REGULAR, 3/10/2014 1:30:00 PM

BE IT REMEMBERED that on March 10, 2014, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff (ABSENT)

Tim Smith

Honorable Carolyn L. Guidry , County Clerk

When the following proceedings were had and orders made, to-wit:

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS March 10, 2014

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, willmeet at **1:30 PM,** on the **10th** day of **March 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

1:00 P.M. – JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT BOARD CONSIDER RESOLUTION APPROVING A SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT AND THE REMARKETING OF JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY L.L.C. PROJECT), SERIES 2010 AND RELATED MATTERS

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

1. Receive and file bids for (IFB 14-004/JW), Term Contract for Legal Notices for Jefferson County.

SEE ATTACHMENTS ON PAGES 7 - 86

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 14-004/JW), Term Contract for Legal Notices for Jefferson County with Beaumont Enterprise, The Examiner Corp., and The Port Arthur News, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 87 - 93

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

3. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 14-001/JW), Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport with blueglobes, llc. and Airport Lighting Company, as shown on Attachment B. There is a tie on Item 3. The award for Item 3 will be decided by a drawing of lots in a manner prescribed by the County Judge Jeff Branick.

Item 3 goes to Blueglobes LLC, drawing by pro-tem Comissioner Alfred

SEE ATTACHMENTS ON PAGES 94 - 99

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

4. Consider, approve and ratify, receive and file contract between Jefferson County and T. Johnson Industries, Inc. for (IFB 13-006/KJS), Cheek Community Sewer Improvements – Cheek Phase III, in the amount of $228,653.50.

SEE ATTACHMENTS ON PAGES 100 - 308

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY AUDITOR:

5. Regular County Bills - check #391030 through check #391289.

SEE ATTACHMENTS ON PAGES 309 - 317

Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

6. Consider authorizing the County Judge to enter/terminate a Burn Ban Order.

Action: TABLED

7. Receive and file executed Inter-Governmental Agreements executed between Jefferson and the Cities of Groves, Nederland and Port Neches for maintenance and repair of streets in the respective cities.

SEE ATTACHMENTS ON PAGES 318 - 321

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and possibly approve an Order establishing the Air Liquide Large Industries U.S. LP Reinvestment Zone pursuant to Section 312.204.

SEE ATTACHMENTS ON PAGES 322 - 328

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

9. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation approving a Supplemental Trust Indenture and Security Agreement in connection with the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series, 2010 and related matters.

SEE ATTACHMENTS ON PAGES 329 - 345

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

10. Consider and possibly approve a grant to the Jefferson County Crime Lab from the Texas Forensics Commission to fund a laboratory case review of hair microscopy cases.

SEE ATTACHMENTS ON PAGES 346 - 348

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

11. Consider possibly approve and authorize the County Judge to execute 2014 Loan Agreement SDA0415 (annual renewal) between Jefferson County and the National Museum of the United States Air Force regarding the F-4D fighter jet on display at the Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 349 - 382

Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

12. Consider and possibly adopt a Resolution recognizing Denise LeBlanc for her 36 years of dedicated service to the Jefferson County Tax Office and to the citizens of Jefferson County.

SEE ATTACHMENTS ON PAGES 383 - 383

Motion by: Commissioner Weaver
Second by: Commissioner Arnold
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

JUVENILE PROBATION:

13. Receive and File the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12. (c).

SEE ATTACHMENTS ON PAGES 384 - 386

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

Other Business:

Receive reports from Elected Officials and staff on matters of community interest without taking action.

***DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.

_____

Jeff R. Branick
County Judge

IFB 14-004/JW
Term Contract for Legal Notices for Jefferson County
Bids due: 11:00 AM, March 4, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address.**

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

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

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

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

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

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified

to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

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

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

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

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. Delivery

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

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist at 409-835-8593; e-mail at jwest@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 14-004/JW.

Scope

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with and option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Minimum Specifications

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

Beaumont Enterprise
Company Name

380 Main Street
Address

Beaumont TX 77701
City State Zip

Signature of Person Authorized to Sign

Mark Adkins
Printed Name

Publisher
Title

For clarification of this offer, contact:

Freddie Campbell
Name

409-838-2864 409-838-2845
Phone Fax

fcampbell@hearstnp.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-004/JW, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of $50,644.03 during the 2013-2014 budget year.

Directions: Please complete the below form.
Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	$	$
2	Newspaper with a circulation of under 50,000.	$ 2.15	$ 2.59

Newspaper Liaison for Jefferson County:

Freddie Campbell
Name and Title

409-838-2864 409-838-2845
Phone Fax

fcampbell@hearstnp.com
Email

380 Main St. Beaumont, TX 77701
Mailing Address: Street Address/PO City State Zip

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Jefferson County

Address: 1149 Pearl St. Beaumont, TX 77701

Contact Person and Title: _____

Phone: 409-835-8411 Fax: _____

Contract Period: _____ Scope of Work: Legal Ads

REFERENCE TWO

Government/Company Name: Port of Beaumont

Address: PO Box 2297, Beaumont, TX 77704

Contact Person and Title: _____

Phone: 409-835-5367 Fax: _____

Contract Period: _____ Scope of Work: Legal Ads

REFERENCE THREE

Government/Company Name: Hardin County

Address: PO Box 1990 Kountze, TX 77625

Contact Person and Title: _____

Phone: 409-246-3412 Fax: _____

Contract Period: _____ Scope of Work: Legal Ads

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

Beaumont Enterprise
Bidder (Entity Name)

380 Main St.
Street & Mailing Address

Beaumont, TX 77701
City, State & Zip

409-838-2864
Telephone Number

fcampbell@hearstnp.com
E-mail Address

Signature

Mark Adkins
Print Name

3-3-14
Date Signed

409-838-2845
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

N/A

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

   ☐ Yes ☐ No N/A

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

   ☐ Yes ☐ No N/A

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

   ☐ Yes ☐ No N/A

   D. Describe each affiliation or business relationship:

   N/A

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N/A

7.

   N/A

_____ _____

Signature of person doing business with the governmental entity Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

N/A

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

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: N/A
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: N/A
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	N/A Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: N/A HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: N/A

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: N/A Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

N A

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

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

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

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: N/A
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: N/A Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: N/A Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: N/A

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: N/A

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Beaumont Enterprise [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0556297
Company Name submitting bid/proposal:	Beaumont Enterprise
Mailing address:	380 Main St. Beaumont, TX 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
5453	380 Main St. Bmt, TX 77701
5456	"
171566	"

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Mark Adkins (name), who

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

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

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

foregoing on behalf of the said Beaumont Enterprise (name of firm).

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

Name and address of bidder: Beaumont Enterprise
380 Main St Beaumont, TX 77701

Fax: 409-838-2845 Telephone# 409-838-2864

by: Mark Adkins (print name) Title: Publisher

Signature:

SUBSCRIBED AND SWORN to before me by the above-named Mark Adkins on

this the 3rd day of March 2014.

Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.

APRIL L. MCKINNON
Notary Public, State of Texas
My Commission Expires
November 15, 2017

SEALED BID

03-03-14A04:18 RCVD

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Bid Name:	Legal Notices for Jefferson County
Bid Number:	IFB 14-004/JW
Due Date:	11:00 a.m. March 4, 2014

Bidder:	Beaumont Enterprise 380 Main St. Beaumont, TX 77701

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

February 10, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Division for IFB 14-004/JW, Term Contract for Legal Notices for Jefferson County. **Specifications for this project may be obtained from the website, http://www.co.jefferson.tx.us, or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Legal Notices for Jefferson County**
BID NO:	**IFB 14-004/JW**
DUE DATE/TIME:	**11:00 AM, March 4, 2014**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist, at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – February 12th & 19th, 2014

IFB 14-004/JW
Term Contract for Legal Notices for Jefferson County
Bids due: 11:00 AM, March 4, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE (HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number, due date, and the bidder's name and address**.

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

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

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

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

4. Signatures

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

5. County Holidays – 2014:

January 1	Wednesday	New Year's Day
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 18	Friday	Good Friday
May 26	Monday	Memorial Day
July 4	Friday	Independence Day
September 1	Monday	Labor Day
November 11	Tuesday	Veterans Day
November 27-28	Thursday-Friday	Thanksgiving
December 25-26	Thursday-Friday	Christmas

6. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

7. Award

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

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

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (http://co.jefferson.tx.us/ purchasing/main.htm) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

12. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

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

15. Interpretation of Bid and/or Contract Documents

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

16. Currency

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

17. Pricing

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

18. Notice to Proceed/Purchase Order

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

19. Certification

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

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

20. Definitions

"County" – Jefferson County, Texas.

"Contractor" – The bidder whose proposal is accepted by Jefferson County.

21. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

1.3 Late Bids. Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

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

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

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

1.11 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net,

exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.15 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.21 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. Performance

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

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

2.3 Delivery Location. All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 Delivery Schedule. Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 Delivery Charges. All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

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

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

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

2.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

2.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified

to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

2.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. Purchase Orders and Payment

3.1 Purchase Orders. A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

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

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

3.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. Contract

4.1 Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

4.4 Price Re-determination. A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.5 Termination. Jefferson County reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

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

4.7 Injuries or Damages Resulting from Negligence. Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

4.10 Uniform Commercial Code. The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

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

4.12 Sale, Assignment, or Transfer of Contract. The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned.** The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Job Number, Job Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. Delivery

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

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

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

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	$1,000,000.00
Excess Liability	$1,000,000.00
Property Insurance	Improvements & Betterments
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist at 409-835-8593; e-mail at jwest@co.jefferson.tx.us regarding any questions or comments. Please reference bid number IFB 14-004/JW.

Scope

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with and option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

Minimum Specifications

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

The Examiner Corp.
Company Name

795 Willow
Address

Beaumont Tx 77701
City State Zip

Don J Dodd
Signature of Person Authorized to Sign

DON J. DODD
Printed Name

Chief Executive Officer
Title

For clarification of this offer, contact:

Don Dodd
Name

409 832-1400
Phone Fax

dodd@theexaminer.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-004/JW, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of $50,644.03 during the 2013-2014 budget year.

Directions: Please complete the below form.
Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	$	$
2	Newspaper with a circulation of under 50,000.	$ 1.00	$

Newspaper Liaison for Jefferson County:

Misty Hussey — Acct MGR
Name and Title

832-1400 — 409 832-6222
Phone — Fax

Misty @ theexaminer.com
Email

795 Willow — Beaumont — Tx — 77701
Mailing Address: Street Address/PO — City — State — Zip

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont Clerk

Address: 801 Main #125

Contact Person and Title:

Phone: 409 880-3745 Fax: 409

Contract Period: 2010 - 2014 Scope of Work: Legal Notices

REFERENCE TWO

Government/Company Name: Benckenstein Oxford

Address: 3535 Calder

Contact Person and Title: Hubert Oxford IV

Phone: 409 833 9182 Fax: 409 8338819

Contract Period: 2013 - 2014 Scope of Work: Legal Notices

REFERENCE THREE

Government/Company Name: Lindsay, Lindsay & Parsons

Address: 710 N. 10th

Contact Person and Title: Michael Lindsay

Phone: 409 291-8369 Fax: 409 832-7040

Contract Period: 2013 - 2014 Scope of Work: Legal Notices

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

The Examiner Corp.
Bidder (Entity Name)

795 Willow
Street & Mailing Address

Beaumont Tx 77701
City, State & Zip

409 832-1400
Telephone Number

dodd@theexaminer.com
E-mail Address

Don J Dodd
Signature

Don J. Dodd
Print Name

2-27-2014
Date Signed

(409) 832-6225
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

Don J. Dodd

2. ☒ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

   ☐ Yes ☒ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

   ☐ Yes ☒ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

   ☐ Yes ☒ No

   D. Describe each affiliation or business relationship:

   NONE

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   NONE

7.

Jon E Dodd — Signature of person doing business with the governmental entity

2-27-2014 — Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that The Examiner Corp [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0479932
Company Name submitting bid/proposal:	The Examiner CORP.
Mailing address:	795 Willow Beaumont Tx 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Don J. Dodd (name), who after being by me duly sworn, did depose and say:

"I, Don J. Dodd (name) am a duly authorized officer of/agent for The Examiner Corp. (name of firm) and have been duly authorized to execute the foregoing on behalf of the said The Examiner Corporation (name of firm).

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

Name and address of bidder: Don J. Dodd
795 Willow Beaumont Tx 77701
Fax: 409 832-6225 Telephone# 409 832-1400
by: Don J. Dodd (print name) Title: C.E.O.
Signature: Don J Dodd

SUBSCRIBED AND SWORN to before me by the above-named Don J. Dodd on this the 28th day of February, 2014.

Notary Public in and for the State of Texas

TARYN MOLLICE SYKES
Notary Public, State of Texas
My Commission Expires
April 04, 2017

Bidder Shall Return Completed Form with Offer.

69

Bid Name: Term Contract for Legal Notices
for JEFFERSON COUNTY

Bid No.: IFB 14-004/JW

02-28-14A02:36 RCVD

03-01 26C3100 1FME0

03: 0903P919069PAIN

JEFFERSON COUNTY Purchasing Department
1149 Pearl St. 1st Floor
Beaumont, TX 77701

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

The Port Arthur News
Company Name

For clarification of this offer, contact:

3501 Turtle Creek Drive
Address

Merle Anne Hebert
Name

Port Arthur, Tx 77642
City State Zip

409 721-2417 409 724-6840
Phone Fax

Merle Anne Hebert
Signature of Person Authorized to Sign

mhebert@paNews.com
E-mail

MERLE ANNE HEBERT
Printed Name

Advertising Director
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-004/JW, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of $50,644.03 during the 2013-2014 budget year.

Directions: Please complete the below form.
Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	$	$
2	Newspaper with a circulation of under 50,000.	$ 1.55 per line	$ 1.65 per line

Newspaper Liaison for Jefferson County:

Merla Anne Hebert Advertising Director
Name and Title

409 721-2417 409-724-6840
Phone Fax

mhebert@panews.com
Email

P.O. Box 789 Port Arthur Tx 77641
Mailing Address: Street Address/PO City State Zip

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

Bidder Shall Return Completed Form with Offer.

Vendor References

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

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Port Arthur

Address: P.O. Box 1089, Port Arthur, Tx 77642

Contact Person and Title: Bernadette / Purchasing

Phone: 409 983-8115 Fax:

Contract Period: Yearly + as needed Scope of Work: Legal ads

REFERENCE TWO

Government/Company Name: City of Port Neches

Address: P.O. Box 758, Port Neches, Tx 77651

Contact Person and Title: Lori Cummings

Phone: 409-719-4210 Fax:

Contract Period: as needed Scope of Work: Legal ads

REFERENCE THREE

Government/Company Name: City of Groves

Address: 3947 Lincoln, Groves, Tx 77619

Contact Person and Title: Kim Butler

Phone: 409 962-4471 Fax:

Contract Period: as needed Scope of Work: Legal ads

Bidder Shall Return Completed Form with Offer.

Signature Page

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

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

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

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

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

The Port Arthur News
Bidder (Entity Name)

Merle Anne Hebert
Signature

3501 Turtle Creek Drive
Street & Mailing Address

Merle Anne Hebert
Print Name

Port Arthur, Tx 77642
City, State & Zip

February 25, 2014
Date Signed

409-721-2417
Telephone Number

409-724-6840
Fax Number

mhebert@panews.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

N/A

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

   ☐ Yes ☐ No N/A

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

   ☐ Yes ☐ No N/A

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

   ☐ Yes ☐ No N/A

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

   N/A

7.

_____ _____

Signature of person doing business with the governmental entity Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

N/A

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

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

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

N/A

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative	Signature
Title	Date

Bidder Shall Return Completed Form with Offer.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: π Yes π No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet **(Duplicate as Needed)**

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

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

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

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

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

N/A

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

N/A

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

N/A

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that The Port Arthur News [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	550870768
Company Name submitting bid/proposal:	The Port Arthur News
Mailing address:	3501 Turtle Creek Drive, Port Arthur TX 77642
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Bid Affidavit

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

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Merle Anne Hebert (name), who after being by me duly sworn, did depose and say:

"I, Merle Anne Hebert (name) am a duly authorized officer of/agent for The Port Arthur News (name of firm) and have been duly authorized to execute the foregoing on behalf of the said The Port Arthur News (name of firm).

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

Name and address of bidder: The Port Arthur News
3501 Turtle Creek Drive, Port Arthur, TX 77642

Fax: 409 724-6849 Telephone# 409 721-2417

by: Merle Anne Hebert (print name) Title: Advertising Director

Signature: Merle Anne Hebert

SUBSCRIBED AND SWORN to before me by the above-named Merle Anne Hebert on this the 25 day of February, 2014.

JEREE POWELL
Notary Public, State of Texas
My Commission Expires
April 25, 2014

Notary Public in and for the State of Texas

Bidder Shall Return Completed Form with Offer.

COMMNEW-01 MCCOLLUMBR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2013

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

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

PRODUCER	CONTACT NAME: certificates@willis.com	
Willis of Alabama, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Insurance Company of Pittsbu	19445
INSURED Community Newspaper Holdings, Inc. (See below for Additional Named Insured) 445 Dexter Avenue Suite 7000 Montgomery, AL 36104	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $2M Per Project and X Location General Agg GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		GL 457-27-37	6/30/2013	6/30/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Additional Named Insured: Community First Holdings, Inc. and Port Arthur News

Jefferson County is included as an Additional Insured as respects to General Liability as required by written agreement or contract.

