

REQUEST FOR QUALIFICATIONS
Progressive Design-Build Services for
Railyard Flyover Project

RFQ No. 2024-06

Port File: 8.339



Port of Port Arthur Navigation District
of Jefferson County, Texas

Commissioners:

John Comeaux, President

Randy T. Martin, Vice President

Linda Turner Spears, Secretary/Treasurer

Raymond Johnson, Commissioner

Mary Wycoff, Commissioner

Larry Kelley, Port Director / CEO

July 17, 2024

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Section 1: Background

1.1 Introduction

This Request for Qualifications (RFQ) for the Port of Port Arthur Railyard Flyover Project (Project) invites statements of qualifications (SOQs) according to the requirements set forth in this RFQ, including the format and content guidelines in Section 5. The SOQs will be reviewed and evaluated as described in Section 6 to select a short list of up to three (3) Respondents as described in Section 6. After evaluating the Respondents' SOQs, the Port of Port Arthur Navigation District of Jefferson County, Texas, a Navigation District created under Section 59, Article 16 of the Constitution of the State of Texas (Owner) intends to issue a request for proposals (RFP) to the short-listed Respondents, inviting them to submit a proposal in response to the RFP, ultimately leading to award of a Progressive Design-Build (PDB) Contract [see Attachment B (Draft PDB Contract)]. The capitalized terms in this RFQ have the meanings as first used in the text of this RFQ and/or as defined in Attachment A (Definition of Terms).

The Project is to be designed and constructed in two phases using the PDB delivery method:

Phase 1 preliminary design and preconstruction services: Prepare design to approximately 60% complete, or as otherwise agreed, and prepare a Phase 2 Proposal. Phase 1 is completed when there is agreement on the Project schedule and price—whether it be a guaranteed maximum price (GMP) or a lump sum.

Phase 2 final design and construction services: Complete design, procurement of subcontractors and vendors, self-performance of certain elements of the construction (where permitted and at the Owner's discretion), and full construction and commissioning.

In no event will the Owner be liable for any costs incurred by any Respondent or any other party in developing or submitting an SOQ.

1.2 Owner's Objectives

By selecting the PDB delivery method for this Project, Owner is committed to working in close collaboration with the selected Design-Builder during Phase 1 to develop a design that achieves Owner's objectives at a mutually agreeable GMP or lump-sum price for delivery of the Project. Owner also expects the Design-Builder to construct the Project, as designed, within the agreed-upon price and schedule, through commissioning and startup. The following Project-specific objectives are provided to give Respondents a better understanding of the Project and the work to be performed.

- Provide overhead grade crossing of existing rail tracks and future hurricane flood protection levee and to safely travel between the Port facility and public owned rights of way.

- Provide a best value design considering both capital and life-cycle costs.
- Implement an effective safety program incorporating industry best practices.
- Develop a mutually beneficial balance of risk allocation between the Owner and the Design-Builder.
- Achieve the desired Design-Build Notice to Proceed date of November 2024.

Section 2: Project Overview

2.1 Project Site and Location

The project is located in the City of Port Arthur on its southwest side. The project will cross over the Canadian Pacific Kansas City (CPKC) railyard and a future extension of the US Army Corps of Engineers (USACE) hurricane flood protection levee. The project will have terminus points within the Port of Port Arthur and Rev. Dr. Ransom Howard Drive, a publicly dedicated improved road right of way. See Attachment F (Location Map) for more information.

2.2 Project Scope

The scope of work includes design and construction of improvements to construct an elevated flyover bridge and is anticipated to include the following:

- The bridge design shall be in accordance with AASHTO LRFD Bridge Design Specifications for HL-93 loading, as well as any Port specific permit loading.
- Geotechnical investigation and design which shall be performed in accordance with Texas Department of Transportation Geotechnical Manual.
- Pavement design shall be in accordance with the Texas Department of Transportation Pavement Design Manual.
- The approach roadway alignment and profile shall be designed according to the Texas Department of Transportation Roadway Design Manual, and meet the specifications of large transport vehicles, including low-boy and heavy military transports.
- Profile grades shall be set to allow truck traffic to safely cross the levee system without stalling or causing their load to shift.
- Vertical clearances shall meet FHWA requirements for freight routes through the Port property, and railroad requirements through railroad ROW.
- Horizontal alignment shall allow for the existing average vehicle length and turning radius and shall consider future super loads as well.
- The bridge superstructure shall utilize economic and corrosion resistant concrete I-girders that can support Port-specified vehicle loading. TL-4 concrete barrier with bridge safety lighting will be used on the bridge slab.

- The bridge substructure will utilize single column, hammerhead bents supported on multi-pile caps to allow for maximum site utilization and special requirements of adjacent railroad operations.
- The approach roadway design shall address drainage impacts, stormwater pollution prevention, maintenance of traffic, signing, pavement markings, and traffic signals (if necessary).
- Design Data Collection including land survey of all topographic features within the project limits; Subsurface Utility Exploration (SUE), including Quality Level-A utility locations and test holes.
- All existing rail tracks are to remain in service during the duration of construction.
- Right of Way and easement identification.
- Third-Party coordination, including CPKC Railway, US Army Corps of Engineers, City of Port Arthur, Jefferson County Drainage District No. 7, and Texas Department of Transportation (Bridge Division).
- Subsurface Utility Engineering (SUE) including identification of all utilities and related coordination with affected utility companies.
- Assist the Owner with Environmental Assessment and Permitting which is currently being performed by Owner.
- Landscape and site restoration.

Additional information specific to the Project scope, design standards, and technical requirements are described in more detail in Attachment D (Project Background Documents). Project background documents are being made available to Respondents for the purpose of illustrating the scope and scale of the Project based on its current definition. Owner is providing these documents only for the purpose of informing SOQ development and does not confer a license or grant for any other use.

2.3 Project Funding

The project is partially funded by grant funding from the State of Texas, acting by and through the Texas Department of Transportation, utilizing funds from the Port Access Account Fund and Texas Mobility Fund. The Owner will be reimbursed for eligible grant fund expenditures.

2.4 Project Permits and Approvals

The Permit Matrix included in Attachment D (Project Background Documents) identifies anticipated permits and approvals required for the Project. Final determination of required permits is the responsibility of the Design-Builder based on their specific design development. All permits are the responsibility of the Design-Builder unless specifically noted as being the responsibility of the Owner.

2.5 Project Schedule

The following table illustrates the current anticipated Project schedule and compliance deadlines. This schedule is subject to change.

Table 2.5.1: Proposed Project Delivery Schedule

Phase 1 – Preconstruction Phase	
NTP (Preliminary Design & GMP Development)	November 2024
GMP Submittal	June 2025
Review and Negotiations	June 2025
Commissioner Approval	June 2025
Phase 2 – Construction Phase	
NTP (Final Design, Material Procurement, Construction)	July 2025
Substantial Completion	December 2026
Final Completion and Closeout	March 2027

Section 3: PDB Services

3.1 General

As noted in Section 1, the Design-Builder will provide services in two distinct phases. A Draft Scope of PDB Services will be provided with the RFP and more fully describe the anticipated PDB services.

3.2 Roles and Responsibilities

The table below delineates roles and responsibilities of the team to facilitate Project success.

Table 3.2.1: Team Roles and Responsibilities

Role	Owner	Design-Builder
Project Management	<ul style="list-style-type: none"> • Make day-to-day decisions • Approve Design and construction plans • Manage contracts with Owner and Design Builder • Provide Project Funding • Approve scope changes • Coordinate with Owner operations 	<ul style="list-style-type: none"> • Single point of contact with the Owner’s project manager • Develop and implement project management and quality management plans • Perform risk management and mitigation activities • Establish and maintain a change management plan • Develop and implement project health and safety practices • Facilitate resolution of project issues and challenges • Franchise utility coordination as necessary
Design Management	<ul style="list-style-type: none"> • Review design deliverables 	<ul style="list-style-type: none"> • Lead engineering and design team resources

	<ul style="list-style-type: none"> • Participated in design development workshops • Provide input into design • Participate in technology decisions • Participate in design development decisions that impact operations 	<ul style="list-style-type: none"> • Develop design deliverables • Recommend technology solutions • Facilitate review of construction submittals and design intent is being met during construction • Identify and define required ROW and or easements.
Preconstruction Services	<ul style="list-style-type: none"> • Review Phase 1 deliverables and submissions • Furnish existing data including record drawings that may be available • Obtain government approvals and permits for which owner is responsible • Review Phase 2 Proposal; negotiate Phase 2 Contract Price Amendment in good faith 	<ul style="list-style-type: none"> • Manage interface between design and construction team members • Prepare and maintain a project cost model and project schedule • Provide constructability input during Phase 1 • Prepare subcontract procurement plan • Develop Phase 2 Proposal Contract Price Amendment in good faith • Provide additional Owner-requested, project-specific services necessary for project success
Construction Services	<ul style="list-style-type: none"> • Participate in construction project meetings • Monitor construction activities 	<ul style="list-style-type: none"> • Deliver constructed work • Manage self-performing and subcontracted work • Manage craft labor • Maintain site safety and security • Perform engineering services during construction • Obtain and comply with government approvals and permits for which the Design-Builder is responsible • Provide warranty coverage for constructed work • Maintain and transmit as-built drawings to the Owner at construction completion
Commissioning	<ul style="list-style-type: none"> • Perform final inspection, develop punch-list, and provide final acceptance upon completion of punch-list and receipt of final close-out deliverables 	<ul style="list-style-type: none"> • Submit record drawings, complete punch-list, and deliver close-out documentation

Roles and responsibilities are more fully described in Attachment C (Draft PDB Contract).

Section 4: Procurement Process

4.1 Acknowledgment of RFQ and Respondent Representative

Each potential Respondent should provide Owner's contact, designated in 4.2 below, within ten (10) days of the issue date of this RFQ, an acknowledgment that it has received the RFQ and is a potential Respondent. Respondent representative shall be responsible for obtaining any documents, notices, and addenda associated with this RFQ through the Owner's website at www.portpa.com/business/procurement/ .

4.2 Communications and Owner Contact

On behalf of the Owner, the individual identified below will act as the sole point of contact for this RFQ and shall administer the RFQ process. All communications shall be submitted in writing, or by email, and shall specifically reference this RFQ. All questions or comments should be directed as follows:

Ed Long, PE, Director of Engineering
Port of Port Arthur Navigation District
221 Houston Avenue, P.O. Box 1428
Port Arthur, Texas 77641
Phone: (409) 983-2011
ed@portpa.com

No oral communications from the Owner's contact or other individuals are binding. No contact with the Owner's staff or any public officials concerning the Project during the procurement process outside of formal procurement meetings herein is allowed. A violation of this provision may result in disqualification of Respondent.

Respondents shall be responsible for requesting written clarification or interpretation of:

- Any term, condition, or provision of the RFQ that a Respondent seeks to change or omit and the basis for this request.
- Any actual or perceived mistake, discrepancy, deficiency, ambiguity, inconsistency, inaccuracy, inadequacy, defect, error, or omission contained in the RFQ.
- Any term, condition, or provision of the RFQ that a Respondent fails to understand.

Owner will only consider requests for clarification submitted by Respondents regarding the RFQ if submitted prior to the applicable deadline listed in Section 4.3 (Procurement Schedule) using and complying with the requirements on the Respondent RFC Form (Attachment G). For the RFQ phase, Owner will not accept requests for clarification marked as "confidential" or otherwise intended to protect the response to the submitting Respondent/firm or preclude Owner from addressing the request for clarification, should it so choose, by revising this RFQ by Addendum. Owner reserves the right to disseminate,

by any medium, further guidance regarding submission and treatment of requests for clarification.

Owner may modify or rephrase requests for clarification as it deems appropriate, may consolidate similar requests for clarification, and may include requests for clarification that it develops independently. Owner may issue multiple sets of responses at different times during the procurement.

Owner anticipates that its responses to requests for clarification will be provided through an Addendum to this RFQ; however, Owner may elect, in its sole discretion, to respond specifically in writing to requests for clarification. Any written responses from Owner will be posted to the Owner’s website at <https://portpa.com/railyard-flyover-project-rfq-2024-06/>.

4.3 Procurement Schedule

The following table illustrates the current anticipated procurement schedule. This schedule is subject to change.

Table 4.3.1: Proposed Procurement Schedule

Description	Date	Interval
RFQ Issued	Wed. 7/17/2024	RFQ Date
Deadline for Questions/Comments	Fri 7/26/2024	RFQ + 9 days
Final RFQ Addendum Posted	Wed. 7/31/2024	RFQ + 14 days
SOQ Submittals Due	Wed. 8/14/2024	RFQ + 28 days
Notice of Shortlisted Proposers	Wed. 8/21/2024	RFQ + 35 days
RFP Issued	Wed. 8/21/2024	RFP Date
One-on-One Meetings w/Shortlisted Teams	Tues. 9/3/2024	RFP + 13 days
Deadline for Questions/Comments	Fri. 9/6/2024	RFP + 16 days
Final RFP Addendum Posted	Fri. 9/13/2024	RFP + 23 days
Proposal Submittals Due	Wed. 10/9/2024	RFP + 49 days
Interviews (Optional by Owner)	10/14-18/2024	
Notice to Selected Team	Wed. 10/23/2024	RFP + 63 days
Contract Negotiations	Oct.-Nov. 2024	
NTP (Preliminary Design and GMP Development)	Thurs.11/21/2024	

Section 5: SOQ Submission Requirements

5.1 Submittal Place and Deadline

SOQ must be received no later than **9:00 AM on Wednesday, August 14, 2024.**

Sealed submissions must be supplied on flash drive (PDF format) along with two (2) hard copies.

Sealed submissions must be addressed and delivered to:

Larry Kelley, Executive Port Director
Railway Flyover RFQ 2024-06
Port of Port Arthur Navigation District
221 Houston Avenue (courier delivery)
Port Arthur, Texas 77641

Each Respondent assumes full responsibility for timely delivery of its SOQ. **Any SOQ received after the submittal deadline will not be considered.**

5.2 Submission Format

The SOQ shall be formatted as follows:

- **Page limit:** The SOQ must not exceed sixteen (16) total 8.5-inch x 11-inch pages, excluding the transmittal letter, index or table of contents, front and back covers, title pages/separation tabs, and appendixes. The SOQ may include up to three (3) 11-inch x 17-inch trifold format; each 11 x 17 counts as two 8.5 x 11 pages.
- **Electronic version:** The submitted PDF must contain bookmarks for each section listed in Section 5.3.
- **Front Cover:** SOQ front cover shall be labeled:

[Respondent Name]
RAILYARD FLYOVER PROJECT
RFQ 2024-06
STATEMENT OF QUALIFICATIONS
[Date of Submittal]

5.3 Submission Content

The content requirements set forth in this RFQ represent the minimum content requirements for the SOQ. It is the Respondent's responsibility to include information in its SOQ to present all relevant qualifications and other materials. The SOQ, however, should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify such materials so that only directly relevant information is included in the SOQ.

The SOQ must include the following information in the order listed:

- Transmittal Letter
- Part 1—Executive Summary
- Part 2—Design-Builder Profile and Key Firms
- Part 3—Project Team Structure and Key Personnel
- Part 4—Relevant Project Experience
- Part 5—Approach to Progressive Design-Build
- Appendix A—Forms for Affirmation of Compliance
- Appendix B—Supporting Financial and Company Documentation (submit under separate cover)
- Appendix C—Resumes
- Appendix D—Comments to Draft PDB Contract and General Conditions (optional)

5.3.1 Transmittal Letter

Respondents must submit a transmittal letter (maximum two pages) on the Respondent's letterhead. It must be signed by a representative of the Respondent who is authorized to sign such material and to commit the Respondent to the obligations contained in the SOQ. The transmittal letter must include the name, address, phone number, and email address for the Respondent representative and must specify the Design-Builder's signatory to any contract documents executed with the Owner. The transmittal letter may include other information deemed relevant by the Respondent.

The transmittal letter must affirm compliance with the forms included in Appendix A (Forms for Affirmation of Compliance), based on the forms in RFQ Attachment E (Forms for Affirmation of Compliance), and confirm receipt of all addenda.

5.3.2 Part 1—Executive Summary

The executive summary (maximum one page) must include a concise overview of the key elements of the SOQ. The executive summary shall not be used to convey additional information not provided elsewhere in the SOQ.

5.3.3 Part 2—Design-Builder Profile and Key Firms

A detailed and complete description of the Design-Builder and Key Firms must be provided in Part 2 of the SOQ.

Design-Builder Profile

Required information applies to the Design-Builder and not to Key Firms (subconsultants/subcontractors). In the case of a joint venture, both parties must

provide the requested information. The Design-Builder profile must include the following information:

- **General Information.** Provide general information about the Design-Builder, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and nonprofessional), years in business, and evidence of required licenses. Provide licenses in Appendix B (Supporting Financial and Company Documentation) of the SOQ.
- **Design-Builder Legal Structure.** Identify whether the Design-Builder is organized as a corporation, limited liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. Describe how the Design-Builder has used this structure, or a similar structure, to deliver similar projects. As applicable, identify the owners of the Design-Builder (e.g., shareholders, members, partners, and the like) who hold an interest of 10% or more in Appendix B (Supporting Financial and Company Documentation).
- **Project Office Location.** Identify where the Design-Builder intends to maintain its Project office(s) and the location where the construction management work will be performed.
- **Safety.** Provide a summary description of the Design-Builder's corporate safety program and include safety statistics or records indicating categories of accidents and their incidence or frequency rates for the past three years. The following safety records must be provided for the Design-Builder for the current and past three years:
 - **The experience modification rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.** (The EMR is also referred to as the experience modification rating, experience modification factor, experience modifier, or X-mod.) Where this value is greater than the industry average of 1.0, Respondent may provide mitigating information to explain the reasons for the EMR rating in Appendix B (Supporting Financial and Company Documentation).
 - **The days-away-from-work injury incidence rate.** A day-away-from-work injury is an injury that prevents an employee from returning to their next regularly scheduled shift. The incidence rate is calculated by multiplying the number of days-away-from-work injuries for the particular year by 200,000 and then dividing the product by the person-hours worked for that year.

The SOQ must provide the following additional information pertaining to factors or events that have the potential to adversely impact the Design-Builder's ability to perform its contractual commitments. If any of the questions below are answered in a manner that indicates that any of these unfavorable factors or events are present, it is the Respondent's responsibility to (1) describe in detail the unfavorable factor or event, and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent's ability to perform its contractual commitments. Include the following information in Appendix B (Supporting Financial and Company Documentation):

- **Financial Condition.** Provide financial statements for the Design-Builder for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. For publicly traded companies, reference to US Securities and Exchange Commission 10-K filings and any recent 10-Q findings are adequate. For entities that are not publicly traded, provide audited financial statements for the same period. If the Design-Builder is a joint venture, LLC, or partnership, such financial statements must be provided for each partner or member.
- **Payment and Performance Bonds.** Provide a letter issued by the Design-Builder's surety company to verify the availability of a bond of at least \$50 million for this Project. The surety must be authorized by law to do business in Texas and must have a minimum A.M. Best Company Financial Strength Rating (FSR) of "A". The surety company must be listed in the US Department of Treasury's Circular 570.
- **Insurance.** Provide a letter from the Design-Builder's insurance company or broker stating its ability to acquire and provide the minimum limits for the required insurance provided in ATTACHMENT C (Draft PDB Contract) or provide a current Certificate of Insurance indicating current coverage amounts meet the minimum limits required. The required insurance must be obtained and maintained from insurance companies that have a minimum A.M. Best Rating of "A" and are duly licensed or authorized in Texas.
- **Legal Proceedings and Judgments.** List and briefly describe any pending or past (within five years) legal proceedings and judgments, or any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Owner. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the Design-Builder's general counsel.
- **Completion of Contracts.** Has the Design-Builder failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past 5 years? If so, describe the circumstances.
- **Debarred from Bidding.** Has the Design-Builder been debarred within the past 10 years, or is it currently under consideration for debarment on public contracts by the federal government or by any state? If so, describe the circumstances.

Key Firms

Identify and provide general information for any Key Firms (such as subcontractors and subconsultants) included on the Project Team. Include EMR safety records for the current and past three years for each Key Firm anticipated to be responsible for construction activities.

5.3.4 Part 3—Project Team Structure and Key Personnel

Describe the structure and management of the Project Team. Note that any change in the Key Firms or Key Personnel included in the SOQ are subject to the provisions outlined in Section 7.6 (Obligation to Keep Project Team Intact), which requires Owner approval of such changes.

Project Team Structure

Describe the scope of the Design-Builder's and each Key Firm's services and responsibilities. Include organizational chart(s) showing reporting relationships and responsibilities of the Design-Builder and Key Firms during Phases 1 and 2.

Key Personnel Experience and Qualifications

- Include organizational chart(s) identifying all Key Personnel (and their firm affiliations) and showing reporting relationships of all Key Personnel (along with their firm affiliations) during Phases 1 and 2. Minimum Key Personnel include:
 - Project Manager – Primary contact responsible for the overall delivery of the project including planning, procurement, design review and is the onsite manager during construction.
 - Preconstruction Manager – Individual responsible for constructability review, permits, phase 2 price development. This role may be filled by the Project Manager.
 - Site Superintendent – Individual assigned to the project full-time in the field to manage, make safe and provide quality control for all construction activities, trades, subcontractors, and field labor on the Project site.
 - Safety Manager – Individual with overall responsibility for project safety and development and implementation of the project safety plan.
 - Quality Manager – Individual with overall responsibility for development, implementation, and management of the project quality control plan
 - Lead Estimator – Individual responsible for development of preconstruction estimates, cost model and phase 2 price development.
 - Engineering Manager – Individual responsible for delivery of all engineering for the project; responsible for managing design team to produce design documents and provide engineering services during construction.
 - Respondents may identify [up to 2] additional Key Personnel they deem to be critical to Project success.
- Describe Key Personnel individual qualifications and experience and how it aligns with their proposed role. Specifically discuss Project Manager's experience leading similar teams.
- Provide resumes for all Key Personnel in Appendix C (Resumes). Resumes must be limited to two pages per individual and include:
 - Academic and professional qualifications
 - Professional registration (as applicable)
 - Tenure with organization and industry
 - Experience as it relates to the Project and to the individual's specified role on the Project

5.3.5 Part 4—Relevant Project Experience

- Describe the performance history and experience of the Project Team on similar projects, including a description of past working relationships.
- The Respondent shall submit a minimum of three (3) and up to five (5) reference project descriptions to demonstrate relevant experience with projects of similar scope and scale for governmental clients in the United States, completed in the last ten (10) years, with a preference for collaborative delivery projects. Each project description shall contain at least the following information:
 - Project name and location
 - Name of owner
 - Owner reference and contact information
 - Delivery method (DB, PDB, CMAR, etc.)
 - Role of Respondent and/or Key Firm(s)
 - Initial and final contract value and reason for change
 - Scheduled and actual completion dates
 - Description of the project showing relevance to this Project
 - Names of Key Personnel that participated in project and are included in this SOQ, along with a clear description of the roles and responsibilities of each
 - Provide a one-page summary table to cross-reference the Project Team (Design-Builder, Key Firms, and Key Personnel) with participation in the reference projects.

5.3.6 Part 5—Approach to Progressive Design-Build

- Describe Project Team’s general approach to successful delivery of Preconstruction Phase Services and the value this approach may provide to the overall Project. Include discussion of any particular experience, capabilities, or innovative techniques the Project Team will be able to provide.
- Describe Project Team’s general approach to successful completion of Construction Phase Services and the value this approach may provide to the overall Project. Include discussion of any particular experience, capabilities, or innovative techniques the Project Team will be able to provide.
- Describe Project Team’s approach to managing potential delivery impacts, such as adverse weather conditions, material availability, labor availability, and community relations. Discuss approach to managing cost and schedule as it relates to franchise utilities and third-party stakeholders.
- Describe Project Team’s approach to development and implementation of a project specific quality assurance/quality control (QA/QC) plan.

5.3.7 Appendix A – Forms for Affirmation of Compliance

Appendix A must include executed forms, affirming that Proposer is in compliance with the required policies, based on the forms in Attachment E (Forms for Affirmation of Compliance).

5.3.8 Appendix B—Supporting Financial and Company Documentation (submit under separate cover)

Appendix B must include all information required in Section 5.3.3.

5.3.9 Appendix C—Resumes

Appendix C must include resumes for all Key Personnel in SOQ, per requirements of 5.3.4.

5.3.10 Appendix D— Comments to Draft PDB Contract and Draft General Conditions (optional)

Respondents may include a detailed markup of the Draft PDB Contract and General Conditions included in Attachments B and C. Such comments may take any form that is convenient to the Respondent, including a tracked-changes markup of the draft in Attachments B and C.

Appendix D (if included) must explain the rationale for proposed revisions and the associated benefits to the Owner. Respondents are encouraged to suggest revisions that would more efficiently allocate risk, improve the parties' understanding of risk allocation, and improve clarity of any terms of the Draft PDB Contract where ambiguities or uncertainties may arise in their application or interpretation.

Any such comments will not be scored but will be considered by the Owner before issuing the RFP.

Section 6: SOQ Evaluation and Selection

6.1 General

The SOQs will be reviewed and evaluated by the Owner's selection committee (with assistance provided by outside advisors if desired by the Owner) according to the requirements and criteria outlined in this Section 6. During the SOQ evaluation process, written questions or requests for clarifications may be submitted to one or more Respondents regarding its SOQ or related matters. Failure to respond in a timely manner to any such questions or requests may be grounds for the elimination of a Respondent from further consideration.

6.2 Responsiveness

Each SOQ will be reviewed to determine whether it is responsive to the RFQ. Failure to comply with the requirements of this RFQ may result in rejection of the SOQ as nonresponsive. At its sole discretion, however, the selection committee may waive any such failure to meet a requirement of this RFQ and may request clarification or additional information to remedy a deficiency.

6.3 Minimum Requirements (Pass/Fail)

Each responsive SOQ will be reviewed to determine whether it meets the minimum requirements outlined in this subsection. At its sole discretion, the selection committee may waive any failure to satisfy such requirements and may request clarification or additional information to address any questions that may arise in this regard. Any SOQ that does not satisfy all of the following minimum requirements may be rejected.

- Financial condition of Design-Builder
- Ability of the Design-Builder to demonstrate it has bonding capacity in the amount of \$50,000,000.00. Ability of the Design-Builder to demonstrate it can provide the required insurance coverage.
- Legal proceedings and judgments
- Completion of contracts
- Debarment status
- Licensing and registration. The Design-Builder and other Key Firms included in the SOQ must be licensed in Texas for the type of work to be performed.

6.4 Evaluation Criteria

The selection committee will evaluate and rank the responsive SOQs by applying the weighted comparative evaluation criteria set forth below. Respondents will also be required to demonstrate they meet certain minimum qualifications indicated as pass/fail elements. SOQs must comply with Texas Water Code Chapter 60, Subchapter O, Section 60.460.

Transmittal Letter **Not Scored**

Part 1 - Executive Summary **Not Scored**

Part 2 - Design-Builder Profile and Key Firms

- **Scored Criteria** **10%**
- Design-Builder Profile
 - General Information
 - Experience and Capability to Perform
 - Project Office Location
 - Safety
 - Key Firms

- General Information
- Safety

<ul style="list-style-type: none"> ➤ Pass/Fail Criteria <ul style="list-style-type: none"> ○ Financial Condition ○ Performance and Payment Bonds ○ Insurance ○ Legal Proceedings and Judgments ○ Completion of Contracts ○ Debarment ○ Licenses 	Pass/Fail
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Part 3 - Project Team Structure and Key Personnel	40%
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- Project Team Structure
- Key Personnel Experience and Qualifications

Part 4 - Relevant Project Experience	30%
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- Performance History and Experience – Technical Competence
- Relevant Project Experience and Past Performance

Part 5 - Approach to Progressive Design-Build	20%
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- Delivery of Preconstruction and Construction Services
- Managing Potential Delivery Impacts
- QA/QC Plan

Appendix A - Forms for Affirmation of Compliance	Evaluated for Compliance
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Appendix B - Supporting Financial and Company Documentation	Considered with Part 2
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Appendix C - Resumes	Considered with Part 3
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Appendix D - Comments to Draft PDB Contract and General Conditions (optional)	Not Scored
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6.5 Selection of Short List

After the evaluation process is complete, the Owner will notify Respondents of the rankings. The top-ranked Respondents will be selected for inclusion in the short list of up to three (3) Respondents who will receive the RFP.

Section 7: Conditions for Respondents

7.1 Owner Authority

Owner is a Navigation District created under Section 59, Article 16 of the Constitution of the State of Texas. The procurement process for this Project is authorized under Texas Water Code Chapter 60, Subchapter O.

7.2 Ineligible Firms and Individuals

The following firms are serving in an advisory capacity to Owner for this Project and are therefore, not eligible to assist or participate with any Respondent that submits an SOQ:

None

7.3 Conflict of Interest

Several laws mandate the public disclosure of certain information concerning persons doing business or seeking to do business with Owner, including affiliations and business and financial relationships such persons may have with Owner's officers.

See Attachment E – Forms for Affirmation of Compliance.

7.4 Proprietary Information

All materials submitted to Owner become public property and are subject to the Public Information Act (Open Records Act). If the SOQ contains proprietary information that the Respondent does not want disclosed, each page containing such information must be identified and marked "PROPRIETARY" at the time of submittal. Owner will, to the extent provided by law, endeavor to protect such information from disclosure. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request. Respondents shall not be permitted to mark the entire SOQ as proprietary.

7.5 Rights of the Owner

In connection with this procurement process, including the receipt and evaluation of SOQs and development of the short list, Owner reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this RFQ, in whole or in part, at any time prior to the execution of the PDB Contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in an SOQ and accept and review a nonconforming SOQ.

- Suspend and terminate the procurement process or terminate evaluations of SOQs received.
- Permit corrections to data submitted with any SOQ.
- Hold meetings and interviews, and conduct discussions and correspondence, with one or more of the Respondents to seek an improved understanding of any information contained in an SOQ.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the SOQs.
- Seek clarification from any Respondent to fully understand information provided in the SOQ and to help evaluate and rank the Respondents.
- Reject an SOQ containing exceptions, additions, qualifications, or conditions not called for in the RFQ or otherwise not acceptable to the Owner.
- Conduct an independent investigation of any information, including experience, included in an SOQ by contacting Project references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its SOQ.

7.6 Obligation to Keep Project Team Intact

Owner expects all Key Firms and Key Personnel proposed to be available to provide services for this Project. Respondents are advised that all Key Firms and Key Personnel identified in the SOQ shall remain on the Project Team for the duration of the procurement process and execution of the Project. Following announcement of the short list, Respondents shall not substitute a Key Firm or an individual filling a Key Personnel position, except in unavoidable circumstances. In such circumstances the Respondents shall notify Owner in writing, and Owner may rescore, and re-rank, and thereafter decide whether the Respondent may continue to compete in the selection process. Key Personnel are committed to the Project and changes may not be accepted, unless they no longer work for the firm or Owner otherwise agrees that a change is appropriate. (The anticipated dates for award of the PDB Contract and for completion of the Project are set forth in Subsection 2.5 of this RFQ.) If extraordinary circumstances require a change, it must be submitted in writing to Owner's contact, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the Design-Builder's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the Respondent from further consideration.

7.7 Addenda

If any revisions to the RFQ or procurement process become necessary or desirable (at Owner's sole discretion), Owner may issue written addenda. Owner will post any such

addenda on its website. **It is each Respondent's responsibility to obtain all addenda prior to submitting its SOQ.**

Attachment A—Definition of Terms

The definitions of some of the terms used in this RFQ are presented below:

Design-Builder—The entity that will enter into the PDB Contract with the Owner and that will be the single point of accountability to the Owner for delivering the services and the Project. The term *Design-Builder* can refer to either a single entity or a joint venture.

Draft PDB Contract—The draft contract, including all its exhibits, presented as RFQ Attachment C (Draft PDB Contract).

Key Firms—Firms fulfilling the key roles that must be identified in Respondent's SOQ and are committed to work on the Project if Respondent is selected as the Design-Builder.

Key Personnel—The individuals employed by the Design-Builder or Key Firms included on the Project Team, who would fill certain key roles in delivery of the Project and related services, including the positions described in the RFQ.

