONTRACT are described in general terms, the meaning or fulfillment of which must depend upon individual judgment, the question of the fulfillment of the Scope of Work requirements shall be decided by the Engineer, and said material shall be furnished, said work shall be done, and said structure, process, plant or feature shall be constructed, furnished or carried on in full and complete accordance with the Engineer's interpretation of the same and to his full satisfaction and approval, provided such interpretation is not in direct conflict with the Drawings and Scope of Work.
- C. Matters shown either on the Drawings or in the Scope of Work shall be done and furnished as if shown in both except where expressly accepted either in the Scope of Work or on the Drawings. Figured dimensions shall in all cases be taken in preference to scale measurements, and detailed drawings consistent with general drawings in preference to general drawings of the same part of the Project.

8. Contractor's Function

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

- A. The Contractor shall furnish and provide all material, labor, supervision, tools, plant, apparatus, conveyances, false-work, scaffolding, cribbing, rigging, water, air, steam, electrical energy, equipment, and incidental expense for accomplishing the work covered by this CONTRACT, except the materials and services specifically provided in the Scope of Work to be furnished by the Owner.
- B. After the Contractor has accepted materials, equipment and services furnished by the Owner as being in good condition and correct quantity at time of delivery, the Contractor shall be responsible for their safety from loss or damage of any nature until the finished structures and/or surplus materials are accounted for and accepted by the Owner. Contractor will take appropriate steps to protect the Project under construction from damage by the elements or otherwise.

9. Materials, Appliances, Employees

- A. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the implementation and completion of the Project.
- B. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- C. All materials delivered to the Project site shall be so stored and handled as to preclude the inclusion of any foreign substance or the causing of any discoloration therein and to prevent any damage thereto from the weather or the ground.
- D. All work as described or required shall be executed in a neat, skillful, workmanlike manner, in accordance with the best-recognized trade practice. Only competent workmen who satisfactorily perform their duties shall be employed on the Project.
- E. The Contractor shall comply with all local ordinances and Texas State laws regarding labor and mechanics in effect at the time of signing of this CONTRACT or passed during construction of the Project. The Contractor shall include in his bid and pay all Federal and State taxes or assessments on labor.

10. Construction Schedule

- A. Prior to beginning construction operations, the Contractor shall prepare a construction time schedule and secure written approval of it from Owner.
- B. The Contractor shall continuously execute the Project with such diligence as may be necessary for him to maintain the time schedule and complete the Project within the specified time limit.

11. Cutting, Patching, and Owner's Facilities

- A. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work or other Contractors shown or implied by the drawings and specifications for the completed structure, and he shall make good after them as the Engineer may direct.
- B. The Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of any Contractor, save with the consent of the Engineer and Owner.
- C. Further, the Contractor shall provide sufficient allowances in his bid to allow for the normal operation of the Owner's facilities. The Owner shall attempt to schedule shipments, movements, and operation of his facility so as to allow the Contractor to proceed with his work during regular work hours. If Owner's operations require cooperation of the Contractor in a manner apparent to the Contractor at the Project outset this cooperation shall be provided at no additional cost to the Owner.

12. Contractor's Address and Notices

- A. Both the address appearing in the Bid Form and Contractor's office at or near the Project site is hereby designated as places to either of which notices, letters or other communications to the Contractor shall be mailed or delivered. The delivery at either of the above named places or depositing in a postage paid wrapper directed thereto, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient notice or service thereof upon the Contractor, and the date of such notice or service shall be the date of such delivery or depositing. The first named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

13. Personal Attention of Contractor

- A. The Contractor shall give constant personal attention to the faithful execution of the Project, and shall be present either in person or by a duly authorized representative on the site of the Project, continually during its progress. The Contractor shall maintain an office on or adjacent to the site of the Project, and shall at all times keep in said office a complete copy of the Specifications and Drawings. In the event that the Contractor is a company or a corporation or a partnership then this paragraph shall be interpreted to mean the attention of an officer of this company or corporation or member of the partnership.

14. Contractor Informed as to Conditions

- A. **The Contractor states that all the available records have been examined; that a field examination of the site and right of way has been conducted; and that the subsurface conditions including water content, pipelines, utilities, etc. to be encountered, the character of equipment and facilities needed for the execution of the Project, the location, and suitability of all construction materials, the quantities in the various sections of the Project, the local labor conditions and all other matters in connection with the Project and services to be performed under this CONTRACT have been thoroughly studied. The OWNER, for lack of said knowledge of the above, will pay no claims.**
- B. Any records of subsurface condition, water records or other observations that may have been made by the Engineer or the Owner have been made with reasonable care and accuracy. Such records may be made available to the Contractor for its information, but there is neither expressed nor implied guarantee as to accuracy of the records nor any interpretation of them contained therein. The Contractor recognizes this limitation and stipulates that its opinions and interpretations regarding the character of materials to be excavated have been derived from an inspection of the ground and studies of available soil records.
- C. The Contractor further states that the price or prices contained in the Proposal are based on its own knowledge and judgment of the conditions and hazards involved and not upon any representation of the Owner or the Engineer.

15. Subcontracts

- A. As soon as practicable and before awarding any sub-Contracts, the Contractor shall notify the Owner in writing of the names of the

subcontractors proposed for the principal parts of the Project, and for such other parts as the Owner may direct, and shall not employ any to whom the Owner may have an objection.

- B. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him, as he is for the acts and omissions of persons directly employed by him. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work.
- C. The Owner and Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Project to bind subcontractors to the Contractor by the terms of the CONTRACT Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating subcontract that the Owner may exercise over the Contractor under any provisions of the CONTRACT Documents.

16. Collateral Work

- A. The Owner and the Engineer reserve the right to have such other Contractors or agents as they may elect to enter upon the property or location upon which the Project herein contemplated are being constructed, for the purpose of constructing or installing such collateral works the Owner and the Engineer may desire. Such collateral work will be constructed or installed with as little hindrance or interference as possible with the Contractor.
- B. The Contractor shall work in harmony with other Contractors or agents employed by the Owner, and the Owner shall arbitrate any difference of opinion between Contractors.

17. Coordination with other Contractors

- A. If any part of the Project depends for proper execution or results upon the work of any other Contractor, the Contractor shall cooperate with such other Contractors, obtain information from them and give information to them as they require and shall inspect and promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other Contractor's work, except as to defects which

may develop in the other Contractor's work after the execution of the Contractor's work.

18. Mutual Responsibility of Contractors

- A. The Contractor agrees that if, by any negligent act or omission or by defective or ill-timed work or by its failure to perform any of its obligations under the CONTRACT, damage is caused to another Contractor, the Contractor will pay to the Owner for the account of such other Contractor the amount of damages determined by the Engineer to be due the other Contractor. The Contractor further agrees that if damage is so caused to itself by another, the Contractor will accept in satisfaction thereof the amount so determined by the Engineer to be due, provided in either case that such other Contractor is bound to the Owner by similar stipulations. This Article shall not be construed to cover damages for personal injuries, including death.
- B. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at his own expense and, if any judgment against the Owner arise wherefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

19. Contractor Responsible for Claims

- A. **The complete Indemnity is contained in Paragraph 56 which paragraph shall govern. Contractor shall indemnify, defend and hold harmless Owner, Engineer, their designated agents, and their affiliated companies, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the Project hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, or of anyone acting under its direction, control, or on its behalf in connection with or incident to the work performed under this CONTRACT.**
- B. In the event that any arrangement is made whereby Contractor uses employees of the Owner, they shall, while engaged on this Project, be considered for all purposes as employees, servants and agents of the Contractor and not of the Owner, irrespective of who pays them.

20. Insurance Requirements

- A. Insurance requirements are detailed in **Exhibit J** of this document.
- B. If Contractor uses a chartered water borne vessel in the operations hereunder, Charterer's Legal Liability Insurance, including full Collision and Tower's Liability, covering bodily injury and property damage with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater; or, if Contractor uses an owned water borne vessel, Hull and Machinery Insurance, including full Collision and Tower's Liability, and Protection and Indemnity Insurance covering bodily injury and property damage, each with a combined single limit of at least \$1,000,000 or the value of the vessel, whichever is greater.
- C. Physical damage insurance maintained by Contractor for loss of or damage to equipment and machinery used in the performance of work set forth in this CONTRACT, including loss or damage during loading, unloading and while in transit, shall, name Owner as an Additional Insured. Contractor agrees to waive and agrees to have his insurers waive any rights of subrogation as respects deductibles under such policies and as respects damages to equipment, including the loss of use thereof, whether insured or not.
- D. **Any and all subcontractors are required to meet the insurance requirements of the Contractor, as detailed in Exhibit J.**

21. Contractor's Responsibility for Safety

- A. Contractor agrees that with respect to his furnishing the materials, equipment, and labor under this CONTRACT, all work performed by Contractor shall be in accordance with all applicable federal, state, local occupational safety laws and regulations.
- B. Contractor will follow all Project site specific safety rules including, but not limited to, those pertaining to hot work, confined space entry, lock out / tag out, and work permits.
- C. Contractor will provide a Project Specific Safety Plan to the Owners representative at the time of mobilization.
- D. Contractor shall promptly report to Owner all accidents occurring to Contractor's employees or any other parties or property.

22. Performance and Payment Bonds

- A. The Contractor must deliver to the Owner and maintain for the duration of the Project an executed Performance Bond and Payment Bond in an amount of 100% of the total amount of the CONTRACT sum as security for the faithful performance of this CONTRACT.
- B. The sureties of all bonds shall be such surety company as the Owner approves. The Owner, prior to execution of the formal CONTRACT, must approve these bonds.
- C. Should the Contractor's surety, even though approved and accepted by the Owner, subsequently become insolvent, bankrupt, or otherwise fail, the Contractor shall furnish a new qualified bond or bonds, in another company approved by the Owner, without additional cost to the Owner. The new bond or bonds shall be executed under the same terms and conditions as the original bond or bonds.

23. Work Performed at Contractor's Risk

- A. The Contractor shall take all precautions necessary and shall be responsible for the safety of the Project and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for that purpose. All work shall be done at the Contractor's risk, and if any loss or damage shall result from fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expense to the Owner. The Contractor shall be responsible for any loss or damage to material, tools or other articles used or held for use in connection with the Project. The work shall be carried on to completion without damage to any work or property of the Owner or of others and without interference with the operation of existing machinery or equipment.

24. Infringement of Patents and Royalties

- A. **The complete Indemnity is contained in Paragraph 56 which paragraph shall govern. The Contractor shall assume all liability and fully indemnify and save harmless the Owner, their successors or assigns, from and against all claims, suits, proceedings, damages, losses, expenses, fees, and royalties, arising from any infringement, real or claimed, of any patent on any article, machine, manufacture, structure, composition, arrangement, improvement, design, device, methods or process embodied or used in the performance of this CONTRACT. The Owner, its successors and assigns, will give written notice of all such claims and patent infringement suits or proceedings instituted against it to the Contractor, who shall defend same, and will give the Contractor authority, assistance and all available information to enable the Contractor to do so.**

25. Removal of Equipment or Materials

- A. The Contractor shall not sell, assign, mortgage, hypothecate, or remove equipment or materials which have been installed or which may be necessary for the completion of the CONTRACT, without the written consent of the Owner.

26. Assignment of CONTRACT

- A. The Contractor agrees that he shall not assign this CONTRACT or any portion thereof to any person, persons, partnership, company or corporation not satisfactory to the Owner and the Contractor shall not make such an assignment until he has received the written permission of the Owner, provided that if the CONTRACT is bonded the Contractor shall also furnish the Owner with a written statement of the Surety consenting to such assignment and agreeing that it will not affect the Surety's obligation under the Bond. No such assignment, even though thus consented to, shall relieve the Contractor from its liability under this CONTRACT for the performance and completion of the Project by the time and in the manner herein Contracted for.

27. Suspension of Work if CONTRACT is Violated

- A. If the Project to be done under this CONTRACT shall be abandoned by the Contractor, or if this CONTRACT shall be assigned or the work sublet by the Contractor without the permission of the Owner, or if the Contractor be placed in bankruptcy, or if a Receiver be appointed for its properties, or if the Contractor shall make an assignment for the benefit of creditors, or if at any time the Owner shall be of the opinion that the necessary progress of Project is not being maintained, or that the Contractor is violating any of the conditions or agreements of this CONTRACT, or is executing said CONTRACT in bad faith or not in accordance with the terms thereof, the Owner may, without prejudice to any other right or remedy, notify the Contractor to discontinue all work under this CONTRACT by written notice to be served upon the Contractor, a copy of which shall be given to the Surety. Within one week from the date of such notice, the Contractor shall discontinue the Project, whereupon the Surety may, at its option, assume this CONTRACT and proceed to perform the same. The Surety, in such event, shall take the Contractor's place in all respects and shall be paid by the Owner for all work performed by the Surety in accordance with the terms of this CONTRACT. In case the Surety does not, within five working days after the date of the Owner's notice to the Contractor to discontinue work, exercise its right or option to assume this CONTRACT, then the Owner shall have the power to complete the Project herein described by

CONTRACT or otherwise, as it may determine, and the Contractor agrees that the Owner shall have the right to take possession of and use any of the materials, plants, tools, equipment, supplies and property of any and every kind provided by the Contractor for the purpose of this Project. The expense of so completing the Project shall be charged to the Contractor and the expense so charged shall be deducted by the Owner out of such moneys as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which would otherwise have been payable under the CONTRACT, then the Contractor shall pay the amount of such excess to the Owner upon notice from the Owner of the excess so due. The Owner shall not be required to obtain the lowest figures for the work of completing the CONTRACT but may make such expenditures as in its sole judgment shall best accomplish such completion.

28. Delays

- A. If the completion of the Project is delayed by any act or neglect of the Owner or the Engineer, or by changes ordered in the Project, or by related work, or by fire, unavoidable casualties and other causes beyond the Contractor's control, which in any such case the Owner shall determine to justify the delay, the Contractor shall not be responsible therefore, provided it files a written claim with the Owner within seven days after the cause of delay. Failure to furnish drawings shall not be deemed a valid excuse for delay until two weeks after written demand has been made therefore. An extension of time equivalent to any delay coming within this Article shall be granted Contractor and such extension shall not operate to release the Surety from any of its obligations.
- B. No such extension shall be made for delay occurring more than seven (7) days before claim therefore in writing to the Owner.

29. Indebtedness and Liens

- A. The Contractor agrees to furnish the Owner, from time to time during the progress of the Project as requested, verified statements showing the Contractor's total outstanding indebtedness in connection with the Project covered by the CONTRACT. Before final payment is made, the Owner may require the Contractor to furnish the Owner with satisfactory proof that there are not outstanding debts or liens in connection with the CONTRACT. If during the progress of the Project, the Contractor shall allow any indebtedness to accrue to subcontractors or others, and shall fail to pay or discharge same within five (5) days after demand, then the Owner may withhold any money due the Contractor until such indebtedness is paid, or apply same toward the discharge thereof.

30. Permits, Licenses and Regulations

- A. The Owner shall secure permits, licenses and easements for permanent structures or permanent changes in existing structures without expense to the Contractor unless otherwise specified.
- B. The Contractor shall obtain all other necessary permits, certificates and licenses, give all necessary notices, pay all legal fees and comply with all Federal, State and Local or Municipal laws, ordinances, rules and regulations in carrying on the Project, including, without limiting the generality of the foregoing, those relating to the preservation of public health and safety, sanitation, the storage and use of explosives, safety appliances, electric apparatus and wiring and hours of labor. The Contractor shall deliver to the Engineer and Owner certified copies of said permits, certificates and licenses and receipts for all legal fees.
- C. If the Drawings and Specifications are a variance with any Federal, State, Local or Municipal laws, ordinances, rules or regulations, the Contractor shall notify the Engineer in writing and, except in an emergency endangering life or property, shall not proceed with the work affected thereby until authorized by written notice from the Engineer. If any of the Project shall be done contrary to such laws, ordinances, rules or regulations, the Contractor shall bear all expense arising there from.

31. Taxes

- A. The Contractor shall pay, by the date they fall due, all Social Security taxes and use or sales taxes and other taxes and fees due and payable to the United States of America or to any state or political subdivision thereof, in connection with the Project under this CONTRACT, including any taxes assessed on the remuneration paid to employees or on materials purchased and/or used. The Contractor shall make all payroll deductions required by law and shall hold the Owner harmless from any liability on account of any such taxes, fees, or withholdings.

32. Lands for Construction Purposes

- A. The Contractor may have the use of lands, for rights-of-way purposes, which are contiguous to the Project, which is either now owned by the Owner or to be secured by it, and which are not necessary for the Owner's business or the execution of collateral work.
- B. The Contractor at its cost shall furnish all other lands or the use of lands necessary or deemed desirable for the Contractor's operations. All costs for

damages to property, crops, etc. caused by the Contractor's ingress or egress to the Owner's right-of-way shall be borne solely by the Contractor.

33. Requirements for Contractor's Employees

- A. The Contractor's cars and trucks, and those of its employees, shall be parked in areas expressly set aside and designated as parking areas.

34. Character of Employees

- A. The Contractor shall immediately remove from the Project, whenever requested to do so by the Owner, any person considered by the Owner to be incompetent, disposed to be disorderly, or by his actions or language proves to be offensive to the Owner, Engineer, their designated representatives, or to subcontractors and fellow employees, or otherwise unsatisfactory and undesirable. Such person shall not again be employed on the Project without the consent of the Owner.

35. Superintendence and Supervision

- A. The Contractor shall keep on the Project, during its progress, competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent must be able to speak English. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

36. Workmen to be Used

- A. Attention is called to the fact that certain portions of this Project call for workmen skilled not only in their trade but specialized in the particular task required. The Contractor shall provide that such work shall be done by workmen who are skilled and have specialized in the work to which they are assigned.
- B. The Contractor shall use local material, equipment, subcontractors and workmen, when to do so will not result in additional expense to Contractor.

37. Night Work

- A. Night work may be required if necessary in emergencies or to complete work on which night work is feasible, but no night work of any kind shall be done without the knowledge and consent of the Owner.
- B. Where night work is in progress, sufficient light shall be provided by the Contractor to safeguard the workmen and the public and to afford adequate facilities for properly placing and inspecting the materials.

38. Camps and Sanitary Conveniences

- A. The Contractor shall, if necessary, provide suitable facilities for the feeding, and sanitary necessities of the men. Such facilities shall provide an amount and arrangement of space per man that will be suitable for the maintenance of cleanliness, decency and health as may be required by law. Facilities for the sanitary necessities of all persons employed on the Project shall be constructed in suitable locations designated by the Owner and shall be maintained in a clean and sanitary manner.
- B. Garbage and refuse of all sorts shall be promptly and satisfactorily removed.
- C. The Contractor shall so operate its camp as to maintain order at all times and so that conduct, appearance, and atmosphere of the Project shall be a credit to the owner.

39. Intoxicants

- A. The Contractor shall not permit or suffer the introduction or use of alcoholic beverages of any type or any intoxicants, non-prescription stimulants or drugs upon the Project embraced in this CONTRACT, or anywhere in the Owner's facilities. Any violator shall be immediately dismissed from his employ.

40. Protection of Highways and Railroads

- A. The Contractor shall protect public roads, waterways and bridges which may be damaged by, interfered with, or given undue wear by reason of the work done under this CONTRACT, and shall repair or replace them if damaged, at its own expense, to the satisfaction of the governmental authorities or the owners thereof.
- B. The Contractor shall, unless otherwise specifically provided for, make suitable arrangements with governmental authorities and railroads for the construction of all structures underneath roads and railroads or on railroad

rights-of-way to the end that the public using the highways and movement of trains shall be safe-guarded from accident and/or delay.

- C. Where questions arise as to safe methods or suitable protection the Contractor shall confer with the Owner but responsibility for results shall rest with the Contractor.

41. Use of Explosives

- A. Explosives shall be used only when expressly permitted in writing by the Owner and then in a manner that will not disturb or endanger the stability, safety or quality of the work. Explosives shall be stored, handled and used as prescribed by the laws and regulations of the United States and the State of Texas and political subdivisions thereof in which the work is performed. Special attention must be given to the immediate disposal of paper wrappings from explosives, which are poisonous to livestock.

42. Cleaning Up

- A. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the Project he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and leave his work "in good order" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost to the several Contractors, as the Owner shall determine to be just. Contractor shall submit his plan for disposal of waste material to Owner for his review and concurrence prior to any disposal of waste materials.
- B. As part of the work included in this CONTRACT, the Contractor shall completely remove and satisfactorily dispose of all temporary works to the extent directed. The Contractor shall tear down and dispose of all temporary buildings; shall remove or grade, to the extent directed, all embankments or cofferdams made for construction purposes, shall satisfactorily fill excavations as directed; shall remove all plant and equipment; shall satisfactorily dispose of all rubbish resulting from the operations under this CONTRACT and shall do all work necessary to restore the territory embraced within the site of the Contractor's operations to at least as good order and conditions as at the beginning of the Project under this CONTRACT.
- C. In no case during or after construction shall any form of rubbish, waste, or debris be dumped or allowed to fall into the waterway bayou or river.

43. Protection of Work and Property

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

- A. The Contractor shall continuously maintain adequate protection of the entire Project from damage and shall protect the Owner's property from injury or loss arising in connection with this CONTRACT. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the CONTRACT Documents or caused by agents or employees of the Owner, or due to causes beyond the Contractor's control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the CONTRACT Documents.
- B. The Project may be located in the vicinity of existing gas, telephone, sewer, water, and /or electrical lines. The Contractor shall identify existing utilities prior to beginning work and shall handle his work in a manner so as not to damage the existing utilities. He shall repair or pay for any repairs for damage done to existing utilities.
- C. The Contractor shall take all necessary precaution for the safety of employees on the Project, and shall comply with all applicable provisions of Federal, State, and Parrish safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the Project, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features as protruding nails, scaffolding, window openings, stairways and falling materials, and he shall designate a responsible member of his organization on the Project site, whose duty shall be the prevention of accidents. The Contractor shall report the name and position of any person so designated to the Owner.
- D. In an emergency affecting the safety of life or of the Project or of adjoining property, the Contractor, without special instruction or authorization from the Engineer or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if on account of emergency work, shall be determined by agreement or arbitration.

44. Independent Contractor

- A. The Contractor agrees to perform this CONTRACT as an independent Contractor and not as a Subcontractor, agent or employee of the Owner.

45. Compliance with Price Regulation

- A. The Contractor agrees that material sold or installed and service rendered or work done shall comply with all applicable governmental price regulations or orders. The Contractor agrees to deliver to Owner such proof of affirmation of compliance with such regulations or orders as may be provided for in any such regulations or orders.

46. Accounting and Records

- A. The Contractor shall keep accurate records and books of accounts showing the detailed cost of all items of labor, materials, equipment, supplies, services, and charges of every kind procured or used under the provision of the CONTRACT. The Contractor agrees to give the Owner access at any time to all books, accounts, and records in connection with this CONTRACT as the Owner may request.
- B. If the Owner so desires, it shall have the right to place competent employees of its own in any position of accounting, time-keeping, or checking, provided that such employees shall perform their respective duties in accordance with the Contractor's plans for handling the work, and in cooperation with the Contractor's employees.

47. Changes in the Project

- A. If it becomes necessary or desirable to modify this CONTRACT and the Scope of Work herein contained and the Drawings, in a manner not materially affecting the substance thereof, or to make changes by altering, adding to or deducting from the Project, or to be done under this CONTRACT, the Owner may, without invalidating the CONTRACT, by an order in writing, order such changes or modifications to be made; and the changes shall be made accordingly, provided that in cases where such changes increase the cost of the Project and payment therefore is not covered by the prices bid for the various items, the Contractor shall be remunerated under a supplemental CONTRACT as hereinafter provided; and in case they shall diminish the cost of the Project proper, deduction from the CONTRACT Price shall be made. All such work shall be executed under the conditions of the original CONTRACT except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- B. Except for minor modifications in the Project not involving extra cost and not inconsistent with the purposes of the Project, and except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Owner authorizing the extra work or change; and no claim for an addition to the CONTRACT

Price shall be valid unless so ordered. Changes involving an increase in the Project will be ordered by the Owner in the form of written Additional Work Orders in which the consideration will be set forth. All such work shall be executed under the provisions and conditions of the original CONTRACT and of the Bond accompanying it.

- C. The value of any such additional work shall be determined in one or more of the following ways:
 - 1. By estimate and acceptance in separated lump sum
 - 2. By unit Prices stated in the CONTRACT or subsequently agreed upon
 - 3. On the basis of cost plus a percentage fee stated in the CONTRACT or subsequently agreed upon
 - 4. On the basis of cost plus fixed fee stated in the CONTRACT or subsequently agreed upon

48. Claims for Extra Cost

- A. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost under this CONTRACT, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the Project. No such claim shall be valid unless so made.

49. Payment

Amounts Payable by Contractor to Owner. From any sum due to Contractor, Owner without waiver or limitation of any of its rights under the CONTRACT or at law shall be entitled to deduct any or all amounts owed by Contractor to Owner pursuant to any provision of the CONTRACT.

- A. Progress payments will be allowed monthly as described in Information for Bidders, Page II-5. Applications for monthly progress and final payments will be in a format consistent with the sample invoice shown in **Exhibit M**. Every monthly request for a progress payment shall be accompanied by a data summary of the progress and percentage complete by Stationing Numbers.

Once the Contractor has made application for payment as above, the Owner shall, not later than the date when the payment falls due, issue a Certificate for Payment to the Contractor for such amount as he decides to be properly due, or state in writing his reasons for withholding a certificate. Acceptance of completion on this project is based solely on the CONTRACTOR achieving and maintaining the levee elevation denoted on the drawings.

- B. Payment Withheld. Owner may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of
- *Defective work not remedied or the breach of any of the CONTRACT Documents.
 - *Claims filed against Owner or the location or reasonable evidence indicating probable filing of such claims,
 - *Failure of the Contractor to make payments to Subcontractors or to make payments for material or labor,
 - *Reasonable doubt that the Project can be completed for the unpaid balance of the CONTRACT Date,
 - *Reasonable indication that the Project will not be completed prior to the Completion Date.
- C. When the reason for the withholding are removed or the Contractor provides a surety bond satisfactory to Owner which will protect Owner in the amount withheld, payment may be made for the amount withheld because of them.
- D. No Certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the Project by the Owner, shall be an acceptance of any work or materials not in accordance with this CONTRACT. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from the unsettled liens, from faulty work appearing after final payment or from failure to comply with Drawings and Specifications and the terms of any special guarantees specified in the CONTRACT and of all claims by the Contractor, except those previously made and still unsettled.
- E. Final payment by the Owner shall constitute a waiver of all claims by the Owner except those arising from:
1. Unsettled liens
 2. Faulty or defective work discovered after completion

- 3. Failure of the work to comply with the CONTRACT Documents
- 4. Special guarantee terms required by CONTRACT Documents
- E. The acceptance of payment shall constitute a waiver of all claims by the Contractor against the Owner, the Engineer, their associates, or designated agents except those previously made in writing and still unsettled.
- F. Contractor shall submit an "All Bids Paid Affidavit" upon completion of the Project and prior to final payment.
- G. The final payment, including retainage withholdings, will be made only upon receipt of proof of no recorded liens or privileges against the Project and receipt of notarized release of all claims by Contractor as above described.

50. Testing and Acceptance

- A. Acceptance of all work shall be based on the satisfactory results of a testing program outlined to insure compliance with the specifications. The Engineer shall determine the type tests and the frequency of the tests. The results of all tests will be made available to the Contractor, but interpretation of results and acceptance shall be the responsibility of Engineer.

51. Contractor's Warranty

- A. The Contractor shall warrant all materials, equipment, and related items furnished and all work performed for a period of one year from the date of written acceptance of the Project.
- B. During the period of warranty the Contractor shall promptly correct any defects in equipment, materials, or workmanship without cost to the Owner. The Owner shall give notice to the Contractor of any observed defects with reasonable promptness. If written notice is given before the end of the one-year warranty period, the warranty will be honored notwithstanding what period of time is required to correct the defect.
- C. The warranty hereby given by Contractor as to materials, equipment and related items furnished and all work performed shall be in addition to and warranties given by manufacturers, fabricators, supplies or dealers as to any material, equipment or related items.

52. Certificates of Inspection and Warranties

- A. Upon completion and before acceptance of the Project, the Contractor will furnish the Owner with a Certificate of Inspection issued by the proper authority to the effect that the installation is in full conformity with all governing Local and State requirements and deliver to the Owner all equipment warranties.

53. Occupational Safety & Health Act of 1970

- A. Contractor shall observe and comply with: all safety and health standards promulgated by the Secretary of Labor under Section 107 of the CONTRACT Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by the Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970; as currently amended and any and all other applicable state and local occupational safety laws and regulations. Such safety and health standards shall apply to all subcontractors and their employees as well as to the Contractor and its employees. Contractor shall be responsible for initiating; maintaining; supervising; and inspections safety programs, safety systems, and safety precautions in connection with the Project.

54. Drawings and Scope of Work on the Project Site

- A. The Contractor shall keep one copy of all drawings and Scope of Work on the Project site, in good order, available to the Owner and to his representative.
- B. All drawings, Scope of Work and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed CONTRACT set, are to be returned to him on request, at the completion of the Project.
- C. The Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the Project.
- D. The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor, four (4) copies, checked and approved by him, of all shop or installation drawings and schedules required for the work of the various trades. The Engineer shall check and review, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the Project and compliance with the information given in the CONTRACT Documents. The Contractor shall make any corrections required by the Engineer, file with him two (2) corrected copies and furnish such other copies as may be needed. The Engineer's review of such drawings or schedules shall

not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has, in writing, called the Engineer's attention to such deviations at the time of submission, and secured his written comments, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

56. **INDEMNITY**

(a) DEFINITIONS:

(1) "INDEMNIFIED PARTY" OR "INDEMNIFIED PARTIES" MEANS THE SABINE NECHES NAVIGATION DISTRICT, ITS PARTNERS, AFFILIATES, AND THE RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF THE FOREGOING.

(2) "DAMAGES" MEANS ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LIABILITIES, FINES, PENALTIES, ASSESSMENTS, ENVIRONMENTAL RESPONSIBILITY COSTS OR INJUNCTIVE OBLIGATIONS, JUDGMENTS, LOSSES AND EXPENSES (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS OR ATTORNEY'S FEES INCURRED FOR ANY INDEMNIFIED PARTY'S PRIMARY DEFENSE OR FOR ENFORCEMENT OF ITS INDEMNIFICATION RIGHTS).

(b) CONTRACTOR, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS INDEMNIFIED PARTIES FROM AND AGAINST ANY DAMAGES WHICH MAY BE INCURRED BY OR ASSESSED AGAINST ANY INDEMNIFIED PARTY ON ACCOUNT OF:

(1) ANY PERSONAL INJURY, DISEASE OR DEATH OF ANY PERSON(S), DAMAGE TO OR LOSS OF ANY PROPERTY CAUSED BY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THE PROJECT, INCLUDING WITHOUT LIMITATION DAMAGES CAUSED BY OR ATTRIBUTABLE TO (I) THE SOLE NEGLIGENCE OF CONTRACTOR, ITS SUBCONTRACTORS, INVITEES OR SUPPLIERS (INCLUDING WITHOUT LIMITATION THE RESPECTIVE EMPLOYEES OR AGENTS OF THE FOREGOING); (II) THE CONCURRENT, CONTRIBUTORY OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY, CONTRACTOR, ITS SUBCONTRACTORS, INVITEES OR SUPPLIERS, OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE RESPECTIVE EMPLOYEES OR AGENTS OF THE FOREGOING); OR (III) WHERE LIABILITY WITH OR WITHOUT

FAULT IS STRICTLY IMPOSED BY OPERATION OF LAW; OR

(2) ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT OF CONTRACTOR CONTAINED HEREIN, INCLUDING WITHOUT LIMITATION, DAMAGES INCURRED BY ANY INDEMNIFIED PARTY DUE TO CONTRACTOR'S FAILURE TO FULLY COMPLY WITH THE INSURANCE REQUIREMENTS SET FORTH IN SECTION 10.2 AND EXHIBIT J.

(c) THOSE MATTERS WHICH ARE DETERMINED BY A FINAL NONAPPEALABLE JUDGMENT TO BE A RESULT OF THE SOLE NEGLIGENCE OR FAULT OF AN INDEMNIFIED PARTY AND NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR FAULT OF CONTRACTOR, ITS SUBCONTRACTORS, SUPPLIERS, INVITEES, OR THIRD PARTIES, SHALL BE EXCLUDED FROM CONTRACTOR'S DUTY TO INDEMNIFY THE INDEMNIFIED PARTIES. HOWEVER, IT IS THE INTENTION OF THE PARTIES THAT THE INDEMNITY OBLIGATIONS OF CONTRACTOR ARE WITHOUT REGARD TO WHETHER THE NEGLIGENCE, GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF AN INDEMNIFIED PARTY IS A CONCURRENT OR CONTRIBUTORY FACTOR, AND SUCH OBLIGATIONS ARE INTENDED TO PROTECT THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY. COMPANY EXPRESSLY RESERVES THE RIGHT TO PARTICIPATE IN ITS DEFENSE WITH COUNSEL OF ITS OWN CHOOSING. CONTRACTOR'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION, TERMINATION OR NONRENEWAL OF THIS AGREEMENT.

(d) CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST DAMAGES ARISING OUT OF, RESULTING FROM OR OTHERWISE CONNECTED WITH ANY FAILURE BY CONTRACTOR TO COMPLY WITH OR VIOLATION BY CONTRACTOR OF ANY FEDERAL, STATE, COUNTY OR MUNICIPAL LAWS, RULES, REGULATIONS, ORDERS OR ORDINANCES, INCLUDING WITHOUT LIMITATION, ALL FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH AND SAFETY LAWS, RULES AND REGULATIONS, WHICH MAY OTHERWISE BE APPLICABLE TO OR IMPOSED IN CONNECTION WITH THE PERFORMANCE OF THE PROJECT, WITHOUT REGARD TO WHETHER CONTRACTOR MAY BE NEGLIGENT IN THE PERFORMANCE OF THE PROJECT, WITHOUT REGARD TO WHETHER CONTRACTOR'S ACTIONS MAY HAVE RESULTED IN STRICT LIABILITY IMPOSED BY OPERATION

OF LAW. CONTRACTOR SHALL FURTHER PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY DAMAGES ARISING OUT OF OR RESULTING FROM CONTRACTOR'S FAILURE TO COMPLY WITH APPLICABLE HEALTH AND SAFETY PROCEDURES OF COMPANY.

(e) CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ALL LIENS, CLAIMS AND DEMANDS (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS OR ATTORNEY'S FEES INCURRED FOR ANY INDEMNIFIED PARTY'S PRIMARY DEFENSE OR FOR ENFORCEMENT OF ITS INDEMNIFICATION RIGHTS) WHICH ARISE IN CONNECTION WITH THE WORK OR MATERIALS SUPPLIED BY CONTRACTOR AND, UPON REQUEST BY OWNER, CONTRACTOR SHALL FURNISH OWNER WITH ANY AFFIDAVITS, RECEIPTS, WAIVERS, RELEASES, STATEMENTS OR OTHER EVIDENCE THAT COMPANY MAY REQUIRE TO SATISFY ITSELF THAT ALL SUCH CLAIMS, LIENS OR DEMANDS HAVE BEEN PAID AND DISCHARGED.

(f) CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST CLAIMED OR ACTUAL INFRINGEMENT OR CONTRIBUTORY INFRINGEMENT OF ANY PATENT, OR INFRINGEMENT OF ANY COPYRIGHT OR TRADEMARK, OR PUBLIC DISCLOSURE OF ANY TRADE SECRET OR PROPRIETARY INFORMATION OWNED BY OR OTHERWISE LICENSED TO OWNER (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS OR ATTORNEY'S FEES INCURRED FOR ANY INDEMNIFIED PARTY'S PRIMARY DEFENSE OR FOR ENFORCEMENT OF ITS INDEMNIFICATION RIGHTS), ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OR THE USE OF THE MATERIALS OR EQUIPMENT FURNISHED BY CONTRACTOR FOR OR IN CONNECTION WITH THE PROJECT.

(g) CONTRACTOR'S INDEMNITY OBLIGATIONS SHALL NOT LIMIT AND SHALL NOT BE LIMITED BY THE INSURANCE COVERAGES (INCLUDING WITHOUT LIMITATION COMPANY'S ADDITIONAL INSURED STATUS) SET FORTH IN THE FOLLOWING SECTION.

Other Indemnity Provisions Not Affected. The above provisions of this clause are fully without prejudice to any other liability or hold harmless provisions contained elsewhere in the CONTRACT and nothing in said other provisions shall be taken to limit Contractor's liability and obligations under this Article 13.

57. **TERMINATION**

57.1 Contractor's Default. If Contractor:

- a) becomes bankrupt or has a petition in bankruptcy presented against him, is granted a moratorium, or makes an arrangement with or an assignment in favor of his creditors, or
- b) has an execution levied on his goods, equipment or inventory, or
- c) assigns or delegates all or any part of the CONTRACT without the prior written consent of Owner, or
- d) has to the detriment of good workmanship or in defiance of Owner's instructions to the contrary entered into a Subcontract for any part of the CONTRACT, or
- e) repudiates or abandons definitely the CONTRACT, or
- f) fails to commence the Project within five (5) days after receipt of Notice to Proceed or has ceased to diligently execute the Project for ten (10) days after receiving from Owner written notice pursuant to Article 7 hereof, or
- g) fails to remove materials from the Site or to pull down and replace work for 10 days after receiving from Sabine Neches Navigation District written notice that the said materials or work have been condemned and/or rejected by Sabine Neches Navigation District, or
- h) does not continue with the work on the Project on account of loss of time, mechanical breakdown of the Construction Equipment for a period exceeding 14 (fourteen) consecutive calendar days or for any cumulative periods of mechanical breakdown exceeding 18 (eighteen) calendar days of 24 (twenty-four) hours each calculated as an aggregate of hours and decimals thereof, or
- i) fails to meet Completion Date or any other date or deadline mentioned in the CONTRACT, or
- j) does not comply in any other way with the terms and conditions of the CONTRACT, and Contractor has not within 10 (ten) days following Sabine Neches Navigation District's notice, remedied such non-compliance or corrected the deficiencies, or
- k) the Construction Equipment required in the performance of the work on the Project becomes a total loss (which term will include a constructive, arranged and/or compromised total loss) which cannot reasonably be repaired or replaced prior to the time that Contractor is still in a position to complete the Project prior to the Completion Date, or
- l) fails after explicit warning by Sabine Neches Navigation District to comply with accepted and/or prescribed safety standards, practices and/or requirements, or
- m) shall go into liquidation (other than a voluntary liquidation for purpose of amalgamation or reconstruction) or have a winding-up petition filed against it or a resolution for voluntary winding-up passed or a receiver or a manager of its business or undertaking duly appointed, or possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge,

then Sabine Neches Navigation District may, in any case, by giving notice in writing to Contractor, forthwith terminate the CONTRACT, fully without prejudice to Sabine Neches Navigation District's rights and remedies according to the CONTRACT and/ or applicable law, such as its right to claim compensation of any and all damage, loss, costs and consequences which Sabine Neches Navigation District may suffer. All obligations of Sabine Neches Navigation District will be terminated and no payments shall become due as and from the date that one or more of the events mentioned in this Section 57 have occurred. To the extent amounts already paid by Sabine Neches Navigation District under the terms of the CONTRACT exceed amounts on account of the foregoing sentence, such excess will immediately be due and payable by Contractor to Sabine Neches Navigation District and Contractor will pay such excess amount without delay to Sabine Neches Navigation District.

57.2 Loss of Permits. In addition to the terms of Section 57, in case no planning approval and/or building approval is granted or any granted permit, license or other governmental authorization necessary for the construction/ execution of the Project is withdrawn, revoked, cancelled or otherwise made invalid by the competent authorities for whatever reason and as a consequence thereof the construction/execution of the Project must be suspended, then Sabine Neches Navigation District is entitled to terminate the CONTRACT. If the foregoing withdrawal, revoking, cancellation or invalidity is due to act and/or omissions of Contractor or any of its Subcontractors, then Contractor shall be liable to Sabine Neches Navigation District for any and all damage, loss, costs and expenses Sabine Neches Navigation District may have suffered and/or suffer. If the foregoing withdrawal, revoking, cancellation or invalidity is due to act and/or omissions of Sabine Neches Navigation District then Sabine Neches Navigation District shall be liable to Contractor for any and all damage, loss, costs and expenses Contractor may have suffered and/or suffer

57.3 Procedure Following Termination. If the CONTRACT is so terminated in accordance with Section 57.1 or 57.2, Contractor shall immediately or upon such other date as is specified in the notice, discontinue its performance of the Project or the relevant part thereof and Sabine Neches Navigation District or its nominee shall be entitled to complete the Project or the relevant part thereof and with respect thereto Contractor shall assign to Sabine Neches Navigation District or its nominee all rights and titles relating to the Project and take all such further steps as are necessary to enable Sabine Neches Navigation District or its nominee to take over Contractor's position in the performance of the Project with the least possible disruptions, all in accordance with Sabine Neches Navigation District's instruction.

Such further steps shall include, by way of illustration and not of limitation, the following:

- enabling Sabine Neches Navigation District or its nominee to take over the Project so far completed, or the relevant part thereof, and more specifically all or the relevant part of the Sabine Neches Navigation District Materials in

Contractor's care, custody or control,

- the delivery to Sabine Neches Navigation District or its nominee of all construction plans, schedules, Drawings, Specifications and all other data prepared by Contractor or any Subcontractor in connection with the Project or the relevant part thereof and all documents, drawings and other data supplied to Contractor by or on behalf of Sabine Neches Navigation District in connection with the Project,
- give Sabine Neches Navigation District or its nominee all such cooperation as may be required by Sabine Neches Navigation District including but not limited to materials, Temporary Work, tools and other goods of Contractor or Subcontractors or available to them. Costs directly related to such cooperation all to the extent not already included in other amounts due to Contractor shall be reimbursed to Contractor at reasonable cost price.

57.4 Transfer of Title Materials. Without prejudice to Owner's ownership of portions of the Project Work, or of those materials which have been delivered to Contractor and which are at the Project Site, Sabine Neches Navigation District shall take possession in the place and conditions in which they are found and of those materials which are in transit to the Project Site or are being manufactured. Contractor shall execute any and all documents necessary to effect delivery or disposal of such materials to Sabine Neches Navigation District or at its order and Contractor shall cooperate with Sabine Neches Navigation District in arranging for that delivery or disposal.

Contractor shall further, at Sabine Neches Navigation District's request, execute and deliver to Sabine Neches Navigation District or its nominee all documents required by Sabine Neches Navigation District or its nominee and take all steps necessary to fully vest in Sabine Neches Navigation District or its nominee the rights and benefits of Contractor under existing agreements with others, including any subcontractors.

57.5 Discharge from Claims in Event of Termination. Except as provided above, in the event of termination pursuant to this Article 57, Sabine Neches Navigation District shall be released and discharged from any claim by Contractor in connection with termination of the CONTRACT or Project and Sabine Neches Navigation District shall not be held liable for damages or loss of (anticipated) profits or otherwise on account of such termination.

57.6 Termination for Sabine Neches Navigation District's Convenience. Sabine Neches Navigation District shall have the right at any time, even though Contractor is not in default, at Sabine Neches Navigation District's absolute discretion and without assigning any reason to terminate the CONTRACT in whole or in part by written notice, without any judicial intervention being necessary.

Such termination shall be effective in the manner specified in said notice.

Upon receipt of such notice Contractor shall:

- discontinue the performance of the work on the Project or specified portion thereof and thereafter Contractor shall only perform such Project Work as may be specified in the notice. In addition, Contractor shall, subject to Sabine Neches Navigation District's prior consent, do any work necessary to preserve and protect Project already in progress and to protect supplies, materials, plant, Contractor's Equipment, and other property related to the Project at the Site,
- place no further orders or enter into any new Subcontracts other than as may be required or necessary to fulfill Sabine Neches Navigation District's request in the above mentioned notice,
- promptly use its best efforts to obtain cancellation, upon terms satisfactory to Sabine Neches Navigation District, of all orders and Subcontracts related to the performance of Project Work being terminated, or assign to Sabine Neches Navigation District such orders and Subcontracts Sabine Neches Navigation District chooses to maintain,
- assist Sabine Neches Navigation District, as specifically requested in writing, in the maintenance, protection or disposal of property acquired on the Contractor's or Sabine Neches Navigation District's behalf under the CONTRACT,
- as a condition precedent to obtaining payment pursuant to Section 57 hereof, deliver and transfer to Sabine Neches Navigation District the Project Work including all such materials, equipment, supplies and other things as specified in the notice, together with all plans, Drawings, Specifications and other documents.

57.7 Payment to Contractor. In the event of termination pursuant to Section 57 (and assuming that in the case of Section 57.2 that the last sentence thereof is not applicable) and subject to Sabine Neches Navigation District's audit, Sabine Neches Navigation District shall pay Contractor in full and final settlement of all amounts due under the CONTRACT for the Project Work already performed up to termination plus a reasonable compensation to be agreed upon for costs, charges and expenses directly attributable to an orderly close-out of the Project work incurred by Contractor within 30 days following the date of termination.

57.8 Final Settlement of Accounts. If in case of termination of the CONTRACT as per the above Sections or otherwise Sabine Neches Navigation District has paid to Contractor any amounts in excess of amounts due under the CONTRACT, Contractor shall forthwith reimburse such excess amounts to Sabine Neches Navigation District.

58. FORCE MAJEURE

58.1 Definition of Force Majeure. “Force Majeure” as employed herein shall mean acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, famine, jihads, terrorist attack, plague, meteorites, earthquakes, volcanic eruption, civil disturbances, unusually severe weather conditions that could not reasonably have been anticipated or foreseen, floods, perils of the sea and any other cause similar to the kind herein enumerated not within the control of the party affected and which such party by exercise of due diligence is not able to overcome.

Force Majeure shall not in any event include strikes or other concerted acts of workmen occurring only among the employees of Contractor, its suppliers of goods or services or Subcontractors, lockouts, non-performance by Contractor’s suppliers of goods or services or Subcontractors for whatever cause including disturbances in their performance, later delivery caused by congestion at Contractor’s, its supplier’s and/or Subcontractor’s workshops or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

58.2 Notice. If a party is temporarily prevented, wholly or in part by Force Majeure, from complying with its obligations under the CONTRACT and if written notice and full particulars of such Force Majeure is given to the other party within 5 (five) working days after the occurrence of the cause, then such obligation of the party affected shall be suspended as long as this prevention shall continue by reason of such Force Majeure, but the party affected shall use its best efforts to remedy such failure of fulfillment with all reasonable dispatch and it shall continue to keep the other party fully advised of the progress being made in such efforts.

58.3 Procedures. Any delay or failure to perform by a party as aforesaid by reason of Force Majeure shall not give rise to any claim for damages by the other party if and to the extent that such delay or failure is caused by Force Majeure and provided the notice as mentioned above is given as required therein, but Sabine Neches Navigation District and Contractor shall consult together with a view to agree on extension of the Completion Date and on suitable operational arrangements, if any, to be made during any Force Majeure occurrence.

If the delay or failure caused by Force Majeure lasts more than thirty (30) days, the Contractor and Sabine Neches Navigation District shall at the request of either convene and discuss the then existing situation and if the non-affected party based on appraisal of available facts then concludes that the extent of the delay or failure will in total exceed 60 (sixty) days, then the non-affected party shall have the right to terminate the CONTRACT by written notice to the other party, in which case the relevant provisions of Sections 57.3 and 57.4 shall apply.

In the event of any dispute, the party claiming to be affected by Force Majeure shall bear the burden of proof that it is so affected.

59. APPLICABLE LAW AND VENUE

59.1 Law. The CONTRACT shall be exclusively governed by and interpreted in accordance with the laws of the State of Texas. Venue for any action caused by or under this CONTRACT will be in Jefferson County, Texas.

60. WAIVER

60.1 None of the conditions of the CONTRACT shall be considered waived by Sabine Neches Navigation District or Contractor unless such waiver is given in writing to the other party. Such waiver shall apply only to the specific terms, items and times named in the waiver and shall not be broadly interpreted to imply waiver of any obligation not specifically and fully described in the waiver. No such waiver shall be waiver of any part of future default, breach or modification of any of the conditions of the CONTRACT unless expressly stipulated in such waiver.

60.2 No approval of any type including inspection approvals or releases shall constitute a waiver unless specifically stipulated therein.

AS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, THE SABINE NECHES NAVIGATION DISTRICT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF OWNER'S GOVERNMENTAL IMMUNITY.

61.1 STATE AUDITOR CLAUSE

By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this CONTRACT that requires the CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

61.2 FINANCIAL RECORDS

The CONTRACTOR and its Contracted 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 a State Auditor. Accounting by the CONTRACTOR (S) and its Contracted parties shall be in a manner consistent with generally accepted accounting principles.

61.3 NO DEBT AGAINST THE STATE

This CONTRACT and Agreement 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 and are subject to the availability of funds.

V. SPECIAL CONDITIONS

1. TAXES

The OWNER is exempt from State Sales and Use Taxes on materials and equipment incorporated in the Project. Therefore, to enable the CONTRACTOR to obtain a sales tax exemption, the bid must be split into labor and material components as specified on the Bid Form, **Exhibit B** and on the Separation of Materials form, **Exhibit N**. The OWNER will provide the CONTRACTOR with the necessary documentation enabling him to obtain a sales tax exemption on materials and equipment incorporated into the Project.

2. NIGHTS, WEEKENDS, AND HOLIDAY WORK

In order to meet the construction schedule, the CONTRACTOR may work on nights, weekends, and holidays. The CONTRACTOR must notify the OWNER in advance of the work schedule to allow the OWNER to have an inspector available, as the OWNER may deem necessary, during any and every part of the construction work.

3. CONTRACT COORDINATION

The OWNER may have other work ongoing at the same time as this Project. The CONTRACTOR shall coordinate his construction activities so as not to impede unnecessarily any work being performed by other CONTRACTORS or by those conducting OWNER's operations.

4. SOIL CONDITIONS

The CONTRACTOR must be aware of subsurface conditions that will be encountered while executing this Project. It will be the Contractor's responsibility to be aware of the existing site conditions, therefore, the Contractor may obtain soil borings to verify the information that may or may not be provided herein.

5. CONSTRUCTION SCHEDULE

Contractor is advised that it is the intention of the Owner to complete the Project by May 31st, 2024.

Contractor must furnish Owner with a Project schedule reflecting the bid items included in the Bid Form. A construction bar chart schedule depicting the Project duration must be submitted with each bid. The subject schedule must address that time frame between Notice to Proceed and Project completion.

Minimum specific tasks for the project are as follows:

- Mobilization/Demobilization
- Levee Work

The successful CONTRACTOR shall, five (5) days prior to date of commencement of the Project, prepare and submit to the ENGINEER/OWNER for approval, a more detailed schedule showing the order in which he proposes to carry on the Project, the dates on which he will start

the Project, and the contemplated dates of completion of the same. In addition, weekly scheduling with the ENGINEER, and the OWNER will be required to minimize hardships.

Liquidated damages apply to this Project completion schedule and are described in Paragraph 9 of the Special Conditions.

6. OWNER FURNISHED MATERIAL AND SERVICES

The Owner shall furnish no materials or services for this Project. All materials, utilities and equipment necessary for the completion of the Project shall be the responsibility of the Contractor.

7. CONTRACTOR FURNISHED MATERIAL AND SERVICES

All material, equipment, and labor required to complete the Project as specified is to be supplied by the CONTRACTOR.

8. PREVAILING WAGE RATES

The OWNER, as a Public Body, requires that all CONTRACTORS and SUBCONTRACTORS, by law, pay the Prevailing Wage Rates as specified in **Exhibit H** of these contract documents. The CONTRACTOR is to comply with the laws governing the Prevailing Wage Rates as detailed in Chapter 2258, subtitled "Prevailing Wage Rates", of Title 10 in the Texas Government Code.

As described in the Texas Government Code, the CONTRACTOR shall pay a \$60.00 per day per worker penalty for non-compliance with the Prevailing Wage Rates Laws. In addition, the CONTRACTOR may face Criminal Offense Charges for non-compliance with the Prevailing Wage Rates Laws. Enforcement of the Prevailing Wage Rates Laws shall be in accordance with the provisions set forth in Chapter 2258, Subchapter C, of Title 10 in the Texas Government Code.

9. LIQUIDATED DAMAGES

Should the CONTRACTOR fail to execute the Project within the period of time stipulated by the Contract Agreement, the CONTRACTOR shall pay to the Owner the daily charge. This charge will be as follows:

Failure to complete the work of the Contract Agreement prior to the Project completion date of March 31st, 2024 will result in a \$500/day charge. Liquidated damages will be deducted from the retainage due the Contractor at the end of the Project. Rain days will be allowed. The Contractor shall submit request for rain days each month with the monthly invoices for approval.

10. DISPOSAL OF EXCESS MATERIAL

CONTRACTOR shall be responsible for removal and disposal of all excess soil, organic material and construction debris. Excess soil and organic material shall be disposed of onsite as directed by SNND. Construction material shall be disposed of offsite. Material shall be

disposed of in accordance with all local, state and federal laws and regulations. All handling and disposal fees shall be included in the CONTRACTOR'S bid price.

11. OWNERS ACCESS TO THE SITE

The OWNER's employees and representatives shall have access to the Project work site at all times.

12. SURVEYING AND LAYOUT

Surveying and layout work for this Project shall be the responsibility of the Contractor. All dimensions shown on the Contract Drawings, including distances, coordinates, elevations, and angles, shall be field verified by the Contractor prior to commencing with the applicable work.

13. CONDITIONS ON SITE

Contractors are to familiarize themselves with the location and conditions under which the work will be performed or any conditions that will affect the Project. No additional allowance will be granted due to lack of such knowledge. The Project may be located in the vicinity of existing gas, telephone, sewer, water, and /or electrical lines. The Contractor shall identify existing utilities prior to beginning work and shall handle his work in a manner so as not to damage the existing utilities. He shall repair or pay for any repairs for damage done to existing utilities.

14. EXCAVATIONS

The Contractor is solely responsible for designing and constructing stable, temporary excavations and shall shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The Contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the Contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

The Owner and the Owner's Engineers do not assume responsibility for construction site safety or the Contractor's or other parties' compliance with local, state, and federal safety or other regulations.

16. ACCESS TO THE SITE

Access to the site is limited. Lay down area at the site is limited. If additional lay down area is needed it must be requested and then approved by the Navigation District.