CERTIFICATE HOLDER

Jefferson County
Purchasing Department
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

86

Merle Anne Hebert

Port Arthur News
P. O. BOX 789
Port Arthur, Texas 77641-0789

02-27-14P[illegible]:11 RCVD

13009936R2: 330EFLE

Bid no: IFB 14-004/JW
Term Contract for Legal
Notices for Jefferson County

Deborah L. Clark
Purchasing Agent
Jefferson County Purchas
Dept.
1149 Pearl St., 1st Floo.
Beaumont, Tx 77701

ATTACHMENT A

IFB 14-004/JW
Term Contract for Legal Notices for Jefferson County
Final Tabulation

		Beaumont Enterprise 380 Main Street Beaumont, TX 77701 Attn: Mr. Freddie Campbell 409-838-2864 phone 409-838-2845 fax fcampbell@hearstnp.com		**The Examiner Corp.** 795 Willow Beaumont, TX 77701 Attn: Mr. Don Dodd 409-832-1400 phone dodd@theexaminer.com		**The Port Arthur News** 3501 Turtle Creek Drive Port Arthur, TX 77642 Attn: Ms. Merle Anne Hebert 409-721-2417 phone 409-724-6846 fax mhebert@panews.com	
Item	**Description**	**Daily Rate**	**Sunday Rate**	**Daily Rate**	**Sunday Rate**	**Daily Rate**	**Sunday Rate**
1	Newspaper with a circulation of 50,000 or more.	N/A	N/A	N/A	N/A	N/A	N/A
2	Newspaper with a circulation of under 50,000.	$2.15	$2.59	$1.00	N/A*	$1.55	$1.65

*weekly publication

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

Beaumont Enterprise
Company Name

380 Main Street
Address

Beaumont TX 77701
City State Zip

Signature of Person Authorized to Sign

Mark Adkins
Printed Name

Publisher
Title

For clarification of this offer, contact:

Freddie Campbell
Name

409-838-2864 409-838-2845
Phone Fax

fcampbell@hearstnp.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-004/JW, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

The Examiner Corp.
Company Name

795 Willow
Address

Beaumont Tx 77701
City State Zip

Don J Dodd
Signature of Person Authorized to Sign

DON J. DODD
Printed Name

Chief Executive Officer
Title

For clarification of this offer, contact:

Don Dodd
Name

409 832-1400
Phone Fax

dodd@theexaminer.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-004/JW, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

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

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

The Port Arthur News
Company Name

For clarification of this offer, contact:

3501 Turtle Creek Drive
Address

Merle Anne Hebert
Name

Port Arthur, Tx 77642
City State Zip

409 721-2417 409 724-6840
Phone Fax

Merle Anne Hebert
Signature of Person Authorized to Sign

mhebert@paNews.com
E-mail

MERLE ANNE HEBERT
Printed Name

Advertising Director
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 14-004/JW, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

ATTACHMENT B

(IFB 14-001/JW)
Term Contract for Lighting Supplies for Runway and Taxiway
at Jack Brooks Regional Airport

Final Tabulation

				blueglobes, llc 819 Harmony Road, Suite 200 Eatonton, Georgia 31024 Attn: Mr. Max Moody 706-923-2661 phone 706-923-2801 fax sales@blueglobesmail.com		**Airport Lighting Company** 108 Fairgrounds Drive Manlius, NY 13104 Attn: Mr. Steve Shaw 315-682-6466 phone 315-682-6469 fax steves@airportlightingcompany.com		
Item	Description	Approximate Annual Usage Quantity	Brand	**Brand**	**Unit Bid Price (Per Bulb)**	**Brand**	**Unit Bid Price (Per Bulb)**	
1	Bulb: EXL 30 Watt, 6.6 Amp Quarts, GE (Part # 11478)	300	GE	GE	**$9.00**	GE	$10.75	
2	Bulb: 120 Watt, 6.6 Amp Quarts, GE (Part # 10099) EVV 120 Watt	100	GE	GE	**$14.00**	GE	$17.00	
3	Bulb: EZL 200 Watt, 6.6 Amps, Quarts, GE (Part # 15243)	50	GE	GE	**$19.00**	GE	**$19.00**	**Item 3: TIE BID**

(Items 1-3) are to be bid as GE brand light bulbs ONLY. (As per instructions on Bid Form)

Item	Description	Approximate Annual Usage Quantity	Brand	**Brand**	**Unit Bid Price (Per Bulb)**	**Brand**	**Unit Bid Price (Per Bulb)**
4	Bulb: 62 Watt, 6.6 Amp MR 16, (GE Crouse Hinds brand, Part # 20590)	300	GE Crouse Hinds	GE Crouse Hinds	**$32.00**	GE Crouse Hinds	$53.50

Item 4 is to be bid as GE Crouse Hinds brand light bulb ONLY. (As per instructions on Bid Form)

ATTACHMENT B

Item	Description	Approximate Annual Usage Quantity	Brand	blueglobes, llc Brand	blueglobes, llc Unit Bid Price (Per Bulb)	Airport Lighting Company Brand	Airport Lighting Company Unit Bid Price (Per Bulb)
5	Bulb: 48 Watt. 6.6 Amp Quarts, (GE Crouse Hinds brand Part # 64337A)	50	GE Crouse Hinds or equivalent	ADB 2990.40.827	**$13.70**	GE Crouse Hinds	$23.17
6	Transformer 30/45 Watt, 6.6 Amp, ADB (Part # 1ST045660010)	50	ADB or equivalent	ADB	**$65.00**	ADB	$74.16
7	Transformer 100 Watt, 6.6 Amp ADB (Part # 1ST100666010)	50	ADB or equivalent	ADB	**$79.00**	ADB	$116.66
8	300 Watt Transformer ADB (Part # 1ST300666010)	25	ADB or equivalent	ADB	**$120.00**	ADB	$145.83
9	Termination Kits, Integro (Part # 11174-01)	150	Integro or equivalent	Integro	**$11.90**	Integro	$12.00
10	Light Assembly, ADB (Part # ETES/1110)	20	ADB or equivalent	ADB	$158.00	ADB	**$150.00**
11	Light Assembly Cord Set, ADB (Part # 44A1701/15 L823)	50	ADB or equivalent	ADB	**$12.00**	ADB	$16.38
12	Head Assembly 14 inch, ADB (Part # 44B484/1X L861)	20	ADB or equivalent	ADB	$37.00	ADB	**$35.50**

(Items 5-12) are to be bid per the brand name specified or equivalent. (As per instructions on Bid Form)

Item	Description	Approximate Annual Usage Quantity	Brand	Brand	Unit Bid Price (Per Bulb)	Brand	Unit Bid Price (Per Bulb)
13	Field Lighting Arrestors, ADB (Part # 44A6102)	6	ADB or equivalent	ADB	**$357.00**	ADB	$500.00
14	LED In-Pavement Lights (white) ADB (Part # ADB/IREL/3220110)	6	ADB or equivalent	ADB	$1,382.00	ADB	**$1,218.75**
15	130 Electrical Splicing Tape - 1 inch	100	ADB or equivalent	ADB	No Bid	ADB	**$32.21**
16	Airfield Wire: Spool (3000 ft.) Rome XLP power cable (8 AWG C U 5 KV non-shielded FAA L 824 Type C)	2	Rome brand or equivalent	Rome	$1,950.00	Rome	**$1,550.00**

(Item 13-16) are to be bid per the brand name specified or equivalent. (As per instructions on Bid Form)

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, _____, _____, _____.

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

blueglobes, llc
Company Name

819 Harmony Road, Suite 200
Address

Eatonton, Georgia 31024
City State Zip

Signature of Person Authorized to Sign

Stephen J. Petrie
Printed Name

Member
Title

For clarification of this offer, contact:

Max Moody
Name

(706) 923-2661, (706) 923-2801
Phone Fax

sales@blueglobesmail.com
E-mail

Bidder Must Complete & Return This Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No.14-001/JW, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Must Complete & Return This Form With Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

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

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, _____, _____, _____.

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

Airport Lighting Company
Company Name

108 Fairgrounds Dr
Address

Manlius NY 13104
City State Zip

Stephen Shaw II
Signature of Person Authorized to Sign

Stephen Shaw II
Printed Name

Sales Manager
Title

For clarification of this offer, contact:

Steve Shaw
Name

315-682-6466 315-682-6469
Phone Fax

steves@airportlightingcompany.com
E-mail

Bidder Must Complete & Return This Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No.14-001/JW, Term Contract for Lighting Supplies for Runway and Taxiway at Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Carolyn L. Guidry
County Clerk

Bidder Must Complete & Return This Form With Offer.

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR

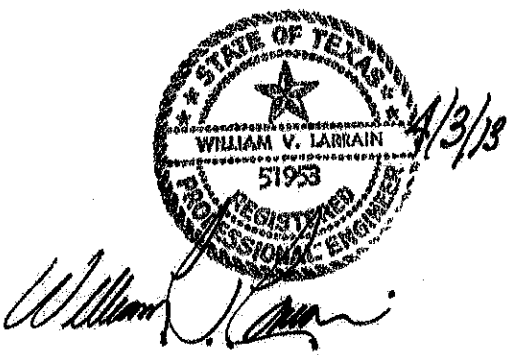
JEFFERSON COUNTY

CHEEK COMMUNITY SEWER IMPROVEMENTS PROJECT

LOW PRESSURE SEWER SYSTEM – CHEEK PHASE III

CHEEK AREA COMMUNITY
JEFFERSON COUNTY, TEXAS

"Texas Community Development Block Grant Program"
TXCDBG Contract No. 711281
d.p. Job No. 112-29B



d.p. Consulting Engineers, Inc.
3727 Doctors Drive
Port Arthur, Texas 77642
Phone: (409) 983-6263
Fax: (409) 983-6265
Email: dp@dpengineersinc.com
Firm Reg.: F-3356

d.p. Consulting Engineers, Inc.
3727 Doctors Drive
Port Arthur, TX 77642
Phone: 409-983-6263
Fax : 409-983-6265
Firm Registration: F-3356
Email : dp@dpengineersinc.com

ADDENDUM NO. 1

Addendum Issued Date: April 24, 2013

Cheek Community Sewer Improvements – Cheek Phase III

Jefferson County, Texas

Bid No.: IFB 13-006/KJS

TXCDBG NO. 711281

d.p. Job No. 112-298

The following information is offered for clarification or modification to the project information you now hold.

1. **CONTRACT DOCUMENT**

(a) Revise **Legal Notice** *First Paragraph, Second Line* to read as follows:

"All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than **11:00 AM, Tuesday, May 7, 2013**."

(b) Revise **Legal Notice** *Fifth Paragraph* to read as follows:

BID NAME:	Cheek Community Sewer Improvements – Cheek Phase III
BID NO:	IFB 13-006/KJS
DUE DATE/TIME:	**11:00 am, May 7, 2013**
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

(c) Replace **Notice to Bidders** *Page 1* with revised **Notice to Bidders** *Page 1* attached.

Clarification: Bid Date has been delayed one week to **May 7, 2013.**

(d) Revise **Standard Form of Agreement** *Page 16, Second Paragraph bullet list* to read as follows:

- **Install approximately 7,520 L.F. of 4" and approximately 115 L.F. of 3" PVC SDR-26 Low Pressure Sanitary Sewer Force Mains.**
- **Install Eleven (11) grinder pump units.**

(e) Revise **Summary of Work** *§1. Installation of Low Pressure Sewer Force Main, First Paragraph, First Sentence to read as follows:*

"Install approximately **7,520 L.F.** of 4" (6", if alternate bid is accepted), **300 L.F.** 6" HDPE Directionally Drilled and approximately **115 L.F.** of 3" PVC SDR-26 Class 160 Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings."

(f) Revise **Summary of Work** *§2 Installation of Simplex Grinder Pump Units, First Line to read as follows:*

"Furnish and install **Eleven (11)** fully operational Grinder Pump Units per plans and".....

d.p. Consulting Engineers, Inc.
3727 Doctors Drive
Port Arthur, TX 77642
Phone: 409-983-6263
Fax : 409-983-6265
Firm Registration: F-3356
Email : dp@dpengineersinc.com

(g) Revise **Summary of Work** *§3 Service Lines, First Sentence to read as follows:*

"Short side services consist of installing the 1 ¼" Polyethylene pipe, shut off valve, check valve and valve box at the property line per Plan Details ***(See Sheet 11 of 13).***"

2. **BID PROPOSAL**

(a) Replace **Bid Proposal** *Pages 84 to 87* with revised **Bid Proposal** *Pages 84 to 87* attached.

(b) Replace **Alternate Bid Proposal** *Pages 88 to 91* with revised **Alternate Bid Proposal** *Pages 88 to 91* attached.

(c) Replace **Supplemental Items Proposal** *Page 92* with revised **Supplemental Items Proposal** *Page 92 and 92A* attached.

Clarification: Quantities for several Bid Items have been revised and one additional bid item is added to the Bid Proposal and Alternate Bid Proposal, for service lines by linear foot. Additional Supplemental Items are added to allow for installation of 2" force main if the County elects on extended services.

3. **CONSTRUCTION PLANS**

(a) Replace **Plans Sheets 9 and 12** with revised **Plan Sheets 9 and 12** attached.

(b) **Plan Sheet 9A**, attached, has been added to the Construction Plans to show profile details of "Bore & Casing" under the County Roads.

Clarification: Plan Sheet-9 includes additional force mains along Boyt Road. A pipe bedding detail for mainline force main is added to the Plan Sheet 12.

4. **LIST OF ADDRESSES FOR GRINDER UNIT INSTALLATIONS**

Residents receiving new grinder units are listed in the attachment.

5. **WAGE RATE DECISION**

The most recent Wage Rate *General Decision Number TX130079 04/05/2013 TX79*, attached, has been added to the bid document.

6. Temporary easements will be procured from the property owners receiving service lines and grinder units allowing the General Contractor right of access onto private property to install the said improvements.

Received

Date: 4-24-2013 **Acknowledged:** Terry Allen

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

Cheek Community Sewer Improvements Project

Jefferson County, Texas

IFB 13-006/KJS|TXCDBG Contract No. 711281|d.p. Job No. 112-29B

LIST OF ADDRESSES FOR GRINDER UNIT INSTALLATIONS

NO.	ADDRESSES	REMARKS
1	7955 Boyt Road, Beaumont, TX 77713	
2	7293 Boyt Road, Beaumont, TX 77713	
3	7187 Boyt Road, Beaumont, TX 77713	
4	7391 Boyt Road, Beaumont, TX 77713	
5	6574 Boyt Road, Beaumont, TX 77713	
6	7257 Boyt Road, Beaumont, TX 77713	
7	6852 Boyt Road, Beaumont, TX 77713	
8	6608 Boyt Road, Beaumont, TX 77713	
9	9833 Lawhon Road, Beaumont, TX 77713	
10	7231 Boyt Road, Beaumont, TX 77713	
11	7369 Boyt Road, Beaumont, TX 77713	

General Decision Number: TX130079 04/05/2013 TX79

Superseded General Decision Number: TX20120079

State: Texas

Construction Type: Heavy

Counties: Hardin, Jefferson and Orange Counties in Texas.

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

Modification Number	Publication Date
0	01/04/2013
1	04/05/2013

* ELEC0479-003 12/31/2012

	Rates	Fringes
ELECTRICIAN	$ 26.00	11.42

SUTX2000-002 02/11/2000

	Rates	Fringes
Carpenters:		
Form Building/Form Setting	$ 13.15	
All Other Work	$ 13.56	
Concrete Finisher	$ 13.50	
Laborers:		
Common	$ 7.41	
Pipelayer	$ 8.29	
Painters:		
Spray and Brush	$ 12.07	
PILEDRIVERMAN	$ 13.65	
PLUMBER	$ 18.28	4.69
Power equipment operators:		
Backhoe	$ 15.55	1.89
Bulldozer	$ 15.00	
Crane	$ 13.77	
Front End Loader	$ 10.63	
Trackhoe	$ 15.60	
Truck drivers:		
Dump	$ 10.00	

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

==========

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the

wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION

d.p. Consulting Engineers, Inc.
3727 Doctors Drive
Port Arthur, TX 77642
Phone: 409-983-6263
Fax : 409-983-6265
Firm Registration: F-3356
Email : dp@dpengineersinc.com

ADDENDUM NO. 2

Addendum Issued Date: April 25, 2013

Cheek Community Sewer Improvements – Cheek Phase III

Jefferson County, Texas

Bid No.: IFB 13-006/KJS

TXCDBG NO. 711281

d.p. Job No. 112-29B

The following information is offered for clarification or modification to the project information you now hold.

1. **SPECIAL PROVISION**

   Special Provision *Paragraph 40* is added and reads as follows:

   40. All PVC Sanitary Sewer Force Main piping shall be **GREEN** in color. All HDPE piping shall have a **GREEN** stripe. Detector tape as described in Special Provision *Paragraph 37* is still required.

Received

Date: 4-26-2013 **Acknowledged:**

The changes listed above will be considered part of the Bid Package. Bidders are advised that each Addendum issued must be recognized by signature and a copy of all addenda must be submitted with Bid.

JEFFERSON COUNTY
PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

April 8, 2013

LEGAL NOTICE
Advertisement for Invitation for Bids

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for Bid (IFB 13-006/KJS), Cheek Community Sewer Improvements – Cheek Phase III. All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM, Tuesday, April 30, 2013. Bids will be publicly opened and read at that time.

Specifications and plans are available for a non-refundable $75.00 charge at d.p. Consulting Engineers, Inc. 3727 Doctors Drive, Port Arthur, Texas 77642. Contact Number 409-983-6263. For questions and addendums see http://www.co.jefferson.tx.us/Purchasing/main.htm or call Karen Smith, Jefferson County Assistant Purchasing Agent at 409-835-8593.

A mandatory Pre-Bid Conference will be held on April 18, 2013 at 10:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701.

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

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

BID NAME:	**Cheek Community Sewer Improvements – Cheek Phase III**
BID NO:	**IFB 13-006/KJS**
DUE DATE/TIME:	**11:00 AM, April 30 , 2013**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, TX77701**

Sincerely,

Deborah Clark

Deborah L. Clark
Jefferson County
Purchasing Agent

Publish: The Beaumont Enterprise and The Port Arthur News on April 10th & 17th, 2013.

IFB 13-006/KJS
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Notice to Bidders

IFB 13-006/KJS

SEALED BIDS, IN TRIPLICATE, SHALL BE SUBMITTED TO:

JEFFERSON COUNTY PURCHASING DEPARTMENT, FIRST FLOOR
JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET, BEAUMONT, TEXAS 77701

NO LATER THAN 11:00 AM, CENTRAL TIME, TUESDAY, MAY 7, 2013

MARK ENVELOPE:
"IFB 13-006/KJS- SEALED BID"

JEFFERSON COUNTY WILL NOT BE RESPONSIBLE
FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES.

There is no expressed or implied obligation for Jefferson County to reimburse responding bidders for any expense incurred in preparing bid in response to this request and Jefferson County will not reimburse bidders for these expenses.

All bids must be received in the Purchasing Department before opening at **11:00AM CST on May 7, 2013**. Bids received after the date and time above will be considered void and unacceptable and returned to the vendor unopened. Jefferson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

PLEASE TAKE NOTE OF THE FOLLOWING COUNTY HOLIDAYS:

January 1, 2013	September 2, 2013
January 21, 2013	November 11, 2013
February 18, 2013	November 28 & 29, 2013
March 29, 2013	December 25& 26, 2013
May 27, 2013	January 1, 2014
July 4, 2013	

FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Notice to Bidders and accompanying Specifications and Bid Forms must be completed prior to submission. Failure to complete forms/affidavits may render your bid null and void. Bids will be opened and read aloud in the Commissioners' Courtroom, Fourth Floor, 1149 Pearl Street, Beaumont, Texas.

In the event the Commissioners' Courtroom is in use at time of opening, bids will be opened in the Conference Room of the County Judge.

Hours for the Purchasing Department are 8:00 am – 5:00 pm central time, Monday - Friday.

General Terms and Conditions Of Bidding and Terms Of Contract

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

1.0 Bidding

1.1 Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents," the IFB number, name of bidder, and the date and time of bid opening.

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

Jefferson County Purchasing Department
1149 Pearl Street, First Floor
Beaumont, TX 77701

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

1.4 The bid shall be legibly printed in ink or typed.

1.5 Erasures or other corrections in the bid must be noted over the signature of the bidder.

1.6 All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

1.7 Authorized Signatures. The bid must be executed personally by the bidder, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the bidder shall accompany the bid to become a valid bid, and must include the complete address of the bidder.

1.8 Late Bids. Bids must be in the Purchasing Department before or at 11:00am by submission deadline. Bids received after 11:00am, the submission deadline, shall be rejected as non-responsive and returned unopened.

1.9 Withdrawal of Bids Prior to Bid Opening. A bid may be withdrawn before opening by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at 11:00am submission deadline. Jefferson County reserves the right to withdraw a request for bids before the specified opening date and time.

1.10 Withdrawal of Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.11 Bid Amounts. Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.12 Exceptions and/or Substitutions. All bids meeting the intent of the specifications and plans will be considered for award. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. The absence of stated exceptions and/or substitutions shall indicate that the bidder has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.13 Alternates. No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

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

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

1.16 Tax Exempt Status. Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.17 Quantities. Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.18 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

1.20 Addenda. Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be distributed to all known recipients of bid documents. Bidders shall acknowledge receipt of all addenda with submission of bid.

1.21 General Bid Bond/Surety Requirements. Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award. Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's Check payable without recourse to Jefferson County, or a bid bond with corporate surety authorized to conduct business in Texas.

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

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

vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

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

1.25 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the bidder. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

1.26 Public Bid Opening. Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2.0 Inspection of Site

2.1 Each bidder should visit the site of the proposed work and become fully acquainted with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

3.0 Performance

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

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

3.3 Delivery Location. All deliveries will be made to the address(s) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

3.7 Operating Instructions and Training. Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the

request of Jefferson County. Instructions and training shall be at no additional cost to the County.