Minimum Requirements—The requirements set forth in Subsection 6.3 of this RFQ that, at a minimum, must be satisfied (or waived by the Owner) in order for the SOQ to be evaluated and ranked according to the comparative evaluation criteria.

Owner - Port of Port of Port Arthur Navigation District of Jefferson County, Texas

Owner Advisor - None

Project – Railyard Flyover Project

Project Team - The Design-Builder, Key Firms (such as subcontractors and subconsultants), and Key Personnel identified in the Respondent's SOQ.

Respondent - The Design-Builder responding to this RFQ by submitting an SOQ.

Statement of Qualifications (SOQ) - A response to this RFQ, submitted by a Respondent for the Project.

Rev. 7/16/2024

Attachment B—Draft General Conditions of Contract

Standard Form of
General Conditions of
Contract Between Owner
and Design-Builder

DRAFT

Document No. 535

Third Edition, 2022

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Washington, D.C.





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Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition)..

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the “Basis of Design Documents.”

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.12 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work

shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with

greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the Owner's property and boundaries. (Topography and reference points for use during construction, including existing service and utility lines shall be the responsibility of the Design-Builder);

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site shall be the responsibility of the Design-Builder;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements. The Design-Builder is responsible for the cost of CPKC approved flaggers and inspectors during construction be a part of the cost.

3.3 Financial Information.

3.3.1 At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's financial sources, including any grant requirements of the Texas Department of Transportation. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner or Design-Builder by agreement of the parties shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions to the extent such Hazardous Conditions are not caused or created by the actions or inactions of Design-Builder, its subcontractors, agents, vendors, or anyone for whom Design-Builder is responsible.

4.1.5 Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site to the extent such Hazardous Conditions are not caused or created by the actions or inactions of Design-Builder, its subcontractors, agents, vendors, any anyone for whom Design-Builder is responsible.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the State of Texas, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the State of Texas such insurance as set forth in the Insurance Requirements Exhibit to the Agreement.

5.3 Bonds and Other Performance Security.

5.3.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.3.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Texas.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract

Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend Owner, its Commissioners, officers, directors, employees, and agents from and against all claims, damages, liabilities, losses and expenses, including attorneys' fees and expenses, arising out of or resulting from the performance of the Work and services hereunder, whether caused in part by the negligence of the Owner. In any and all claims against the Owner and/or Design-Builder, or any of their agents, officers, commissioners and employees, by any employee, subcontractor, or employee of a subcontractor, of the Design-Builder, or by anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Design-Builder under workers' compensation acts, disability benefit acts, or other employee benefit acts. This clause is not intended to indemnify the Owner for claims, damages, losses, and expenses caused by the sole negligence of the Owner.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, arising out of or resulting from the performance of the Work and services hereunder but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Limited Recourse.

7.5.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, the Design-Builder may submit a Change Order Request for reimbursement for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents. Design-Builder shall notify the Owner in advance of such change proposals that additional costs will be submitted for reimbursement.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the

services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the

parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator’s schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Litigation of Disputes.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by a State District Court of Jefferson County, Texas. Each party waives its right to a jury trial of any Dispute and waives any objections to exercise of subject matter or personal jurisdiction by said court.

10.3.2 The prevailing party in any litigation, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys’ fees and expenses incurred by the prevailing party. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

Article 11

Stop Work and Termination

11.1 Owner’s Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner’s Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal

Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period that must incorporate a regularly scheduled meeting of the Owner's Board of Commissioners within the additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder. (need legal review)

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

Article 12 **Electronic Data**

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. Notwithstanding the provisions of this paragraph, Design-Builder understands and acknowledges that Owner is subject to the provisions of the Federal Freedom of Information Act and the Texas Public Information Act. Nothing contained in this Agreement shall be construed as preventing Owner from complying with its obligations under same.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law and Venue.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Texas, without giving effect to its conflict of law principles. Venue for any claim, dispute, or action arising under this Agreement shall be brought in a State District Court of Jefferson County, Texas, in accordance with the provisions of Section 10.3 hereunder.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

Rev. 7/16/2024

Attachment C—Draft PDB Contract

Standard Form of
Agreement Between
Owner and Design-
Builder – Cost Plus
Fee with an Option
for a Guaranteed
Maximum Price

Document No. 530

Third Edition, 2022

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Washington, D.C.



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Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the _____ day of _____
in the year of 20_____, by and between the following parties, for services in connection with the Project
identified below:

OWNER:

(Name and address)

**Port of Port Arthur Navigation District of Jefferson County, Texas
221 Houston Avenue
Post Office Box 1428
Port Arthur, Texas 77641**

DESIGN-BUILDER:

(Name and address)

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Railyard Flyover Project

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) (“General Conditions of Contract”);

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

2.1.3 This Agreement, including all exhibits listed below but excluding, if applicable, the GMP Exhibit;

- | | | |
|-----|------------|---|
| .1 | Exhibit A: | Insurance Requirements |
| .2 | Exhibit B: | Form of Performance and Payment Bond |
| .3 | Exhibit C: | Phase 1 & Phase 2 Scope of Services |
| .4 | Exhibit D: | Initial Basis of Design Documents |
| .5 | Exhibit E: | Phase 1A Level of Effort Hourly Rates and Allowance Items |
| .6 | Exhibit F: | Form GMP Exhibit |
| .7 | Exhibit G: | Form Change Order |
| .8 | Exhibit H: | Travel Reimbursement Policy |
| .9 | Exhibit I: | Railyard Flyover Project RFQ 2024-06 |
| .10 | Exhibit J: | TxDOT Grant Requirements |
| 11 | Exhibit K: | Standard General Conditions and Supplementary Conditions of the Construction Contract. |
| 12 | Exhibit L | Construction Specifications manual entitled _____
Project, dated _____ 2024 (consisting of _____ pages). |
| 13 | Exhibit M | Addenda, if any. |
| 14 | Exhibit N | Notice of Request for Qualifications. |
| 15 | Exhibit O | Notice to Proceed. |
| 16 | Exhibit P | All certifications required by law and this Agreement. |

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement and again, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.

Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural, engineering and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on Owner's obligation to provide the indemnity set forth in Section 4.5 below.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on Owner's obligation to provide the indemnity set forth in Section 4.5 below, and

4.3.2 Owner shall not be required to pay additional compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than _____ (_____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 The Owner and Design-Builder shall establish Interim Milestone Dates for key project components.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by _____ (_____) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner one thousand two hundred Dollars (\$ 1,200.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.5.1 Owner shall have a minimum of 30 days of receipt by Owner to review all Design Submissions, the Project Schedule and any updates thereto.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited preliminary services, such as a lump sum or cost-plus arrangement for preliminary design, programming or services necessary to enable Design-Builder to furnish Owner with a GMP before execution of this Agreement.)*

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

[Choose one of the following.]

_____ Dollars (\$ _____), as adjusted in accordance with Section 6.2.2 below.

or

_____ percent (_____ %) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of _____ percent (_____ %) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in Exhibit _____ hereto.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

[Check one box only.]

No additional reduction to account for Design-Builder's Fee or any other markup.

or

An amount equal to the sum of: (a) _____ percent (_____ %) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit _____ hereto applied to the direct costs of the net reduction.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work as set forth in an exhibit to this Agreement.

6.3.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent as set forth in an exhibit to this Agreement.

6.3.4 Not used.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work as set forth in an exhibit to this Agreement.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or not

caused by the negligence, actions, or inactions of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work as set forth in an exhibit to this Agreement.

6.3.9 Not used.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties properly incurred in the performance of the Work.

6.3.16 Not used.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence, actions, or inactions.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Not used.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

[In the alternative, the parties may want to delete Section 6.4.4 and add the following provision.]

In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is _____ percent (_____%) greater than or less than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.2.

6.4.5 Whenever the actual cost for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.6 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]

6.6 The Guaranteed Maximum Price (“GMP”).

6.6.1 Not used.

6.6.2 GMP Established after Execution of this Agreement.

6.6.2.1 GMP Proposal. If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

6.6.2.1.1 A proposed GMP, which shall be the sum of:

i. Design-Builder’s Fee as defined in Section 6.2.1 hereof;

ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder’s Contingency as defined in Section 6.6.1.2 hereof; and

iii. If applicable, any prices established under Section 6.1.2 hereof.

6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner’s Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.2.1.4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values and a statement of their basis;

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

6.6.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner’s notice, make appropriate adjustments to the GMP Proposal.

6.6.2.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.2.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

6.6.2.4.2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

6.6.2.4.3 Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Sixty Seven percent (67 %) to Design-Builder and
Thirty Three percent (33 %) to Owner.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the seventh (7th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make progress payments on or about fourteen (14) calendar days following the Owners next regularly scheduled Board of Commissioners' Meeting after submission of invoices by Design-Builder after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract. Owner's Board of Commissioners meet once per month and are normally scheduled for either the second or third Wednesday of each month.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

Owner will retain ten percent (10%) from Design-Builder's Applications for Payment pursuant to applicable state law

7.2.1 Not used.

7.2.2 Upon achieving Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Design-Builder may submit an Application for Payment, in accordance with Section 7.1, requesting payment for fifty percent (50%) of retained amounts relating, as applicable, to the entire Work or completed portion of the Work, if (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract do not exceed the remaining amount of retainage withheld.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) in accordance with the timeline established in Section 7.1, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with Generally Accepted Accounting Principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of four (4) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of four (4) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to

audit. Design-Builder acknowledges that all documents relating to Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that such documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General.

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for work properly completed in accordance with the terms of the exhibit to this Agreement.

8.2 The total amount to be paid to Design-Builder, exclusive of costs described in Section 11.6.1.2 of the General Conditions, shall not exceed the total GMP.

[The following Article 9 should only be used if Owner and Design-Builder agree to establish their respective representatives at the time the Agreement is executed rather than during the performance of the Project.]

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers.)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Texas.

Performance Bond.

Required

Payment Bond.

Required

Other Performance Security.

[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]

Required

Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions.)*

[In lieu of Sections 10.3.1 through 10.3.3 of the General Conditions of Contract, the Parties may want to delete such sections and include the following alternative dispute resolution clause.]

Any claims, disputes or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a State District Court of Jefferson County, Texas.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

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Washington, DC 20004

(202) 682-0110
dbia@dbia.org

Attachment D—Project Background Documents

Respondents shall review the index of Project background documents to support SOQ development. The Owner may also update the index of Project background documents from time to time with new information via addenda to the RFQ.

All documents listed below will be provided in electronic format along with the RFQ and any addenda.

Table D.1: Project Background Documents

Document Number	Document Title or Description
1.	Conceptual Flyover Exhibit
2.	Preliminary Permit Matrix
3.	Available Record Drawings

Conceptualization of Railyard Flyover Project



**Port of Port Arthur
Railyard Flyover Project**

Preliminary Permit Matrix

Item	Permit/Clearance	Regulatory Agency	Current Status	Estimated Completion Date	Comments
Federal					
1	Section 404 of the Clean Water Act (Wetlands)	U.S. Army Corps of Engineers	Owner's Environmental Consultant under contract to perform site inspection and prepare a preliminary determination.	October 2024	
2	Threatened and Endangered Species (Endangered and Threatened Species Act)	U.S. Fish & Wildlife	Owner's Environmental Consultant under contract to review records, evaluate the site and document the findings.	October 2024	
3	Spill Prevention Control and Countermeasures Plan	U.S. Environmental Protection Agency - Region 6	Design-Builder Responsibility	N/A	
4	Section 408 Review for Crossing of Future Levee Alignment	U.S. Army Corps of Engineers	Not yet started. Design-Builder will need to coordinate the design with the Jefferson County Drainage District and USACE.	N/A	Will need to go through Jefferson County Drainage District No. 7 to start the process.
State					
5	Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (CGP) TXR150000 for Construction Discharges	Texas Commission on Environmental Quality	Design-Builder Responsibility	N/A	
6	National Historic Preservation Act - Section 106	Texas Historical Commission	Owner's Environmental Consultant under contract to review records, evaluate the site and document the findings.	October 2024	
7	State Threatened & Endangered Species	Texas Parks & Wildlife Department	Owner's Environmental Consultant under contract to review records, evaluate the site and document the findings.	October 2024	
Local					
8	Oversize/Overweight Permit	Jefferson County Engineering Department	Design-Builder Responsibility	N/A	
9	Road Use Permit	City of Port Arthur Public Works Department	Design-Builder Responsibility	N/A	
10	Building Permit	City of Port Arthur Inspections & Permitting	Design-Builder Responsibility	N/A	
11	Stormwater Permit	City of Port Arthur Inspections & Permitting	Design-Builder Responsibility	N/A	
12	Jefferson County Drainage District No. 7 Permit to Levee (or future levee)	Jefferson County Drainage District No. 7 (DD7)	Design-Builder Responsibility	N/A	

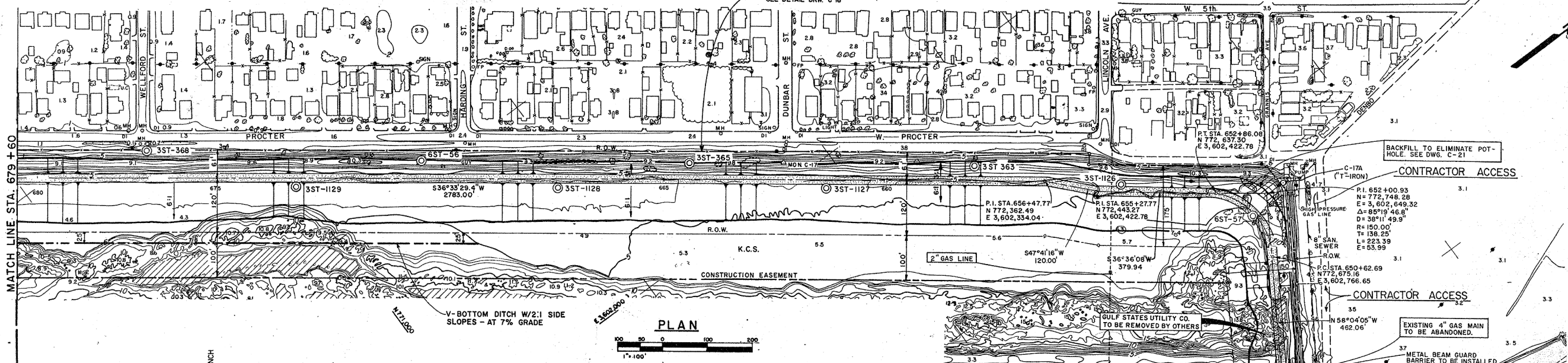
13	Canadian Pacific Kansas City Railway (CPKC) Right of Entry Permit (ROE)	Canadian Pacific Kansas City Railway (CPKC)	Owner is acquiring the ROE permit	October 2024	
14	Canadian Pacific Kansas City Railway (CPKC) Approved Railroad Flagging/Inspection	Canadian Pacific Kansas City Railway (CPKC)	Design-Builder Responsibility	N/A	

NOTE: AN INSPECTION TRENCH ALONG THE C.C. OF THE PROPOSED FLOOD WALL SHALL BE EXCAVATED FROM STA. 638+34.00 TO STA. 639+69.25; FROM STA. 639+94.75 TO STA. 642+71.98; FROM STA. 642+56.98 TO STA. 647+38.87 SEE DETAIL ON DWG. C-7

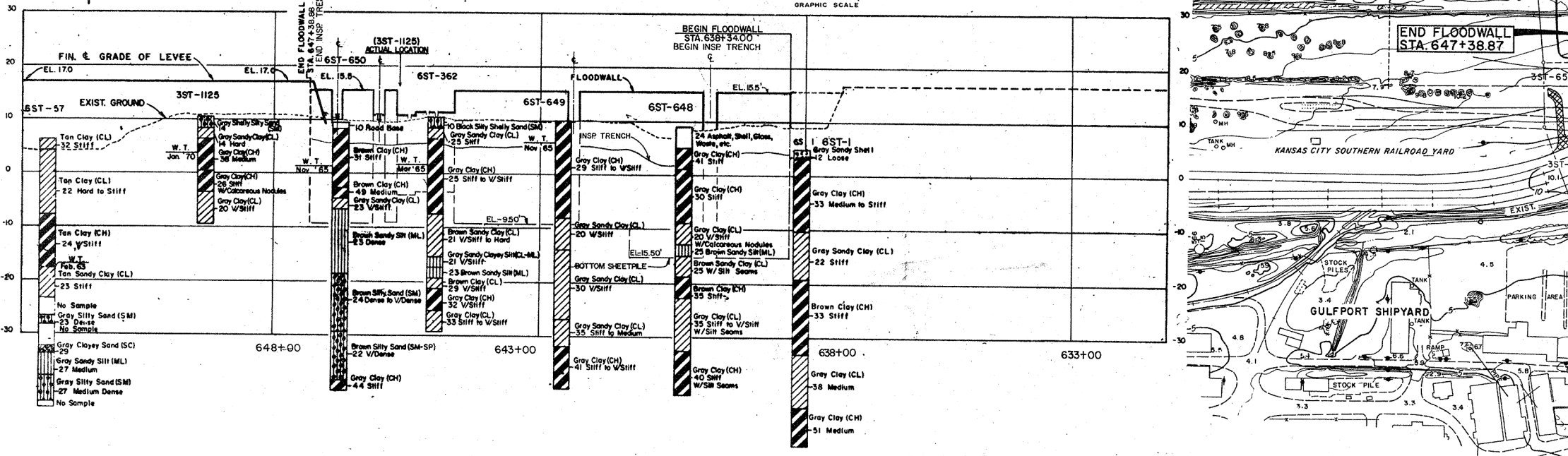
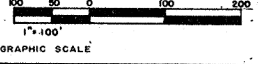
NOTE: CARE SHALL BE EXERCISED BY CONTRACTOR WHEN WORKING OVER OR AROUND THE 2" GAS LINE AT STA. 654+92.

CITY OF PORT ARTHUR

CHAN LINK FENCE TO BE CONSTRUCTED ON R.O.W. FROM STA. 647+04.00 TO STA. 680+10.77 SEE DETAIL DRW. C-16



PLAN



PROFILE

NOTE: See Dr. No. C-3 For Soil Legend

REVISION	DATE	DESCRIPTION	BY

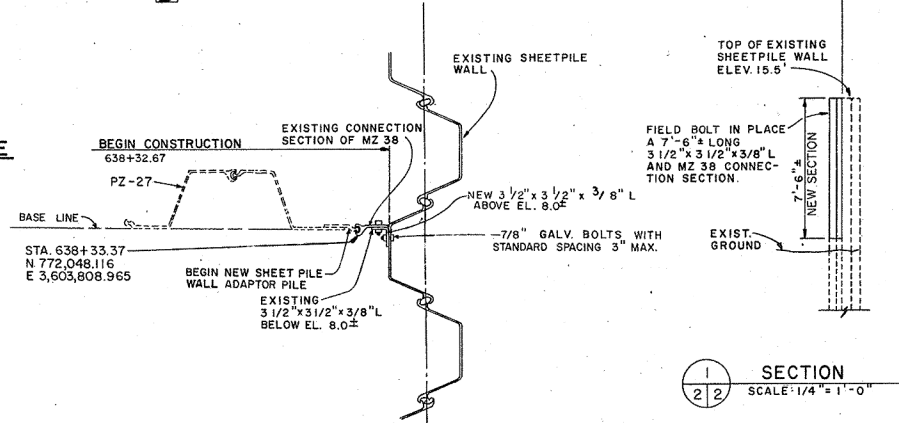
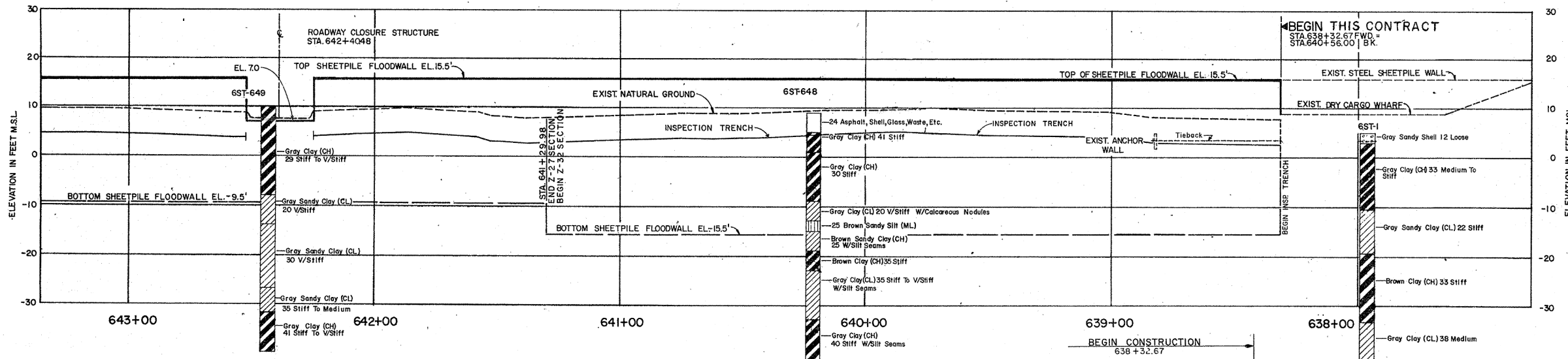
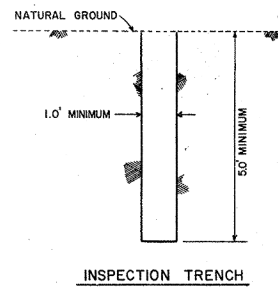
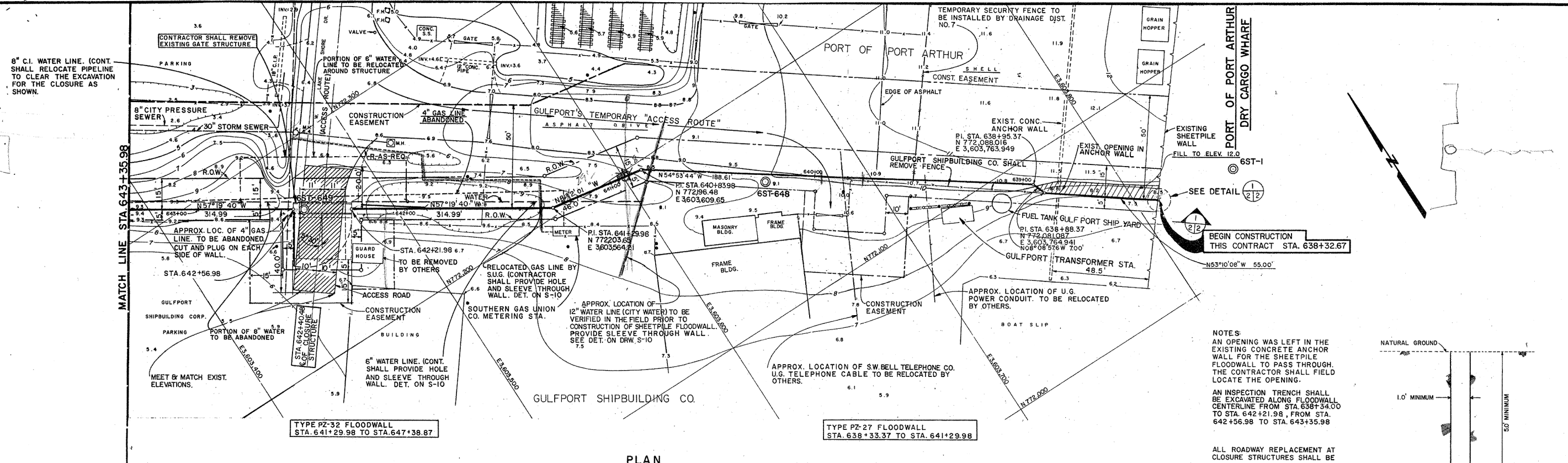
OFFICE OF THE DISTRICT ENGINEER
U.S. ARMY ENGINEER DISTRICT, GALVESTON
CORPS OF ENGINEERS
GALVESTON, TEXAS

DESIGNED BY: _____
CHECKED BY: _____
SUBMITTED BY: _____
APPROVED: _____ DATE: MARCH 1977

PORT ARTHUR AND VICINITY, TEXAS
HURRICANE FLOOD PROTECTION
PLAN & PROFILE
STA. 638+32.67 TO STA. 647+38.87

PREPARED UNDER THE DIRECTION OF
JON C. VANDEN BOSCH, COLONEL, C. E.,
DISTRICT ENGINEER

SCALE: AS SHOWN
DRAWING NO. C-2
FILE NO. SH 103-278



SAFETY PAYS BE ALERT

REVISION	DATE	DESCRIPTION	BY

DESIGNED BY: _____
 CHECKED BY: _____
 SUBMITTED BY: _____
 APPROVED: _____
 DATE: MARCH 1977

OFFICE OF THE DISTRICT ENGINEER
 U.S. ARMY ENGINEER DISTRICT, GALVESTON
 CORPS OF ENGINEERS
 GALVESTON, TEXAS

PORT ARTHUR AND VICINITY, TEXAS
 HURRICANE FLOOD PROTECTION
PLAN & PROFILE
 STA. 638+32.67 TO STA. 643+35.98

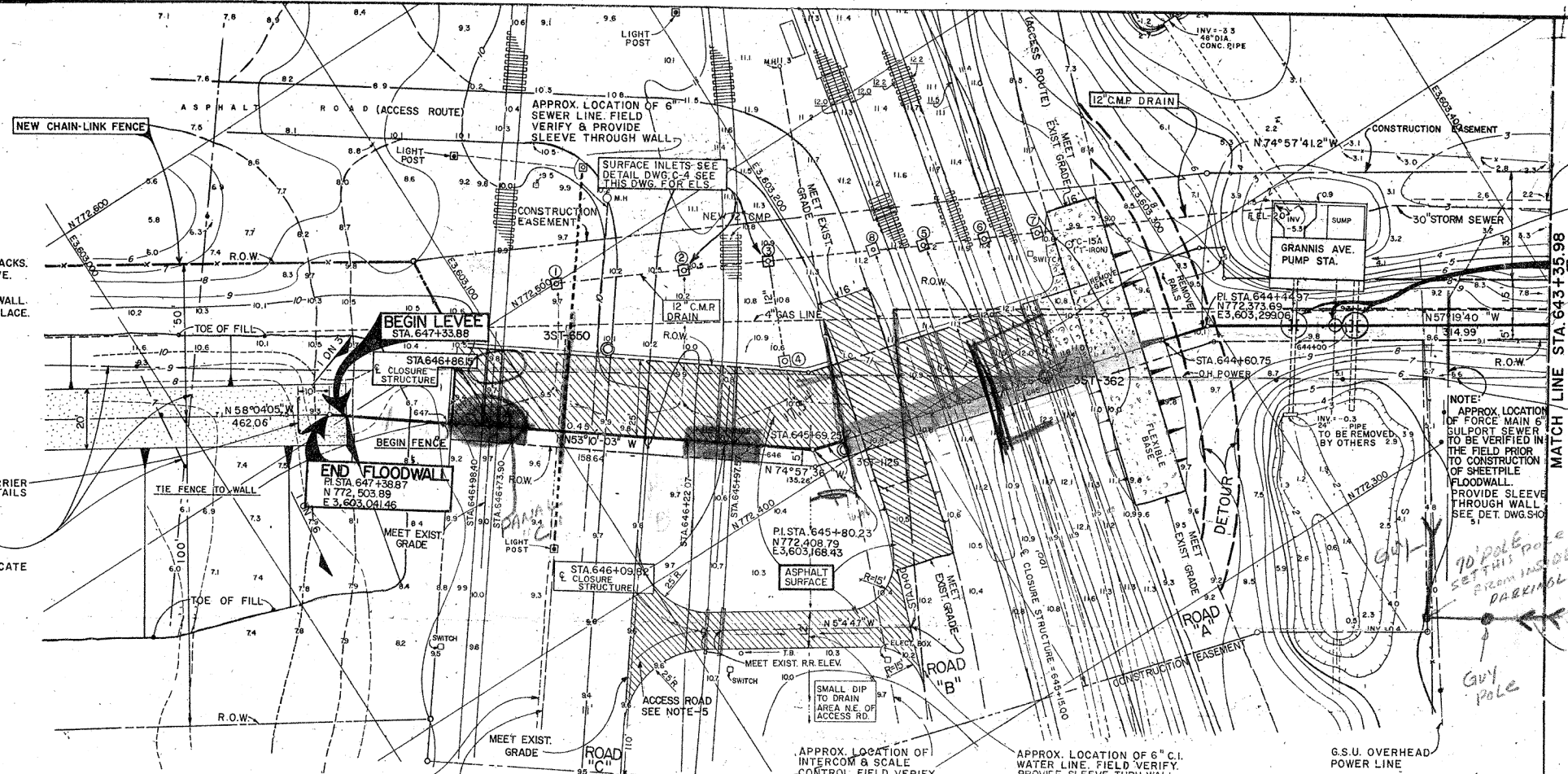
PREPARED UNDER THE DIRECTION OF
 JOH. C. VANDEN BOSCH, COLONEL, C. E.,
 DISTRICT ENGINEER

SCALE: AS SHOWN
 DRAWING NO. C-7
 FILE NO. SN 103-278

SURFACE INLET SCHEDULE

INLET	TOP EL.	F. EL.
1	8.5	6.0
2	9.0	5.8
3	9.5	5.6
4	9.0	6.0
5	10.0	5.4
6	10.0	5.3
7	9.5	5.1
8	10.0	5.5

- NOTES:
1. ALL PIPES 12" Ø CMP
 2. OPEN CUT ACROSS R.R. TRACKS.
 3. CONNECT TO GRANNIS AVE. PUMP STATION SUMP BY CUTTING HOLE IN CONC. WALL AND GROUTING PIPE IN PLACE.



PORT ARTHUR 8" CITY PRESSURE SEWER
 EXISTING 4'-0" BOX CULVERT TO BE REMOVED BY OTHERS
 GRANNIS AVE. PUMP STATION MODIFICATIONS THIS CONTRACT SEE DWG. S-10 FOR DETAILS
 OVERHEAD POWER LINE AND POLES TO BE RELOCATED BY OTHERS

METAL BEAM GUARD BARRIER SEE DWG. C-33 FOR DETAILS

APPROX. LOCATION OF OVERHEAD POWER & TELEPHONE LINES. FIELD VERIFY & RELOCATE POLES AS REQUIRED

APPROX. LOCATION OF GAS LINE, TO BE ABANDONED. CUT AND PLUG ON EACH SIDE OF WALL.
 APPROX. LOCATION OF U.S. POWER CONDUIT. FIELD VERIFY & PROVIDE SLEEVE THROUGH WALL. (BY CONT.)