Contractor shall ensure that all work is performed in accordance with all state and federal environmental rules and regulations.

17. STORM CONDITIONS

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

The contractor is responsible for removing all floating equipment from the Project site in the event of an approaching tropical storm. The contractor is also responsible for removing and/or safely securing all Project materials in the event of an approaching tropical storm.

EXHIBIT A

SCOPE OF WORK

The work covered in this specification includes the furnishing of all materials, equipment, labor, supervision, and performing all operations necessary for the completion of the work described herein for the project entitled:

- **Placement Area No. 13 (PA 13) Levee Project**

Work shall be completed as shown on the Project Drawings and as described in the Contract Documents. The contractor shall provide and furnish all tools, equipment, shoring, materials, supervision, labor, rentals, subcontractors, permitting, profit, overhead and any other related costs to provide and install the levees as detailed in these specifications and the accompanying drawings. The work includes all that is necessary to provide the Owner with a complete project.

No geotechnical investigation was performed at the project site.

A. **GENERAL**

1. Contractor shall perform all work in accordance with the Technical Specifications of the Contract Documents and Project Drawings.
2. Mobilization for this project can begin immediately upon issuance of the Notice to Proceed by Owner. Contractor shall be responsible for the mobilization and demobilization of all material, equipment, and manpower to the site.
3. Contractor shall determine the most efficient construction sequence and review this plan with the Owner and/or Engineer.
4. Contractor shall be responsible for verifying all dimensions and elevations in the Contract Documents and Project Drawings.
5. Contractor shall provide a detailed bar chart construction schedule with their bid.
6. Contractor shall perform all work in accordance with the following standards and specifications (latest edition, unless specified). The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

B. PROJECT SCOPE OF WORK

Work included in the bid, generally indicated below, must be completed by May 31st, 2024 and shall be indicated accordingly on the schedule submitted with the Contractor's Bid.

1. Mobilization, Demobilization and Site Preparation

Contractor shall be responsible for project mobilization, demobilization, the clearing of the project site (PA 13) and disposal of excess material that would be required for the construction of the new perimeter levee and training levee.

All material, debris, and rubbish resulting from the site preparation with the exception of vegetation and/or other organic material is to be properly disposed of off the site, and the methods used for handling and disposal of such material shall be consistent with all applicable local, state and federal laws.

PROTECTION OF EXISTING SERVICE LINES AND UTILITY STRUCTURES - Contractor is responsible for locating and identifying any existing service and utility lines in the vicinity of the PA 13 work area. Contractor shall do so by making a "1-800-call first" inquiry prior to beginning work. All utility and service lines located in the vicinity are to be protected from damage during excavation and backfilling, and if damaged, shall be repaired by and at the expense of the Contractor. In the event that the Contractor damages existing utility or service lines, the Contractor shall report this damage immediately to the Owner.

HAUL ROADS - Contractor must determine whether haul roads will be necessary within the PA 13 site. Contractor must locate and construct haul roads as necessary subject to obtaining prior approval by the Owner. Prior to the commencement of construction, Contractor shall submit for approval a site plan detailing the proposed location of all haul roads within the project limits. Mark the limits of the borrow haul road in the field using construction fencing or similar methods approved by the Owner. Areas outside the limits of the borrow haul road corridor must not be disturbed. Construct and maintain the haul roads to accommodate the intended traffic; to be free draining; and to remain in good condition throughout the contract period. Remove the haul roads after work is completed and the impacted area has been restored to its preconstruction conditions. All costs associated with any haul roads are the obligation of the Contractor, and those costs must be included in Contractor's Bid. If any existing roads are used within PA 13 as haul roads, they must be well kept and maintained throughout the course of the project. Any damage to the existing roads must be repaired at no cost to the owners (including Sabine Neches Navigation District). Upon completion, the contractor must ensure the road matches the existing conditions prior to contractor mobilization. Any repairs or materials required for repair (including rock and/or fill) shall be placed at no cost to the owners.

2. **Materials**

- a. **Levee Embankment** - The levee embankment construction shall be constructed using specified satisfactory materials removed from the borrow area(s) within Placement Area 13. No digging will be allowed within 60ft of the toe of the new perimeter levee of 50ft of the toe of the new training levee. Materials containing roots, brush, sod, other perishable materials, and debris shall not be used. Satisfactory materials for construction of the levees shall consist of cohesive materials, including clay and sandy or silty clays in ASTM D 2587-93 as CH, CL, or cohesionless materials classified as SM, SP, SW, and SC.

3. **Equipment**

- a. **Crawler-type Tractors**- used for spreading and compacting shall weigh not less than 30,000 pounds, shall exert a unit tread pressure of not less than 7 pounds per square inch, and shall be operated at a speed not to exceed 5 miles per hour.
- b. **Marsh Equipment**- Equipment to be used to perform borrow excavation and levee construction shall be capable of operating in marsh conditions.
- c. **Miscellaneous Equipment**- Scarifiers, disks, spring-teeth or spike-teeth harrows, spreaders, and other equipment shall be of approved types, suitable for construction of embankments. Trucks and other types of earth hauling equipment, if used, shall be of approved types suitable for construction in **marsh type conditions**.

4. **Drainage**

- a. No separate payment will be made for drainage.
- b. The foundation areas and partially completed fill shall be kept continuously drained. Prior to placement of fill, the areas shall be completely drained of any standing water and allowed to dry so that the surface will allow the operation of equipment thereon. Once drainage of the Placement Area and sufficient drying of the foundation surfaces have been accomplished, additional excavation and levee construction can proceed.
- c. No additional payments will be made for any additional drainage work/ditches after a rain event of any magnitude. The area should be prepared/ constructed in order for the area to drain naturally without any additional work required from a rain event.
- d. No additional payments will be made for any stockpiled material lost during a rain event.
- e. All existing dewatering ditches throughout the placement area are to remain open and free draining

5. **Foundation Preparation**

- a. Embankment Foundation – Preparation of the embankment foundation shall consist of furnishing labor and equipment necessary to perform the clearing and removal of debris and to perform the operations in connection with stripping and excavation incidental to the reinforcement of the levee foundation and construction of the levees.
- b. Clearing and Removal of Debris - Debris consisting of piling, timbers, logs, pipes, concrete rubble, stumps, driftwood, brush, grout bags, rebar, and other objectionable materials shall be cleared from the foundation and excavation areas. The contractor is required to visit the work areas to ascertain the amount of clearing work that will be required. Clearing and removal of debris shall be completed at least 500 feet in advance of mat placement and shall extend a minimum of 100 feet beyond the toe of the levee. Organic materials and vegetation cleared and removed shall be disposed of inside the placement area, outside the limits of required foundation and excavation areas as approved. All inorganic material is to be properly disposed of off the site, and the methods used for handling and disposal of such material shall be consistent with all applicable local, state and federal laws.
- c. Stripping - The cost associated with all stripping activity will be included in the contract lump sum price.
 - (1) Borrow Areas shall be stripped to remove grass, weeds, trees and vegetation. Stripping will not be required in areas void of vegetation. Stripping shall be limited to those areas for which excavation is required to obtain sufficient borrow material for construction, and excessive, unapproved stripping shall not be included for payment, as specified.
 - (2) Levee foundation areas shall be stripped to remove humus, grass, weeds, trees and vegetation before fill is placed thereon. Stripping shall extend a minimum of 100 feet beyond the toe(s) of levee/berm in areas where a “side-cast” method of construction is used and a minimum of 50 feet beyond the toe(s) of the levee in areas where a “haul” method of construction is used. Stripping shall not be required in areas void of vegetation.
 - (3) Stripped organic materials shall be disposed inside the placement area, outside the limits of required foundation and excavation areas as approved.
- d. Excavation of Borrow Area - The cost of necessary excavation from the interior borrow areas to obtain material for construction of the perimeter and training levees will be included in the contract lump sum price.
 - (1) Borrow material shall be obtained from the borrow areas within Placement Area 13 as shown on the Project Drawings. If additional borrow material is needed, the borrow area is to be determined by Contractor. Contractor shall review selection of borrow areas with Owner and/or Engineer prior to excavating. Material shall be

excavated using draglines, track hoes, dozers or other suitable equipment and carried, pushed, relayed or otherwise transported to the levee site.

- (2) Borrow excavation shall consist of excavation sufficient to obtain the required fill material for construction of the levees. The borrow areas shall be kept as dry as practicable. **Contractor may not use borrow material from a flooded borrow pit.** During excavation of borrow material, the area being excavated shall be kept graded to drain away from the material. If necessary, the borrow excavation shall be protected by a perimeter levee to prevent water from entering the excavation. Water that has accumulated in an area to be excavated shall be drained to a sump and pumped so that the borrow materials can be excavated in the dry.
- (3) Borrow excavation within 60 feet of the interior toe of the proposed levee as shown on project drawings will not be allowed.
- (4) Borrow excavation shall proceed in a continuous fashion parallel with the levee alignment without any unexcavated plugs. The borrow areas shall have minimum side slopes of 1V: 3H.
- (5) When possible, borrow areas should be excavated in such a way that allows the drainage to flow toward the drop-outlet box or dewatering ditches.
- (6) The Contractor shall maintain a maximum excavation depth of five (5) feet from a distance of 60 feet from the toe of the new levee/ existing berm. However, once the contractor reaches 110 feet or more from the toe of the new levee/ existing berm, the Contractor may excavate as needed to obtain adequate borrow material. The contractor shall not borrow any material where a pipeline has been identified. Caution should be taken during all excavations due to potential pipe lines running throughout the placement area.
- (7) Side-ditch borrow area excavation shall be extended toward the interior of the Placement Area as required to obtain sufficient cast fill and limited to a depth of 5 feet below the interior elevations. If the existing borrow areas/ditches are 5 feet deeper than the interior elevations, then the side-ditch borrow area excavation shall be extended toward the interior of the Placement Area as required
- (8) No separate payment will be made for levee degrading or for stockpiling or placement of the excavated materials.

e. Contractor Quality Control

- (1) Compliance Inspection - The Contractor shall inspect for compliance with the contract requirements and shall record the inspection of the operations, including but not limited to the following:

- (a) Stripping - Areas as specified and conformance with removal and disposal of vegetation.
- (b) Borrow Area Excavation - Interior elevation, side slopes, size, location, and dewatering.
- (2) Records - A copy of the records of inspections, tests, as well as any records of corrective action taken, will be furnished to the Owner and/or Engineer as requested.

6. **Levee Foundation Improvement and Embankment Construction**

- a. Construction of Improved Levee Foundation and Levee Embankments - Contractor shall be responsible for building the perimeter levee and training levee as indicated on Project Construction Drawings and described in the following sections.
- b. **The levees may be constructed using an excavate and haul or side-casting method of construction.**
- c. Contractor shall construct a new perimeter levee as shown on the project drawings. The new final Top of Levee Elevation shall be met as shown on the project drawings as a minimum elevation.
 - (1) The newly proposed perimeter levee shall be built to a minimum elevation of 21.0-ft. from stations 0+00 thru 105+56.
 - (2) The newly proposed training levee shall be built to a minimum elevation of 15-ft from station 0+00 thru 8+00.
- d. **The perimeter levee embankment shall be constructed with a minimum slope of 1V:4H on the inside side slope and 1V:3H on the outside side slope, and a 10-foot crown width as shown on the project drawings.** The training levee embankment shall be constructed with a minimum slope of 1V:3H and 10-foot crown width as shown on the project drawings. The minimum slope as specified on the project drawings and project documents shall be maintained throughout construction.
- e. The existing spillbox structure and walkway (located near Station 105+00) are to remain in place. If required, Contractor to form levee in this area in a manner that leaves the walkway and landing above grade and clear for access. Contractor shall build up area around landing pad to provide a smooth transition from the perimeter levee to the spillbox walkway.
- f. Contractor must place and spread satisfactory fill materials in layers, the first layer not more than 18 inches and the succeeding layers not more than 24 inches in thickness prior to compaction. In areas of levee embankment construction that require an elevation change of 1 foot or less, the levee shall receive a minimum of 1 foot of material. The

layers placed shall be spread, distributed, and otherwise manipulated during placement to the extent that voids in the levee will be eliminated. After a layer of material has been dumped and spread, harrow it as required to break up and blend the fill materials to obtain uniform moisture distribution. Perform harrowing with a heavy disk plow, or other approved harrow, to the full depth of the layer. When the moisture content and the condition of the layer are satisfactory, compact the new layer of fill by the controlled movement of the hauling equipment over the area of the fill. After placement of sufficient material, shaping the levee surface may be accomplished using a crawler type tractor or dragline bucket. Equipment must be routed so as to prevent excessive rutting of the fill surface.

- g. **The entire perimeter levee and training levee shall be constructed in a full pass before any construction begins on the next layer** (where the first layer is no more than 18 inches and any subsequent layers are no more than 24 inches as described above). The contractor shall work in such a way to allow as many days as possible between the construction of the first layer and the remaining layers of levee fill. For example, the contractor shall start at Station 0+00 and work to completion placing the first 18 inches of perimeter levee fill all the way around to Station 105+56 followed by the first 18 inches of training levee fill. The contractor shall then commence work on the remaining layer(s) at Station 0+00 and continue levee construction back around to Station 105+56 followed by the training levee in sequential order. The contractor shall determine what areas are to receive the most fill, and begin work in those areas first
- h. **Contractor must provide final dressing of the crown and the inside and outside embankment of the newly constructed levee such that there are no abrupt humps, depressions, or bulges. Regardless of construction methods used to achieve the required elevation, no exceptions will be granted in the above-mentioned specification. The levee system is maintained through inspections and mowing, which require equipment to be moved around the levee (crown and side slopes) on a routine basis.**
- i. **Materials** - The levee embankment construction shall be constructed using specified satisfactory materials removed from the borrow areas within Placement Area 13. No digging will be allowed within 60ft of the toe of the new perimeter levee. Materials containing roots, brush, sod, other perishable materials, and debris shall not be used. Satisfactory materials for construction of the levees shall consist of cohesive materials, including clay and sandy or silty clays in ASTM D 2587-93 as CH, CL, or cohesionless materials classified as SM, SP, SW, and SC.
- j. **Moisture Content** - The levees shall be constructed utilizing borrow materials at their natural moisture content. However, if in the opinion of the Owner or Engineer, the material becomes excessively wetted or dried; the Contractor shall take steps necessary to dry or wet the material before continuing with construction of the levees. Confined

areas shall be maintained in operational condition until completion and acceptance of the work under this contract.

- k. Repairs Prior to Completion - Areas of the levee that slump, slide or otherwise settle below the required minimum elevations or dimensions, prior to acceptance of completed levee shall be repaired to the required lines and grade prior to acceptance at no additional cost to the Owner. In areas covered by water that cannot be drained away, fill material shall be dumped or pushed into the water to construct fill. The material shall be placed at the natural moisture content until the elevation of the top of the fill is above the water surface. The In Place Yardage shall be placed so that soft foundation material will be displaced from the foundation area and will not be trapped in the fill. In Place Yardage fill placement shall continue until the top of the fill reaches the elevation shown.
- l. Levee Volume - The Contractor is responsible for estimating the volume number used to prepare his estimate for bid opening. "In Place Yardage" is defined as the unadjusted, raw quantity computed from the levee templates. The percentage for items including overbuilding, compaction, settlement, foundation displacement, construction waste, etc. is the responsibility and decision of the Contractor. On the Project Drawings, end areas have been provided at relevant station numbers for the Contractor's use in estimating the levee volumes required.
- m. Grade Tolerances and Shrinkage Allowances for Embankments - Except as otherwise specified herein, levees should be constructed to the net grades and cross-sections shown. At all points an allowance of 1 foot above the prescribed grade will be permitted in the final dressing, provided that there are no abrupt humps or depressions in the sloped surfaces or bulges in the width of the crown. In all cases where the levees are "overbuilt", the specified side slopes shall be maintained. Contractor will not be paid "extra" for overbuild.
- n. Erosion and Slides - If erosion or sliding occurs on a part of the levee during its construction or after its completion but prior to its acceptance, the Contractor shall, upon written directive, rebuild that portion of the levee at no additional cost to the Owner. Where settlement of the embankment due to weak foundation conditions develops to an extent that will make inadvisable, in the opinion of the Owner or Engineer, continuation of placement of additional materials, the Owner will have the right to omit further work on these portions of the embankment and to accept it as completed.
- o. Changes in Levee Alignment - The Owner reserves the right to make changes in the levee alignment as may be found necessary before completion of the work. If in the opinion of the Owner it becomes necessary, through no fault of the Contractor, to abandon a line or location on which work has been done, payment for materials placed shall be made as specified in the contract documents in addition to payment due the Contractor for materials previously placed.

- p. In Place Yardage Levee Construction - Payment for the cost associated with construction of In Place Yardage levees and the percentage for items including overbuilding, compaction, settlement, foundation displacement, construction waste, etc. will be included in the contract lump sum price for “Placement Area 13 Levee Rehabilitation Project” which will include the labor, material, and equipment associated with construction of the levees.
- q. Pipelines located in the Placement Area – It is unclear if existing pipeline corridors cross the placement area. The current depth of the existing pipelines, if any, is unknown. Therefore, the contractor shall locate the pipeline(s) during the initial mobilization to avoid any potential damage caused by mobilizing equipment across the area or excavation for the construction of the perimeter levee. Contractor shall not excavate within 100ft of the existing pipelines. If the pipeline is damaged by the contractor, the contractor shall report this damage to the owner immediately.
- r. Contractor Quality Control
 - (1) Compliance Inspection - The Contractor shall inspect for compliance with the contract requirements and record the inspection of operations including, but not limited to, the following:
 - (a) Materials – Unsatisfactory materials are not used in embankment construction.
 - (b) Foundation Preparation - Drainage of water and drying; scarification and recompaction of required areas.
 - (c) Levee Construction - Layer thickness; lines and grades; proper compaction.
 - (2) Records - A copy of the records of inspections, tests, and records of corrective action taken shall be submitted as requested by Owner and/or Engineer.

C. OWNER’S ACCEPTANCE OF COMPLETED CONSTRUCTION ELEVATIONS

1. Once the contractor has deemed a section of levee complete and elevation has been achieved, Contractor shall notify the Owner to complete a final survey verification of the achieved elevation. Prior to acceptance of the project as completed, the Owner, at Owner’s sole discretion, shall have an opportunity to verify the final levee elevations reported by Contractor. The Owner has the option to have an independent survey of all, or portions, of the levee elevations before accepting the project as completed, and before final payment to Contractor. The final survey shall be conducted within 7-10 business days of receiving Contractor’s certification of completed construction and request for payment. If the verification survey reports any deficiencies, then Contractor must promptly correct the deficiencies to meet the required levee elevations at no additional cost to the owner.

D. PROJECT DRAWINGS

1. The Project Drawings and any reference drawings show the location and quantity of the work to be performed. The drawings are bound and attached separately. A complete list of drawings is included as Exhibit L.

BID FORM

Proposal of _____ (hereinafter called "Bidder"), doing business as _____, (insert "a corporation," "a partnership," or an individual" applicable; if a corporation, Indicate state of incorporation) to the Sabine Neches Navigation District ("hereinafter called "SNND" or "Owner"), an agency existing under the laws of the State of Texas.

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Project of Improvement known as:

"PLACEMENT AREA 13 LEVEE PROJECT"

and all appurtenant work and materials required to complete the Project, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his/her own organizations, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Project of Improvement under this Contract within ten (10) days after the date of service of the Notice to Proceed and to **fully complete the Project by May 31st, 2024** as provided in Section 5, Special Conditions.

Bidder acknowledges receipt of the following Addenda: (if none, so state)

No. _____ Date: _____

No. _____ Date: _____

No. _____ Date: _____

Attached to this Bid is a list of subcontractors as required by Section 15 of the General Conditions.

Bidder agrees to perform all the work described in the Contract Documents for the lump sum price as set forth in the following Bid Schedule. Each item includes all labor, equipment, materials, consumables, profit, overhead and any and all other related costs to furnish Owner with a finished Project in accordance with the Contract Documents. Contractor should strive to reflect the true cost for each item, as these values will be used as a basis for change orders, additions or deletions of any item or items.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

Additional information concerning the Scope of Work and job requirements for each item is found in the attached Exhibit A-Scope of Work.

Bid Items:

ITEM#	DESCRIPTION	ITEM TOTAL
1	Mobilization & Demobilization to/from PA13 <i>Mobilization & Demobilization Item CANNOT exceed 10% of the Total Bid Price</i> <i>Mobilization paid at 60% of the 10% after Project Startup</i> <i>Demobilization paid at 40% of the 10% at Project Completion</i>	
3	Levee Work (including training levee) in PA13.	

TOTAL AMOUNT OF BID (SUM OF ITEMS 1-2) \$ _____ (IN FIGURES)

TOTAL AMOUNT OF BID
(SUM OF ITEMS 1-2)

(IN WORDS)

Note: Bids shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. Total amount of Bid shall be the sum of the Items. Contract Award will be made based upon the pricing of this Bid Schedule and the contract qualifications as set forth in the bid documents. In case of discrepancy between the sum of the items and Total amount of Bid, the sum of the items shall be considered to be the Total amount of Bid.

I/we agree to furnish all labor, equipment and materials and to perform all the work required for "PLACEMENT AREA 13 LEVEE PROJECT" in accordance with the Contract Documents and at the prices states in the preceding Bid Schedule.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

Respectfully submitted,

_____ Bidder	Address: _____ _____
_____ Signature	Attest: _____
_____ Name & Title SEAL –(if Bid is by corporation)	Name & Title _____

LIST OF SUBCONTRACORS TO BE SUBMITTED WITH BID

Pursuant to the General Conditions, the Advertisement for Bids and the Information for Bidders for “PLACEMENT AREA 13 LEVEE PROJECT” for SNND, Port Arthur, Texas, the undersigned Bidder hereby submits the following list of each Subcontractor and their current certificate of responsibility who will perform work or labor or render services to Bidder, if Bidder is awarded the Contract, or who will specifically fabricate and install any portion of the Project according to detailed Drawings contained in the Plans of Specifications, in an amount in excess of one-half of one percent of the total Bid.

Portion of the Project to Be Done by the Subcontractor	Name and Address of Subcontractor
_____	_____
_____	_____

Attachments to Bid Form:

BIDDER must include the following attachments with their fully completed BID FORMS:

1. Labor and Equipment Rate Sheet
2. Schedule AND Work Plan
3. Executed Corporate Resolution, if applicable, Exhibit C
4. BID BOND, Exhibit D
5. Information Required of Bidders, Exhibit G
6. Vendor’s Disclosure, Exhibit O

End of Section

EXHIBIT C

CORPORATE RESOLUTION

I, _____, Secretary do hereby certify that at a
(Name)
meeting of the Board of Directors of: _____, duly
(Name of Corporation)
called and held at _____ in the City of _____,
(Address)
state of _____, on the ____ day of _____, 2023, at which time a quorum was present,
the following resolution was duly adopted as the action of the Board, and is now in full force and
effect:

Be It Resolved, that _____
(Name of Individual) (Title)
is hereby empowered and authorized to enter into contract agreements and to sign bids, contracts
and other written documents as may be necessary to perform such agreements; and that his
signature on such documents shall be evidence of the full and complete obligation of the
Corporation to the terms and conditions of such Contract Documents.

WITNESS MY hand and Seal of the Corporation this _____ day of _____, 2023

(Name of Corporation)

By: _____, Secretary
(Signature)

(SEAL)

EXHIBIT D

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____ as Surety, are hereby
held and firmly bound unto SABINE NECHES NAVIGATION DISTRICT as OWNER in the
penal sum of an amount equivalent to 5 percent of the bid for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2023. The Condition of the above obligation is
such that whereas the Principal has submitted to SABINE NECHES NAVIGATION DISTRICT
a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing,
for PLACEMENT AREA 13 LEVEE PROJECT.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said BID) and shall in all other respects perform the agreement created by the
acceptance of said BID,
then this obligation shall be void.

Otherwise, if the District accepts the BID and the Principal fails to execute and deliver a properly
completed Contract, the Bid Bond shall be forfeited. It being expressly understood and agreed
that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its BOND shall be in no way impaired or affected by any extension of the time within which
the OWNER may accept such BID; and said Surety does hereby waive notice of any such
extension.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)

By:_____

Surety

By:_____

Surety companies executing the above-referenced Bonds must appear on the Department of the Treasury's Circular as to companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsurance companies (Department Circular 570, 2006 Revision or such subsequent revision as most currently dated prior to the date of the Bond). Sureties companies must also be authorized to transact business in the State of Texas. The date of the Bond must not be prior to the date of the Contract. If a CONTRACTOR is a partnership, all partners shall execute the Bond. If the CONTRACTOR is a corporation, then a corporate resolution must be presented and the Bond executed by the duly authorized corporate representative. All Bonds should have affixed to them a separate fully executed and completed Power of Attorney by the surety.

EXHIBIT E

PAYMENT BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - A. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - B. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

- A. Claimants who do not have a direct contact with the Contractor:
 - 1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

- 3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - A. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - B. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Project.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payment to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.A or Clause 4.2.C, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Project construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

- A. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- B. Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- C. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

THE STATE OF TEXAS

: KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

THAT WE _____ of the City of _____, County of _____, and State of _____, as principal, and _____, as surety, authorized under the laws of the State of Texas to act as surety on bonds for principals are held and firmly bound unto the SABINE NECHES NAVIGATION DISTRICT and to all sub-contractors, workmen, laborers, mechanics and furnishers of material, and any other claimant, as their interest may appear, all of whom shall have the right to sue upon their bond, in the penal sum of (\$ _____) Dollars, lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally and firmly by these presents:

The condition of this Bond is such that, whereas, the above bounden Principal as prime contractor has on the ____ day of _____, 2023, entered into a formal contract with the SABINE NECHES NAVIGATION DISTRICT for the PLACEMENT AREA 13 LEVEE PROJECT which is hereby referred to and made part hereof as if fully written herein.

NOW, THEREFORE, if the above bounden Principal shall protect all claimants supplying labor and material as provided for in Chapter 2253, Texas Government Code and shall pay and perform any and every obligation that of such principal is required or provided for in such law, this bond being totally for the protection of all such claimants and being for the use of each such claimant, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

It is stipulated and agreed that no change, extension of time, addition to or modification of the Contract or work performed thereunder, shall in anywise affect the obligation of this bond, and

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

surety expressly waives notice of any such change, extension of time, addition or modification.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed, and the said surety has caused these presents to be executed, each by its duly authorized agent and officer, and its corporate seal to be affixed at _____ on this the ____ day of _____, A.D., 2023.

Contractor

ATTEST:

By _____

Title _____

Surety

WITNESS:

By _____

Title _____

Surety companies executing the above-referenced Bonds must appear on the Department of the Treasury's Circular as to companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsurance companies (Department Circular 570, 2006 Revision or such subsequent revision as most currently dated prior to the date of the Bond). Sureties companies must also be authorized to transact business in the State of Texas. The date of the Bond must not be prior to the date of the Contract. If a CONTRACTOR is a partnership, all partners shall execute the Bond. If the CONTRACTOR is a corporation, then a corporate resolution must be presented and the Bond executed by the duly authorized corporate representative. All Bonds should have affixed to them a separate fully executed and completed Power of Attorney by the surety.

EXHIBIT F

PERFORMANCE BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.A.
3. If there is no Owner Default, the surety's obligation under this Bond shall arise after:
 - A. The Owner has notified the Contractor and the Surety at its address described Paragraph 10 below, that the Owner is considering declaring Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - B. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.A; and
 - C. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or
 - B. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - C. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

- D. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 - a After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - b Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.D and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.A, 4.B or 4.C above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - A. The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - B. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - C. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions
 - A. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - B. Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - C. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - D. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

SABINE NECHES NAVIGATION DISTRICT
(Name of Owner)

8180 Anchor Drive, Port Arthur, Texas 77642
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,

\$(_____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 2023, a copy of which is
hereto attached and made a part hereof for the construction of: PLACEMENT AREA 13 LEVEE
PROJECT.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all obligation shall be void; otherwise to remain in full force and effect. Provided, that this bond is executed pursuant to Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance therewith.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the PROJECT to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the PROJECT or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed, and the said surety has caused these presents to be executed, each by its duly authorized agent and officer, and its corporate seal to be affixed at _____ on this the ____ day of _____, A.D., 2023. This instrument is executed in _____ counterparts, each one of which shall be deemed an original.

Contractor

ATTEST:

By _____

Title _____

Surety

WITNESS:

By _____

Title _____

Surety companies executing the above-referenced Bonds must appear on the Department of the Treasury's Circular as to companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsurance companies (Department Circular 570, 2006 Revision or such subsequent revision as most currently dated prior to the date of the Bond). Sureties companies must also be authorized to transact business in the State of Texas. The date of the Bond must not be prior to the date of the Contract. If a CONTRACTOR is a partnership, all partners shall execute the Bond. If the CONTRACTOR is a corporation, then a corporate resolution must be presented and the Bond executed by the duly authorized corporate representative. All Bonds should have affixed to them a separate fully executed and completed Power of Attorney by the surety.

EXHIBIT G

INFORMATION REQUIRED OF BIDDERS

The Bidder shall furnish the following information. Additional sheets shall be attached as required. **Failure to complete these items will cause the Bid to be non-responsive and may cause its rejection.**

1. BIDDER/CONTRACTOR'S name and street address: ☐Corporation
☐Partnership
☐Individual

Name of PROJECT MANAGER: _____
2. CONTRACTOR's telephone number: _____
3. Name of person who inspected the site of the proposed Project for the Bidder:
Name: _____
Date of inspection: _____
4. Name, address, and telephone number of Surety Company and Agent who will provide the required Bonds on this Contract:

5. ATTACH TO THIS BID the experience resume of the person who will be designated as the full-time, on-site General Construction Superintendent or full-time, on-site Construction Manager for the Contractor.
6. ATTACH TO THIS BID references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition. The Bidder shall submit a financial statement if requested by the Owner in order to evaluate the current financial condition of the Bidder. Bidders are encouraged to present their audited or, if unavailable, unaudited financial statements at the

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

date of submission of a bid.

7. COMPLETE THE FOLLOWING REFERENCE SUMMARY LIST with the requested information regarding three (3) projects completed within the last three years involving Work of similar type, size (contract price over \$1,000,000) and complexity. Provide brief Project Descriptions below. ATTACH TO THIS BID any appropriate additional information.

a. Reference Summary List:

1) _____
Project Contract Name Price Date Completed

Name(s), Address, & Tel. No. of Owner's Representative(s)

2) _____
Project Contract Name Price Date Completed

Name(s), Address, & Tel. No. of Owner's Representative(s)

3) _____
Project Contract Name Price Date Completed

Name(s), Address, & Tel. No. of Owner's Representative(s)

b. Project Descriptions, use additional sheets if necessary (number keyed to above Summary List):

1) _____

2) _____

3) _____

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13 LEVEE PROJECT

8. How many years has Bidder been engaged in the type of work required by this contract?
- a. As a Supplier _____.
 - b. As a Sub-Contractor _____.
 - c. Under its present business name _____.
9. Has Bidder ever failed to complete any project awarded to it? []Yes []No
If so, list below the following information: names of projects, names of Owners, and reason(s) project(s) was not completed.
10. After the award of CONTRACT and ten (10) days prior to construction, CONTRACTOR must submit a schedule, listing all major activities and indicating the anticipated sequence and duration of each.

As a minimum the following milestones shall be shown:

- Notice to proceed
- Mobilization
- Levee Work
- Site clean-up
- Demobilization

Bidders Signature _____
Date _____

GENERAL DECISION: TX20100102 09/03/2010 TX102

Date: September 3, 2010
General Decision Number: TX20100102 09/03/2010

Superseded General Decision Number: TX20080102

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

HEAVY CONSTRUCTION PROJECTS (Including Water and Sewer Lines
and Excluding Industrial and Processing Plants, and Refineries)

Modification Number	Publication Date
0	03/12/2010
1	09/03/2010

* ELEC0479-003 08/31/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 25.65	11.07

SUTX2000-002 02/11/2000		

	Rates	Fringes
--	-------	---------

Carpenters:
Form Building/Form Setting..\$ 13.15
All Other Work.....\$ 13.56

Concrete Finisher.....\$ 13.50

Laborers:
Common.....\$ 7.41
Pipelayer.....\$ 8.29

Painters:
Spray and Brush.....\$ 12.07

PILEDRIVERMAN.....\$ 13.65

PLUMBER.....\$ 18.28 4.69

Power equipment operators:

Backhoe.....	\$ 15.55	1.89
Bulldozer.....	\$ 15.00	
Crane.....	\$ 13.77	
Front End Loader.....	\$ 10.63	
Trackhoe.....	\$ 15.60	

Truck drivers:

Dump.....	\$ 10.00
-----------	----------

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

EXHIBIT I

**CONTRACTOR'S AFFIDAVIT
AND WAIVER OF LIEN**

THE STATE OF TEXAS

COUNTY OF _____

_____, being sworn, says that he is the _____ of _____
(the "Contractor") and is familiar with the facts stated herein.

The Contractor has furnished all material, labor, tools, equipment, construction facilities, and everything of every sort and has performed all work required by the contract entered into with the SABINE NECHES NAVIGATION DISTRICT of Jefferson County, Texas, dated _____, 2023, pertaining to the PLACEMENT AREA 13 LEVEE PROJECT.

The Contractor has fully paid for all said materials, labor, tools, equipment, construction facilities, and everything of every sort furnished by it, or by its subcontractors or material men, upon said premises and furnished therefor said Project.

The balance remaining due from the SABINE NECHES NAVIGATION DISTRICT of Jefferson County, Texas, and unpaid to Contractor is the sum of \$_____, and upon the payment to Contractor of said sum, Contractor hereby waives all liens and claims against the SABINE NECHES NAVIGATION DISTRICT of Jefferson County, Texas, its premises and property, and, further, Contractor represents that no other person or part has any right to a lien on account of any work performed for, or material furnished to Contractor for said Project.

By:_____

SWORN TO AND SUBSCRIBED BEFORE ME on the _____ day of _____, 2023 by the said _____, to certify which, witness my hand and seal of office.

Notary Public, State of _____
My Commission Expires: _____

SABINE-NECHES NAVIGATION DISTRICT
8180 Anchor Drive, Port Arthur, Texas 77642

Insurance Requirements for Contractors

Prior to commencing work for the District, the Contractor shall furnish ACORD 25 (2010/05) certificates verifying coverage, limits, and provisions as set forth below. Such insurance shall be provided by carriers rated A- ,VIII or better by AM Best & Company or deemed acceptable by the District. Contractor shall furnish current insurance certificates as needed confirming that all coverage is in place until the work is completed.

Land Owners: If the Contractor's work is carried out on property belonging to other parties, the Contractor shall also furnish ACORD 25 (2010/05) certificates in favor of the Land Owner satisfying Insurance Requirements and Insurance Provisions set forth below.

Insurance Requirements

Commercial General Liability Limits:

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

Auto Liability Limits:

Combined Single Limit	\$1,000,000
Owned, Hired & Non-Owned	

Umbrella Liability Limits:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Workers Compensation Limits:

Workers Compensation	Statutory
Employers Liability	\$500,000/\$500,000/\$500,000

Insurance Provisions

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

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

The Required Insurance, as well as the Insurance Provisions, may be adjusted by Sabine-Neches Navigation District to add other coverage such as Professional Liability, Pollution Liability, USL&H, Jones Act, and Protection & Indemnity as needed.

02/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ABC Insurance Agency
P. O. Box 123
Houston, Texas
SAMPLE CERTIFICATE

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Rated A-, VIII or better

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

XYZ Corporation
P. O. Box 123
Beaumont, TX
SAMPLE CERTIFICATE

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY	X	X	TBD	TBD	TBD	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
X	AUTOMOBILE LIABILITY	X	X	TBD	TBD	TBD	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
X	UMBRELLA LIAB	X	X	TBD	TBD	TBD	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE \$1,000,000
							\$
							\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	X	TBD	TBD	TBD	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. EACH ACCIDENT \$1,000,000
							E.I. DISEASE - EA EMPLOYEE \$1,000,000
							E.I. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY; WAIVER OF SUBROGATION ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION, ALL IN FAVOR OF CERTIFICATE HOLDER.

CERTIFICATE HOLDER

CANCELLATION

SABINE-NECHES NAVIGATION DISTRICT
P. O. BOX 778
NETERLAND, TEXAS 77627

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
TBD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency P. O. Box 123 Houston, Texas SAMPLE CERTIFICATE	CONTACT NAME: _____	
	PHONE (AC, No, Ext): _____	FAX (AC, No): _____
INSURED XYZ Corporation P. O. Box 123 Beaumont, TX SAMPLE CERTIFICATE	INSURE(S) AFFORDING COVERAGE	
	INSURER A: Rated A-, VIII or better	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PER LTR	TYPE OF INSURANCE	ADDITIONAL PER LTR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	TBD	TBD	TBD	EACH OCCURRENCE: \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence): \$ _____
						MED EXP (Any one person): \$ _____
						PERSONAL & ADV INJURY: \$1,000,000
						GENERAL AGGREGATE: \$2,000,000
						PRODUCTS - COMPROP AGG: \$2,000,000
						\$ _____
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	TBD	TBD	TBD	COMBINED SINGLE LIMIT (Per accident): \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person): \$ _____
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident): \$ _____
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident): \$ _____
						\$ _____
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	TBD	TBD	TBD	EACH OCCURRENCE: \$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE: \$5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	TBD	TBD	TBD	<input checked="" type="checkbox"/> INC STATUS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT: \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - SA EMPLOYEE: \$1,000,000
						E.L. DISEASE - POLICY LIMIT: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY, & UMBRELLA LIABILITY.
WAIVER OF SUBROGATION ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION, ALL IN FAVOR OF CERTIFICATE HOLDER. USL&H, JONES ACT, AND PROTECTION & INDEMNITY AS REQUIRED BY LAW.

CERTIFICATE HOLDER

CANCELLATION

LANDOWNER
 P. O. BOX 456
 ANYTOWN, TEXAS 77777

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT K

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CONSTRUCTION PLANS FOR PLACEMENT AREA 13 TO SERVE THE SABINE NECHES NAVIGATION DISTRICT

APPROVED FOR CONSTRUCTION:

BY: _____ DATE: _____



JOB NO. 4223114 VICINITY MAP DATE: DECEMBER 20, 2023

INDEX OF DRAWINGS:

<u>DRAWING NO.:</u>	<u>DESCRIPTION</u>
1	COVER SHEET
L1	OVERALL PROJECT LAYOUT
S1 - S14	PERIMETER LEEVEE CROSS SECTIONS
S15 - S16	TRAINING LEEVEE CROSS SECTIONS
A1	LEEVEE ALIGNMENT DATA

KEY PLAN

NOTES:

[illegible]


REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV

Client:	SABINE NECHES
Name:	NAVIGATION DISTRICT
Plant:	PLACEMENT AREA 13
Site:	
Client:	
Job No:	

SABINE NECHES NAVIGATION DISTRICT PLACEMENT AREA 13 COVER SHEET

Project: LEVEE REHABILITATION PA 13

Drafter: LRL	12/20/23	 BURROW GLOBAL SERVICES, LLC Texas Firm No. F-5417 www.burrowglobal.com Engineering Architectural Construction	
Designer: LRL	12/20/23		
Engineer: RJC	12/20/23		
Checker: KJA	12/20/23		
Manager: KJA	12/20/23		
Project: 4223114		Drawing No	
Scale:			Rev 1 A

ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICE



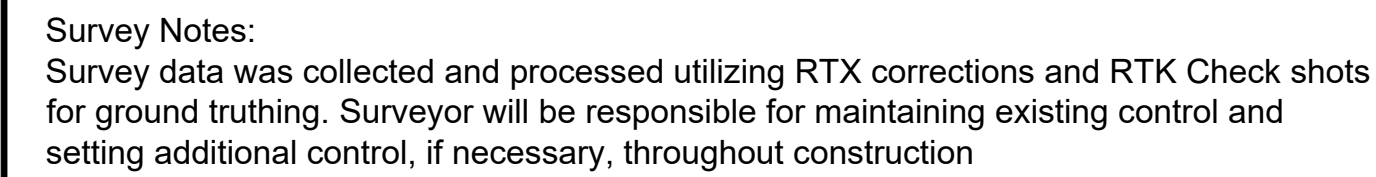
BGS PROJECT: 4223114

BURROW GLOBAL
SERVICES, LLC



Texas Firm No. F-5417 www.burrowglobal.com
Engineering Architectural Construction

www.burrowglobal.com



ISSUED FOR BID

PLACEMENT AREA 13
5,861,707 SQ. FT.
135 ACRES

Annotations on map:
- PROPOSED € PA 13 PERIMETER LEVEE REF. S1 AND PROJECT SPECIFICATION FOR DETAILS
- PROPOSED € PA 13 TRAINING LEVEE REF. S15 AND PROJECT SPECIFICATION FOR DETAILS
- EXISTING SPILL BOX STRUCTURE AND WALKWAY TO REMAIN IN PLACE
- NO EXCAVATION PERMITTED WITHIN 60FT OF THE TOE OF THE NEW LEVEE
- PROPOSED BORROW AREA (APPROXIMATELY 40 ACRES) SEE PROJECT SPECIFICATION
- ENTIRE LEVEE TO BE CONSTRUCTED USING AN EXCAVATE AND HAUL OR SIDE CAST METHOD PER PROJECT SPECIFICATIONS.

Stationing labels along the perimeter:
STA:0+00, STA:2+00, STA:4+00, STA:6+00, STA:8+00, STA:10+00, STA:12+00, STA:14+00, STA:16+00, STA:18+00, STA:20+00, STA:22+00, STA:24+00, STA:26+00, STA:28+00, STA:30+00, STA:32+00, STA:34+00, STA:36+00, STA:38+00, STA:40+00, STA:42+00, STA:44+00, STA:46+00, STA:48+00, STA:50+00, STA:52+00, STA:54+00, STA:56+00, STA:58+00, STA:60+00, STA:62+00, STA:64+00, STA:66+00, STA:68+00, STA:70+00, STA:72+00, STA:74+00, STA:76+00, STA:78+00, STA:80+00, STA:82+00, STA:84+00, STA:86+00, STA:88+00, STA:90+00, STA:92+00, STA:94+00, STA:96+00, STA:98+00, STA:100+00, STA:102+00, STA:104+00.

START WORK STA 0+00
END WORK STA 105+56

Survey Notes:
Survey data was collected and processed utilizing RTX corrections and RTK Check shots for ground truthing. Surveyor will be responsible for maintaining existing control and setting additional control, if necessary, throughout construction

All coordinates are referenced to The Texas State Plane Coordinate System, Texas South Central Zone 4204, NAD83 (2011), Geoid18 USFT.

ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES

BGS PROJECT: 4223114

ENTIRE LEVEE TO BE CONSTRUCTED USING AN
— EXCAVATE AND HAUL OR SIDE CAST METHOD PER
PROJECT SPECIFICATIONS.

[illegible][illegible]

Client: SABINE NECHES Name: NAVIGATION DISTRICT	
Plant: PLACEMENT AREA 13 Site:	
Client: Job No:	

Project: LEVEE REHABILITATION PA 13			
Drafter: LRL	12/20/23	 BURROW GLOBAL SERVICES, LLC Texas Firm No. F-5417 www.burrowglobal.com Engineering Architectural Construction	
Designer: LRL	12/20/23		
Engineer: RJC	12/20/23		
Checker: KJA	12/20/23		
Manager: KJA	12/20/23		
Project: 4223114		Drawing No	
Scale: 1" = 200'			
		L1	Rev A



Texas Firm No. E-6417 www.burnsjoel.com

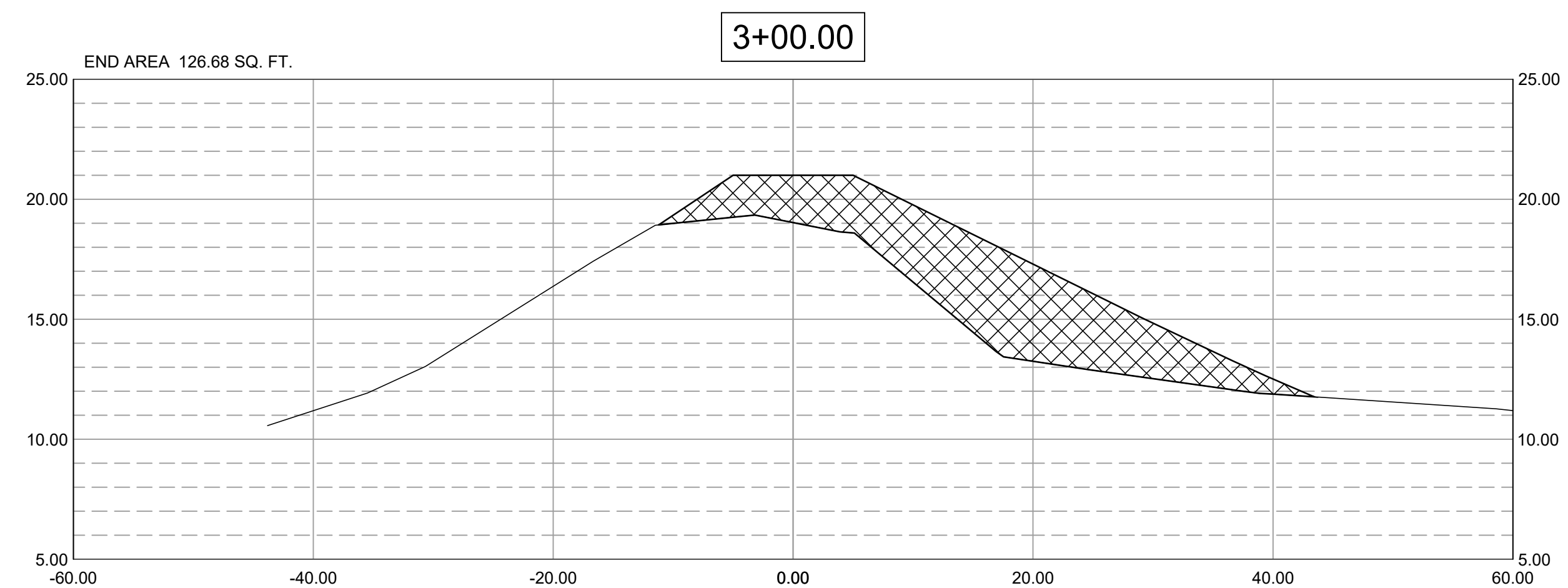
Engineering Architectural Construction

Drawing No	Re
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114

[illegible]


NOTES:

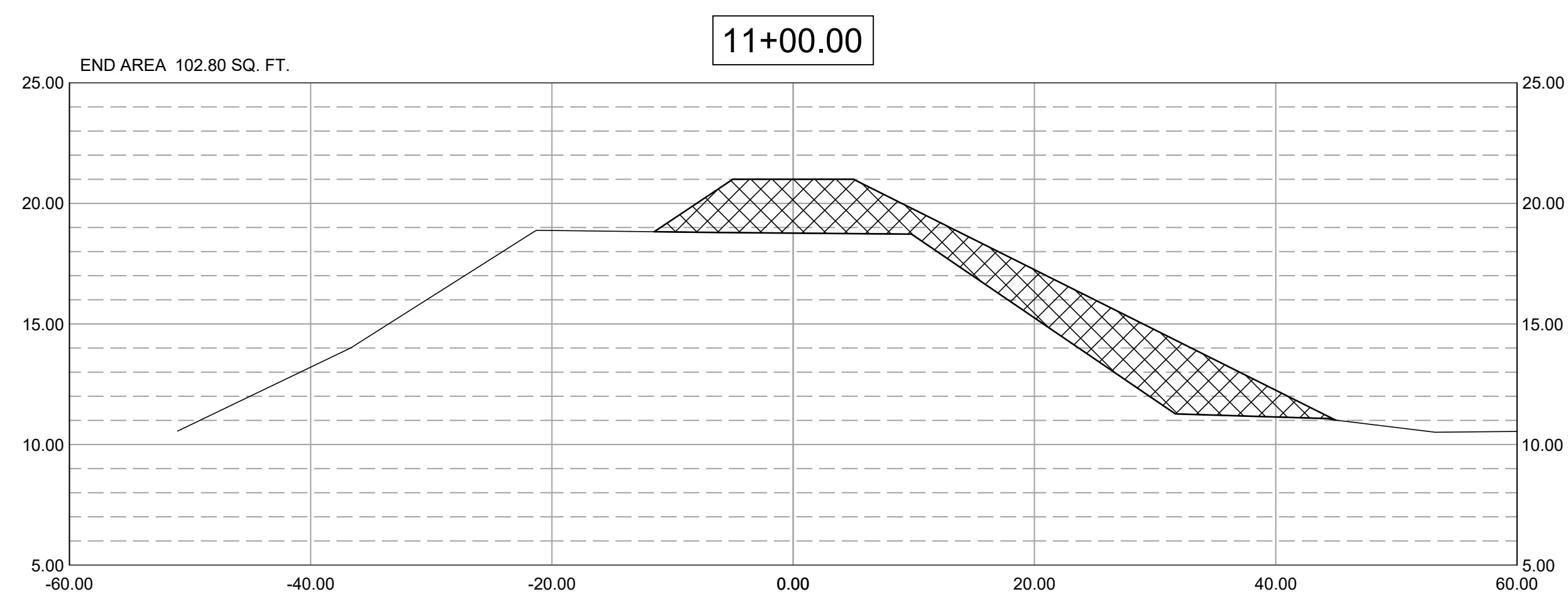
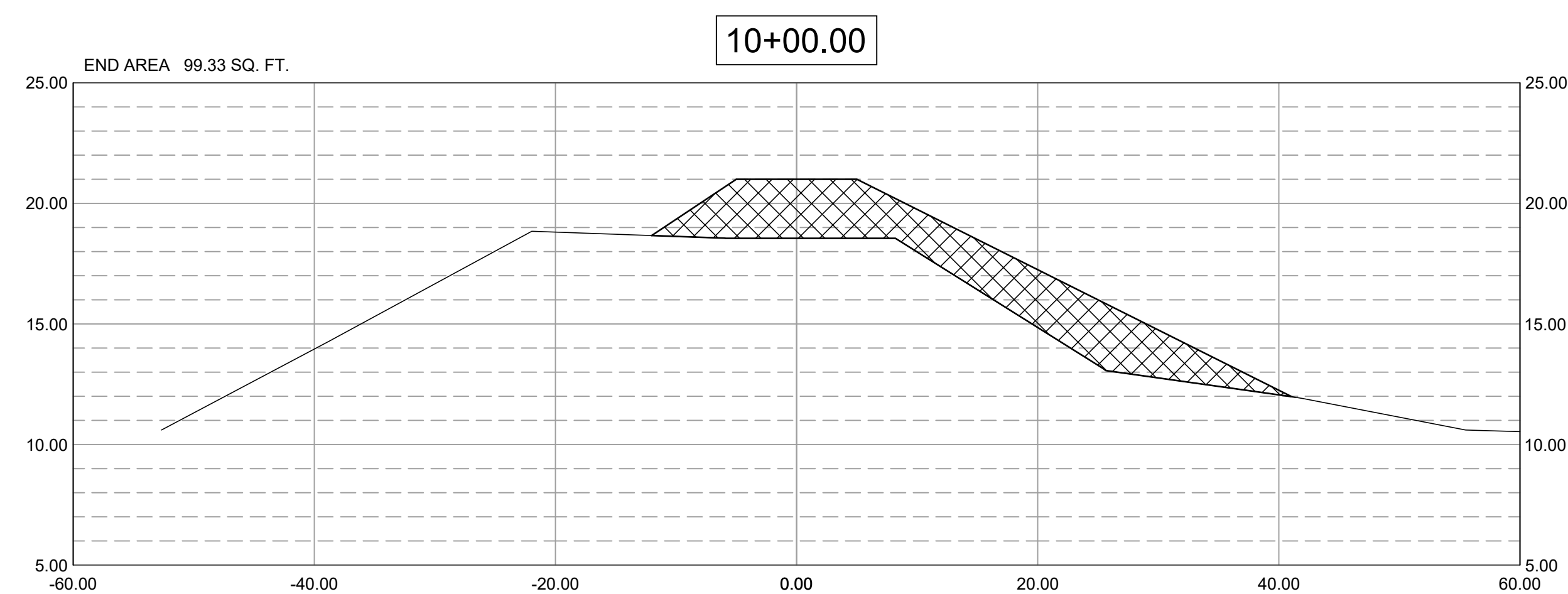
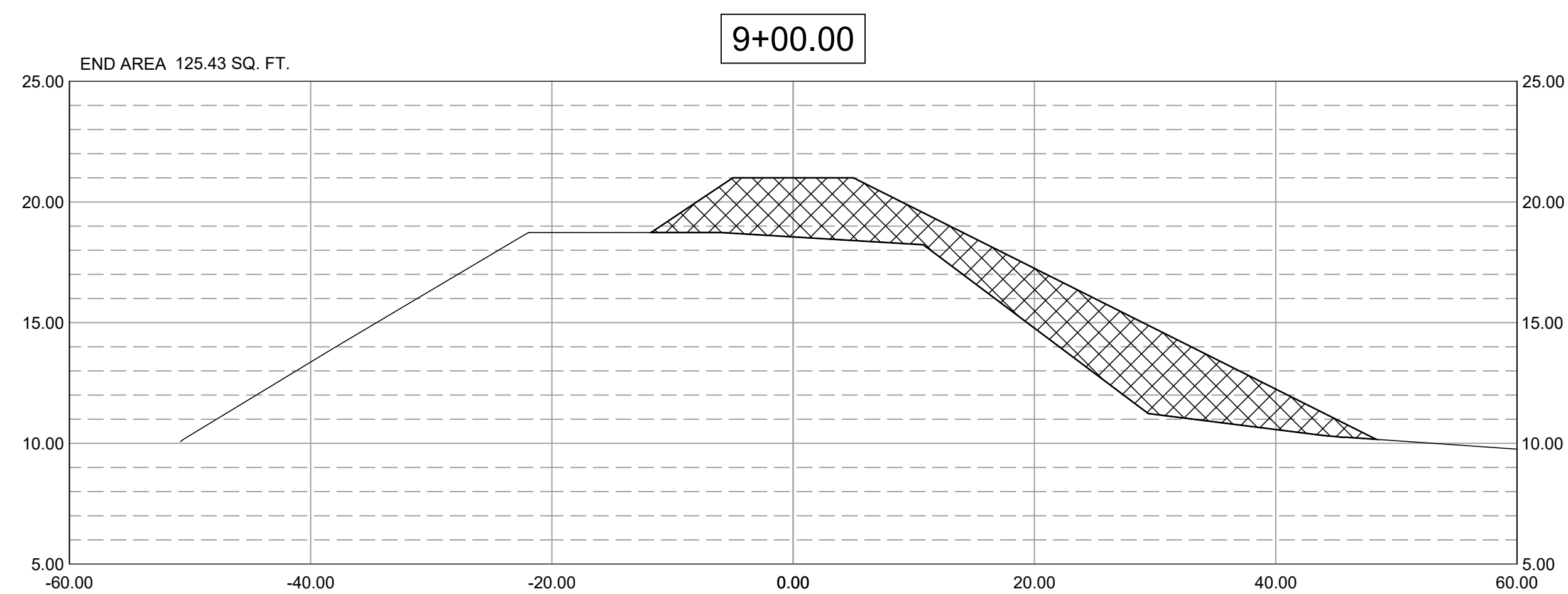
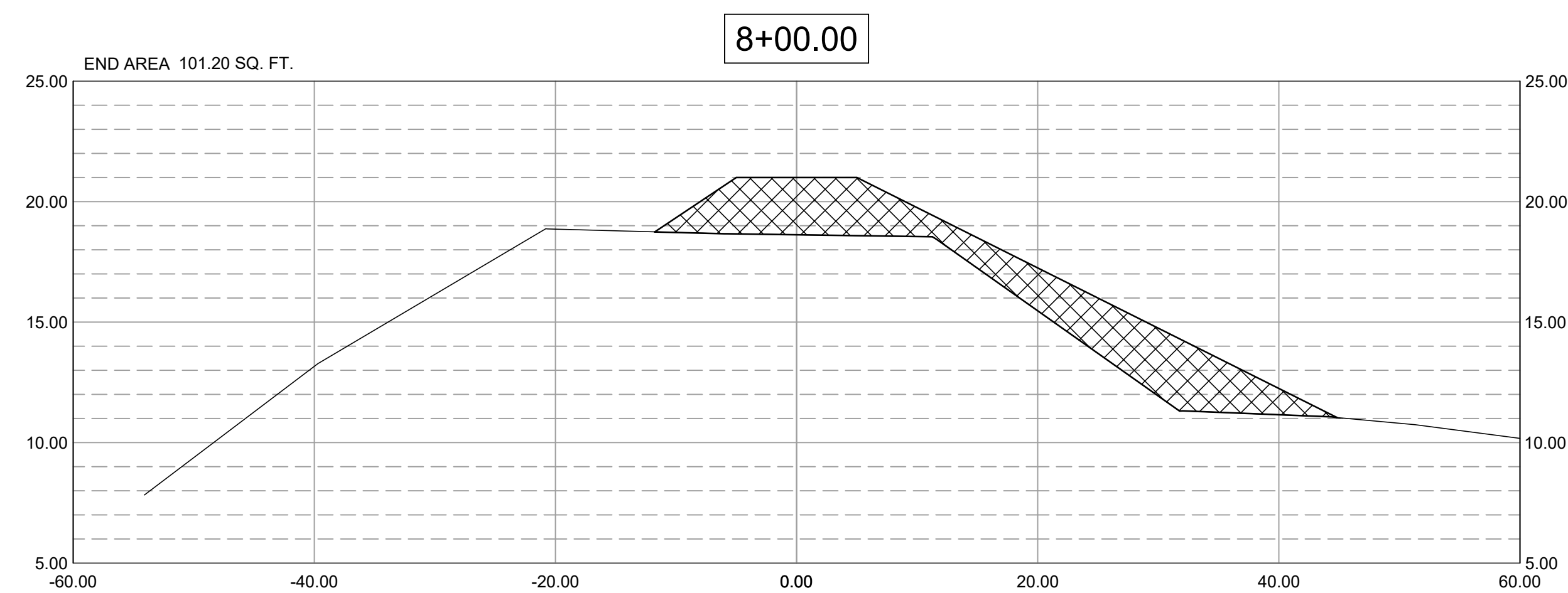
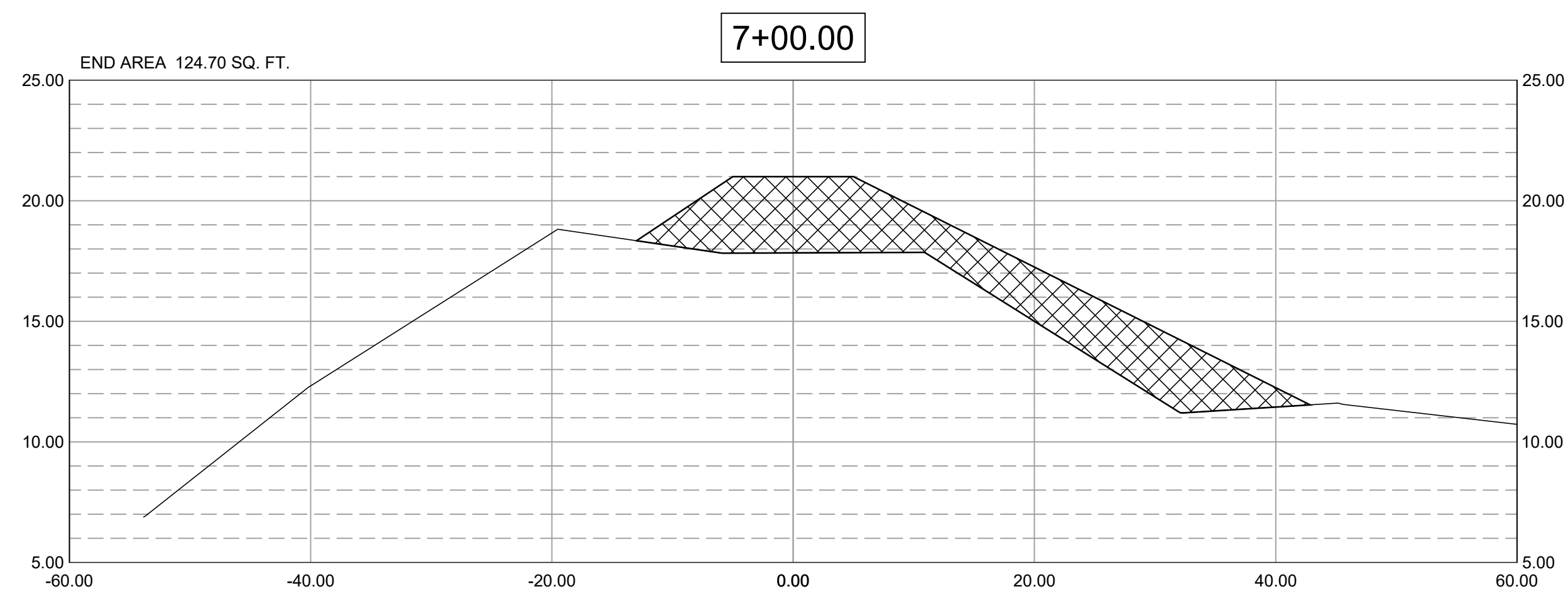
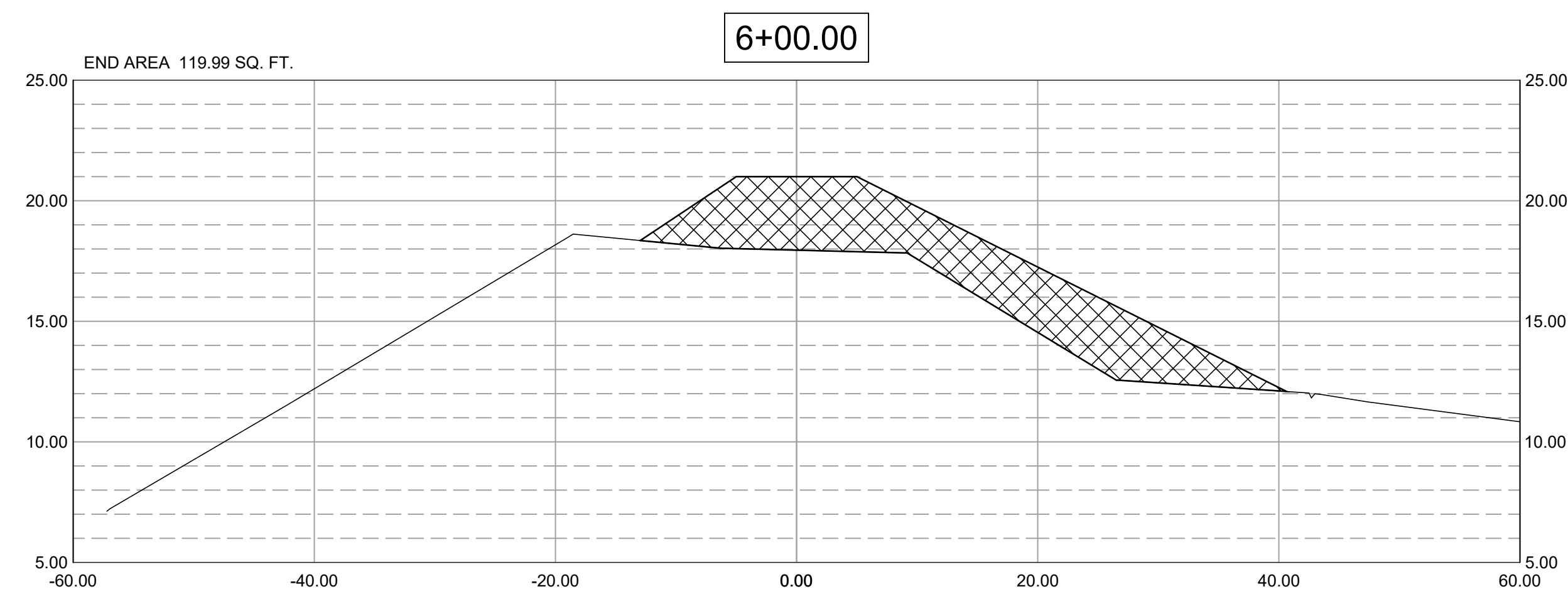
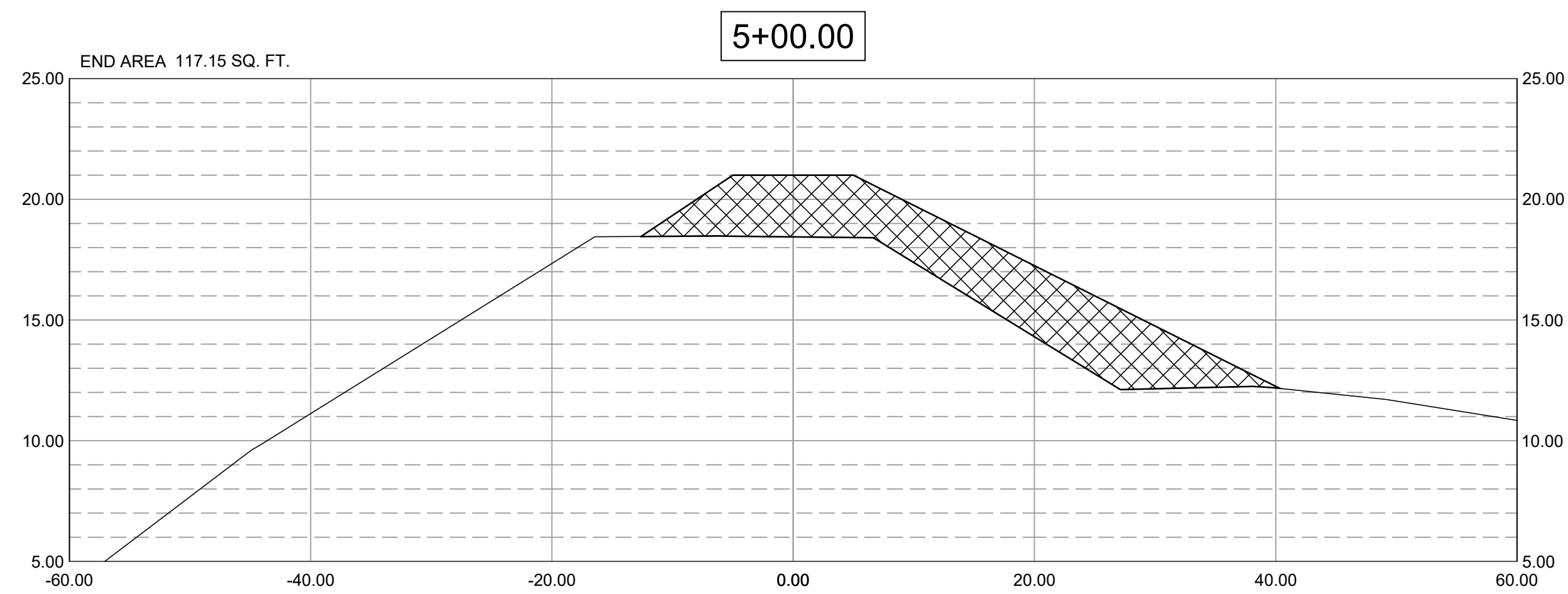
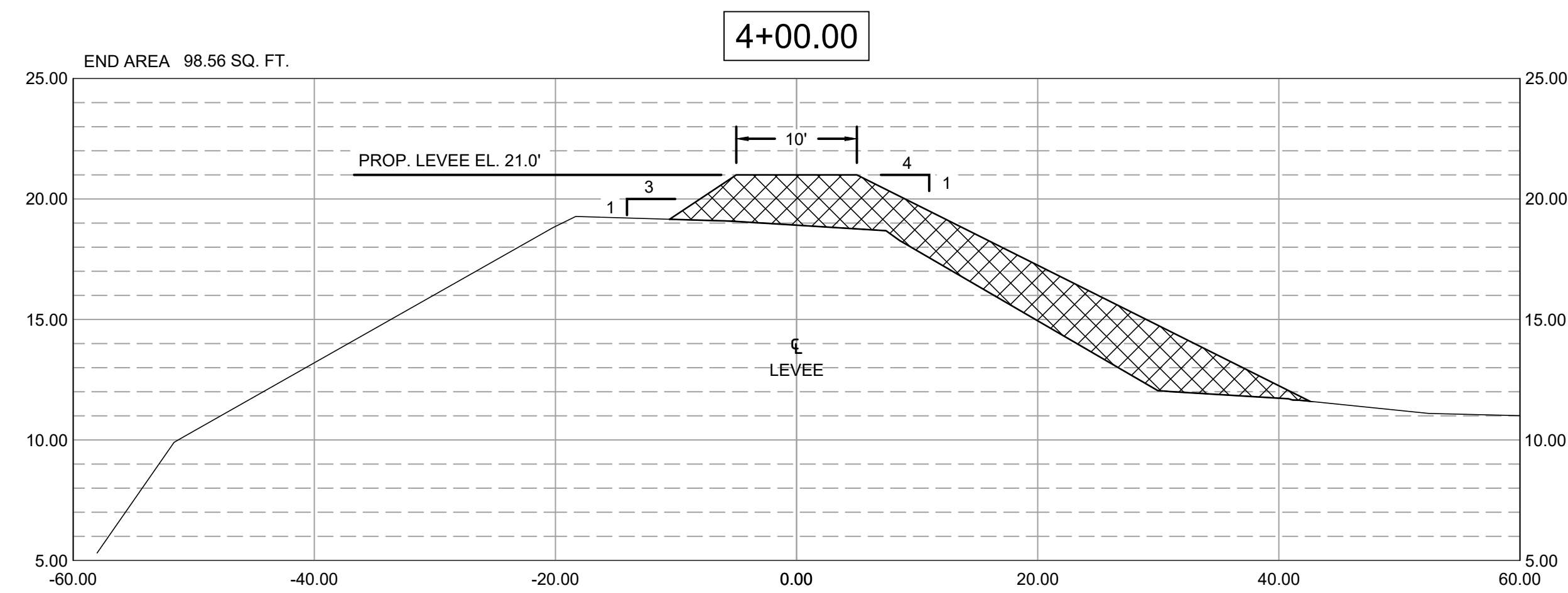


BGS PROJECT: 4223114

REFERENCE DRAWINGS:

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEEVE REHABILITATION PA 13	
Drafter: LRL 12/20/23	 BURROW GLOBAL SERVICES, LLC Texas Firm No. F-6417 www.burrowglobal.com Engineering Architectural Construction
Designer: LRL 12/20/23	
Engineer: RJC 12/20/23	
Checker : KJA 12/20/23	
Manager: KJA 12/20/23	
Project: 42231114	Drawing No
Scale: 1" = 10'	
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ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES



BGS PROJECT: 4223114

KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV

Client Name:	SABINE NECHES NAVIGATION DISTRICT
Plant Site:	PLACEMENT AREA 13
Client Job No:	

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13

Drafter:	LRL	12/20/23
----------	-----	----------

Designer: LRL	12/20/23
---------------	----------

Engineer: RJC	12/20/23
Student: KJA	12/20/23

Checker: KJA	12/20/23
Manager: KJA	12/20/23

Project:	4223114
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Scale: 1" = 10'

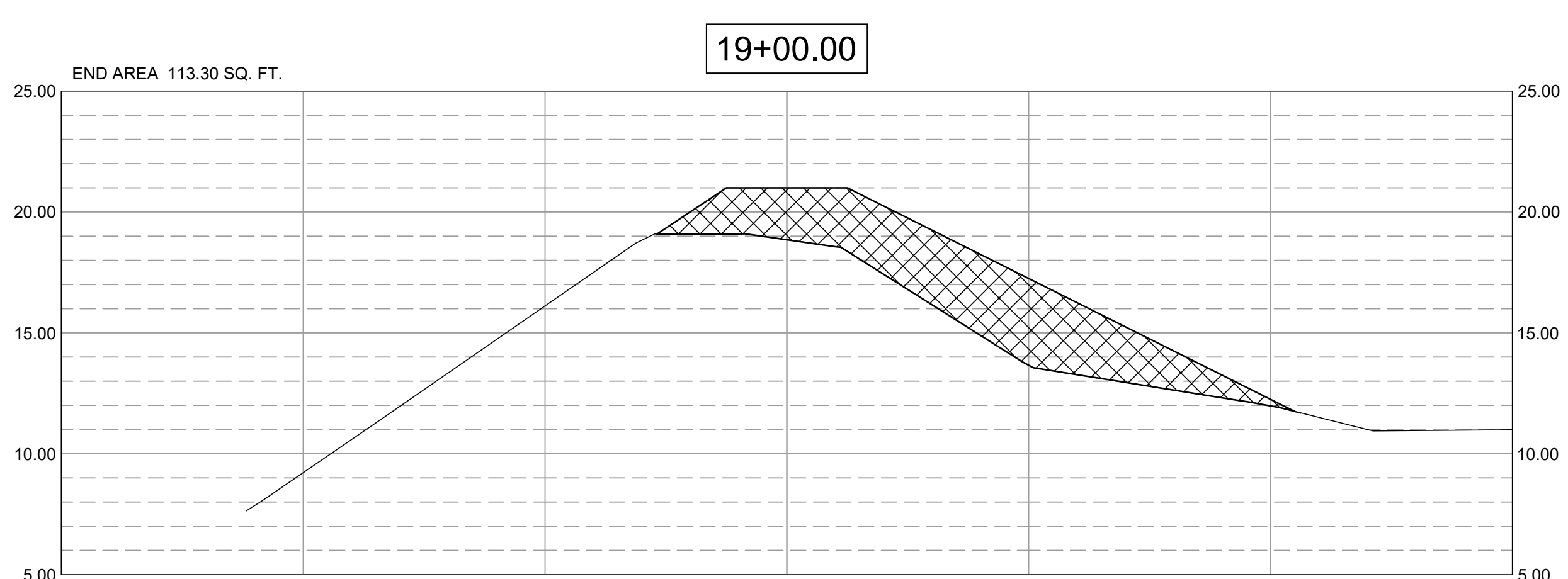
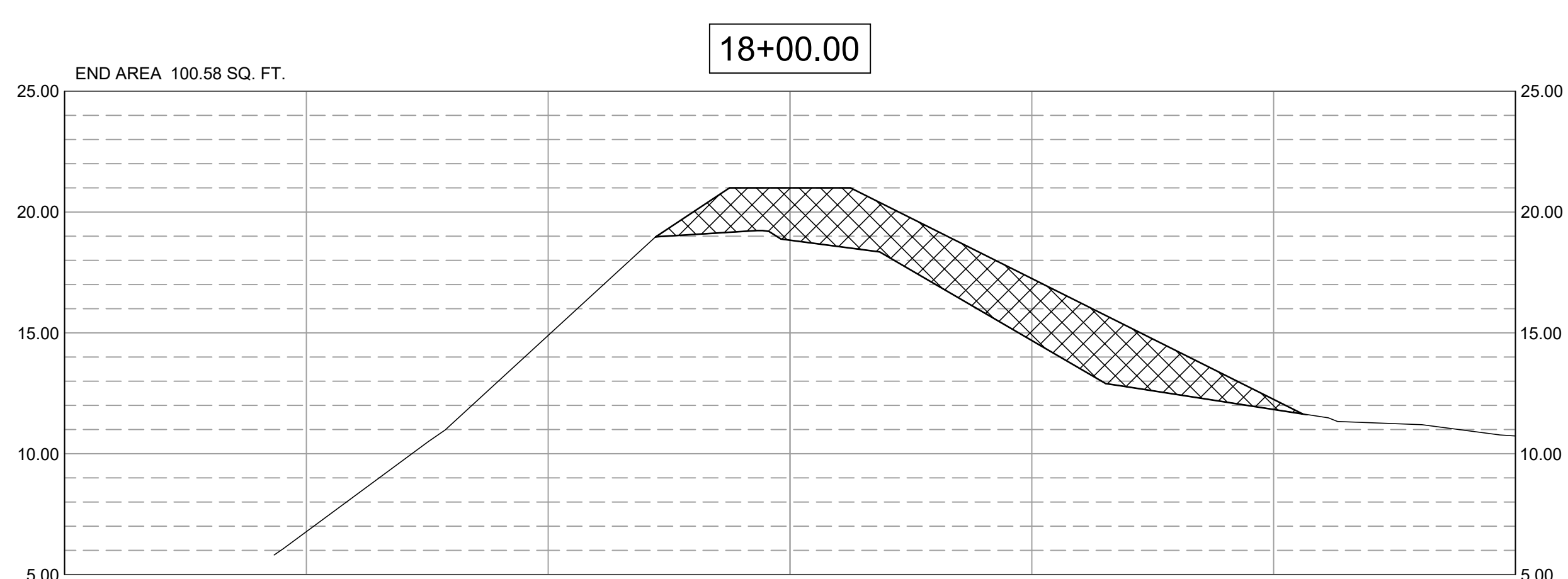
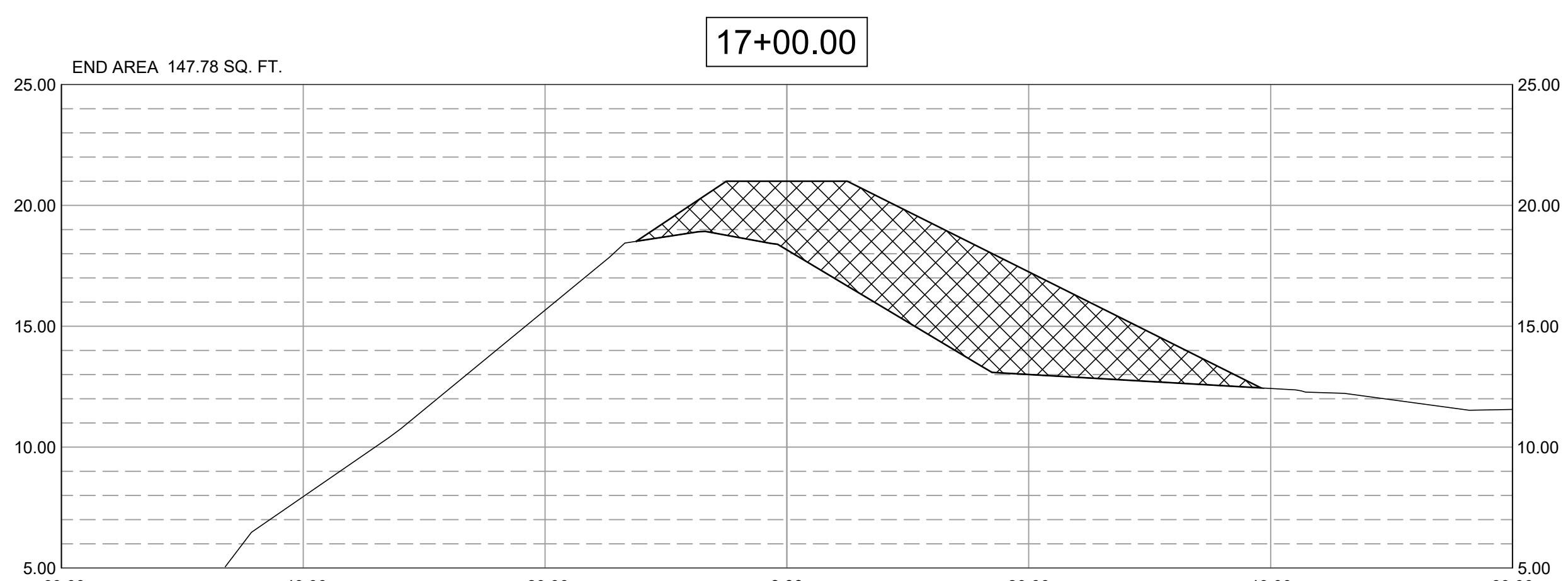
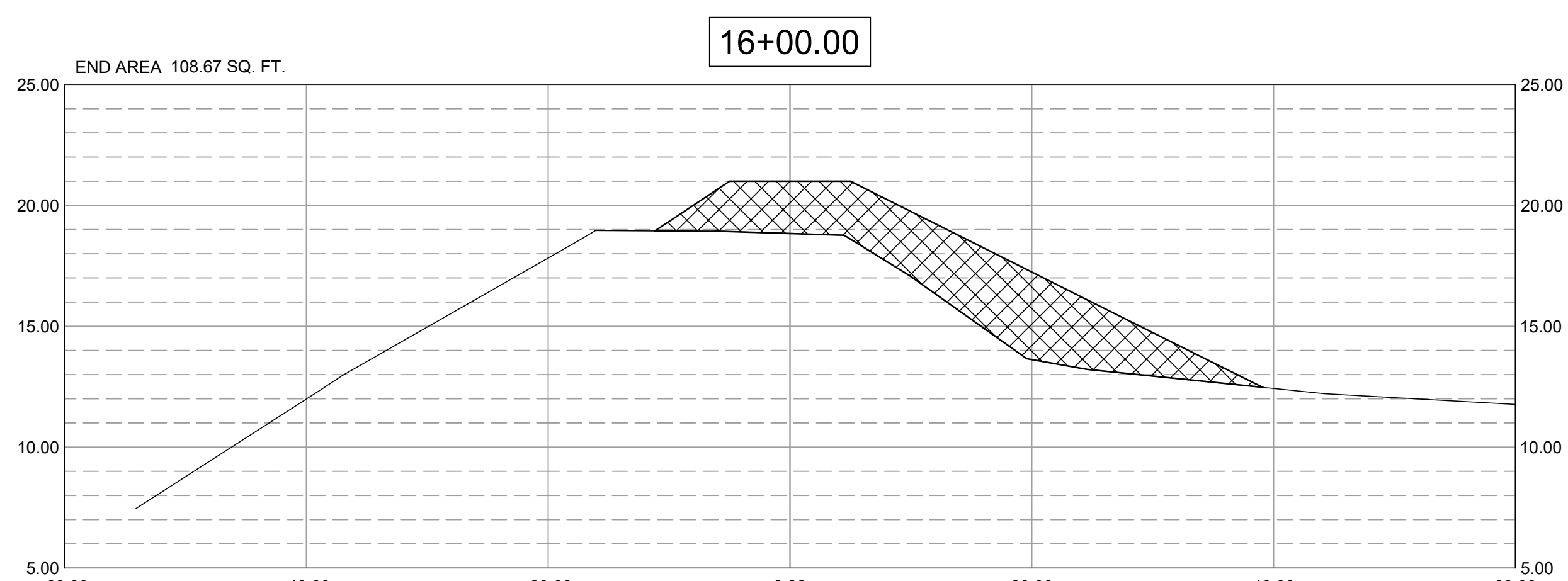
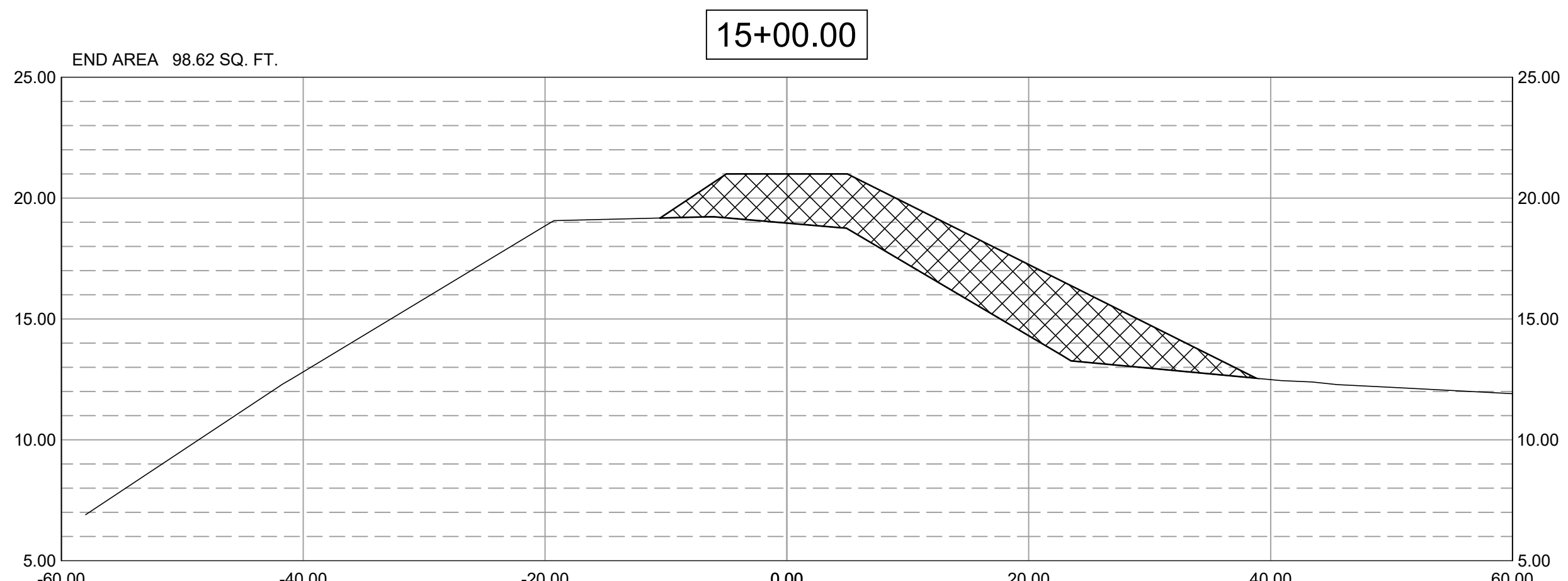
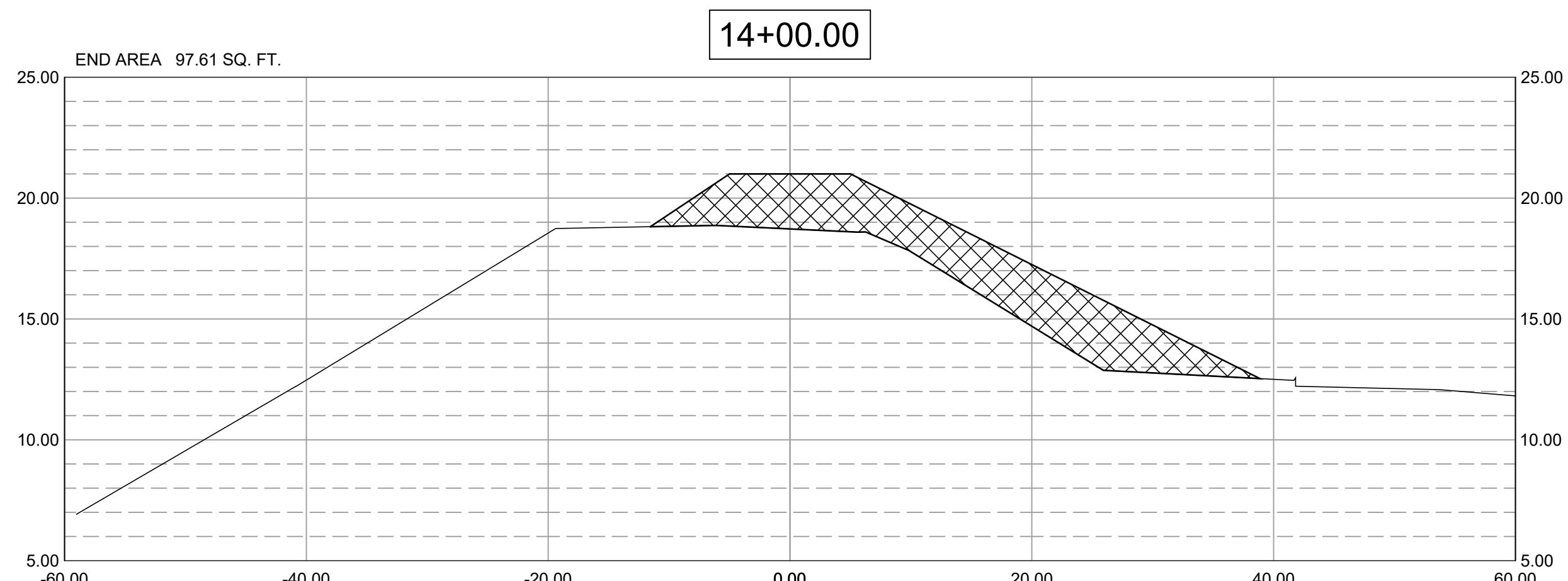
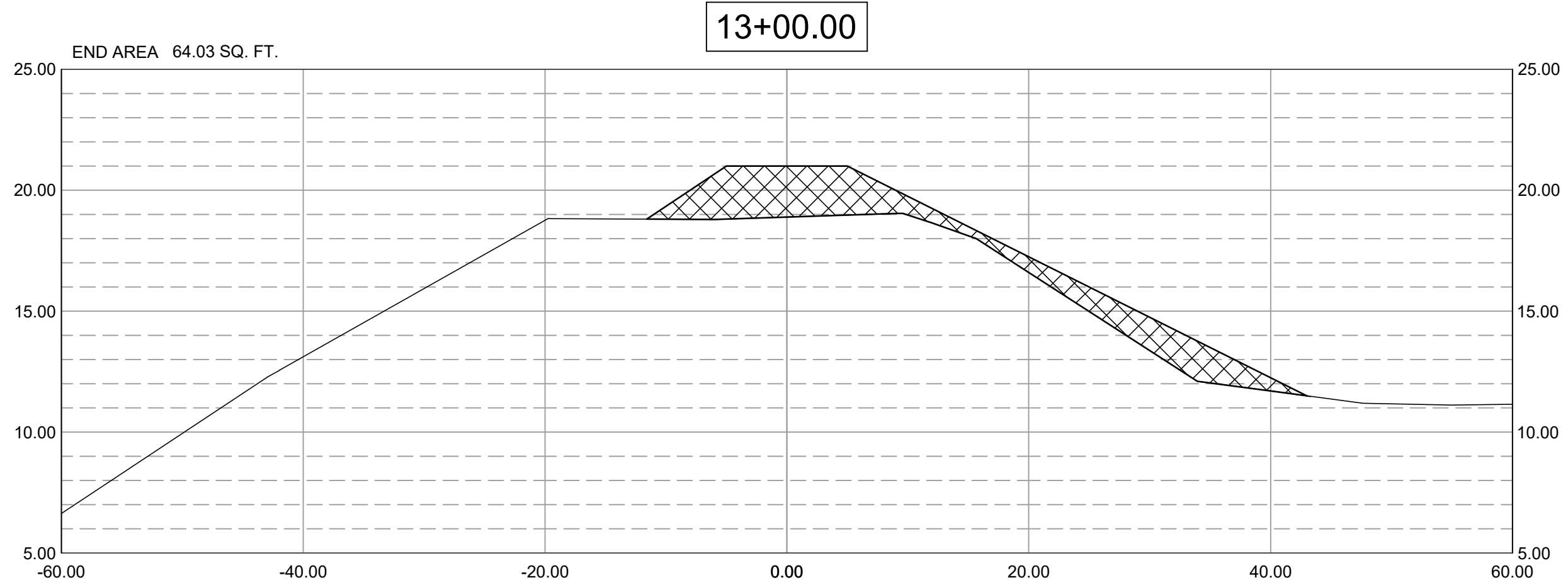
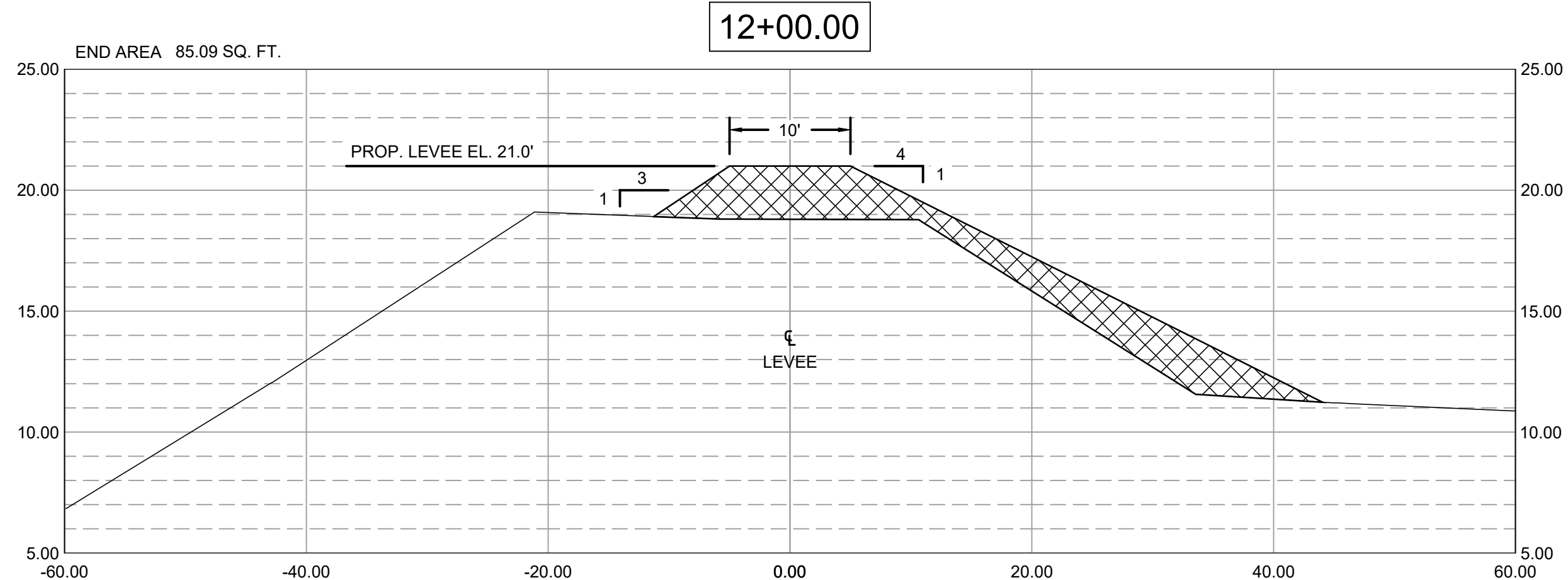
BURROW GLOBAL 

SERVICES, LLC

Texas Firm No. F-5417 www.burrowglobal.com
Engineering Architectural Construction

Drawing No	Rev
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S2 | A



KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV
Client: SABINE NECHES Name: NAVIGATION DISTRICT Plant: PLACEMENT AREA 13 Site: Client Job No:					

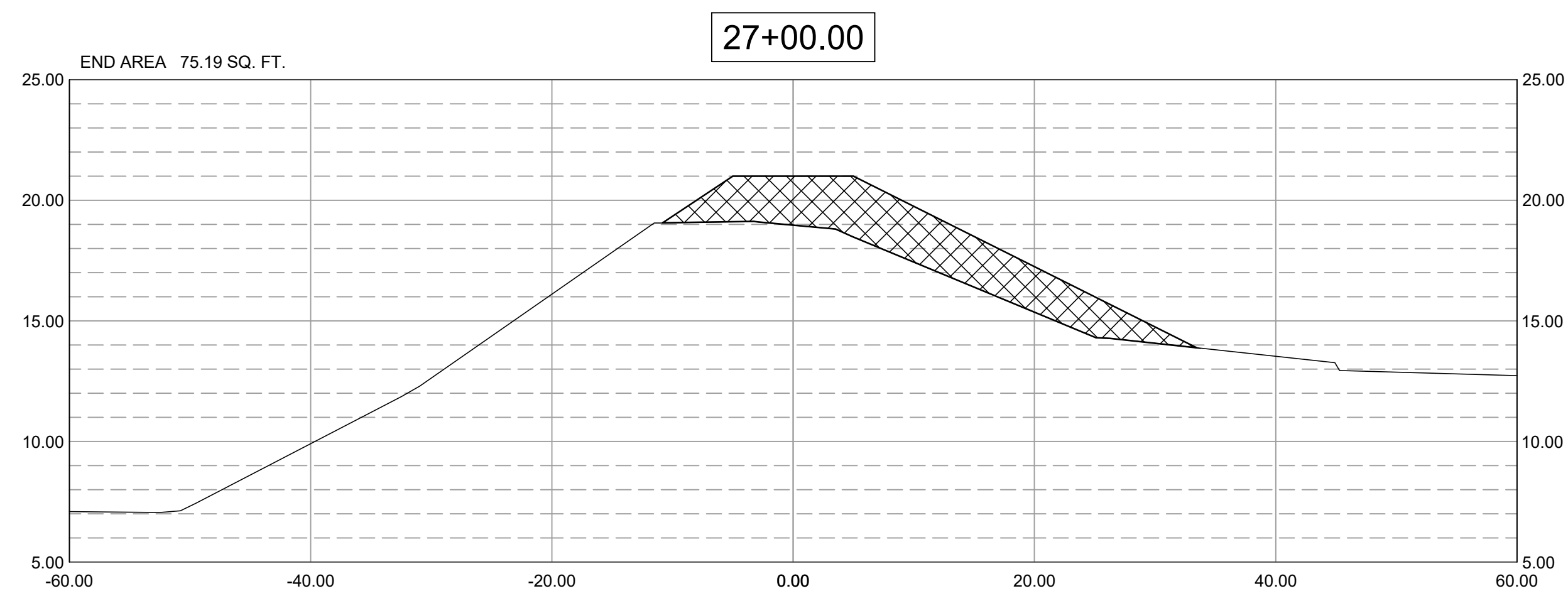
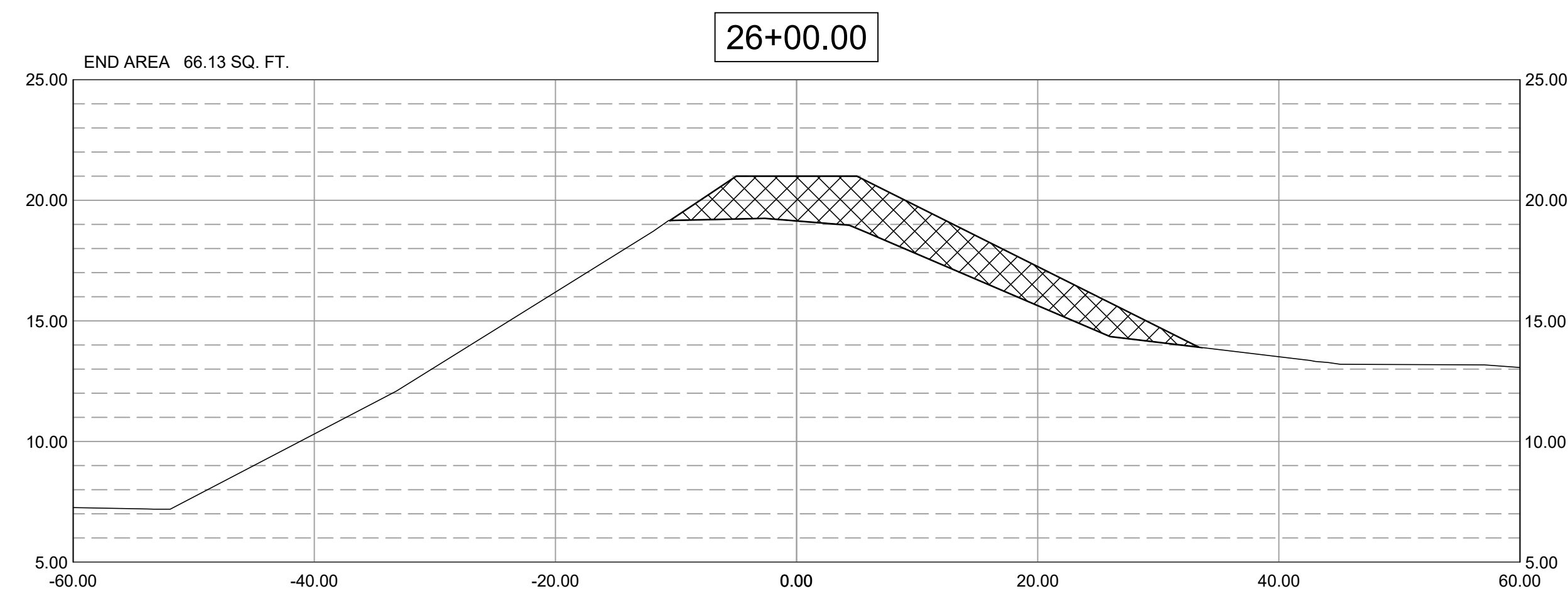
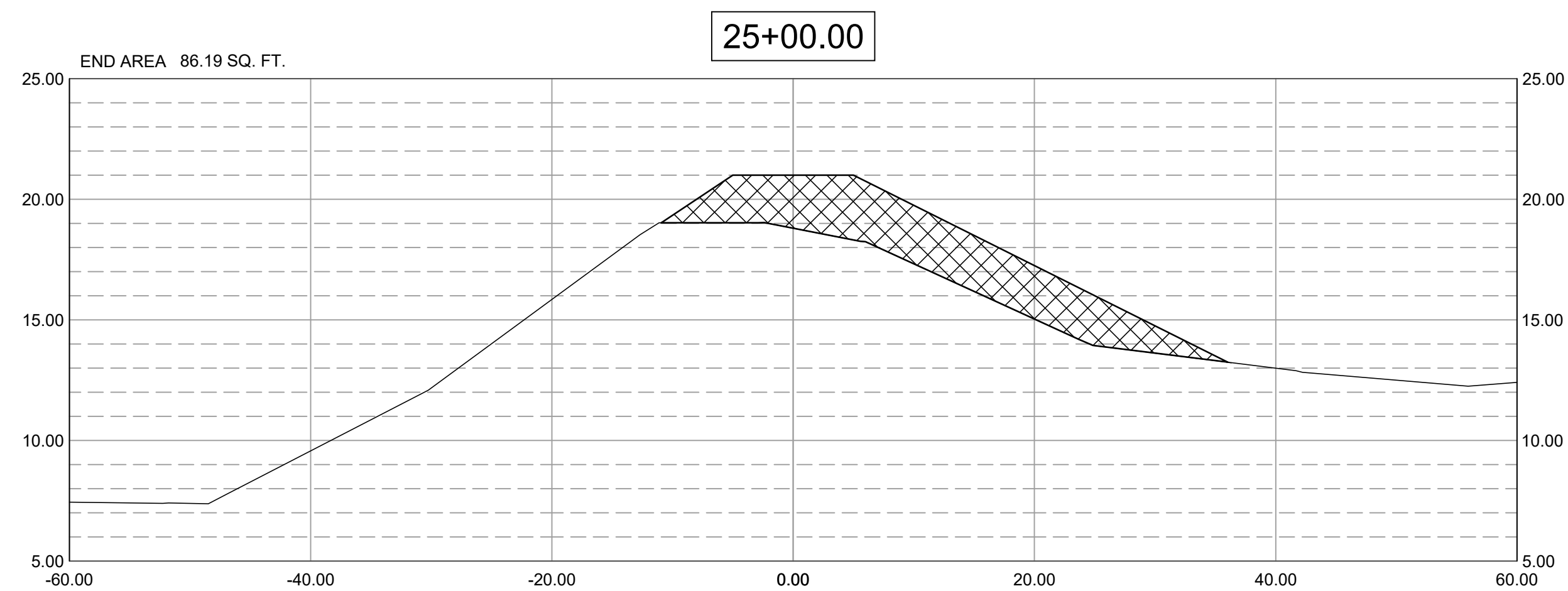
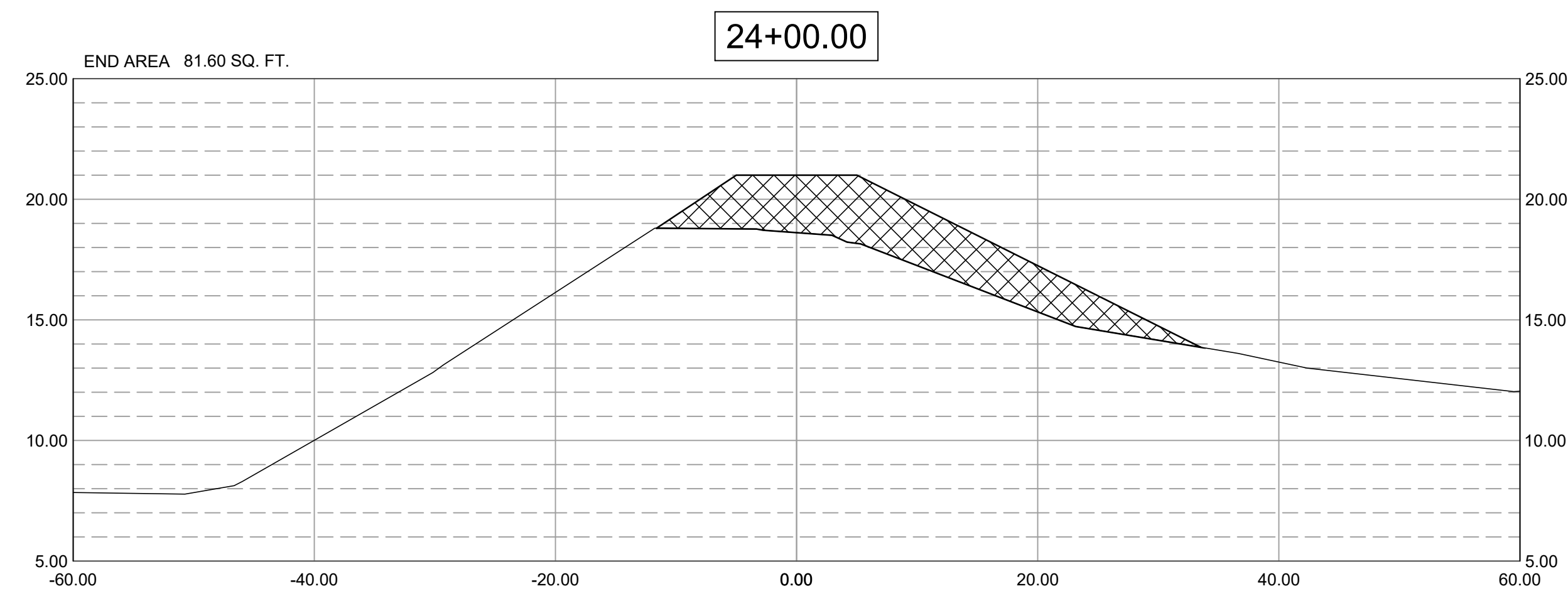
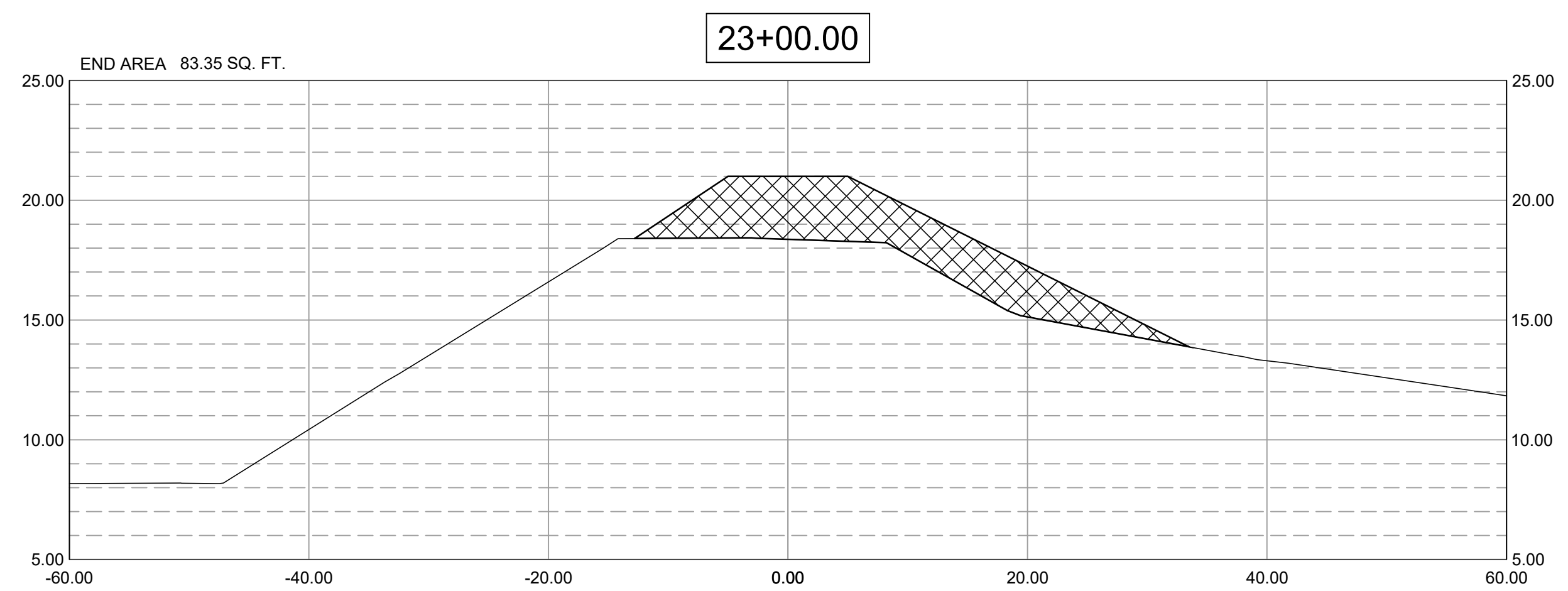
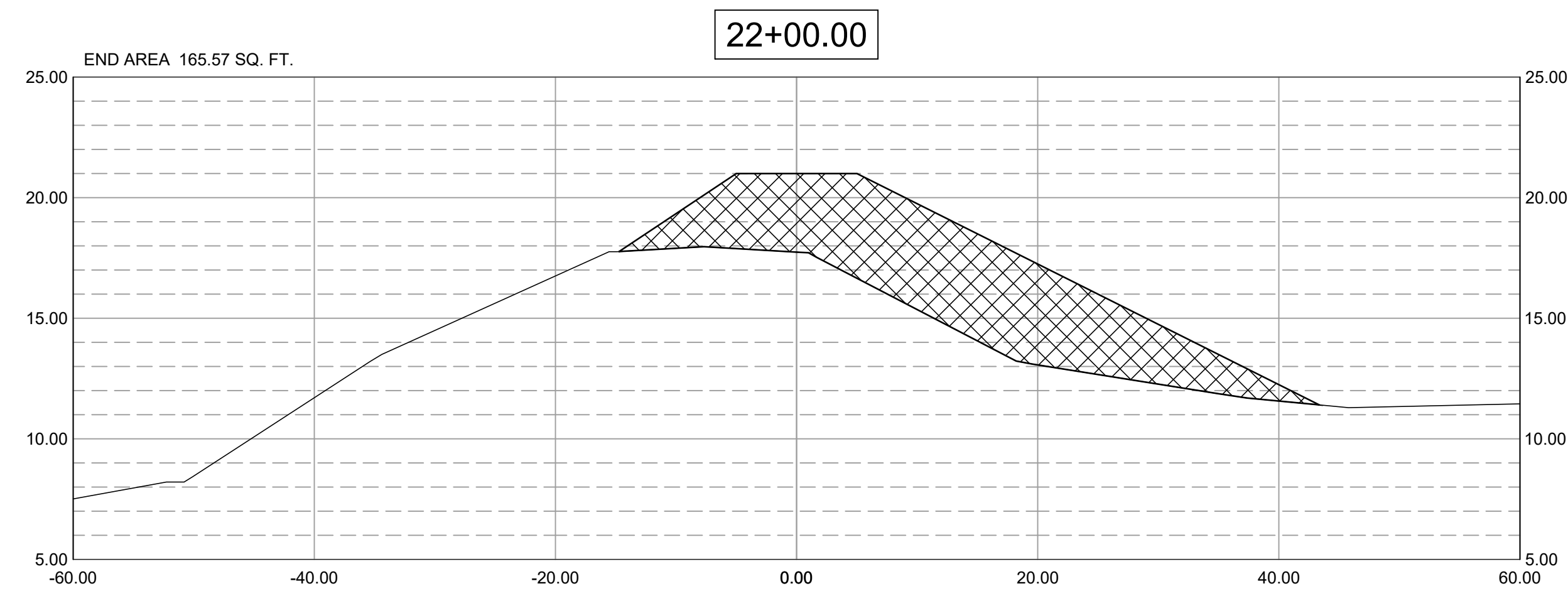
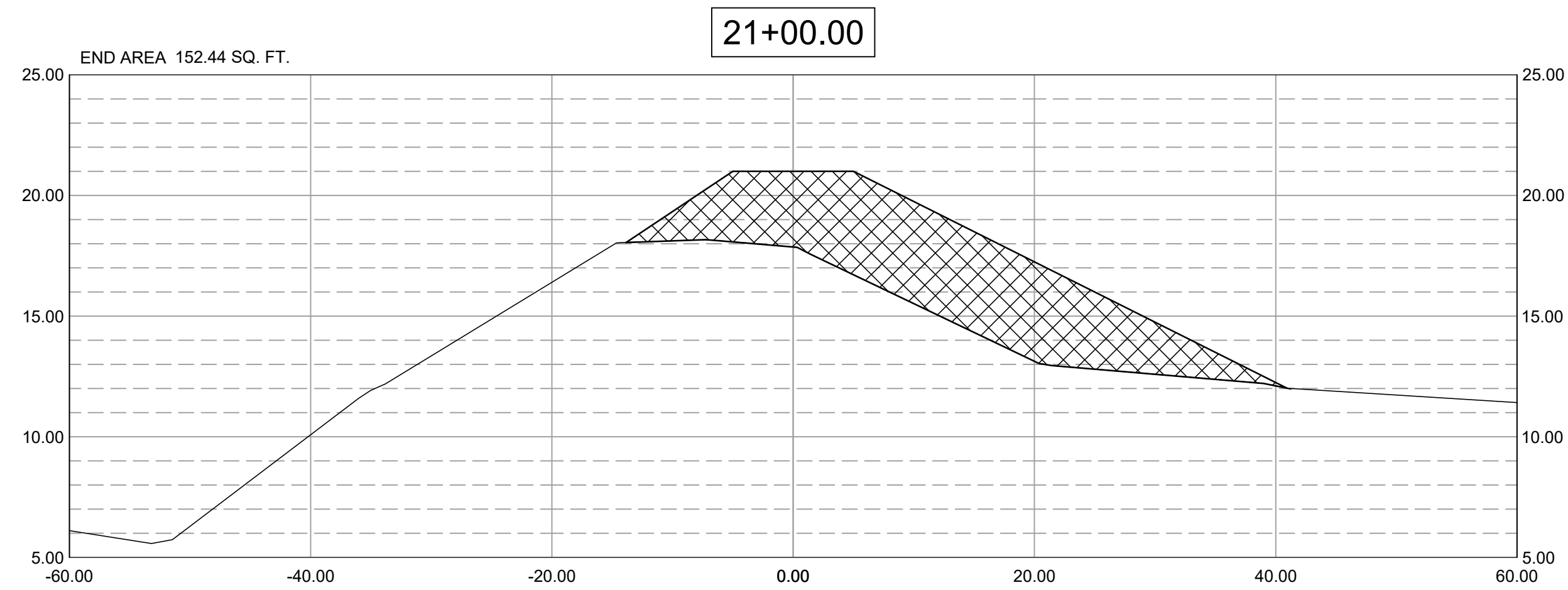
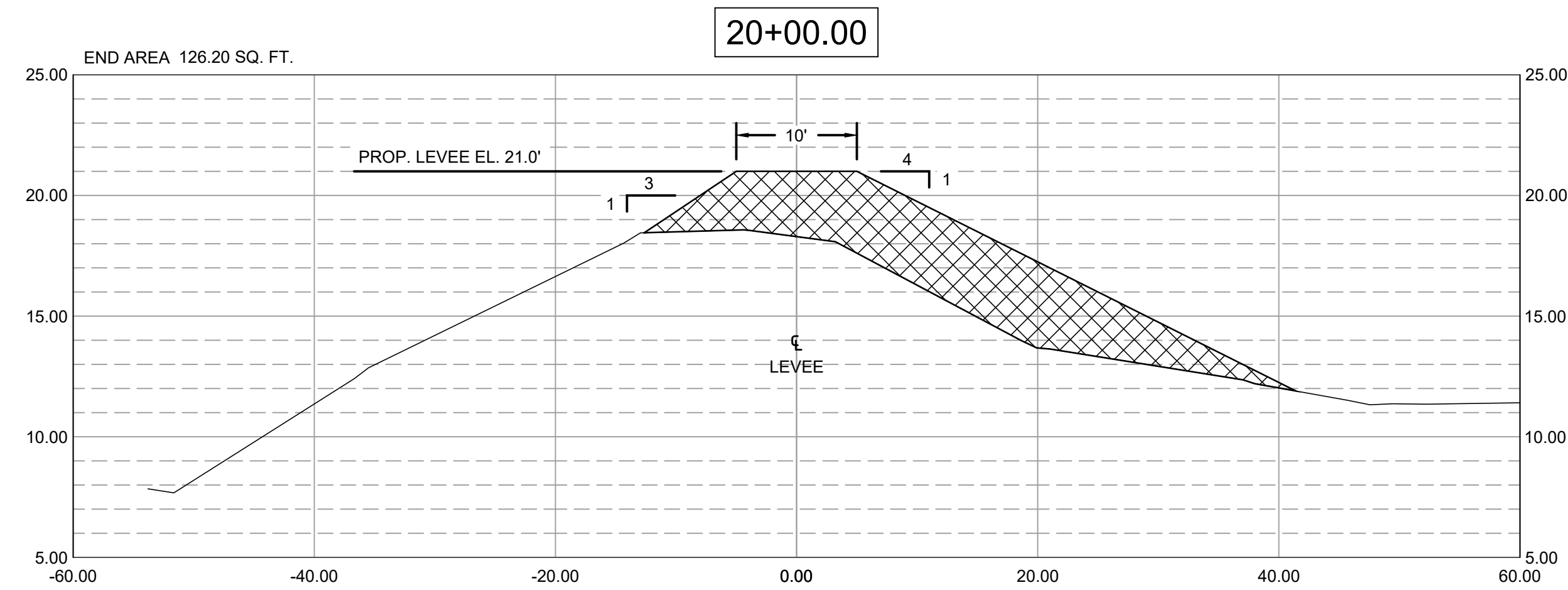
SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13					
Drafter: LRL	12/20/23				
Designer: LRL	12/20/23				
Engineer: RJC	12/20/23				
Checker: KJA	12/20/23				
Manager: KJA	12/20/23				
Project: 4223114		Drawing No		Rev	
Scale: 1" = 10'				S3 A	

ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES

BGS PROJECT: 4223114



ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICE



BGS PROJECT: 4223114

KEY PLAN

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID		LRL	KJA	KJA			
REV	DATE	DESCRIPTION		DRN	CHK	APV			
Client Name:	SABINE NECHES NAVIGATION DISTRICT								
Plant Site:	PLACEMENT AREA 13								
Client Job No:									

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13

Drafter:	LRL	12/20/23
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Designer: LRL	12/20/23
5. <u> </u> <u> </u>	12/20/23

Engineer: RJC	12/20/23
Checker: KJA	12/20/23

Manager: KJA	12/20/23
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Project:	4223114
Scale:	1" = 10'

Scale: 1 = 10

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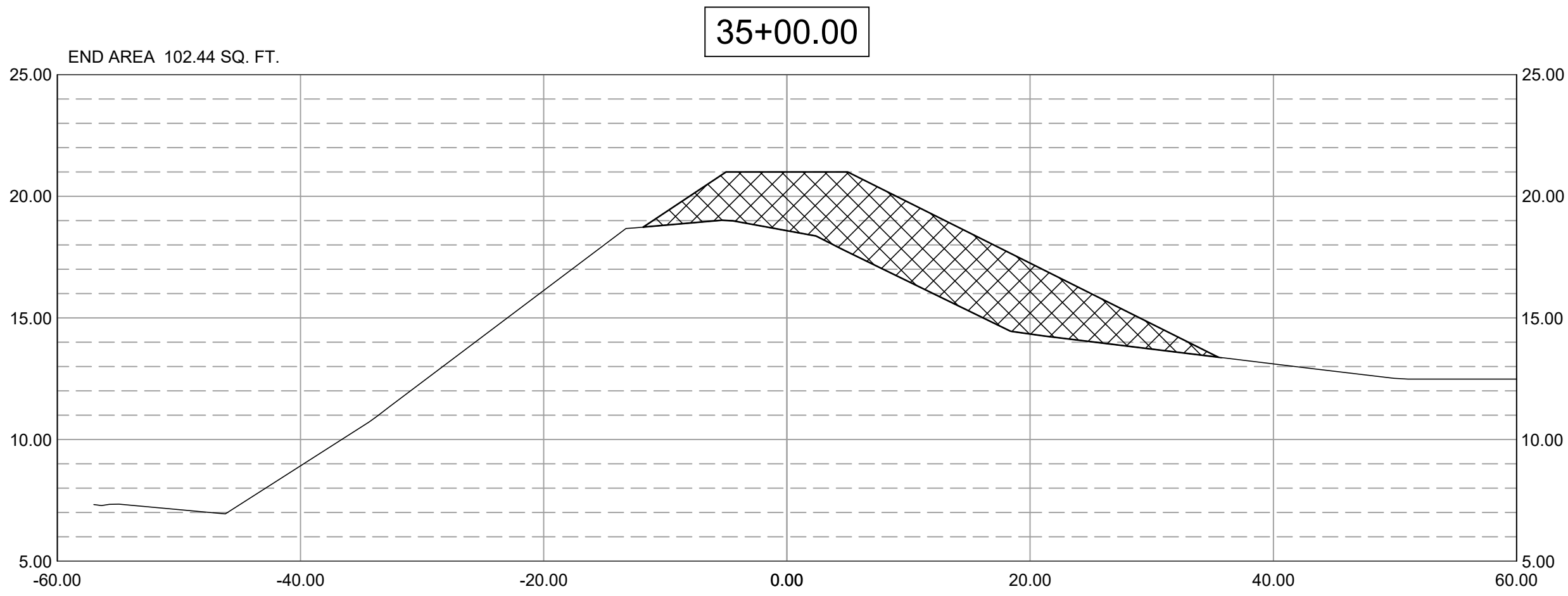
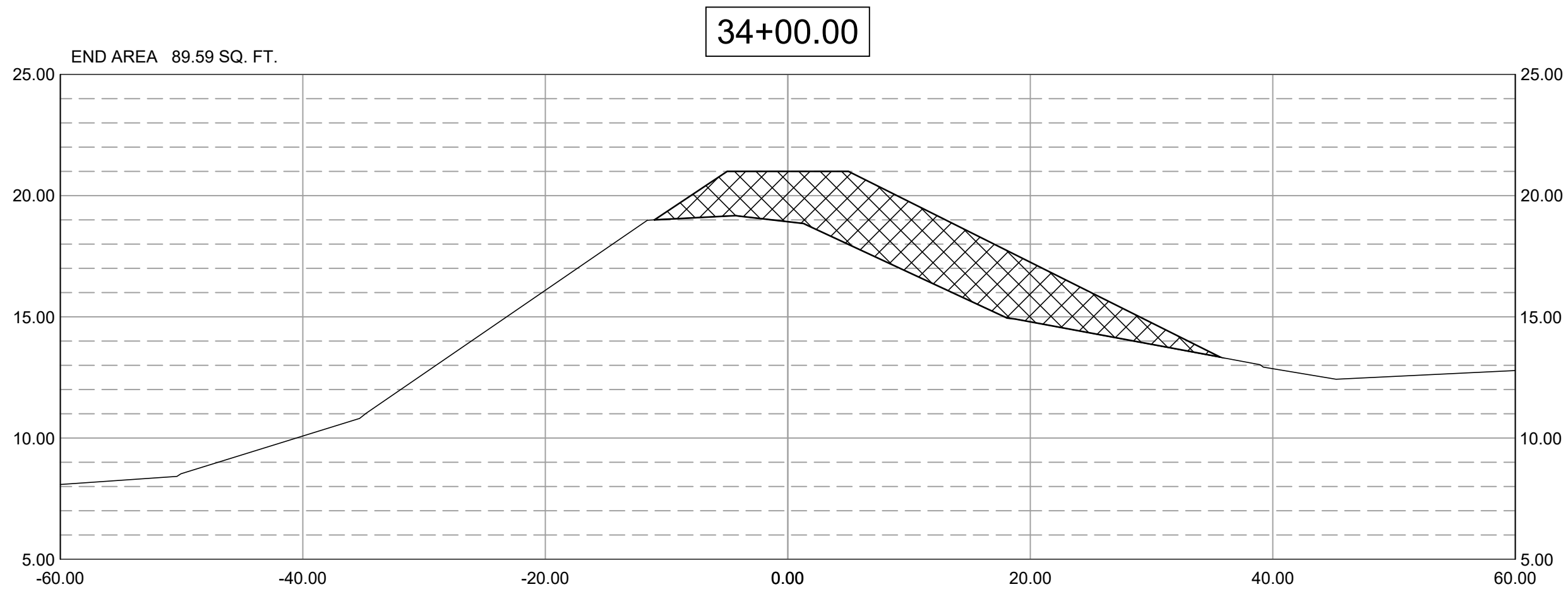
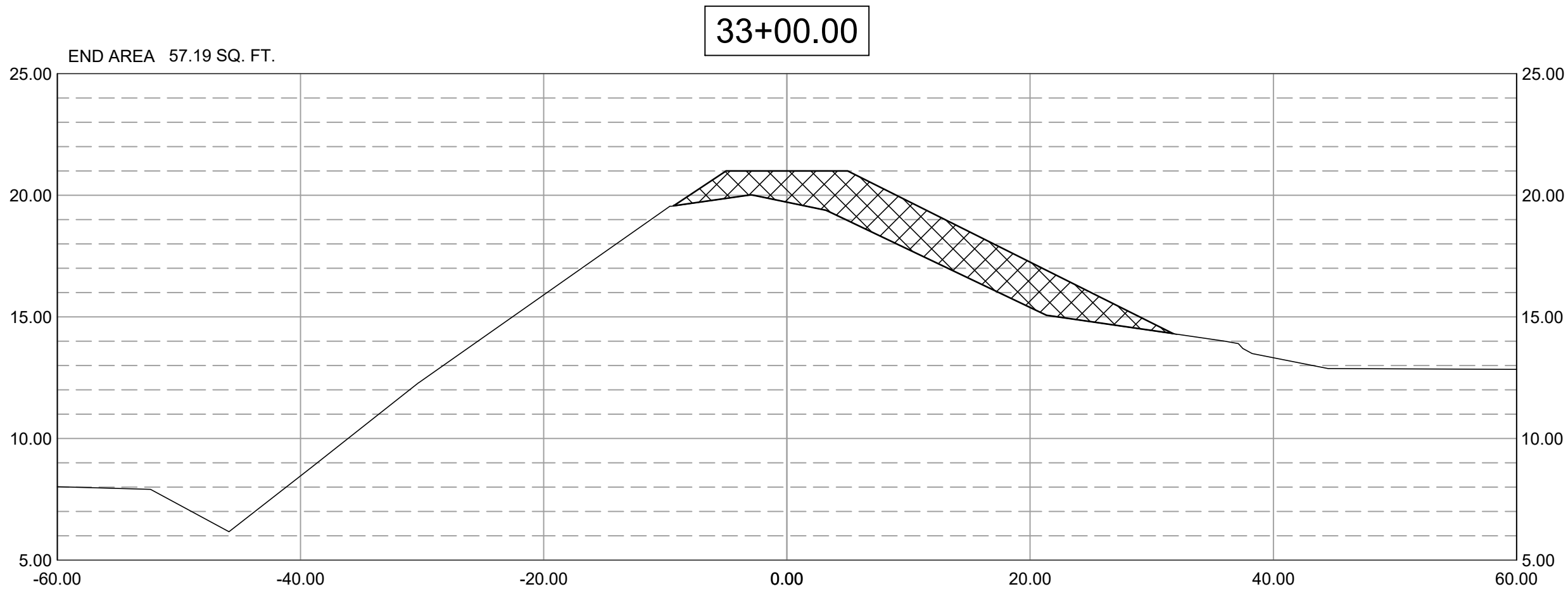
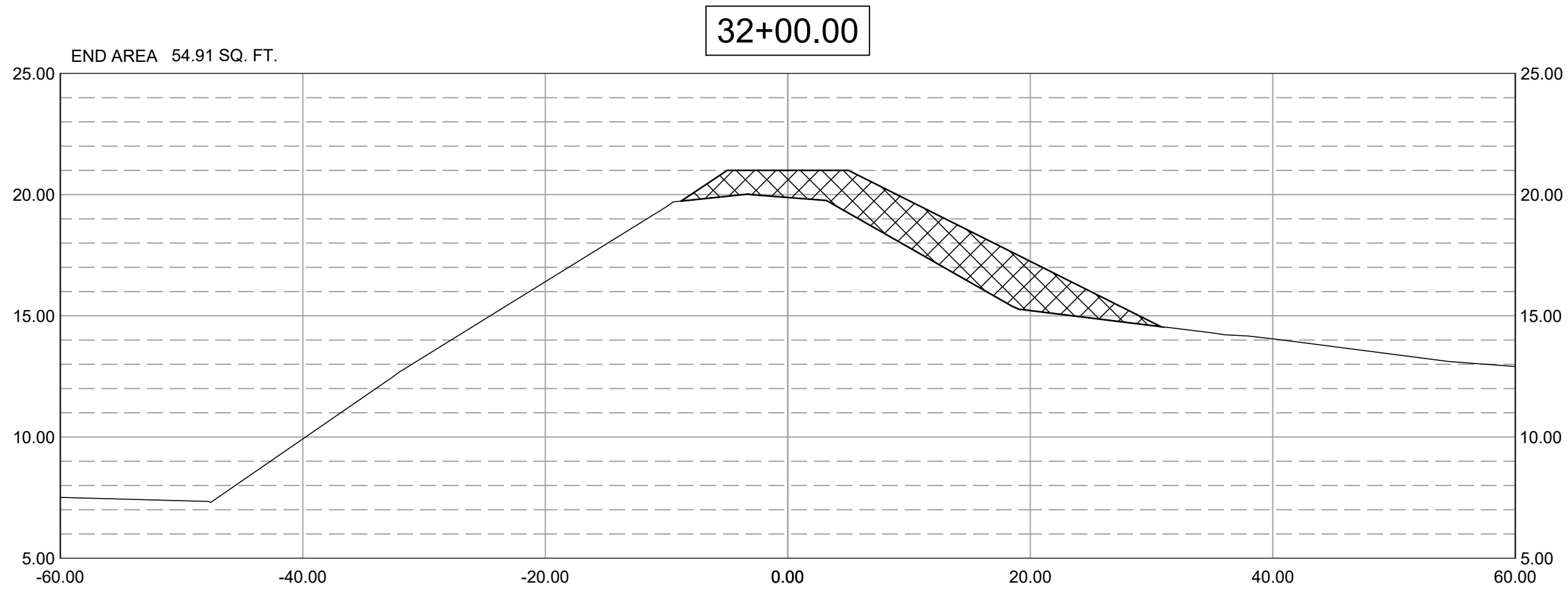
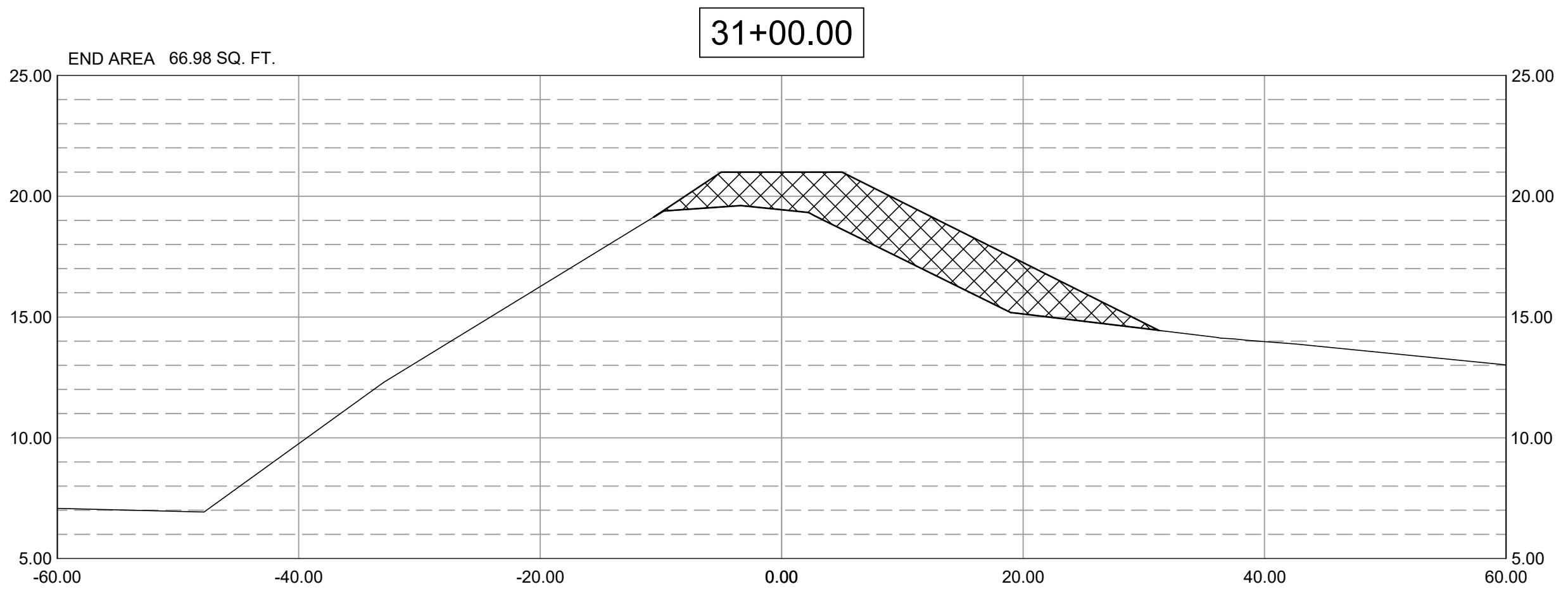
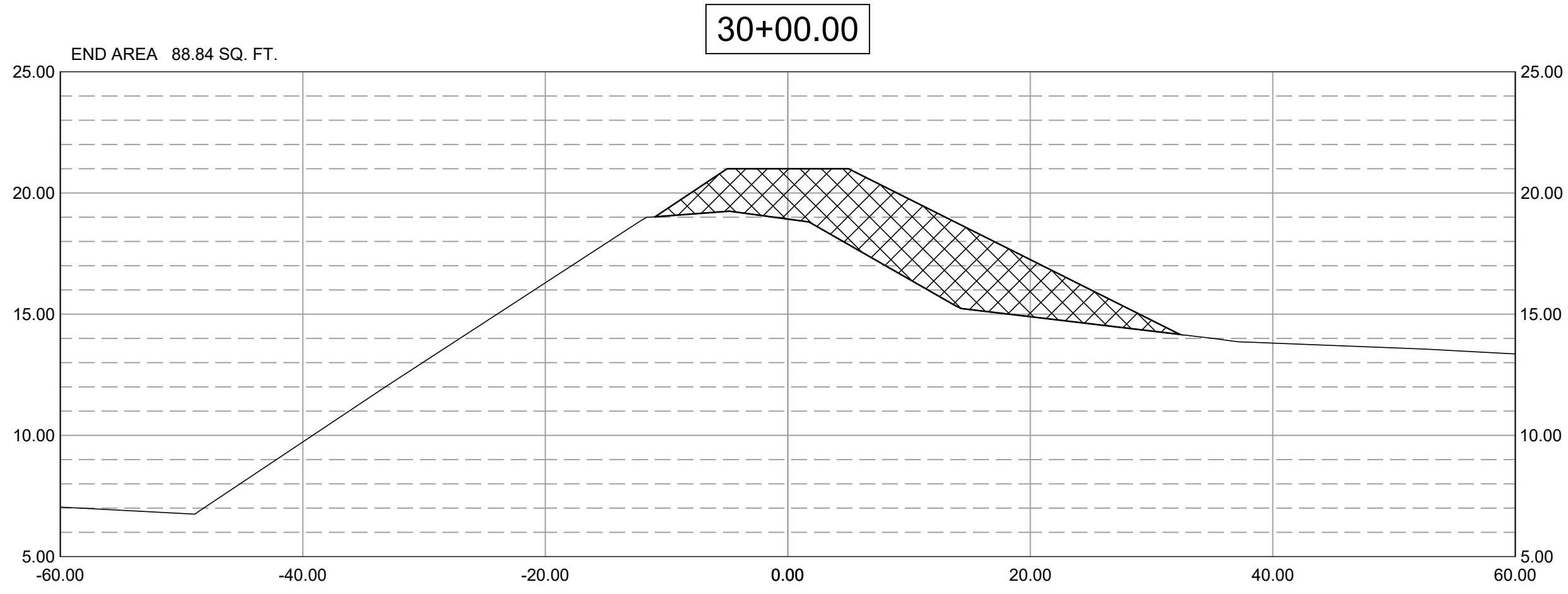
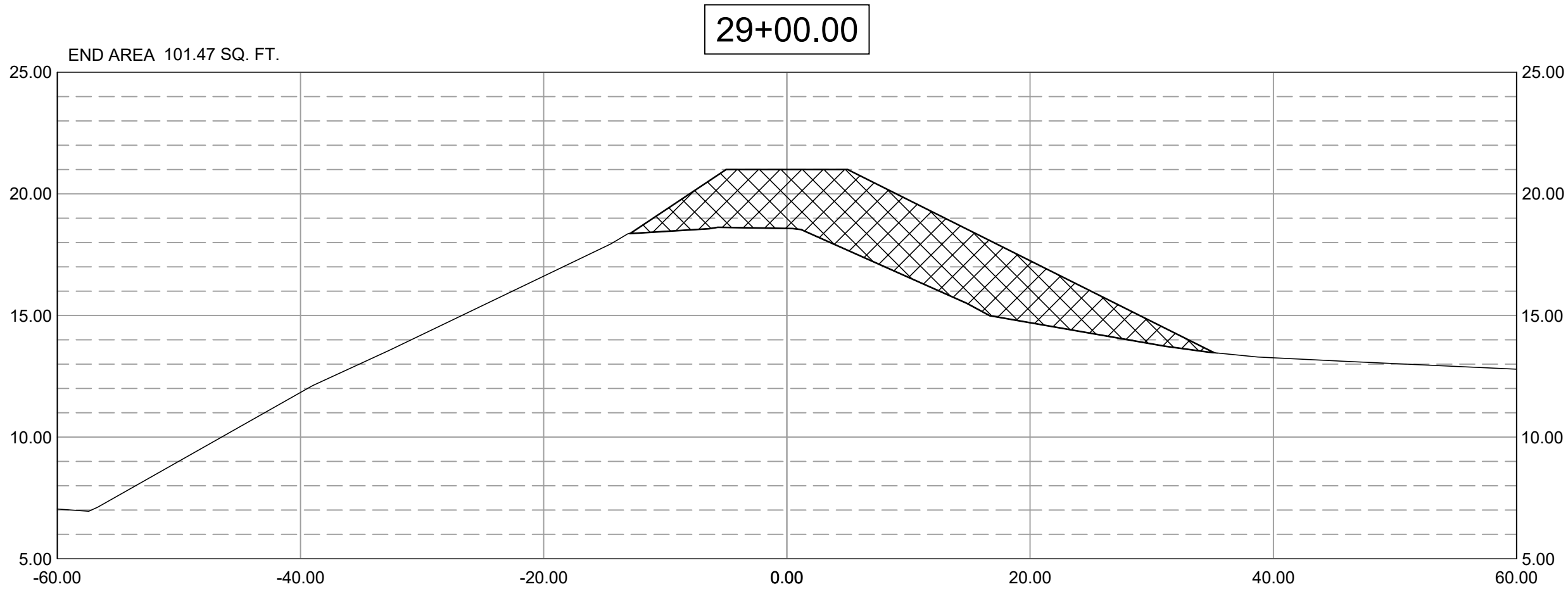
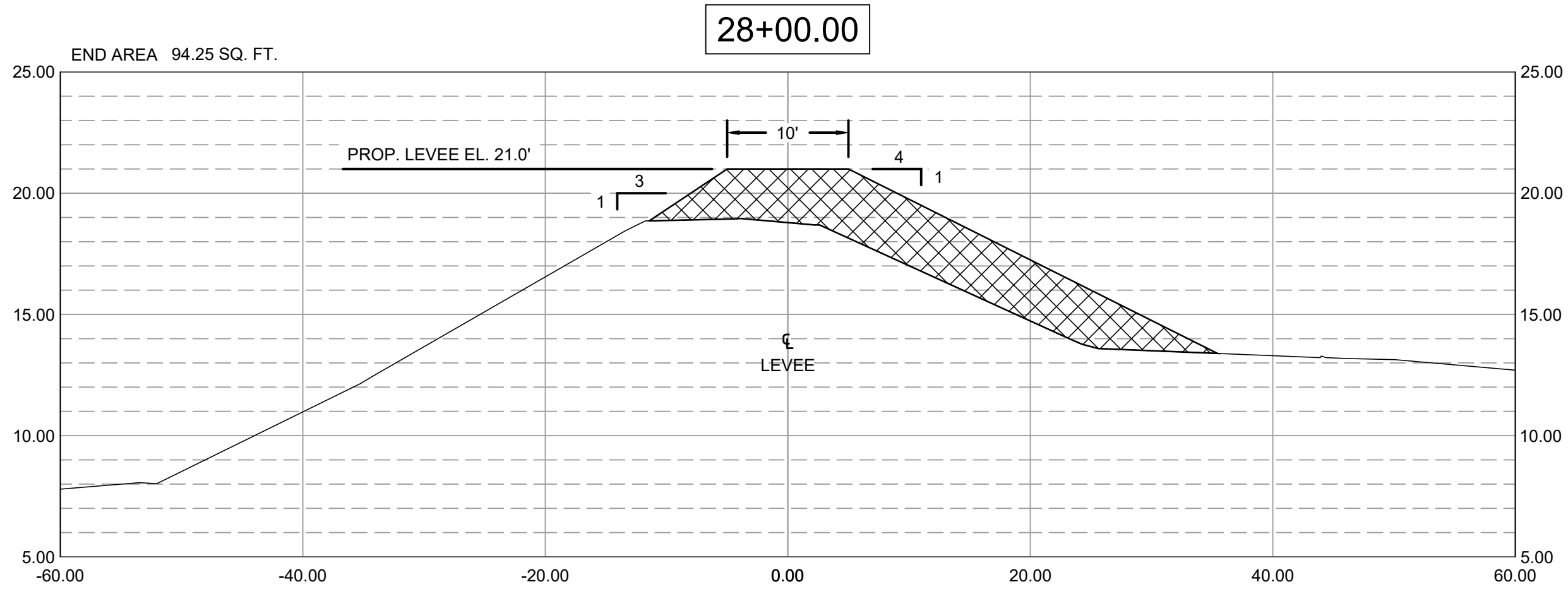
BURROW GLOBAL

Texas Firm No. F-5417 www.burrowglobal.com

Engineering	Architectural	Construction
Design No.		Drawn

Drawing No	Rev
S4	A

5	1
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KEY PLAN


NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV
Client: SABINE NECHES Name: NAVIGATION DISTRICT Plant: PLACEMENT AREA 13 Site: Client Job No:					

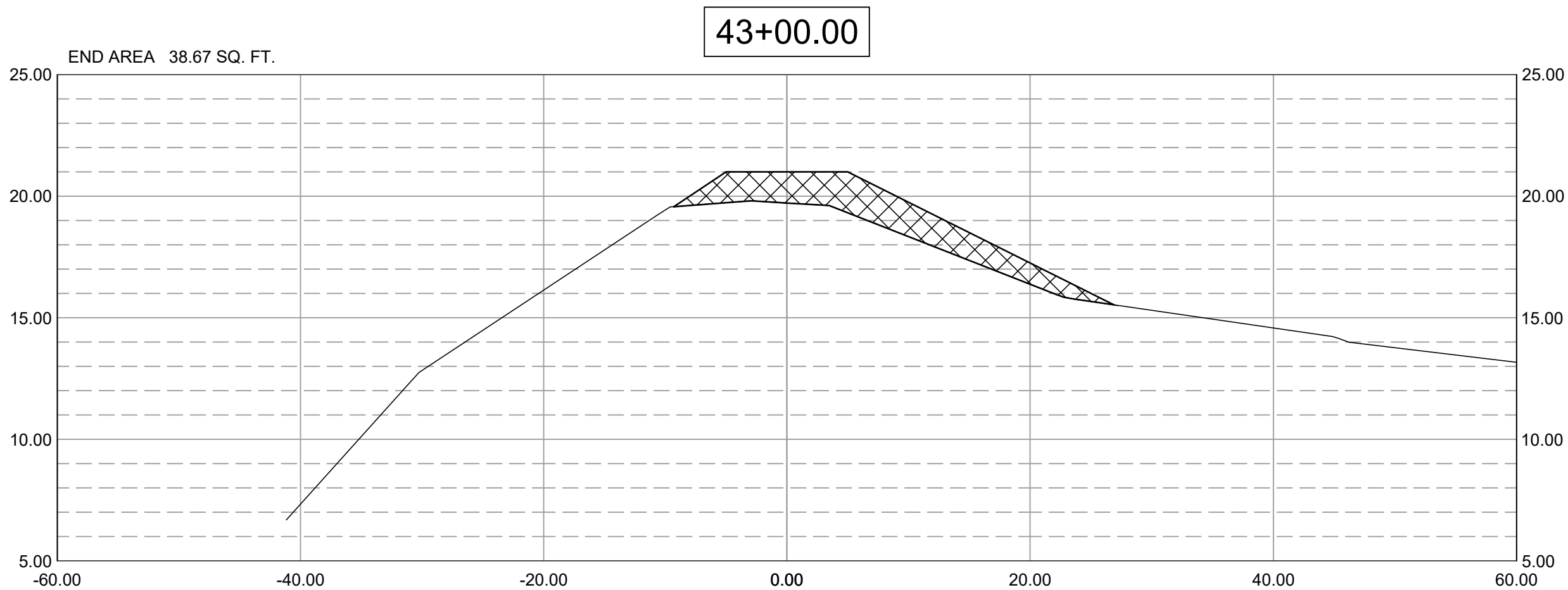
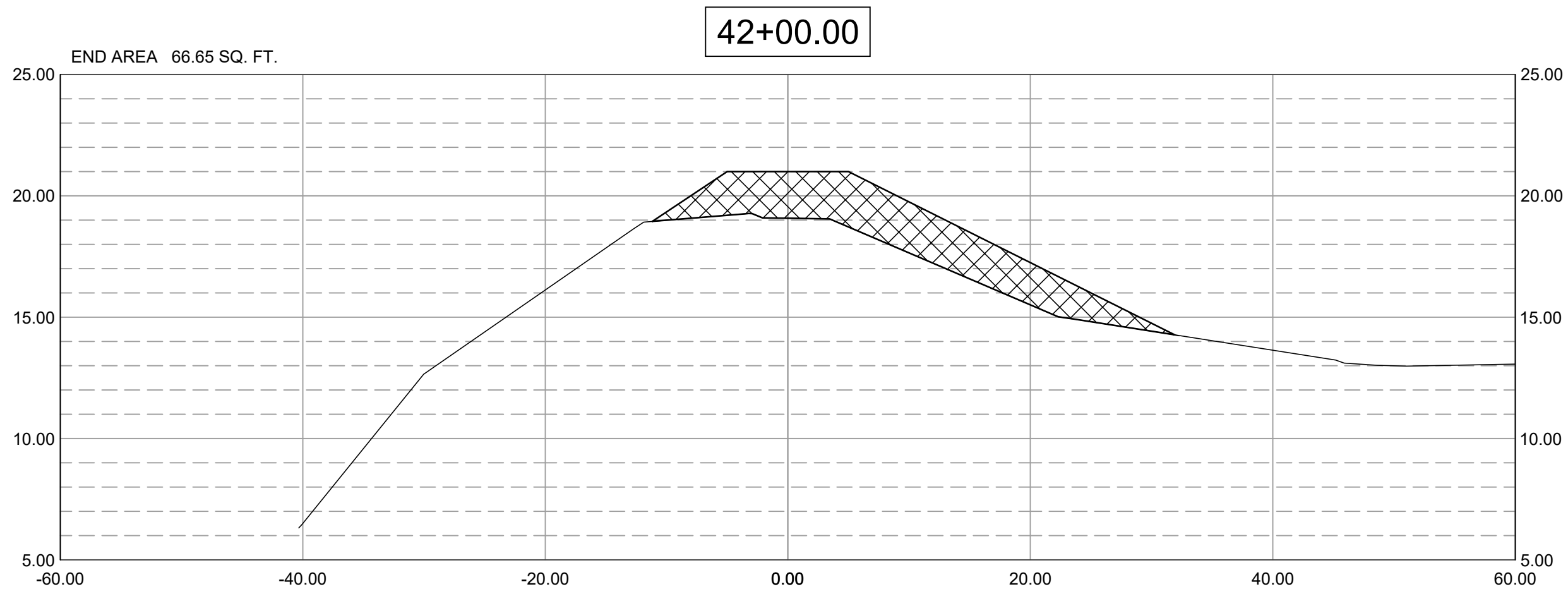
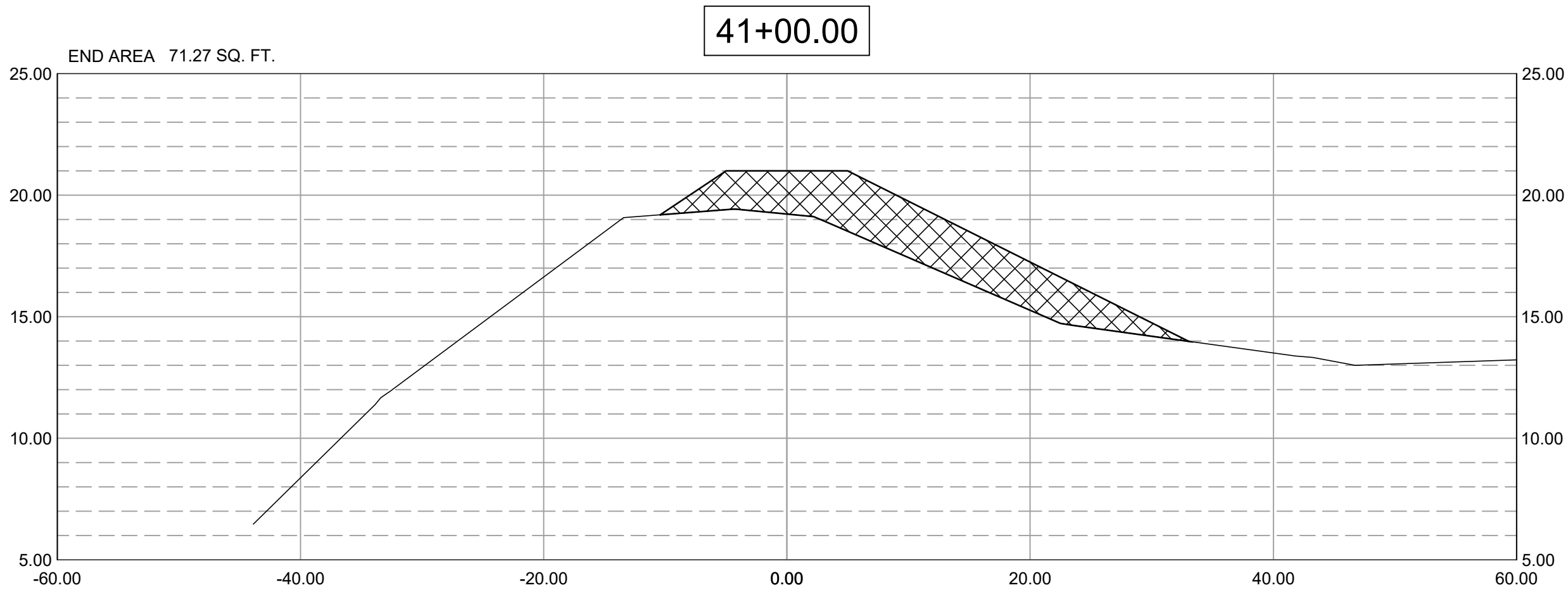
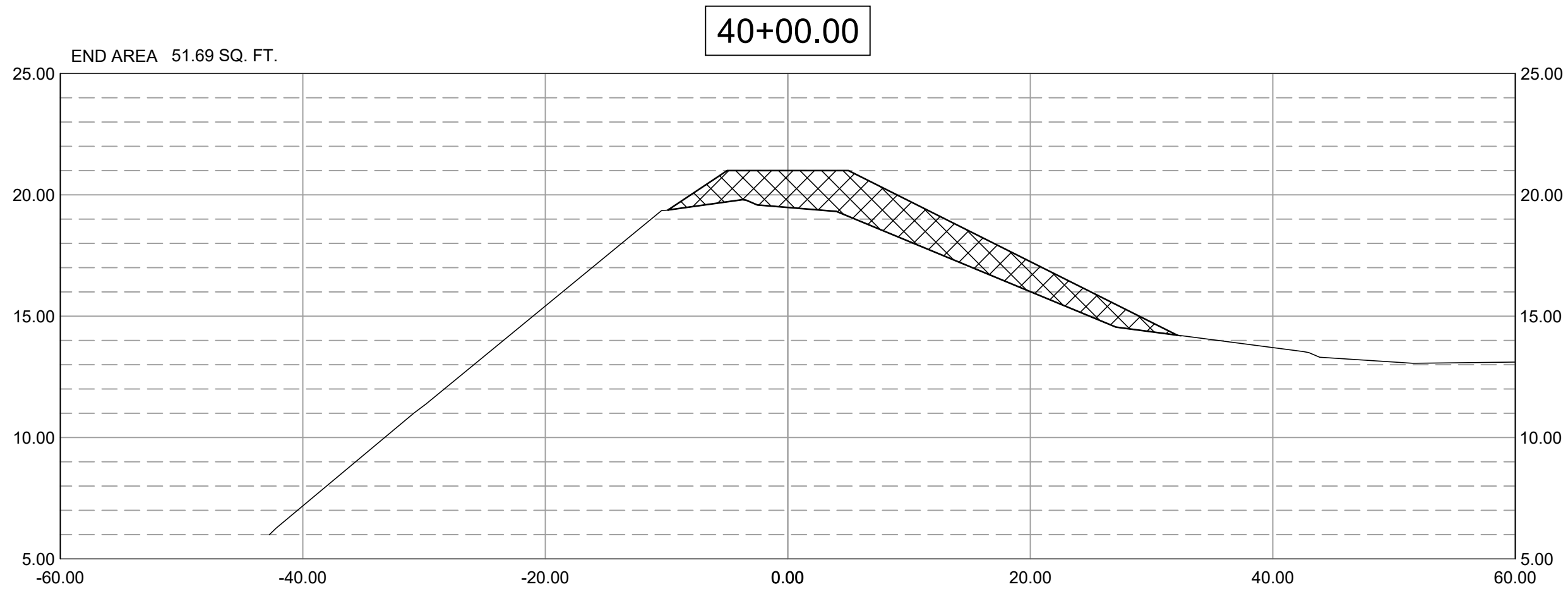
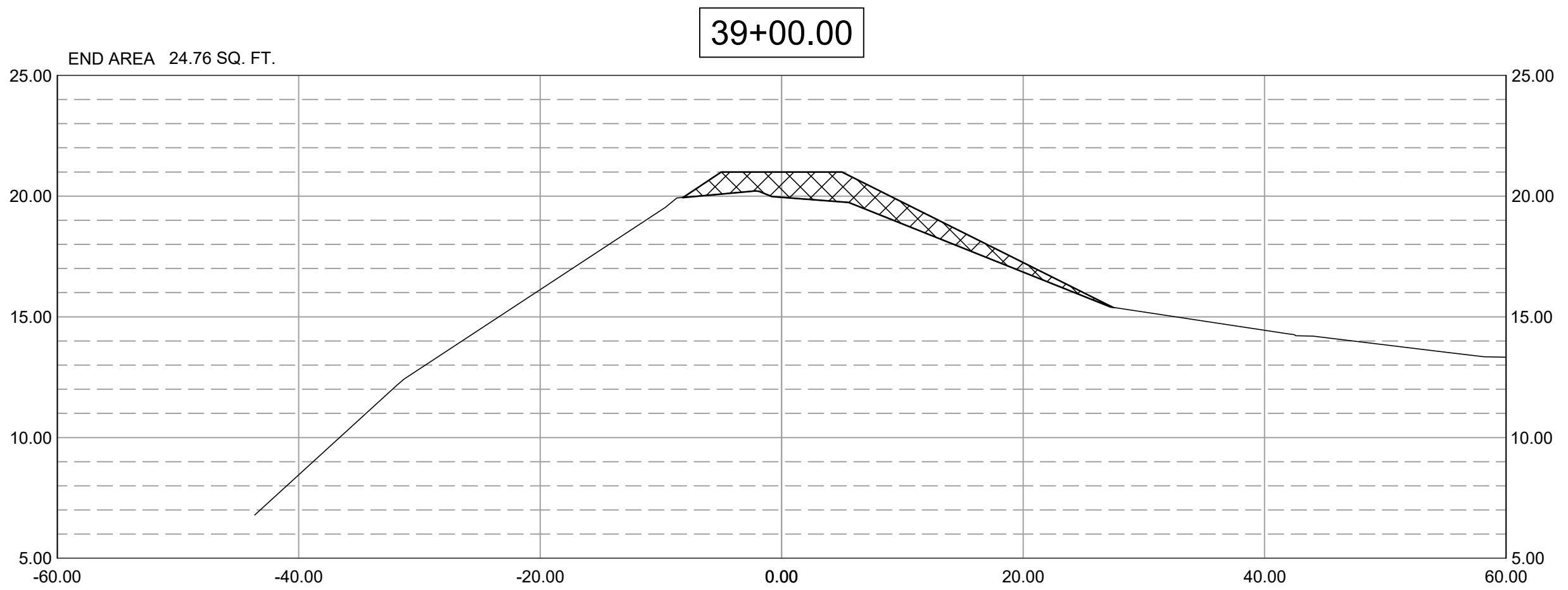
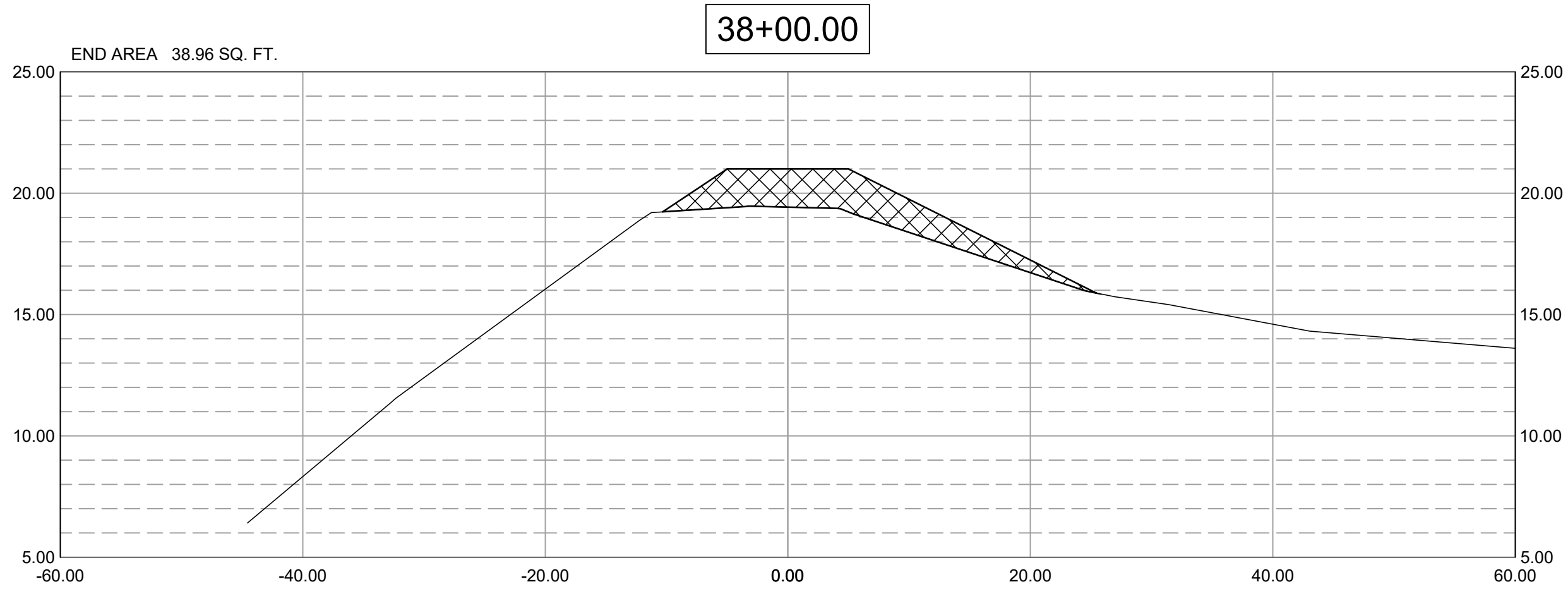
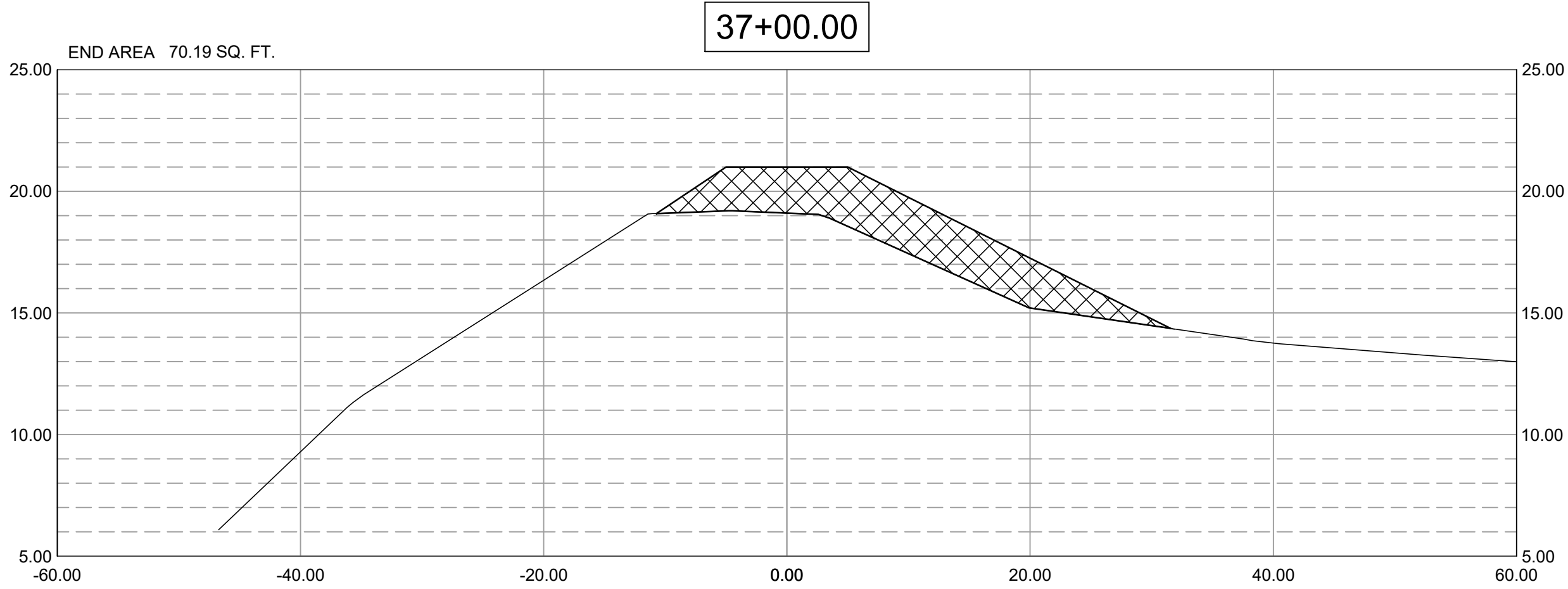
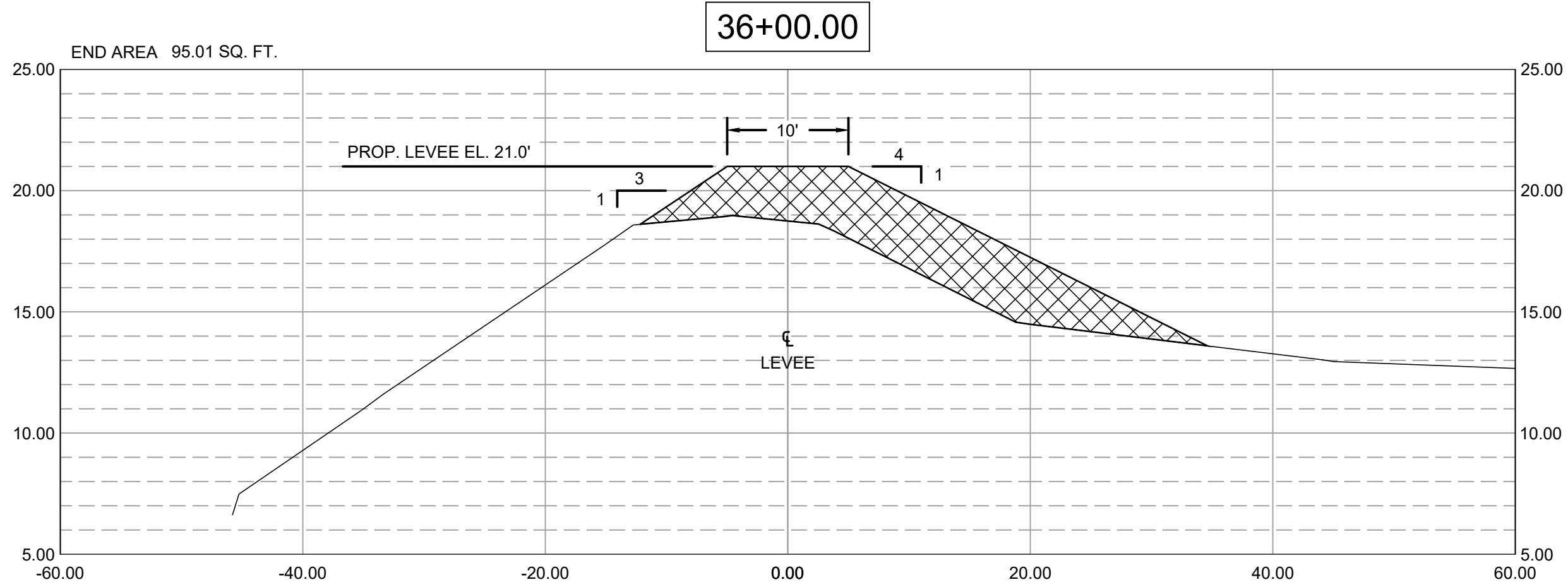
SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13			<div><p>BURROW GLOBAL SERVICES, LLC</p><p>Texas Firm No. F-5417 www.burrowglobal.com</p><p>Engineering Architectural Construction</p></div>		
Drafter: LRL	12/20/23				
Designer: LRL	12/20/23				
Engineer: RJC	12/20/23				
Checker: KJA	12/20/23				
Manager: KJA	12/20/23				
Project: 4223114			<div>Drawing No</div> <div><div>S5</div><div>A</div></div> <div>Rev</div>		
Scale: 1" = 10'					

ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES

BGS PROJECT: 4223114



KEY PLAN


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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV
Client: SABINE NECHES Name: NAVIGATION DISTRICT Plant: PLACEMENT AREA 13 Site: Client Job No:					

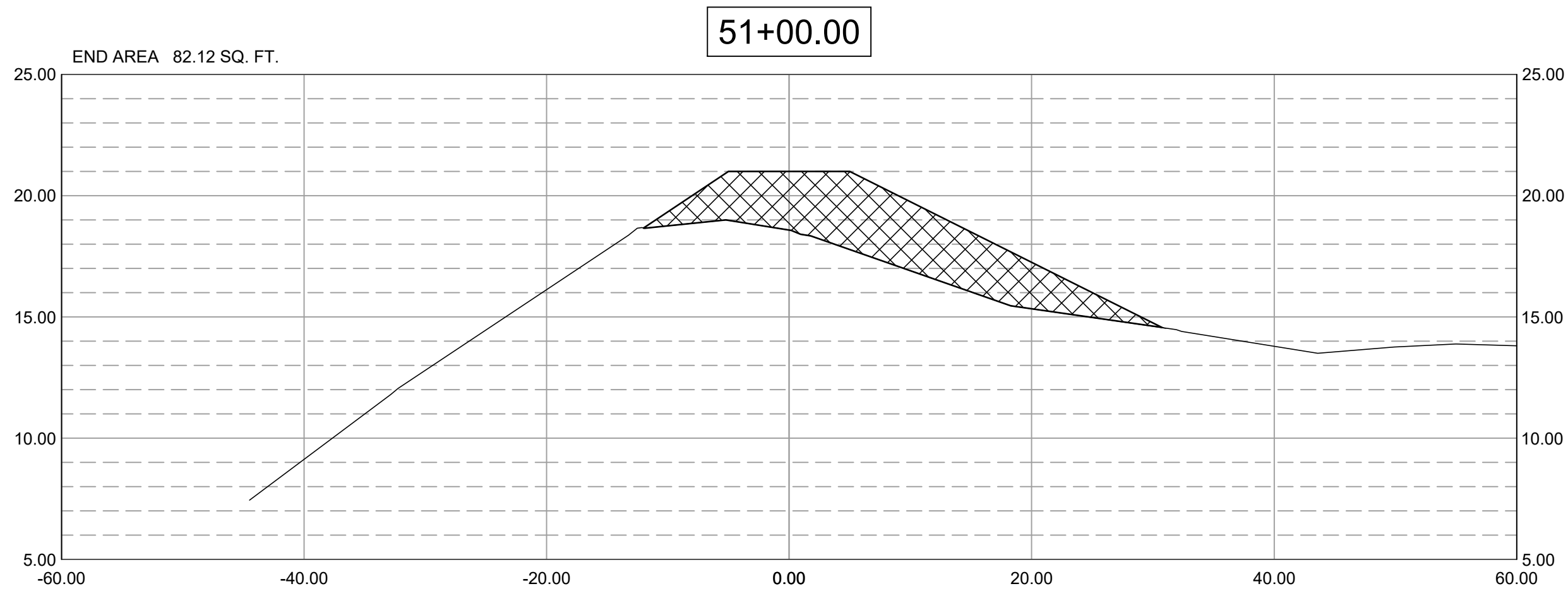
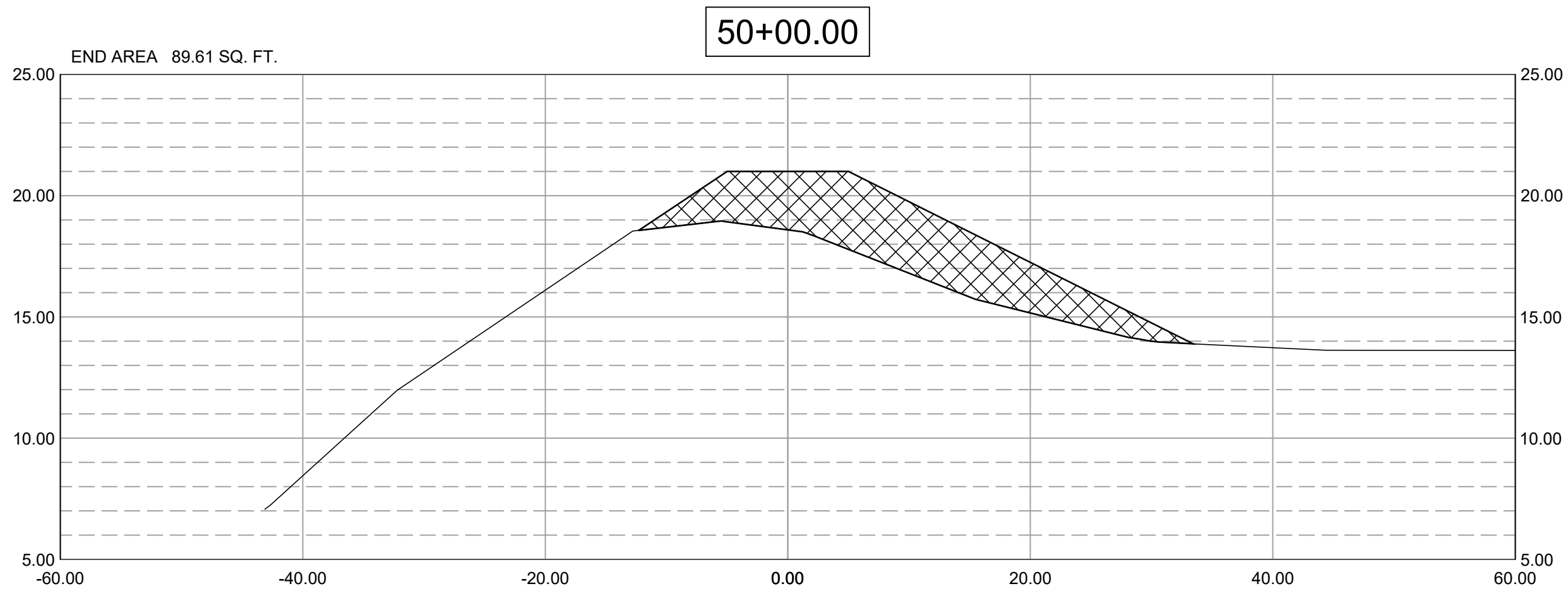
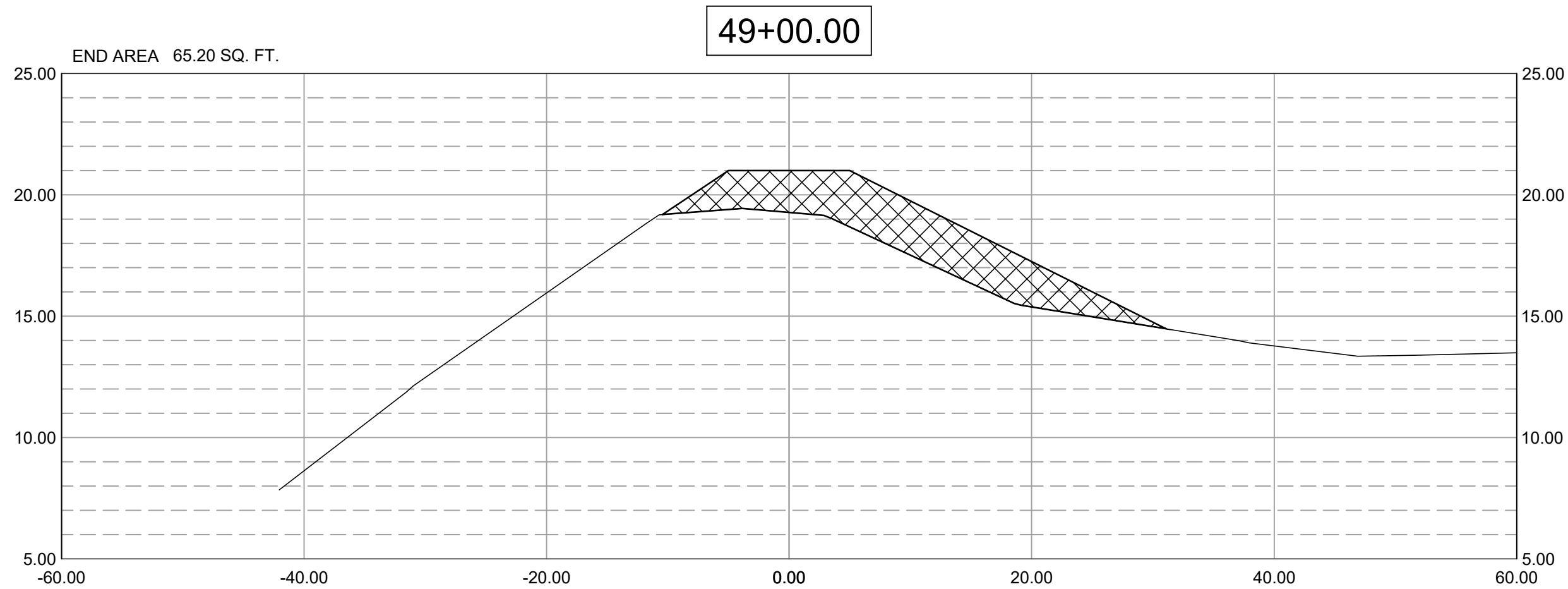
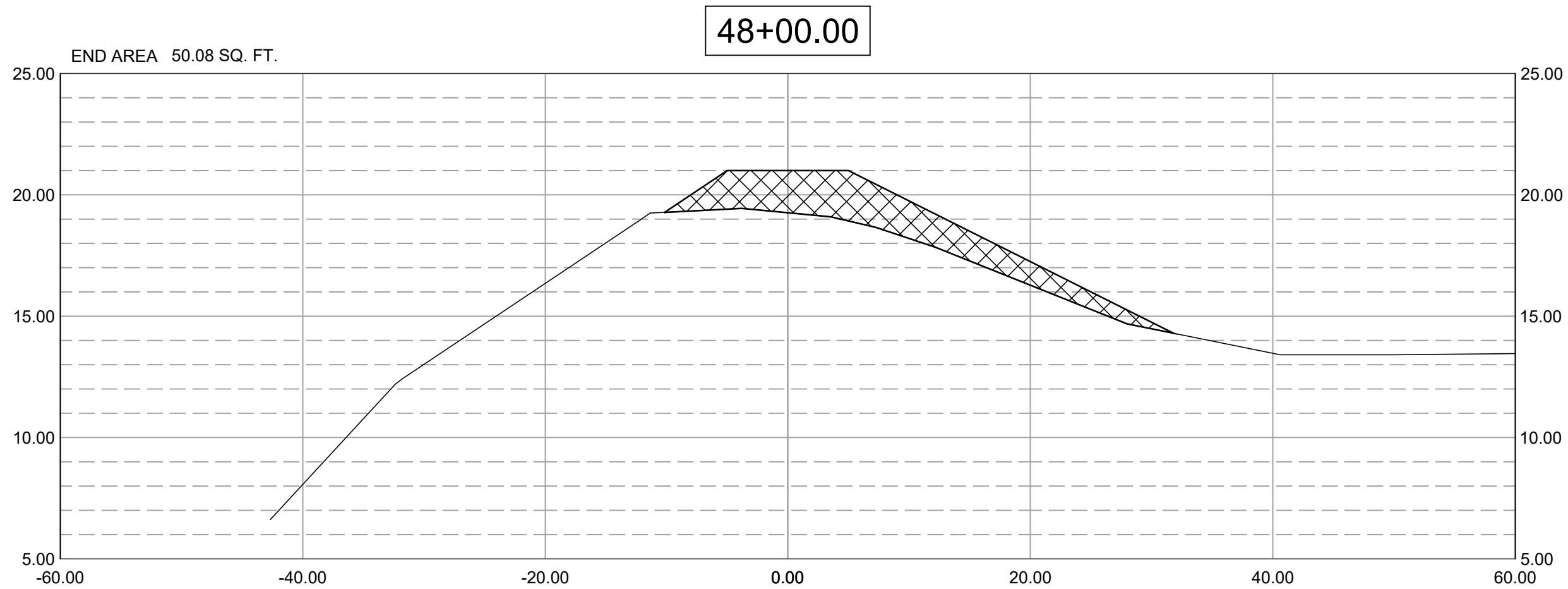
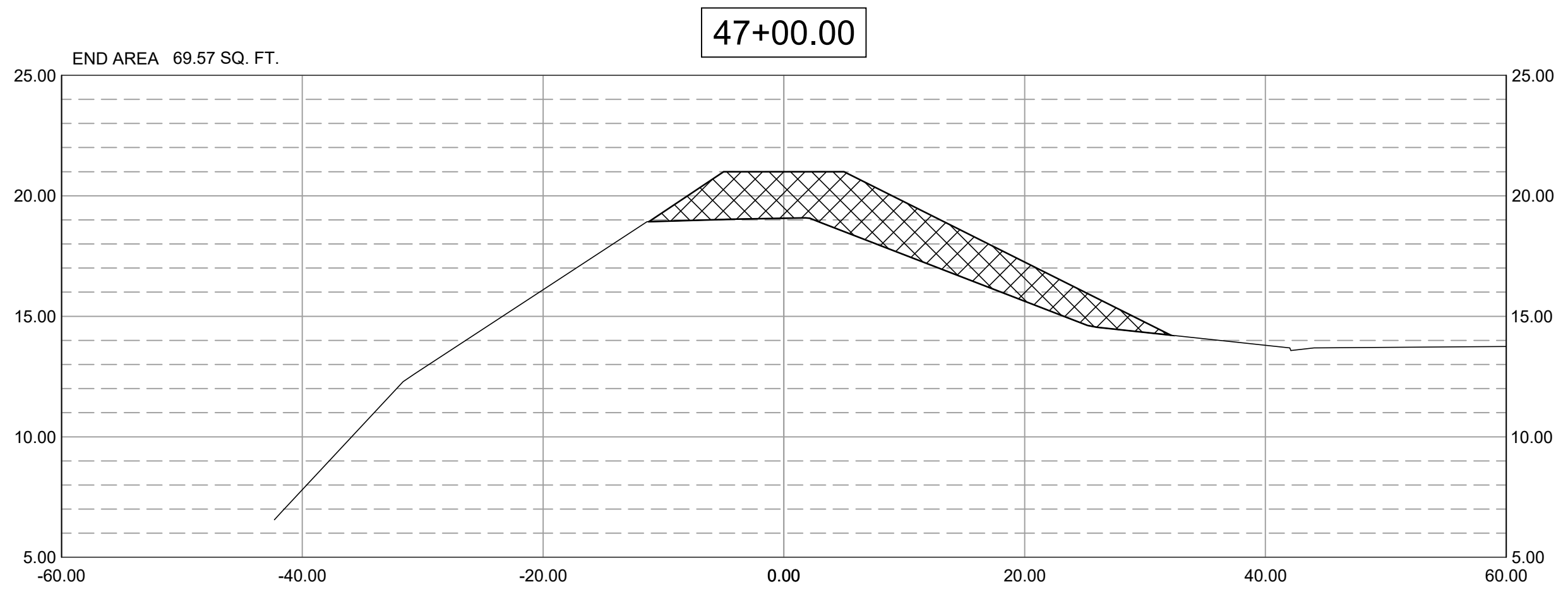
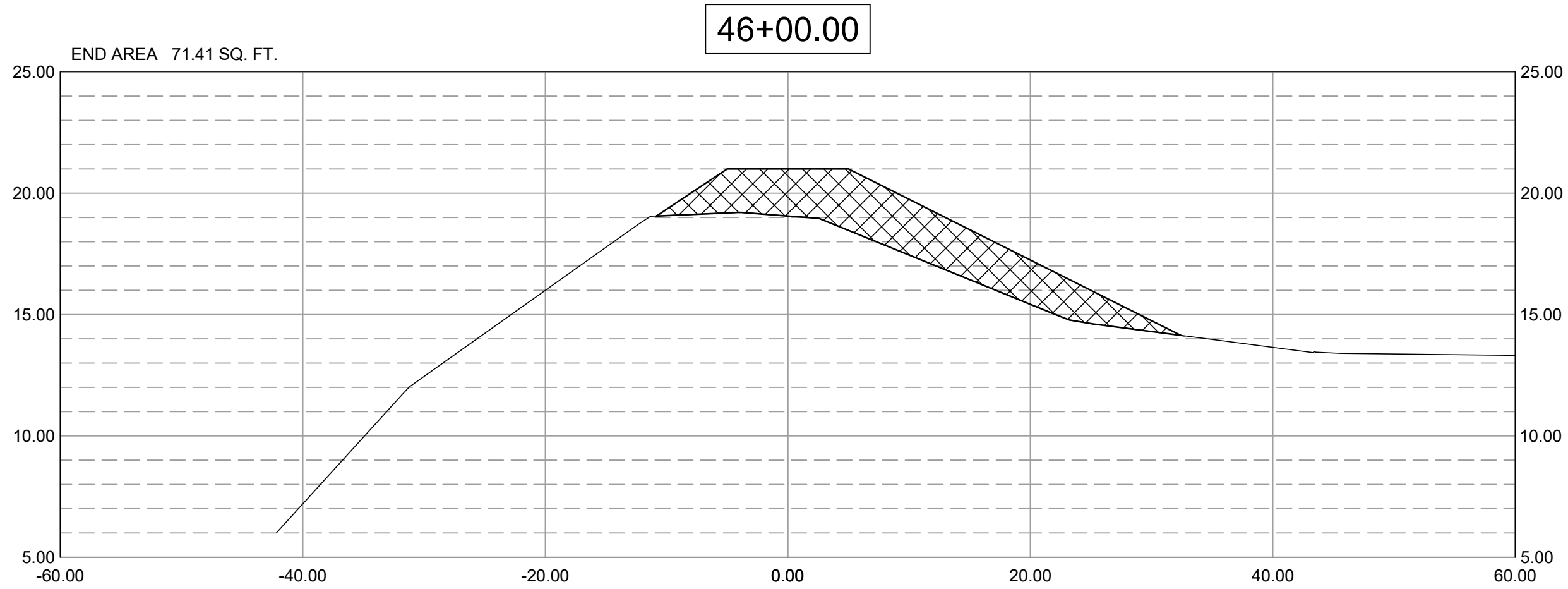
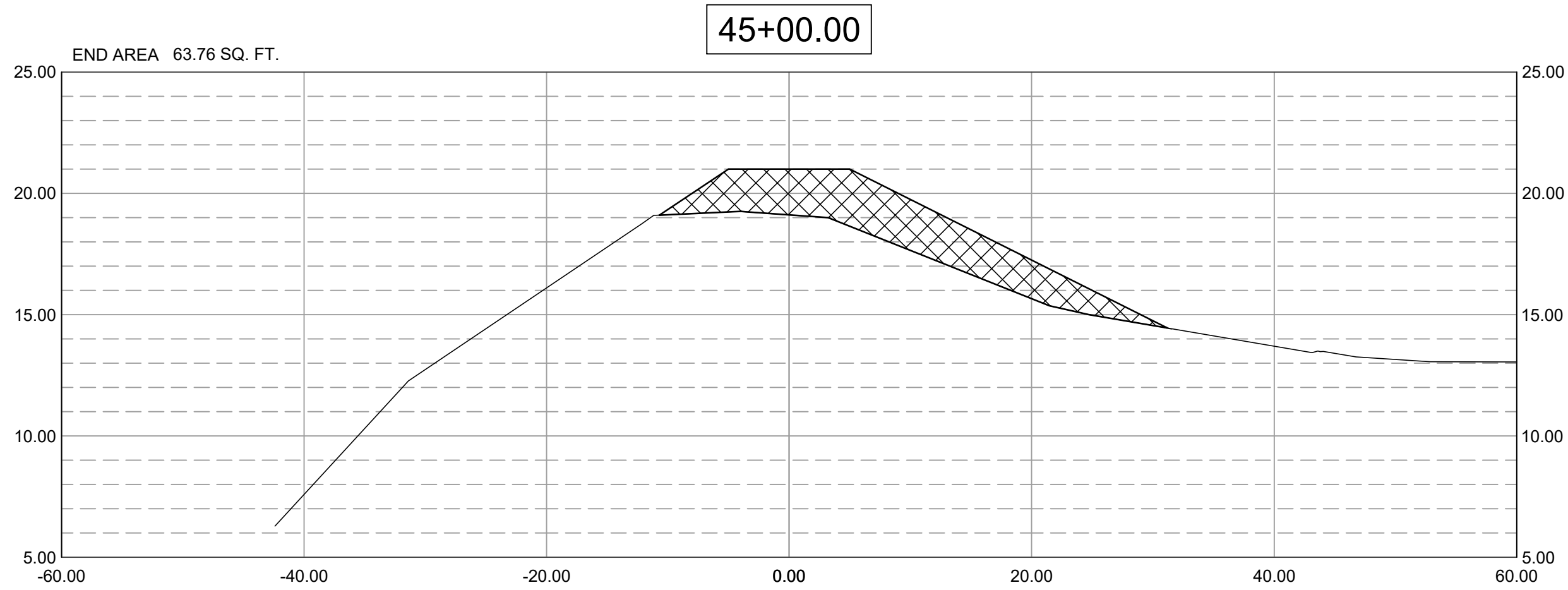
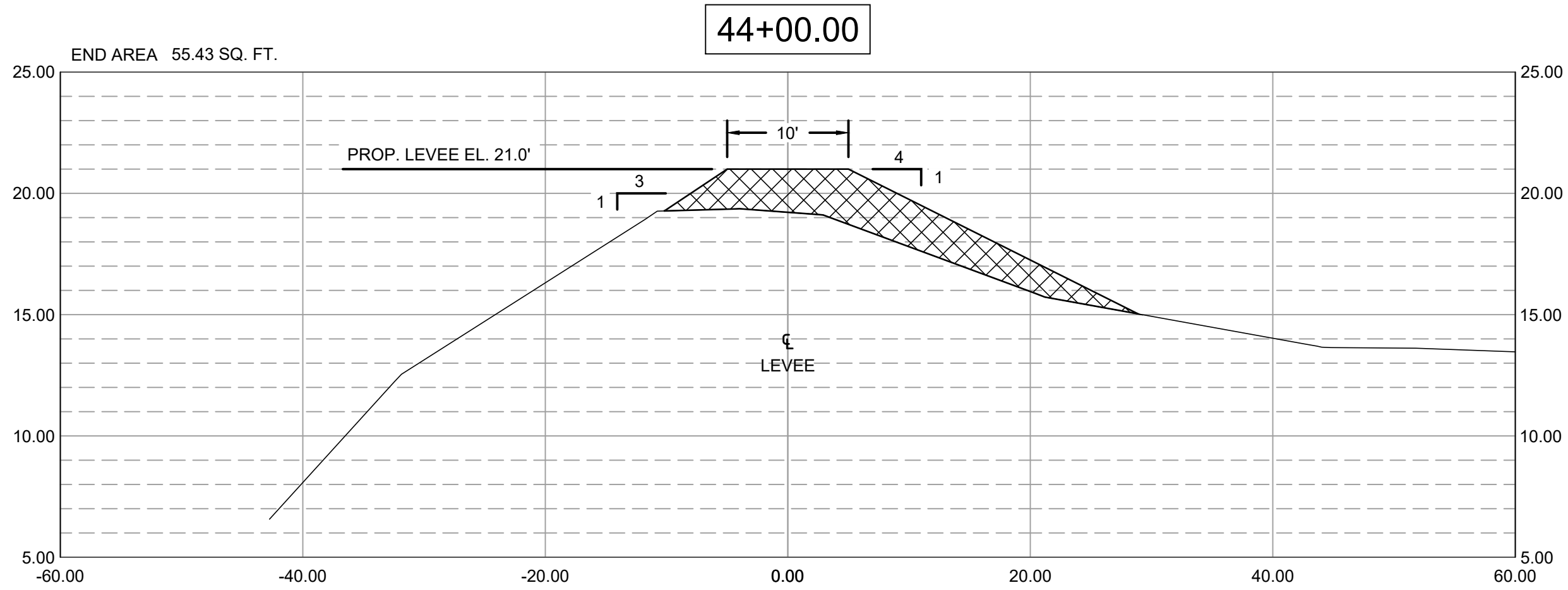
SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13			<div><p>BURROW GLOBAL SERVICES, LLC</p><p>Texas Firm No. F-6417 www.burrowglobal.com</p><p>Engineering Architectural Construction</p></div>		
Drafter: LRL	12/20/23				
Designer: LRL	12/20/23				
Engineer: RJC	12/20/23				
Checker: KJA	12/20/23				
Manager: KJA	12/20/23				
Project: 4223114			Drawing No		
Scale: 1" = 10'					
			Rev		
			S6 A		

ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES

BGS PROJECT: 4223114



KEY PLAN


NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV
Client: SABINE NECHES Name: NAVIGATION DISTRICT Plant: PLACEMENT AREA 13 Site: Client Job No:					

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13		<div><p>BURROW GLOBAL SERVICES, LLC</p><p>Texas Firm No. F-6417 www.burrowglobal.com</p><p>Engineering Architectural Construction</p></div>	
Drafter: LRL	12/20/23		
Designer: LRL	12/20/23		
Engineer: RJC	12/20/23		
Checker: KJA	12/20/23		
Manager: KJA	12/20/23		
Project: 4223114		Drawing No	Rev
Scale: 1" = 10'			
		S7	A

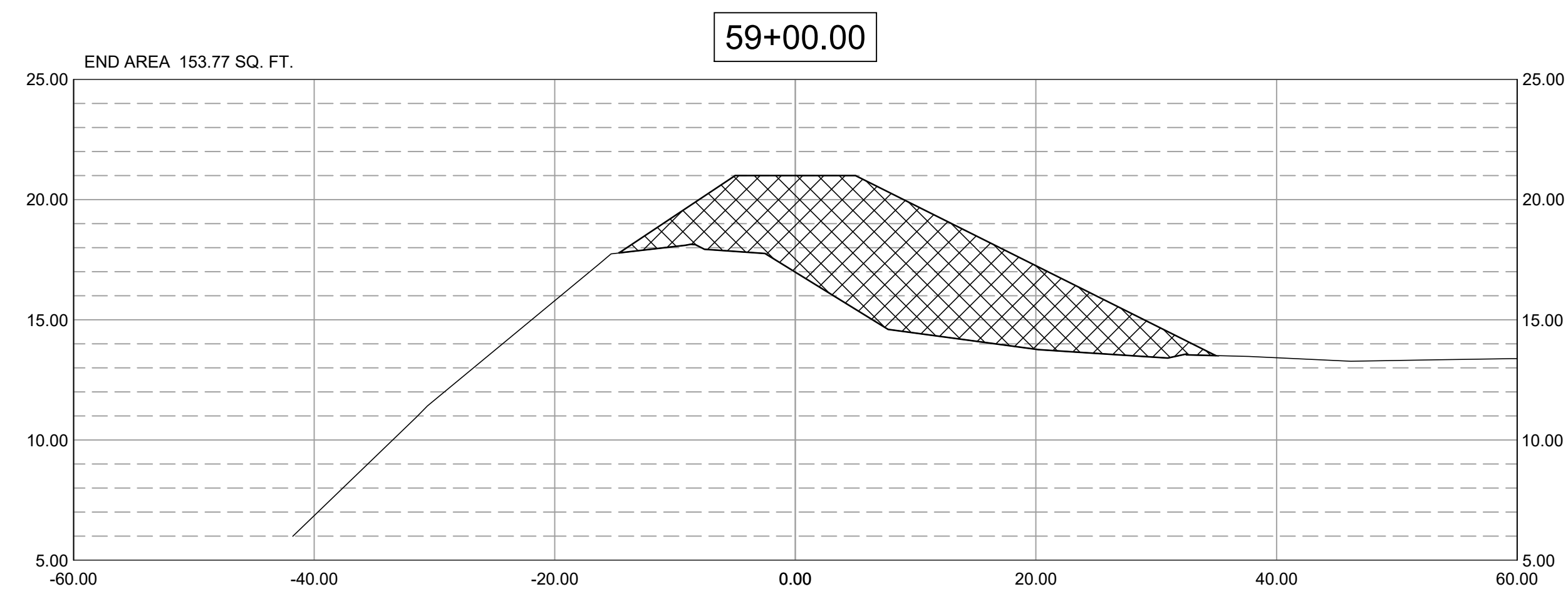
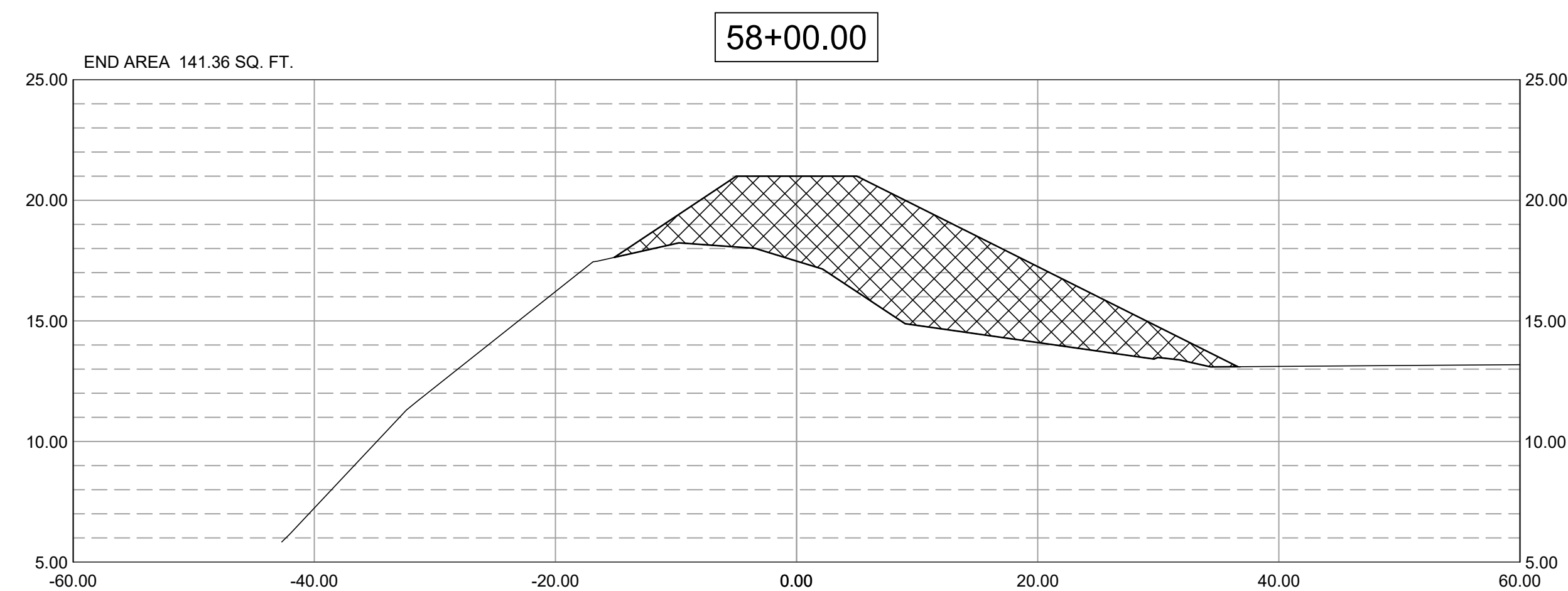
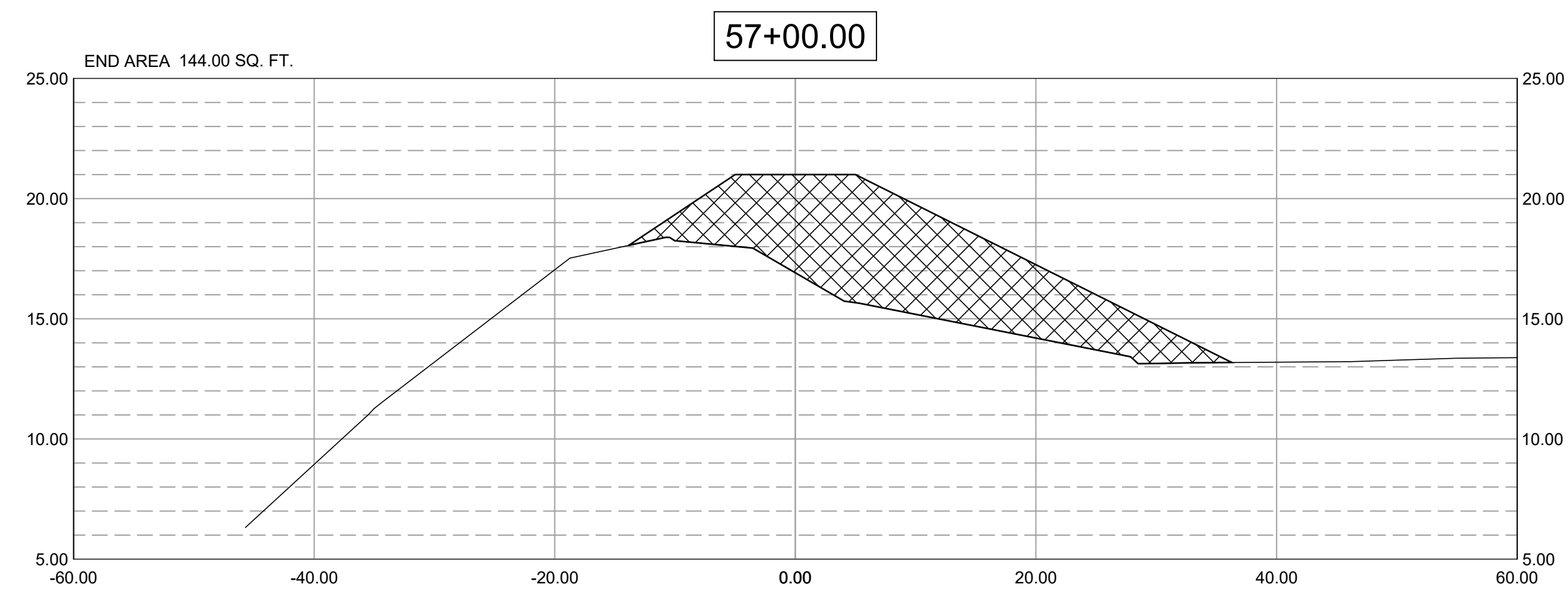
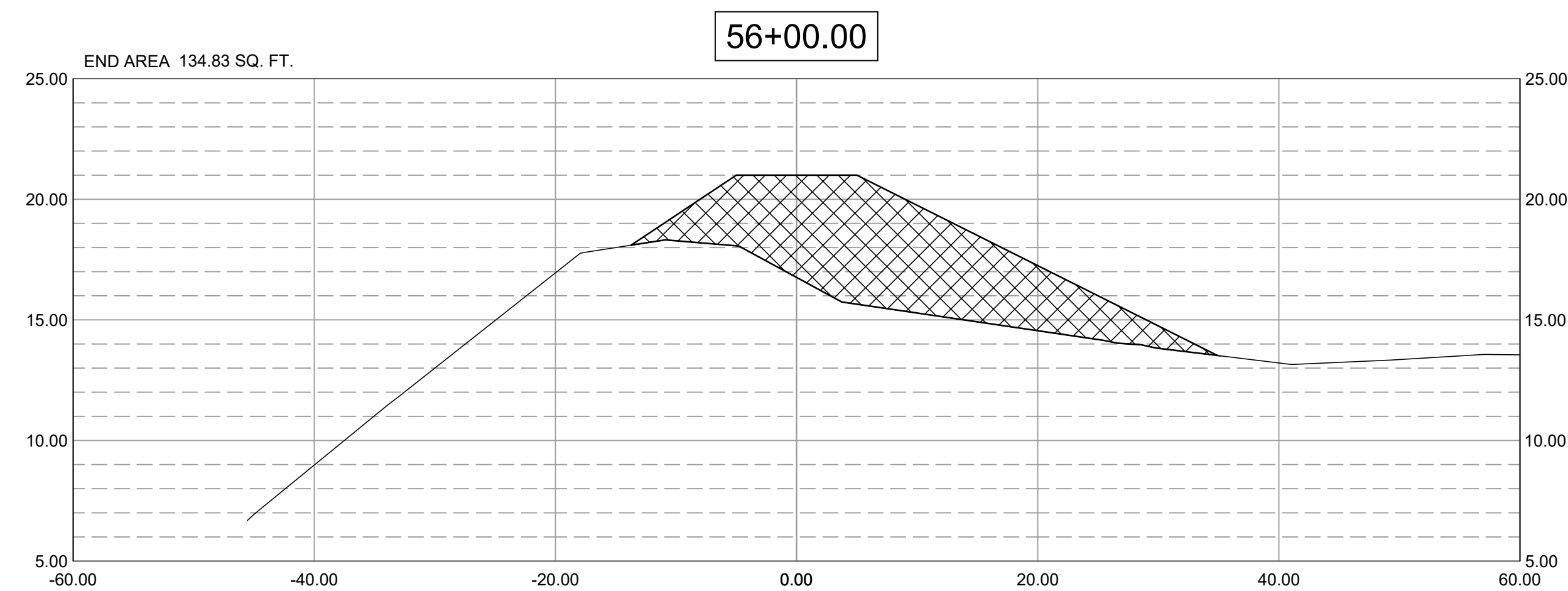
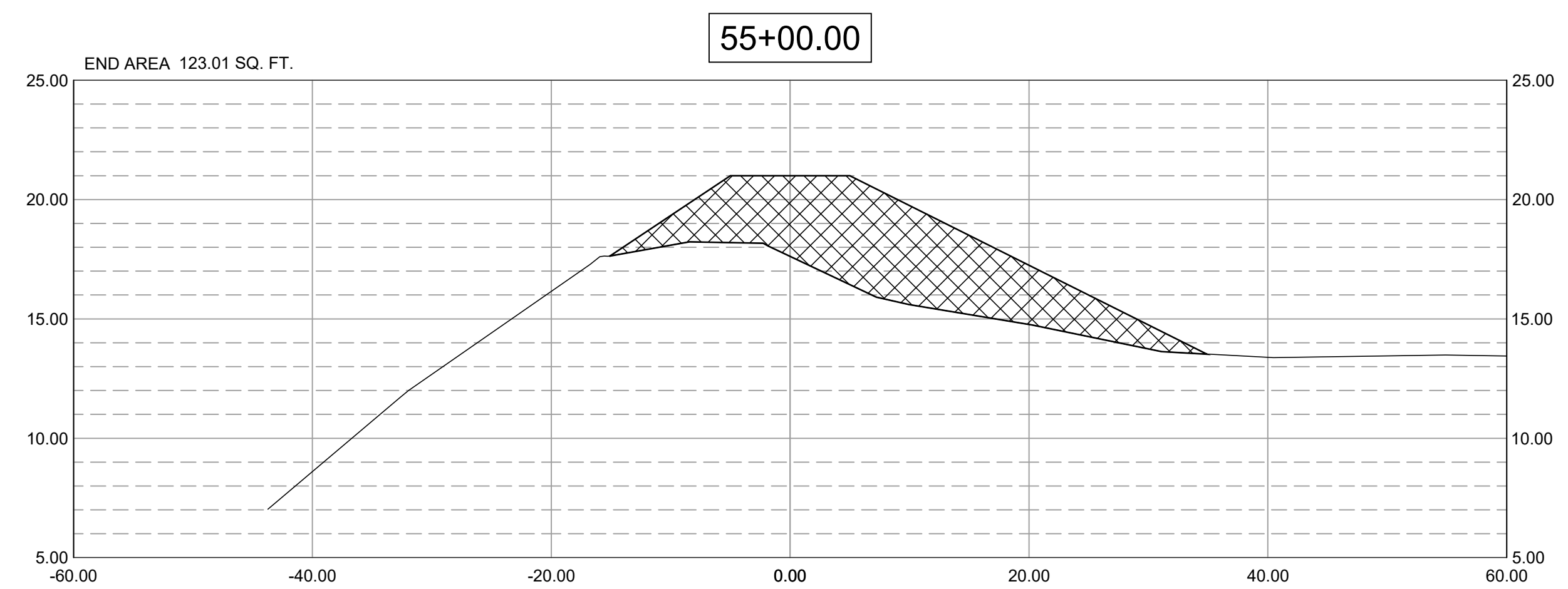
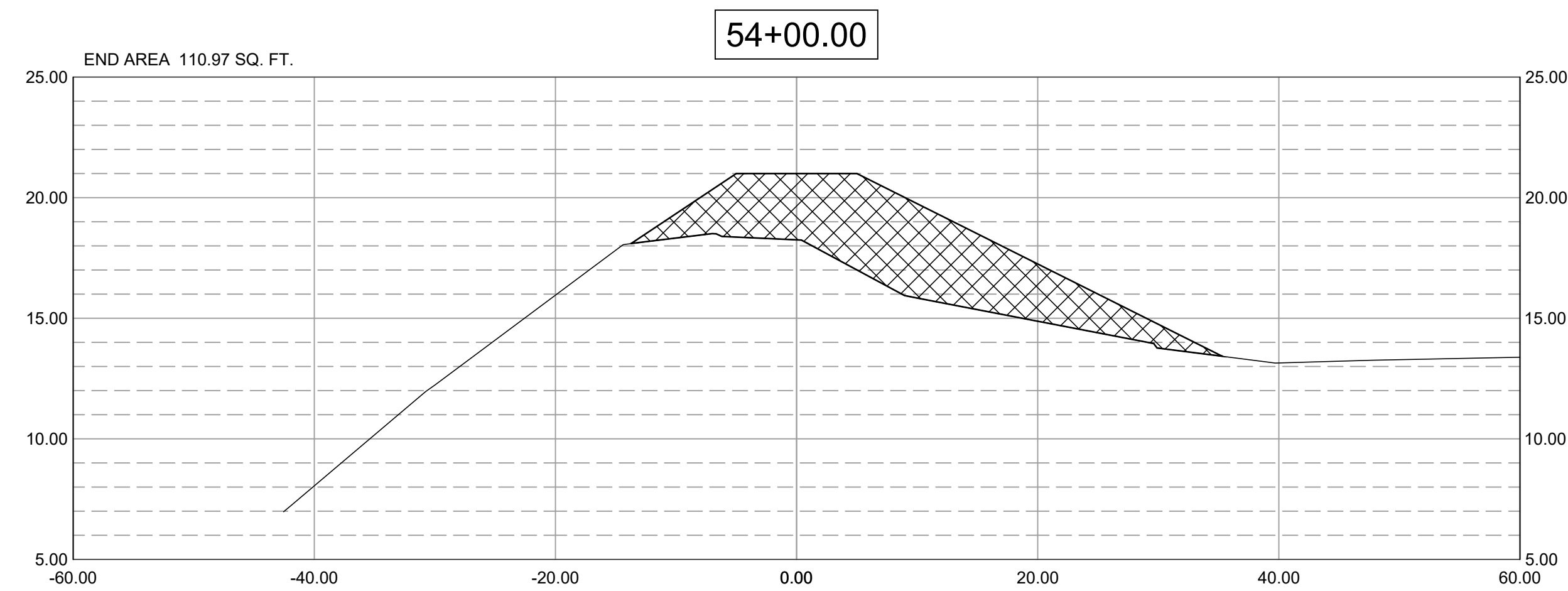
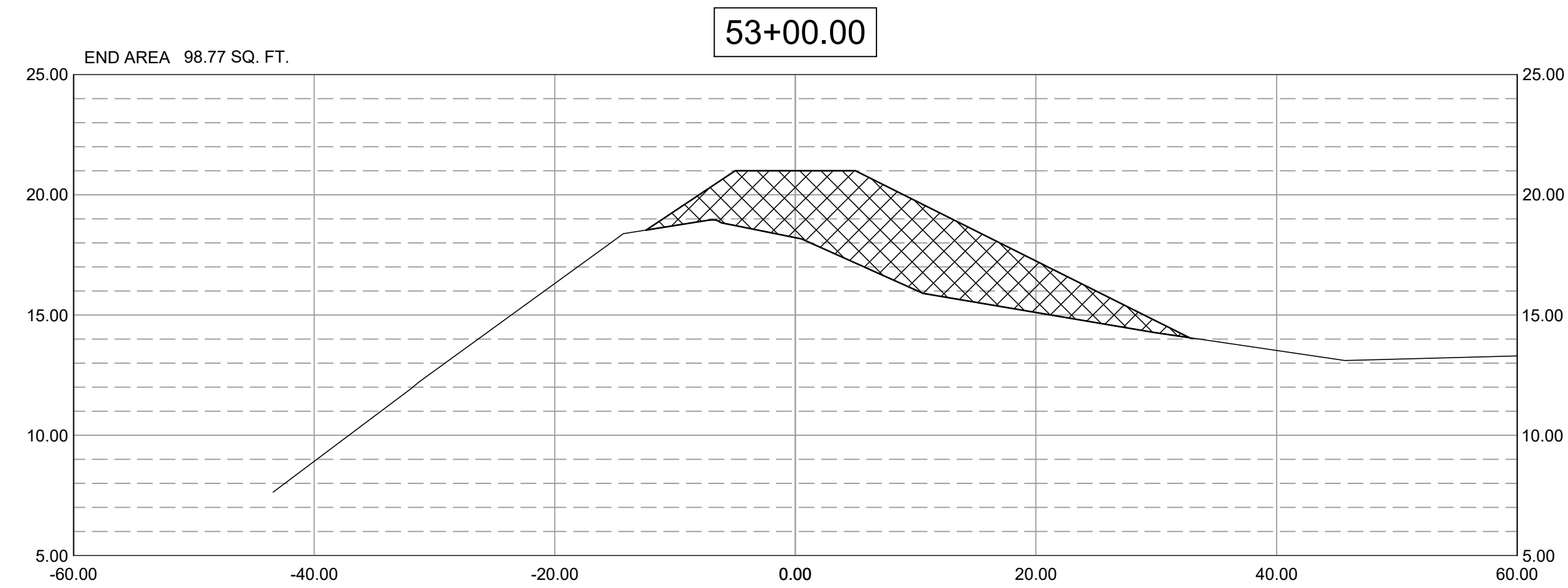
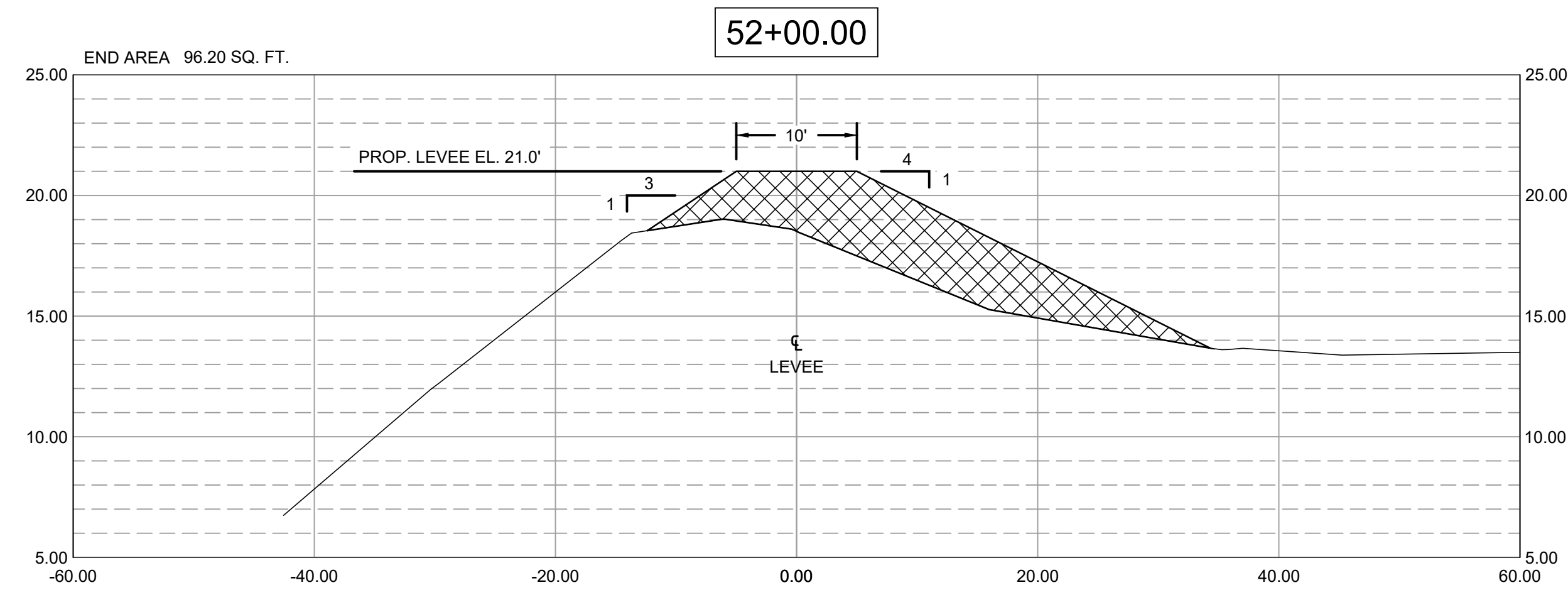
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TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES



BGS PROJECT: 4223114

BURROW GLOBAL
SERVICES LLC
Texas Firm No. F-5417
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Engineering Architectural Construction



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TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICE



BGS PROJECT: 4223114

KEY PLAN

NOTES:

[illegible]

REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV

Client Name:	SABINE NECHES NAVIGATION DISTRICT
Plant Site:	PLACEMENT AREA 13
Client Job No:	