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

3.9 Compliance with Federal, State, County, and Local Laws. Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances in effect for Jefferson County or the State of Texas at the time of performance.

3.10 OSHA. The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

3.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

3.12 Samples, Demonstrations and Testing. At Jefferson County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

3.13 Acceptability. All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

3.14 Maintenance. Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

3.16 Evaluation. Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using

department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to this bid.

4.0 Notice to Proceed/Purchase Orders and Payment

4.1 Purchase Orders. A purchase order(s) or written Notice to Proceed shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

4.2 Invoices. All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department. Invoices should be sent directly to the Jefferson County Auditor, Patrick Swain, located at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701.

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

4.4 Funding. Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

5.0 Contract

5.1 Contract Definition/Contract Agreement. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful bidder and Jefferson County.

5.2 Changes in the Work

5.2.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

5.2.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

5.2.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in

case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

5.2.4 Each change order shall include in its final form:

5.2.4.1 A detailed description of the change in the work.

5.2.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

5.2.4.3 A definite statement as to the resulting change in the contract price and/or time.

5.2.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5.2.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

5.3 Claims for Extra Cost

5.3.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

5.3.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

5.3.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

5.3.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

5.4 Termination, Delays, and Liquidated Damages

5.4.1 Right of the Owner to Terminate Contract. In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such

materials, appliances, and plant as may be on the site of the work and necessary therefore.

5.4.2 Liquidated Damages for Delays. If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of$500.00for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

5.4.3 Excusable Delays.

5.4.3.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

5.4.3.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

5.4.3.3 Any acts of the Owner;

5.4.3.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5.4.3.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

5.6 Disputes.

5.6.1 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim

will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

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

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

5.7 Conflict of Interest.

5.7.1 Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

5.7.2 When conflict of interest is discovered, it shall be grounds for termination of contract.

5.8 Injuries or Damages Resulting from Negligence. Successful bidder shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with related court costs, which may be obtained against Jefferson County growing out of such injury or damages.

5.9 Interest by Public Officials. No public official shall have interest in this contract except, in accordance with Texas Local Government Code.

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

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

5.12 5.12 Venue. This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

5.13 5.13 Sale, Assignment, or Transfer of Contract. The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

5.14 5.14 Silence of Specifications. The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

6.0 Execution of Agreement/Performance and Payment Bonds

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

6.2 The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as Jefferson County may grant, shall constitute a default and Jefferson County

may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, Jefferson County may charge against the bidder the difference between the amount of the bid and the amount for which a contract is subsequently executed, irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Jefferson County for a refund.

7.0 Statement of Bidder's Qualifications

7.1 Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. Jefferson County shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish Jefferson County all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy Jefferson County that the bidder is qualified to carry out properly the terms of the contract.

8.0 Interpretation of Addenda

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

9.0 Minority-Women Business Enterprise Participation

9.1 It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

10.0 10. Non Discrimination

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

11.0 Equal Employment Opportunity

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

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

Bid REQUIREMENT

1.1 Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Name,** and marked **"SEALED BID".** Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Multiple VENDOR AWARD

2.2 Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

Delivery

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

Payment

4.1 Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

4.2 Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Payments TO Contractor

5.1 Partial Payments

5.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Jefferson County Auditor, Patrick Swain, for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Jefferson County Engineer.

5.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

5.2 Final Payment

5.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

5.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

5.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

5.3 Payments Subject to Submission of Certificates. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

5.4 Withholding Payments. The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

Usage Reports

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

Insurance

7.1 The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2014

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

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

PRODUCER INSURICA 6011 Garth Road Suite A Baytown TX 77521	CONTACT NAME: Beth Ann Bridwell, AIS, CIC, PHONE (A/C, No, Ext): (281) 421-7605 FAX (A/C, No): (866) 652-9381 E-MAIL ADDRESS: bbridwell@INSURICA.com
INSURED T. Johnson Industries, Inc. DBA Johnson Backhoe Service P. O. Box 8009 Lumberton TX 77657	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Ins. Co. — 20508 INSURER B: Continental Casualty Company — 20443 INSURER C: American Casualty Co. of — 20427 INSURER D: — INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** CL1322775534 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			5091117504	3/19/2013	3/4/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [x] HIRED AUTOS [X] NON-OWNED AUTOS			5091117499	3/4/2013	3/4/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5091117518	3/19/2013	3/4/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5091475007	3/4/2013	3/4/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment Rented & Leased			5091117504	3/19/2013	3/4/2014	Max Per Item Max per occurrence	$350,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROJECT: Cheek Community Sewer Improvements

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R Zeringue, CIC/BBRID Randy Zeringue

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COMMENTS/REMARKS

The General Liability, Auto and Umbrella Policies include a Blanket Additional Insured endorsement.
The General Liability, Auto, Umbrella and Workers Comp. Policies includes a Blanket Waiver of Subrogation.
The General Liability includes Primary wording.

All above are as required by written contract subject to policy terms, conditions and exclusions.

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CERTIFICATE

ADDITIONAL INSUREDS

Who is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests – Land Is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV – Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

2. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Paragraph 2.a.(1)(d) of Section II – Who Is An Insured is deleted.

3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II – Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

B. The last paragraph of Section II – Who Is An Insured is deleted and replaced by the following:

Except as provided in Paragraph 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

A. Under Section I – Supplementary Payments – Coverages A and B, Paragraph 1.b., the limit of $250 shown for the cost of bail bonds is replaced by $2,500;

B. In Paragraph 1.d., the limit of $250 shown for daily loss of earnings is replaced by $1,000.

11. LIQUOR LIABILITY

Exclusion c. of Section I – Coverage A is deleted.

12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of Section II – Who Is An Insured is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

15. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the Insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the Insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage C regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the Insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the Insured.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the Insured:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Single Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.

D. If a single construction project away from premises owned by or rented to the Insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

18. EXPANDED BODILY INJURY

Section V – Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

The endorsement EXCLUSION – CONSTRUCTION WRAP-UP PROGRAM which is attached to this policy is amended as follows:

A. If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then it is amended to add the following:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to:

1. Your liability for "bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf;

2. Your liability for "bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

B. The following is added to Paragraph 4.b.(1) of Section IV-Commercial General Liability Conditions

This insurance is excess over:

(b) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

C. The following is added to **Section V – Definitions:**

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

21. **CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

"Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

22. **BLANKET WAIVER OF SUBROGATION**

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

23. **IN REM ACTIONS**

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personem against you.

CNA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf

   in the performance of your ongoing operations specified in the "written contract"; or
   c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      (1) The "written contract" requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
   a. Required by the "written contract";
   b. Described in B.1. above; or
   c. Afforded to you under this policy.
3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
   a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities; or
   b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

   An additional insured under this endorsement will as soon as practicable:
   (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
   (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
   (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
   (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."
2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

   4. Other Insurance

   a. Primary Insurance

   This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
   a. The "bodily injury" or "property damage"; or
   b. The offense that caused the "personal and advertising injury"

   for which the additional insured seeks coverage under this Coverage Part.

POLICY NUMBER: 5091117504 COMMERCIAL GENERAL LIABILITY

CG 02 05 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	Name: **'Per Schedule On File'** **Cancellation notification to the above entities will not apply to cancellation for non payment of premium**
2.	Address:
3.	Number of days advance notice: 30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV).

III. **Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. **BUSINESS AUTO CONDITIONS**

A. **Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. **Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. **Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. **Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. **Policy Period, Coverage Territory**

Section IV, Paragraph B. 7.(5).(e). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. **DEFINITIONS**

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

CNA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. **LIABILITY COVERAGE**

A. **Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

(2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. **Ball Bonds and Loss of Earnings**

Section II, Paragraphs A.2.(2) and A.2.(4) are revised as follows:

1. In a.(2), the limit for the cost of ball bonds is changed from $2,000 to $5,000; and

2. In a.(4), the limit for the loss of earnings is changed from $250 to $500 a day.

C. **Fellow Employees**

POLICY NUMBER: 5091117499 COMMERCIAL AUTO CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03/04/2013	Countersigned By:
Named Insured: T. Johnson Industries, Inc	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
Any person or organization which is required to be named as a result of a written contract with you

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CA 20 48 02 99 Copyright, Insurance Services Office, Inc., 1998 Page 1 of 1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – NOTICE OF CANCELLATION OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective 03/04/2013	Policy Number 5091117499
Named Insured T. Johnson Industries, Inc.	Countersigned by
	(Authorized Representative)

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Number of days advance notice: 30

2. Name: 'Per Schedule On file'

Cancellation notification to the above entities will not apply to cancellation for non payment of premium

3. Address:

Policy Number: 5091475007 WC 42 03 04A

(ED. 1-00)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS LOCATIONS AND OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium SEE SCHD

Policy Number: 5091475007
WC 42 06 01 (Ed. 7-84)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: 'Per Schedule on File'

Cancellation notification to the above entities will not apply to cancellation for non payment of premium

7.2 All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

7.3 **Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as ADDITIONAL INSURED.**

7.4 All insurance must be written by an insurer licensed to conduct business in the State of Texas.

MINIMUM INSURANCE REQUIREMENTS

Public Liability	$300,000.00
Property Damage	$300,000.00
Bodily Injury	$300,000.00
Excess Liability	$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

Workers' COMPENSATION INSURANCE

8.1 Definitions:

8.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

8.1.2 Duration of the project. Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

8.1.3 Persons providing services on the project ("subcontractor") in article 406.096. Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

8.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs I.1. – I.7., with the certificates of coverage to be provided to the person for whom they are providing services.

8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll

amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

COUNTY OF JEFFERSON

Standard Form of Agreement for Owner-Contractor Projects

State of TEXAS }
County of JEFFERSON }

THIS AGREEMENT, made and entered into this 15th day of JAN., A.D. ~~2013~~ 2014 by and between Jefferson County of the COUNTY of JEFFERSON in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and T. Johnson Industries, Inc. of the City of Lumberton County of Hardin in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of sewer facilities described as follow:

- **Install approximately 7,520 L.F. of 4" and approximately 115 L.F. of 3" PVC SDR-26 Low Pressure Sanitary Sewer Force Mains.**
- **Install eleven (11) grinder pump units**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by d.p. Consulting Engineers, Inc., herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 180 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 180 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

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

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

Jefferson County
Party of the First Part (OWNER)

By: _____

ATTEST: _____

T. Johnson Industries, Inc.
Party of the Second Part (CONTRACTOR)

By: _____ PRESIDENT

ATTEST: _____

SAMPLE

General Contract Conditions for Construction

1.0 Contract AND CONTRACT DOCUMENTS

1.1 The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.

1.2 The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2.0 Definitions

2.1 Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

2.1.1 The term "Contract" means the Contract executed between the Jefferson County, hereinafter called the Owner and T. Johnson Industries, Inc., hereinafter called Contractor, of which these GENERAL CONDITIONS form a part.

2.1.2 The term "Project Area" means the area within which are the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this contract.

2.1.3 The term "Engineer" means d.p. Consulting Engineering, Inc., Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner for the purpose of directing or having in charge the work embraced in this Contract.

2.1.4 The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3.0 SUPERVISION BY CONTRACTOR

3.1 Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

3.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4.0 SUBCONTRACTS

4.1 The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.

4.2 No proposed subcontractor shall be disapproved by the city/county except for cause.

4.3 The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

4.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.

4.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5.0 FITTING AND COORDINATION OF WORK

5.1 The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6.0 PAYMENTS TO CONTRACTOR

6.1 Partial Payments

6.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

6.1.2 Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

6.2 Final Payment

6.2.1 After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

6.2.2 The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

6.2.3 Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

6.3 Payments Subject to Submission of Certificates

6.3.1 Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

6.4 Withholding Payments

6.4.1 The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or

material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7.0 CHANGES IN THE WORK

7.1 The Owner may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the CDBG staff prior to execution of same.

7.2 Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

7.3 If applicable unit prices are contained in the Agreement, the Owner may order the Contractor to proceed with desired unit prices specified in the Contract, provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

7.4 Each change order shall include in its final form:

7.4.1 A detailed description of the change in the Work.

7.4.2 The Contractor's proposal (if any) or a confirmed copy thereof.

7.4.3 A definite statement as to the resulting change in the contract price and/or time.

7.4.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

7.4.5 The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8.0 CLAIMS FOR EXTRA COST

8.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

8.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

8.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

8.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

9.1 Right of the Owner to Terminate Contract.

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

9.3 Liquidated Damages for Delays.

9.3.1 If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $500.00 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

9.4 Excusable Delays.

9.4.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

9.4.2 Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

9.4.3 Any acts of the Owner;

9.4.4 Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

9.4.5 Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10.0 ASSIGNMENT OR NOVATION

10.1 The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the

written consent of the Owner, provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11.0 DISPUTES

11.2 All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law of fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

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

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

12.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

12.1 Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

13.0 SHOP DRAWINGS

13.1 All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six (6) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

13.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

13.3 If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14.0 REQUESTS FOR SUPPLEMENTARY INFORMATION

14.1 It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

15.0 MATERIALS AND WORKMANSHIP

15.1 Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

15.2 The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

15.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

15.4 Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

15.5 The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16.0 SAMPLES, CERTIFICATES AND TESTS

16.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

16.2 Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

16.3 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

16.4 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

16.4.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

16.4.2 The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

16.4.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

16.4.4 The Owner will pay all other expenses.

17.0 PERMITS AND CODES

17.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

17.2 Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the Owner.

17.3 The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

17.4 The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

17.5 The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

17.6 During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18.0 CARE OF WORK

18.1 The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

18.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

18.3 In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.

18.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

18.5 The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

19.0 ACCIDENT PREVENTION

19.1 No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

19.2 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

19.3 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

19.4 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

19.5 The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

19.6 The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20.0 SANITARY FACILITIES

20.1 The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

21.0 USE OF PREMISES

21.1 The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

21.2 The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

22.0 REMOVAL OF DEBRIS, CLEANING, ETC.

22.1 The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

23.0 INSPECTION

23.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

23.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

23.3 The Contractor shall notify the Owner sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.

23.4 Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the

requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

23.5 Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

23.6 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24.0 REVIEW BY OWNER

24.1 The Owner and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

25.0 FINAL INSPECTION

25.1 When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Owner will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

26.0 DEDUCTION FOR UNCORRECTED WORK

26.1 If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

27.0 INSURANCE

27.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

27.1.1 Compensation Insurance. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

27.1.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this

contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: _____

27.1.3 Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

28.0 WARRANTY OF TITLE

28.1 No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

29.0 WARRANTY OF WORKMANSHIP AND MATERIALS

29.1 Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

30.0 COMPLIANCE WITH AIR AND WATER ACTS

30.1 In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

30.1.1 Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.

30.1.2 He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

30.1.3 Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

30.2 If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31.0 EQUAL EMPLOYMENT OPPORTUNITY

31.1 The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

31.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

31.3 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

31.4 The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

31.5 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

31.6 The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

31.7 The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

31.8 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

31.9 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32.0 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

32.1 The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

33.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

33.1 No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

34.0 THE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES

34.1 To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

34.2 The Contractor will include this clause in every subcontract for work in connection with the project.

35.0 NON SEGREGATED FACILITIES

35.1 The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

36.0 JOB OFFICES

36.1 The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Owner shall be consulted with regard to locations.

36.2 Upon completion of the improvements, or as directed by the Owner, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

37.0 PARTIAL USE OF SITE IMPROVEMENTS

37.1 The Owner may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

37.1.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

37.1.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

37.1.3 The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38.0 CONTRACT DOCUMENTS AND DRAWINGS

38.1 The Local Public Agency will furnish the Contractor without charge two (2) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

39.0 CONTRACT PERIOD

39.1 The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be fully completed within _180_calendar days thereafter.

40.0 LIQUIDATED DAMAGES

40.1 Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars ($ 500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

Federal Labor Standards Provisions

U.S. Department of Housing And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account(except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof)due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made apart hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fid fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c)In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate),HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs(1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number1215-0149.)

(b)Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional FormWH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraphA.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor

Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified byte Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates(expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved byte Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CAR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 Carports 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as contractor and a subcontractor as provided in 29 CFR5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD orbits designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in anyway the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed byte contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Bidder Contact Information

IFB 13-006/KJS

T. Johnson Industries, Inc.
Company Name

P.O. Box 8009
Address

Lumberton TX 77657
City State Zip

Signature of Point of Contact

President
Title

Point of contact for this offer:

Terry Johnson SR
Name (Printed)

(409) 246-2440 (409) 246-3229
Phone Fax

tjohnsonjnc@gt.rr.com
E-mail

Bid bond return address:

Prime Contractor's Local Opportunity Plan

T. Johnson Industries, Inc. agrees to implement the following specific affirmative
Name of Company

action steps directed at increasing the utilization of lower income residents and businesses within the COUNTY of JEFFERSON.

A. To ascertain from the Locality's program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.

F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.

G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.

H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.

J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.

K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

L. For employment, 30 percent of all "new" hires, at all levels, in conjunction with the TDRA project must be Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.

M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from house rehabilitation and other public construction awarded through this grant and at least 3 percent of the total dollar amount of all Section 3 covered contracts must be targeted to Section 3 business concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet the goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of T. Johnson Industries, Inc., we the undersigned have

Name of Construction Company

read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

We appoint Lisa Wright as our EEO Officer.

Signature of Appointing Officer

President

Title

1-15-14

Date

Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business
MATERIAL VENDOR	2	62,000 00	2	62,000 00
ELECTRICAL	1	10,000 00	1	10,000 00

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with L/M Residents
OPERATOR	2	5	0	0
HELPERS	4	8	0	0
Totals				

Statement Of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: T. Johnson Industries, Inc. Date Organized: Sept. 1981

Address: P.O. Box 8009 Lumberton, Tx. 77657 Date Incorporated: Dec. 1991

Number of Years in contracting business under present name: 31

CONTRACTS ON HAND:

Contract	Amount $	Completion Date
Orange Cnty. WCID#1	1,600,000.00	Oct. 2013

Type of work performed by your company: Water & Wastewater Construction

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed
Hamshire Water Line	1,010,000.	FEB. 2013
Lumberton M.U.D.	2,200,000.	Aug. 2012

Major equipment available for **this** contract: Whatever Necessary

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project. Lumberton

Credit available: $ 1,000,000. Bank reference: Compas – Ron

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County of Jefferson, Tx. in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 7 day of May, 2013

By:(signature) [signature] Title: PRESIDENT

(print name) Terry T. Johnson, Sr.

Contractor Certifications

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

T. Johnson Industries, Inc
P.O. Box 8009
Lumberton, TX 77657

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☑ Yes ☐ No

The undersigned hereby certifies that:

☑ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☑ The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

☑ The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

☑ The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☑ No

NAME AND TITLE OF SIGNER (Please type)

Terry Johnson, Sr

SIGNATURE

DATE

1-15-14

Section 504 Certification

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The T. Johnson Industries, Inc does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Terry Johnson Sr.