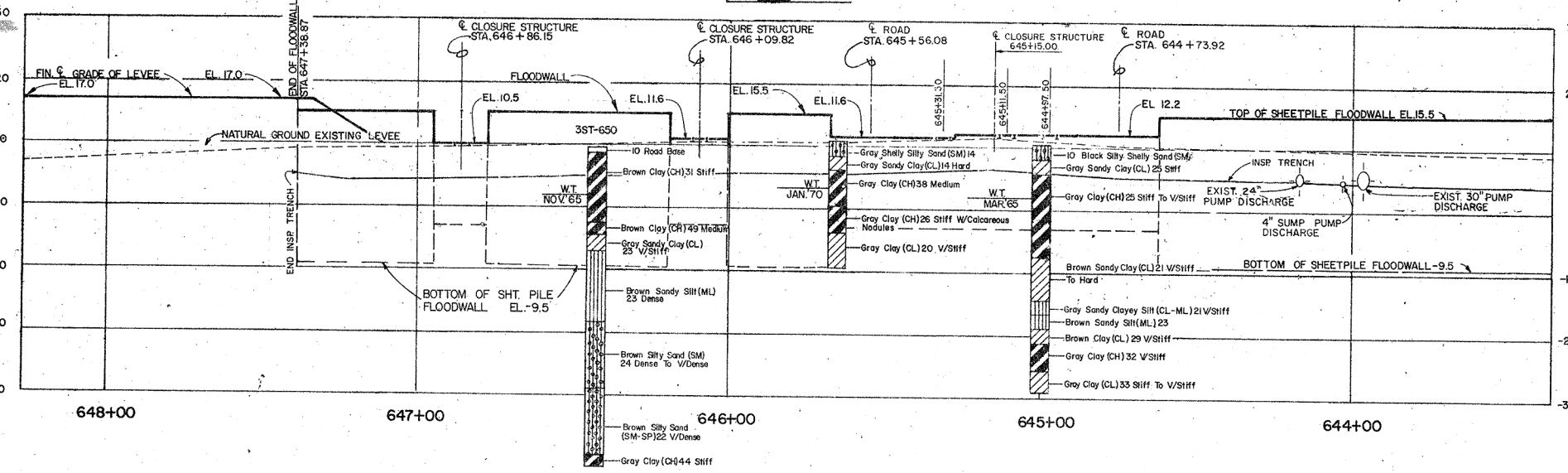
PLAN

TYPE PZ-32 FLOODWALL STA. 641+29.98 TO STA. 647+38.87

NOTES:

1. AN INSPECTION TRENCH SHALL BE EXCAVATED ALONG THE FLOODWALL CENTERLINE FROM STA. 643+35.98 TO STA. 647+38.87. DETAIL ON DWG. C-7.
2. THE ASPHALT PAVED AREAS NORTH OF THE CLOSURE STRUCTURES SHALL BE SLOPED TO DRAIN TOWARD THE SURFACE INLETS AT A GRADE OF 2% BETWEEN THE ROADWAY AND RAILROAD TRACKS.
3. A SUITABLE ALL WEATHER "6" SHELL SURFACED DETOUR SHALL BE CONSTRUCTED AROUND THE CLOSURE STRUCTURE AND RAMP ON ROAD "A" AND MAINTAINED DURING THE CONSTRUCTION PERIOD OF THE CLOSURE STRUCTURE AND RAMP.
4. WHEN THE DETOUR FOR ROAD "A" IS NO LONGER NEEDED, IT WILL BE REMOVED AND THE AREA RESTORED TO ITS ORIGINAL CONDITION.
5. THE ACCESS ROAD CONNECTING ROADS "B" AND "C" SHALL BE CONSTRUCTED FOR USE AS A BY-PASS PRIOR TO BEGINNING CONSTRUCTION ON THE CLOSURE STRUCTURE ACROSS ROAD "B".
6. ROAD "C" SHALL BE USED AS A BY-PASS ROUTE DURING CONSTRUCTION OF THE CLOSURE STRUCTURE AND RAMP ON ROAD "B".
7. K.C.S. WILL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF THE RAILS, TIES, BALLAST AND FASTENINGS IN CONNECTION WITH THE CLOSURE STRUCTURES.

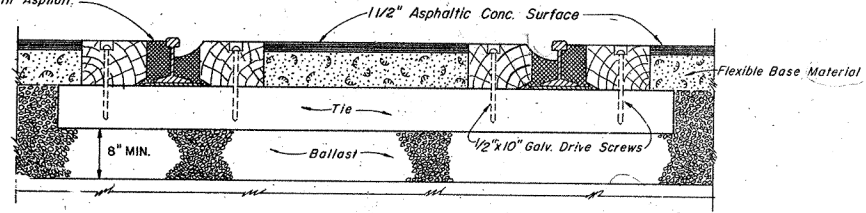
ELEVATION IN FEET M.S.L.



ELEVATION IN FEET M.S.L.

PROFILE

Hot Mix Asphalt, Compacted Between Ties, Fill Holes With Asphalt.

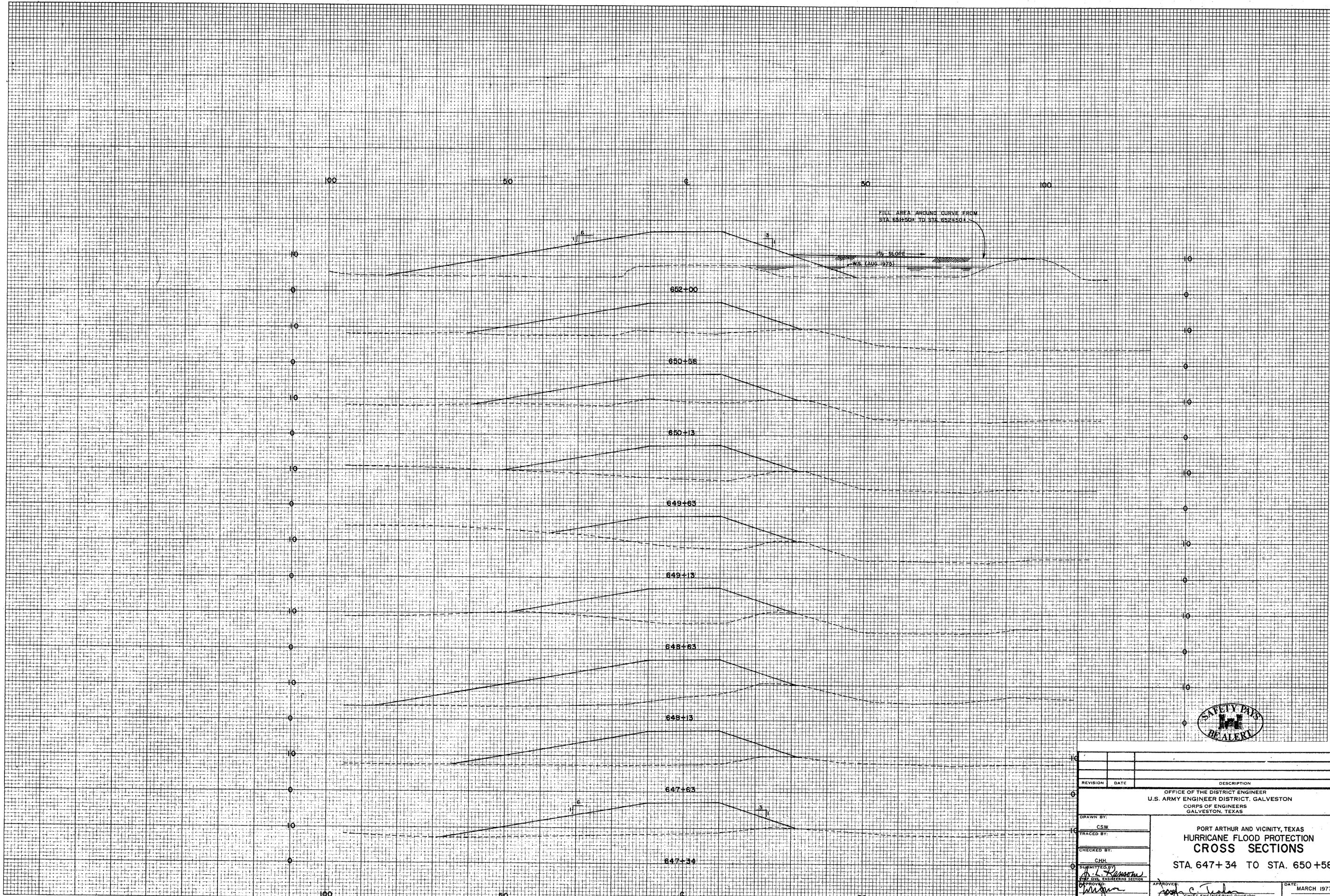


CROSS SECTION OF TRACK IN PAVED AREA

NOT TO SCALE



REVISION	DATE	DESCRIPTION	BY
OFFICE OF THE DISTRICT ENGINEER U.S. ARMY ENGINEER DISTRICT, GALVESTON CORPS OF ENGINEERS GALVESTON, TEXAS			
PORT ARTHUR AND VICINITY, TEXAS HURRICANE FLOOD PROTECTION PLAN & PROFILE STA. 643+35.98 TO STA. 648+32.88			
DESIGNED BY:	APPROVED: <i>[Signature]</i> DATE: MARCH 1977		
CHECKED BY:	SUPERVISOR		
SUBMITTED BY:	DATE: MARCH 1977		
APPROVED BY:	DATE: MARCH 1977		
PREPARED UNDER THE DIRECTION OF JON C. VANDEN BOSCH, COLONEL, C. E., DISTRICT ENGINEER			
SCALE: AS SHOWN			SPEC. DATE:
DRAWING NO. C-8			FILE NO. SH 103-278



REVISION	DATE	DESCRIPTION	BY

OFFICE OF THE DISTRICT ENGINEER
 U.S. ARMY ENGINEER DISTRICT, GALVESTON
 CORPS OF ENGINEERS
 GALVESTON, TEXAS

DRAWN BY: CSW
 TRACED BY: CHH
 CHECKED BY: CHH
 SUBMITTED BY: *[Signature]*
 APPROVED: *[Signature]*
 DATE: MARCH 1977

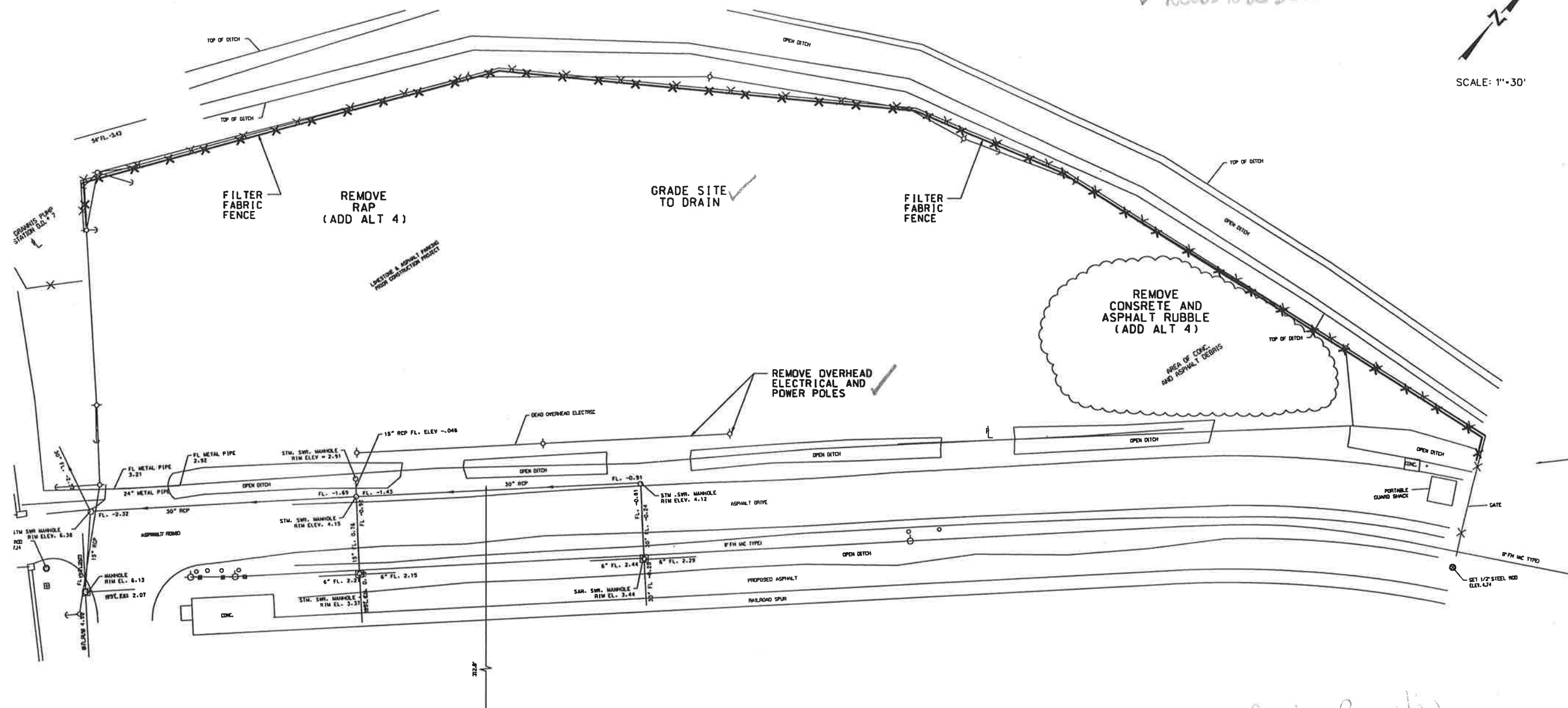
PORT ARTHUR AND VICINITY, TEXAS
 HURRICANE FLOOD PROTECTION
 CROSS SECTIONS
 STA 647+34 TO STA. 650+58

PREPARED UNDER THE DIRECTION OF
 JON C. VANDEN BOSCH, COLONEL, C. E.,
 DISTRICT ENGINEER

SCALE: _____
 SHEET OF _____
 DRAWING NUMBER: C-21
 FILE NO: 100-278

✓ needs to be Done

SCALE: 1"=30'



Storm water Pollution Prevention
Requested even though not required.

NOTE:
INSTALL AND MAINTAIN S.W.3 P.
INLET PROTECTION DURING
CONSTRUCTION. SEE GRADING
& DRAINAGE PLAN FOR PROPOSED
INLET LOCATIONS.

INTERIM REVIEW ONLY
DOCUMENT INCOMPLETE; NOT INTENDED
FOR PERMIT, BIDDING OR CONSTRUCTION
ENGINEER: KENNETH W. KORB
P.E. SERIAL NO. 37844
DATE: 08 OCT 2004

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AND/OR AGENCY REVIEW UNDER
THE AUTHORITY OF:
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P.E. SERIAL NO. 37844
DATE: 08 OCTOBER 2004
IT IS NOT TO BE USED FOR
BIDDING, PERMITTING OR
CONSTRUCTION

NO.	REVISION	BY	DATE

DESIGNED BY: K.K.
DRAWN BY: R.P.
CHECKED BY:
APPROVED BY:

PROJECT NO. 316576

SHEET NO.

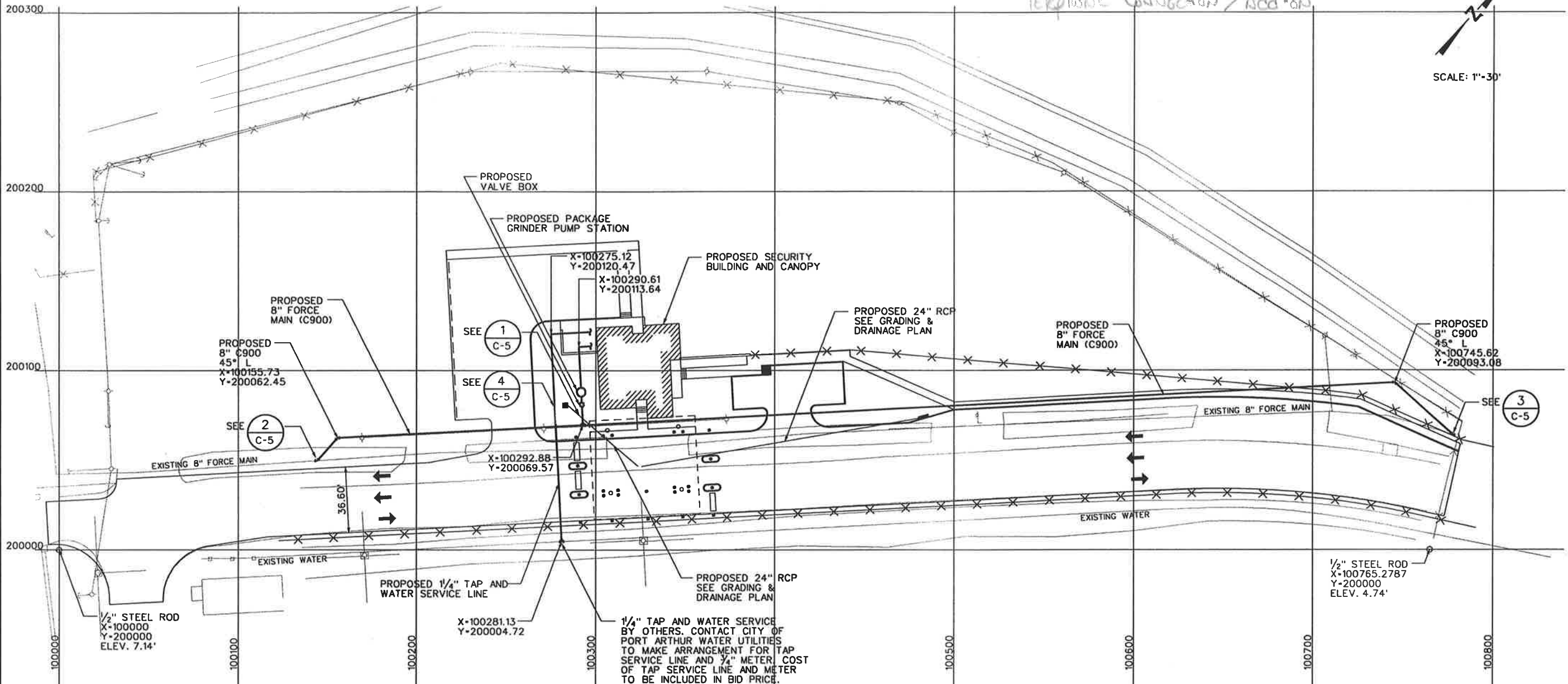
C-1

PPAC06.DGN

CH2MHILL
6220 HILLT TIDWELL
SUITE 1400
HOUSTON TX 77040



PORT OF PORT ARTHUR
COMMAND CENTER
SITE PREPARATION PLAN



Telephone Connection / Add-on



CH2MHILL
5128 W. HILL
SUITE 300
HOUSTON, TX. 77040

**PORT ARTHUR
INTERNATIONAL
PUBLIC PORT**

**PORT OF PORT ARTHUR
COMMAND CENTER
SITE UTILITY LAYOUT**

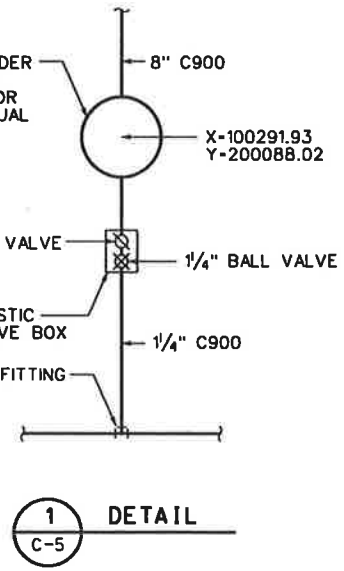
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P.E. SERIAL NO.: 37844
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NO.	REVISION	BY	DATE

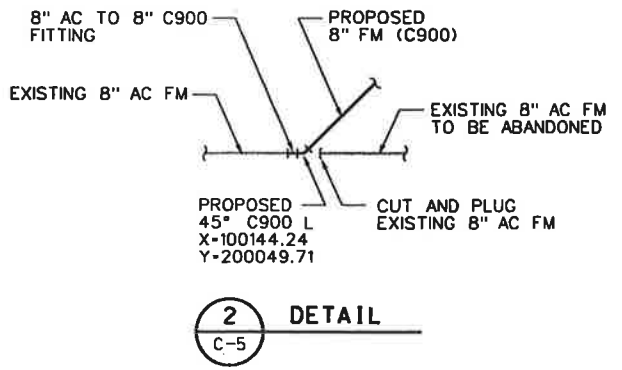
DESIGNED BY: K.K.
DRAWN BY: R.P.
CHECKED BY:
APPROVED BY:
PROJECT NO. 316576
SHEET NO.

C-5
PPAC05.DGN

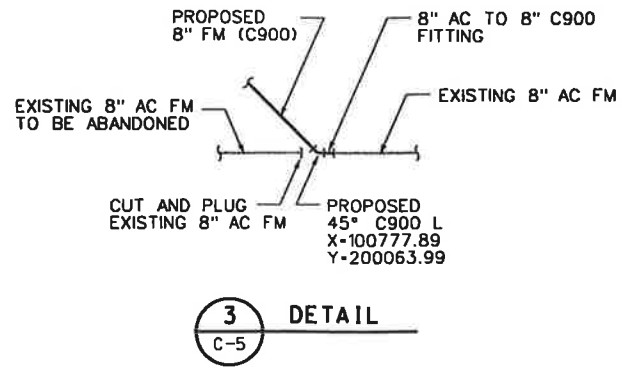
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DOCUMENT INCOMPLETE; NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.
ENGINEER: KENNETH W. KORB
P.E. SERIAL NO.: 37844
DATE: 08 OCT 2004



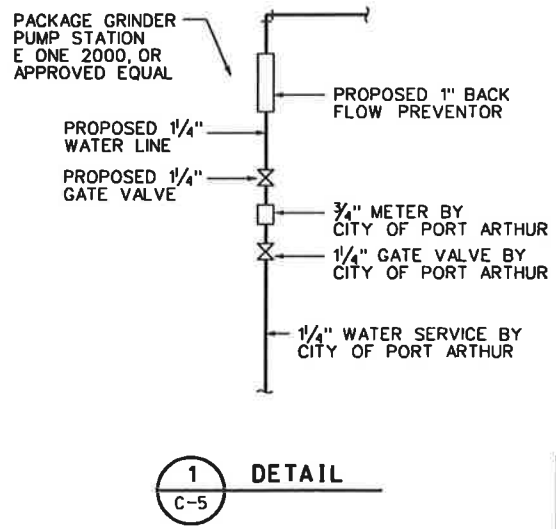
1
C-5
DETAIL



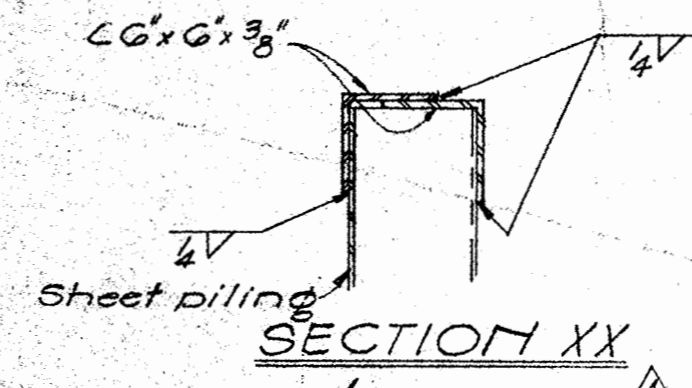
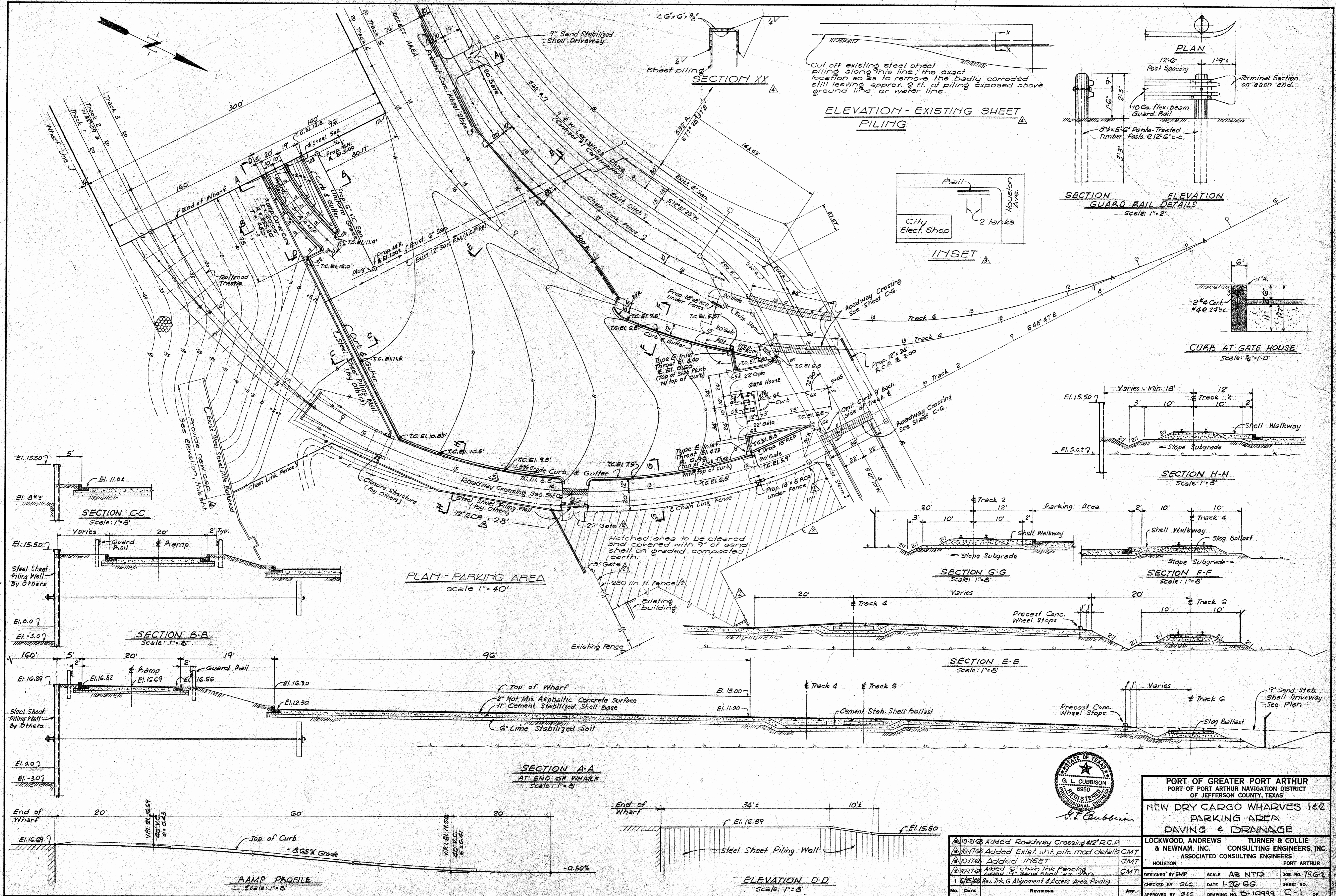
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C-5
DETAIL



3
C-5
DETAIL

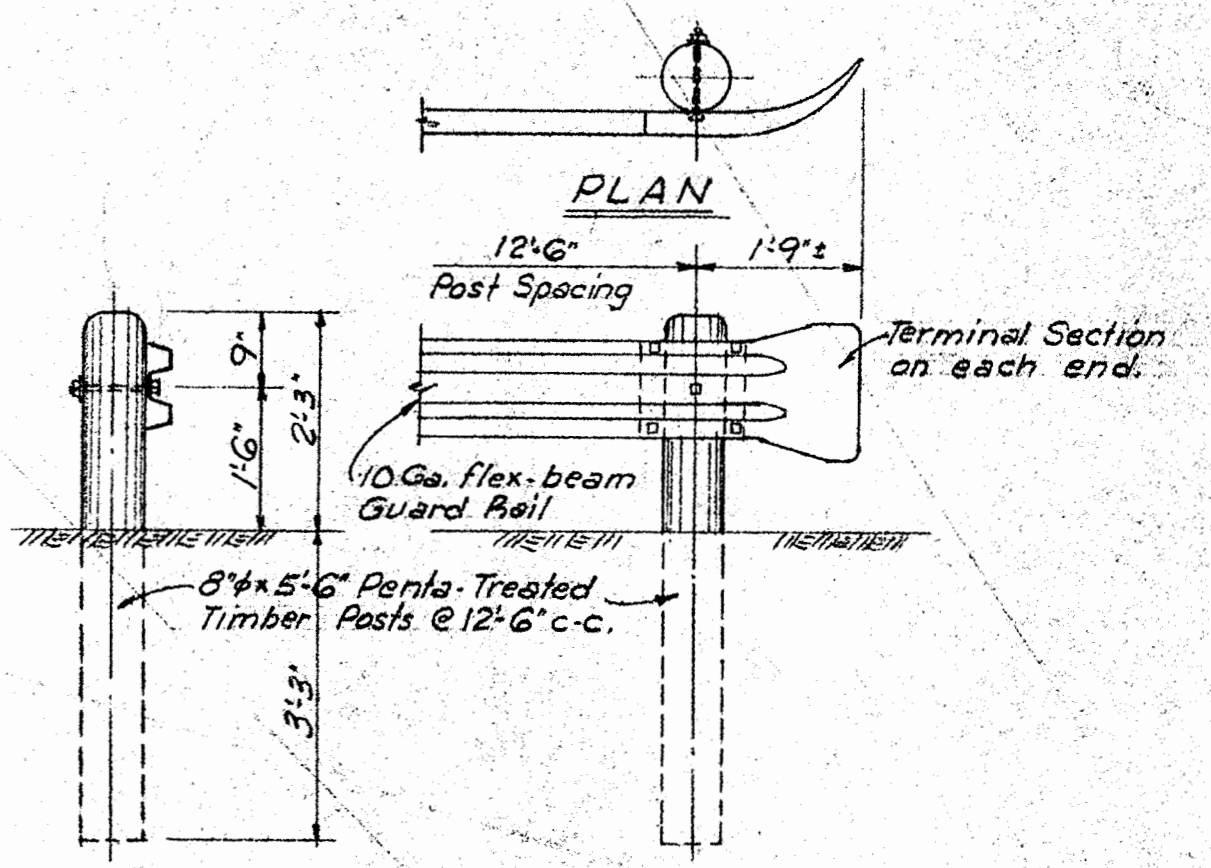


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C-5
DETAIL

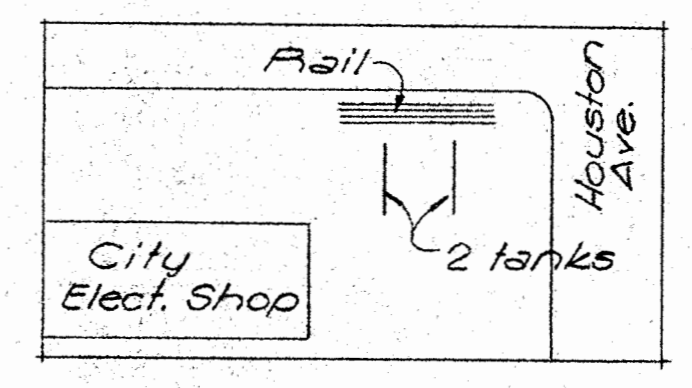


Cut off existing steel sheet piling along this line; the exact location so as to remove the badly corroded still leaving approx. 2 ft. of piling exposed above ground line or water line.