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13

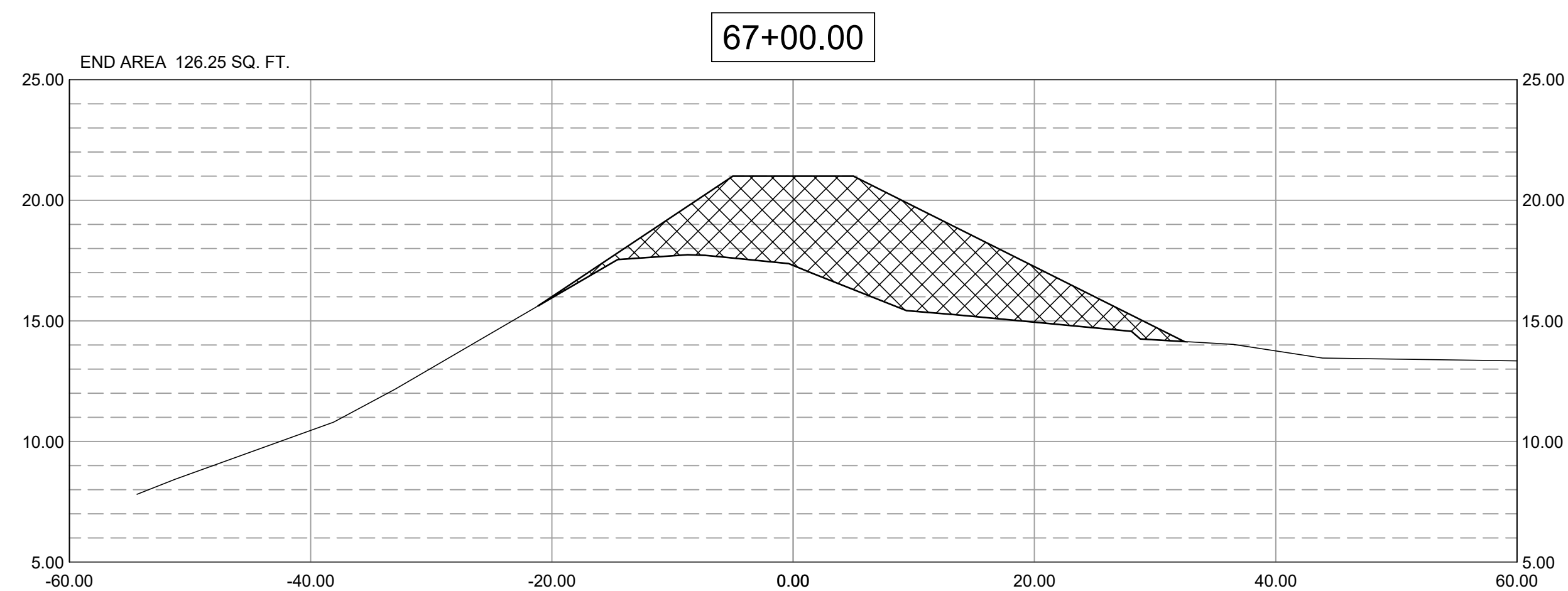
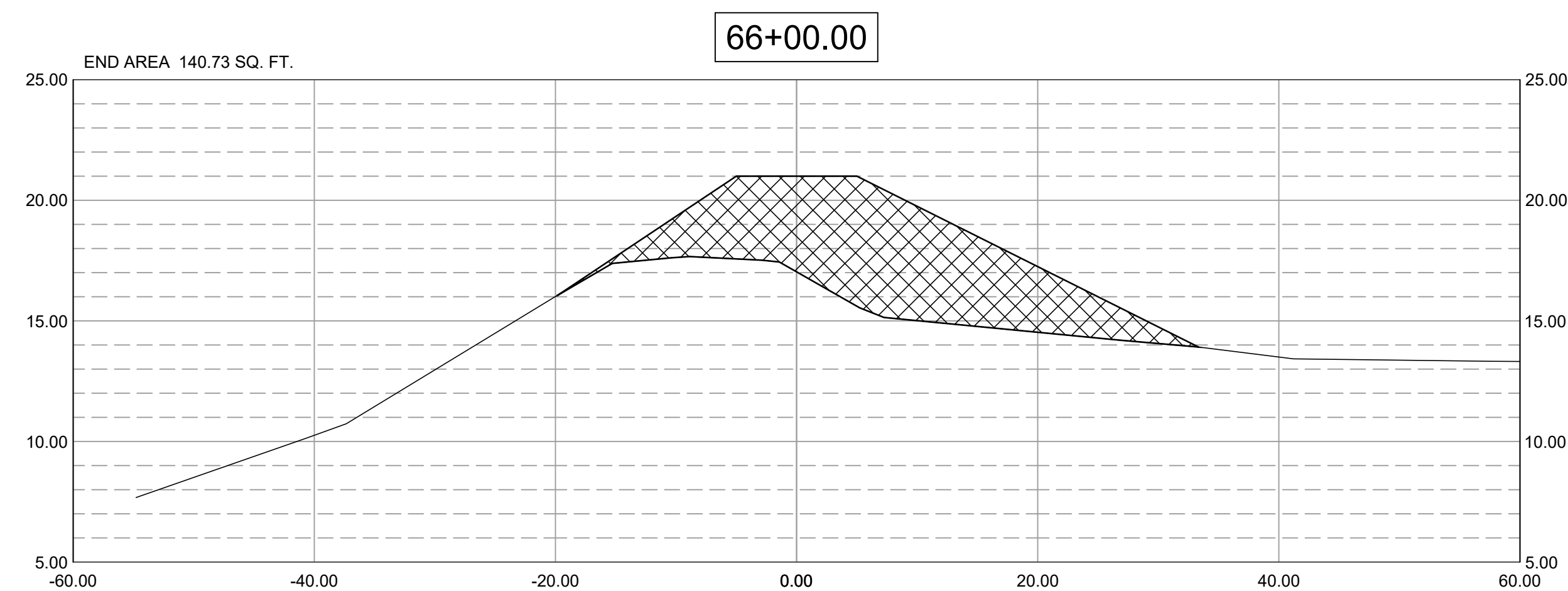
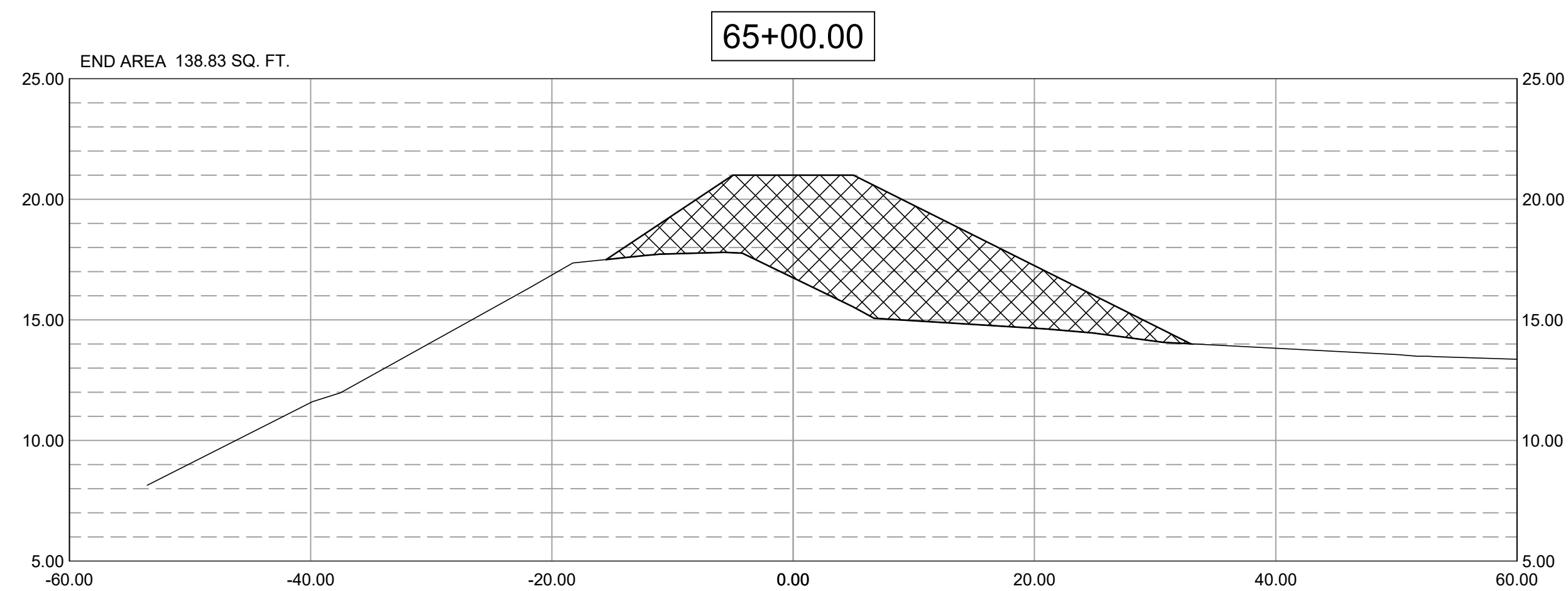
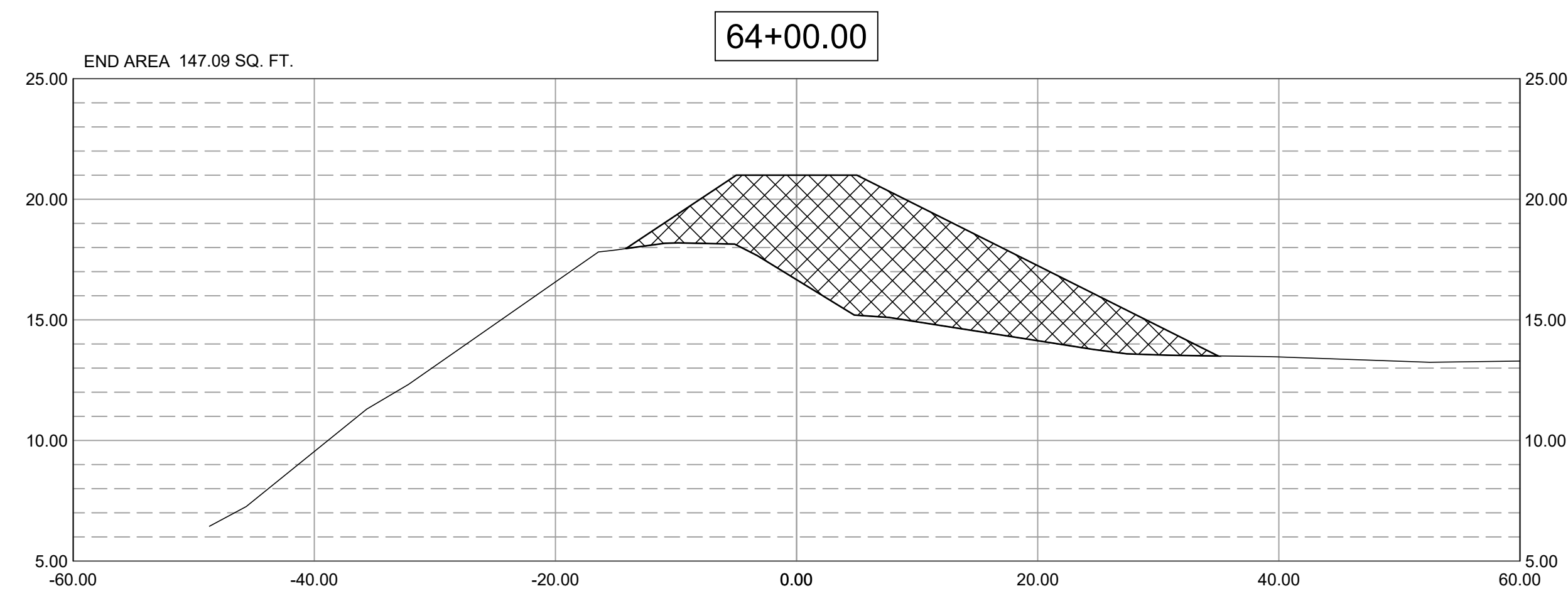
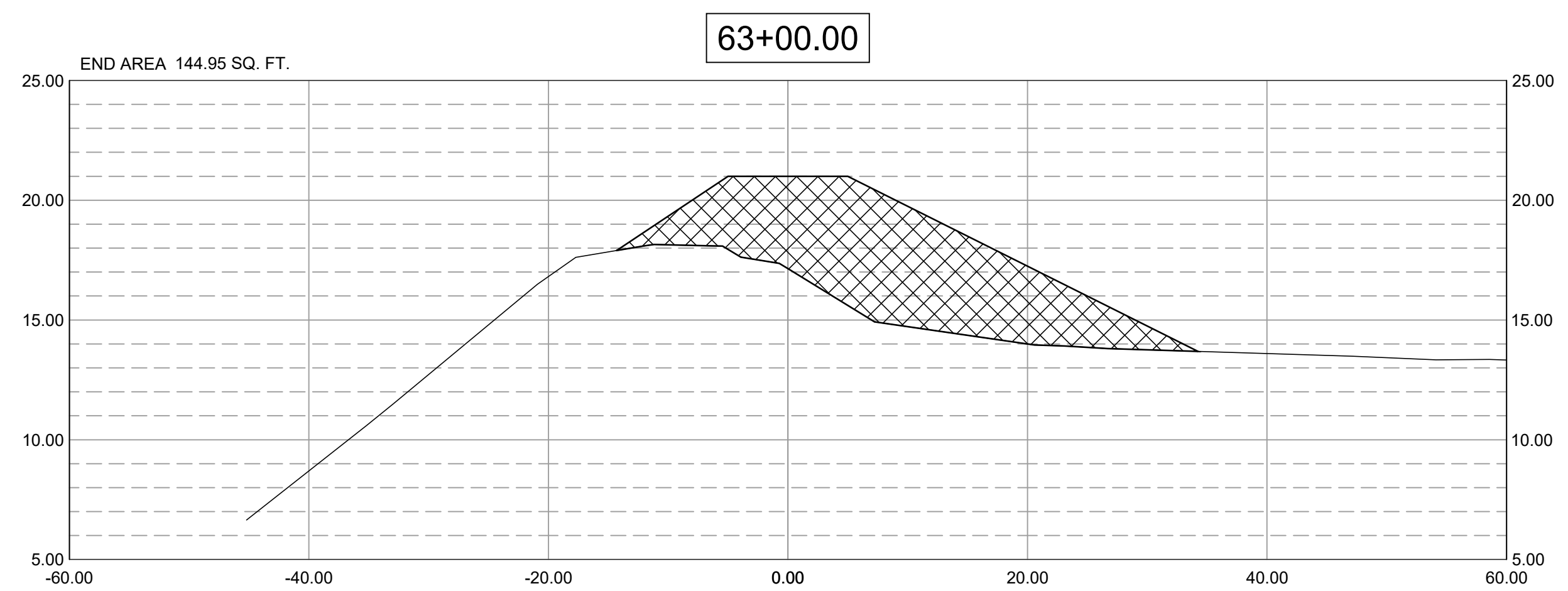
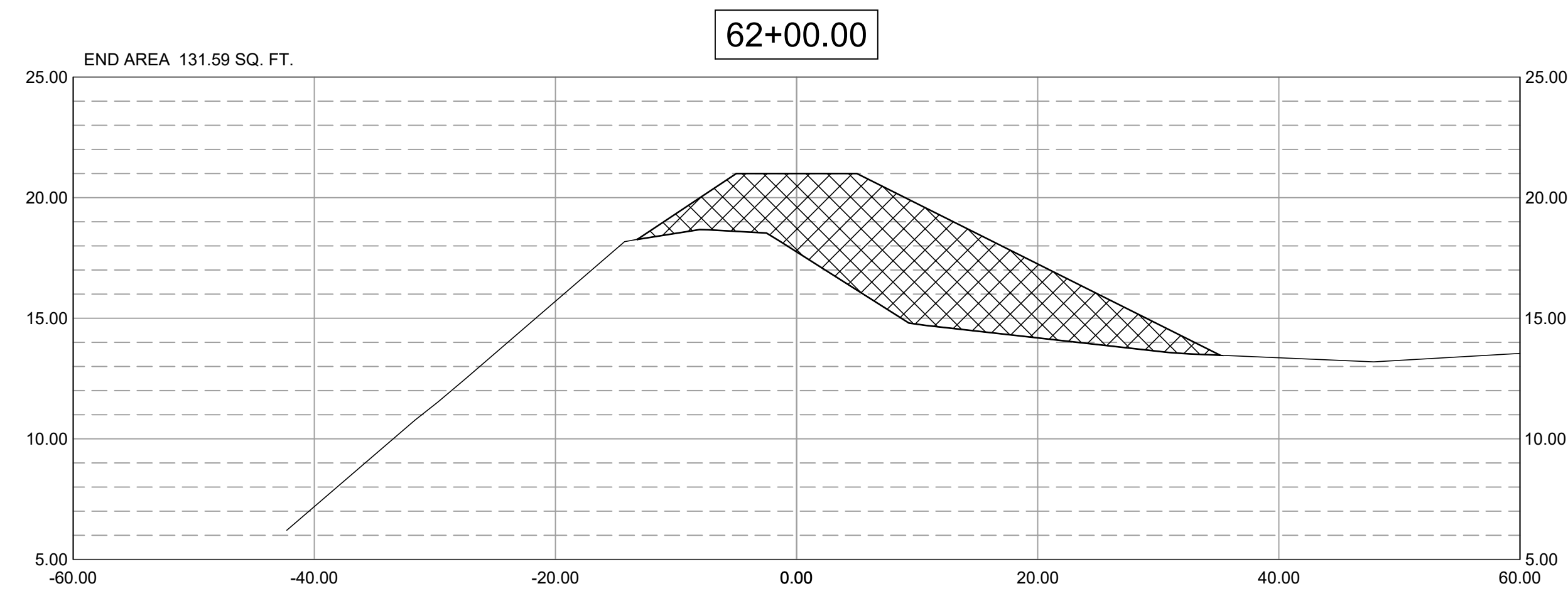
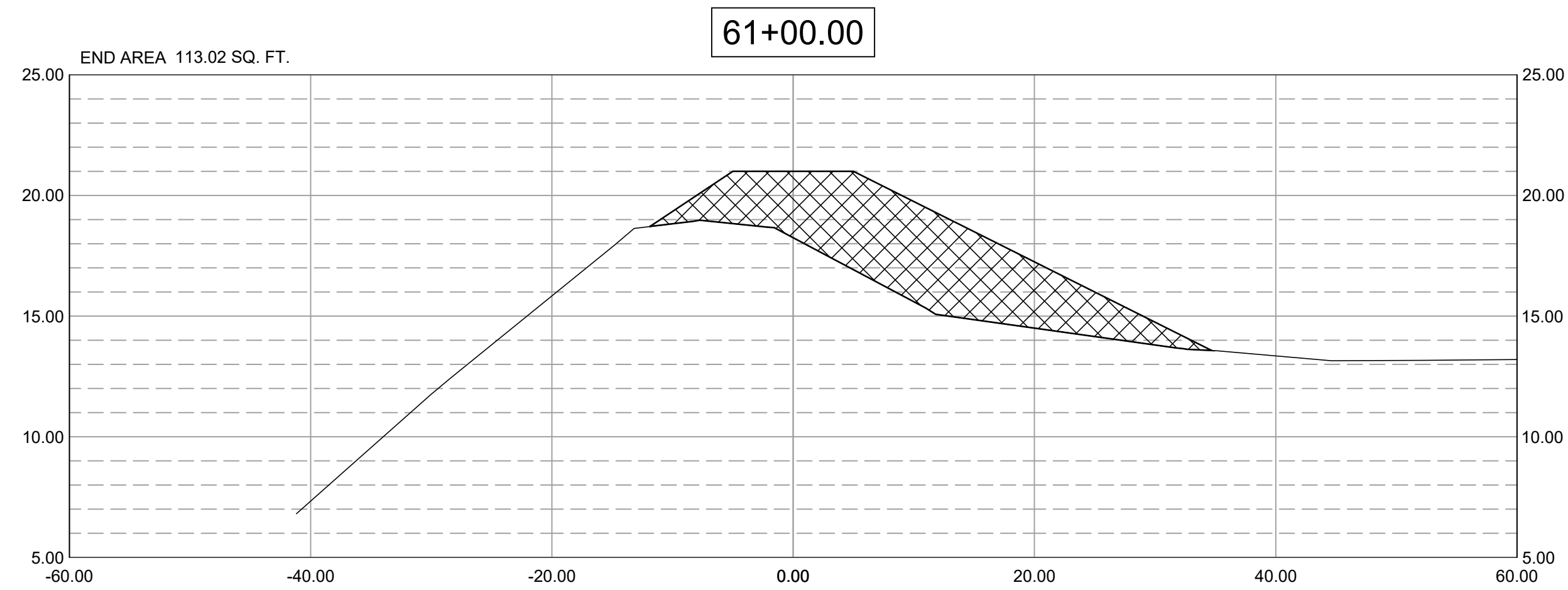
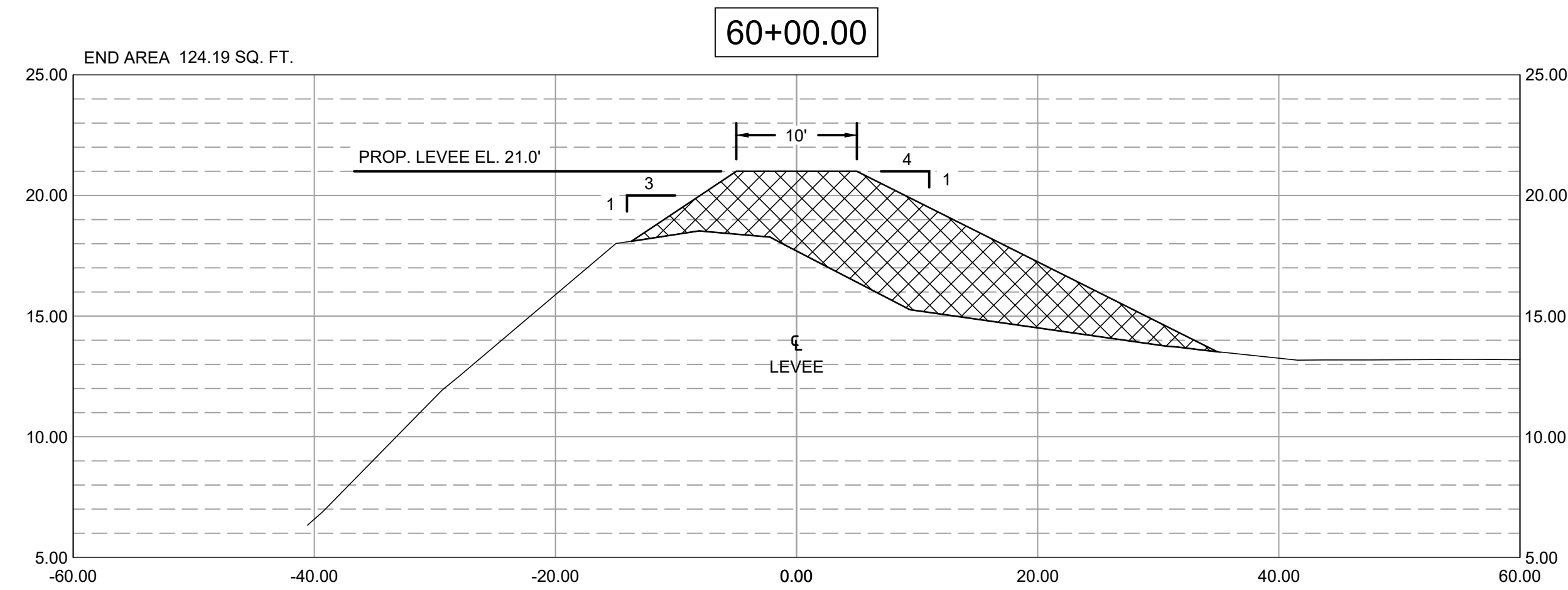
Drafter: LRL	12/20/23
Designer: LRL	12/20/23
Engineer: RJC	12/20/23
Checker : KJA	12/20/23
Manager: KJA	12/20/23

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Engineering Architectural Construction

Project: 4223114	Drawing No	Rev
Scale: 1" = 10'		



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BGS PROJECT: 4223114

KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV

Client Name:	SABINE NECHES NAVIGATION DISTRICT
Plant Site:	PLACEMENT AREA 13
Client Job No:	

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13

Drafter:	LRL	12/20/23
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Designer: LRL	12/20/23
Engineer: BJO	12/20/23

Engineer: RJC	12/20/23
Checker : KJA	12/20/23

Manager: KJA	12/20/23
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Project:	4223114
Scale:	1" = 10'

Scale: 1 = 10

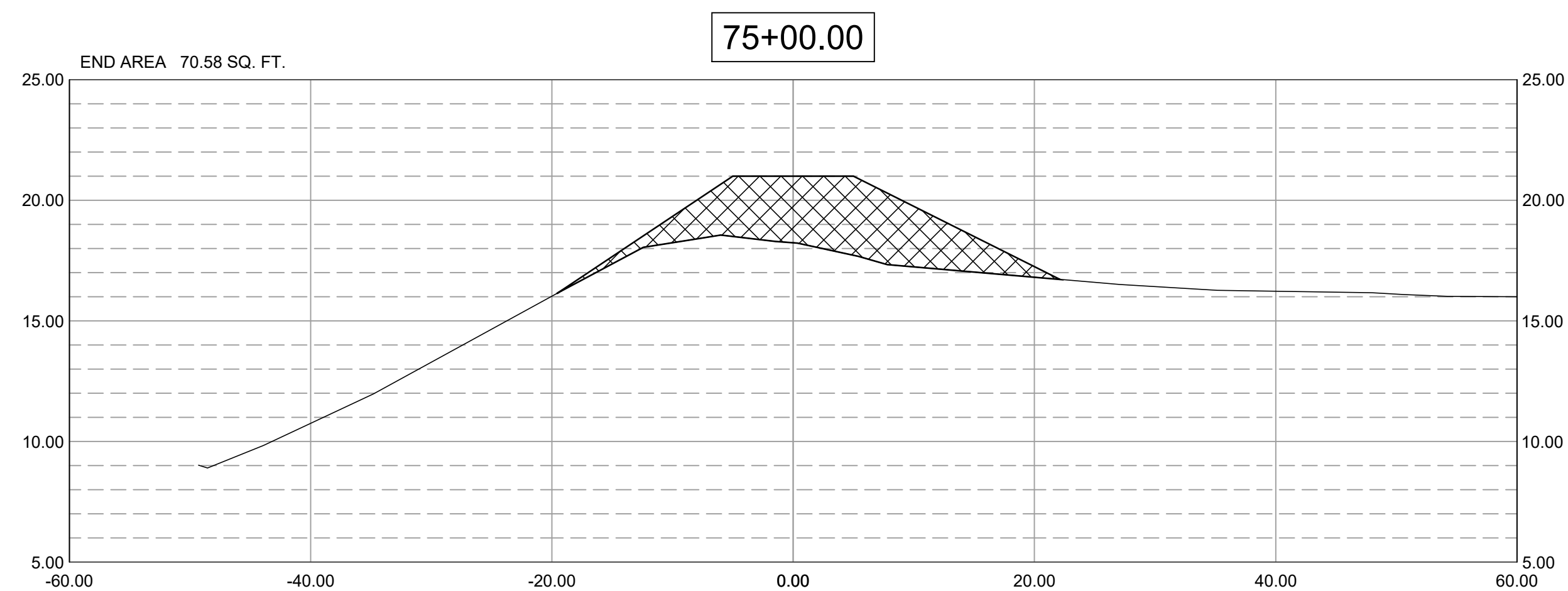
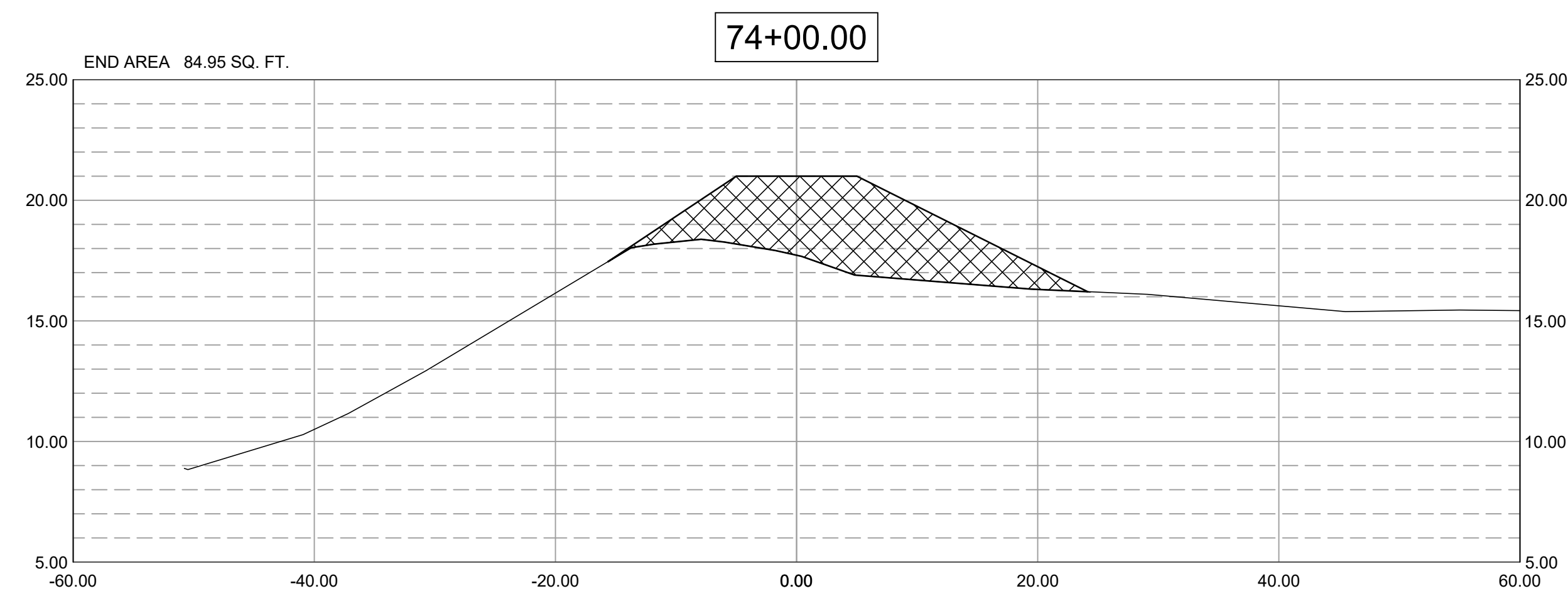
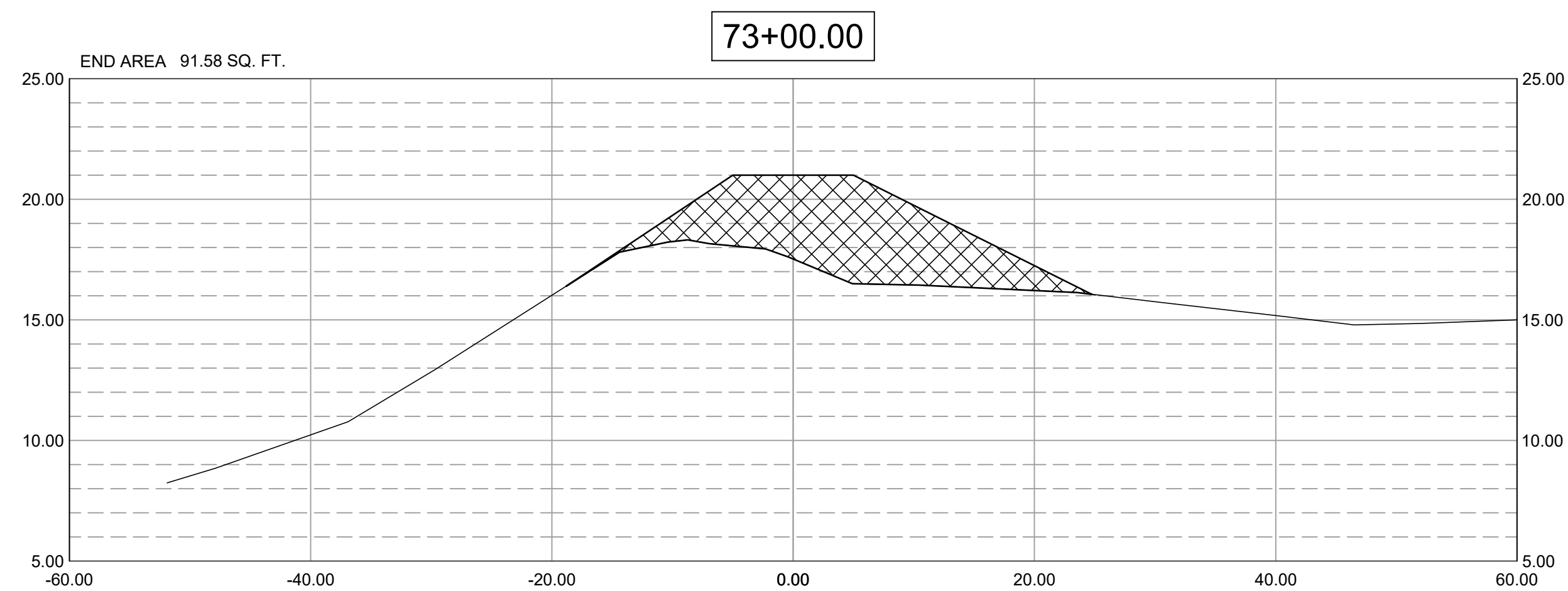
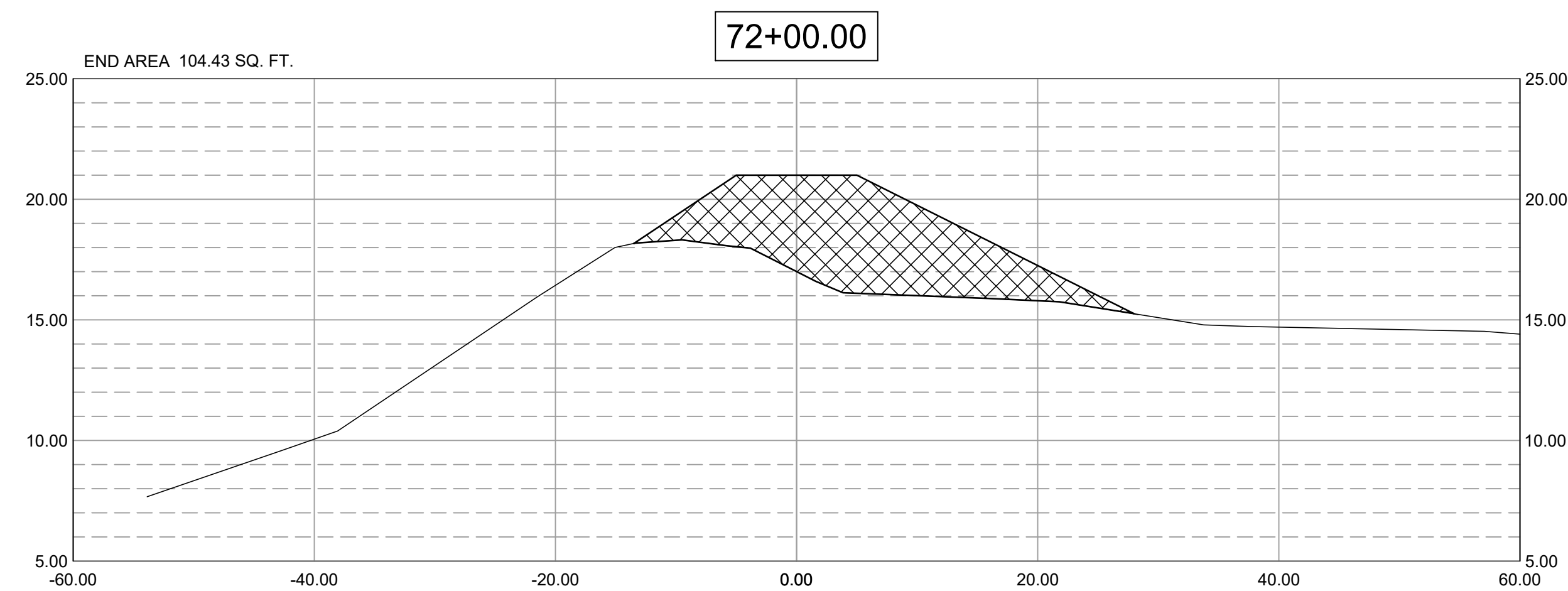
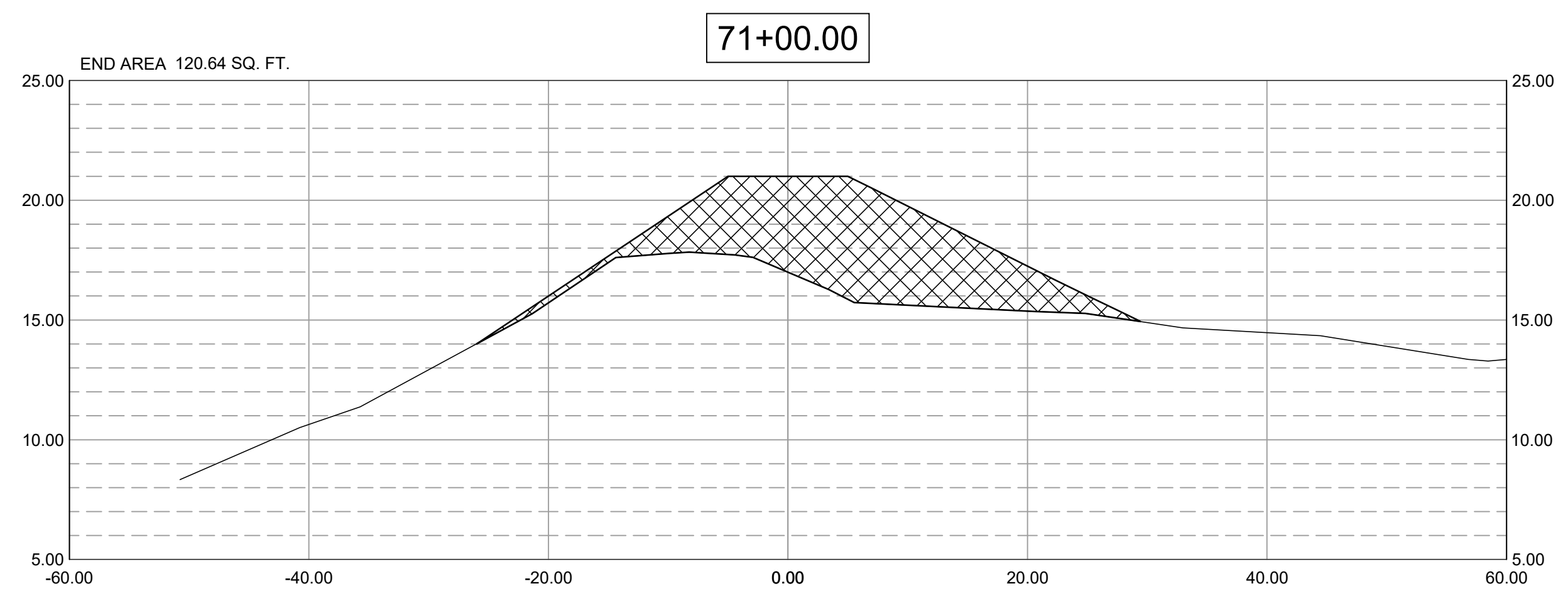
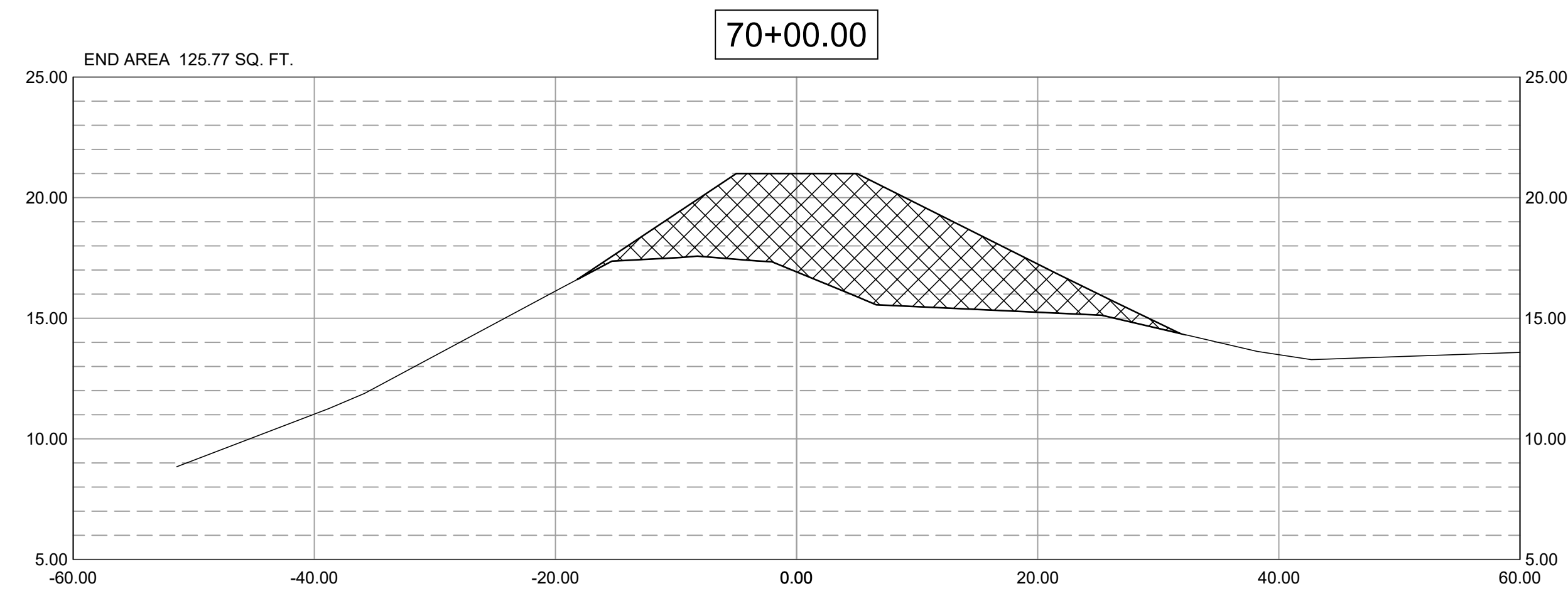
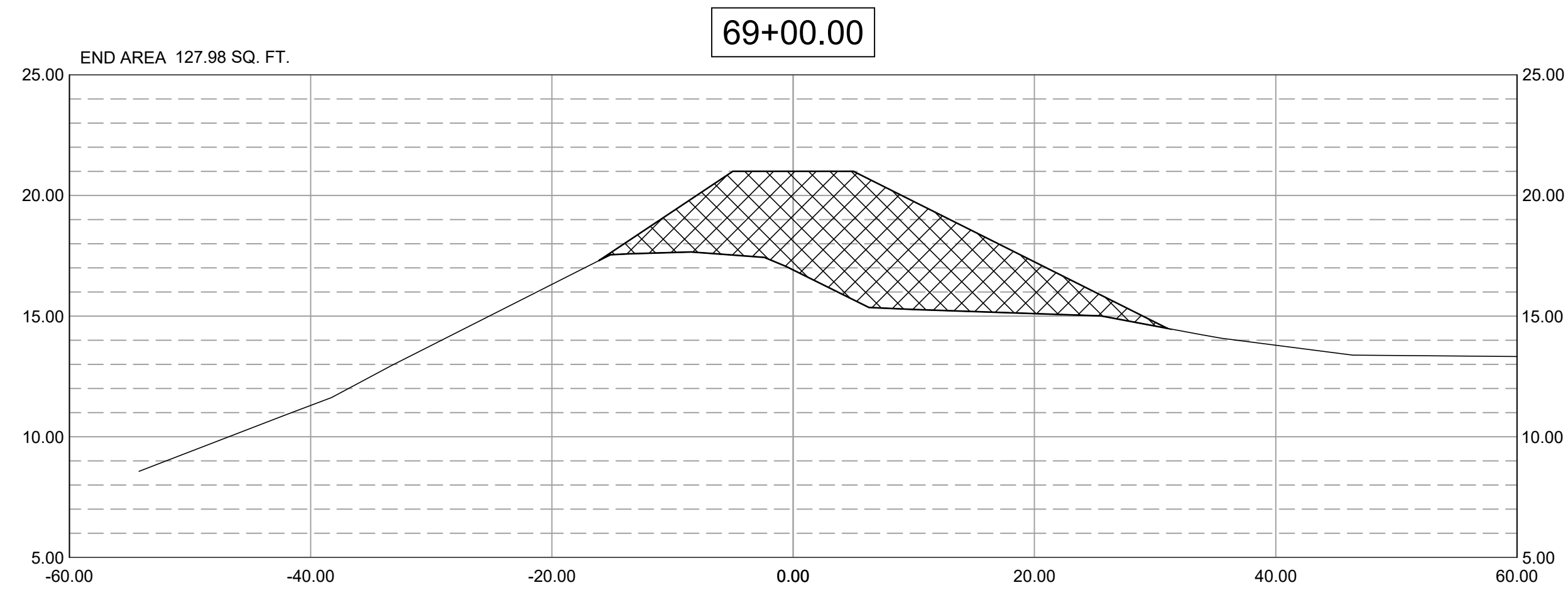
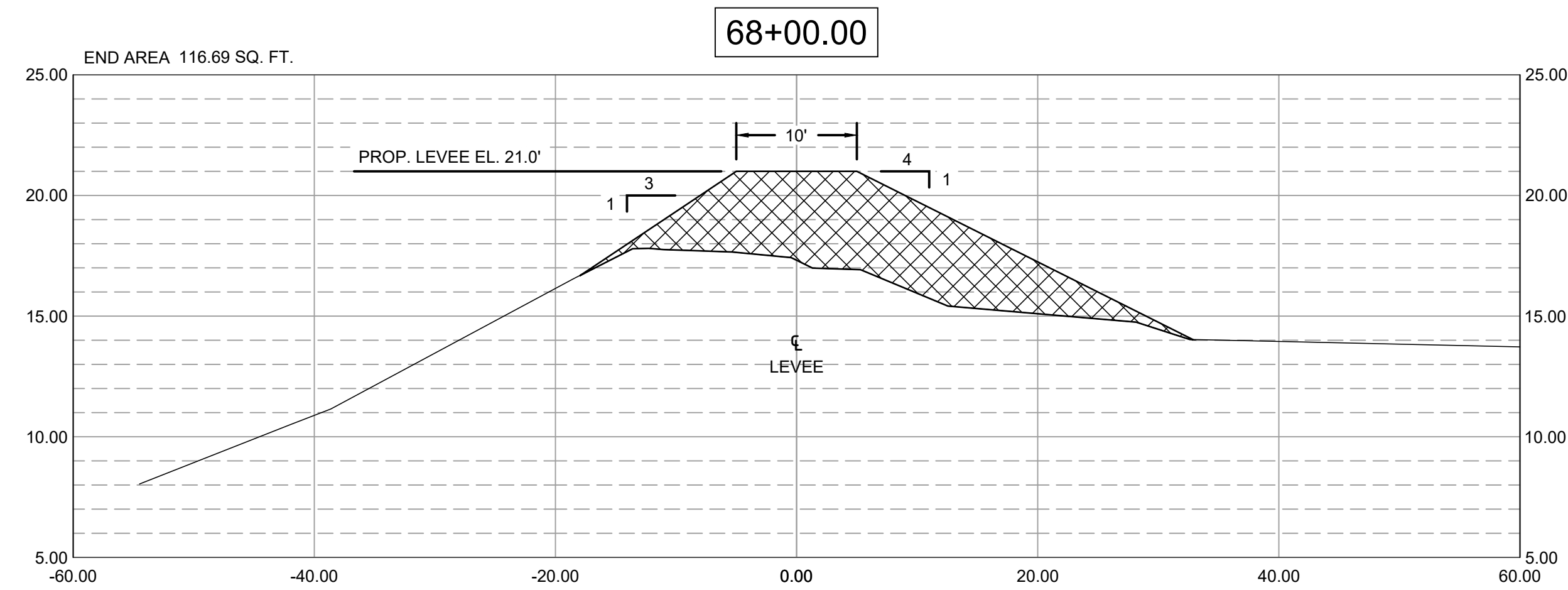
BURROW GLOBAL

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Engineering	Architectural	Construction
Design No.	Date	

Drawing No	Rev
S9	A

33	34
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BGS PROJECT: 4223114

KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV

Client Name:	SABINE NECHES NAVIGATION DISTRICT
Plant Site:	PLACEMENT AREA 13
Client Job No:	

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13

Drafter: LRL 12/20/23

Designer: LRL	12/20/23
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Engineer: RJC 12/20/23

Checker : KJA	12/20/23
MM	12/20/23

Manager: RJA 12/20/23
Project: 1233114

Scale: 1" = 10'

Grade:	1	10
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Engineering	Architectural	Construction
Drawing No	Rev	