(Address) P. O. Box 8009

Lumberton TX 77677

City State Zip

Telephone Number (409) 246 - 2440 Voice

( ) _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any) TXCDBG Contract No. 711281
C/O	PROJECT NAME Cheak Community Sewer Improvements Project - Low Pressure Sewer System - Cheak Phase III

1. The undersigned, having executed a contract with Jefferson County, TX for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

   (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   T. Johnson Industries, Inc
   PO Box 8009
   Lumberton, TX 77657

   (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF Texas
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Terry Johnson, Sr	President	P.O. Box 8009 Lumberton, TX 77657

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date 1-15-14

T. Johnson Industries, Inc.
(Contractor)

By

Non-collusion Affidavit of Prime Bidder

State of TEXAS }

County of JEFFERSON }

Terry Johnson, Sr., being first duly sworn, deposes and says that:

(1) He is PRESIDENT of T. JOHNSON INDUSTRIES, INC., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Jefferson County, TX. (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Terry Johnson

PRESIDENT
Title

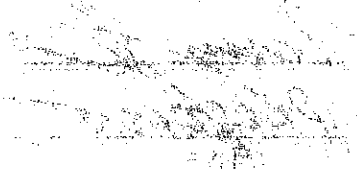
Subscribed and sworn to me this 7 day of May, 2013

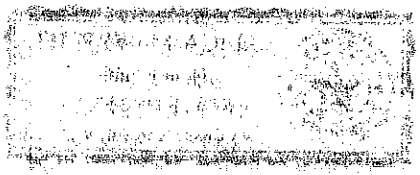
By: Alica M. Wright

Notary Public

ALICA M. WRIGHT
Notary Public
STATE OF TEXAS
My Comm. Exp. July 9, 2016

My commission expires 7-9-2016





SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we T. Johnson Industries, Inc., 1443 Highway 69, Kountze, TX 77625 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson County, 1149 Pearl Street, 1st Floor, Beaumont, TX 77701 as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Cheek Community Sewer Improvements Project - Low Pressure Sewer System - Cheek Phase III.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 7th day of May, 2013.

T. Johnson Industries, Inc.
(Principal)

BY: Jerry

TITLE: PRESIDENT

SureTec Insurance Company

BY: Melinda Martinez

Melinda Martinez, Attorney-in-Fact

POA #: 4221022 - Baytown

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melinda Martinez, Patricia Piceynski, Randy Zerinque, Don Richardson, Elsie L. Vestal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public, State of Texas
My Commission Expires
May 18, 2013

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of May, 2013, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is void and without any validity.
For verification of the authority of this power you may call (713) 690-0000 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Certificate as to Corporate Principal

I, _____, certify that I am the _____, _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.:5162554

KNOW ALL MEN BY THESE PRESENTS:

THAT, T. Johnson Industries, Inc., 1443 Highway 69, Kountze, Texas 77625 (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Jefferson County, 1149 Pearl Street, Beaumont, Texas 77701 (hereinafter called the Obligee), in the amount of Two Hundred Twenty Eight Thousand, Six Hundred Fifty Three & 50/100 Dollars ($228,653.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 15th day of January 2014 for Cheek Community Sewer Improvements/Install approximately 7,520 L.F. of 4" and approx. 115 L.F. of 3" PVC SDR-26 Low Pressure sanitary sewer force mains/install 11 grinder pump units, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of January, 2014.

Principal: T. Johnson Industries, Inc.

By: [signature] PRESIDENT

Surety: **SureTec Insurance Company**

By: Melinda Martinez
Melinda Martinez Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

Rev. 1-1-06

SureTec Insurance Company

9737 Great Hills Trail, Suite 320
Austin, Tx 78759
512-732-0099

TEXAS STATUTORY PERFORMANCE BOND

Bond No.:5162554

KNOW ALL MEN BY THESE PRESENTS:

THAT, T. Johnson Industries, Inc., 1443 Highway 69, Kountze, Texas 77625 (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Jefferson County, 1149 Pearl Street, Beaumont, Texas 77701 (hereinafter called the Obligee), in the amount of Two Hundred Twenty Eight Thousand, Six Hundred Fifty Three & 50/100 Dollars ($228,653.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 15th day of January, 2014 for Cheek Community Sewer Improvements/Install approximately 7,520 L.F. of 4" and approx. 115 L.F. of 3" PVC SDR-26 Low Pressure sanitary sewer force mains/install 11 grinder pump units, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of January, 2014.

Principal: T. Johnson Industries, Inc

By: Tony Lee President

Surety: **SureTec Insurance Company**

By: Melinda Martinez
Melinda Martinez Attorney-in-Fact

Rev. 1-1-06

POA #: 4221022 - Baytown

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Melinda Martinez, Randy Zerinque, Don Richardson, Elsie L. Vestal

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 10th day of January, 2014, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Attorney's Review Certification
(Recommended)

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Conflict of Interest Questionnaire

For vendor or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.

A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

TERRY JOHNSON SR.

2. ☐ Check this box is 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

   This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

   A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

      ☐ Yes ☑ No

   B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

      ☐ Yes ☑ No

   C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

      ☐ Yes ☑ No

   D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. [signature] 1-15-14

   Signature of person doing business with the governmental entity — Date

Good Faith Effort Determination Checklist

This Information must be submitted with your bid.

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

Did the Prime Contractor/Consultant . . .

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

No HUB Subcontractors submitted a bid for this project

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

Terry Johnson Sr.
Printed Name of Authorized Representative

Terry Johnson
Signature

PRESIDENT
Title

1-15-14
Date

Notice of Intent (NOI) to SUBCONTRACT WITH Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Instructions for Prime Contractor/Consultant: Please submit the form to the Purchasing Agent's Representative after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: T. Johnson Industries, Inc HUB: ☐ Yes ☐ No

Address: PO Box 8009 (Street) Lumberton (City) TX (State) 77657 (Zip)

Phone (with area code): (409) 246-2440 Fax (with area code): (409) 246-3229

Project Title & No.: Cheek Community Sewer Improvements Project - Low Pressure Sewer System - Cheek Phase III TXCDBG Contract No. 711281

Prime Contract Amount: $

HUB Subcontractor Name: N.A.

HUB Status (Gender & Ethnicity):

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

Address: (Street) (City) (State) (Zip)

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

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

Terry Johnson Sr.		1-15-14
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub consultant Change Form"must be completed and faxed to 409-835-8456.

Historically Underutilized Business (HUB)Subcontracting Participation Declaration Form

This information must be submitted with your bid.

Prime Contractor: T. Johnson Industries, Inc HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: P.O. Box 8009 (Street) Lumberton (City) TX (State) 77657 (Zip)

Phone (with area code): (409) 246-2440 Fax (with area code): (409) 246-2440

Project Title & No.: Cheek Community Sewer Improvements Project TXCDBG Contract No 711281 IFB/RFP No.: IFB 13-006/KJS

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Historically Underutilized Business (Hub) Subcontracting Participation Declaration Form

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: NA

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractors listed on Part I.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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

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

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

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

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

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

Subcontractor Name: Electrical Specialties, Inc.

Address: 1550 Langham Bmt., TX. 77707
Street City State Zip

Contact person: Daniel Sweat Title: Project Manager

Phone (with area code): 409-860-5211 Fax (with area code): 409-860-5851

Proposed Subcontract Amount: $9,460.00 Percentage of Prime Contract: 7.1 %

Description of Subcontract Work to be Performed: Electrical

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): TERRY JOHNSON SR.

Title: PRESIDENT

Signature: [signature]

Date: 1-15-14

E-mail address: tjohnsoninc@gt.rr.com

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

Name (print or type): STEVE HARTT

Title: GENERAL MANAGER

Date: 1-15-14

E-mail address: STEVEHARTT@GT.RR.COM

Residence Certification/Tax Form

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that T. Johnson Industries, Inc [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0355470
Company Name submitting bid/proposal:	T. Johnson Industries, Inc
Mailing address:	P.O. Box 8009 Lumberton, TX 77657
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bid Affidavit

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

STATE OF Texas COUNTY OF Hardin

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Terry Johnson, Sr, who

(Name)

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

"I, Terry Johnson, Sr am a duly authorized officer of/agent

(Name)

for T. Johnson Industries, Inc and have been duly authorized to execute the

(Name of firm)

foregoing on behalf of the said T. Johnson Industries, Inc.

(Name of firm)

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

Name and address of bidder: T. Johnson Industries, Inc
PO Box 8009 Lumberton TX 77657

Fax: (409) 246-3229 Telephone#: (409) 246-2440

By: Terry Johnson, Sr Title: President

(Print name)

Signature: Terry Johnson

SUBSCRIBED AND SWORN to before me by the above-named

Terry Johnson, Sr on

this the 15th day of JANUARY, 2014.

Loma C. George Notary Public in and for the State of TEXAS

LOMA C. GEORGE
Notary Public State of Texas
Commission Expires
FEBRUARY 7, 2015

§ 135.38 Section 3 Clause

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Equal Opportunity Guidelines for Construction Contractors

1. **What are the responsibilities of the offer or bidder to insure equal employment opportunity?**

   The offer or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to insure a comfortable working environment for all employees?**

   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**

   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**

   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**

   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**

   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to ORCA.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**

   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**

   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**

   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time,

location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**

    The construction contractor must notify, both orally and in writing, Section 3,minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**

    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**

    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**

    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. **What efforts are made to utilize minority and female contractors and suppliers?**

    None, however records are kept of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?**

    No, the construction contractor is responsible for its own compliance.

16. **Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?**

    Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**

    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**

    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

Certification of Bidder Regarding Section 3 and Segregated Facilities

T. Johnson Industries, Inc. — Name of Prime Contractor

Cheek Community Sewer Improvements Project TXCDBG No 711281 — Project Name & Number

The undersigned hereby certifies that

a) Section 3 provisions are included in the Contract

b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

c) No segregated facilities will be maintained.

Terry Johnson, Sr - President
Name & Title of Signer (Print or Type)

Terry Johnson
Signature

1-15-14
Date

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Terry Johnson, Sr of T. Johnson Industries, Inc certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: Terry Johnson Date: 1-15-14

Title: President

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items (hat apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter (he full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this

is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box (es).Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.

14. Provides specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

APPROVED BY OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract	a. bid/offer/application	a. initial filing b. material change
b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	b. initial award c. post-award	**For Material Change Only:** year quarter date of last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Prime • Sub-awardee Tier *if known* :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:*
IL **Federal Action Number,** *if known:*	9. Award **Amount,** *if known:* $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLLA, *if necessary)*

11. Amount of Payment *(check all that apply):*	13. Type of Payment *(check all that apply):*
$ actual planned	a. retainer b. one-time fee
12. Form of Payment *(check all that apply):* a. cash b. In-kind: specify: nature value	c. commission d. contingent fee e. deferred f. other: specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, *if necessary)*

15. *Continuation Sheet(s)* **SF-LLLA attached:** Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Terry Johnson, Sr.
Title: President
Telephone No.: 409-246-2440 Date: 1-15-14

Authorized for Local Reproduction

Federal Use Only:

Standard Form LLL (Rev. 7-97)

Section 19 – Special Conditions – concerning required signage on TxCDBG job sites

E. Public buildings, facilities, centers, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

"This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

See Plans for project signage details.

Title 29 Labor

Subtitle A – Office of the Secretary of Labor

PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under *R.S.* 161,*sec. 2, 48 Stat.* §48; *Reorg.* Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix, 5 U.S.C. 301, 40 U.S.C. 276c

SOURCE: The provisions of this Part 3 appearat 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby, sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways,

lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

a. As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347,

"Payroll (For Contractors Optional Use)", or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968)

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

(a) Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the

continuation of employment; or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the reasonable cost of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(j) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not in violation of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

(36 F.R. 9770, May 28, 1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

(a) Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(b) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(c) The deduction is not otherwise prohibited by law;

(d) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(e) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

(a) Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(b) The application shall be in writing and shall be addressed to the Secretary of Labor. The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have change d in regard to the payroll deductions.

{36 F.R. 9770. May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Special Provisions

Cheek Community Sewer Improvements Project
Low Pressure Sewer System – Cheek Phase III
Cheek Area Community
Jefferson County, Texas
IFB 13-006/KJS
d.p. Job No. 112-29B

1. The selection of a CONTRACTOR for this project shall be determined by the low responsive, responsible bid for the proposal. The price bid should include the cost of all items outlined in the summary of work to accomplish the respective task.

*It is the intent for this project to be bid providing a **Four-inch (4")** sanitary sewer force main with an alternate bid upsizing to a **Six-inch (6")** sanitary sewer force main. The **"Bid Proposal"** allows for a complete bid for the 4" force main and the **"Alternate Bid Proposal"** allows for a complete bid for the 6" force main. Separately, the CONTRACTOR shall fill out and submit the **"Supplemental Items Proposal"** which will be considered with each proposal submitted. Award of the contract will be made to one successful contractor based on the following considerations:*

*1) The dollar amount indicated as the Total Price Bid for either the **"Bid Proposal"** or the **"Alternate Bid Proposal"**. Selection of either the **"Bid Proposal"** or the **"Alternate Bid Proposal"** shall be based on the availability of funds.*

*2) Number of **"Calendar Days"** bid on the **"Bid Proposal"** or the **"Alternate Bid Proposal"**.*

*Please indicate the number of Calendar Days in the space provided on the **PROPOSAL FORMS**.*

Bidders are advised that when an Addendum is issued each Addendum must be recognized by signature and a copy of all signed Addendums must be submitted with Bid.

It is the intent of these specifications to pay the CONTRACTOR for those items in the proposal, which he performs on. The CONTRACTOR will not be due profit or any other compensation for those items in the proposal, which are not used, not used completely, or for items deleted from this contract.

2. The CONTRACTOR shall provide the OWNER, upon request, with a financial statement and experience record.

3. A mandatory Pre-Bid Conference will be held on April 18, 2013 at 10:00 AM CST. The conference will be held in the Jefferson County Engineering Department Conference Room located on the fifth floor of the Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas 77701. Any questions should be directed to the ENGINEER, in writing, prior to the bid opening.

4. The ENGINEER shall furnish on the plans convenient benchmarks for the control of grades. Any additional stakes required by the CONTRACTOR shall be set at his expense. When necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation.

5. Where there is conflict of measurement designation between the Specification and the Proposal, the unit of measurement indicated on the Proposal shall prevail.

6. When conflicts exist between the Special Provisions and General Specifications, the Special Provisions shall control.

7. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

a) Comply with safety standard provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction", published by the Associated General CONTRACTORS of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of Code Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

b) Exercise every precaution at all times for the prevention of accidents and the protection of person (including employees and property).

10. Any questions arising on the plans and specifications must be submitted to the ENGINEER in writing prior to **BID OPENING**.

11. Regardless of culpability, the CONTRACTOR shall not be allowed to take advantage of any errors or omissions in these plans and specifications or his work orders. The CONTRACTOR is required to notify the ENGINEER of all errors or omissions as soon as he becomes aware of them. Suitable instructions will be given to the CONTRACTOR by the ENGINEER when such errors or omissions are discovered. No compensation for any delay or down time, including time to receive the ENGINEER'S instructions or approval, shall be allowed. Further, any errors and/or omissions contained in the plans and/or specifications do not

absolve the CONTRACTOR from ultimate and final responsibility for the successful completion of this project to the satisfaction of the ENGINEER. The degree of detail reflected in the plans or lack of same does not absolve the CONTRACTOR from the necessity of conducting an extensive investigation of the project area prior to submission of his/her bid. The CONTRACTOR will not be due any additional compensation for difficulties arising out of his/her failure to inspect, analyze the actual job site prior to submission of his/her bid.

12. The CONTRACTOR is expected to be completely familiar with the provisions contained in these specifications. The CONTRACTOR will not be allowed any additional payment or extension of time due to difficulties caused by his/her failure to acquaint himself/herself with this document.

13. Any and all work which, in the opinion of the ENGINEER, is necessary to complete the project and which is neither specifically listed and/or identified in the bid proposal items not elsewhere in these specifications, shall be considered incidental to the work and the CONTRACTOR will not be due any additional payment for completion of said required work.

14. Liquidation damages for delay beyond specified time for completion are **$500.00** per day.

15. WARRANTY

The CONTRACTOR and/or his Surety will be required by the OWNER to repair, replace, restore, and/or to make to comply strictly in all things with the contract, and the plans and specifications, and any and all of said work and/or materials which within a period of ***One Year*** from and after the date of the passing, approval, and/or acceptance of any such work or materials are found to be defective, or to fail in any way to comply with this contract or with the plans and specifications.

16. The OWNER reserves the right to control the sequence of work.

17. Permits, Licenses and Laws

The CONTRACTOR shall obtain at his own expenses, all necessary permits and licenses from the proper authorities and shall give all notice required by law or ordinance and shall pay all fees and charges incidental to the due and lawful prosecution for the work and shall comply with all laws, ordinances and regulations relating thereto.

18. Although trade names for materials may have been used in the Proposals and Plans for this project, it is intended that materials of equal quality will be acceptable on approval of the ENGINEER and the OWNER. Approval shall be obtained prior to receiving bids.
19. All materials for this project shall meet AWWA Specifications and requirements.
20. This contract is issued by an organization which qualifies for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act as codified in Chapter 151 of the Texas Tax Code.
21. House Bill 1859 provides that retainage can be withheld from payment due the CONTRACTOR, from monthly progress payments for completed work. A 10% retainage will be retained until final payment is made in keeping with the "Texas Community Development Block Grant Program" requirements.
22. Bidders are advised that OWNER reserves the right to reduce any proposal by any amount, in accordance with General Conditions of the Agreement.
23. If a bidder desires to make qualifications in his bid, it shall be done in writing, attached to and submitted with his sealed bid.
24. The CONTRACTOR is responsible for any damage resulting from negligence. The CONTRACTOR will take the necessary steps to prevent these occurrences and damage to OWNERS property or adjacent properties.
25. Utilities: It shall be the CONTRACTOR'S responsibility to contact public and private utility companies in advance of construction, allowing each their respective lead time to locate and to make adjustment as necessary, of water, electric, telephone and gas mains or service lines. The CONTRACTOR shall also notify various utility companies of proposed work and work schedule. The CONTRACTOR will verify the existing utility or pipelines horizontal and vertical locations prior to initiation of construction. No extra payment will be allowed for any extra excavation incurred or downtime, which results from the required location of existing utilities. CONTRACTOR shall keep a notebook of all location requests. Each notation will contain the following information: **Date, Time, Brief Location Summary, Request ID Number, and Call Back Repair Number.** Any damage to utilities as a result of the CONTRACTOR'S negligence will be repaired to the satisfaction of the OWNER of the damaged utility with no compensation due the CONTRACTOR.
26. A Project Sign is required for this project. Sign is to be 4' x 8' format and can be encased in a free standing frame, or can be affixed to an existing chain-link fence for maximum visibility,

vinyl sign is acceptable. No separate pay item will be established for this task. Sign language is provided in the plans portion of this bid packet.

27. All suitable surplus excavated materials will remain the property of the OWNER for use as directed by the engineer. Suitable material may be retained to facilitate site drainage as directed by the ENGINEER.

28. CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services of the project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 workers, and serviced at least once a week. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.

29. Cement stabilized sand for this Project shall contain 1½ sacks of cement per cubic yard of sand.

30. The cleanup for each respective task shall be included in the unit price bid for each item and shall be full compensation for all labor, materials, equipment, etc. required to complete work as directed by the ENGINEER. This item includes the removal of all surplus materials and debris, final grading as required including the import of material required to raise grade to proper elevation following backfill settlement or excessive soil removal. Any ditches disturbed by the construction shall be restored to their original grade.

31. Ditches along roadways shall be restored to original shape and grade. No additional compensation will be made for restoring ditches rutted during construction.

32. The CONTRACTOR shall notify the Jefferson County Sheriff's Department, Fire Department, prior to closing any existing street or roadway.

33. The CONTRACTOR shall maintain streets and roadways as directed by the ENGINEER. This maintenance shall be limited to that amount required to enable suitable traffic movement. Road shell or other suitable material shall be used to provide suitable surface for traffic on streets, driveways, and shoulders. This task is considered incidental to the work and the CONTRACTOR will not be due any additional payment for this required work.