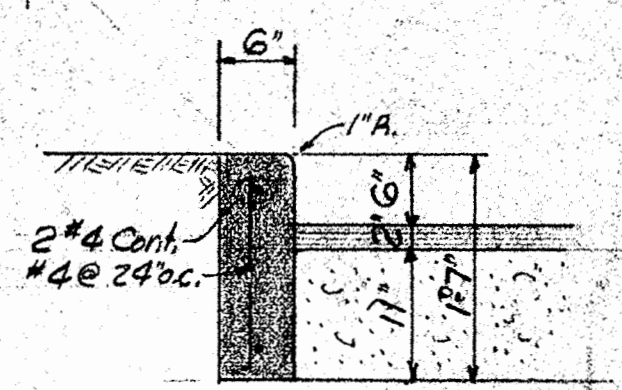
ELEVATION - EXISTING SHEET PILING



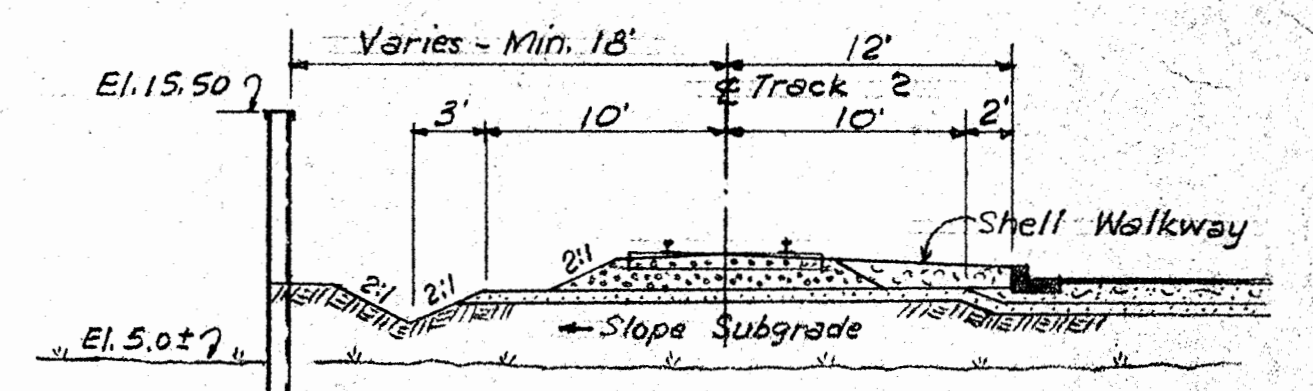
SECTION GUARD RAIL DETAILS Scale: 1"=2'



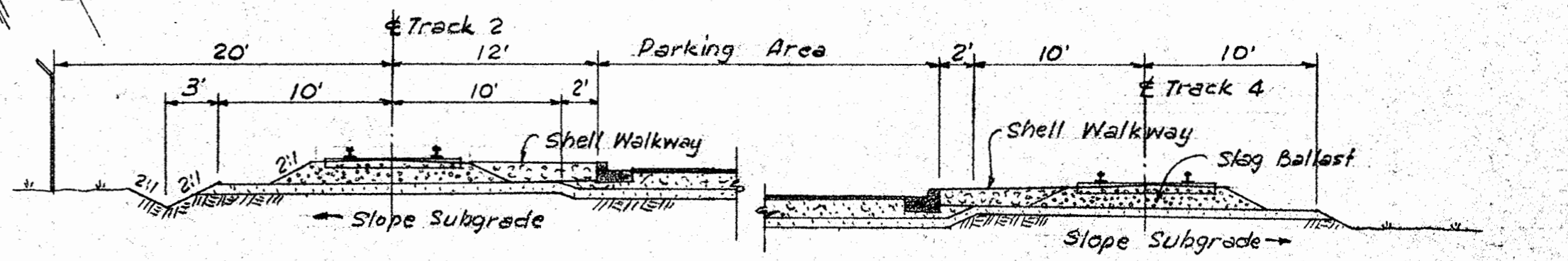
INSET



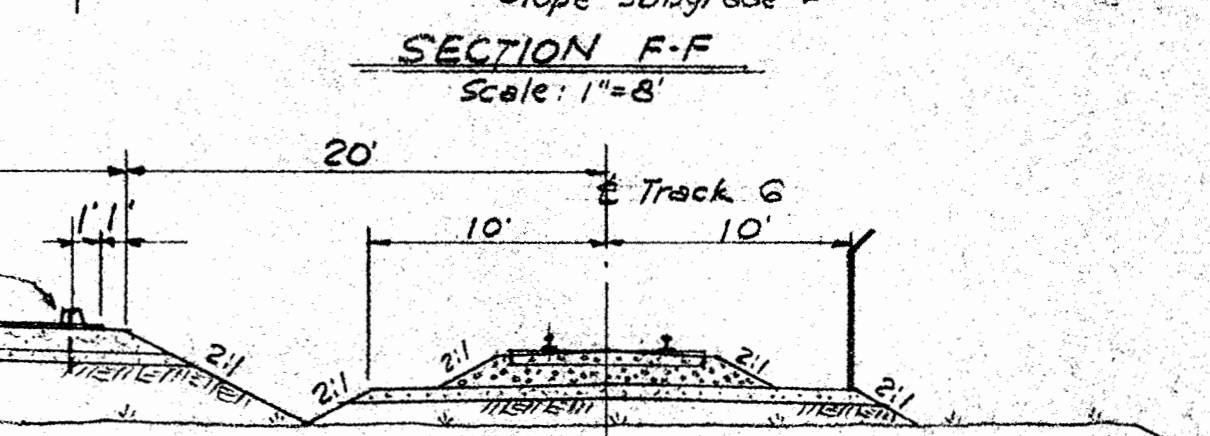
CURB AT GATE HOUSE Scale: 1/2"=1'-0"



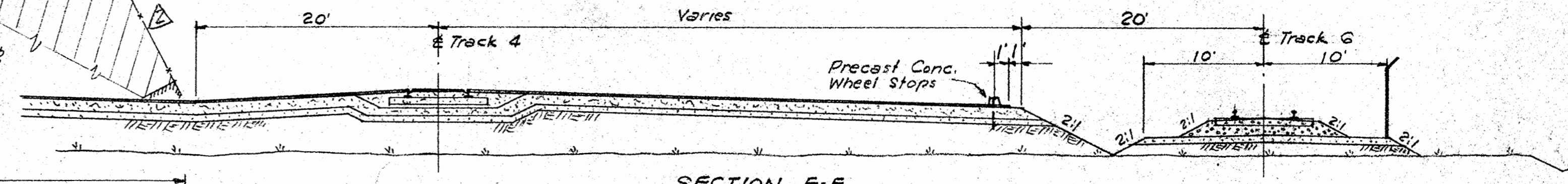
SECTION H-H Scale: 1"=8'



SECTION G-G Scale: 1"=8'

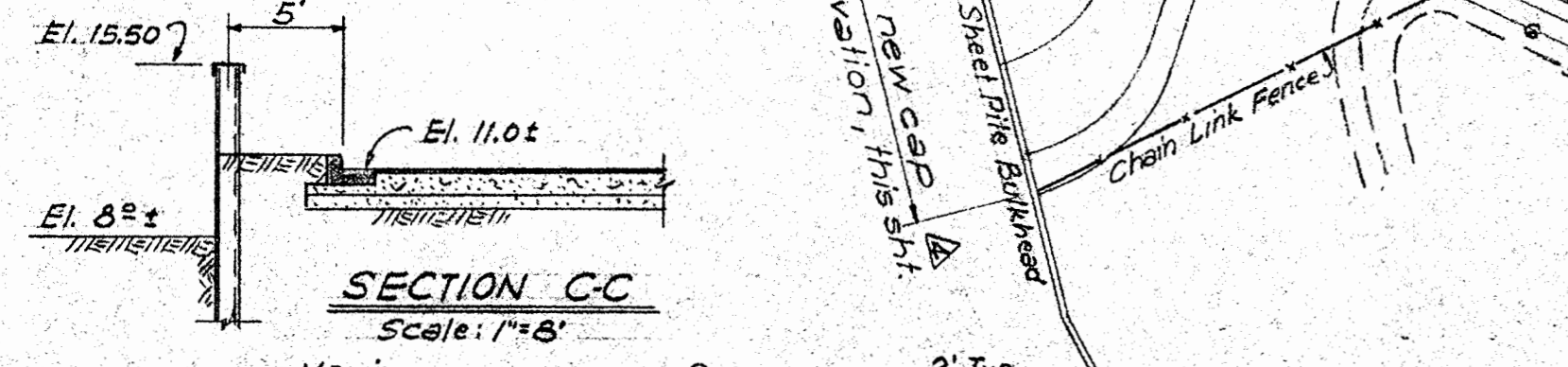


SECTION F-F Scale: 1"=8'

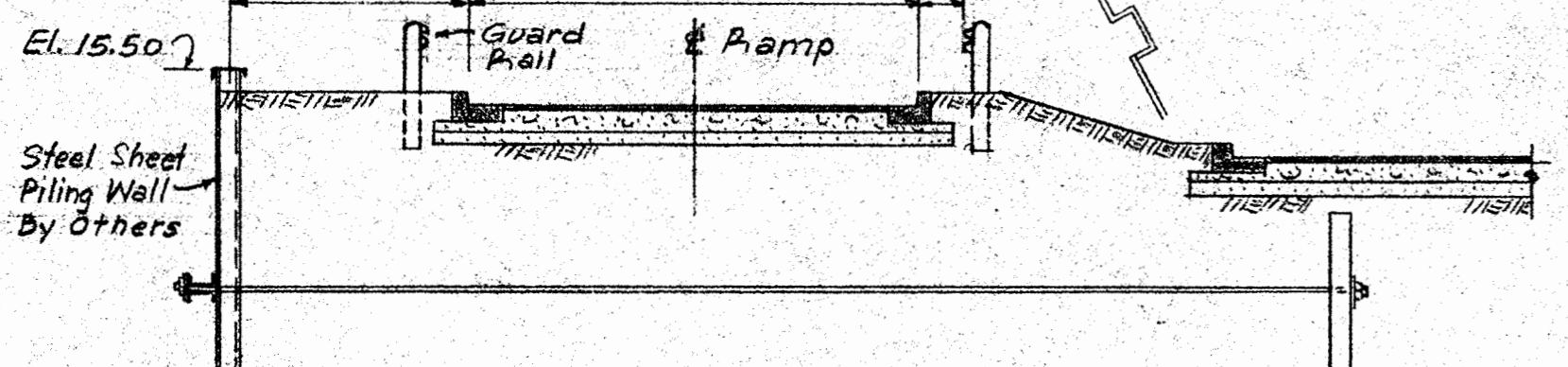


SECTION E-E Scale: 1"=8'

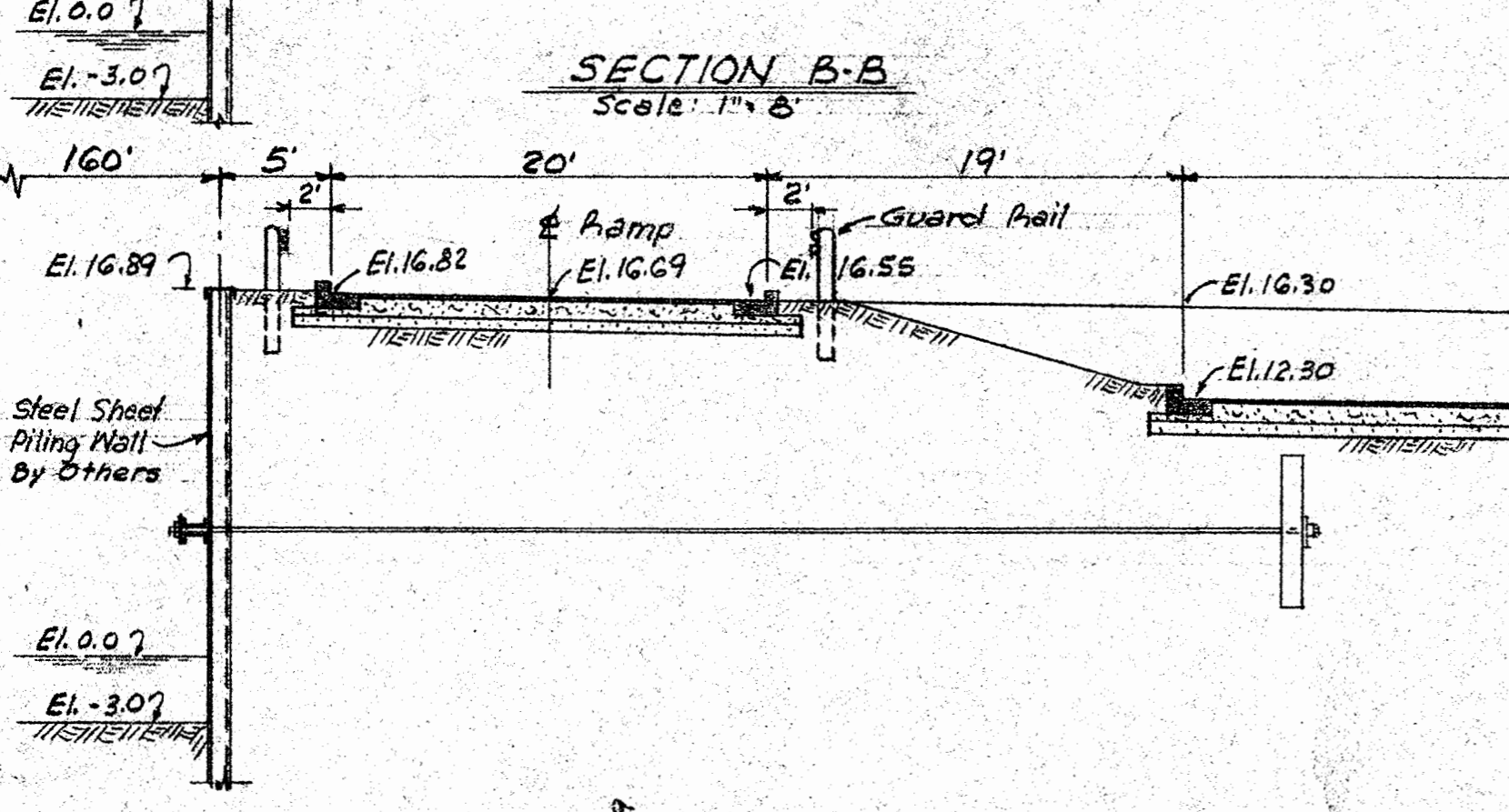
PLAN - PARKING AREA scale 1"=40'



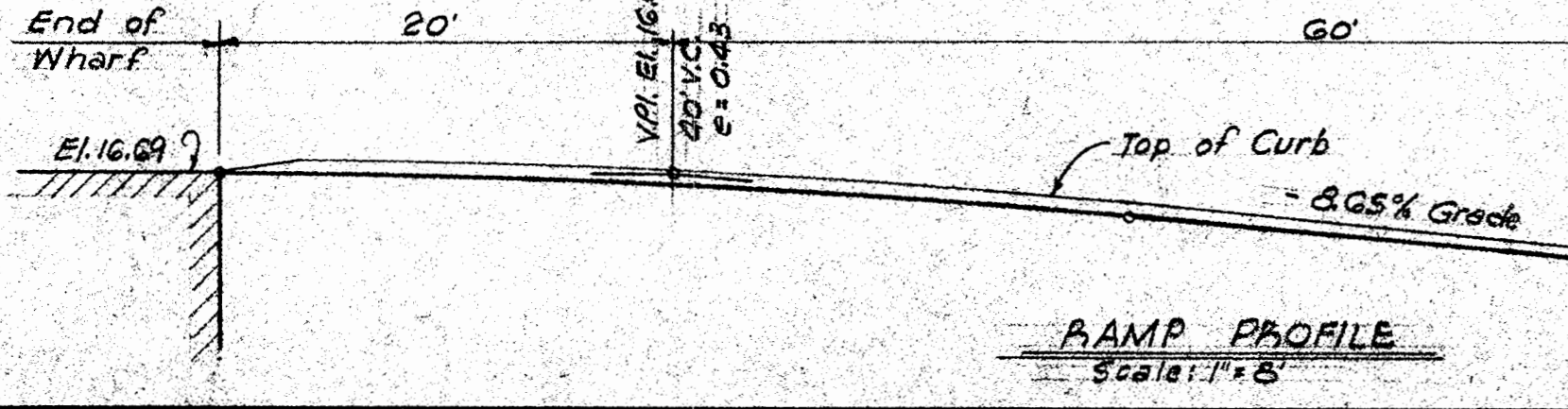
SECTION C-C Scale: 1"=8'



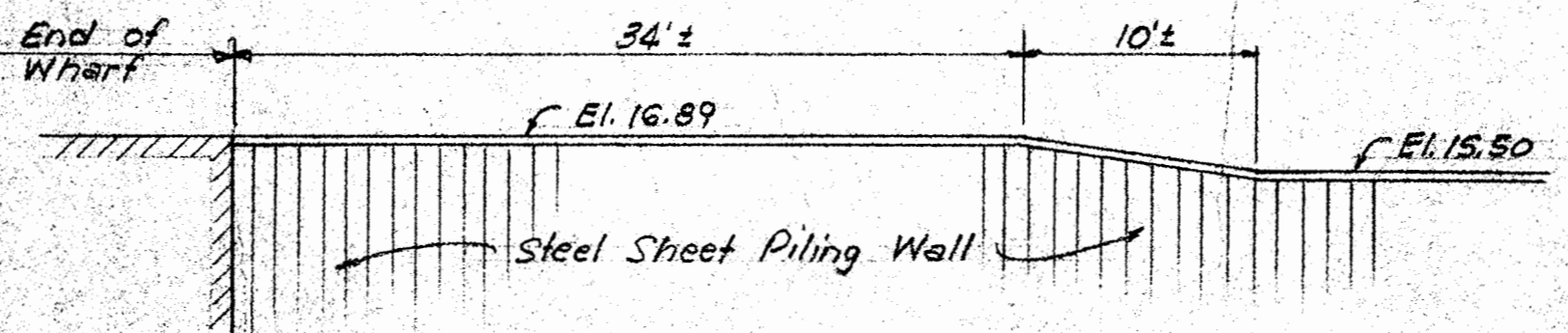
SECTION B-B Scale: 1"=8'



SECTION A-A AT END OF WHARF Scale: 1"=8'



RAMP PROFILE Scale: 1"=8'



ELEVATION D-D Scale: 1"=8'



PORT OF GREATER PORT ARTHUR
 PORT OF PORT ARTHUR NAVIGATION DISTRICT
 OF JEFFERSON COUNTY, TEXAS
NEW DRY CARGO WHARVES 1 & 2
PARKING AREA
PAVING & DRAINAGE

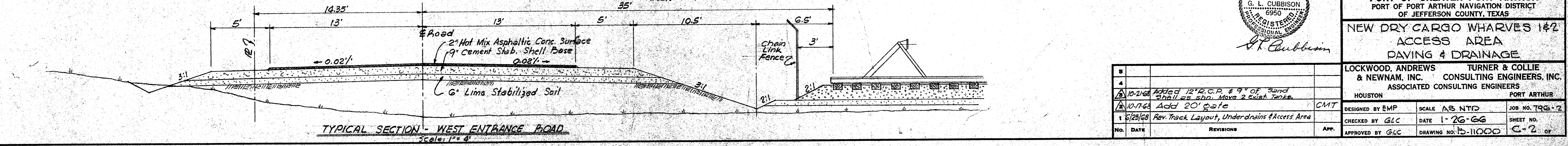
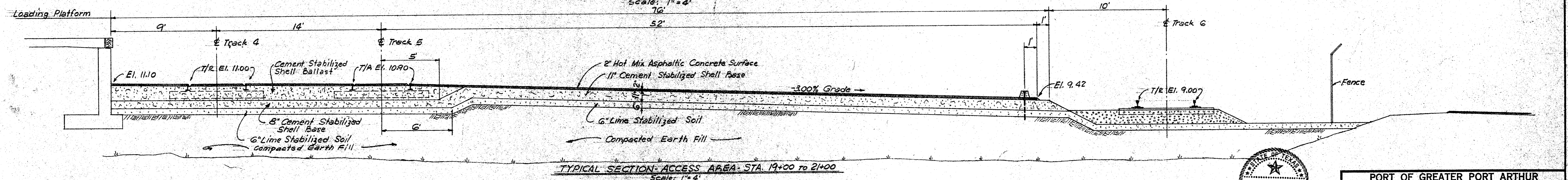
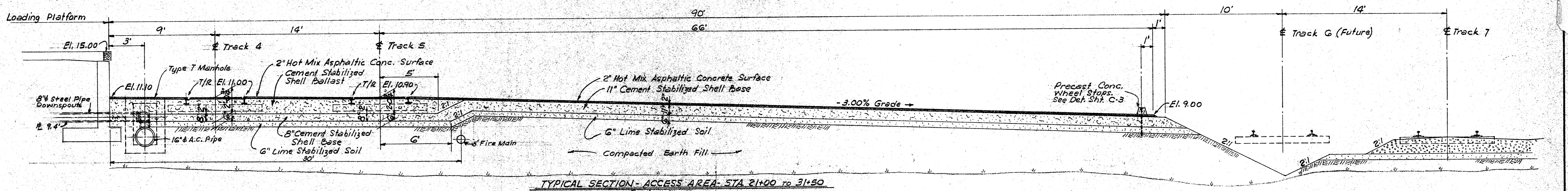
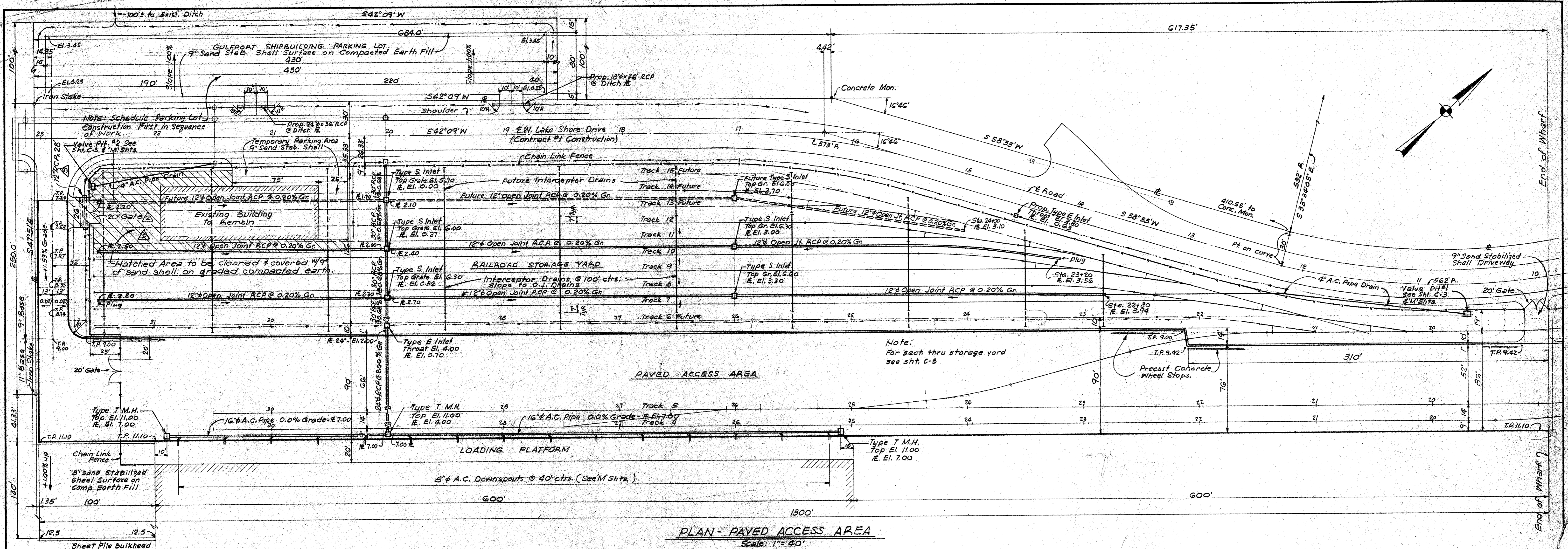
LOCKWOOD, ANDREWS & TURNER & COLLIE
 & NEWNAM, INC. CONSULTING ENGINEERS, INC.
 ASSOCIATED CONSULTING ENGINEERS

NO.	DATE	REVISIONS	App.
10-21-68		Added Roadway Crossing #12" R.C.P.	
10-17-68		Added exist. sht. pile mod details	CMT
10-17-68		Added INSET	CMT
10-17-68		Added Chain Link Fencing	CMT
10-17-68		Added 9\"/>	
11-25-68		Rev. Trk. G Alignment & Access Area Paving	CMT

DESIGNED BY EMP
 CHECKED BY G.C.C.
 APPROVED BY G.C.C.

SCALE AS NOTED
 DATE 1-26-69

DRAWING NO. B-10999
 SHEET NO. C-1 OF



PORT OF GREATER PORT ARTHUR
 PORT OF PORT ARTHUR NAVIGATION DISTRICT
 OF JEFFERSON COUNTY, TEXAS

NEW DRY CARGO WHARVES 1&2
ACCESS AREA
PAVING & DRAINAGE

LOCKWOOD, ANDREWS & TURNER & COLLIE
 & NEWNAM, INC. CONSULTING ENGINEERS, INC.
 ASSOCIATED CONSULTING ENGINEERS

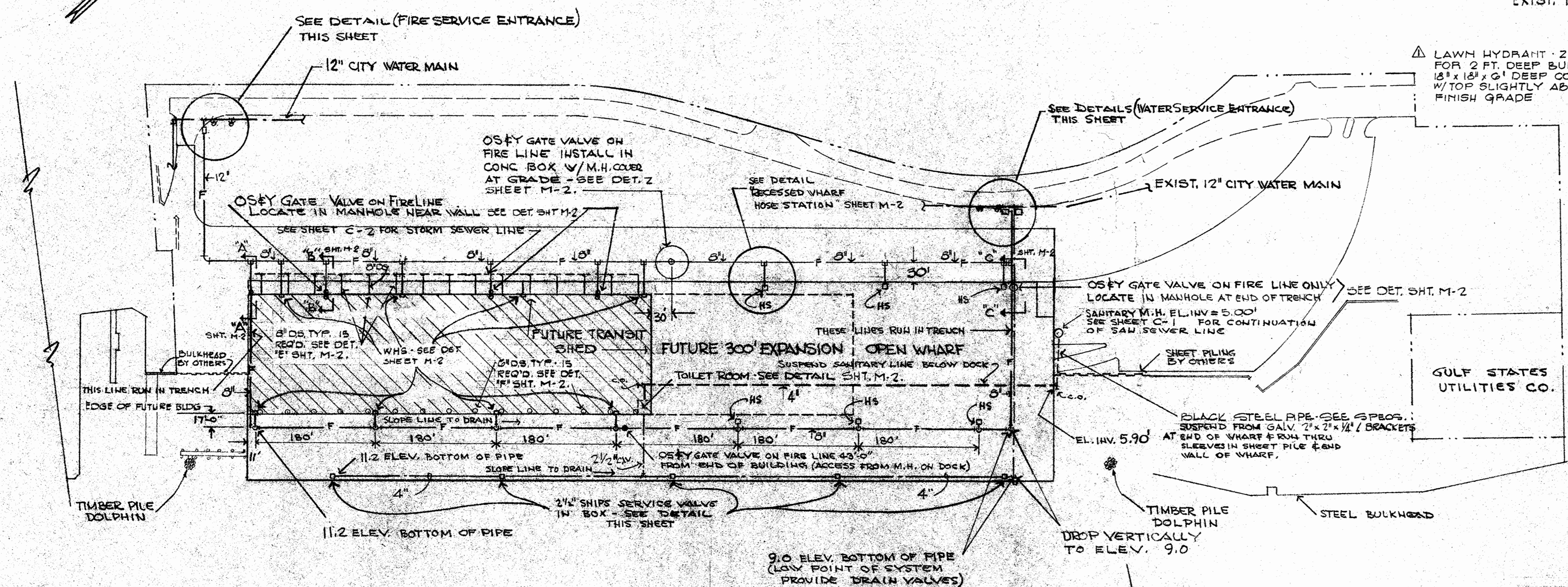
HOUSTON PORT ARTHUR

DESIGNED BY EMP SCALE AS NOTED JOB NO. 190-2
 CHECKED BY GLC DATE 1-26-66 SHEET NO.
 APPROVED BY GLC DRAWING NO. 15-11000 C-2 OF

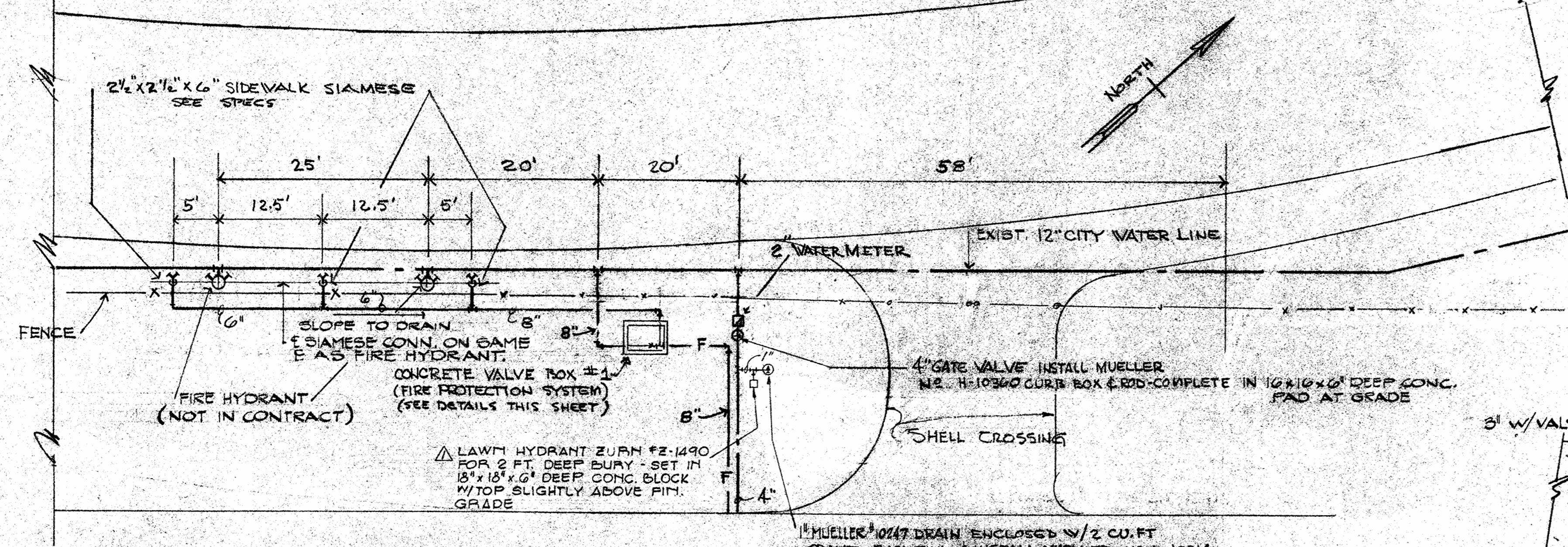
No.	DATE	REVISIONS	APP.
1	10-21-64	Added 12" R.C.P. & 9" of Sand Shell as shp. Move 2 exist. Tanks.	
2	10-17-64	Add 20' Gate	CMT
3	1-25-66	Rev. Track Layout, Under drains & Access Area	

LEGEND

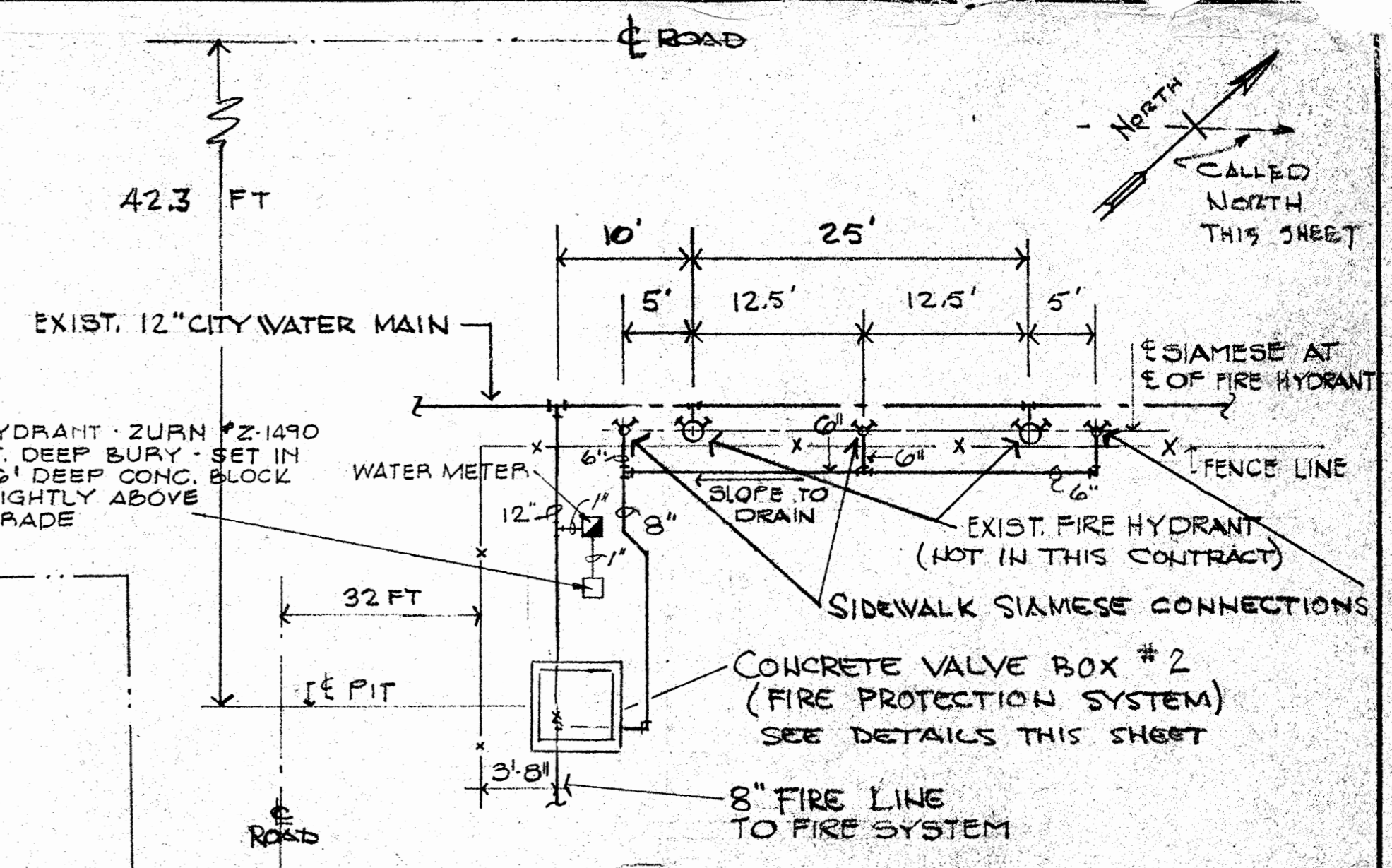
---	FIRE LINE
---	DOMESTIC C.W.
---	SANITARY OR STORM LINE
---	D.S. (DOWNSPOUT LINE)
WHS	WALL HOSE STATION
H.S.	RECESSED WHARF HOSE STATION
c.o.	CLEANOUT (ON SANITARY WASTE LINE)