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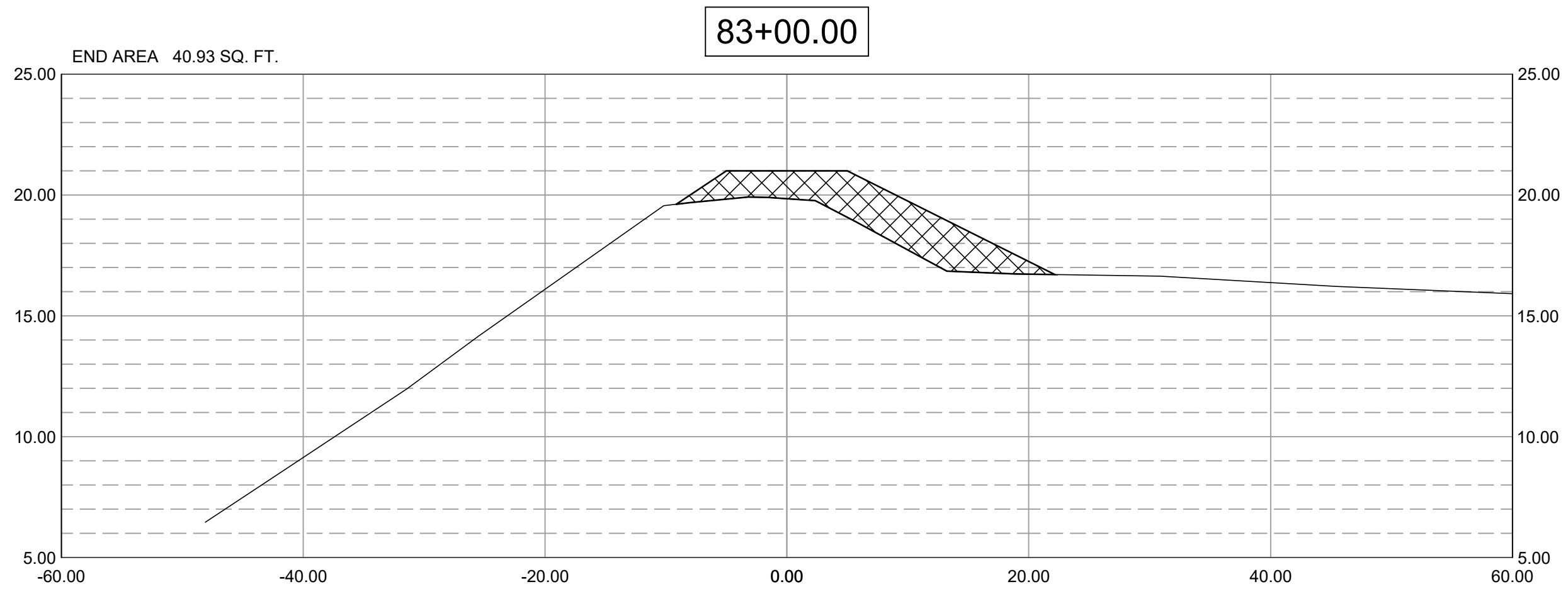
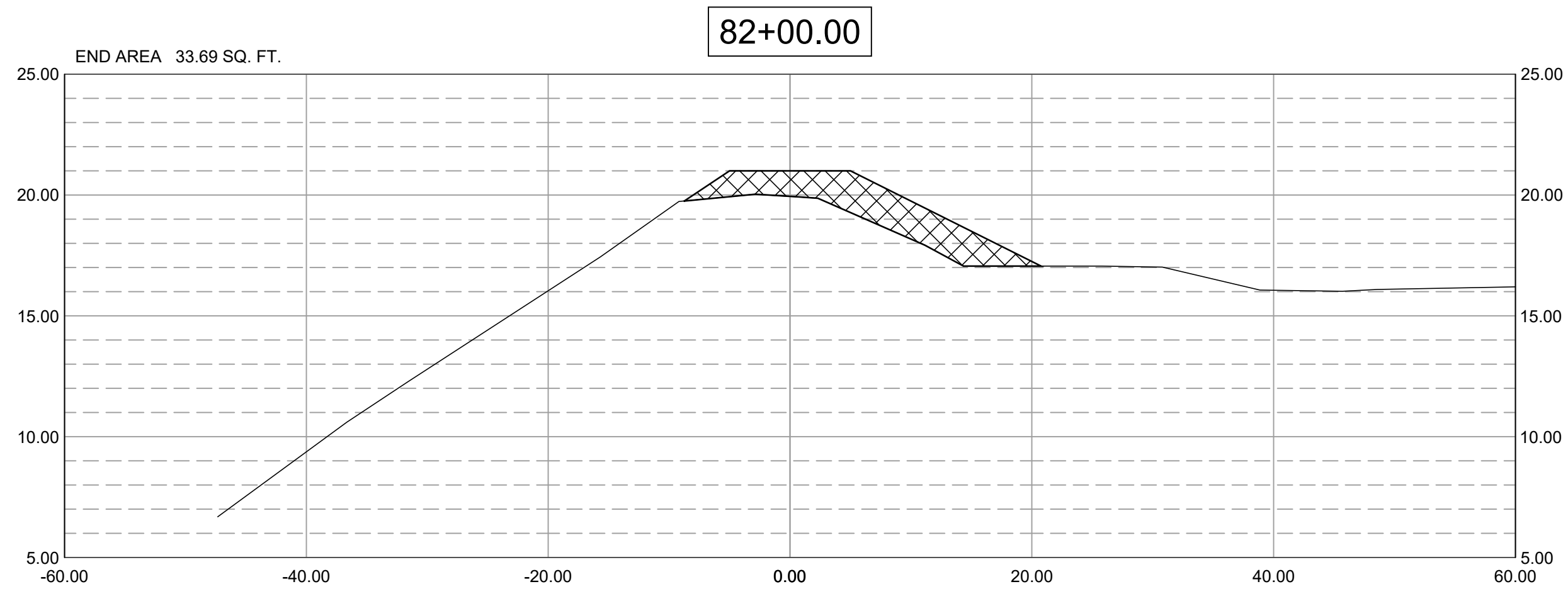
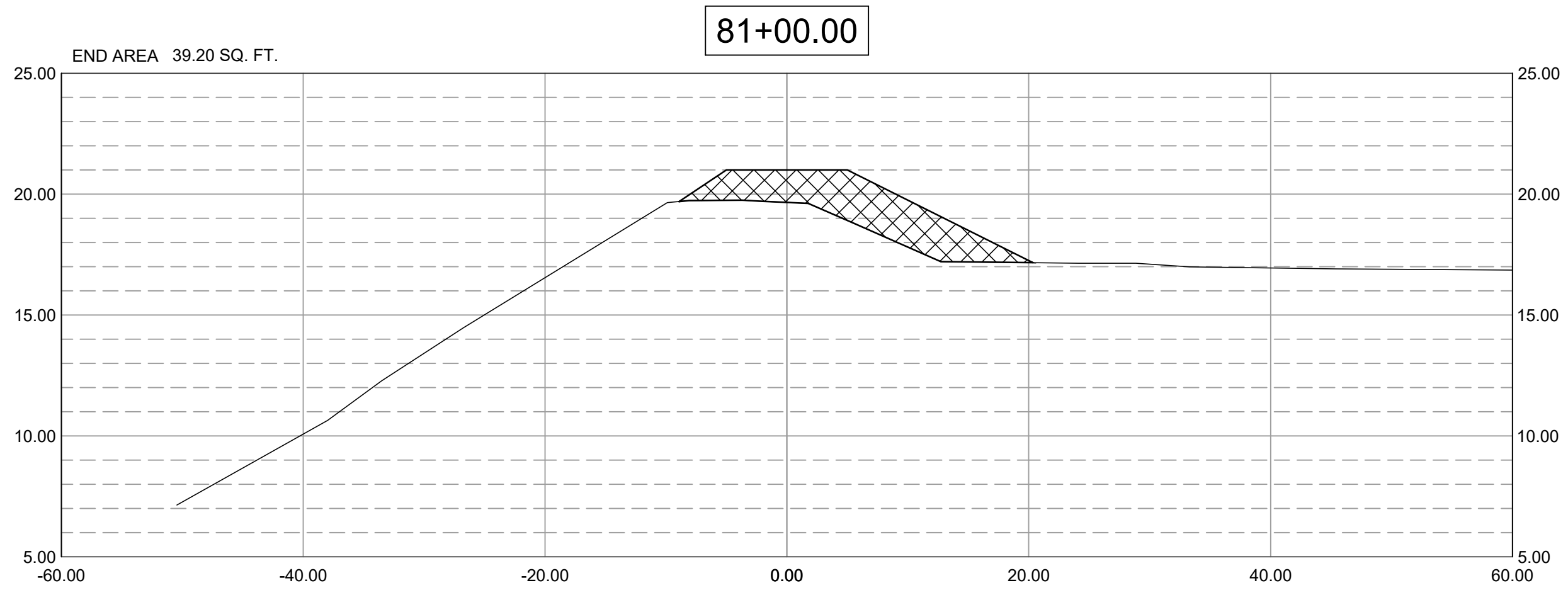
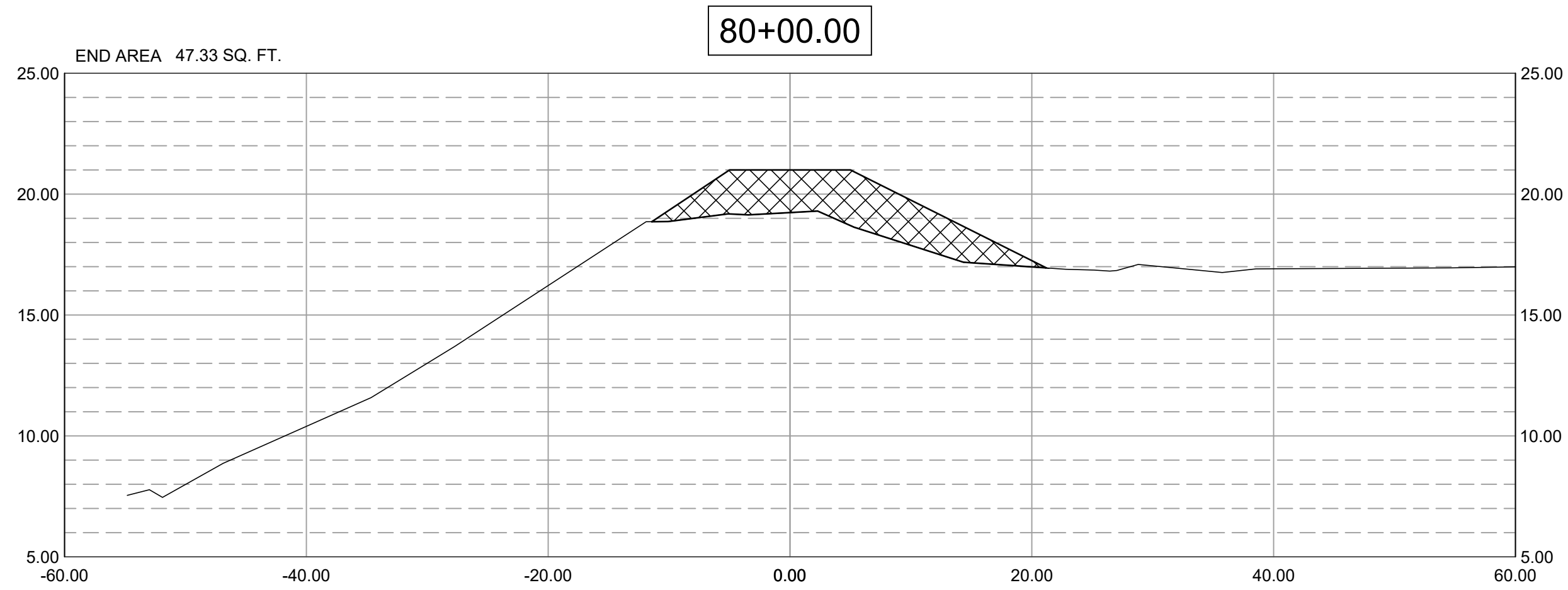
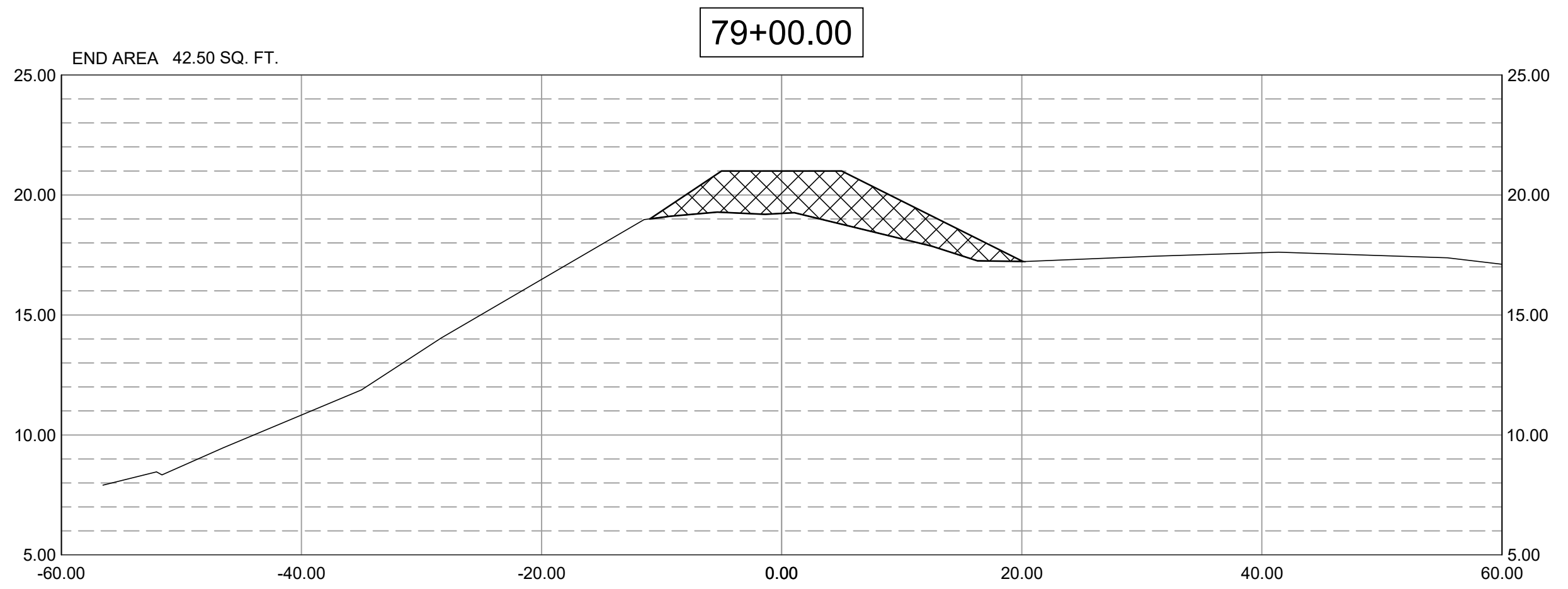
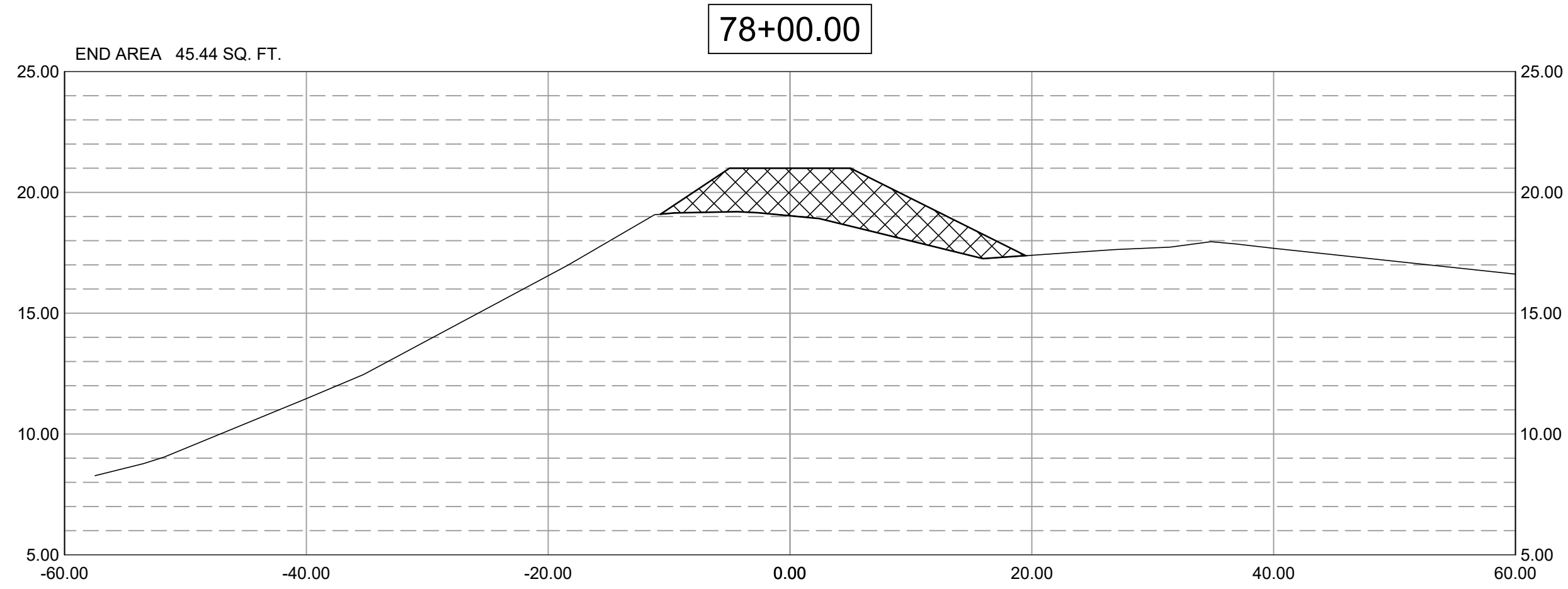
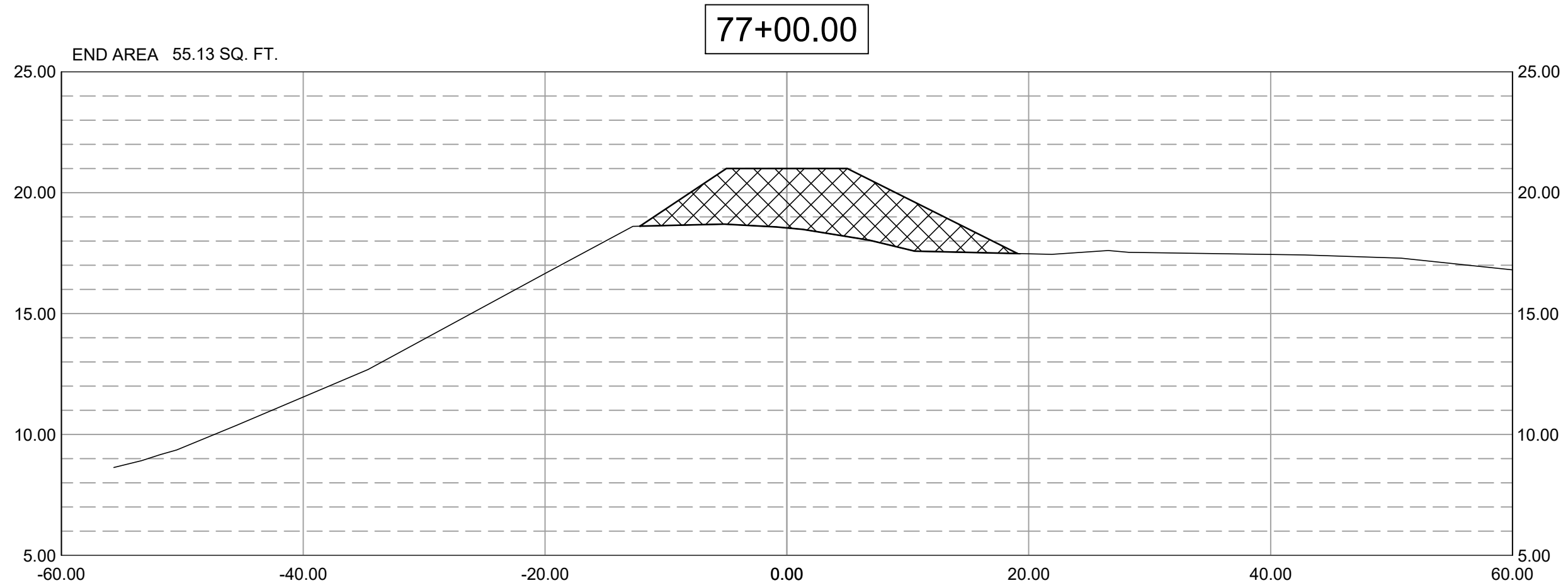
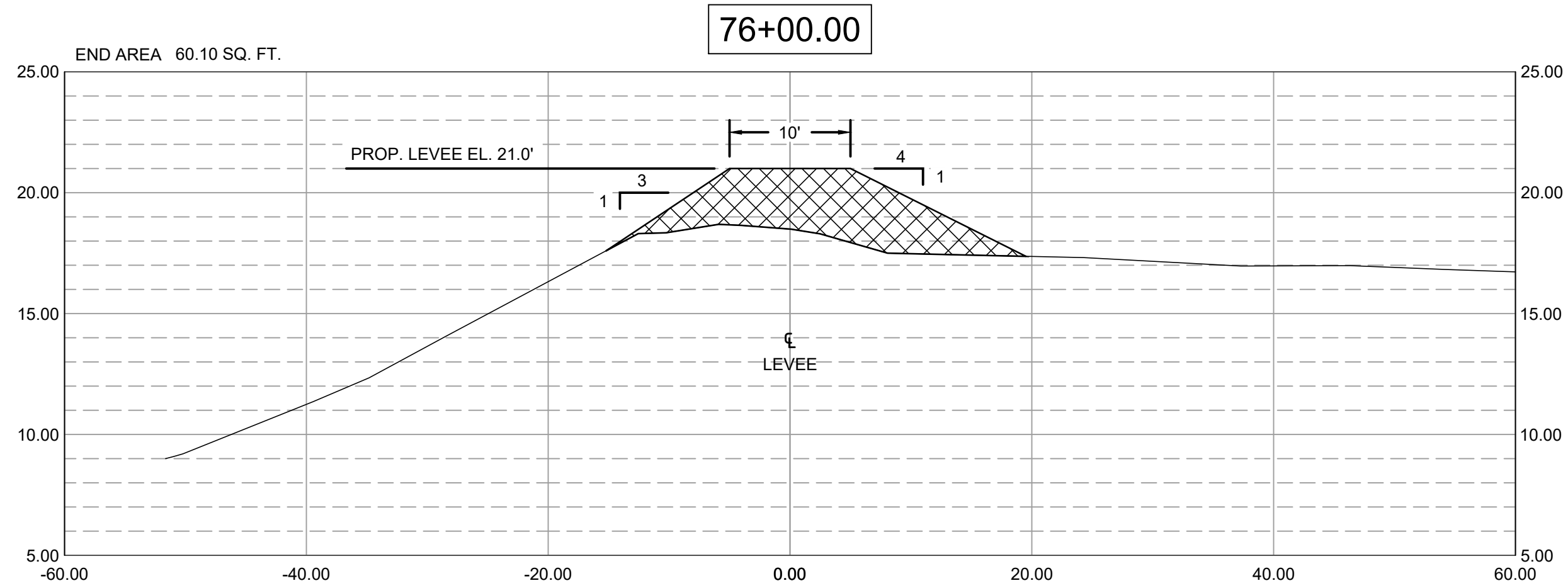


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Engineering	Architectural	Construction
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Drawing No	Rev
S10	A

	S10	A
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KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV
Client: SABINE NECHES Name: NAVIGATION DISTRICT Plant: PLACEMENT AREA 13 Site: Client Job No:					

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

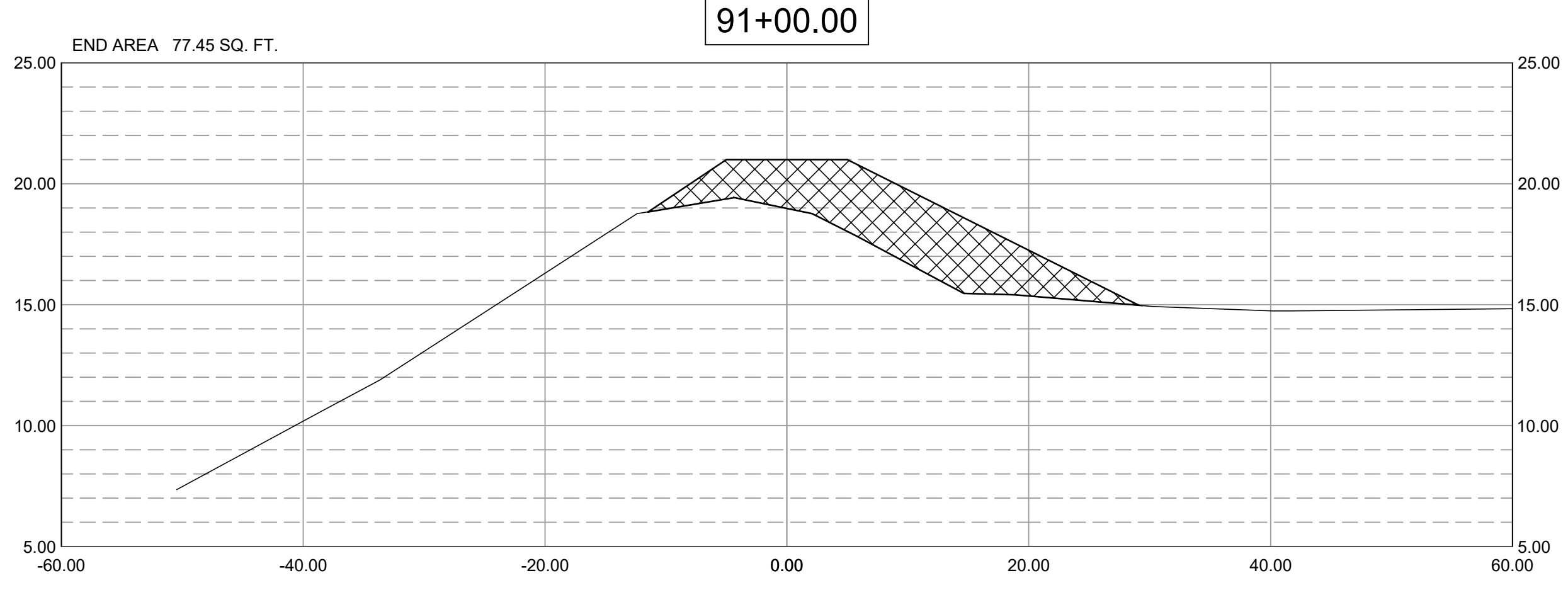
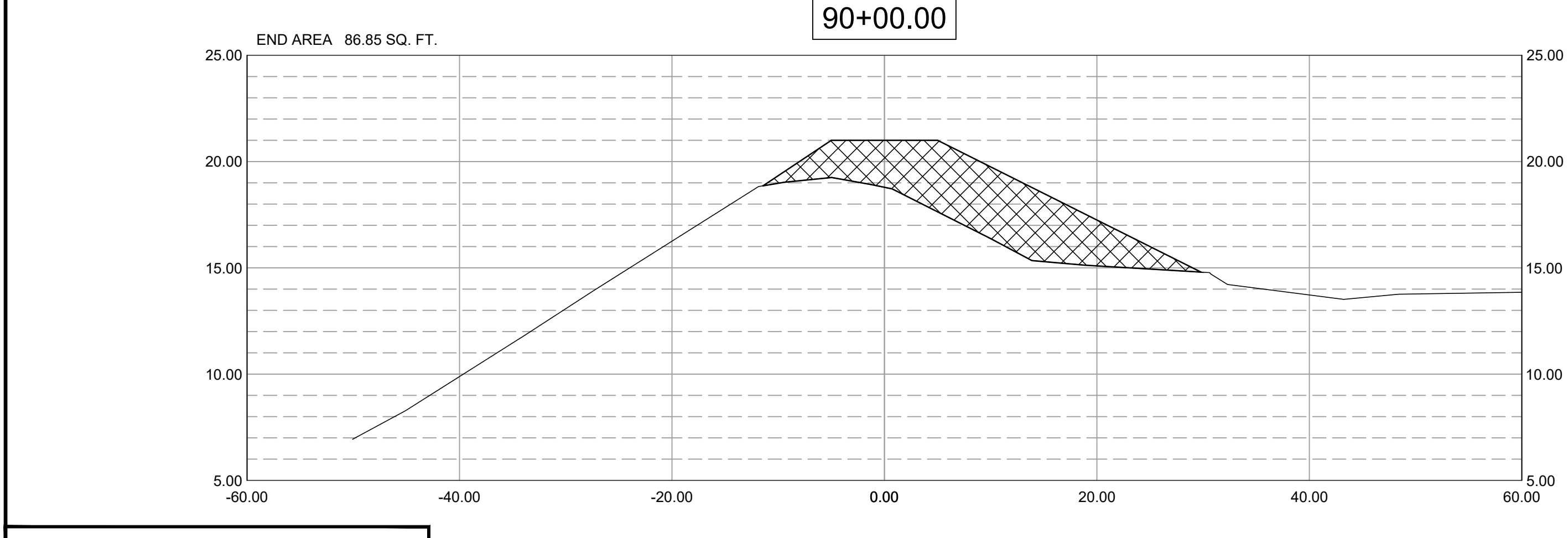
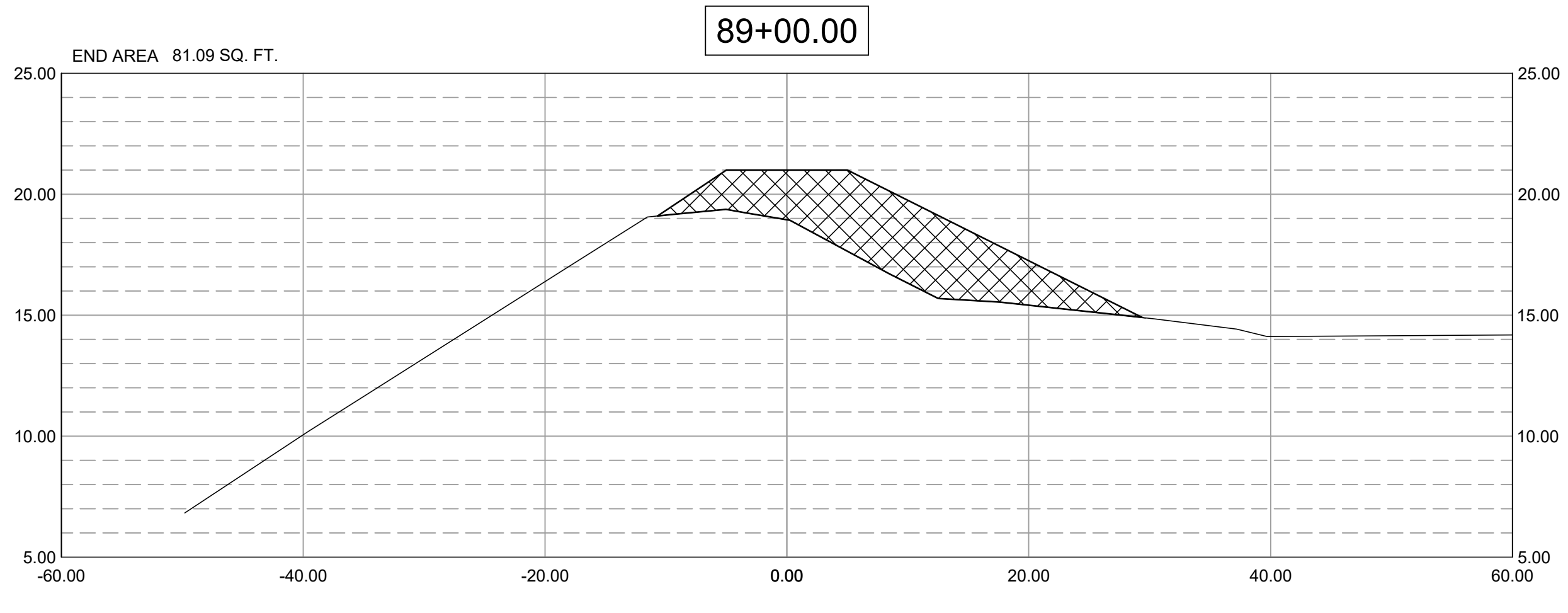
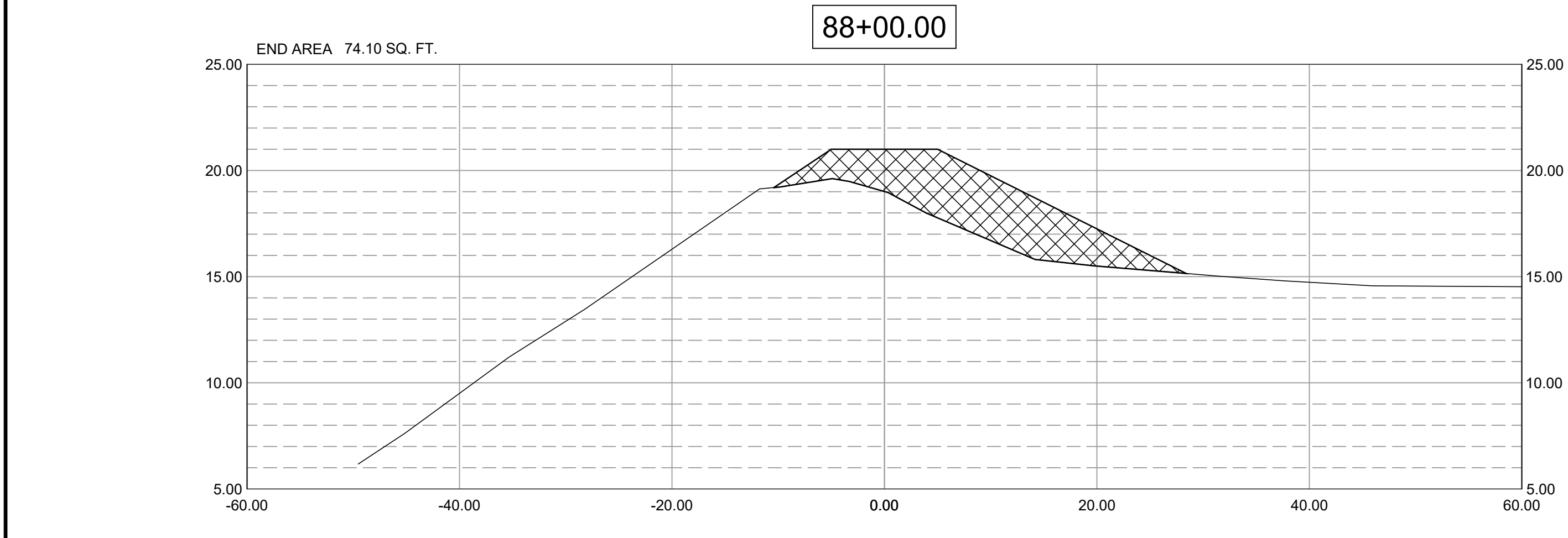
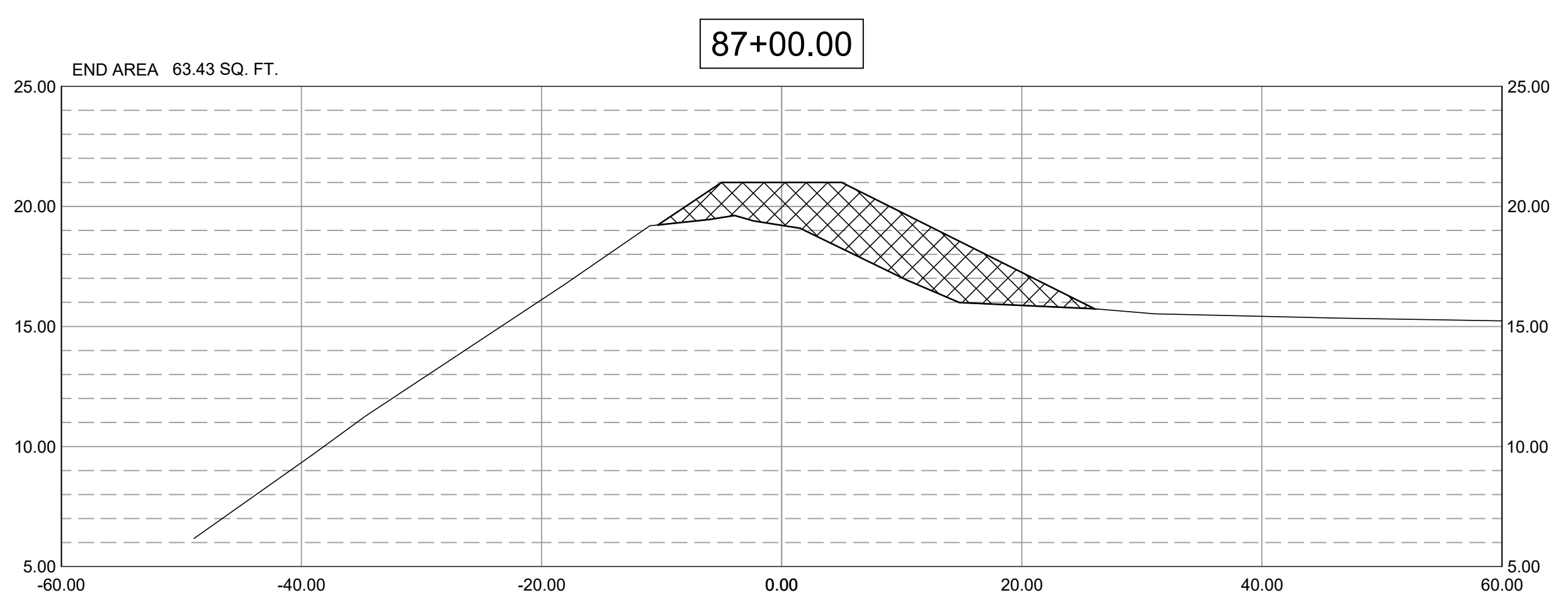
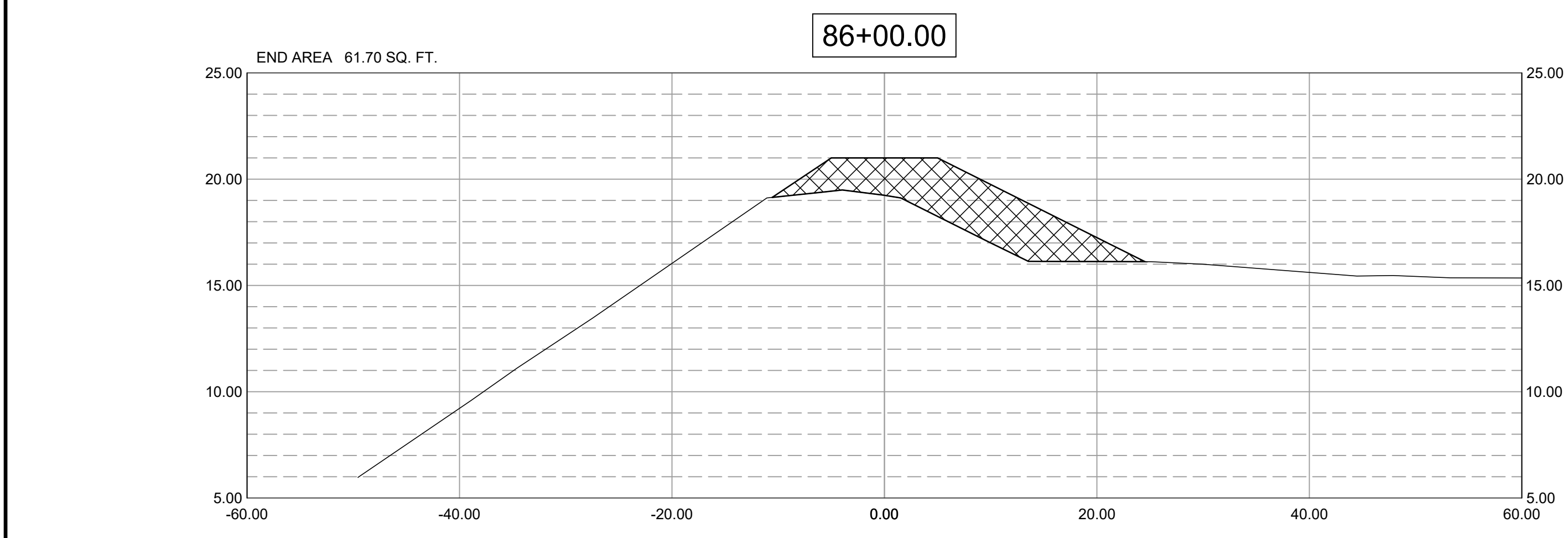
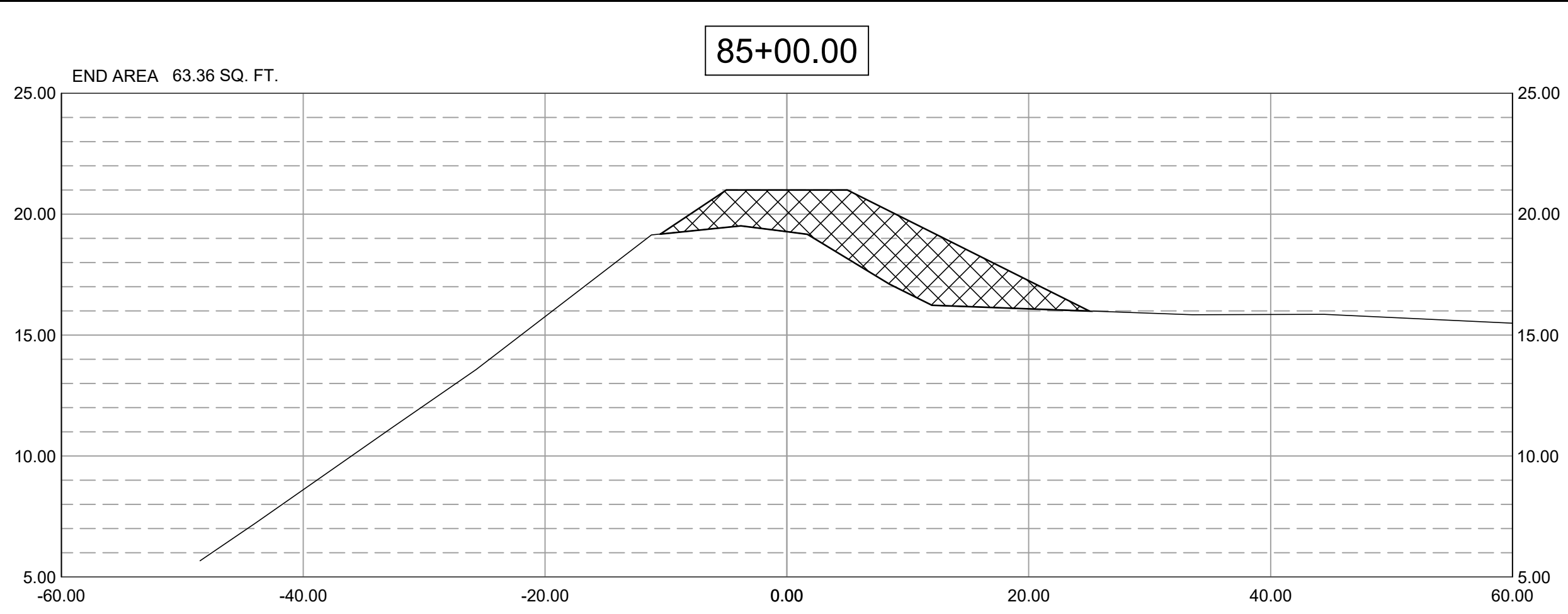
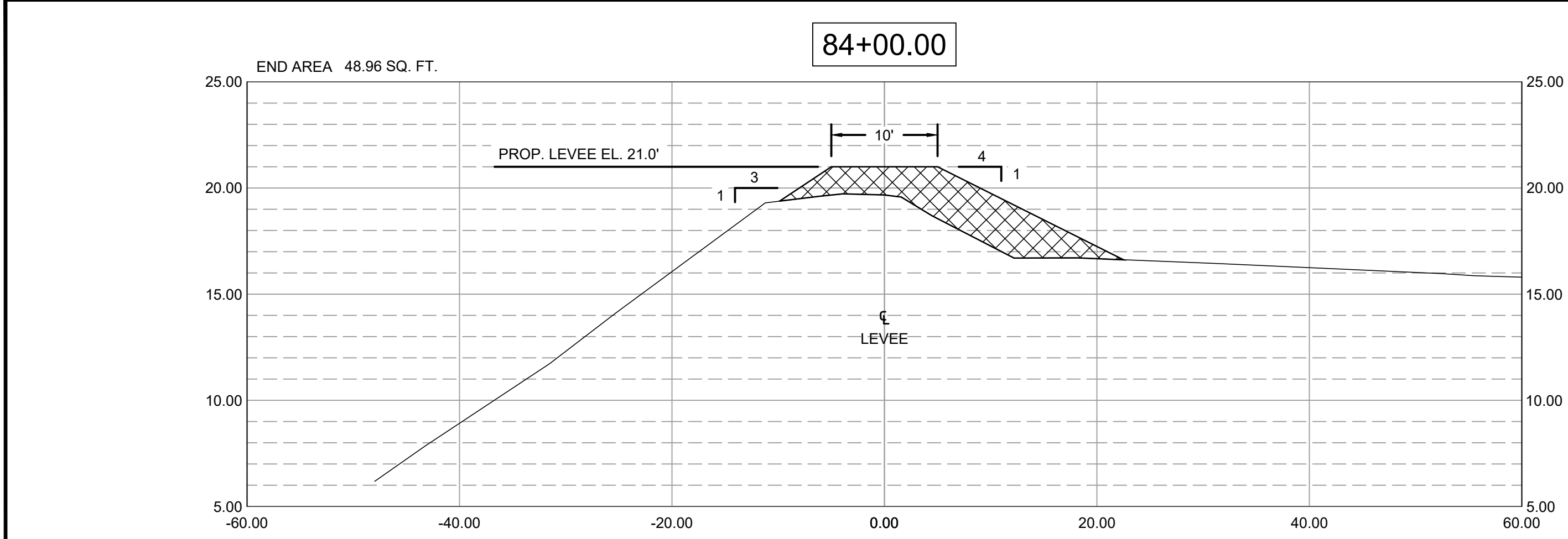
Project: LEVEE REHABILITATION PA 13					
Drafter: LRL	12/20/23	<div>BURROW GLOBAL SERVICES LLC</div> <div>TEXAS FIRM NO. F-5417</div> <div>www.burrowglobal.com</div> <div>Engineering Architectural Construction</div>			
Designer: LRL	12/20/23				
Engineer: RJC	12/20/23				
Checker: KJA	12/20/23				
Manager: KJA	12/20/23				
Project: 4223114		Drawing No		Rev	
Scale: 1" = 10'				S11 A	

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TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES



BGS PROJECT: 4223114



KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV
Client: SABINE NECHES Name: NAVIGATION DISTRICT Plant: PLACEMENT AREA 13 Site: Client Job No:					

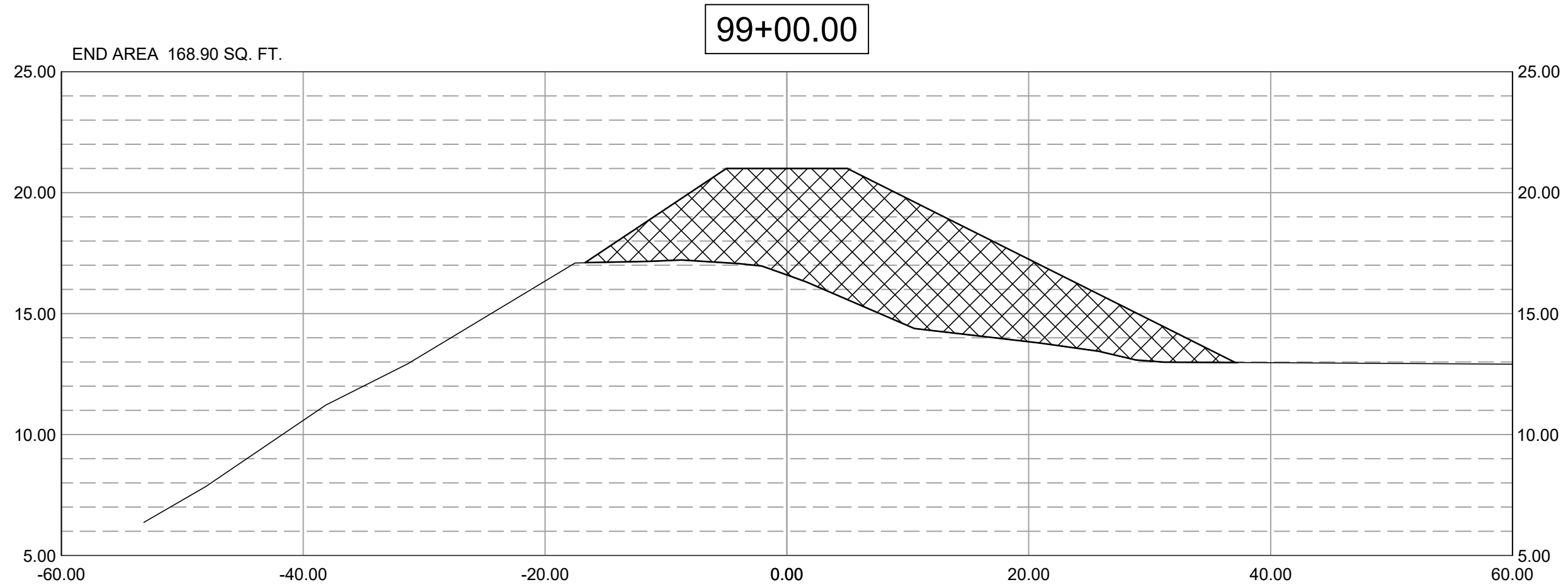
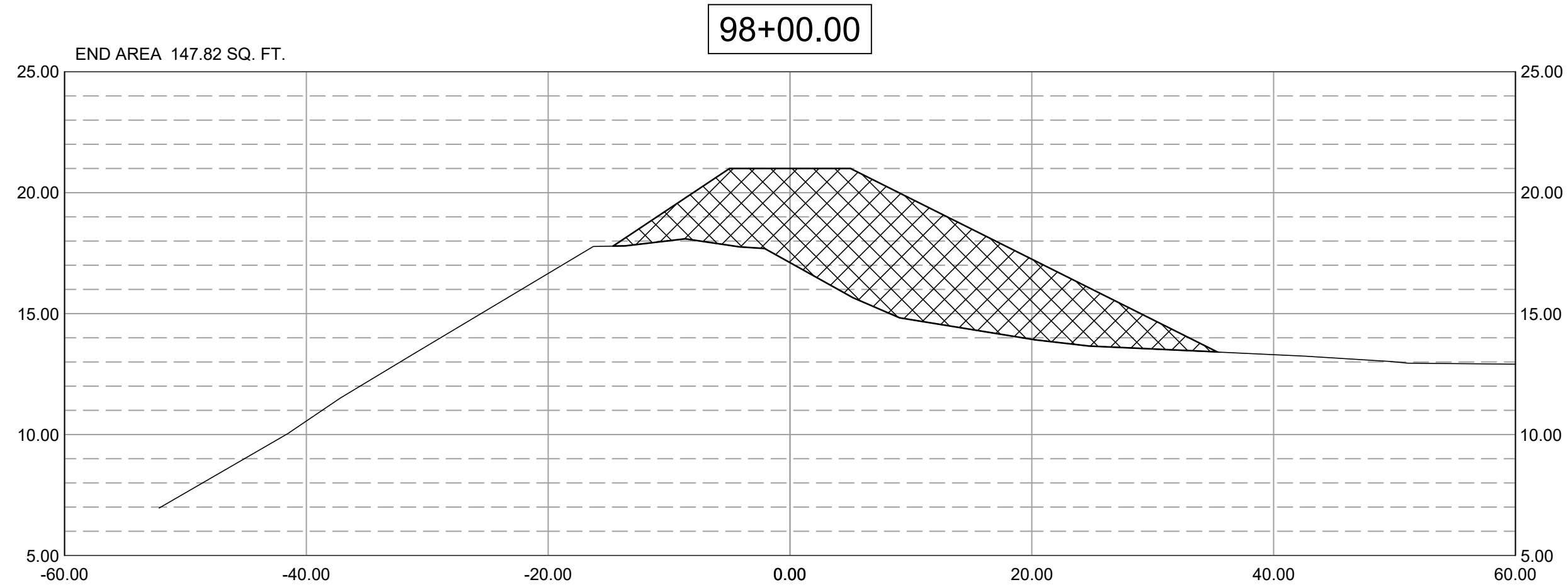
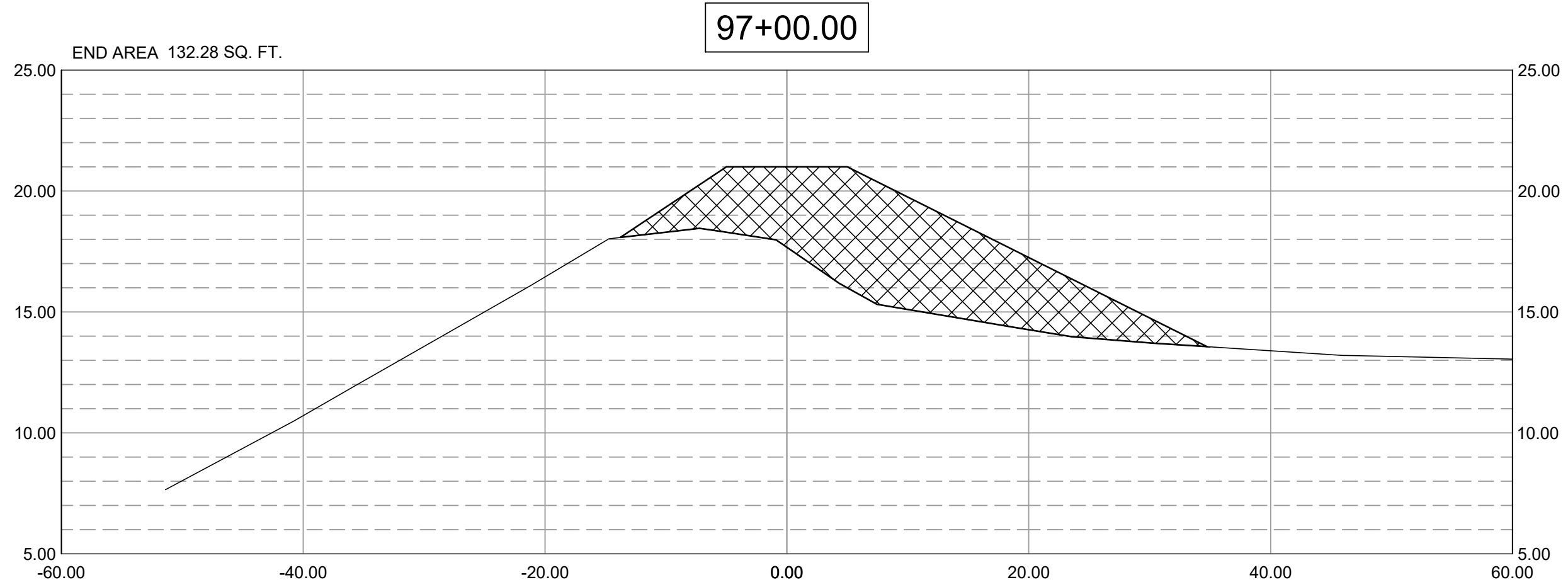
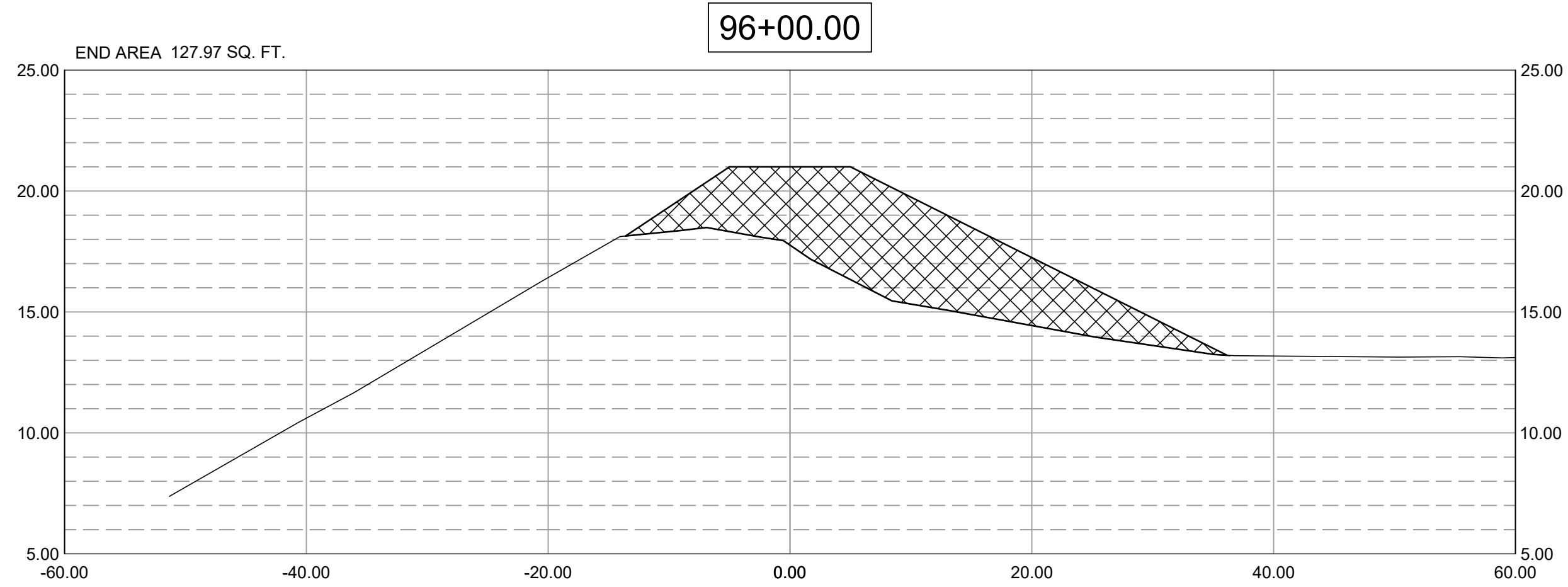
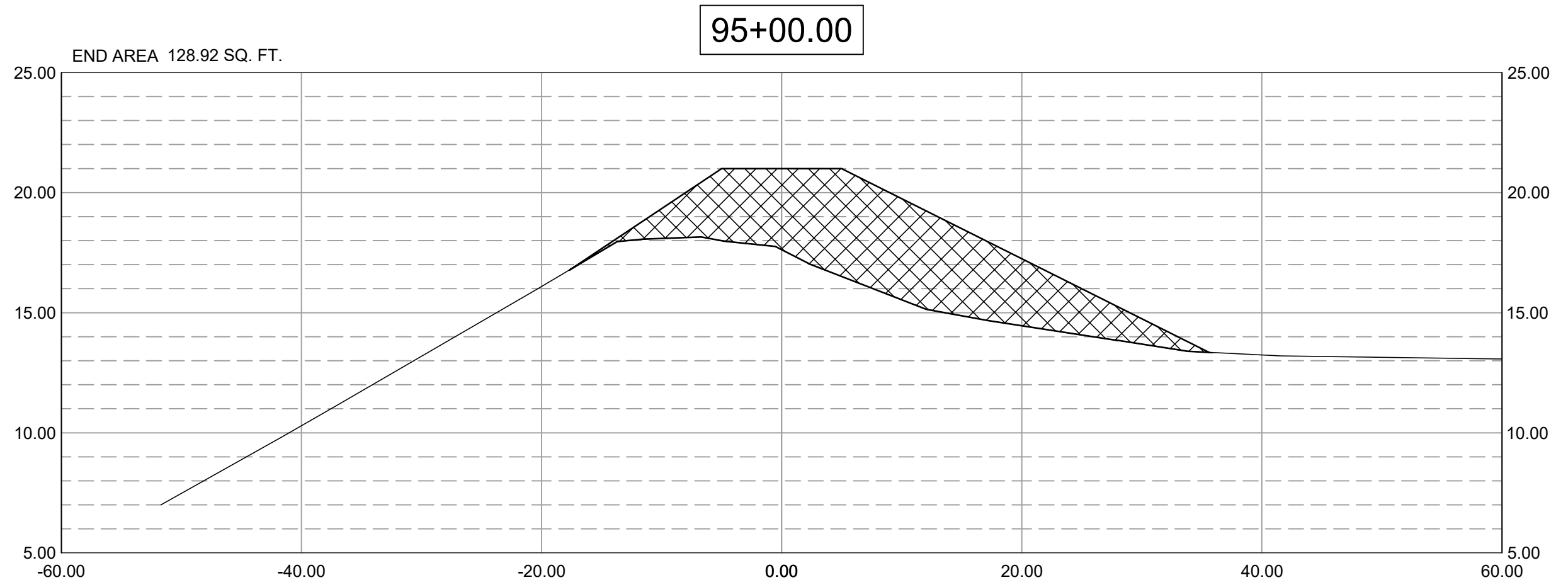
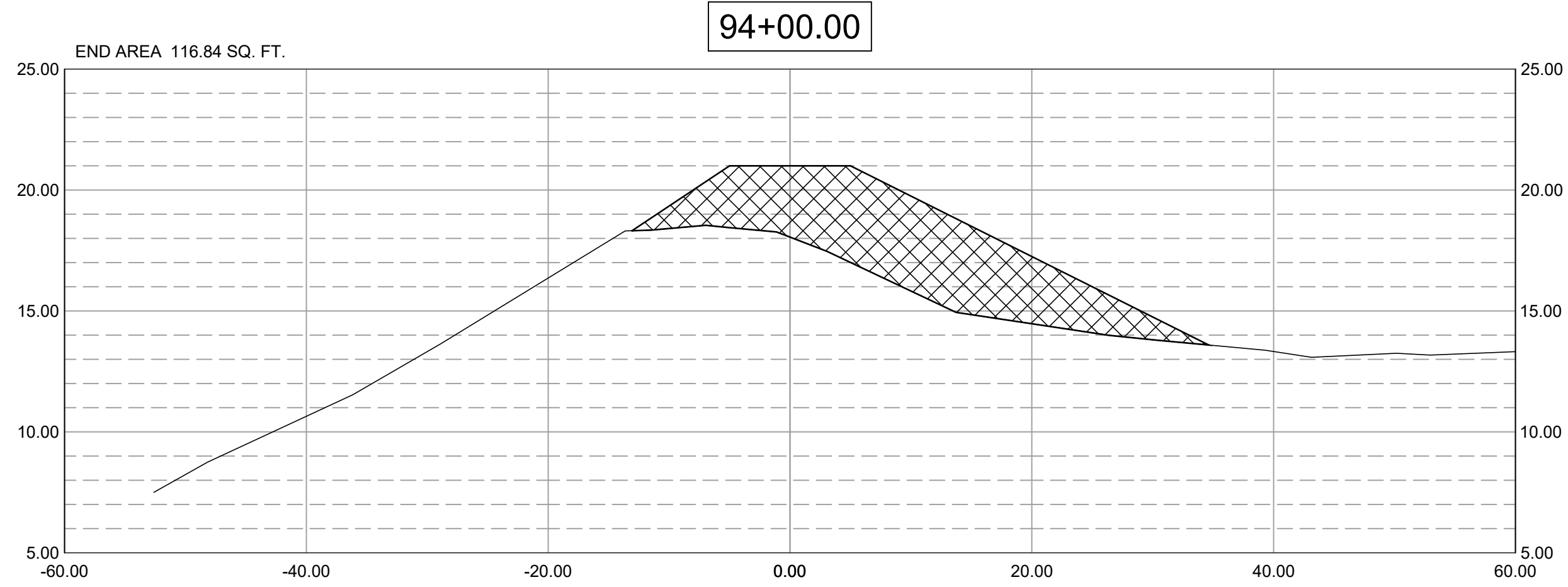
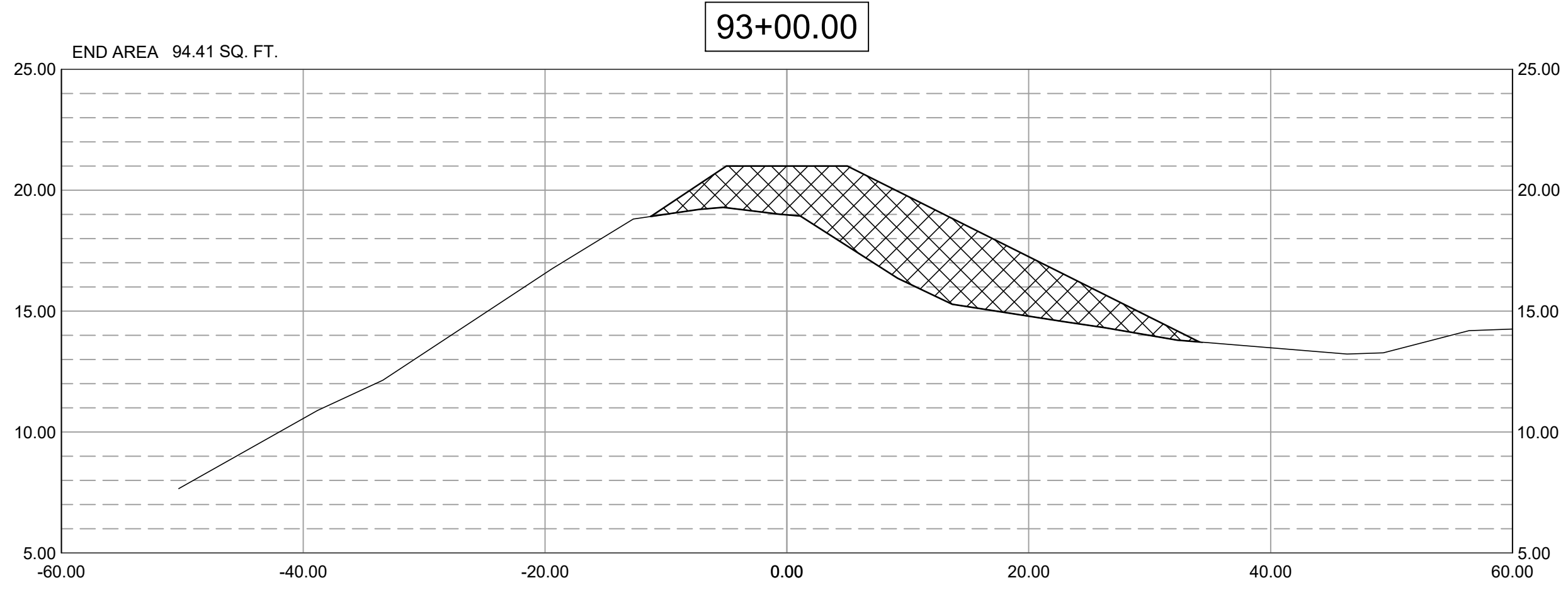
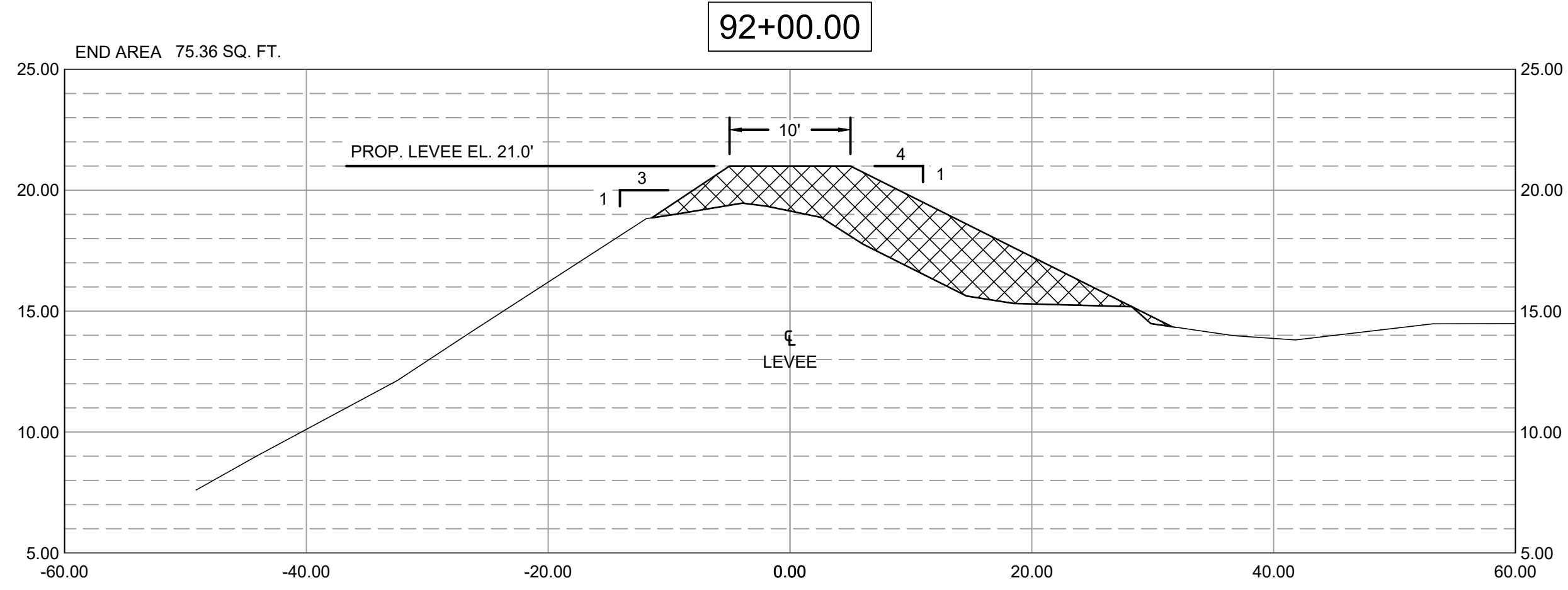
SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13					
Drafter: LRL	12/20/23				
Designer: LRL	12/20/23				
Engineer: RJC	12/20/23				
Checker: KJA	12/20/23				
Manager: KJA	12/20/23				
Project: 4223114		Drawing No		Rev	
Scale: 1" = 10'				S12 A	