34. Concrete for this project, when directed, shall be Class A, 4000 psi in 28 days using 1½" maximum size aggregate.

35. Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal in an approved facility licensed to

receive the waste, break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1 ¼ Grinder Pump service line may be used for this task.

36. Unit Price Bid for Simplex Grinder Station shall include all the parts and accessories required for fully functional unit and per summary of work and specifications. Control, Electrical Rack and electrical wiring from residents house or service pole to will be included in the Unit Price Bid for Simplex Grinder Station.

37. Provision shall be made for the Identification of Force Main Pipes in accordance with TCEQ chapter §217.66. There will be no separate pay item for this task.

(a) A detector tape must be laid in the same trench as a force main pipe. The detector tape must be located above and parallel to the force main

(b) The detector tape must bear the label *"PRESSURIZED WASTEWATER"* continuously repeated in at least 1.5 inch letters

38. "Supplemental Items" proposal has been included for use when designated by the ENGINEER. The Unit Price Bid for Supplemental Items should be realistic, reflecting payment required to perform the designated task. Supplemental Items are not to be considered part of the bid total; when required for use these items must be change ordered into the contract.

39. All electrical work performed on this project shall be performed by a licensed Electrician. The licensed Electrician shall adhere to all Local and National Electrical Codes.

Summary of Work

CONTRACTOR shall furnish all labor, materials, equipment, insurance, payroll, taxes, permits and supervision to **Install Low Pressure Sewer Force Main and Simplex Grinder Pump Units.** Work task includes following sanitary sewer improvement activities:

1. **Installation of Low Pressure Sewer Force Main**

   Install approximately **7,520 L.F. of 4" (6", if alternate bid is accepted), 300 L.F.** 6" HDPE Directionally Drilled and approximately **115 L.F. of 3" PVC SDR-26 Class 160** Sewer Force Mains including "Mega-Lug" joint restraints for all valves and fittings. Work task also includes hydrostatic testing of new force main per specifications.

   Contractor shall install a detector tape in the same trench as a force main pipe and must be located above and parallel to the force main. The detector tape must bear the label "**PRESSURIZED WASTEWATER**" continuously repeated in at least 1.5 inch letters. Unit bid price for the force main installation shall include a detector tape. There will be no separate pay item for installing a detector tape.

2. **Install Simplex Grinder Pump Units**

   Furnish and install **Eleven (11)** fully operational Grinder Pump Units per plans and specifications including but not limited to the following parts and accessories necessary for a complete functional grinder pump unit:

   1) *One (1)* – Hydromatic HPG200M2-2
   2) *Four (4)* – Stainless steel pump feet and bolts
   3) *One (1)* – 24" X 60" fiberglass tank with solid lid and neoprene gasket.
   4) *One (1)* – Simplex control panel 230 volt 1 phase, with alarm light.
   5) *Three (3)* – Float switches Conery 21813A302
   6) *One (1)* – Simplex pipe kit consisting of the following:
      a) 5' section of schedule 80 PVC 1 ¼"
      b) PVC elbow 1 ¼".
      c) PVC check valve TBCD style 1 ¼".
      d) PVC union.1 ¼"
      e) PVC ball valve 1 ¼".
      f) 1 ¼" male adaptor.
      g) 1 ¼" adapt-o-flex grommet. (for pump discharge)
      h) 2" adapt-o-flex grommet. (for electrical conduit)
      i) 4" adapt-o-flex grommet. (for incoming line)

   Work task will also include 1 ¼" service line from grinder pump to valve box at the property line, connecting 4" gravity line to house plumbing, abandon existing septic tank.

   Contractor is to excavate and install the 24" dia. x 60" deep fiberglass basin, install the grinder pump unit and grinder pump electrical. Contractor is to furnish and place four sacks of sackcrete on the retainer ring and backfill with select material to be provided by the contractor. Set the pump in the basin on existing slide rails, set control box, and 30 amp disconnect (**Contractor Provided**), necessary electrical conduit and connect to house electrical with a licensed Electrician, all in accordance with National and Local Electrical codes.

Addresses for Grinder Pump Units Installation will be determined before pre-bid conference.

3. Service Lines

Short side services consist of installing the 1 ¼" Polyethylene pipe, shut off valve, check valve and valve box at the property line per Plan Details *(See Sheet 11 of 13)*.

Long side services will be as noted above but will also include a bore under the roadway. Contractor shall take care not to damage the road surface.

4. Abandon Existing Septic tanks as Identified

Abandon existing septic tanks in place, including plugging all influent and effluent lines, vacuum out wastewater and sludge, hauling and disposal of the wastewater and sludge to an approved facility licensed to receive the waste, break down top and sides one foot (1') below natural ground, backfill and restore surface area to the original shape. Surplus excavated material from Grinder Pump installation, or 1¼ Grinder Pump service line may be used for this task.

T Johnson

Bid Proposal

Cheek Community Sewer Improvements - Cheek Phase III

Jefferson County, Texas

IFB 13-006/KJS|TXCDBG Contract No. 711281|d.p. Job No. 112-298

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MOBILIZATION AND DEMOBILIZATION	L.S.	1	Nine Thousand Three Hundred Sixty Five Dollars	NO	9,365	00	9,365	00
2	LPSS GRINDER PUMP STATION INCLUDING PUMP, CONTROLS & HOUSING INCLUDING ELECTRICAL INSTALLATION AND 4" SEWER CONNECTION FROM HOUSE COMPLETE IN PLACE PER SUMMARY OF WORK	L.S.	11	Four Thousand Nine Hundred Twenty Five Dollars	NO	4,925	00	54,175	00
3	CONNECT NEW 4" FORCE MAIN TO THE EXISTING LIFT STATION INCLUDING LABOR, MATERIAL AND EQUIPMENT COMPLETE IN PLACE	L.S.	1	Nine Hundred Eighty Dollars	NO	980	00	980	00
4	3" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	115	Seven Dollars	Ninty Cents	7	90	908	50
5	4" PVC SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	7,520	Nine Dollars	Five Cents	9	05	68,056	00
6	DIRECTIONAL BORE: INCLUDING 6" HDPE DR-11 CARRIER PIPE AND TRANSITION COUPLINGS W/PIPE RESTRAINTS FOR LNVA CROSSING COMPLETE IN PLACE	L.F.	300	Sixty Two Dollars	Ten Cents	62	10	18,630	00
7	ROADWAY BORE AND STEEL CASING FOR 4" SEWER FORCE MAIN, INCLUDING END SEALS	L.F.	195	Sixty One Dollars	NO	61	00	11,895	00
8	ROADWAY BORE AND STEEL CASING FOR 3" SEWER FORCE MAIN, ENCLUDE END SEALS	L.F.	45	Fifty Seven Dollars	NO	57	00	2,565	00

Bid Proposal

Cheek Community Sewer Improvements - Cheek Phase III

Jefferson County, Texas

IFB 13-006/KJS|TXCDBG Contract No. 711281|d.p. Job No. 112-29B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
9	DRIVEWAY BORE FOR 4" SEWER FORCE MAIN	L.F.	580	Twenty Five Dollars	NO	25	00	14,500	00
10	4" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	4	Two Hundred Forty Five Dollars	NO	245	00	980	00
11	3" 45 DEG. BEND DI-MJ, RESTRAINED W/ MEGA-LUGS	EA.	1	Two Hundred Thirty Dollars	NO	230	00	230	00
12	4" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	1	Six Hundred Sixty Dollars	NO	660	00	660	00
13	3" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUGS	EA.	1	Five Hundred Eighty Three Dollars	NO	583	00	583	00
14	4"x4" WYE DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1	Three Hundred Sixty Six Dollars	NO	366	00	366	00
15	4"x3" REDUCER DI-MJ, RESTRAINED W/MEGA-LUG	EA.	1	Three Hundred Dollars	NO	300	00	300	00
16	INLINE FLUSHING VALVE W/MANHOLE	EA.	1	Three Thousand Dollars	NO	3000	00	3,000	00

Bid Proposal

Cheek Community Sewer Improvements - Cheek Phase III

Jefferson County, Texas

IFB 13-006/KJS|TXCDBG Contract No. 711281|d.p. Job No. 112-29B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
17	4" TERMINAL CLEANOUT W/VAULT	EA.	1	Two Thousand Four Hundred Dollars	NO	2,400	00	2,400	00
18	3" TERMINAL CLEANOUT W/VAULT	EA.	1	Two Thousand Two Hundred Dollars	NO	2,200	00	2,200	00
19	2" SEWER COMBINATION AIR VALVE, SINGLE BODY, W/STANDARD MANHOLE, RING AND COVER COMPLETE IN PLACE	EA.	1	Three Thousand Nine Hundred Twenty Dollars	NO	3,920	00	3,920	00
20	RELOCATE MAIL BOXES AS DIRECTED IN THE FIELD	EA.	32	Fifty Dollars	NO	50	00	1,600	00
21	1 1/4" HDPE SDR-11 SANITARY SEWER SERVICE LINE, COMPLETE IN PLACE, FROM VALVE BOX TO GRINDER UNIT	L.F.	2,100	Three Dollars	Ninty Five Cents	3	95	8,295	00
22	LONG SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS, VALVES AND ROADWAY BORE COMPLETE IN PLACE	EA.	11	One Thousand Four Hundred Forty Dollars	NO	1,440	00	15,840	00
23	SHORT SIDE SANITARY SEWER LOW PRESSURE SERVICE LINE FROM FORCE MAIN TO AND INCLUDING VALVE BOX AT PROPERTY LINE INCLUDING TAP, 1-1/4" SDR-11 HDPE, FITTINGS AND VALVES COMPLETE IN PLACE	EA.	1	Seven Hundred Twenty Five Dollars	NO	725	00	725	00

Bid Proposal

Cheek Community Sewer Improvements - Cheek Phase III

Jefferson County, Texas

IFB 13-006/KJS|TXCDBG Contract No. 711281|d.p. Job No. 112-29B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
24	"610" ROCK FOR DRIVEWAYS, LOOSE DUMP AND SPREAD MIN. 6" THICK	TON	120	Fifty Four Dollars	NO	54	00	6,480	00
						TOTAL		228,653	50
	STATEMENT FOR SEPARATED CONTRACT COMPLIANCE:								
	NON-CONSUMABLE MATERIALS AND EQUIPMENT.....							$ 91,461	40
	SKILLED LABOR, MATERIALS, EQUIPMENT AND TOOLS.....							$ 137,192	10
						TOTAL		$ 228,653	50

The undersigned agrees to commence work within ten (10) days after the date of written notice to commence work and to substantially complete the work on which he has bid within (180) calendar days as provided in the General Conditions of the Agreement. Enclosed herewith is a cashier's check, certified check, or bid bond in the sum of 5% of the greatest amount bid which it is agreed shall be collected and retained by the **OWNER** as liquidating damages in the event this proposal is accepted by the **OWNER** within sixty (60) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the **OWNER**, under the conditions hereof, within ten (10) days after the date said proposal is accepted, otherwise said check or bond shall be returned to the undersigned upon demand.

CONTRACTOR: T. Johnson Industries, Inc. ADDRESS: P.O. Box 8009 Lumberton TX Phone: 409-246-2440

BY: Steve Hartt DATE: 5-7-13

Supplemental Items Proposal

Cheek Community Sewer Improvements Project

Jefferson County, Texas

IFB 13-006/KJS|TXCDBG Contract No. 711281|d.p. Job No. 112-29B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1	MANHOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Forty Five Dollars	NO	45	00	450	00
2	TRUCK HOURS WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Seventeen Dollars	NO	17	00	170	00
3	BACK HOE / LOADER HOUR WHEN AUTHORIZED BY THE ENGINEER	HOUR	10	Eighty Five Dollars	NO	85	00	850	00
4	CEMENT STABILIZED SAND BACKFILL 1-1/2 SACK/C.Y. WHEN AUTHORIZED BY THE ENGINEER	TON	10	Twenty Seven Dollars	Sixty Cents	27	60	276	00
5	EXTRA CLASS-A CONCRETE - BULK, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Ninty Six Dollars	Sixty Cents	96	60	966	00
6	EXTRA CLASS-A CONCRETE - FORMED, COMPLETE IN PLACE WHEN AUTHORIZED BY THE ENGINEER	C.Y.	10	Eighty Dollars	NO	80	00	800	00
7	REINFORCEING STEEL WHEN AUTHORIZED BY THE ENGINEER	LB.	200	No Dollars	Twenty Five cents		.25	50	00
8	15" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Eighty Six Dollars	No	86	00	2,580	00
9	18" RCP C-76 CULVERT INSTALLED ON-GRADE WHEN AUTHORIZED BY THE ENGINEER	L.F.	30	Ninty Dollars	NO	90	00	2,700	00

Supplemental Items Proposal

Cheek Community Sewer Improvements Project

Jefferson County, Texas

IFB 13-006/KJS|TXCDBG Contract No. 711281|d.p. Job No. 112-29B

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE BID WRITTEN IN WORDS		UNIT PRICE WRITTEN IN FIGURES		TOTAL PRICE BID WRITTEN IN FIGURES	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
10	2" PVC, SDR-26 SEWER FORCE MAIN COMPLETE IN PLACE, INCLUDING SAND ENCASEMENT PER DETAIL	L.F.	600	Seven Dollars	Seventy Five Cents	7	75	4,650	00
11	ROADWAY BORE AND STEEL CASING FOR 2" SEWER FORCE MAIN, INCLUDING END SEALS	L.F.	40	Thirty Six Dollars	Eighty cents	36	80	1,472	00
12	TIE-IN 2" FORCE MAIN TO MAINLINE FORCE MAIN, COMPLETE IN PLACE	EA.	1	One Thousand Three Hundred Forty Dollars	NO	1340	00	1,340	00
13	2" TERMINAL CLEANOUT W/VAULT PER DETAIL	EA.	1	One Thousand Seven Hundred Ninty Dollars	NO	1790	00	1,790	00
14	2" GATE VALVE DI-MJ RESTRAINED W/MEGA-LUG	EA.	1	Five Hundred Dollars	NO	500	00	500	00

NOTE: "SUPPLEMENTAL ITEMS" PROPOSAL ARE FOR USE WHEN DIRECTED BY THE ENGINEER. SUPPLEMENTAL ITEMS ARE NOT TO BE CONSIDERED AS A PART OF THE BID TOTAL, WHEN REQUIRED FOR USE THESE ITEMS MUST BE CHANGE ORDERED INTO THE CONTRACT.

Specifications for Sanitary Sewer Construction

1. DEFINITIONS

Whenever the following terms are used in these specifications, their meaning will be construed in accordance with the definitions listed below:

A. OWNER – Jefferson County (Grantee), acting by and through its duly authorized representative.

A. ENGINEER – The Director of Public Works and/or authorized firms or individuals.

B. Inspector – A representative of the Director of Public Works, OWNER or ENGINEER stationed at the site of the work to secure conformity with the plans and specification, to keep a record of the work performed by the CONTRACTOR, and to serve in such other capacities as the ENGINEER may direct.

C. Plans – The plans shall include all drawings adopted by the OWNER pertaining to the work under this contract and shall include the printed detail drawings, which are a part of these specifications.

D. Profile – That portion of the plans showing a vertical section along the centerline location of the sewer.

E. ASTM Specifications – Specifications adopted by the American Society for Testing Materials governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to the various items involved.

F. ASA Specifications – Specifications adopted by the American Standards Association governing the methods and procedures for manufacturing and testing materials and which bear appropriate alphabetical and numerical designations pertinent to various items involved.

2. ABBREVIATIONS

The following abbreviations will be used in these specifications and in proposals and contracts:

Cu. Yd. Or C.Y.	Cubic Yards	M.f.b.m.	Thousand feet board meas.
Sq. Yd. Or S.Y.	Square Yards	Lbs.	Pounds Lin. Ft. or
L.F.	Linear Foot	L.S.	Lump Sum
Sq. Ft. or S.F.	Square Foot	R.C.	Reinforced Concrete
Sq. In.	Square Inch	M.R.C.	Monolithic Reinf. Concrete
Min.	Minimum	Max.	Maximum

Other abbreviations, where used, shall be given their generally accepted meaning.

3. OTHER SPECIFICATIONS

Special specifications will be furnished where items to be furnished or constructed under the Contract are not covered by these Standard Sewer Specifications. Where provisions of such Special Provisions or Special Specification are in conflict with the Standard Specifications, the Special Specifications shall govern.

4. ACCESS

The ENGINEER and his duly authorized representatives shall have access to any part of the work at all times.

5. USAGE

The OWNER shall have the right to use any complete portion of the work at any time prior to the completion of the entire Contract where in the judgment of the ENGINEER, such use will not interfere with the operation of the CONTRACTOR. The use of completed portion of the work by the OWNER does not constitute an acceptance of the work by the OWNER.

6. SITE OF WORK

The OWNER will furnish all right-of-ways considered necessary by the ENGINEER for the construction of the work under contract as set forth in the General Conditions, however, whenever the CONTRACTOR deems it necessary to make use of private property for field office space storage yard equipment or materials or for spoiling excess excavated materials, he shall make his own arrangements with OWNERS of such property and shall indemnify and save harmless the OWNER from any damages or claims resulting from such use.

7. TRAFFIC

A. The CONTRACTOR is referred to the General Conditions in regard to closing streets to traffic. In general, materials will not be stored in the streets without permission from the ENGINEER, however, when such permission is granted, materials shall be stored so as to obstruct public travel as little as possible and in no case shall there be less than 12 feet width of unobstructed road. Materials and/or parked equipment near the path of traffic shall be protected by warning lights at night. Where sewer trenches are excavated, blocking private driveways, the CONTRACTOR shall provide at his own expense suitable temporary bridges, to permit safe access to the private driveways. Suitable bridges for pedestrians shall be constructed at intersecting walk lines.

B. Not less than 24 hours before closing any street to traffic, the CONTRACTOR shall notify the Director of the Department of Traffic and Transportation of such necessary closing.

C. When any sewer trench crosses a dead-end street, the CONTRACTOR shall construct a bridge not less than 16 feet in width to permit ingress and egress to such dead-end street. Such bridge shall be of sufficient strength to carry the traffic normally using such street. The bridge shall be constructed immediately behind the excavating equipment. The start of excavation operations will not be permitted until sufficient material is on hand on the job site to construct the bridge.

8. BARRICADES, WARNING AND DETOUR SIGNS

A. The safety of the public and convenience of traffic shall be regarded as of prime importance during construction. In all respects, public safety and convenience and provisions therefor, made necessary by the work, shall be the direct responsibility of the CONTRACTOR and shall be performed at his entire expense.

B. When any section of a street is closed to traffic, the CONTRACTOR shall furnish and maintain at each end of the closed section and at all intersecting streets at a distance of one block on each side of the work, Department of Public Works standard barricades, adequate warning and directing signs, lights, and red flags. All lights shall be kept burning from sunset to sunrise. The CONTRACTOR shall provide and maintain such standard barricades, signs, lights, and flags within the closed portion of the street as may be necessary to protect the work and safeguard local traffic, and only standard signs and barricades shall be used.

C. The CONTRACTOR will not be permitted to start any operation that will close a street or streets until the required barricades are in place.

D. Between sunset and sunrise, and at all times when construction operations are not in progress, the CONTRACTOR will provide and maintain a watchman on the site of the work whose prime duty shall be to maintain in a proper position and condition all barricades, warning and directing signs, lights and flags.

E. No direct compensation will be made to the CONTRACTOR for furnishing watchmen; furnishing, installing and maintaining barricades, warning and detour signs and their subsequent removal; and all other incidentals necessary for the proper direction, safety, and convenience of traffic during the contract period as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

9. UNDER-GROUND PIPES, DUCTS AND UTILITIES

A. It is the intention of the OWNER to show on the plans, the approximate location of all underground utility lines, and structures except service connections to buildings.