GENERAL PLAN - WHARF AREA
SCALE: 1" = 100'



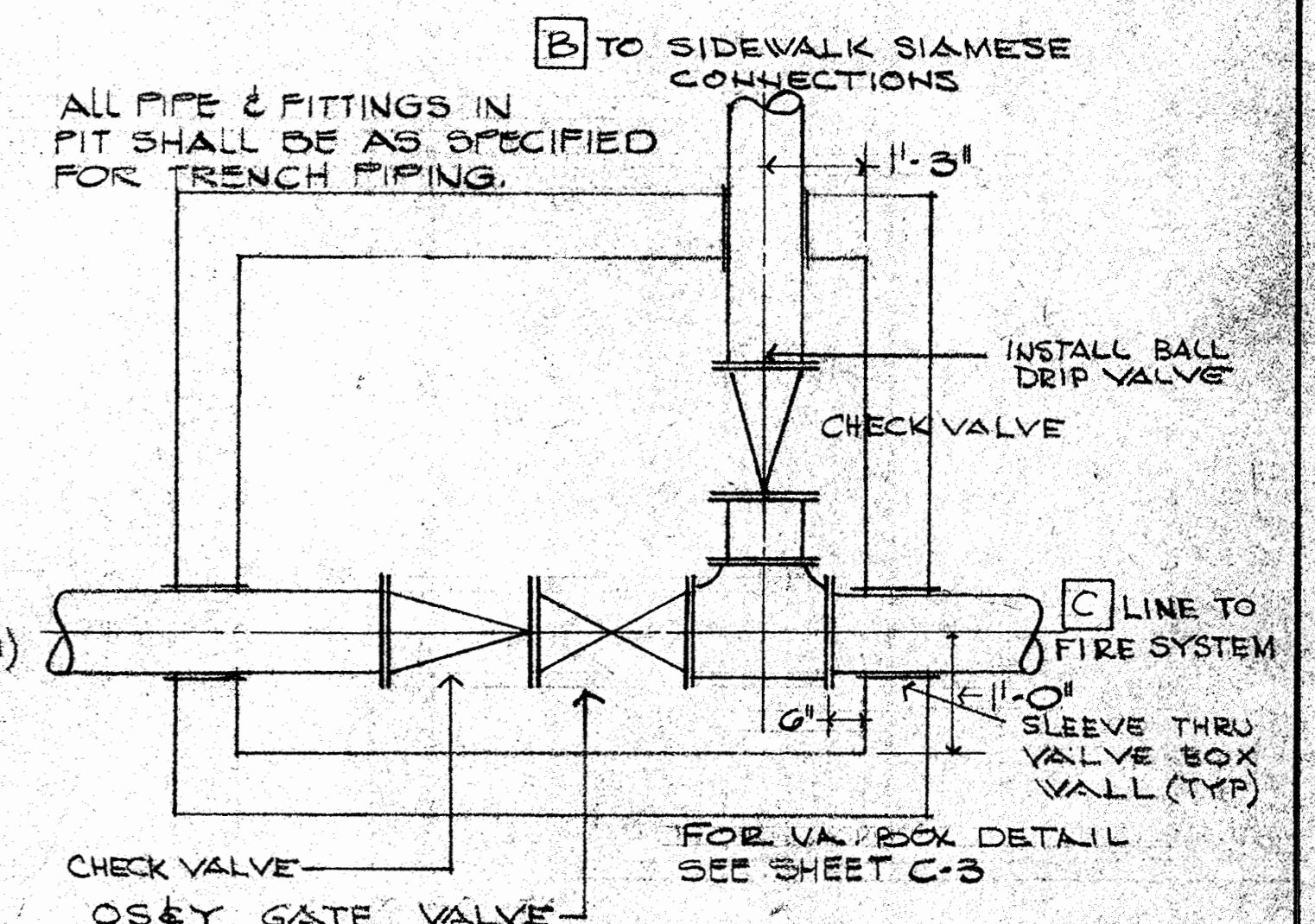
DETAILS - WATER SERVICE ENTRANCE
SCALE: 1" = 10'-0"



DETAILS - FIRE SERVICE ENTRANCE
SCALE: 1" = 10'-0"

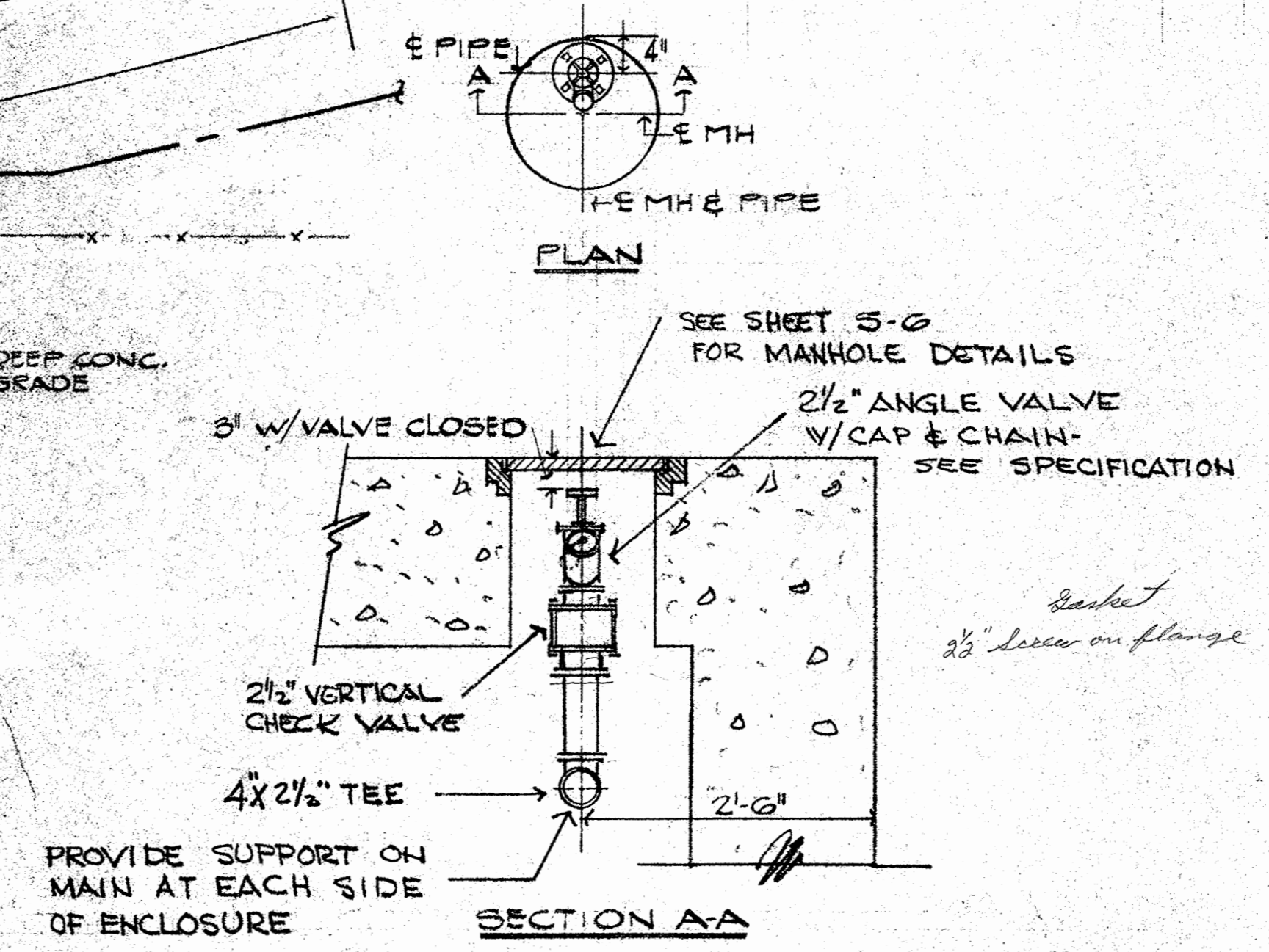
PIPE SIZE SCHEDULE

VALVE BOX No	A (W)	B (W)	C (W)
VALVE BOX No 1 (NORTH SIDE)	8	8	8
VALVE BOX No 2 (SOUTH SIDE)	12	8	12

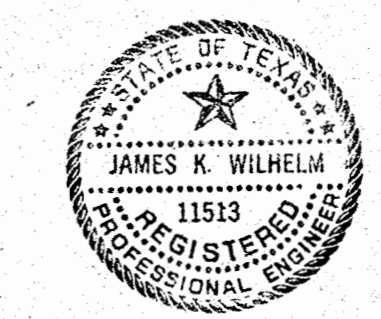


FIRE PROTECTION SYSTEM VALVE BOX DETAIL PLAN
NO SCALE

- GENERAL NOTES**
1. ALL FIRE LINES & DOMESTIC WATER LINES SUSPENDED UNDER DOCK OR IN TRENCH SHALL BE SCHEDULE 40 GALV. STEEL W/ FLANGED FITTINGS
 2. ALL FIRE LINES & DOMESTIC WATER LINES IN FILL UNDER DOCK SHALL BE SCHED. 40 GALV. STEEL PIPE - WITH WRAPPING AS SPECIFIED.
 3. ALL FIRE LINES & DOMESTIC WATER LINES UNDERGROUND OUTSIDE OF DOCK SHALL BE TRANSITE PIPE WITH RING-TITE FITTINGS.
 4. ALL VALVES EXPOSED TO FREEZING TEMP. SHALL BE PROVIDED WITH DRAIN PLUGS.



SHIP SERVICE CONN. DETAIL
NOT TO SCALE



PORT OF GREATER PORT ARTHUR
PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS
NEW DRY CARGO WHARVES #2
PLUMBING PLAN & DETAILS

DESIGNED BY MFM	SCALE AS NOTED	JOB NO. 796-2
CHECKED BY JKV	DATE 1-26-66	SHEET NO.
APPROVED BY CMT	DRAWING NO. B11013	M1 OF



CONSTRUCTION PLANS LAKESHORE DRIVE TURNAROUND PROJECT NO.2 (CSJ 0920-38-262) PORT ARTHUR, TEXAS OCTOBER 2022

CONTACT LIST

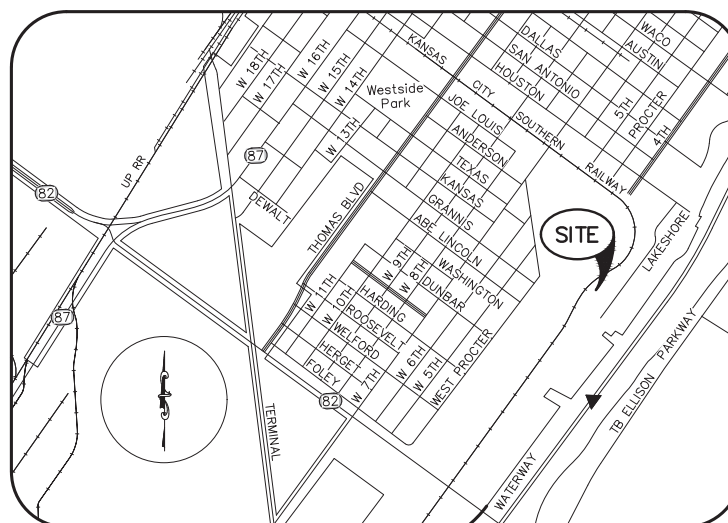
PORT OF PORT ARTHUR DIRECTOR OF ENGINEERING	ED LONG, PE 409-983-2011
PORT OF PORT ARTHUR CONSTRUCTION & MAINTENANCE COORDINATOR	MICHAEL GREEN 409-242-8934
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7	GARRETT BOUDOIN 409-548-3802
TEXAS GAS SERVICE	TRACE HAMMOND 409-284-4676
ENTERGY (BEAUMONT, PORT ARTHUR, MID COUNTY)	ETHAN BECKER 409-982-5830
AT&T (PORT ARTHUR, GROVES)	MARK WELCH 346-312-7271
SPECTRUM	ROBERT FLANAGAN 409-720-5513
TEXAS ONE CALLS FOR UTILITY LOCATES	811

PORT COMMISSIONERS

PRESIDENT:	JOHN COMEAUX
VICE PRESIDENT:	RANDY T. MARTIN
SECRETARY/TREASURER	LINDA TURNER SPEARS
COMMISSIONER:	RAYMOND JOHNSON
COMMISSIONER:	MARY WYCOFF
EXECUTIVE PORT DIRECTOR/CEO	LARRY KELLEY

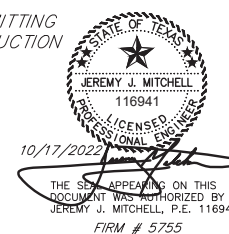
PORT OF PORT ARTHUR APPROVAL

BY: _____
DIRECTOR OF ENGINEERING



SHEET	DESCRIPTION
1	COVER PAGE
2	GENERAL NOTES
3	TOPOGRAPHIC SURVEY/EROSION CONTROL
4	UNDERGROUND UTILITIES RELOCATION EXHIBIT
5	SITE PLAN
6	GRADING PLAN
7	STORM SEWER PLAN & PROFILE
8	JOINT PLAN
9	FENCE DETAILS
10-13	DETAILS

FOR PERMITTING & CONSTRUCTION



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941 FIRM # 5755



3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #101238
PROJECT NO. 21-0586

Surveying

1. Contractor shall provide all onsite general construction surveying, layout, and any other surveying requirements necessary for the construction of the project. Owner will provide initial control points.
2. Existing monuments or property corners shall not be disturbed. The Contractor will replace and accurately relocate all reference points and construction stakes lost, destroyed, or moved solely at his expense.

General Construction Notes

1. References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar material from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.
2. All materials and construction shall conform to Port of Port Arthur standards, except as noted herein and approved by the engineer.
3. Any permits or fees required by the City or any other entity shall be paid for by the Contractor.
4. Ingress and egress adjacent to the project shall be maintained by the Contractor at all times. The Contractor will be responsible for keeping mud and debris off existing public streets adjacent to the site.
5. Contractor shall keep one complete set of plans and specifications in good condition on the job site at all times.
6. Upon completion of all project improvements and inspections, and Owner acceptance of these improvements, the Contractor shall be required to furnish an Affidavit of Warranty to Owner for a one (1) year period on all work.
7. All areas disturbed by construction activity shall be restored to an equal or better condition at the expense of the contractor.
8. All culverts shall be protected from damage during construction operations. Culverts damaged as a result of contractor's negligence shall be replaced at contractor's expense.
9. Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work site. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated. All traffic control devices and their placement shall be in accordance with the latest Texas Manual on Uniform Traffic Control Devices. No payment will be made for barricades, signs, and traffic handling, but it will be considered subsidiary to the various bid items.
10. The Port of Port Arthur shall pay for all required testing, including but not limited to required densities for subgrade, base and asphalt, and associated moisture-density relationships. The engineer will sample all concrete and make and test all beams and cylinders in accordance with the test methods provided for under the appropriate standard specifications for the various items.
11. Port of Port Arthur forces will maintain the existing section of streets and its appurtenances not a part of this project except that those sections damaged by the contractor's forces shall be repaired by the contractor at his entire expense.
12. The contractor shall maintain adequate drainage throughout the limits of the project during all construction phases.
13. The contractor shall allow Port of Port Arthur forces to enter this project to accomplish such work as shown in the plans and as may be deemed necessary by the engineer.
14. All drainage structures within the project limits shall be cleaned and unobstructed at the time of acceptance by the Port of Port Arthur.
15. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to private property shall be furnished by the contractor at no additional cost to the Port of Port Arthur and shall be considered as incidental to the various bid items in this project.
16. Any storm water permit and associated fees required for construction of this project shall be at the contractor's expense. Also, any temporary erosion, sediment and water control measures required shall be in accordance with the details show in the plans and all work and materials required shall be paid for under the item "Temporary Erosion, Sedimentation & Environmental Controls".
17. Cement stabilized sand for backfill shall be considered subsidiary to any storm sewer, inlets, and junction boxes.
18. All traffic control shall conform to the latest barricade and construction standard sheets issued by TxDot and shall be approved by the engineer prior to construction operations.
19. Erosion control logs shall be installed in accordance with the manufacturer's recommendations, or as directed by the engineer. Logs shall be placed around all storm sewer inlets and pipe openings and shall be maintained as needed.
20. All concrete shall be TXDOT Class P 4000 psi @ 28 days strength.
21. Seal Joints with BASF MasterSeal SL 1 Elastomeric Polyurethane.

Utility Notes

1. Utility locations shown on the plans are for informational purposes only and are not exact. The engineer and the Owner assume no responsibility for variation in location and grades. Contractor shall verify location and elevation of existing utilities prior to construction of proposed facilities. Discrepancies between the two shall be immediately reported to the owner or engineer.
2. Contractor will be responsible for contacting all utility companies with existing facilities in the areas of construction 48 hours prior to construction in areas of possible underground utilities which may or not be shown on drawing. Contractor is responsible for making the Texas One Call and following all requirements set forth through that agency. Contractor is responsible for keeping police and fire departments informed of construction activities.
3. The Contractor shall be responsible for locating and protecting all utility lines during construction. The Contractor shall be responsible for any damage to existing utilities and shall promptly repair same or make arrangements for such repair with the Owner of the utility involved.
4. In all cases the Contractor shall inform and coordinate work with the Owners of the various utilities sufficiently in advance of the contractor's operation to enable such utility Owners, in advance of any work which might damage, interfere with or require adjustments to utilities along or adjacent to the work, to reroute, provide temporary detours, or to make other adjustments to utilities in order that the contractor may proceed with his work with a minimum amount of delay and expense.
5. The contractor shall cooperate with all utility owners concerned in effecting any utility adjustments necessary and shall not hold the Owner or Engineer liable for any expenses due to delay or additional work because of conflicts. The Contractor shall allow utility and/or pipeline companies to enter this project to accomplish such work as required for placement or protection of their services and as may be deemed necessary by the Engineer.
6. All utility adjustments shall be the responsibility of the Owners of the utilities and if, in the opinion of the Engineer, adjustment is required, the Contractor will be responsible for notifying the respective owner.
7. The contractor shall be responsible for confirming the exact location of utility lines and of any others which may exist. It shall be the contractor's responsibility to notify the utility involved in case of conflict or damage and the contractor shall be held responsible for any damage that occurs. Where the contractor encounters abandoned lines that interfere with the construction of this project, such lines shall be removed and disposed of by the contractor. There will be no direct payment for this work and it shall be considered subsidiary to the various bid items in the contract.
8. Before excavating near existing utilities, contact the utility companies or the utility coordinating committee for exact locations to prevent damage or interference with present facilities. Notify the utility coordinating committee and the Texas 811 System. The Port of Port Arthur has existing private fiber optic cables within the project area that are not located by the Texas 811 system. Contractor shall contact the Port 5 working days in advance of excavation to allow marking of the fiber optic line(s).
9. This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to the City or Port of Port Arthur.
10. Notify the Engineer at least 48 hours before constructing storm drains and utilities.
11. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the Port of Port Arthur.
12. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.
13. Contractor shall be responsible for protecting all public utilities in the construction of this project. All manholes, clean-outs, valve boxes, fire hydrants, etc. must be adjusted to proper line and grade by the contractor prior to and after the placing of permanent paving. Utilities must be maintained to proper line and grade during construction of the paving for this development.
14. Contractor shall protect all manholes covers, valve covers, vault lids, fire hydrants, power poles, guy wires, and telephone boxes that are to remain in place and undisturbed during construction.

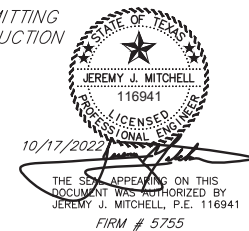
Work Scheduling

1. Contractor shall provide a written schedule describing the sequencing and routes of work.
2. Contractor shall notify Owner no later than 48 hours prior to the commencement of work.
3. Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.
4. Contractor shall schedule work in a manner that will cause minimum interference with traffic and to the general public.
5. Ingress and egress to adjacent property shall be maintained by the contractor at all times.
6. Existing parking area shall remain open for parking at all times. Contractor shall coordinate its work area with the Port to minimize amount of area used by the contractor.


CONTACT LIST

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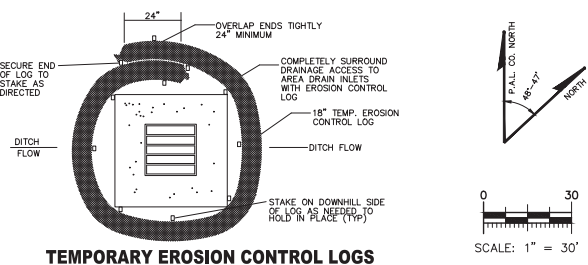
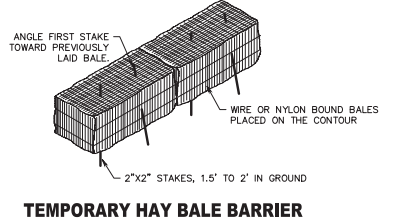
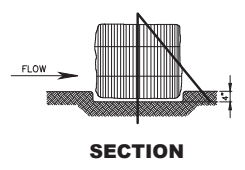
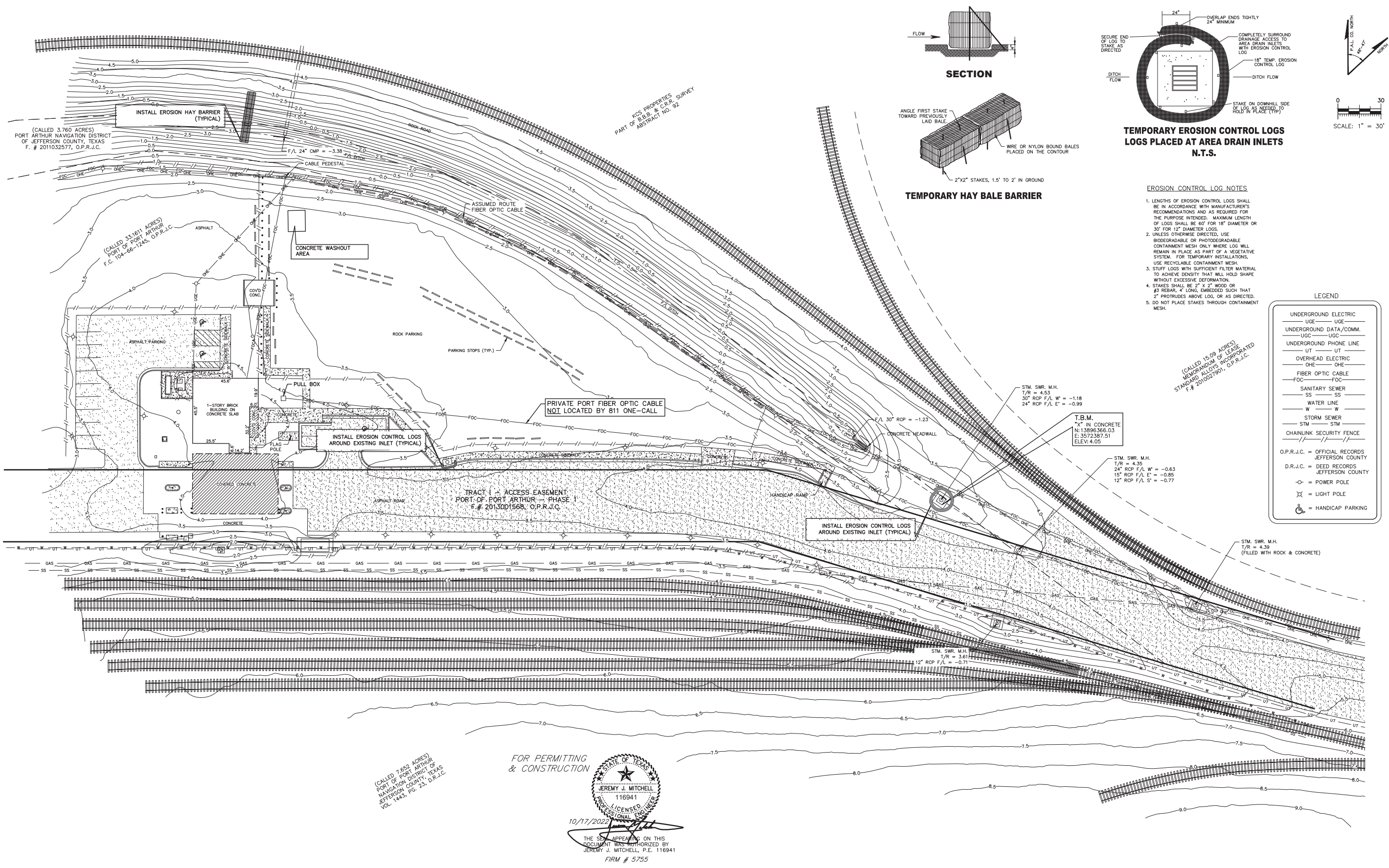
FOR PERMITTING & CONSTRUCTION



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941 FIRM # 5755

 <p>3737 Doctors Drive Port Arthur, Texas 77642 Tel. 409.983.2004 Fax 409.983.2005 soutexsurveyors.com</p>	<p>SHEET TITLE</p> <p>GENERAL NOTES</p>	<p>PROJ. NO: 21-0586</p> <p>SCALE:</p> <p>PRINT DATE: 10/17/2022</p> <p>DRAWN BY: TC</p> <p>CHECKED BY: JM</p> <p>APPROVED BY: JM</p>
	<p>PROJECT</p> <p>RIDER 45 - LAKESHORE DRIVE TURNAROUND PORT OF PORT ARTHUR 221 HOUSTON AVENUE PORT ARTHUR, TEXAS 77641</p>	<p>SHEET</p> <p>C2</p>

S:\SOUTEX\SoutexServer\Drawn\T_SoutexProjects\2021\31-0586_PoPA_Rider_P1- Turnaround\DWG\31-0586_PoPA_Rider_P1- 2022-12-20.dwg Oct 17, 2022 - 12:52pm Nathan Jordan

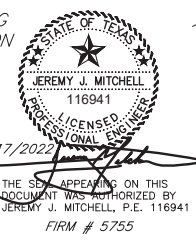


- EROSION CONTROL LOG NOTES**
- LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 40' FOR 18" DIAMETER OR 30' FOR 12" DIAMETER LOGS.
 - UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTOGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
 - STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
 - STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 4" LONG EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED.
 - DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.

LEGEND

UNDERGROUND ELECTRIC	UGE
UNDERGROUND DATA/COMM.	UGC
UNDERGROUND PHONE LINE	UT
OVERHEAD ELECTRIC	OHE
FIBER OPTIC CABLE	FOC
SANITARY SEWER	SS
WATER LINE	W
STORM SEWER	STM
CHAINLINK SECURITY FENCE	
O.P.R.J.C. = OFFICIAL RECORDS	
JEFFERSON COUNTY	
D.R.J.C. = DEED RECORDS	
JEFFERSON COUNTY	
○ = POWER POLE	
⊕ = LIGHT POLE	
♿ = HANDICAP PARKING	

FOR PERMITTING
& CONSTRUCTION



THE SIGN APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941 FIRM # 5755

This map represents a Topographic Survey made this day 1/21/20 on the ground as shown.

*PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT (RELEASE DATE: 2/10/20)
ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

SURVEYORS NOTES
1. ELEVATIONS SHOWN HEREON ARE NAVD88 ORTHOMETRIC HEIGHTS DERIVED USING GEOID 12B

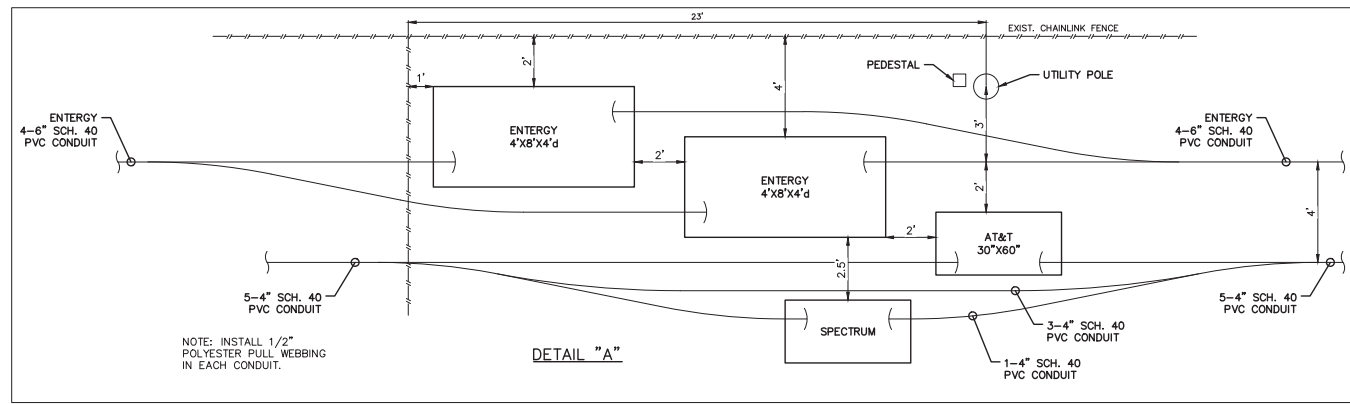


3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
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soutexsurveyors.com

SHEET TITLE
TOPOGRAPHIC SURVEY
& EROSION CONTROL PLAN
PROJECT
RIDER 45 - LAKESHORE DRIVE TURNAROUND
PORT OF PORT ARTHUR
221 HOUSTON AVENUE
PORT ARTHUR, TEXAS 77641

PROJ. NO: 21-0586
SCALE: 1" = 40'
PRINT DATE: 10/17/2022
DRAWN BY: TC, SM
CHECKED BY: JM
APPROVED BY: JM
SHEET **C3**

S:\SOUTEX\SURVEY\DATA\21-0586\PortA_Rider_P1_Turnaround\DWG\21-0586_Topo Erosion Control.dwg Oct 17, 2022 12:52pm Nathan Jordan

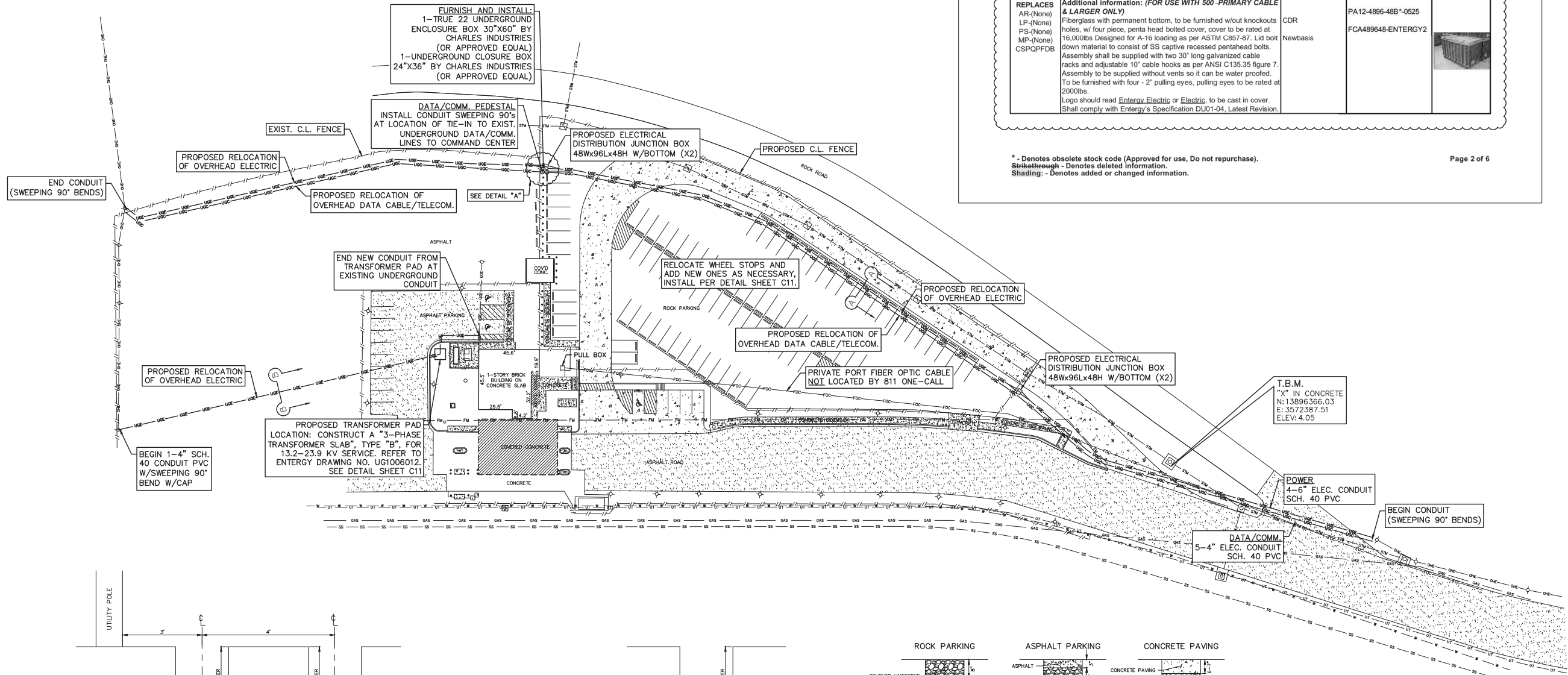
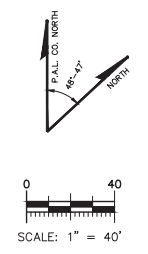


SUPPORT SERVICES; DISTRIBUTION STANDARDS & ENGINEERING

TITLE: Pull Boxes, Enclosures STANDARD NUMBER: DU01-02, Rev. 15 EFFECTIVE DATE: November 26, 2007

STOCK NUMBER	MATERIAL DESCRIPTION	MANUFACTURER	CATALOG NUMBER	ILLUSTRATION
EN017478 REPLACES AR114-246 *LP331-7253 *PS331-7253 *MP353-3692 *CSPQPFDB *EN017579 *000114-247	Box, Junction Pull, 30Wx60Lx48H, with bottom Additional information: (FOR USE WITH PRIMARY CABLE & LARGER ONLY) Fiberglass with permanent bottom, to be furnished w/out knockout holes, w/ two piece, penta head bolted cover, cover to be rated at 16,000lbs Designed for A-16 loading as per ASTM C857-87. Lid bolt down material to consist of SS captive recessed pentahead bolts. Assembly shall be supplied with two 30" long galvanized cable racks and adjustable 10" cable hooks as per ANSI C135.35 figure 7. Assembly to be supplied without vents so it can be water proofed. To be furnished with two - 2" pulling eyes, pulling eyes to be rated at 1000lbs. Logo should read <u>Entergy Electric</u> or <u>Electric</u> , to be cast in cover. Shall comply with Entergy's Specification DU01-04, Latest Revision.	Amorcast CDR Newbasis	A6001460TAX48B PA14-3000-40WD-0217 FCA306048-ENERGY	
EN017580 REPLACES AR-(None) LP-(None) PS-(None) MP-(None) CSPQPFDB	Box, Junction Pull, 48Wx96Lx48H, with bottom Additional information: (FOR USE WITH 500 - PRIMARY CABLE & LARGER ONLY) Fiberglass with permanent bottom, to be furnished w/out knockouts holes, w/ four piece, penta head bolted cover, cover to be rated at 16,000lbs. Designed for A-16 loading as per ASTM C857-87. Lid bolt down material to consist of SS captive recessed pentahead bolts. Assembly shall be supplied with two 30" long galvanized cable racks and adjustable 10" cable hooks as per ANSI C135.35 figure 7. Assembly to be supplied without vents so it can be water proofed. To be furnished with four - 2" pulling eyes, pulling eyes to be rated at 2000lbs. Logo should read <u>Entergy Electric</u> or <u>Electric</u> , to be cast in cover. Shall comply with Entergy's Specification DU01-04, Latest Revision.	Amorcast CDR Newbasis	A6004896TAFENT2 PA12-4896-48B-0525 FCA489648-ENERGY2	

* - Denotes obsolete stock code (Approved for use, Do not repurchase).
Strikethrough - Denotes deleted information.
Shading - Denotes added or changed information.

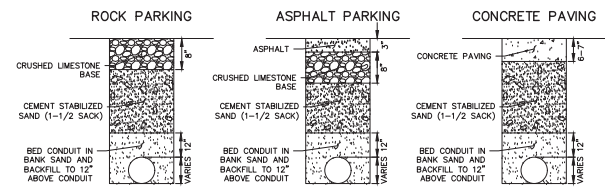
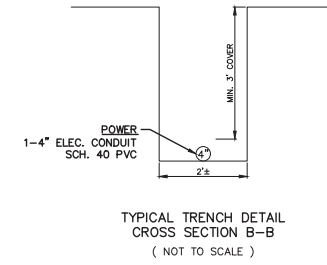
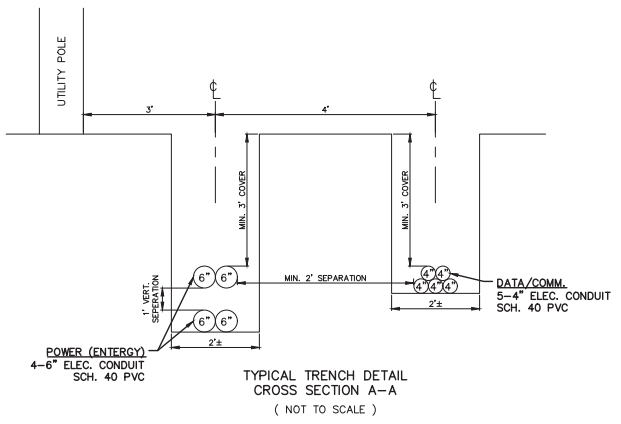


LEGEND

- UNDERGROUND ELECTRIC
- UNDERGROUND DATA/COMM.
- UNDERGROUND PHONE LINE
- OVERHEAD ELECTRIC
- FIBER OPTIC CABLE
- SANITARY SEWER
- WATER LINE
- STORM SEWER
- CHAINLINK SECURITY FENCE

O.P.R.J.C. = OFFICIAL RECORDS JEFFERSON COUNTY
D.R.J.C. = DEED RECORDS JEFFERSON COUNTY

○ = POWER POLE
⊙ = LIGHT POLE
♿ = HANDICAP PARKING



FOR PERMITTING & CONSTRUCTION

STATE OF TEXAS
JEREMY J. MITCHELL
116941
LICENSED PROFESSIONAL ENGINEER
10/17/2022

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941
FIRM # 5755



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Fax 409.983.2005
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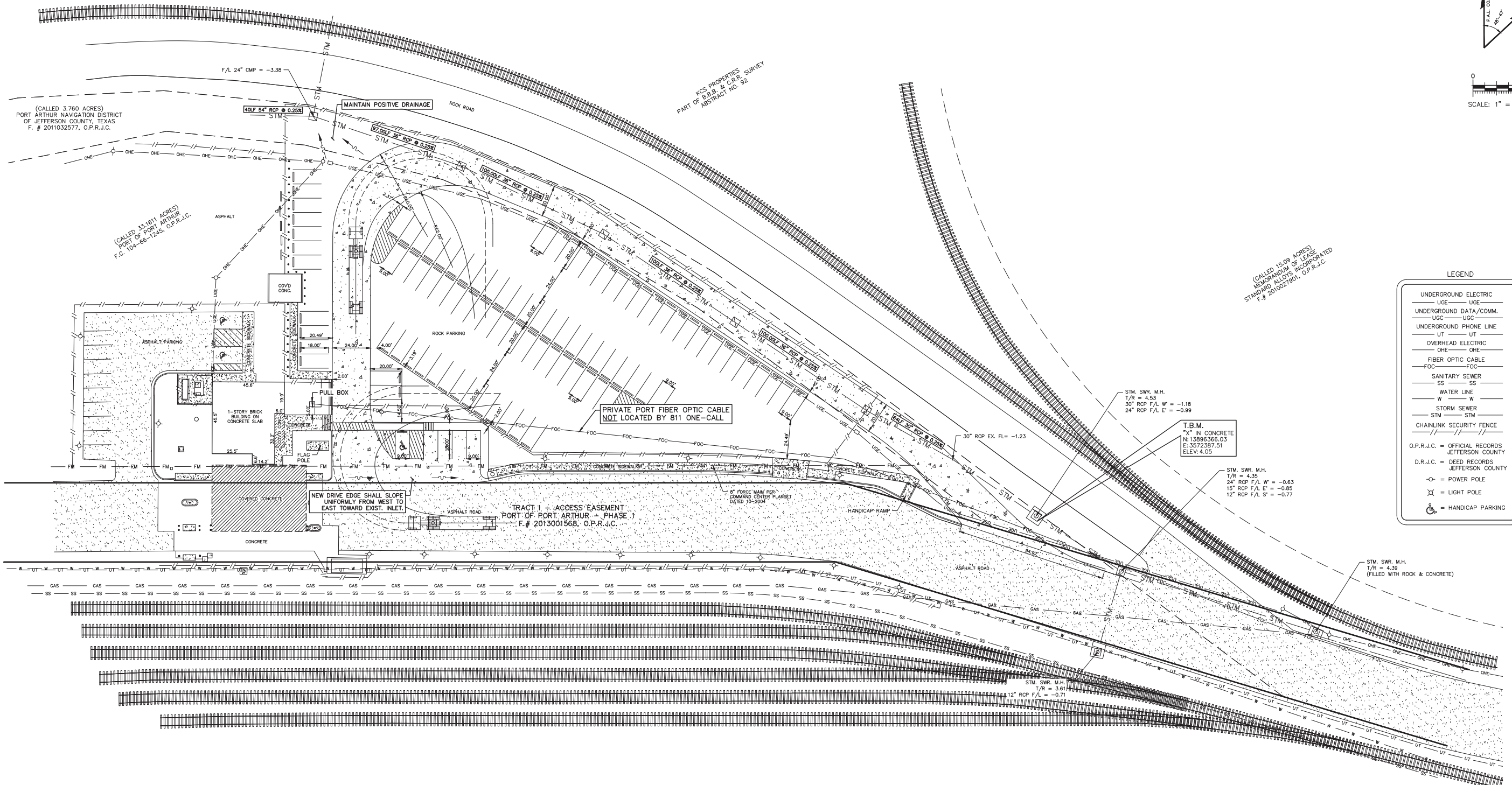
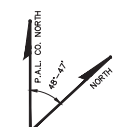
SHEET TITLE
OVERHEAD UTILITIES
RELOCATION EXHIBIT

PROJECT
RIDER 45 - LAKESHORE DRIVE TURNAROUND
PORT OF PORT ARTHUR
221 HOUSTON AVENUE
PORT ARTHUR, TEXAS 77641

PROJ. NO: 21-0586
SCALE: 1" = 40'
PRINT DATE: 10/17/2022
DRAWN BY: NJ
CHECKED BY: JM
APPROVED BY: JM

SHEET **C4**

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LEGEND

UNDERGROUND ELECTRIC	UGE
UNDERGROUND DATA/COMM.	UGC
UNDERGROUND PHONE LINE	UT
OVERHEAD ELECTRIC	OHE
FIBER OPTIC CABLE	FOC
SANITARY SEWER	SS
WATER LINE	W
STORM SEWER	STM
CHAINLINK SECURITY FENCE	
O.P.R.J.C. = OFFICIAL RECORDS	JEFFERSON COUNTY
D.R.J.C. = DEED RECORDS	JEFFERSON COUNTY
⊙	= POWER POLE
⊙	= LIGHT POLE
♿	= HANDICAP PARKING

(CALLED 3,760 ACRES)
PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS
F. # 2011032577, O.P.R.J.C.

(CALLED 33,161 ACRES)
PORT OF PORT ARTHUR
F.C. 104-66-1245, O.P.R.J.C.

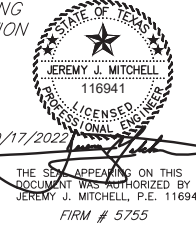
KCS PROPERTIES
B.B. & C.R.S. SURVEY
ABSTRACT NO. 92

(CALLED 15.09 ACRES)
MEMORANDUM OF LEASE
STANDARD ALLOTS INCORPORATED
F. # 201002901, O.P.R.J.C.

TRACT 1 - ACCESS EASEMENT
PORT OF PORT ARTHUR - PHASE 1
F. # 2013001568, O.P.R.J.C.

(CALLED 7,852 ACRES)
PORT OF PORT ARTHUR
NAVIGATION DISTRICT OF
JEFFERSON COUNTY, TEXAS
VOL. 1443, PG. 23, O.P.R.J.C.

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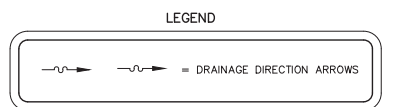
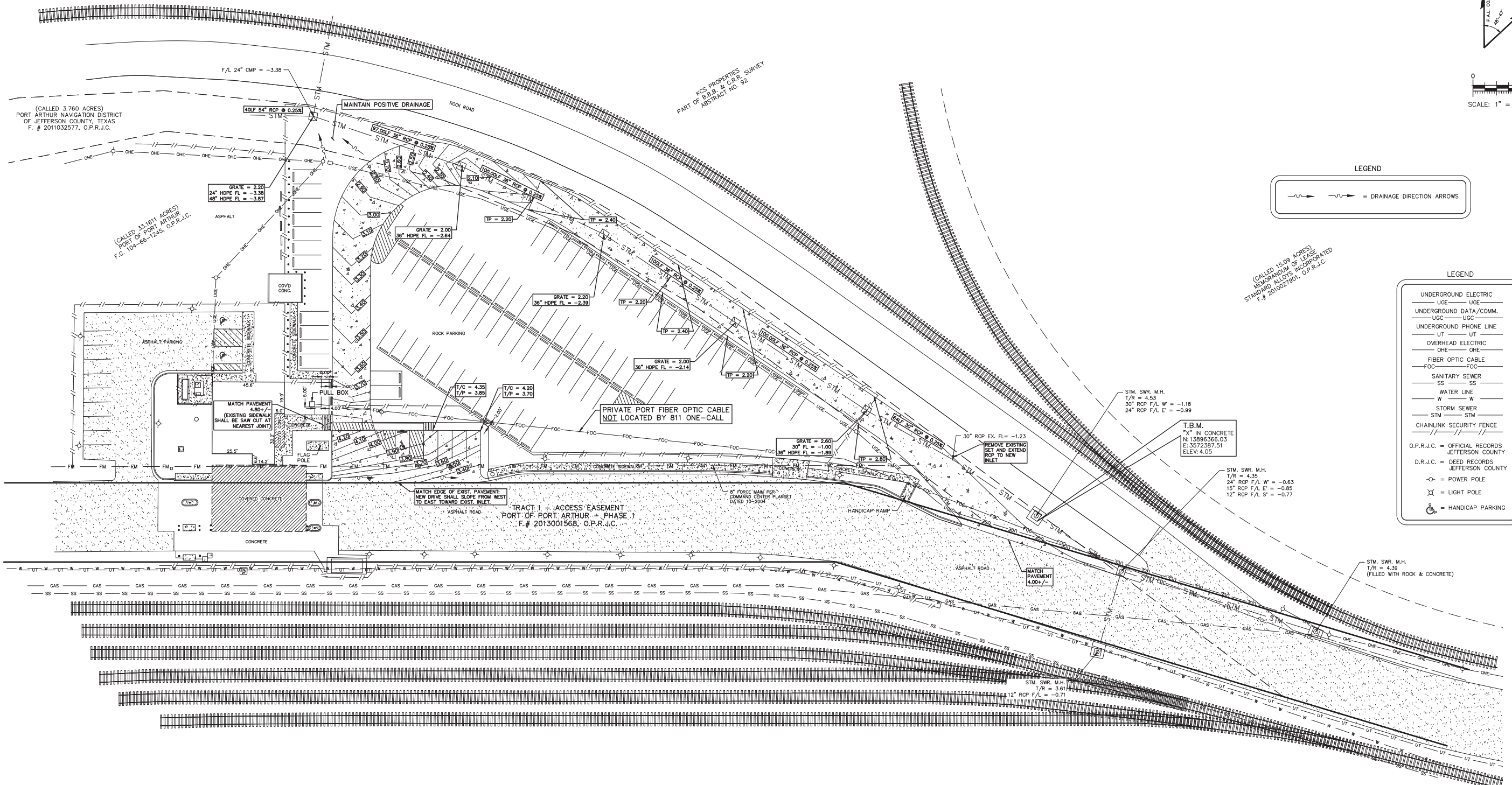
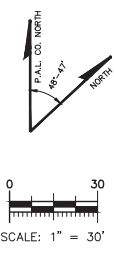


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SHEET TITLE	PROJECT
SITE PLAN	RIDER 45 - LAKESHORE DRIVE TURNAROUND PORT OF PORT ARTHUR 221 HOUSTON AVENUE PORT ARTHUR, TEXAS 77641

PROJ. NO: 21-0586
SCALE: 1" = 30'
PRINT DATE: 10/17/2022
DRAWN BY: TC
CHECKED BY: JM
APPROVED BY: JM
SHEET C5

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LEGEND

UNDERGROUND ELECTRIC	— UGE
UNDERGROUND DATA/COMM.	— UGC
UNDERGROUND PHONE LINE	— UT
OVERHEAD ELECTRIC	— OHE
FIBER OPTIC CABLE	— FOC
SANITARY SEWER	— SS
WATER LINE	— W
STORM SEWER	— STM
CHAINLINK SECURITY FENCE	—

O.P.R.J.C. = OFFICIAL RECORDS JEFFERSON COUNTY
D.R.J.C. = DEED RECORDS JEFFERSON COUNTY

⊙ = POWER POLE
⊙ = LIGHT POLE
♿ = HANDICAP PARKING

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PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS
F.# 2011032577, O.P.R.J.C.

(CALLED 31,611 ACRES)
PORT OF PORT ARTHUR
F.C. 104-66-1245, O.P.R.J.C.

(CALLED 15.09 ACRES)
MEMORANDUM OF LEASE
STANDARD ALLOTS INCORPORATED
F.# 2010021901, O.P.R.J.C.

(CALLED 7,853 ACRES)
PORT OF PORT ARTHUR
NAVIGATION DISTRICT OF
JEFFERSON COUNTY, TEXAS
VOL. 1443, PG. 23, O.P.R.J.C.

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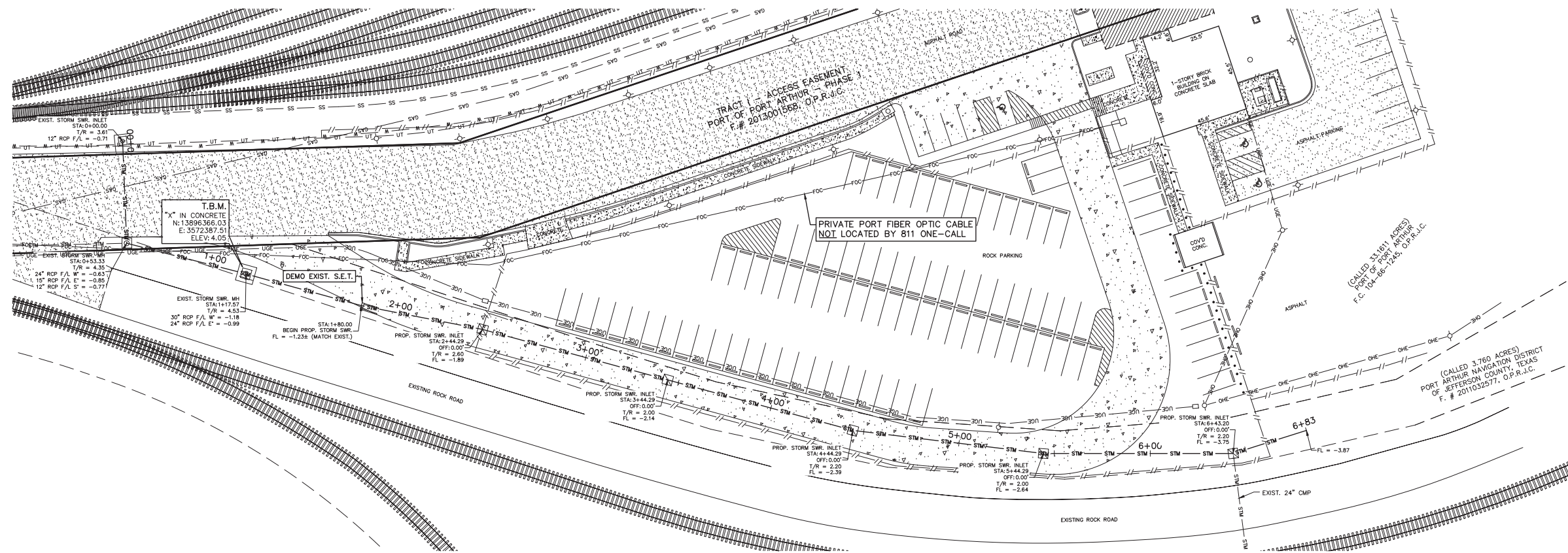
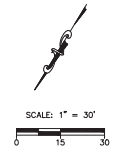
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Port Arthur, Texas 77642
Tel. 409.983.2004
Fax 409.983.2005
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SHEET TITLE	
GRADING PLAN	
PROJECT	
RIDER 45 - LAKESHORE DRIVE TURNAROUND PORT OF PORT ARTHUR 221 HOUSTON AVENUE PORT ARTHUR, TEXAS 77641	

PROJ. NO: 21-0586
SCALE: 1" = 30'
PRINT DATE: 10/17/2022
DRAWN BY: TC
CHECKED BY: JM
APPROVED BY: JM
SHEET

C6

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LEGEND

UNDERGROUND ELECTRIC	UGE
UNDERGROUND DATA/COMM.	UGC
UNDERGROUND PHONE LINE	UT
OVERHEAD ELECTRIC	OHE
FIBER OPTIC CABLE	FOC
SANITARY SEWER	SS
WATER LINE	W
STORM SEWER	STM
CHAINLINK SECURITY FENCE	CL

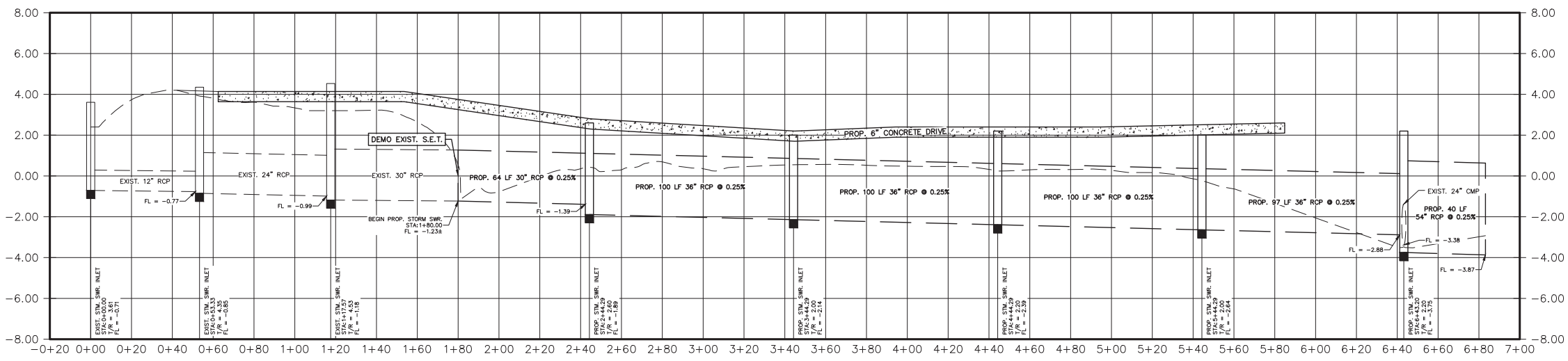
O.P.R.I.C. = OFFICIAL RECORDS
JEFFERSON COUNTY

D.R.I.C. = DEED RECORDS
JEFFERSON COUNTY

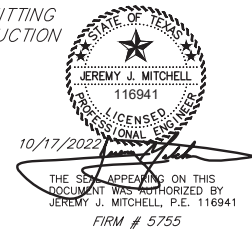
⊙ = POWER POLE

⊙ = LIGHT POLE

♿ = HANDICAP PARKING



FOR PERMITTING
& CONSTRUCTION

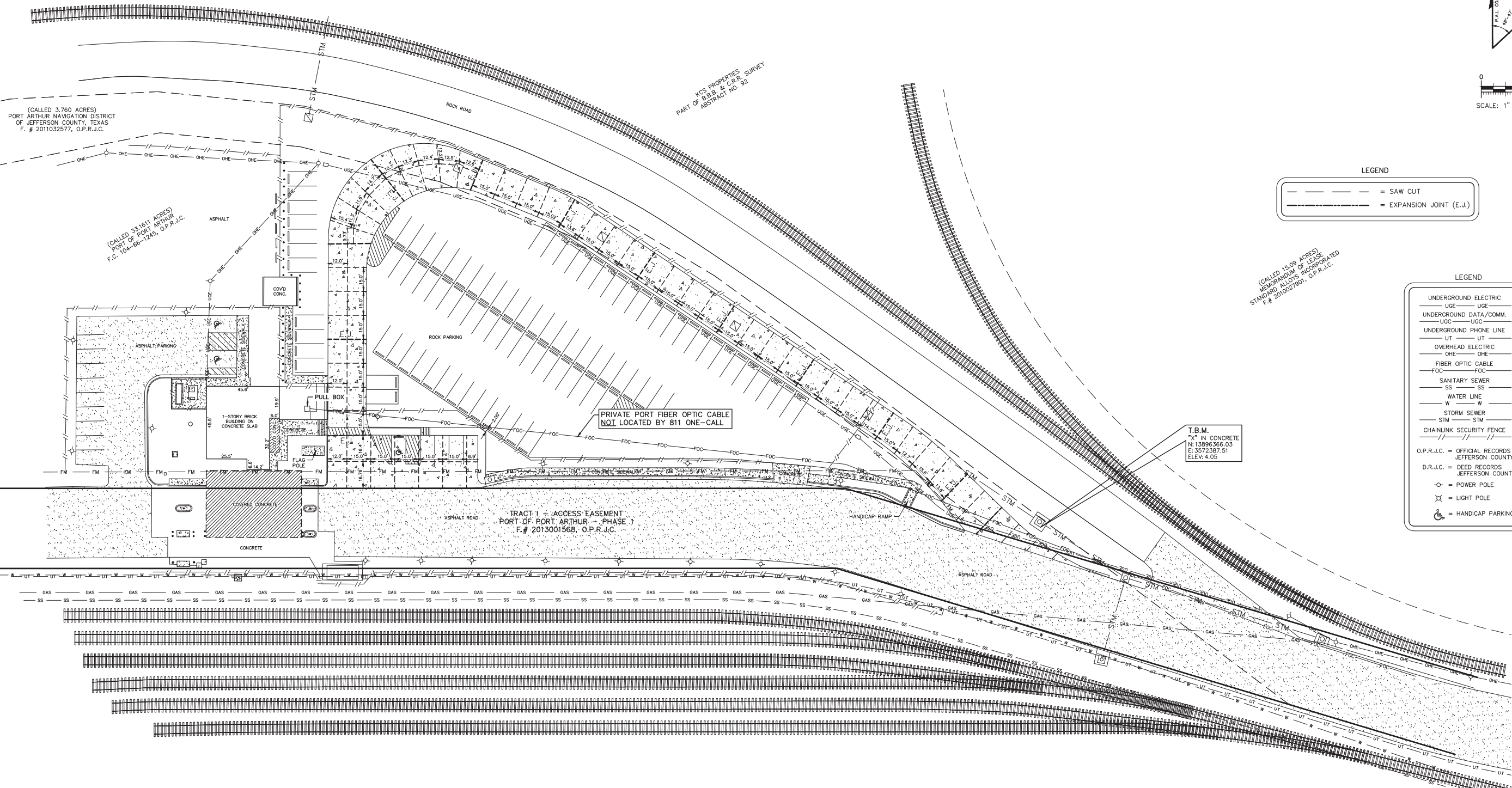
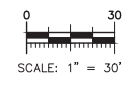
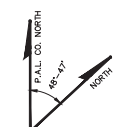


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SHEET TITLE	
STORM SEWER PLAN & PROFILE	
PROJECT	
RIDER 45 - LAKESHORE DRIVE TURNAROUND PORT OF PORT ARTHUR 221 HOUSTON AVENUE PORT ARTHUR, TEXAS 77641	

PROJ. NO: 21-0586
SCALE: 1" = 30'
PRINT DATE: 10/17/2022
DRAWN BY: TC
CHECKED BY: JM
APPROVED BY: JM
SHEET C7

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(CALLED 3,760 ACRES)
PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS
F. # 2011032577, O.P.R.J.C.

(CALLED 33,161 ACRES)
PORT OF PORT ARTHUR
F.C. 104-66-1245, O.P.R.J.C.

KCS PROPERTIES
B.B.B. & C.R.P. SURVEY
ABSTRACT NO. 92

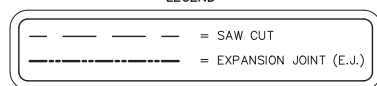
(CALLED 15.09 ACRES)
MEMORANDUM OF LEASE
STANDARD ALLOTS INCORPORATED
F. # 201002901, O.P.R.J.C.

TRACT 1 - ACCESS EASEMENT
PORT OF PORT ARTHUR - PHASE 1
F. # 2013001568, O.P.R.J.C.

PRIVATE PORT FIBER OPTIC CABLE
NOT LOCATED BY 811 ONE-CALL

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ELEV: 4.05

LEGEND

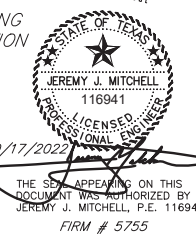


LEGEND

- UNDERGROUND ELECTRIC — UGE
 - UNDERGROUND DATA/COMM. — UGC
 - UNDERGROUND PHONE LINE — UT
 - OVERHEAD ELECTRIC — OHE
 - FIBER OPTIC CABLE — FOC
 - SANITARY SEWER — SS
 - WATER LINE — W
 - STORM SEWER — STM
 - CHAINLINK SECURITY FENCE
- O.P.R.J.C. = OFFICIAL RECORDS
JEFFERSON COUNTY
D.R.J.C. = DEED RECORDS
JEFFERSON COUNTY
- = POWER POLE
 - ⊙ = LIGHT POLE
 - ♿ = HANDICAP PARKING

(CALLED 7,859 ACRES)
PORT OF PORT ARTHUR
NAVIGATION DISTRICT OF
JEFFERSON COUNTY, TEXAS
VOL. 1443, PG. 23, O.P.R.J.C.