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TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES

BGS PROJECT: 4223114



KEY PLAN

NOTES:

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A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV
Client: SABINE NECHES Name: NAVIGATION DISTRICT Plant: PLACEMENT AREA 13 Site: Client Job No:					

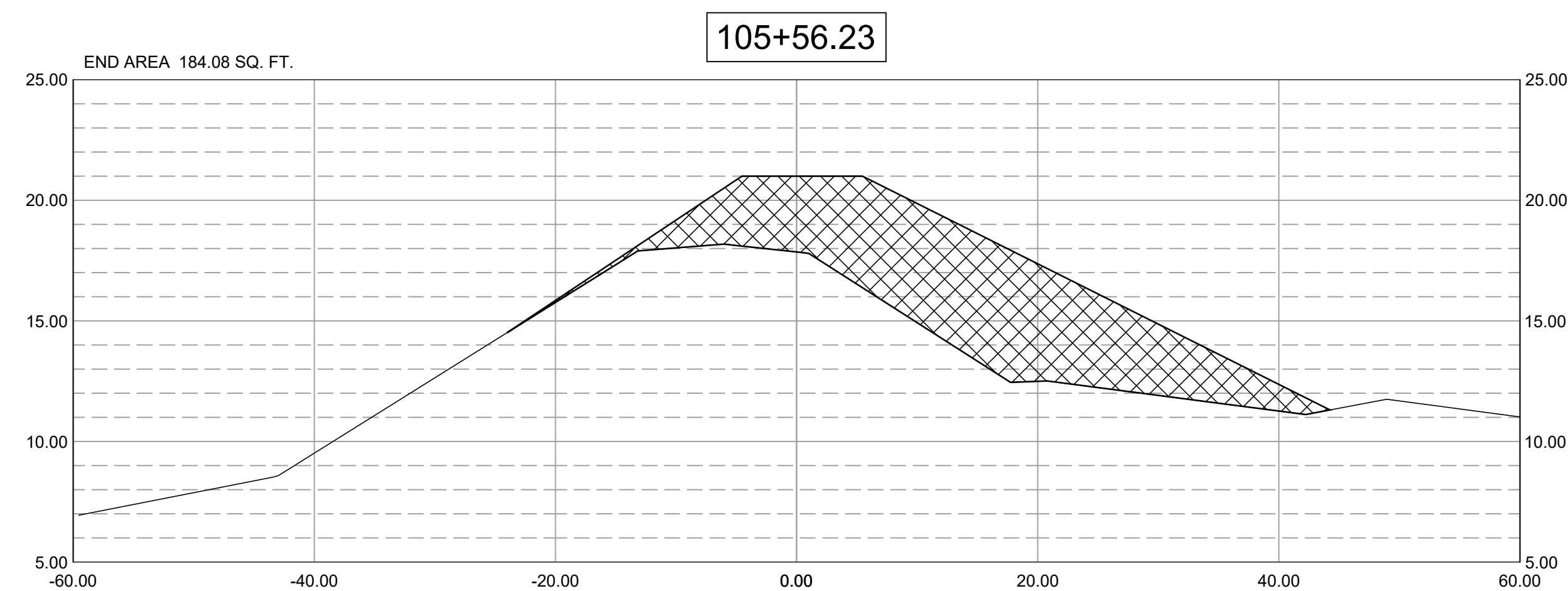
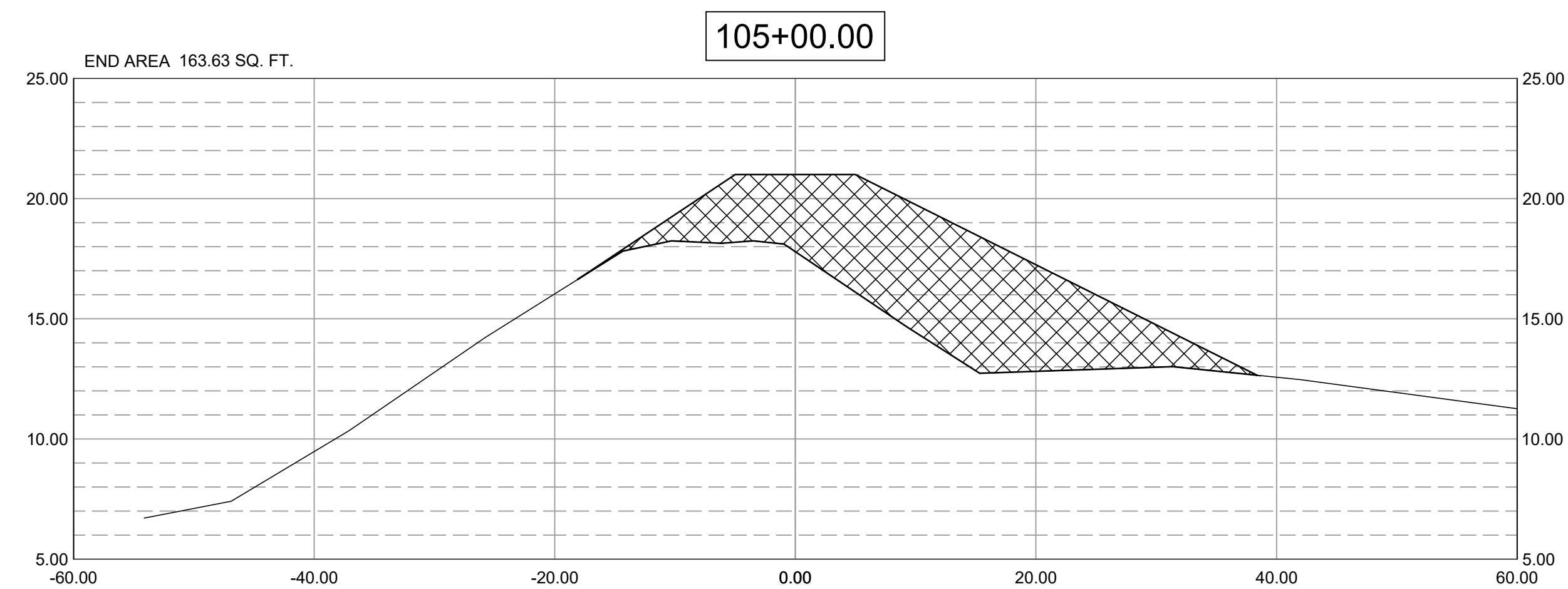
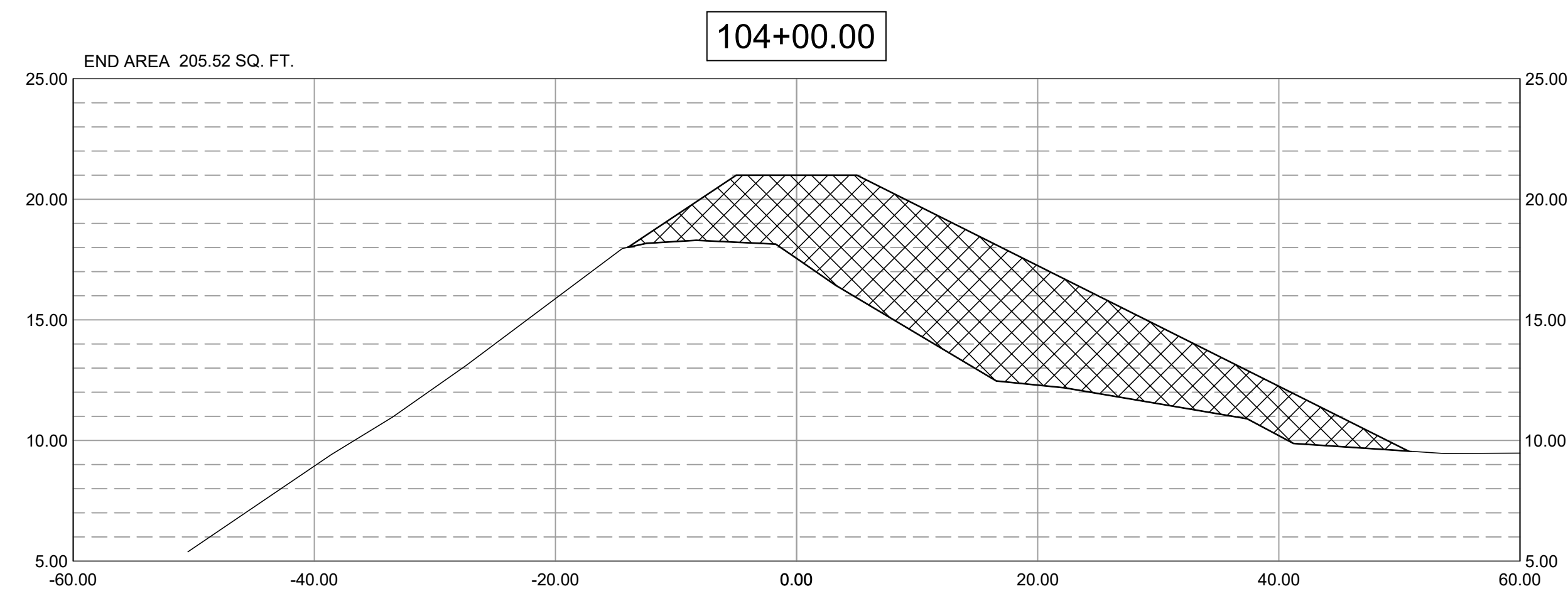
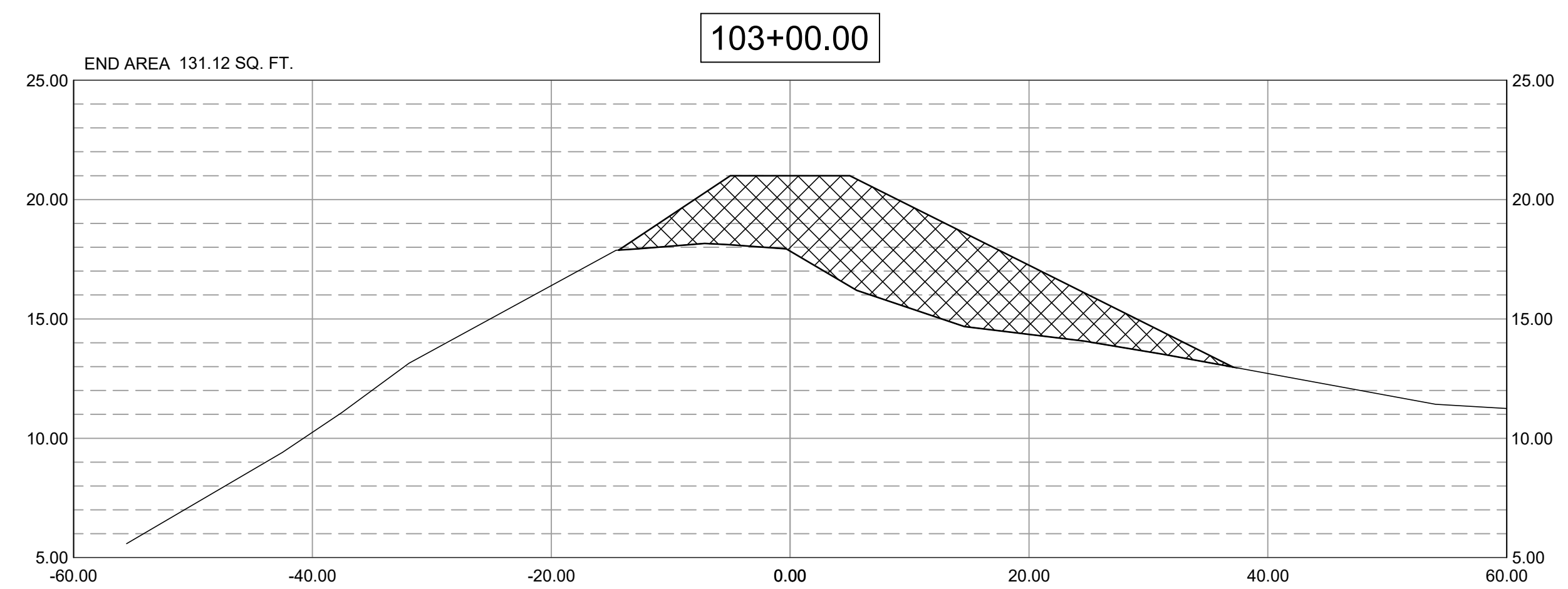
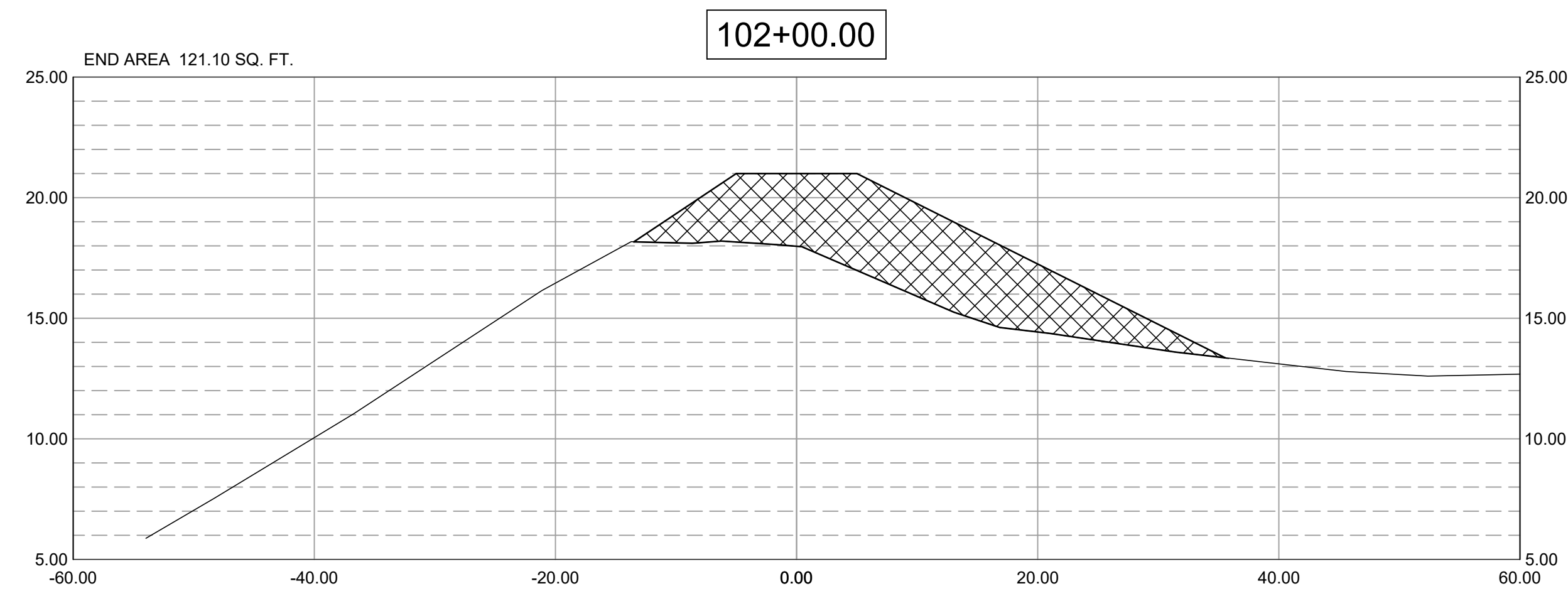
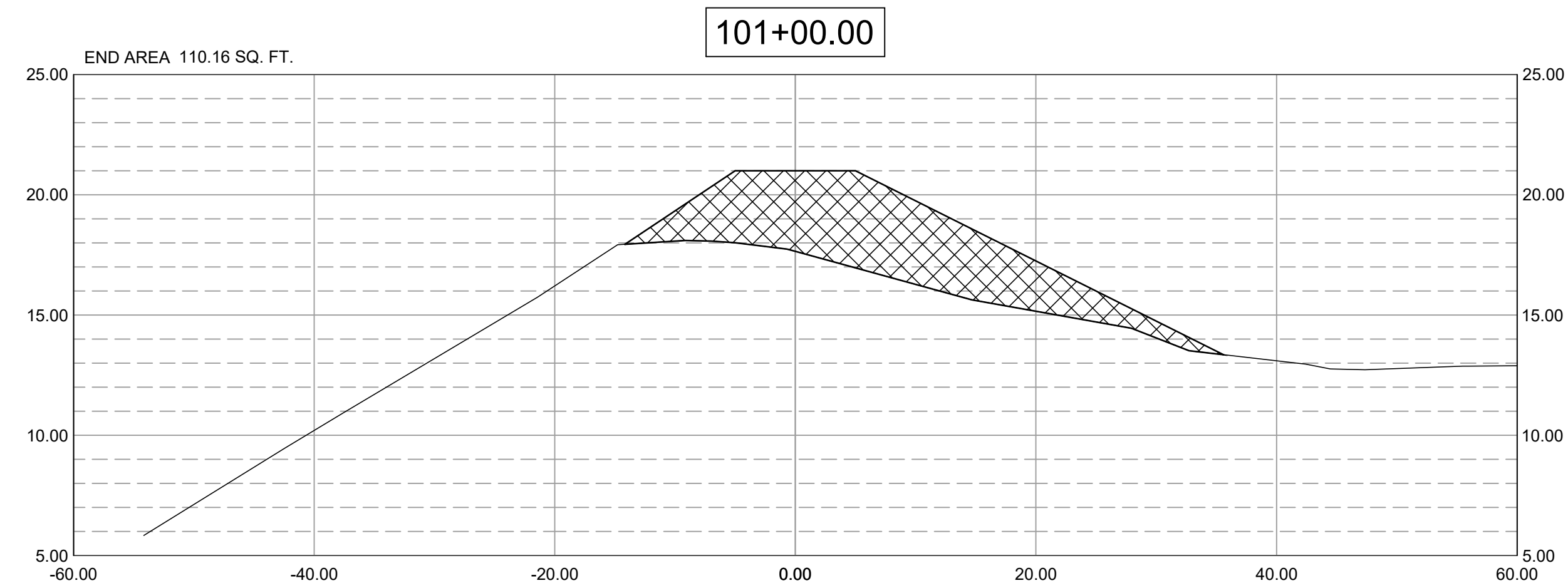
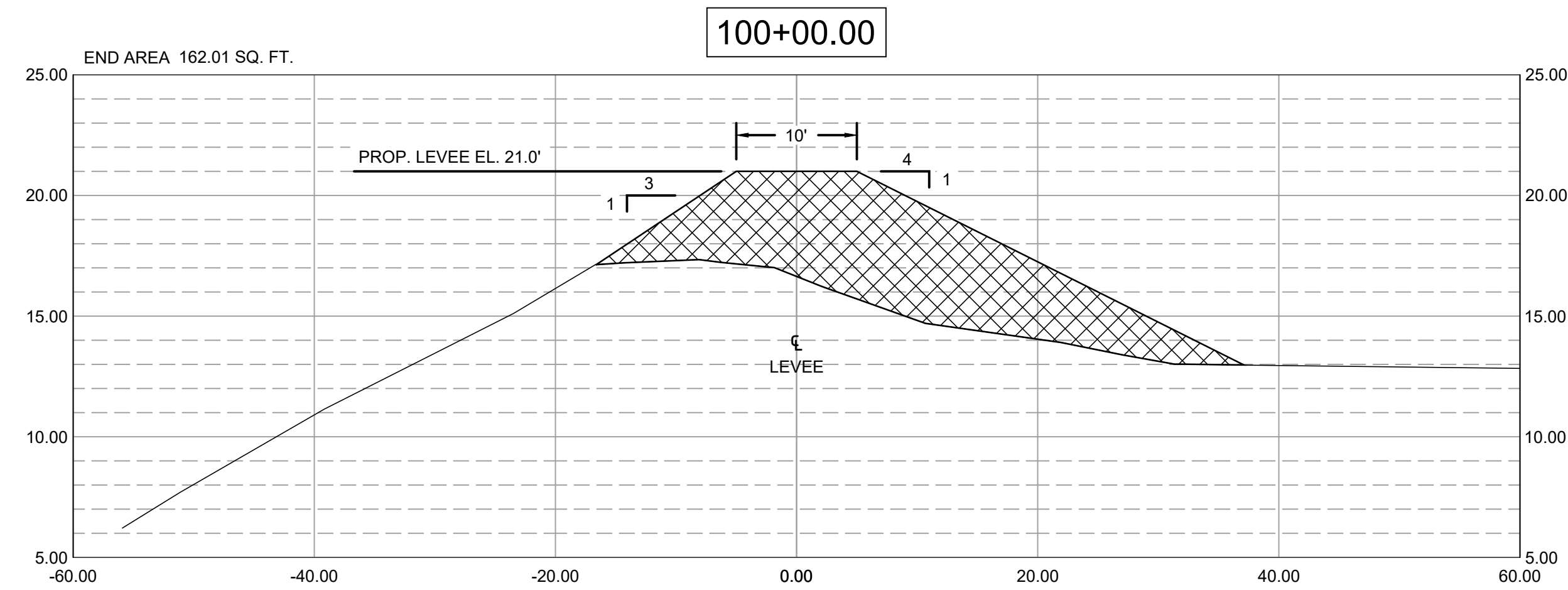
SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13					
Drafter: LRL	12/20/23				
Designer: LRL	12/20/23				
Engineer: RJC	12/20/23				
Checker: KJA	12/20/23				
Manager: KJA	12/20/23				
Project: 4223114		Drawing No		Rev	
Scale: 1" = 10'				S13 A	

ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES

BGS PROJECT: 4223114



ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICE



BGS PROJECT: 4223114

KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID	LRL	KJA	KJA
REV	DATE	DESCRIPTION	DRN	CHK	APV

Client Name:	SABINE NECHES NAVIGATION DISTRICT
Plant Site:	PLACEMENT AREA 13
Client Job No:	

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
PERIMETER LEVEE SECTIONS

Project: LEVEE REHABILITATION PA 13

Drafter:	LRL	12/20/23
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Designer: LRL	12/20/23
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Engineer: RJC	12/20/23
Checked: KJA	12/20/23

Checker: RJA	12/20/23
Manager: KJA	12/20/23

Project:	4223114
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Scale: 1" = 10'

Drawing No	Rev
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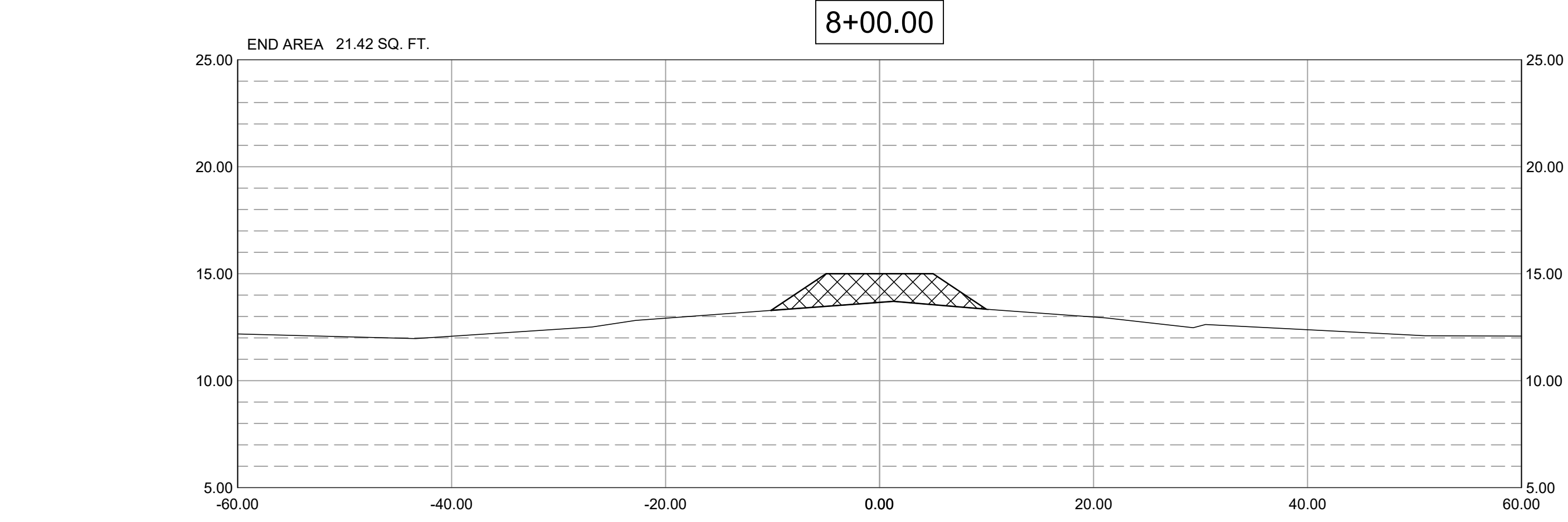
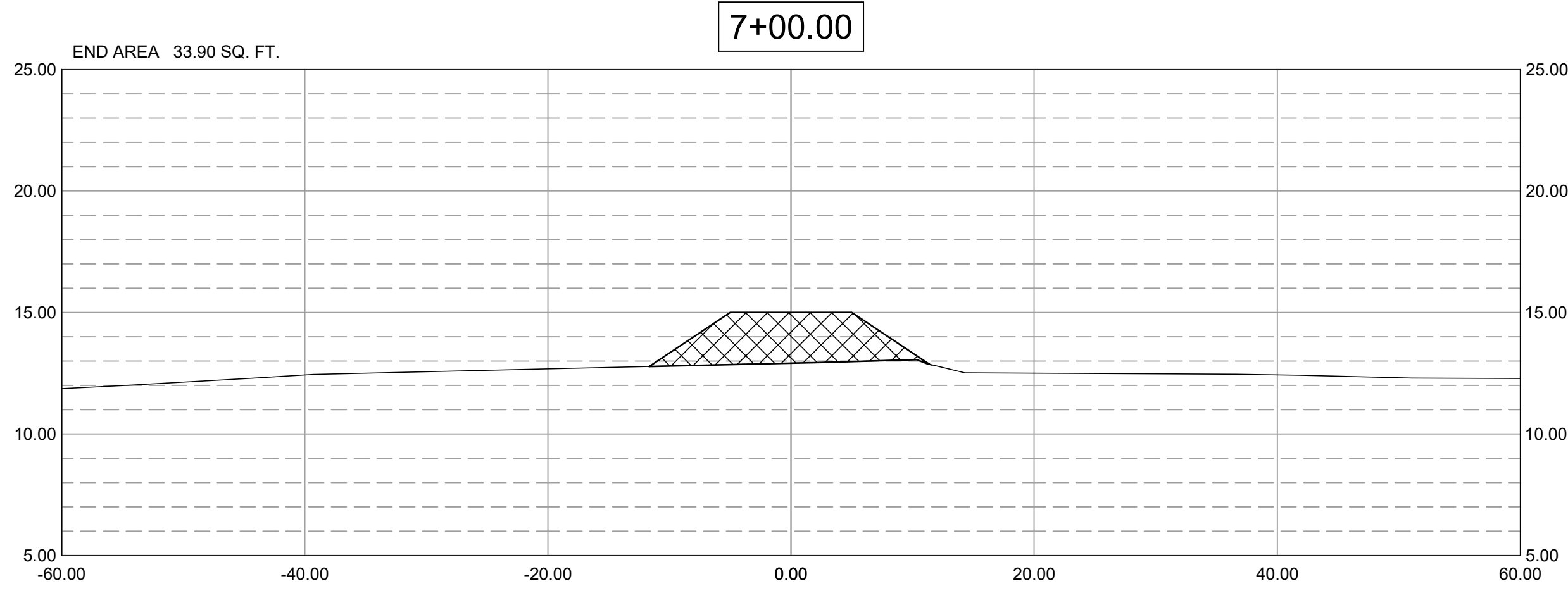
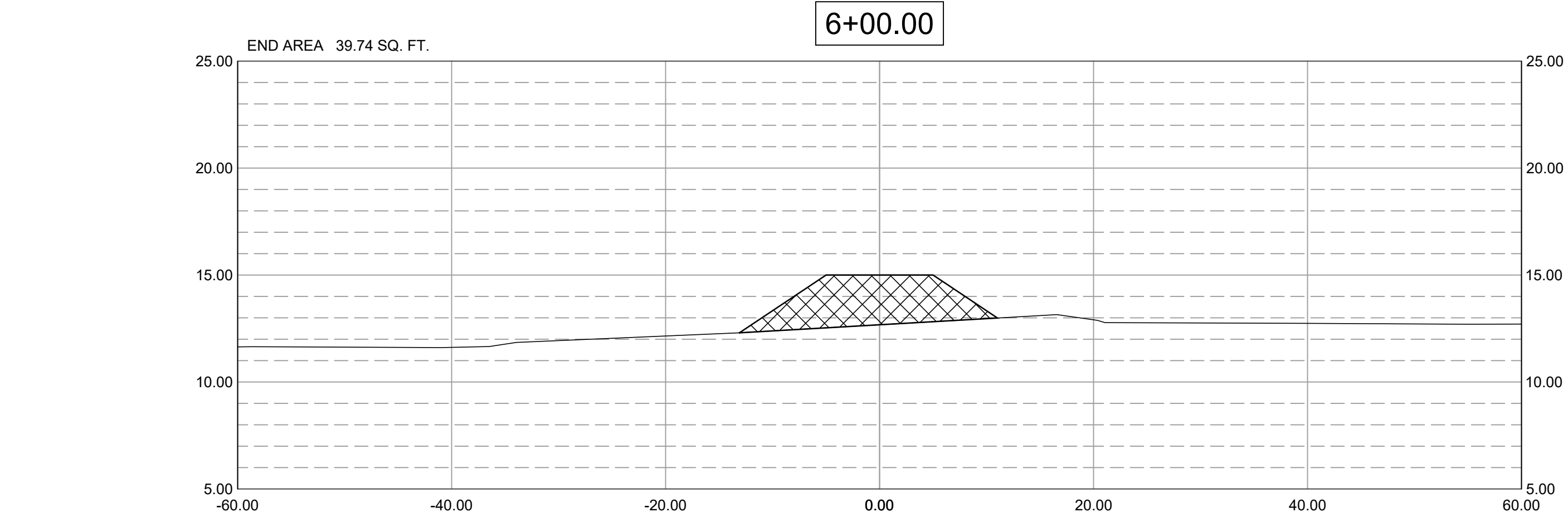
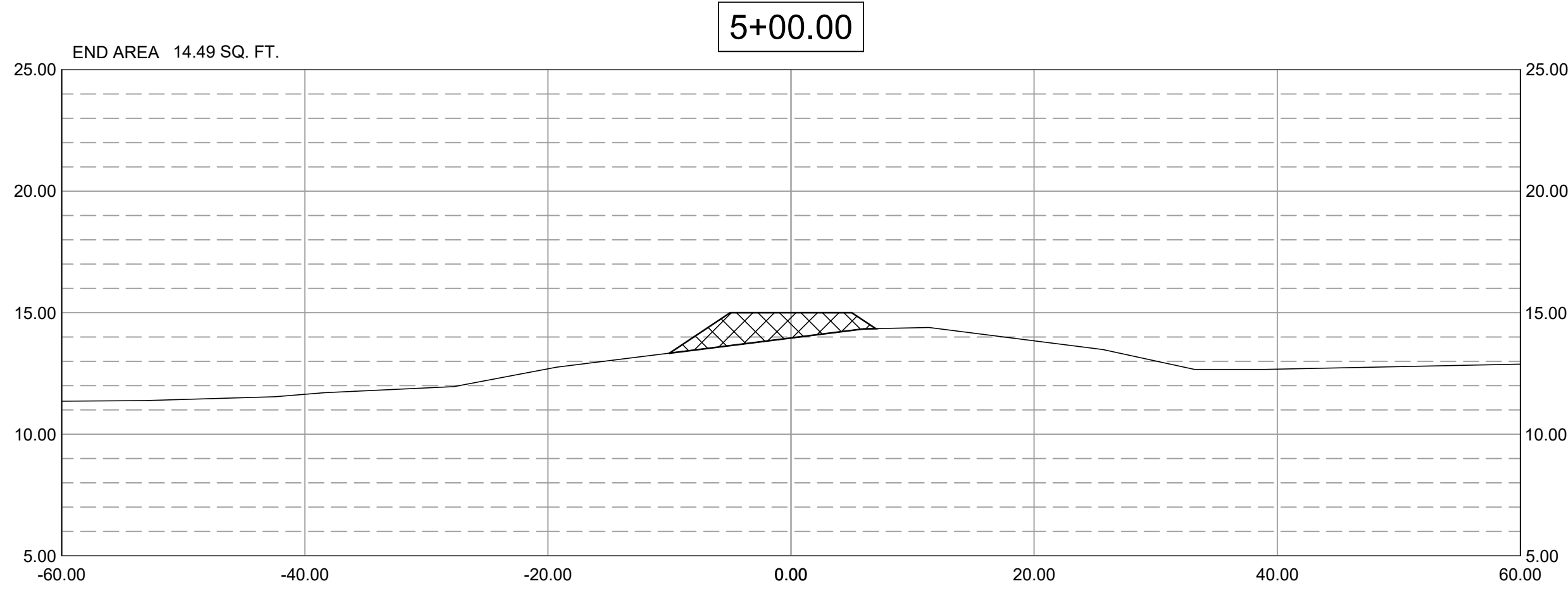
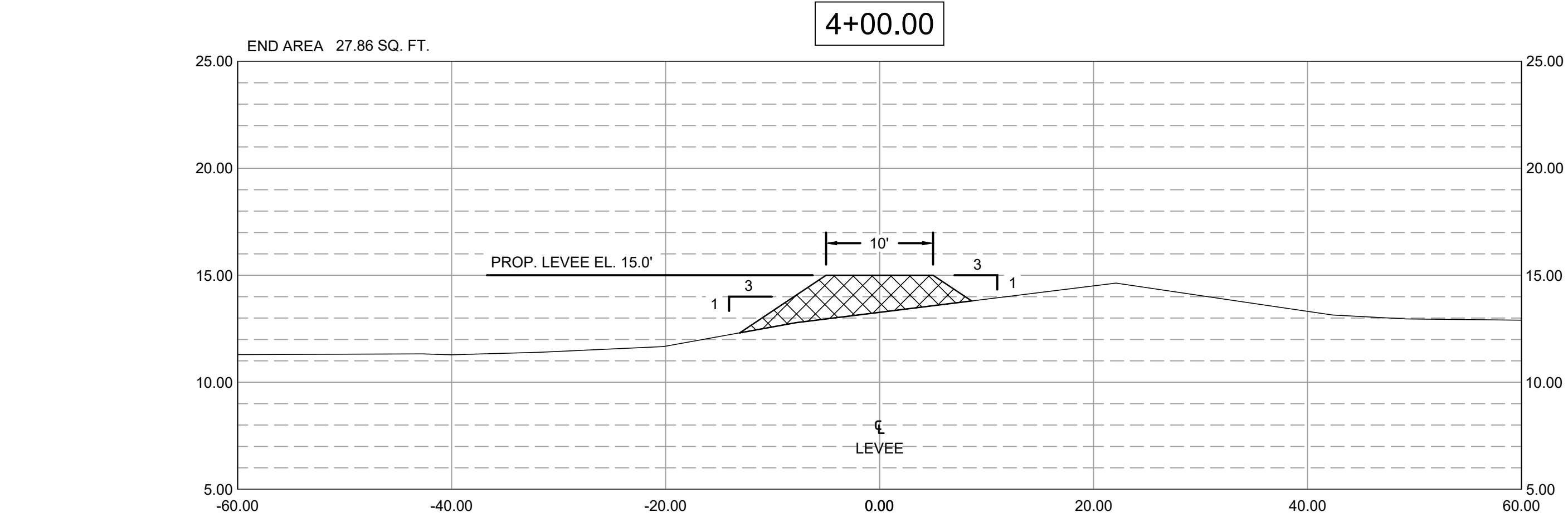


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Engineering Architectural Construction

Drawing No	Rev
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KEY PLAN

NOTES:

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REFERENCE DRAWINGS:

A	12/20/23	ISSUED FOR BID		LRL	KJA	KJA
REV	DATE	DESCRIPTION		DRN	CHK	APV

Client	SABINE NECHES
Name:	NAVIGATION DISTRICT
Plant	PLACEMENT AREA 13
Site:	
Client	
Job No:	

SABINE NECHES NAVIGATION DISTRICT
PLACEMENT AREA 13
TRAINING LEVEE SECTIONS

Project:	LEVEE REHABILITATION PA 13
Drafter:	LRL 12/20/23
Designer:	LRL 12/20/23
Engineer:	RJC 12/20/23
Checker:	KJA 12/20/23
Manager:	KJA 12/20/23
Project:	4223114
Scale:	1" = 10'
Drawing No	
Rev	

BURROW GLOBAL
SERVICES LLC

Texas Firm No. F-5417
www.burrowglobal.com

Engineering Architectural Construction

S16 A

ISSUED FOR BID

TEXAS FIRM NO. F-5417
BURROW GLOBAL
SERVICES

BGS PROJECT: 4223114

SABINE NECHES NAVIGATION DISTRICT			ORIGINAL CONTRACT AMOUNT COMPLETE	CONTRACT AMOUNT - MATERIAL - TOTAL INVOICED AMOUNT TO DATE - MATERIAL TO DATE - LABOR & EQUIPMENT TO DATE - PERCENT COMPLETE TO DATE LABOR & EQUIPMENT -			
PLACEMENT AREA 13 LEVEE PROJECT							
JOB NUMBER _____							
WORK COMPLETED THROUGH _____							
NO. ITEMS - 2			PERCENT COMPLETE	ITEM AMOUNT COMPLETE	PERMANENT MAT'L TOTAL TO DATE MATERIAL THIS INVOICE AMOUNT COMPLETE THIS PERIOD		
TOTAL ORIGINAL CONTRACT AMOUNT		-					
REVISED CONTRACT AMOUNT		-					
BID ITEMS							
ITEM 1 - MOBILIZATION/DEMOBILIZATION		-		-	-	-	-
ITEM 2 - LEVEE CONSTRUCTION including TRAINING LEVEE							
TOTAL BID ITEMS 1 THRU 2		-					
TOTAL CONTRACT AMOUNT		-					
REVISED CONTRACT AMOUNT			CHANGE ORDERS COMPLETE				
AMOUNT COMPLETE TO DATE		-					
LESS 10% RETAINAGE							
PREVIOUSLY COMPLETED		-					
AMOUNT COMPLETE THIS INVOICE		-		-			
PERCENT COMPLETE TO DATE		-					

EXHIBIT N

SEPARATION OF MATERIALS FORM

The successful Bidder shall allocate a portion of the total contract price to those materials that are exempt from sales tax by virtue of their proposed use in fulfilling this contract. Sales tax exempt materials are those materials (including equipment) that are to be incorporated into the constructed Project and/or furnished to the Owner uninstalled.

These materials are, for sales tax purposes, considered sold by the Contractor to the Owner who is a sales tax exempt entity. Such materials are thus exempt from any sales taxes, either on the Contractor's purchase of the materials for resale or on his resale to the Owner.

The following categories of materials do not qualify for the sales tax exemption and shall not be included in the allocation above:

- a. Materials, including motor fuel, which are consumed in the performance of the work.
- b. The Contractor's owned or leased equipment that is used in the performance of the work.
- c. Any materials that are used by the Contractor in the performance of the work and subsequently furnished to the Owner uninstalled.

The Contractor's material prices to the Owner must be no less than his purchase price and may include transportation and handling costs plus a reasonable profit.

The total material price (to the Owner) must be approved by the Owner as a reasonable allocation. This price shall be entered below as noted. This form will be incorporated into the contract documents before execution.

Inclusion of this form in the contract documents does not in any way relieve the Contractor from furnishing documentation to the State Comptroller as required by state regulations.

1. TOTAL CONTRACT AMOUNT \$ _____
2. SALES TAX EXEMPT MATERIALS \$ _____
(All materials which are (a) furnished by Contractor
and incorporated into completed project or (b) furnished
uninstalled by Contractor to Owner)
3. OTHER COSTS \$ _____
(Including installation and consumable materials)

- NOTES:
1. Line 1 = contract price as awarded.
 2. Line 2 + Line 3 must equal Line 1.
 3. Line 2 must be not less than Contractor's anticipated invoice price for all sales tax exempt materials.

EXHIBIT O

VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

This Questionnaire has been adopted by the Board of Commissioners (“Board”) of the Sabine Neches Navigation District of Jefferson County, Texas (“District”) pursuant to its Policy Regarding Disclosures by Vendors and Commissioners (the “Policy”) as required by Local Government Code Chapter 176.

The individual or entity named below provides, or has contracted to provide, or has engaged in negotiations to provide, goods or services to the District. This Questionnaire is made and filed by the Vendor under penalty of perjury.

PLEASE COMPLETE THIS QUESTIONNAIRE ON THE SECOND PAGE OF THIS FORM. BE SURE TO INITIAL THE LINE AT THE BOTTOM RIGHT-HAND CORNER ON THE REVERSE SIDE OF THIS FORM AFTER THE QUESTIONNAIRE HAS BEEN COMPLETED.

Signing and Filing Instructions. This Questionnaire should be signed by the Vendor if the Vendor is a natural person. If the Vendor is not a natural person but is some other type of legal entity, such as a corporation, general partnership, limited liability company, limited liability partnership, limited partnership, joint venture, or unincorporated association, this Questionnaire should be signed by an authorized representative of the Vendor, with an indication of the position or office held by the person signing this Questionnaire. The date of signing must be indicated in the spaces shown below. When completed, this Questionnaire, together with any attachments, must be filed with the District. It may be filed with the Secretary of the Board of Commissioners, or with the District’s Director.

The Policy provides that, for purposes of the Policy, a Questionnaire shall be deemed to have been filed if it has been placed in the custody of the United States Postal Service in a proper envelope, properly addressed and proper first-class postage affixed thereto, not later than the date by which the filing is required to be accomplished. An official postage cancellation stamp or marking by the United States Postal Service shall conclusively establish the mailing date. In all other cases, filing shall be deemed to have been accomplished only upon and as of the date of actual receipt of the Conflict of Interest Questionnaire by the District. However, if the applicable filing deadline falls on a weekend or holiday observed by the District such that its administrative staff is not scheduled as a business day, then the applicable filing deadline shall be deemed to be the first day that is not a weekend or holiday observed by the District.

Date Signed: Month: _____ Day: _____ Year: _____

Printed Name of Vendor: _____

Signature of Vendor / Vendor’s Representative: _____

Typed / Printed Name of Person Signing: _____

Title of Person Signing if Vendor is not a natural person: _____

VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

Choose one and only one of the following:

___ This is an initial Questionnaire. It is filed by or on behalf of the Vendor named below not later than the seventh day after the date the Vendor (a) has begun contract negotiations with the District or (b) has forwarded an application, a response to a request for proposal, correspondence, or other writings related to an agreement or potential agreement with the District.

___ This is an updated Questionnaire. It is filed on September 1 of the year shown below if, within the 12-months' period preceding September 1, the Vendor (a) has begun contract negotiations with the District or (b) has forwarded an application, a response for proposal, correspondence, or other writings related to an agreement or potential agreement with the District.

___ This is an updated Questionnaire. It is filed after an event that would make a statement in a prior Questionnaire filed by the Vendor (initial or annual update) incomplete or inaccurate.

Choose one and only one of the following: As of the date this Questionnaire is signed, the Vendor hereby certifies that:

___ The Vendor has no employment or other business relationship with any Commissioner of the District that results in the Commissioner receiving taxable income.

___ The Vendor has an employment or other business relationship with at least one Commissioner of the District that results in the Commissioner receiving taxable income. The name(s) of the Commissioner(s), and a description of the relationship(s), is/are described in further detail as follows (if additional space is required, attached a separate page and check this box):

Choose one and only one of the following: Within the 12-months' period before the date this Questionnaire is signed, the Vendor certifies that:

___ The Vendor has not given any one or more gifts, or offered to give any one or more gifts, of a value or total value over \$250, to any Commissioner of the District.

___ The Vendor has given one or more gifts, or has offered to give any one or more gifts, of a value or total value over \$250, to at least one Commissioner of the District. The name(s) of the Commissioner(s), and a description of the gift(s) or offer(s) to make a gift, is/are described in further detail as follows (if additional space is required, attach a separate page and check this box):

Initials of person signing the Questionnaire:

SABINE-NECHES NAVIGATION DISTRICT
8180 Anchor Drive
Port Arthur, TX 77642

Guidelines for Performance and Payment Bonds
to be furnished by Contractors working for the District

- (1) The Contractor shall furnish Performance and Payment bonds, each in an amount equal to 100% of the contract price, to guarantee successful completion of the job.
- (2) The Obligee under the Performance and Payment bonds shall be Sabine-Neches Navigation District, 8180 Anchor Drive, Port Arthur, TX 77642.
- (3) The Performance and Payment bonds shall be issued using bond forms which are suitable for public work in Texas (see Chapter 2253, Texas Government Code), and shall be furnished to the Owner/Obligee before commencement of the work.
- (4) The bonds shall be issued and executed by a surety company that is (a) acceptable to the Owner/Obligee, (b) licensed in Texas, and (c) listed in the U. S. Department of Treasury Circular 570C and qualified therein to provide a bond in the amount required.
- (5) The surety company shall be represented by a bonding agent licensed for doing business in Texas.
- (6) The bonds shall be signed by the Contractor and by an authorized representative of the surety company, and shall be accompanied by a power-of-attorney or other document certifying the agent's authority to execute the bond.
- (7) The bonds shall be dated the day of the contract or later, and not before the date of the contract.

November 1, 2014

Robert J. Robertson, Risk Manager, J. S. Edwards & Sherlock Agency