Where gas, water and sewer lines exist in the vicinity, the CONTRACTOR should assume that service connections exist to each building.

B. Where pipes, ducts and other structures are encountered in the excavation, but are not shown on the plans (except service connections as set out above, the ENGINEER will measure in place, all excavation necessary for construction of the sewer that cannot, by reason of the presence of said pipe, duct, or other structure, be performed by the normal trenching machine, or other methods in use on the job. Measurement will be by the cubic yard, in place, without deduction for the space occupied by portions of the pipe, duct or other structure that are left in place across the trench. Payment will be made for the sewer and other installed appurtenances at the contract price in addition to the price paid for the "SPECIAL EXCAVATION".

C. Payment of the contract price for "SPECIAL EXCAVATION", measured as set out herein, shall be full compensation for all additional expense occasioned by encountering said underground pipe, duct or other structure, including additional equipment, additional work, additional use of equipment, delays, in completion of the work and delays to men and equipment, additional cost of excavation and disposal of excavated materials and of sheeting and shoring and every other item of expense occasioned by encountering said underground pipe, duct or other structure except that where the ENGINEER orders the CONTRACTOR to cut into or patch said pipe, duct or other structure, the CONTRACTOR will be paid for said cutting or patching as extra work.

D. Where underground pipes, ducts, or other structures are encountered in the excavation for sewer installation the CONTRACTOR shall, at his own expense, take adequate measures to protect them from damage.

E. Where shown on the plans that the sewer construction will require the removal and replacement of culverts, bridges or other structures, or of excavating beneath such culverts, bridges or other structures, such removal and replacement or otherwise crossing shall be at the CONTRACTOR'S expense, excepting the removal and replacement of surfacing which will be paid for at the contract price.

F. It shall be the responsibility of the CONTRACTOR to locate such underground installations sufficiently in advance of the trench excavation to preclude damage to same. Sewer pipe crossing trench and carrying small volumes of water may be temporarily disconnected to permit machine excavation at such location provided that any pipe damage in such removal shall be replaced at the expense of the CONTRACTOR with new pipe meeting the same specifications as the old pipe removed. In event pipe removed is not damaged in removal, it shall be reconnected immediately after location is cleared by the excavating machine at no expense to the OWNER. It is the responsibility of the CONTRACTOR to provide and install all necessary bracing, shoring, and sheeting necessary to support all sewer lines or other utilities crossing, projecting into or located near the sewer trench excavation at his own expense. Where it is necessary to plug an existing sewer it shall be the

responsibility of the CONTRACTOR to supply suitable plugs on the site before cutting the same.

G. Where it is considered necessary by the ENGINEER to provide supporting concrete beams for cross sewers due to excessive trench plans or other conditions the CONTRACTOR will make such installation in accordance with detail drawings or instructions issued by the ENGINEER. Payment for such an installation will be made under appropriate items, such as "Extra Reinforcing Steel", "Extra Excavation" and "Extra Concrete".

H. Payment for "Extra Material", as stated in Specifications – General Conditions, will be made for new material ordered placed in bridges and culverts when the material in the existing structures is not suitable for reuse. Any sound material damaged in removal shall be replaced by the CONTRACTOR and no payment for such material will be made.

10. BUILDINGS, POLES, PAVEMENT, TREES, ETC.

A. Buildings or other structures along the location of the work shall be fully protected by the CONTRACTOR from damage, which may result from slides or undermining, by adequate underpinning, shoring or bracing as the particular circumstances may require.

B. Fences located within any permanent or temporary construction easement or along the boundary line between any two adjoining easements may be removed by the CONTRACTOR, but any fences removed shall be replaced in their original conditions and location by men experienced in erecting that type of fence. Unless otherwise specified no additional payment will be made for removing or replacing fences.

C. Telephone poles, light and power and other poles of similar nature and privately owned signs and similar structures which are not located on private property will be protected and supported by the OWNER, but the CONTRACTOR shall not undermine or endanger such items until the OWNER has been notified and has taken necessary precautions to protect his interest. Poles within the limits of the required operation will be moved by their OWNERs.

D. Any damage to sidewalks, street pavements, curb and gutter, driveways, drainage structures, street signs, traffic lights or signs, or other public or privately owned property, made by CONTRACTOR'S construction operations and lying outside the normal lines of excavation will be made good by the CONTRACTOR at his own expense. The CONTRACTOR will not be held responsible for damage to the surface of streets resulting from the operation of trucks in connection with the work, provided they are not loaded beyond the legal limit, but he will be held responsible for damage caused by the operation of Crawler type or steel wheeled equipment.

E. Plants, trees, and shrubbery which are within the right of way within the normal limits of the excavation and between the outside edges of the trenching machine

shall, unless otherwise provided, by removed and disposed of by the CONTRACTOR, but the CONTRACTOR shall, where possible, shift the conveyor of the machine from side to side as necessary to avoid cutting plats, trees and shrubbery.

F. Other plants and trees along the location of the sewer line that may be injured by the trenching operation shall be protected to the satisfactions of the ENGINEER at no expense to the OWNER. Where the plans state the plants, trees and shrubbery shall be removed and replaced, the CONTRACTOR shall employ a competent nurseryman to supervise the removal, care and replanting thereof, and shall replace with equal stock any of the plants, trees or shrubs that die due to negligence or mishandling. Where the sewer construction is in an easement across private property, the CONTRACTOR may make his own arrangements with the OWNER of the property relative to removal of tress and shrubbery lying outside the limits of the trenching machine.

11. FINAL CLEANUP

A. Upon completion of the work and before acceptance and final payment, the CONTRACTOR shall remove rubbish, unused materials and temporary structures from the limits of the project and restore, in a manner acceptable to the ENGINEER, all property both public and private that has been damaged during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground or street surface has been disturbed during construction, and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.

B. Materials cleared from the limits of the project shall not be deposited on adjacent property unless prior approval is obtained from the property OWNER involved.

C. No payment will be made for this work, its cost being included in the unit price bid.

12. ORDER OF COMPLETION

A. Unless otherwise specified or agreed, construction shall start at the lowest point of the sewer and proceed upgrade without gaps so that all completed portions of the sewer will be connected to the outlet and so that any old sewers crossing through the new sewer trench can, if the ENGINEER so orders, be connected to the sewer immediately.

B. When any portion of the work has been started, the CONTRACTOR shall proceed vigorously with the work through its various phases, including laying of the sewer, manhole construction, backfill, water tamping and cleanup and no extended lapse of time between the completion of one operation and the beginning of the next will be permitted, the various operations being carried on simultaneously where possible.

C. No more than 900 feet of sewer larger than 24" or 1500 feet of sewer 24" or smaller, within traveled streets, for each trenching machine operation, shall be allowed to remain uncompleted at any one time.

D. Manhole construction, street replacement, and cleanup are included in these requirements, except that the ENGINEER may order a delay in replacement of street surface material if, in his opinion, the trench is too soft to support same. An authorized delay in one operation does not extend to the other operations, as for example, an authorized delay in setting a manhole casting does not excuse the CONTRACTOR from his obligation to immediately complete cleanup work. The ENGINEER is authorized to refuse to give grades and to stop trenching operations at any time when such additional trench would exceed the 900 foot and 1500 foot limits herein.

E. Where the work includes a system of sewers on parallel (or nearly parallel) streets in the same area, no excavation shall be started in any street within one block of any parallel street previously excavated, until the said previously excavated street has been backfilled, water tamped and opened to traffic and the order in which the various street are excavated shall otherwise be arranged to minimize interference with fire protection and access to homes and other buildings within the area.

13. DAILY REPORTS

Inspectors are required to make daily reports, which, except for the ENGINEER'S record of grades and final measurement, are the sole record of the work performed. The CONTRACTOR shall arrange to have these records signed each day by his authorized representative. It shall be the duty of the CONTRACTOR'S representative to note upon the face of these reports any matter in which his records differ from those of the Inspector. The absence of any such entry CONTRACTOR indicates by the agreement with the Inspector's records, both as to accuracy and as to completeness. All work covered by verbal or written instruction, authorized deviation from the plans or specifications, and a complete record of all regular and extra work performed shall be entered on the daily reports. Should the CONTRACTOR be in complete disagreement with the Daily Report as prepared by the Inspector, he shall so note thereon and make reference thereon to this separate report which shall be submitted to the ENGINEER within two days (Sundays and Legal Holidays excepted).

14. TRENCH SAFETY SYSTEMS

A. DESCRIPTION: This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the protection system. A trench shall be defined as a narrow excavation (in relation to its length) made below the

surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.

15. CONSTRUCTION METHODS

A. Trench safety systems shall be accomplished in accordance with the design set out in the provision of Excavations, Trenching and Shoring, Federal Occupational Safety and Health Administration Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No 72) on Wednesday, April 15, 1987, and any revisions to the "Proposed Rules" issued prior to the bid date. The specifications by reference include Sections 1926-650 through 1926-653. Legislation that has been enacted by the Texas Legislature (H.B. No. 662 and H.B. No. 665) with regard to Trench Safety Systems, is hereby incorporated, by reference, into these specifications.

B. If the CONTRACTOR elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified ENGINEER", (for example, see 1926.652 (b)(3) and 1926.652 (c)(4)), the qualified person or qualified ENGINEER shall be a Professional ENGINEER registered in the State of Texas.

16. INSPECTION

The CONTRACTOR shall make daily inspections of the trench safety systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a competent person, provided by the CONTRACTOR. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the CONTRACTOR to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the CONTRACTOR, not the OWNER or ENGINEER, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The CONTRACTOR shall maintain a permanent record of daily inspections.

17. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER, its employees and agents, including the ENGINEER, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by any one for injury or death of persons resulting from the collapse or failure of trenches constructed under this contract.

18. SEWER TRENCHES

A. Except as otherwise specified or shown on the plans, all sewers shall be constructed in open cut trenches with vertical slides excavated with a ladder type trenching

machine. Excavation for inlet leads and for sewer stubs to be laid transversely across the street may be made with a trench hoe. Excavation, which, because of surface or underground obstruction, would be inaccessible to a ladder type trenching machine, may be made with other suitable types of equipment. Where machines other than ladder-type trenching machines are sued, excavated material composed of large chunks and clods shall not be used for backfilling, and such material shall be disposed of by the CONTRACTOR and other suitable material for backfill shall be provided without additional expense to the OWNER.

B. Trenches for pipe sewers smaller than 30-inch pipe shall have a width below the top of the pipe bell or other joint of not less than the outside diameter of the pipe plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Trenches for pipe sewers 30 inches and larger shall have a width below the top of the pipe of not less than the outside diameter of the pipe plus 16 inches and shall be wide enough to permit making up the joints but shall not be wider than the outside diameter of the pipe plus 24 inches.

C. Where the available right-of-way is not sufficient to permit the use of a trenching machine, the trench may be excavated by other suitable methods. Trenches for sewers 30 inches and larger laid with Class "A" Bedding, having rubber type joints on concrete pipe or joints having resilient properties on clay pipe, made as provided herein under Item 3, 16, per (d) shall have a width below the top of the pipe, of not less than the outside diameter of the pipe, plus 12 inches and not more than the outside diameter of the pipe plus 18 inches. Where test boring logs are shown on the plans, these represent one man's interpretation of borings, usually made by power augers, and were primarily for the ENGINEER'S use in design and in determining approximate quantities of various types of construction. Such information is not in any way guaranteed and the OWNER assumes no responsibility whatever for the accuracy thereof.

D. Trenches for monolithic sewers shall have a width adjacent to the sewer section equal to the outside diameter of the sewer plus the thickness of any sheathing timber extending below the top of the concrete. Above the tops of pipe bells or monolithic concrete sewers, the width of the trenches may be greater than the limits specified above by an amount sufficient only to permit placing sheathing and bracing timers and to permit installation of well point headers or manifolds and pumps in the trench where the depth of trench is such as to make it uneconomical to pump from surface installation. Sufficient space must be provided between cross braces to permit handling of forms, pipe, and other materials.

E. No excavated material shall be deposited on the gravel, shell, asphalt, concrete or other paved area of any roadway or sidewalk, or on any lawn, garden or shrubbery and such material shall be handled in such manner as not to obstruct drainage. Where necessary for compliance with this provision, the material shall be hauled.

19. DEWATERING TRENCH

No sewer pipe or monolithic sewer shall be laid in a trench in the presence of water. All water shall be removed from trench sufficiently ahead of the sewer placing operation to insure a dry, firm bed on which to place the sewer, and the trench will continue to be dewatered until after all concrete and mortar is set. Removal of water may be accomplished by bailing, pumping, or pumping in connection with well point installation ass the particular situation may warrant.

20. SHEETING AND BRACING

A. Where necessary in the ENGINEER'S opinion, the sides of the trench or other excavation shall be braced and rendered secured to the satisfaction of the ENGINEER.

B. In sewer trenches and other excavations having vertical sides, sheeting and bracing necessary to support the sides of the excavation in a vertical plane shall be installed. In trenches for monolithic sewers, flooring shall be installed as bracing to support the bottom of the vertical sheeting. Flooring shall be set solidly against undisturbed earth in the bottom of the trench. Where voids are left below the flooring the boards shall be spaced approximately two inches apart to permit the concrete to flow between the boards to fill the voids. In no case shall loose earth be permitted to remain beneath the flooring.

C. After the excavation has been backfilled and water tamped, steel or other sheeting may be pulled, otherwise sheeting and bracing, once installed may not be removed without the consent of the ENGINEER.

21. SURPLUS EXCAVATED MATERIALS

A. Any surplus excavated material shall be hauled and disposed of as directed by the ENGINEER. If the ENGINEER notifies the CONTRACTOR that the OWNER does not have use for this material, it shall become the property of the CONTRACTOR to dispose of as he wishes without injury to the OWNER or any individual. Where the ENGINEER orders the surplus material removed to some definite place, the CONTRACTOR will be paid for all haul in excess of one quarter mile (1320 feet) at the price bid per yard quarter. No extra compensation will be paid for this work where the haul is within the 1320 limit.

B. The route over which earth haul is to be made and paid for by the OWNER will be designated by the ENGINEER and shall be the shortest practical route. Earth haul shall be computed by use of cubic yard volume quantities measured in place prior to excavation, and the actual average hauled distance measured to the nearest one-eight mile from the center of gravity of the site of excavation to the center of gravity of the volume filled ad directed. Under conditions of excavation and haul

where measurement of volume prior to excavation and haul where measurement of volume prior to excavation is impractical the OWNER may elect to determine such volume quantities by truck measure and the CONTRACTOR will be required to sue such methods as necessary to permit obtaining the best practical accuracy.

C. If excavated material is left on the street, and this material becomes mixed with material excavated by the Water Department, paving CONTRACTORS, the Gas Company, or other public corporations or with that of any other firm, corporation or individual excavating on any of the OWNER'S streets and if the CONTRACTOR does not protect himself by removing his material before anyone else can mix other material with his, or if he does not put up proper partitions or barriers to keep this material separated from the other man's material, then the ENGINEER shall be the sole judge as to who is responsible for this excavated material, and his decision shall be binding on all parties. If the CONTRACTOR does not remove this material when directed by the ENGINEER, the ENGINEER has the right, under this contract and these specifications to hire trucks and men to remove this material and to deduct the cost of same from any estimate due to the said CONTRACTOR.

22. BACKFILLING

A. Backfilling shall not be started over pipe sewers until all of the steps required under "Pipe Bedding" of "Pipe Sewer, Leads and Stubs" of this specifications, have been completed. Backfilling over pipe sewers with Class "A" bedding shall not be started until the day following the placing of the cement stabilized sand. Backfilling over monolithic reinforced concrete sewers shall not be started until the concrete has a compressive strength of 1000 lbs. per sq. in. for curricular sewer or 2000 lbs. per sq. in. for box sewers.

B. Loose earth backfill shall be placed to the top of the existing trench and then the backfill shall be jetted with water by the use of jets from the bottom. These jets shall remain in place until the water appears on the surface. No surface flooding will be allowed for this section of the backfill. After the backfill takes its initial settlement, if the settlement is more than one foot below the proposed or existing pavement or the original ground surface, more earth backfill shall be placed to bring the backfill up to one foot below the proposed or existing pavement. This additional backfill shall be water tamped by surface flooding. The last one foot of backfill up to the existing or proposed pavement or original ground shall be backfilled in layers and compacted by the use of power equipment, tractors, trucks, etc., to not less than 100% of the density of the original undisturbed soil.

C. The cost of backfilling as described above, together with all work and expense incidental thereto, shall be included in the price of the work constructed and no separate compensation will be made thereof.

23. SPECIAL BACKFILL

A. Where backfill with special materials is included as a pay item ("Special Backfill") the materials used will be paid for as indicated on bid proposal, which shall be full

compensation for furnishing and placing the material, for disposal of excess earth displaced thereby and for all other work and expense incident thereto necessary to complete the work.

B. Where "Special Backfill" is placed in a trench which has been cut wider than is permitted by "SEWER TRENCHES" of "EXCAVATION" in this specification, or has been allowed to cave to a greater width than that specified, the trench shall be backfilled for its entire width with the special material ordered, but no payment will be made for the additional material required on account of the excess trench width.

24. EXTRA EXCAVATION

Work performed under this item shall consist of the excavation of material at locations specifically designated by the ENGINEER, and which is not included under other bid items contained in these specifications. "Extra Excavation" will be measured by the cubic yard in its original locations.

25. BASIS OF PAYMENT

A. No direct payment will be made for trench excavation, handling and disposal of excavated material, or backfilling trenches and the cost of such work shall be included in the prices for the sewers, manholes, inlets and other structures and appurtenances. Payment as herein described will be made for "Extra Hauling", "Special Backfill", "Extra Excavation", "Dewatering Trench", "Sheeting and Bracing", and as described under "UNDERGROUND PIPE, DUCTS AND UTILITIES" of "GENERAL" for "Special Excavation" where such work has been ordered by the ENGINEER and performed by the CONTRACTOR. No additional payment will be made for any subsequent additional settlement, which might occur in the backfill after its original completion.

B. When sewer trenches are excavated through ground that has been previously filled and foreign matter is found in the fill, covered with earth in such a manner as not to be evident from the surface and such foreign matter cannot be removed by the trenching machine, the CONTRACTOR will be paid for necessary removal of such foreign matter, as provided for in extra work. In such cases, no additional payment will be made on account of old trench sheeting or bracing encountered where the excavation crosses old trenches.

26. MONOLITHIC REINFORCED CONCRETE SEWERS

A. DESCRIPTION: The work to be performed under this specification shall consist of the construction of monolithic reinforced concrete sewers complete in place.

B. Otherwise specified, sewers constructed under this item shall conform to drawings prepared by the OWNER, which drawings are included with these specifications unless pipe sewer or special construction is in accordance with this item.

27. CONSTRUCTION METHODS

A. After the trench has been excavated in accordance with "EXCAVATION" of these specifications, that portion of the sides of the trench that will be in contract with the concrete shall be hand trimmed and shaped to conform to the section of the sewer to be constructed and the bottom of the trench shall be fine-graded to the grade established. Below the grade line so established, no backfill will be permitted. Where time sheathing or flooring is used, proper allowances for time thickness shall be made.

B. Upon completion of the trench the CONTRACTOR shall place the reinforcing steel and forms and securely brace them in the proper position and place concrete in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification. The top of sewer shall be finished by hand with a wooden float, and thickness shall be checked with a wire gauge.

C. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be one inch by three inches, and planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change in location. The sound twilled lines for use in giving lines and grades and the necessary plummets and graduated poles approved by the ENGINEER.