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& CONSTRUCTION



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FIRM # 5755

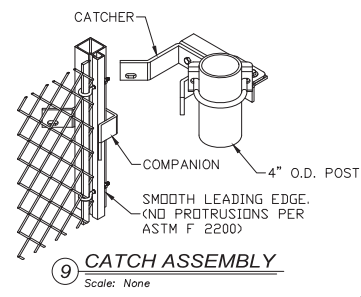
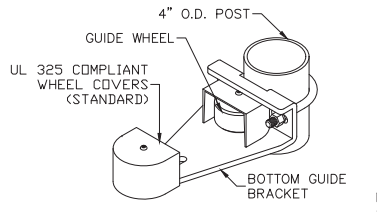
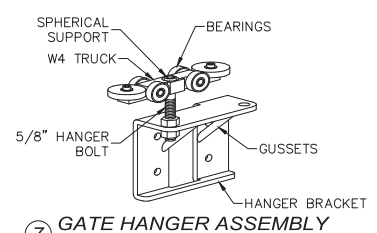
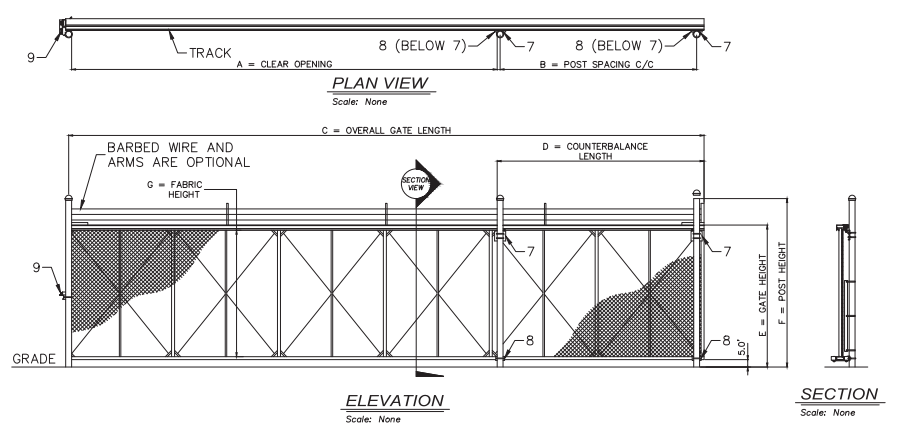


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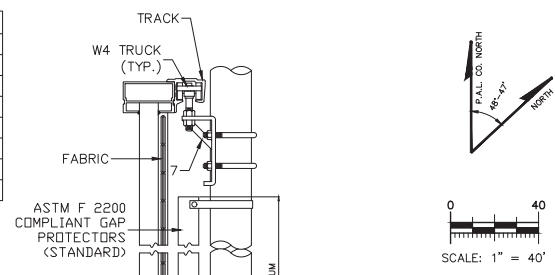
SHEET TITLE	
JOINT PLAN	
PROJECT	
RIDER 45 - LAKESHORE DRIVE TURNAROUND PORT OF PORT ARTHUR 221 HOUSTON AVENUE PORT ARTHUR, TEXAS 77641	

PROJ. NO: 21-0586
SCALE: 1" = 30'
PRINT DATE: 10/17/2022
DRAWN BY: TC
CHECKED BY: JM
APPROVED BY: JM
SHEET

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CRITICAL DIMENSION CHART			
MARK	DESCRIPTION	FORMULA	DIM.
A	CLEAR OPENING	A	-
B	COUNTERBALANCE POST SPACING C/C	(A/2)-11"	-
C	OVERALL GATE LENGTH	A x 1.5	-
D	COUNTERBALANCE LENGTH	A x 0.5	-
E	NOMINAL GATE HEIGHT	E	-
F	POST HEIGHT (W BARB ARMS)	E + 1'-6"	-
G	FABRIC HEIGHT	E - 1'-0"	-



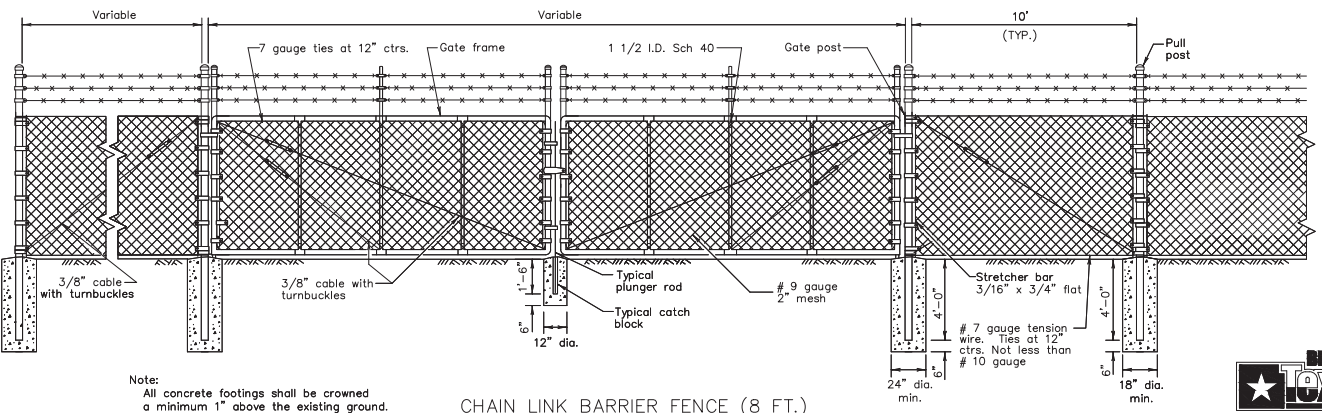
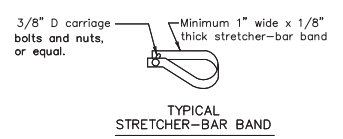
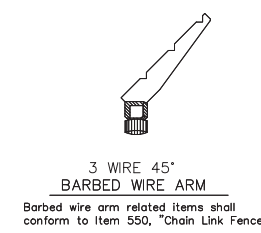
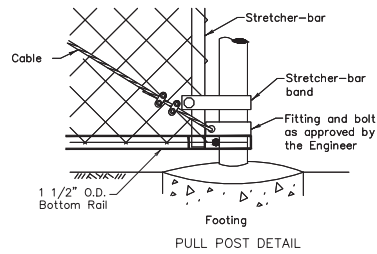
HEAVY DUTY CANTILEVER SLIDE GATE

NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
2. BARB ARMS (FOR BARBED WIRE) OPTIONAL.

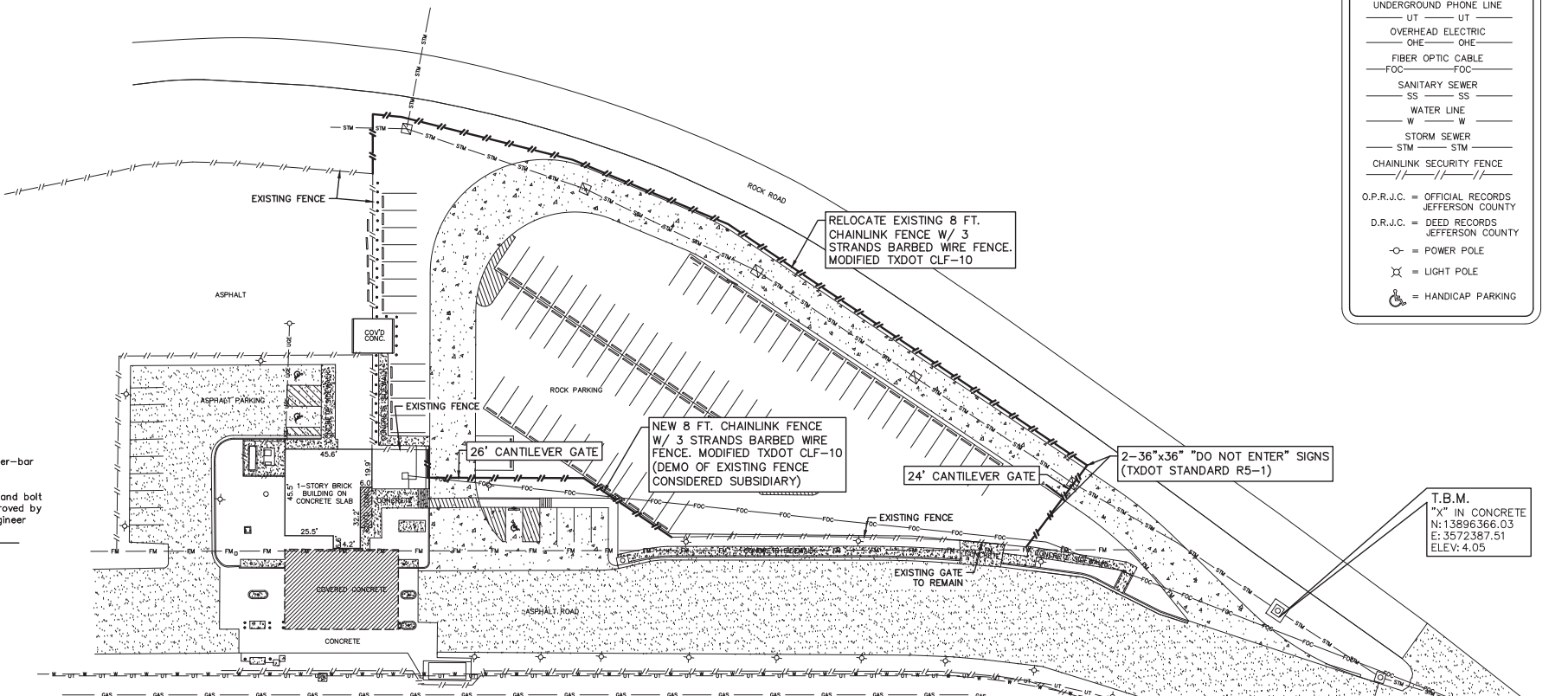
GENERAL NOTES

- Items hereon shall conform to Item 550, "Chain Link Fence."
- Typical installation plan may vary as shown elsewhere on the plans or as directed by the Engineer. Location of gates shown elsewhere on plans.
- Gate-frame members shall be welded at frame corners.
- All cable connections are to be made with two 3/8" cable clamps.
- One end of each turnbuckle may be attached directly to fittings with a clevis.
- Concrete footings are to be crowned at the top to shed water.
- Steel chain link fabric: 1 in. mesh, 9 gauge, top selvage twist, bottom selvage knuckle, class 1 zinc coating (1.2 oz/sf) per ASTM A392.
- Round steel pipe and rail-hot dipped galvanized per ASTM F1083
A. End, Corner, Pull Post: 2.875" min. O.D., Sch 40
B. Line Post: 2.375" min. O.D., Sch 40
C. Gate Post: 8" Sch 40
D. Top, Brace, Bottom, and Intermediate Rail: 1.660" min. O.D., Sch 40
- Metallic Coated Steel Tension Wire: 7 gauge, type II zinc-coated, class 4 - 1.2 oz/sf
- Metallic Coated Steel Barbed Wire: double 12.5 gauge twisted strand wire, 4 point 12.5 gauge round barbs spaced 5 inches on center, class III zinc coated (domestic)
- Tension and brace brands, terminal post caps, truss rods, tension bars, barbed wire arms, tie wire and hog rings shall have a minimum zinc coating of 1.2 oz/sf.
- Concrete for footing shall have a 28 day compressive strength of 3,000 PSI.
- For cantilever gates see Heavy Duty Cantilever Slide Gate detail.

**CHAIN LINK FENCE DETAILS
TXDOT CLF-10
(MODIFIED)**



Note: All concrete footings shall be crowned a minimum 1" above the existing ground.



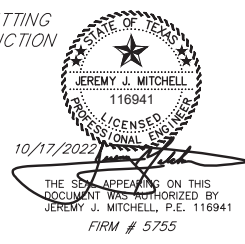
LEGEND

UNDERGROUND ELECTRIC	— UGE —
UNDERGROUND DATA/COMM.	— UGC —
UNDERGROUND PHONE LINE	— UT —
OVERHEAD ELECTRIC	— OHE —
FIBER OPTIC CABLE	— FOC —
SANITARY SEWER	— SS —
WATER LINE	— W —
STORM SEWER	— STM —
CHAINLINK SECURITY FENCE	— / / / /

O.P.R.J.C. = OFFICIAL RECORDS JEFFERSON COUNTY
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FIRM # 5755



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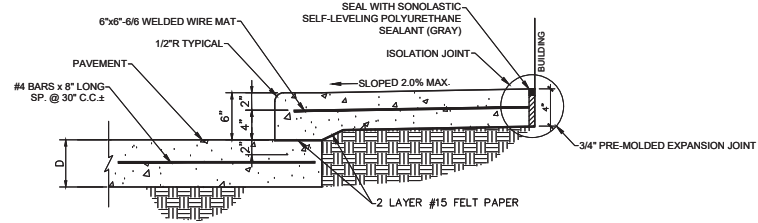
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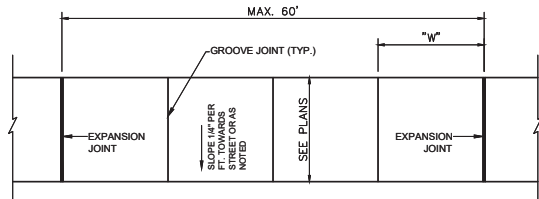
SHEET TITLE	
CHAIN LINK FENCE EXHIBIT	
PROJECT	
RIDER 45 - LAKESHORE DRIVE TURNAROUND PORT OF PORT ARTHUR 221 HOUSTON AVENUE PORT ARTHUR, TEXAS 77641	

PROJ. NO: 21-0586
SCALE: 1" = 40'
PRINT DATE: 10/17/2022
DRAWN BY: NJ
CHECKED BY: JM
APPROVED BY: JM
SHEET C9

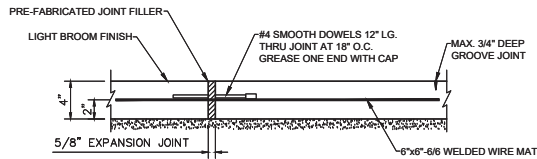
SOUTEX Surveyors & Engineers 2022/10/17 12:53pm Nathan.Jordan



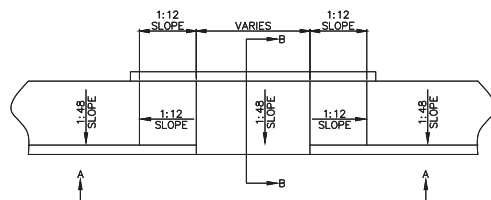
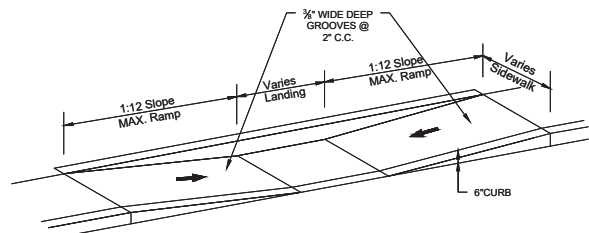
CURB TO SIDEWALK DETAIL



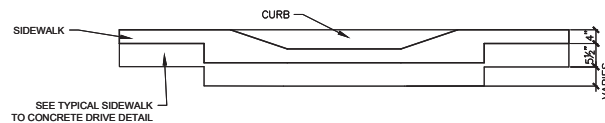
- NOTE:
1. EXPANSION JOINT IF ADJACENT TO CURB
 2. "W" = MINIMUM OF 5' IF WITHIN 1'-0" OF CURB
 3. MINIMUM "W" = 4'-0"
 4. MAX. LONGITUDINAL SLOPE = <math>< 5\%</math>



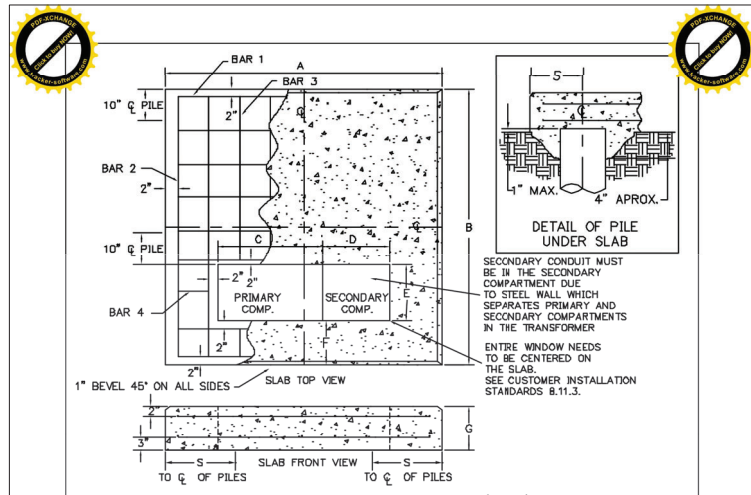
SIDEWALK DETAIL



PARALLEL CURB RAMP



AA. PARALLEL CURB RAMP DETAIL



SLAB STRUCTURE WITH SUPPORT (PILES)

150-500 KVA (TYPE "D")														
VOLTAGE	A	B	C	D	E	F	G	S	BAR 1	BAR 2	BAR 3	BAR 4		
	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE
13.2-23.9kV	84"	80"	34"	26"	18"	8"	12"	17"	1	2	3	4	2	2
34.5kV	100"	88"	50"	27"	24"	8"	12"	20"	1	2	3	4	2	2

750-2500 KVA (TYPE "A")														
VOLTAGE	A	B	C	D	E	F	G	S	BAR 1	BAR 2	BAR 3	BAR 4		
	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE	QTY.	LONG. SIZE
13.2-23.9kV	104"	110"	37"	27"	18"	8"	12"	21"	1	2	3	4	2	2
34.5kV	104"	112"	50"	29"	24"	8"	12"	20"	1	2	3	4	2	2

1. - CONCRETE SHALL HAVE 3500 PSI MINIMUM 28 DAY COMPRESSIVE BREAKING STRENGTH.
2. - REINFORCEMENT SHALL BE DEFORMED BARS MEETING ASTM A615, GRADE 60 REQUIREMENTS.
3. - FOR BAR 1 PLACE ONE BAR ON NARROW SIDE OF OPENING, EVENLY SPACING REMAINING BARS ON WIDE SIDE OF OPENING.
4. - FOR BAR 2, BAR 3, AND BAR 4, EVENLY SPACE HALF OF THE BARS ON EACH SIDE OF THE OPENING.
5. - ACCEPTABLE PILES MAY CONSIST OF BAR REINFORCED CONCRETE, REINFORCED CONCRETE FILLED GALVANIZED PIPE OR FOR TYPE A, CLASS B, TREATED TIMBER PILES, FOR TYPE B, 6" DIAMETER TREATED WOOD PILES.
6. - REQUIRED PILE LENGTH WILL DEPEND ON LOCAL SOIL CONDITIONS AND BUILDING PRACTICES, BUT SHALL NOT BE LESS THAN 36" LONG. A SOIL ANALYSIS MAY BE REQUIRED IF SPECIFIED BY ENTERGY'S REPRESENTATIVE. PILE LENGTHS NEED ENTERGY'S REPRESENTATIVE APPROVAL BEFORE INSTALLATION.
7. - SLAB USED FOR BOTH RADIAL AND LOOP FEED TRANSFORMERS.

ENTERGY SERVICES INC.

3-PHASE TRANSFORMER SLAB STRUCTURE (WITH PILING)

APPROVED BY: JRH DATE: 9/2/99

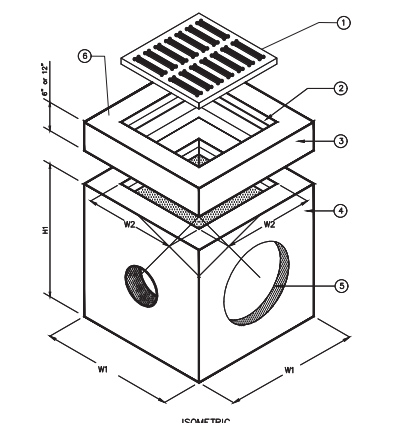
CHECKED BY: WGS SCALE: N.T.S.

DRAWN BY: DAT

No. UG1006012

PLDT 1=2 Sh. 2 of 5

NO.	DATE	REVISION	BY	APPR.

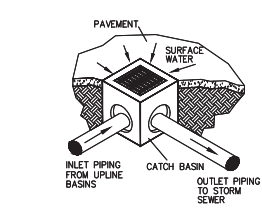


ISOMETRIC

NOTE: KNOCKOUTS-STD. PENETRATIONS-OPTIONAL

MODEL	W1	W2	H1	H2	T1	T2	KO	GRATE SIZE	OPEN AREA	WEIGHT LBS
CB-12	15"	10"	21"	18"	3"	2"	10"	12"x12"	90	180
CB-14	20"	12"	28"	24"	4"	4"	12"	14"x14"	120	600
CB-18	24"	16"	34"	30"	4"	4"	15"	18"x18"	168	2,000
CB-20	28"	18"	34"	30"	4"	4"	17"	20"x20"	170	1,335
CB-24	32"	22"	41"	36"	5"	5"	22"	24"x24"	208	2,245
CB-27	37"	25"	42"	36"	6"	6"	24"	27"x27"	300	2,875
CB-30	42"	30"	42"	36"	6"	6"	30"	32"x32"	490	3,875
CB-36	48"	36"	42"	36"	6"	6"	33"	36"x36"	693	4,585
CB-48	60"	48"	54"	48"	6"	6"	48"	36"x36"	683	7,250
CB-60	72"	60"	66"	60"	6"	6"	60"	36"x36"	683	10,500
CB-72	84"	72"	78"	72"	6"	6"	72"	36"x36"	683	16,300
CB-84	96"	84"	78"	72"	6"	6"	72"	36"x36"	683	19,500

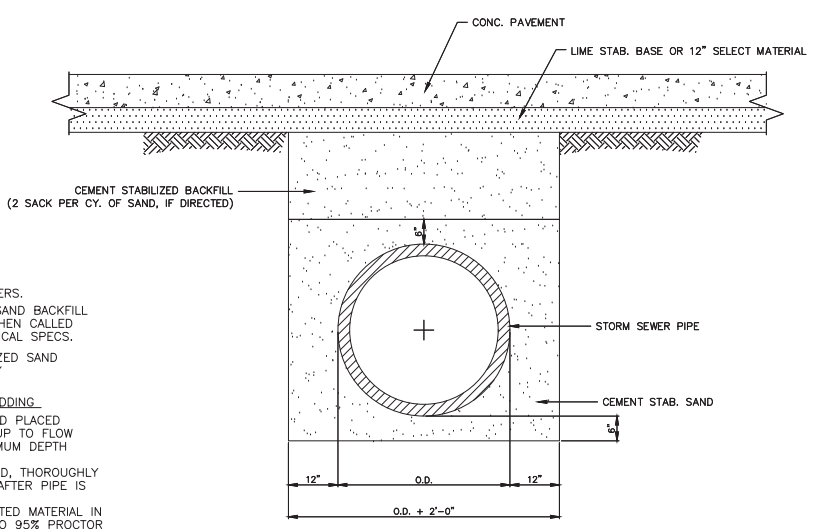
KNOCKOUTS NOT AVAILABLE



INLET PIPING FROM UPLINE BASINS

CATCH BASIN

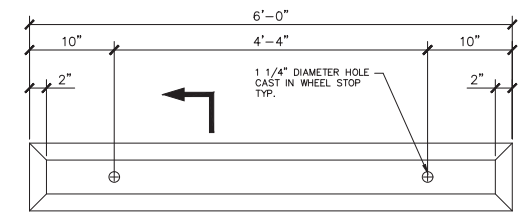
OUTLET PIPING TO STORM SEWER



TYPICAL STORM SEWER BACKFILL UNDER PAVEMENT

- NOTE
1. USE FOR ALL STORM SEWERS.
 2. USE CEMENT-STABILIZED SAND BACKFILL IN AREAS "C" AND "D" WHEN CALLED FOR IN PLANS OR TECHNICAL SPECS.
- COMPACT CEMENT-STABILIZED SAND TO 90% PROCTOR DENSITY
- NOTES FOR CLASS "A" BEDDING
- A - CEMENT-STABILIZED SAND PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE OR MINIMUM DEPTH OF 4"
 - B - CEMENT-STABILIZED SAND, THOROUGHLY COMPACTED IN PLACE AFTER PIPE IS LAID.
 - C - SELECT FILL OR EXCAVATED MATERIAL IN 8" LIFTS COMPACTED TO 95% PROCTOR PLACED NEXT DAY (OR LATER) AFTER PIPE IS LAID.

CLASS "A" BEDDING
(FOR USE WITH STORM SEWER PIPE)



- NOTE: WHEEL STOP TO BE CAST WITH 6 SACK 6000 PSI CONCRETE
- 2-#4 CONT. W/ #3 TIES @ 12" O.C. MAX.
 - 5/8" x 1'-6" LG. REBAR DRIVEN INTO 5/8" HOLE DRILLED IN CONCRETE PAVING

PRECAST CONCRETE WHEEL STOPS
NOT TO SCALE

FOR PERMITTING & CONSTRUCTION

STATE OF TEXAS
JEREMY MITCHELL
116941
LICENSED PROFESSIONAL ENGINEER

10/17/2022

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JEREMY J. MITCHELL, P.E. 116941
FIRM # 5755

T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #0123800

3737 Doctors Drive
Port Arthur, Texas 77642
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soutexsurveyors.com

PROJ. NO: 21-0586
SCALE:
PRINT DATE: 10/17/2022
DRAWN BY: TC
CHECKED BY: JM
APPROVED BY: JM

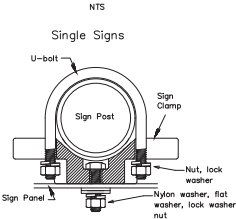
SHEET TITLE
DETAILS

PROJECT
RIDER 45 - LAKESHORE DRIVE TURNAROUND
PORT OF PORT ARTHUR
221 HOUSTON AVENUE
PORT ARTHUR, TEXAS 77641

SHEET **C11**

\\SOUTEX\SoutexServer\Drawn\T\SoutexProjects\2021\21-0586_PortPA_Rider_P1_Turnaround\DWG\21-0586_C11.dwg Oct 17, 2022 - 12:54pm Nathan Jordan

TYPICAL SIGN ATTACHMENT DETAIL
N.T.S.



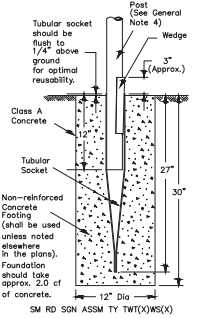
Boles used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

Sign clamps may be either the specific size clamp or the universal clamp.

Post Diameter	Approximate Bolt Length	
Specific Clamp	Universal Clamp	
2" nominal	3" or 3 1/2"	
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

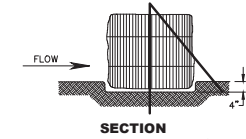
Wedge Anchor Steel System



- ANCHOR SYSTEM**
- The Wedge Anchor System and the Universal Anchor System with thin wall tubing post may be used to support up to 10 square feet of sign area.
 - The tubular socket, wedge and prefabricated T-bracket shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to the approval of TxDOT Traffic Standards Engineer.
 - Except for posts (13 BWG Tubing), clamps nuts and bolts, all components shall be prequalified.
 - Material used as post with this system shall conform to the following specifications:
 - 13" BWG Tubing (2.375" outside diameter) (TWT), 0.095" nominal wall thickness.
 - Seamless or electric-resistance welded steel tubing. Steel shall be HSLA Gr 55 per ASTM A1011 or ASTM A1008. Other steels may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 70,000 PSI minimum yield strength
 - 18% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of .083" to .099". Outside diameter (uncoated) shall be within the range of 2.365" to 2.381"
 - Galvanization per ASTM 123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recast tube outside diameter weld seam by retinning with zinc wire per ASTM B833.
 - Sign blanks shall be the sizes and shapes shown on the plans.
 - Additional sign clamp required on the "T-bracket" post for 24" high signs. Place clamp at least 3" above bottom of sign when possible.
 - Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
 - See the Traffic Operations Division website for detailed drawings of sign clamps and Wedge Anchor System components.

- WEDGE ANCHOR SYSTEM INSTALLATION PROCEDURE**
- Dig foundation hole. Where solid rock is encountered at ground level, the foundation shall be a minimum depth of 18". When solid rock is encountered below ground level, the foundation shall extend in the solid rock a minimum depth of 18" or provide a minimum foundation depth of 30". If solid rock is encountered, the socket/sub may be reduced in length as required to a minimum length of 18". Any material removed from the socket/sub shall be from the bottom and the clearance Requirements given on SMD(GEN) must be followed. The inner surfaces of the socket/sub must remain free of concrete or other debris.
 - The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor driven concrete mixer. For small 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. placements less than Place concrete into hole until it is approximately flush with the ground. Concrete shall be Class A.
 - Insert tubular socket into concrete until top of socket is approximately 1/4" above the concrete footing.
 - Plumb the socket. Allow a minimum 4 days for concrete to set, unless otherwise directed by Engineer.
 - Attach the sign to the sign post.
 - Insert the sign post into socket and align sign face with roadway/parking space.
 - Drive the wedge into the socket to secure post. This will leave approximately 3 inches of the wedge exposed.

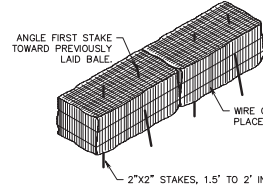
SIGN INSTALLATION DETAILS
NOT TO SCALE



ROCK BERM
N.T.S.

INSTALL AS NECESSARY TO PREVENT WASH OUT OF SILT FENCE.

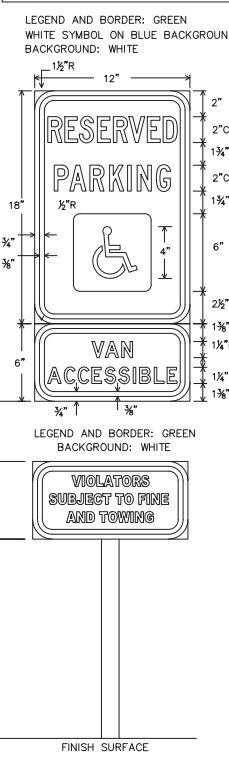
- NOTES:
- USE ONLY OPEN GRADED ROCK (4 to 8") DIAMETER FOR STREAM FLOW CONDITIONS. USE OPEN GRADED ROCK (3 to 5") DIAMETER FOR OTHER CONDITIONS.
 - THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM (1") OPENING AND MINIMUM WIRE DIAMETER OF (20 GAUGE). ROCK BERMS IN CHANNEL APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE.
 - A MINIMUM OF (6") WITH T-POSTS OR WITH (#5 OR #6) REBAR, WITH MAXIMUM SPACING APART OF (48") ON CENTER. THE ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
 - WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR (6"), WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTATION PROBLEM.
 - DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES (6").
 - WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.
- CONCRETE WASHOUT AREA
- MINIMUM AREA IS 10' x 10' WITH 2" DEPTH.
 - PIT TO BE LINED WITH 10 MIL PLASTIC SHEETING.
 - PROVIDE A SIGN NOTING THE CONCRETE WASHOUT AREA.
 - THE WASHOUT AREA TO BE CLEANED OUT WHEN 75% OF THE CAPACITY IS REACHED.
 - WHEN AREA IS NO LONGER NEEDED THE MATERIAL IS TO BE REMOVED AND HAULED TO A CONCRETE CRUSHING FACILITY OR PERMITTED LANDFILL.



TEMPORARY HAY BALE BARRIER

- NOTES:
- CONTRACTOR TO TAKE EXTRA CARE TO KEEP EAST LUCAS CLEAN AND FREE OF DEBRIS. ANY MUD, DEBRIS, ETC. ON THESE ROADS CAUSED BY THIS CONSTRUCTION IS TO BE CLEANED UP AT ONCE.
 - EROSION CONTROL MEASURES TO BE MAINTAINED UNTIL VEGETATION ESTABLISHED @ 75% COVERAGE.

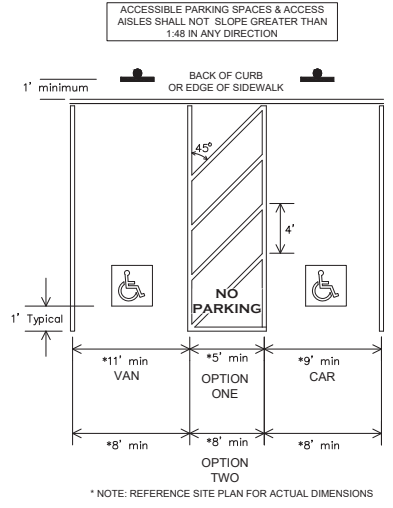
RESERVED PARKING, VAN ACCESSIBLE & VIOLATIONS SIGNS CAN ALL BE INCLUDED IN ONE SIGN OR BE INDIVIDUAL SIGNS.