28. FORMS

A. Suitable collapsible centers or forms with smooth surfaces of ample strength shall be provided and rigidly braced. The bracing shall be adequate to prevent deviation from the correct lines. All steel forms shall be neatly and accurately made with all similar parts in each longitudinal section interchangeable with other sections. Bent plates required to fit shall be rolled and fabricated to the correct curves before assembly. Suitable forms shall be provided for bends in the sewer. Steel filler plate shall be furnished. All wooden forms shall be built of clean, sound lumber, reasonable free from knots, dressed on all sides, and neatly fitted. Tongued and grooved material shall be used where required. The form surface shall be watertight, securely fastened to the ribs or supports. No forms built up in the trench not ribs with separated pieces of wooden lagging will be allowed except for specials or curves. No center no form shall be used, which is not clean, is of improper shape or strength or in any way unsuitable. Before placing concrete or reinforcement, the forms shall be coated with lubricants to prevent the adherence of concrete.

B. Circular forms shall be set on concrete blocks of proper thickness approximately 4" X 6" in dimensions, spread about 5 ft. on centers along the sewer and depth to provide for proper support and cover of reinforcement.

C. Forms must remain in place until the concrete has set sufficiently to carry its own weight in addition to any external load which shall be applied at the time of removal, or shortly thereafter.

D. When the prevailing air temperature is above 50° F and for sewers 72 inches and smaller, forms must not be removed in less than 15 hours.

E. When temperatures are below 50° F or the sewers are larger than 72 inches in diameter forms shall not be removed until concrete has attained a compressive strength of 500 pounds per square inch.

F. Rangers, struts, or other bracing immediately above the sewer shall not be removed until the concrete has attained a minimum compressive strength of 1000 pounds per square inch.

G. The strength of the concrete shall be determined by cylinder tests. Cylinders for these tests shall be kept at job temperatures and under job conditions and shall be made and broken by the laboratory designated by the owner's expense.

29. REINFORCING STEEL

A. Reinforcing steel shall comply with the General Specifications for Reinforcing Steel, Item 9, with the exception that the price bid for monolithic reinforced concrete sewer shall include standard reinforcement as shown on the OWNER'S drawings.

B. Circumferential reinforcement shall be elliptical in shape with the minimum cover of concrete as shown on drawings. Splices in circumferential reinforcement shall be centered on a diameter of 45 degrees from the vertical and shall alternate on each side of the vertical diameter.

C. Bends shall be reinforced in accordance with Drawings in these Specifications when the type of bend shown thereon is constructed.

30. CONCRETE

Concrete for monolithic reinforced concrete sewers shall conform to Class "A", and shall be placed in accordance with "CONCRETE FOR SEWERS AND APPURTENANCES" and shall be proportioned in accordance with the pertinent specifications.

31. JUNCTION OF MONOLITHIC SEWERS

Unless special structures are approved, junction of monolithic sewers shall be made by fitting the form of the branch sewer to the side of larger diameter sewer. Any additional concrete or reinforcing steel in top or bottom that may be ordered by the

ENGINEER shall be paid at the unit price bid for concrete Class "A" and Reinforcing Steel.

32. STUBS

A. Stubs of monolithic sewers shall consist of short lengths constructed from a trunk or main sewer, or a short length of different size extended for future connection only.

B. Stubs shall not exceed 75 feet in length and all sewers longer than 75 feet shall be classified as sewer for its length.

33. METHOD OF MEASUREMENT

A. (Monolithic Sewers and Stubs) Longitudinal measurement shall be made along the centerline of the sewer from face of headwall or outfall structure or inside face of box sewers or special structures and shall continue through manholes to point of change in size. Where no special structures are provided at junctions, measurements shall be made from the centerline of sewers. Where bends are constructed in accordance with drawing measurement will be made to the intersection of the two long tangents if the center tangent is less than two feet. If the center tangent connecting the two long tangents is longer than ten feet, measurement will be made along the center tangent.

B. Depths shall be measured along the centerline of sewer from the surface of the ground to the flow line of the sewer at intervals not to exceed fifty (50) feet and at break in the profile of the natural ground. The method of measurement across ditches and gullies described in "METHOD OF MEASUREMENT" of "PIPE SEWERS, LEADS AND STUB" of this specification for pipe sewers shall apply also to monolithic sewers.

34. BASIS OF PAYMENT

A. All monolithic reinforced concrete sewers, laterals, and stubs measured as set out above shall be paid for at the unit price bid by the CONTRACTOR, complete in place, of the type, size, and depth constructed.

B. The unit price bid for monolithic reinforced concrete sewer shall include full compensation for furnishing all labor, equipment, and material, including all reinforcing steel, and concrete for all excavation, shaping of trench bottoms, bracing, sheeting and excavation, and flooring; for all backfilling, tamping backfill, removed or surplus excavated materials as set out and included under "EXCAVATION", of these specifications; and for all cleanup and incidentals necessary to construct the sewer complete in place.

35. PIPE SEWERS, LEADS AND STUBS

A. DESCRIPTION: The work to be performed under the specifications shall consist of the furnishing and the installation of pipe sewer main, laterals and stubs including all excavation, backfill, and disposal of surplus excavation. The type or types of pipe to be furnished and installed under the contract will conform to the type or types designated on the plans and as set out on the bid proposal sheet.

36. PIPES

A. Pipe shall be furnished in accordance with the sizes and types indicated on the plans and set on the proposal sheets and shall conform to the pertinent specifications listed below or to other specifications that may be on the plans or in the Special Provisions. Where the plans or Special Provisions do not indicate the specification under which the pipe is to be furnished, the pipe supplied shall be in conformity with the ASTM Specification listed below which provides strength requirements not less than those shown in the table herein of "Types of Pipe Required for Various Depths to Flow Line".

B. Pipe shall be supplied which has been manufactured in accordance with the latest revision published by the American Society for Testing Materials of the following specifications:

Concrete Sewer Pipe (Non-Reinforced, Standard Strength and Extra Strength) shall be ASTM Designation C-14.

Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe (usually referred to on plans and proposals as Reinforced Concrete Pipe or R. C. Pipe) shall be "Classes I, II, III, IV and V, ASTM Designation C-76, Clay Sewer Pipe, ASTM Designation C-700, Extra Strength Clay Sewer Pipe, ASTM Designation C-700.

C. Reinforced concrete pipe to be used with cold compound joints, as herein described, may have bell and spigot, or tongue and groove joints. Reinforced concrete pipe for use with rubber or neoprene gaskets, and clay pipe with joints using materials having resilient properties shall have joints designed and precision made for use with joint material supplied. Pipe to be used with hot poured compound joints shall have bell and spigot joints.

D. All reinforced and non-reinforced concrete pipe shall be subject to the requirements of "Hydrostatic Test" as described in ASTM Designation C-700. Other methods of testing that will demonstrate the required water tightness of the pipe may be approved by the ENGINEER. These tests will be made as directed by the ENGINEER by a testing laboratory employed by OWNER. On private contracts, the CONTRACTOR shall supply the OWNER with a Certificate of Compliance with the

tests from a recognized testing laboratory. The certificate shall be made available to the Inspector at the time the pipe is delivered on the job, and before the pipe is laid in the trench.

E. Types of Pipe and Pipe Bedding Required for Various Depths To Flow Line. Pipe shall be laid in trenches in accordance with these flowing specifications: (These requirements govern where the kinds of pipe bedding have been shown on the Plans or in the Special Provisions of Proposal Sheets).

FOR STORM SEWER

Kind of Pipe	ASTM Specifications	Size of Pipe	Class of Bedding	Max. Depth to Flow Line-Feet
Concrete Sewer Pipe	C-14 Extra Strength	4" to 10" Inclusive	B	10
			A	30
OR				
Extra Strength Clay Pipe	C-700	12" and 15"	B	10
			A	16
Reinforced Concrete Pipe,	C-76, Class III	12" and	B	10
OR				
Extra Strength Clay Pipe	C-700	15"	A	30
Reinforce Concrete Pipe,	C-76, Class III Extra-Strength Clay Pipe C-700 (to 36" dia.)	18" to 108" Inclusive	A	30

FOR WASTEWATER COLLECTION (SANITARY SEWER) LINES

Polyvinyl Chloride (PVC) Pipe SDR ASTM D3034	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Polyvinyl Chloride Truss Pipe ASTM D2680	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations
Ductile Iron Pipe ANSI/AWWA C150/A21.5	All available sizes	Class of Bedding and Max. Depth in accordance with current recommendations

37. TRENCH INSPECTION OF PIPE

Previous to laying the pipes and specials, which have been delivered along the trenches, they shall be subjected to rigid trench inspection, and those which do not meet the requirement set forth in the specifications, will not be used.

38. PIPE BEDDING

A. The pipe shall be bedded in the trench as described herein for the class of bedding required by the plans and specifications. Unless otherwise specified, pipe 15" or less in size shall be laid with Class "B" Bedding and pipe larger than 15" shall be laid with Class "A" Bedding. In every case where trenches have been excavated below the specified depth for Class "B" Bedding, the pipe shall be laid with Class "A" Bedding, Class "A" Bedding shall be done in the following manner:

1) The bottom of the trench for the pipe barrel shall be excavated to a line parallel to the flow line of the pipe and to a depth of not less than one (1) inch below the bell when bell and spigot is used, and not less than three (3) inches below the outside surface of the pipe barrel when tongue and groove pipe is used. The cement-stabilized sand shall be spread over the entire bottom of the sewer trench to the flow line grade of the sewer after which a subgrade conforming to the outside shape of the pipe shall be prepared.

B. Cement stabilized sand shall be composed of San Jacinto sand or bank sand that is free from clay lumps and not less than one and one-half (1½) sacks of Portland cement per cubic yard of mixture, mixed in a mill type mixer. This material will be used to backfill the sewer trench up to the horizontal diameter of the pipe after it loses its moisture content or dries out. This mixture shall be rodded in the trench and the area between the horizontal diameter of the pipe and the bottom of the trench shall be free of cavities.

C. Loose earth backfill materials shall be placed to a depth of six (6) inches above the pipe before ceasing operations for the day. No backfill in excess of six (6) inches above the top of the pipe shall be placed on the same day the pipe is laid and bedded. Backfill above the pipe shall be done as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where the trench bottom makes water to the extent soft unstable conditions are produced, washed shell must be substituted for cement stabilized sand under the pipe.

D. Class "B" Bedding shall be done in the following manner:

2) The bottom of the sewer trench shall be accurately shaped by hand to conform to the slope of the lowest 90 degrees, 45 degrees on each side of the centerline of the circumference of the pipe taking special care to provide uniform bearing for the entire length of the pipe and to provide depressions for bell ends of each pipe. Clay or other material, free from large lumps, shall be place over and around the pipe in layers and hand tamped up to a minimum of one (1) foot above the top of the pipe, after which the remainder of the trench may be backfilled as set out in "SPECIAL BACKFILL" of "EXCAVATION". Where Class "B" Bedding has been specified, the CONTRACTOR may, at his option, substitute

Class "A" Bedding, but no extra compensation will be allowed for the substitution.

E. Where there is likelihood, because of soil conditions, that various parts of the sewer will be laid with different types of bedding, separate contract items such as "Washed Shell in Trench Bottom", "Special Section No. 5 for ____ inch Sewer" where such items have been provided, payment for these items, when constructed will be made in addition to the price for "Sewer".

F. Attention is directed to the fact that the use of well points may be required where Special Section No. 5 is not ordered. The unit price bid for well pointing shall be full compensation for the entire well pointing operation.

39. INSTALLATION OF PIPE SEWERS

A. No pipe shall be installed in the trench until the excavation has been completed, the bottom of the trench shaped, and the trench has been approved for condition, line and grade by the ENGINEER.

B. The CONTRACTOR shall, at his own expense, furnish and place in position as directed by the ENGINEER, all necessary stakes, grade and batter boards for locating the work. The grade boards shall be of such size timber as the ENGINEER directs and be substantially supported. The batter boards shall be one (1) inch by three (3) inches, planed on all four sides to truly parallel faces. The boards and all location stakes must be protected from injury or change of location. The CONTRACTOR must also furnish, at his own expense, good sounds twilled lines for use in giving lines and grades, the necessary plummets and graduated poles made of a form approved by the ENGINEER.

C. The pipe and specials shall be so laid in the trench that after the sewer is completed, the interior surface there of shall conform accurately to the grades and alignments fixed and given to the ENGINEER.

D. All sewers must be laid in perfectly straight lines, so that a light can be seen from one manhole to the other, even for the smaller size of sewers.

E. The pipe shall be fitted together and matched so that when laid in the work they will form a sewer with a smooth and uniform invert.

40. WASHED SHELL (OR OTHER SPECIFIED MATERIAL) IN TRENCH BOTTOM

A. Where the earth in the trench bottom does not, in the opinion of the ENGINEER, provide a suitable foundation for the sewer, the CONTRACTOR shall, where ordered by the ENGINEER, place washed shell (or other specified material) in the trench bottom under, around and over the sewer. Where this work is ordered, the CONTRACTOR may be provided with a special plan, or will be given special instructions showing the depth of this material to be placed below the grade of the sewer and the height of material to be placed above the grade of the sewer.

B. Payment of the contract price for "Washed Shell (or other specified material) in Trench Bottom" shall be full compensation for all excavation of additional trench depth (which will in no case exceed twelve (12) inches below the bottom of the pipe) necessary to place the material ordered, disposing of excess excavated material, supplying and placing the material including the necessary compacting and fine grading, and all other work and delay incident to placing the material in the trench as above described. No payment will be made for washed shell substituted for cement stabilized sand in Class "A" Bedding.

C. Measurement will be based on verified basic quantities indicated for material on Bid Proposal, usually per linear foot of trench for designated sewer size.

D. When, in the opinion of the ENGINEER, soil conditions in the bottom of the trench are such that "Wet Sand Construction" is necessary, the CONTRACTOR shall, in orders from the ENGINEER, construct the sewer in accordance with the details shown on the drawing for special trench "Wet Sand Construction", which drawing is included in these specifications.

E. Payment of the contract price per lin. ft. for "Wet Sand Construction" in addition to the price for constructing the sewer, shall be full compensation for all additional work, materials, equipment use, delays, and all other items of expense incident to construction of the "Wet Sand Construction". No payment will be made for "Washed Shell" in trench bottom, where "Wet Sand Construction" is paid for, except that any "Washed Shell" ordered in the trench bottom in excess of that shown on the drawings will be paid for as "Washed Shell" in the trench bottom.

F. Special plans for other types of construction of sewers in unstable soil will be provided as found necessary during the progress of the work. The CONTRACTOR will be paid for such work at the contract prices for the items involved.

41. JOINTS IN CONCRETE OR CLAY PIPE

Joints in both reinforced and on-reinforced concrete pipe and in clay pipe shall be made as nearly water tight as possible by any of the following methods. The CONTRACTOR shall be fully responsible for choosing methods, using workmanship and materials and such other precautions as may be necessary to secure the required water tightness. Two pipes may be joined on the bank by the hot-pour method and joints shall not be used on pipe 24" in diameter or larger, unless approved by the ENGINEER.

A. Bell and Spigot Pipe—Cold Compound Joints: Joints shall be made with a plastic joint sealing compound supplied in pre-formed strips of uniform size. The strips shall be protected by a two-piece wrapper so that one piece of the wrapper may be removed to permit installing the material on the joint while the other wrapper is left in place over the material until immediately completing the joint. The material shall contain 55% to 60% bitumen and 35% to 45% inert mineral filler. It shall not contain more that 5% of a volatile matter. Material that depends upon evaporation of a solvent for

hardening to proper consistency will not be acceptable. The joint material shall have the following capabilities:

1) Impervious to water.

2) Readily adhere to the pipe surface in the joint.

3) Will not run or sag in the joints and will remain firmly in pace on one surface to the joint before the joint is assembled.

4) Will show no deterioration when immersed for 5 days, separately in each of the following solutions:

5% H_2SO_4, Saturated H_2S, 5% K(OH)

5) Will not be squeezed out of the joints by internal or external hydrostatic pressure during exfiltration tests, water tamping or from ground water above the level of the sewer.

B. The joints shall be made as follows:

1) Cost the entire interior surface of the bell and exterior surface of the spigot that will be in contact with the joint compound, with a suitable primer of the type recommended by the manufacturer of the joint compound. Allow the primer to dry and harden. Remove the wrapper from one surface of a strip of joint where the cylindrical surface of the bell meets the plane surface at the base of the bell.

The primed surface shall be carefully cleaned before applying the joint material. Press the compound firmly into place, leaving the outside wrapper covering the joint compound. Wrap a strand of jute, of a size sufficient to accurately center the spigot in the bell, around the spigot of the next pipe to be laid. Sealite Yard or other material of a similar nature that has been approved by the ENGINEER may be used in lieu of jute for additional water tightness. If the joint is to be made in a wet trench, cover the end of the spigot with a narrow strip of joint compound before inserting it into the bell.

2) Remove the wrapper covering the joint compound in the bell of the last pipe and insert the spigot end of the next pipe, pushing it firmly into the joint material in the bell. Pack the jute tightly into the joint with a suitable caulking iron. Complete the joint by filling it out completely with another strip of joint compound of adequate size tightly packed into the bell by caulking or other means.

C. Bell and Spigot Pipe – Hot Poured Compound Joints: Will not be permitted.

D. Joints with Rubber Type Gaskets and Materials Having Resilient Properties: For concrete pipe (reinforced and non-reinforced) joints of this type shall conform to specifications for "Joints for Circular Concrete Sewer and Culvert Pipe, Using Flexible WaterTight Sewer and Culvert Pipe, Rubber-Type Gaskets", ASTM Designation C-433.

E. Clay pipe joints of this type shall conform to specifications for "Vitrified Clay Pipe Joints Using Materials have Resilient Properties", ASTM Designation C-425. Item 7(e) of ASTM C-425 specifications is eliminated herein and leak tests for this type of joint will be made as set out in "Specifications for Testing Sewers for Leakage."

F. Special care shall be used and sufficient force shall be applied to insure that the joints are pushed in accordance with the published instructions of the manufacturer. Such joints are not to be pointed on the outside with mortar.

G. The CONTRACTOR shall supply the ENGINEER with a statement from the manufacturer or other competent authority, certifying that the joint materials meet the requirements of the specifications. He shall also supply a statement from the manufacturer of gaskets not fabricated with the pipe, showing the type and dimensions of the pipe joint for which the gaskets are designed and the pipe shall be in conformity therewith.

H. Tongue and Groove Pipe—Cold Compound Joints: Joint compound of the same form and material as that specified herein for "Bell and Spigot—Cold Compounds Joints" shall be used in tongue and groove joints. The joints shall be made as follows:

1) Coat the entire surface of the groove and exterior surface of the tongue, including both the conical surfaces and the entire end surfaces with a suitable primer of the type recommended by the manufacturer of the joint compound. This may be done on any size pipe, either at the pipe plant or the job site, but the pipe must be clean when the primer is applied. No primer shall be applied over mud or dirt.

2) Before laying a pipe in the trench; install one strip of joint compound entirely around the spigot where the groove meets the pipe barrel, and one strip in the groove at its base where the groove meets the barrel of the pipe. Remove the wrapper from one side only of the joint material, leaving the wrapper on the outside of the material until immediately before pushing the pipe into its final position. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow.

I. General: Joints made with cold compound shall be pulled home by means of a suitable winch or other suitable power equipment or a come-along. The use of a bar stuck into the ground for this purpose will not be permitted on pipe larger than 10 inches. A bar may be used to push home the joints in pipe 10" and smaller, provided the joints are pushed all the way home, and this will be checked by measuring the laid length per joint so that the number of joints multiplied by the laying length per joint must equal the actual length of sewer in any given section of sewer. Pipe shall be pulled home in a

straight line with all parts of the pipe on the line and grade at all times. No side movement or up and down movement of the pipe shall be permitted during or after the pulling operation. Robber gasket joints shall be pulled or pushed home by any suitable means that will provide adequate pressure to insure proper assembly of the joint.