ACCESSIBLE PARKING SIGNAGE
NOT TO SCALE

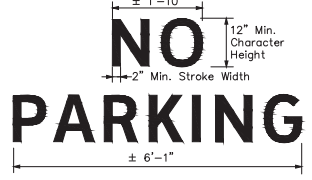
GENERAL SIGN NOTES:

- The Alphabets and lateral spacing between letters and numerals shall conform with the "Texas Manual and Uniform Traffic Control Devices for Streets and Highways", latest edition, and any approved changes thereto. Lateral spacing shall provide a balanced appearance.
 - Legend shall be applied by screening process of black and/or transparent colored ink, cut-out black vinyl non-reflective decal sheeting and/or reflective sheeting or combination thereof. Background shall be white reflective sheeting. Signs shall be 0.06" thick aluminum alloy.
- GENERAL PAVEMENT NOTES**
- All parking space limit lines shall be 4" solid white lines.
 - Allee markings shall be white.
 - Pavement marking symbols (with background):
 - are required
 - should be placed toward the par end of the parking spaces so as to be visible to motorist in the travel lane.
 - may be painted of prefabricated material, and
 - shall be 30" x 30" minimum.
 - With approval of the Engineer, prefabricated pavement marking symbols with background of other dimensions exceeding the 30" x 30" minimum may be used. Alternative designs shall conform to the illustrated colors for background, symbol and border.



ACCESSIBLE PARKING SPACE
NOT TO SCALE

TYPICAL ACCESSIBLE PARKING SPACE DIMENSIONS

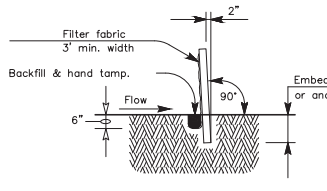


ACCESSIBLE PARKING NOTES
NOT TO SCALE

TEXAS ACCESSIBILITY STANDARDS - CHAPTER 68 ADMINISTRATIVE RULES

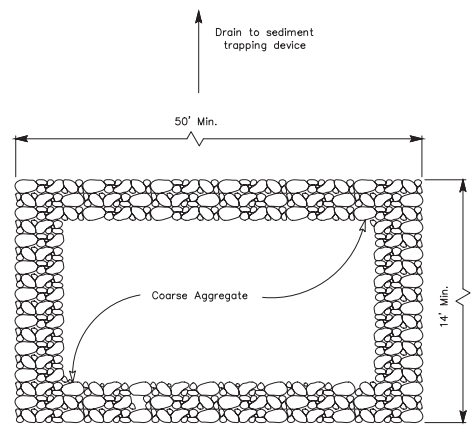
- 608.104 Accessible Parking Spaces
- A paved accessible parking space must include:
 - the International Symbol of Accessibility painted conspicuously on the surface in a color that contrast the pavement.
 - the words "NO PARKING" painted on any access side adjacent to the parking space. The words must be painted:
 - in all capital letters;
 - with a letter height of at least 12" and a stroke width of at least 2"; and
 - centered within each access aisle adjacent to the parking space; and
 - A sign identifying the consequences of parking illegally in a paved accessible parking space. The sign must:
 - at a minimum state "Violators Subject to Fine and Towing" in a letter height of at least 1";
 - be mounted on a pole, post, wall or freestanding board;
 - be no more than 8' below a sign required by Texas Accessibility Standards and
 - be installed so that the bottom edge of the sign is no lower than 48" and no higher than 80" above ground level.
 - A parking space identification sign that complies with Texas Accessibility Standards, 502.6, that includes the requirements in subsection (a)(3)(A) satisfies subsection (a)(3).
- TEXAS ACCESSIBILITY STANDARDS, CHAPTER 502 PARKING SPACES**
- 502.1 General. Car and van parking spaces shall comply with 502. Where parking spaces are marked with lines, width measurements of parking spaces and access aisles shall be made from the centerline of the markings.
- Exception: Where parking spaces or access aisles are not adjacent to another parking space or access aisle, measurements shall be permitted to include the full width of the line defining the parking space or access aisle.
- 502.2 Vehicle Spaces. Car parking spaces shall be 96" wide minimum and van parking spaces shall be 132" wide minimum. Two parking spaces shall be permitted to share a common access aisle complying with 502.3.
- Exception: Van parking spaces shall be permitted to be 96" wide minimum where the access aisle is 96" wide minimum.
- 502.3 Access Aisle. Access aisles serving parking spaces shall comply with 502.3. Access aisles shall adjoin an accessible route. Two parking spaces shall be permitted to share a common access aisle.
- Exception: Van parking spaces shall be permitted to be 96" wide minimum where the access aisle is 96" wide minimum.
- 502.3.1 Width. Access aisles serving car and van parking spaces shall be 60" wide.
- 502.3.2 Length. Access aisles shall extend the full length of the parking spaces they serve.
- 502.3.3 Marking. Access shall be marked so as to discourage parking in them.
- 502.3.4 Location. Access aisles shall not overlap the vehicular way. Access aisles shall be permitted to be placed on either side of the parking space except for angled van parking spaces which shall have access aisles located on the passenger side of the parking spaces.
- 502.4 Floor or Ground Surfaces. Parking spaces and access aisles serving them shall comply with 502. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted.
- Exception: Slopes not steeper than 1:48 shall be permitted.
- 502.5 Vertical Clearance. Parking spaces for vans and access aisles and vehicular routes serving them shall provide a vertical clearance of 98" minimum.
- 502.6 Identification. Parking space identification signs shall include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain the designation "van accessible". Signs shall be 60" minimum above the finish floor or ground surface measured to the bottom of the sign.
- 502.7 Relationship to Accessible Routes. Parking spaces and access aisles shall be designed so that cars and vans, when parked, cannot obstruct the required clear width of adjacent accessible routes.

TEMPORARY SEDIMENT CONTROL FENCE
N.T.S.

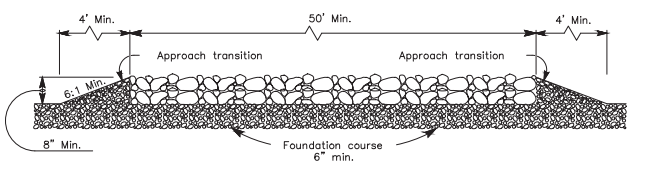


SECTION A-A
N.T.S.

- NOTES:
- CONTRACTOR TO TAKE EXTRA CARE TO KEEP EAST LUCAS CLEAN AND FREE OF DEBRIS. ANY MUD, DEBRIS, ETC. ON THESE ROADS CAUSED BY THIS CONSTRUCTION IS TO BE CLEANED UP AT ONCE.
 - EROSION CONTROL MEASURES TO BE MAINTAINED UNTIL VEGETATION ESTABLISHED @ 75% COVERAGE.



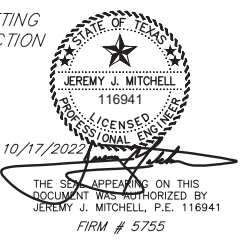
PLAN
N.T.S.



PROFILE

CONSTRUCTION EXIT (TYPE 1)
N.T.S.

FOR PERMITTING & CONSTRUCTION



SOUTEX
SURVEYORS & ENGINEERS

T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #0123800

3737 Doctors Drive
Port Arthur, Texas 77642
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soutexsurveyors.com

SHEET TITLE
DETAILS

PROJECT
RIDER 45 - LAKESHORE DRIVE TURNAROUND
PORT OF PORT ARTHUR
221 HOUSTON AVENUE
PORT ARTHUR, TEXAS 77641

PROJ. NO: 21-0586
SCALE:
PRINT DATE: 10/17/2022
DRAWN BY: TC
CHECKED BY: JM
APPROVED BY: JM

SHEET **C12**

EPIC: Environmental Permits Issues and Commitments

Executive Order 13112 for Invasive Species:

- The project will conform with Executive Order 13112 on Invasive Species. Seed with TxDOT approved seeding specifications that, to the extent practicable, is in compliance with EO 13112 and would be done where possible. Abutting grasses within the right-of-way are expected to re-establish throughout the project length. Soil disturbance would be minimized to ensure that invasive species would not establish within the right-of-way.

Executive Order 13186 for Protection of Migratory Birds:

- The project will conform with Executive Order 13186 for Protection of Migratory Birds. The intent of EO 13186 is to support the conservation of habitats, restore and enhance habitats, prevent /abate the pollution or detrimental alteration of migratory bird habitats as practical, and other associated items as published in associated Memorandums of Understanding (by applicable federal agencies).

Executive Memorandum on Beneficial Landscaping:

- The project will conform to the Executive Memorandum on Beneficial Landscaping. Seeding and re-vegetation of disturbed areas will be accomplished according to TxDOT Standards and Specifications. Regionally native, habitat appropriate species should be utilized and water efficient practices such as mulching and erosion control should be implemented.

Bald and Golden Eagle Protection Act

- Bald eagles are known to occur in Jefferson County. If eagle nests are observed near the project area, contact the Project inspector immediately.
- The bald eagle (*Haliaeetus leucocephalus*) is protected by the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). The MBTA and the Eagle Act protect bald eagles from a variety of harmful actions and impacts. The U.S. Fish and Wildlife Service (Service) developed the National Bald Eagle Management Guidelines to advise landowners, land managers, and others who share public and private lands with bald eagles when and under what circumstances the protective provision of the Eagle Act may apply to their activities. A variety of human activities can potentially interfere with bald eagles, affecting their ability to forage, nest, roost, breed, or raise young. The Guidelines are intended to help people minimize such impacts to bald eagles, particularly where they may constitute "disturbance," which is prohibited by the Eagle Act.
- The National Bald Eagle Management Guidelines can be found in their entirety at <http://www.fws.gov/midwest/eagle/pdf/NationalBaldEagleManagementGuidelines.pdf>

The following Best Management Practice (BMPs) must be implemented:

Water Quality BMPs

- Once construction is complete in an area, the disturbed areas shall immediately be permanently seeded. Once disturbed areas have been revegetated, remove silt fence and accumulated sediment to reduce wildlife barriers and hazards.

- Rubbish found near waterways and ponds should be removed and disposed of properly to minimize the risk of pollution. Rubbish does not include brush piles or snags.

Bird BMPs

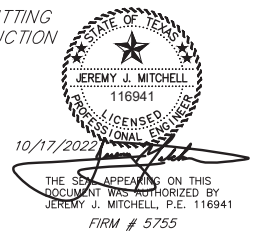
- Not disturbing, destroying, or removing active nests, including ground nesting birds, during the nesting season;
- Avoiding the removal of unoccupied, inactive nests, as practicable;
- Preventing the establishment of active nests during the nesting season of Port facilities and structures proposed for replacement or repair;
- Not collecting, capturing, relocating, or transporting birds, eggs, young, or active nests without a permit.

Species of Concern:

- Bald Eagle
- Golden Eagle
- West Indian Manatee
- Eastern Black Rail
- Piping Plover
- Red Know
- Whooping Crane
- Green Sea Turtle
- Hawksbill Sea Turtle
- Kemp's Ridley Sea Turtle
- Leatherback Sea Turtle
- Loggerhead Sea Turtle
- Monarch Butterfly

If any listed species of concern are observed, work will cease in the area, no species or habitat will be disturbed, and the Project Engineer/Inspector will be notified immediately.

FOR PERMITTING
& CONSTRUCTION



3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.985.2004
Fax 409.985.2005
soutexsurveyors.com

SHEET TITLE	PROJ. NO: 21-0586
EPIC NOTES	SCALE:
PROJECT	PRINT DATE: 10/17/2022
RIDER 45 - LAKESHORE DRIVE TURNAROUND	DRAWN BY: TC CHECKED
PORT OF PORT ARTHUR	BY: JM
221 HOUSTON AVENUE	APPROVED BY: JM
PORT ARTHUR, TEXAS 77641	SHEET

C13

\\SOUTEX\SoutexServer\Drawn\T\SoutexProjects\2021\21-0586\PortA_Rider_P1- Turnaround\DWG\21-0586_Civil.dwg Oct 17, 2022 - 12:54pm Nathan Jordan

Attachment E—Forms for Affirmation of Compliance

The following forms are included in this Attachment:

- Certifications Required by Texas Law (Misc.)
- Certification Required by Texas Government Code §2271.002 (Israel)
- Certification Required by Texas Government Code §2274.002 (Firearms)
- Certification Required by Texas Government Code §2276.002 (Energy Companies)
- Certification Required by Texas Family Code §231.006 (Child Support)
- Conflict of Interest Questionnaire (Form CIQ)
- Certification – Diversity in Contracting
- Certification – TxDOT's Small Business Enterprise (SBE) Policy in State Funded Projects

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CERTIFICATION REQUIRED BY TEXAS FAMILY CODE §231.006

Pursuant to Texas Family Code §231.006 (relating to delinquent child support), Contractor hereby certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate. Under Tex. Fam. Code § 231.006(c), responses must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response or entering into the contract. If any person meets the 25% ownership criteria, failure to provide the required information will result in disqualification of the solicitation. Vendors and contractors meeting the criteria must complete the following.

Name	Social Security Number

Printed Contractor Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE §2276.002

State law requires certification from a Company for contracts involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

The following definitions apply to this state statute:

1. “Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - (B) does business with a company described by Paragraph (A).
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

1. By signing below, Company hereby certifies the following:

- (A) does not boycott energy companies; and
- (B) will not boycott energy companies during the term of the contract.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

OR

2. Alternatively, by signing below, Company hereby certifies that Section 2276.002 does not apply to this contract due to the following (check all that apply):

- Company has fewer than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE §2274.002

State law requires certification from a Company for contracts involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

The following definitions apply to this state statute:

1. “Discriminate against a firearm entity or firearm trade association”:
 - (A) means, with respect to the entity or association, to:
 - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - (B) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.
2. “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.

1. By signing below, Company hereby certifies the following:

- (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

OR

2. Alternatively, by signing below, Company hereby certifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- Company is a sole proprietor; or
- Company has fewer than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE §2271.002

State law requires certification from a Company for contracts involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

The following definitions apply to this state statute:

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

1. By signing below, Company hereby certifies the following:

- A. Company does not boycott Israel; and
- B. Company will not boycott Israel during the term of the contract.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

OR

2. Alternatively, by signing below, Company hereby certifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- Company is a sole proprietor; or
- Company has fewer than 10 full-time employees; or
- Contract value is for less than \$100,000.00.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

CERTIFICATIONS REQUIRED BY TEXAS LAW

By signing below, Contractor hereby certifies that:

1. Texas Government Code Chapter 552, Subchapter J may apply to this solicitation or contract and agrees that the contract may be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
2. Pursuant to Texas Government Code Section 2252.152, it does not engage in business with Iran, Sudan, or foreign terrorist organizations.
3. It is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
4. It is not ineligible to receive or enter into the contract pursuant to the provisions of the Texas Health and Safety Code Section 161.0085.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Dated: _____

Diversity in Contracting Program

By signing below, Design-Builder agrees to use its best efforts to implement the Port of Port Arthur's Diversity in Contracting Program in connection with this Project. The Port's Policy Directive on Diversity in Contracting has been provided to the Design-Builder as part of these documents and can also be found on the Port's website at <https://portpa.com/business/procurement/>.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Date: _____

Port of Port Arthur Navigation District of Jefferson County, Texas

POLICY DIRECTIVE ON DIVERSITY IN CONTRACTING

Adopted JUNE 24, 2020

SECTION 1. Purpose.

The Board of Commissioners of the Port of Port Arthur have determined a need to increase the number of local, minority, veteran and women owned businesses utilized on Port contracts. The purpose of this policy directive is to increase the utilization of Port revenues from taxes and operations to assist local, minority, veteran and women owned businesses by providing increased opportunities for participation in contracting for public works, consulting services, supplies, material, equipment, and other services required by the Port.

SECTION 2. Definitions.

For the purposes of this policy directive:

"Affirmative efforts" means documented reasonable attempts in good faith to contract with minority, veteran and women owned businesses.

"Availability" or "available" means a business that is interested in and capable of performing the work within the time frame required and to the quality specified in the solicitation and contract.

"Capability" or "capable" means that a business appears able to perform a commercially useful function in performance of the work.

"Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor.

"Contract" means an agreement for public works, consulting services, supplies, material, equipment, or other services.

"Contractor" means a business that has a contract with the Port.

"Local" means within the boundaries of the Port of Port Arthur Navigation District of Jefferson County, Texas.

"Local Plus" means within the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County.

"Relevant demographic data" is defined as, but not limited to, Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, Asian, and Women, and other characteristic information related to a business owner's

sexual orientation, sex/gender, race, ethnicity, physical ability, or veteran status as self-reported and/or certified by another government entity, as deemed necessary or relevant to eliminating disparity in Port contracting.

“Utilization” is defined as both the percent of contracting dollars paid to MVW firms as well as the number of MVW firms under contract.

“Minority, veteran, or women owned business” (MVW) means a business that is at least 51 percent owned and controlled by minorities, veterans and/or women (including, but not limited to Asian-Pacific Americans, Black Americans, Hispanic Americans, Native Americans, Asian, Service-Disabled Veterans, and Women, and other characteristic information related to a business owner’s sexual orientation, sex/gender, race, ethnicity, physical ability, or veteran status as self-reported and/or certified by another government entity, as deemed necessary or relevant to eliminating disparity in Port contracting).

SECTION 3. Scope and Applicability.

This policy directive shall apply to all types of procurement contracts with the Port, including construction and consulting contracts, purchased goods, and services.

SECTION 4. Responsibilities.

The Board of Commissioners shall establish goals to increase MVW utilization for the Executive Director and staff in Port contracts and shall:

- A. Expand opportunities for MVW firms across Port functions, wherever practicable;
- B. Pursue the goal to substantially increase the number of MVW firms that contract with the Port and thereby substantially increase the percentage of dollars spent on MVW contracts, effective immediately upon the adoption of this policy directive;
- C. Within 120 days of adoption of this policy directive, develop a Diversity in Contracting Program that identifies affirmative efforts to afford MVW owned businesses the maximum practicable opportunity to participate in Port contracts;
- D. Incorporate the MVW goals into the Port’s Diversity in Contracting Program to the fullest extent reasonable, including incorporation into scorecards, reports, and project plan updates. The Port shall prepare and publish an annual report each year entitled “Port of Port Arthur Diversity in Contracting Annual Report”;
- E. Establish and improve outreach efforts to increase and sustain MVW participation in Port contracting;
and
- F. Take affirmative efforts to assure equality of contracting opportunity through the development and application of inclusion plans or other tools as necessary.

SECTION 5. Policy.

- A. The Port’s Diversity in Contracting Program shall include:
 - (1) Responsibilities, policies, practices, and processes that can improve the Port procurement and contracting processes to provide a more receptive environment for the utilization of MVW firms, and

to ensure that businesses and contractors of all tiers working on Port contracts and subcontracts utilize MVW firms, wherever feasible or as required;

(2) Development of a standard procedure for the Port-wide MVW goal setting, and collection and reporting of relevant demographic data to be stored in a central database;

(3) Identify categories of contracts that will require MVW inclusion plans and other tools that will be applied to other categories of contracts Port-wide;

(4) Clear lines of responsibility and accountability for implementation of the MVW program; and

(5) Make MVW goal-setting and affirmative implementation efforts part of the annual performance evaluation for each Port department head/supervisor and require standardized MVW program training, implementation, and coordination for all department leaders and their MVW representatives.

B. The Port's Diversity in Contracting Annual Report shall include:

(1) The Port's prior year increase in utilization of MVWs to reduce disparity in Port contracting; and

(2) The achievement of goals by department for MVW utilization based on:

(a) Each Port department head/supervisor's review of future procurements to identify available firms on upcoming contracts to create a utilization goal that is justifiable, bold, and challenging; and

(b) Construction goals based on historic utilization plus an established percentage, until such time that a disparity study or other valid internal data can demonstrate a reasonable level of utilization.

C. To improve inclusion and outreach to improve and sustain MVW participation and to reduce disparity in Port contracting, the Port shall:

(1) Support training and assistance to Port staff to increase participation in outreach and to learn about the internal and external resources available to include MVW firms in the Port's procurement and contracting;

(2) Improve and expand technical assistance, including MVW certification, business development, training, and mentoring programs for MVW firms to enhance bidding expertise and promote greater coordination with advocacy organizations, businesses, individuals, and public agencies and other Port departments;

(3) Create opportunities for members of the contracting and vendor community, Port, and other stakeholders to work collaboratively on recommendations for the Port to more effectively use the directives in this policy directive;

(4) Assist contractors desiring to bid on Port contracts to comply with the affirmative efforts provisions for such contract, and offer information as to organizations and agencies available to

assist such contractors in recruiting, mentoring, training, or otherwise preparing potential subcontractors; and

(5) Cooperate and establish formal and/or informal partnerships and mutual cooperation with other public agencies to carry out the purposes of this policy directive, as needed.

D. Affirmative efforts to assure equality of contracting opportunity required:

(1) Develop procurement tools, such as MVW inclusion plans, and require bidders and proposers to comply with the MVW solicitation requirement in order to improve and sustain participation of MVW in Port contracts;

(2) Identify and implement a Port-wide method to regularly monitor and measure the Port MVW program and attainment of goals by contractors;

(3) Establish goals for participation of MVW owned businesses in a particular Port contract on a case-by-case basis;

(4) Work closely with other departments to ensure all policies, practices, and processes are consistent and complementary to make it easier for MVW firms to pursue Port contracts; and

(5) Review certifications and determine whether vendors meet program requirements.

E. Affirmative efforts in subcontracting:

(1) All contractors, including MVW firms, shall actively solicit bids for subcontracts to qualified, available, and capable MVW businesses to perform commercially useful functions;

(2) Contractors shall consider the grant of subcontracts to MVW bidders on the basis of substantially equal proposals in the light most favorable to MVW businesses;

(3) At the request of the relevant Port department, when inclusion plans are required, contractors shall furnish evidence of the contractor's compliance with the Port's requirements for MVW solicitation and will submit evidence of compliance with this section as part of any bid.

(4) Contractors shall provide records necessary to document affirmative efforts to subcontract with MVW businesses on Port contracts;

(5) At any time during a contract in which an inclusion plan is required, Port shall request and contractors shall furnish evidence of the contractor's compliance with these requirements of MVW solicitation and affirmative efforts to subcontract with MVW businesses;

(6) Compliance with all requirements and past performance under this policy directive may be included in the evaluation of future procurements; and

(7) In applying the provisions of this policy directive to contracts funded in whole or in part with federal funds and subject to 49 CFR Part 23, Subpart D, regarding Airport Concessions Disadvantaged Business Enterprises (ACDBE) or 49 CFR 26, Subpart C, regarding Disadvantaged Business Enterprises (DBE), references to Women and Minority Businesses shall also include federally recognized ACDBEs

or DBEs. In the event of a conflict between the provisions of this chapter, or the rules implementing this policy directive, and the requirements of 49 CFR 26, Subpart C, or 49 CFR Part 23, Subpart D, or any other superseding applicable federal statute or regulation, the provisions of the federal statute or regulation shall control.

F. Expanding Opportunity.

(1) The Port shall immediately commence review and recommend measures to expand opportunities for MVW firms in other Port enterprise opportunities, for example real estate leases, to encourage and promote access to Port facilities by MVW firms.

SECTION 6. Local Preference.

A. To be deemed a Local business or Local Plus business in this Program, businesses must first successfully complete Registration and provide other documentation as may be reasonably required by the Port.

B. A Local business means a business with its principal place of business within the Port of Port Arthur Navigation District, Jefferson County, Texas.

C. A Local Plus business means a business with its principal place of business within Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County in the State of Texas.

D. Principal place of business means the business must:

(1) Be headquartered within the limits of the applicable jurisdiction as stated in A. or B. above; or

(2) Have an established place or places of business within the limits of the applicable jurisdiction in A. or B. above from which 20% or more of the entity's workforce are regularly based, and from which a substantial role in the entity's performance of a commercially useful function or a substantial part of its operations is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business.

E. Headquartered means the location where an entity's leadership directs, controls, and coordinates the entity's activities.

F. Local Preference may be appropriate for contracts related to:

(a) any activity or matter incidental to the advertising, development, or promotion of the Port district or its ports, waterways, harbors, or terminals;

(b) furthering the general welfare of the Port district and its facilities; or

(c) the betterment of the Port district's relations with steamship and rail lines, shippers, consignees of freight, governmental officials, or others interested or sought to be interested in the ports, waterways, harbors, or terminals.

SECTION 7. Historically Underutilized Businesses (HUB).

A. A business submitting a bid under the HUB category for a Port project must obtain a HUB Certification from the State of Texas prior to submission.

B. To be eligible for HUB certification in the State of Texas, a business must:

(1) Be a U.S. citizen;

(2) Be a for-profit entity that has not exceeded the size standard prescribed by 34 TAC §20.294 and has its principal place of business in Texas; and

(3) Be at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or a Service Disabled Veteran with a Service related disability of 20% or greater, who resides in Texas and actively participates in the control, operations and management of the entity's affairs.

SECTION 8. Veteran Owned Businesses.

A. A business submitting a bid under the Veteran Owned business category for a Port project must complete a Veteran Owned business certification packet from the Port prior to submission.

B. A Veteran Owned business must be at least 51% owned by one or more veterans as defined in 38 USC 101(2).

SECTION 9. Program Evaluation and Audit.

A. The Executive Director or his or her designee shall periodically monitor and report benchmarks and metrics to evaluate the Port's Diversity in Contracting Program, including:

(1) Incorporation of these MVW goals into the Port's procurement policies and plans to the fullest extent reasonable, including incorporation into scorecards, reports, and project plan updates.

(2) Specific measures the Port will undertake to increase the participation of MVW firms and to reduce disparities, including the number of events or outreach activities conducted to ensure responsiveness to bid opportunities.

(3) Progress towards specific department MVW utilization goals, including the number of opportunities a department has available, the goals established for those opportunities and the actual utilization, including periodic review of disparity study results, to determine reasonableness of goals.

(4) Data reporting using the standard procedure identified in the MVW program for the Port-wide collection and reporting of relevant demographic data including percent of project dollars spent, number of businesses, and types of procurements.

(5) Preparation and publication of the Port's Diversity in Contracting Annual Report.

B. The Port's Director of Accounting shall include the Diversity in Contracting Program in the Port's annual business plan to monitor and report on adherence to this policy and establish compliance measures for future years as the Director of Accounting deems appropriate.

SECTION 10. Fiscal Implications.

Fiscal implications shall be reviewed by the Executive Director annually, at a minimum, to ensure that implementation of this policy directive is adequately resourced and shall submit a budget request as appropriate.

**TxDOT's Small Business Enterprise (SBE) Policy
In State Funded Projects**

By signing below, Design-Builder acknowledges that TxDOT Small Business Enterprise (SBE) program has set a goal of 0% for this project. See Attachment A hereto for SBE Program requirements.

Printed Company Name: _____

Signed by: _____

Printed Name/Title: _____

Date: _____

Attachment A: TxDOT's Small Business Enterprise (SBE) Policy in State Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to carry out the Texas Department of Transportation's policy of ensuring that Small Business Enterprise (SBE) has an opportunity to participate in the performance of contracts.

2. DEFINITIONS

Small Business Enterprise (SBE) is a firm (including affiliates) certified by the Texas Department of Transportation whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. No SBE Goal.

2.1.1. **Policy.** It is the policy of the Owner that SBEs shall have an opportunity to participate in the performance of contracts.

2.1.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor will offer SBEs an opportunity to participate in the performance of contracts and subcontracts.

2.1.3. **Prohibit Discrimination.** The Contractor and any subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability or sex in the award and performance of contracts. These nondiscrimination requirements shall be incorporated into any subcontract and purchase order.

2.1.4. Records and Reports.

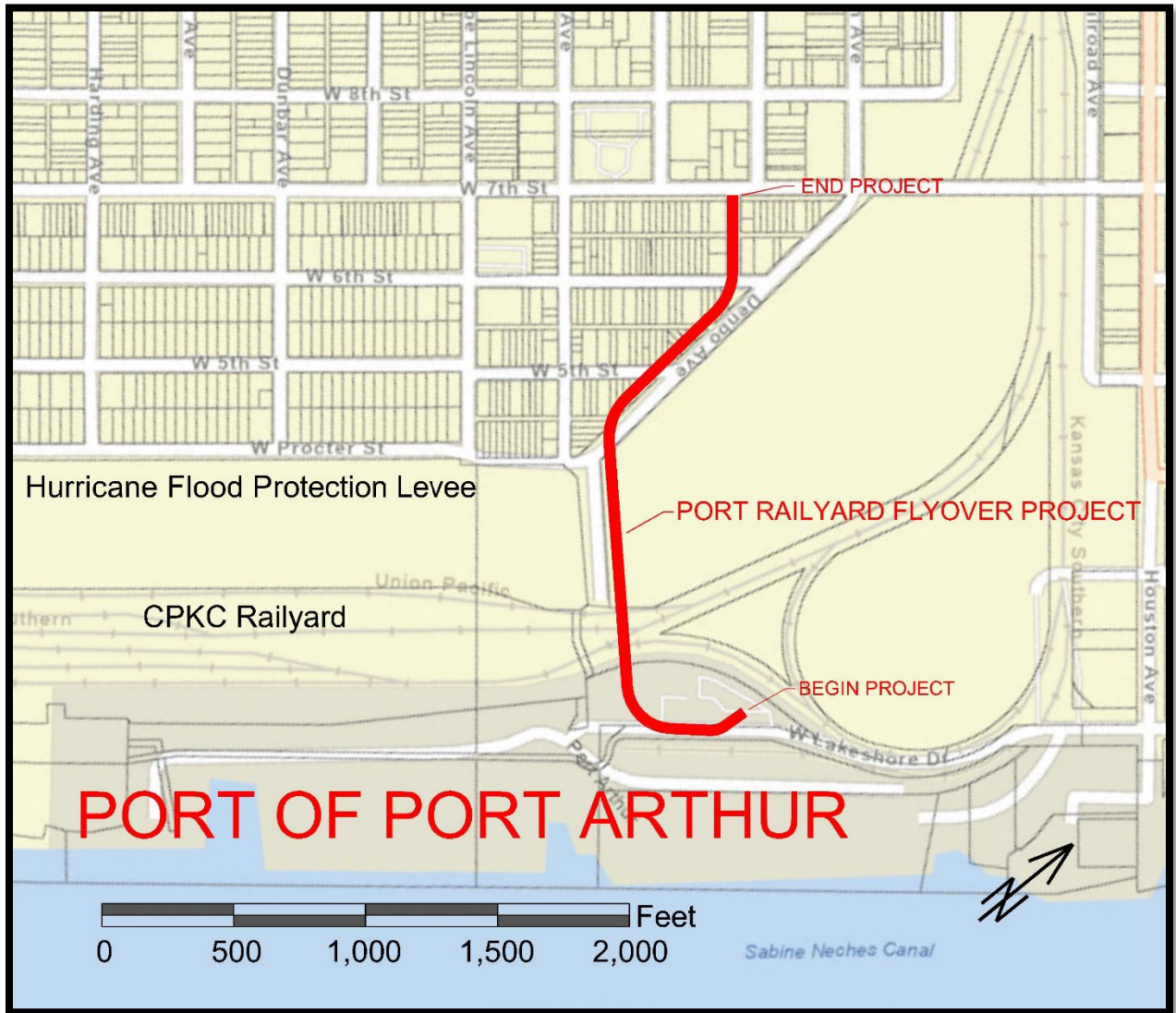
2.1.4.1. The Contractor shall submit reports on SBE (including HUB and DBE) payments. The reports are to be sent to the Owner. These reports will be due annually by the 31st of August or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Owner. These forms may be obtained from the Owner and reproduced as necessary. The Owner may verify the amounts being reported as paid to SBEs by requesting copies of invoices and cancelled checks paid to SBEs on a random basis.

2.1.4.2. SBE subcontractors and/or suppliers should be identified on the report by SBE Certification Number, name and the amount of actual payment made.

2.1.4.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Owner.

Attachment F—Location Map



Port of Port Arthur Railyard Flyover Project

Rev. 7/16/2024

Attachment G—Respondent RFC Form

REQUEST FOR CLARIFICATION FORM

Railyard Flyover Project RFQ 2024-06

**Respondent
Name:**

Date:

**Respondent
Contact:**

Name

Email

RFQ CLARIFICATION QUESTIONS

No ¹	Document ²	Section ²	Page No ²	Comment/Question ³
1				
2				
3				

COMPLETION INSTRUCTIONS:

1. Sequentially number comments/questions. Add additional lines as needed.
2. Identify the relevant RFQ documents and section and page number(s) or indicate that the comment/question is general in nature.
3. Do not identify the Respondent in the body of the comment/question.

SUBMISSION:

The subject line of the submittal email shall read as follows: “[Respondent Name]: RFCs for the Railyard Flyover Project (RFQ 2024-06).”