J. Where sewers are laid along streets, having asphalt or concrete surface, for the purpose of providing service to the abutting property, the CONTRACTOR shall construct stubs across pavement lying between the sewer and the property to be service, at such locations as the ENGINEER may designate. In general, (but not necessarily) stubs will be placed for existing houses only and one stub will be used to serve two adjacent lots. Where possible, stubs shall have a minimum cover of three (3) feet below the bottoms of ditches and gutters, and shall be placed at greater depths where such depths are necessary, in the opinion of the ENGINEER, to adequately serve the abutting property. Stubs, where constructed as outlined above, will be paid for at appropriate contract prices.

K. Joints in A.B.S. Composite Pipe: Shall be made with a sleeve coupling of the same (A.B.S.) composition as the pipe and either chemically welded or sealed with "O" Ring gasket and back-up ring. Joints between A.B.S. composite pipe and other pipe shall be made by means of an adapter coupling or sleeve caulked per tees and wyes required shall be manufacturer's standards for these items and shall not be fabricated in the field except where necessary on existing sewers.

42. METHOD OF MEASUREMENT

All pipe installed in accordance with the above specifications and accepted by the ENGINEER shall be measured by linear foot of the size and at the depth installed. The depth shall be measured from the flow line of the pipe to ground surface over the centerline of the pipe at the time of construction.

A. Depth measurements shall be made at manholes, at intervals not to exceed fifty (50) feet between manholes, and at breaks in the profile of the ground, at the time of construction.

B. The length of sewer mains and laterals will be measured between centers of manholes where in installation involves the connection of sewer into a manhole at each end of the line being measured.

C. When the installation involves a connection to an existing stub, the measurement shall be made from the end of the stub to the center of the manhole on the work being measured. Sewer stubs shall measured from the end of the stub to the center of the manhole to which the stub is connected. Single joints of pipe constructed with a manhole are considered a part of that manhole and no additional payment will be allowed for manhole stub.

D. Storm sewer leads connecting an inlet with a manhole shall be measured from the center of the manhole to the center of the nearest edge of the inlet grate or plate.

E. Where the lines of the sewer cross a ditch or fully which is less than fifty (50) feet wide between the breaks of the banks on each side and the average slope of the banks is 1½:1 or steeper, the cuts shall be computed downward from a line drawn between the tops of the two banks at their break points. Where the sewer crosses earth embankments, the OWNER shall have the option of requiring their removal prior to a trenching machine cut, on a labor and equipment rental basis, and paying trench cuts from the new ground line, if such operation would result in an overall savings to the OWNER.

43. BASIS OF PAYMENT

A. All sewer mains, laterals, stubs, and inlet leads, measured as set out above, shall be paid for at the unit price bid by the CONTRACTOR for "Sewer" or "Inlet Leads" per linear foot complete in place, of the type, size and depth constructed.

B. The unit price bid for "Sewer" or "Inlet Leads", shall include full compensation for furnishing all labor, for furnishing and installing all pipe, for furnishing all material and equipment, for hauling excavation, for shaping of the trench bottom, and for all backfilling, tamping backfill, and removal of surplus excavated material, all as set out and included under "Excavation" of these specifications, and for all clean-up and incidentals necessary to furnish sewer pipe and inlet leads complete in place.

C. Payment of the unit price bid for "Extra Sewer Pipe", shall be full compensation for furnishing pipe, hand grading, laying and completing joints in same and hand tamping around same. Any extra excavation involved will be paid for in addition to the price for this item, such payment to be made as "Extra Excavation", or "Excavation" of this specification.

44. SPECIAL STRUCTURES FOR SEWERS

A. General: Special structures, outfalls, headwalls, and special manholes shall be constructed in accordance with at locations shown on the plans. Before starting work, the CONTRACTOR shall inform the ENGINEER as to the methods and equipment to be used and their adequacy shall be subject to the ENGINEER'S approval.

B. Excavation: Excavation for special structures shall conform to "UNCLASSIFIED STRUCTURAL EXCAVATION" of this specification.

C. Forms: Forms shall be built mortar-tight and of material sufficient in strength to prevent bulging between supports and shall be set and maintained to the lines designated until the concrete is sufficiently hardened to permit form removal. During the elapsed time between the building of the forms and placing of the concrete, the forms shall be maintained in a manner to eliminate warping and shrinking. All details of form construction shall be subject to the approval of the

ENGINEER, and permission to place concrete will not be given until all of such work is completed to his satisfaction.

1) Forms shall be designed for the pressure exerted by a liquid weighing one hundred fifty (150) pounds per cubic foot. The rate of placing the concrete shall be taken into consideration in determining the depth of equivalent liquid. An additional live load of fifty (50) pounds per square foot shall be allowed on horizontal surfaces. The maximum unit stresses shall not exceed one hundred twenty-five (125) percent of the allowable stress used by the ENGINEER for the design of structures.

2) If, at any stage of the work the forms show signs of building or sagging, that portion of the concrete causing such condition shall be immediately removed, and the forms shall be reset and securely braced against further movements.

3) Lumber for forms shall be properly seasoned and of good quality. It shall be free from loose or unsound knots, knotholes, twists, shakes, decay and other imperfections, which would affect its strength or impair the finished surface of the concrete. The lumber used for facing of sheathing shall be surfaced on all sides and shall be sized to uniform thickness.

4) Nominal one (1) inch thickness lumber will be permitted for general use if backed by a sufficient number of studs and wales. Form for exposed exterior surfaces and for inside walls of pumping stations shall be lined with clean, smooth and plywood, masonite, or other clean, smooth material approved by the ENGINEER as equal to plywood or masonite.

5) Forms or form lumber to be reused shall be maintained clean and in good condition as to accuracy, shape, strength, rigidity, tightness and smoothness of surface. Any lumber which is split, warped, bulged, marred, or has defects that may produce work inferior to that resulting from using new material shall not be re-used.

6) Studs shall not be less than two (2) inches by four (4) inches nominal section and shall be spaced center to center not more than twenty (2) times the actual thickness of the facing lumber. Wherever, practicable, studs shall be capped at the top with a plate of not less than two (2) inches by six (6) inches nominal size, carefully selected as to straightness. All joints in plates shall be scabbed at least four (4) feet each way to provide continuity.

7) Wales shall be spaced at such intervals as to hold forms securely to the designated lines. All wales shall be scabbed at least four (4) feet on each side of joints to provide continuity. A row of wales shall be placed within six (6) inches of the bottom of each placement.

8) Forms for walls or columns shall not be erected on concrete footings until the concrete in the footing has cured at least two curing days.

9) Forms shall be rigidly braced to prevent movement while placing the concrete.

10) All fact form material shall be fastened to all studs and shall have true horizontal and vertical joints. Facing material on horizontal and other surfaces shall be placed with parallel and square joints.

11) Metal form ties of an approved type shall be used to hold forms in place. Such ties shall be of a type especially designed for use in connection with concrete work, and they shall have provisions to permit ease or removal of the metal as hereinafter specified. The use of wire forms ties will not be permitted except for minor or special form areas where the use of rigid type metal ties would be impracticable.

12) All metal appliances used inside of forms to hold them in correct alignment shall be removed to a depth of at least one-half (½) inch from the surface of the concrete and shall be so constructed that the metal may be removed without undue injury to the surface by chipping or spalling. Such devices, when removed shall leave a smooth opening in the concrete surface. Burning off of rods, bolts, or ties will not be permitted.

13) Metal ties shall be held in place by devices attached to wales. Each device shall be capable of developing the strength of the tie.

14) Pipe spreaders will not be permitted.

15) Metal and wooden spreaders, which are separate from the forms, shall be entirely removed as the concrete is being replaced.

16) Where wires ties are used, all wires, upon removal of the forms shall be entirely removed as the concrete is being replaced.

17) All cavities produced by the removal of metal ties shall be carefully cleaned and completely filled with retempered cement-sand mortar mixed in proportion of one to three, and the concrete shall be left smooth and even.

18) For narrow walls and other locations where access to the bottom of the forms is not readily attainable otherwise, adequate clean-out openings shall be provided.

19) At the time of placing concrete, the forms shall be clean and entirely free from all chips, dirt, sawdust and other extraneous matter.

20) The facing of all forms shall be treated with oil before concrete is placed. In hot weather, both sides of fact forms may be required to be treated with oil to prevent warping and to secure tight joints. The oil must be applied before the reinforcement is placed. The oil used for this purpose

shall be a light clean oil, which will not discolor or otherwise injuriously affect the concrete surface.

21) In general, all forms shall be thoroughly wetted before the concrete is placed therein.

22) The foregoing specifications for "Forms" as regards design, mortar-tightness, filleted corners, beveled projections, bracing, alignment, removal, re-use, oiling and wetting, shall apply with equal force to metal forms.

23) The metal used for forms shall be of such thickness that the forms will remain true to shape. All bolts and rivet heads on the facing sides shall be countersunk. Clamps, pins, or other connecting devices shall be designed to hold the forms rigidly together and to allow removal without injury to the concrete. Metal forms, which do not present a smooth surface, shall not be used.

D. Finish: Where surface finish is required on plans the operation of surface finish shall be in accordance with the following provisions:

1) As soon as forms are removed, all necessary pointing shall be done. When the pointing has set sufficiently to permit it, all surface requiring surface finish shall be wet with a brush and given a first surface rubbing with a No. 16 Carborundum Stone or an abrasive of equal quality. The rubbing shall be continued sufficiently to bring the surface to a paste, to remove all form marks and projections and to produce a smooth dense surface without pits or irregularities. The use of cement to form a surface past will not be permitted. The material, which has been ground to a paste in this process, shall be carefully spread or brushed uniformly over the surface and allowed to take a reset.
2) In general, chamfered corners shall not be rubbed in the first surface rubbing.
3) During the process of conditioning the completed structure for final acceptance, the surfaces of the entire structure requiring finish shall be cleaned free from drip marks and discoloration and shall be given a final rubbing with a #30 Carborundum Stone or an abrasive of equal quality. On completion of this rubbing, the surface shall be neatly striped with a brush and the mortar on the surface shall be allowed to take a reset. The surface shall then be washed down with clean water. The entire structure shall be left with a clean, neat and uniform appearing finish and shall be uniform in color.
4) The surface of concrete slabs shall be finished by floating.

45. MEASUREMENT OF CONCRETE

The quantities of concrete of the various classifications, which constitute the completed and accepted structure, will be measured by the cubic yard in place. Only

accepted work will be included, and the dimensions used will be those shown on the plans or ordered in writing by the ENGINEER. No deductions in measurement will be made for paneling less than three (3) inches in width by one (1) inch deep, for chamfers less than two (2) inches, for embedded reinforcing steel, or for embedded portions of structural steel members. Deductions will be made for embedded portions of piling.

46. BASIS OF PAYMENT, CONCRETE

A. The concrete quantities, measured as provided above will be paid for at the unit price bid per cubic yard for the various classifications of concrete shown, which prices shall be full compensation for furnishing, hauling, and mixing all concrete materials; placing, curing, and finishing all concrete, all grouting and pointing; furnishing and placing all drains, all manhole steps, except as hereinafter provided; furnishing and placing metal flashing strips, and for all forms and false-work, labor, tools, equipment, and incidentals necessary to complete the work.

B. The above provisions for payment shall not be interpreted to provide payment for concrete, in railing, pilings, concrete sewer or leads or other concrete items for which provisions is otherwise made in the contract.

47. BASIS OF PAYMENT SPECIAL STRUCTURES

A. The special structures shall be paid at the unit prices bid for "UNCLASSIFIED STRUCTURAL EXCAVATION", "CONCRETE FOR SEWERS AND APPURTENANCES", "BASIS OF PAYMENT, CONCRETE", of "SPECIAL STRUCTURES FOR SEWERS", "REINFORCING STEEL", "BRICK MASONRY", and "CAST IRON CASTINGS" (except for manhole steps) of this specification.

B. To avoid the grouping of work and material of widely differenced character into a single bid item, the proposal may show the bid items divided into items relating to individual structures, to parts of structures, or to groups of structures, as for example, "Outfall Structures"; "Junction Chamber", etc., and the unit prices bid for the various items entering the construction of the special structure shall be full compensation for completion of that structure in accordance with plans and specifications.

C. Where the proposal shows a "Lump Sum" bid item for a structure "Complete in Place", in accordance with plans and specifications, this price shall include all excavation, concrete, reinforcing steel, and all material and labor and backfill in accordance with plans and these specifications.

48. MANHOLES

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Manholes are to be Fiberglass.

C. The inverts of the sewer lines or several sewer lines entering the manhole at or near the flow line elevation of the manhole shall be shaped and routed across the floor of the manhole using mortar to obtain the proper contour.

49. CAST IRON

A. Cast iron for manhole frame, covers shall conform to the shape and dimensions shown on the drawings and shall be clean, and perfect, free from sand or blowholes, or other defects. Holes in cover must be free from plugs and shall be clean. Bearing surfaces of manhole frames and covers are to be machined so that even bearing may be had in any position in which manhole cover is seated in the frame. Cast iron shall conform to ASTM Specifications A-48 for Class 20 Gray Cast Iron.

B. Clear Opening of Manholes shall be thirty (30) inches minimum as required by TCEQ §217.55(k).

50. DROP ON SANITARY SEWER MANHOLE

This item consists of constructing one standard drop connection on one side only of a sanitary sewer manhole as shown on drawings in these specifications, being all work shown on the detail of a "Standard Drop Manhole" that is not included on the detail of a "Standard Sanitary Sewer Manhole", consisting of additional footing, sewer pipe vertical riser connecting quarter bend and tee.

51. BLIND DROP-ON SANITARY SEWER MANHOLE

This item is exactly the same as described under the preceding item, "Drop on Sanitary Sewer Manhole", except that the tee at the top of the drop shall be omitted. The vertical pipe riser shall terminate at the top with a plugged bell and the top of the concrete encasement shall be not less than six (6) inches below the top of the bell and not less than one foot above the top of the next lower bell.

52. PRECAST CONCRETE MANHOLE

A. Description: The work to be performed under this item shall consist of the construction of manholes complete in place, including the furnishing, adjusting to grade, and installation of manhole casting and cover.

B. Construction Methods: Manholes will be constructed at locations shown on the plans, and of the type and depth indicated thereon. Detailed drawings of the various types of manholes to be employed in the work are included in these specifications and each manhole shall be constructed in strict accordance with these detailed drawings included in these specifications.

C. Precast Concrete Bases:

1) Precast concrete manhole bases to be bedded on a minimum of 8 inches of cement-stabilized sand or crushed aggregate as used for pipe bedding. The dimensions of the bedding to be 12 inches greater than the precast manhole base in all directions. The bedding to be placed to provide a firm foundation for the manhole. CONTRACTOR to level and plumb the base section prior to setting the manhole riser sections on the precast concrete base.

2) All invert channels are to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to the flow. The bench to be furnished smooth, with a slope of ½ inch per foot from the manhole walls to the edges of the invert channel. Invert channels to be formed so that with the incoming sewer flowing full, all of the flow will be continued within the invert channel, as shown on plans.

3) All invert channels to be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The bench to be finished smooth with a slope of 1 inch per foot from the manhole walls to the edges of the invert. Bench to rise vertically from centerline of pipe to crown of pipe. Edges of invert channels to be rounded with 1 inch radius.

4) Sewer pipe joints shall not be cast or constructed within the wall sections of manholes.

5) Gasket and joint surfaces on recessed O-ring joints to be lubricated with a lubricant suitable for use with confined rubber O-ring concrete pipe joints. Dust, dirt, and foreign matter must be removed from the joint surfaces. Lubricant can be applied with a brush, cloth, pad, sponge or glove. A smooth, round object should be inserted under the gasket and urn around the circumference two or three times to equalize stretch in the gasket.

6) Gasket and pipe surfaces at resilient pipe to manhole connections to have a smooth clean finish. Clean and lubricate pipe end a minimum of one-half the pipe diameter in length with a lubricant suitable for use with rubber O-ring concrete pipe joints. Lubricate the entire portion on the pipe, which will slide through the resilient connector. When pipe barrel is lubricated, pipe can be installed in either direction from inside or outside of manhole. If pipe is cut, no sharp edges to be allowed. A slight bevel is preferred, as a lead and this should also be lubricated. No mortar to be placed around the connector on the outside of the structure and no mortar to be placed around the top half of the connector on the inside when completing the invert.

7) Backfill must be placed on 12" maximum lifts and compacted evenly around the manhole, one layer at a time, to 90% proctor density.

8) Materials – Precast bases shall be constructed in accordance with ASTMC-478 and equal to Moor-Tex.

D. Method of Measurement:

Measurement shall be in accordance with paragraph 55.

53. FIBERGLASS MANHOLES

Prefabricated Fiberglass Manhole may be constructed in lieu of brick and precast concrete manhole. The unit shall have all joints precast in factory and be capable of supporting AH-20 Dynamic Wheel load with a vertical deflection of less than ¼" when supporting a 24,000 lb Static load. Cylinder Axial Compressive Strength Min. 18,000 psi and shall be equal to Owens Corning Reinforced Polyester Manhole.

- Steps are not required for Fiberglass Manhole.
- Ring and cover shall be 30" diameter Iron Casting per plan details.
- Installation shall be in strict accordance with manufacturer's recommendation.

54. BACKFILL

The space excavated around manhole location shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" in this specification.

55. METHOD OF MEASUREMENT – MANHOLES ON PIPE SEWERS

The depth of manholes completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the sewer main to the top of the manhole casting. With the exception of shallow manholes as shown on drawings included in these specifications, all manholes with a depth up to and including

eight (8') feet when measured as set out above, shall be designated as Standard Manholes. All manholes exceeding eight (8') feet in depth shall be designated "Extra Depth Manholes". Shallow manholes will be measured as a unit complete in accordance with drawings included in these specifications.

56. SANITARY MANHOLE DROPS

A. The depth of drop on Type 1 sanitary sewer manholes will be measured from the flow line of the horizontal portion of the Tee to the flow line of the main sewer in the manhole. On Type 2 manholes, the depth of drops will be measured from the flow line of the Tee at the top to the inside top of the monolithic sewer in the manhole. If the depth of a drop exceeds three (3') feet, the CONTRACTOR will be paid for such excess at the unit price for "Extra Depth Manhole Drop".

B. The depth of "Blind Drop-On Sanitary Sewer Manhole" shall be from the top of the pipe bell down in the same manner as described for regular drop and any depth in excess of three (3') feet, will be paid for at the unit price bid for "Extra Depth Manhole Drop".

57. BASIS OF PAYMENT

A. All manholes measured as set out above, and not exceeding the dimensions specified for standard manholes of the type constructed, will be paid for at the unit price bid for Standard Manhole of that type. That portion of manhole exceeding the dimensions of "Standard Manhole" of the type constructed will be paid for at the unit price bid per foot for "Extra Depth Manhole" of that type for each foot or fraction thereof exceeding dimensions of "Standard Manhole".

B. The unit price bid for Standard Manholes, Standard Shallow Manholes, Extra Depth Manholes, Drop-On Sanitary Manhole and Blind Drop-On Sanitary Manholes shall be full compensation for furnishing all labor; furnishing and installing all materials including castings and cast iron manhole steps; and for all excavation, mixing and placing of concrete, brick, mortar and brickwork; pumping, hauling, excavation disposal of surplus earth; backfilling tamping; connection leads, stubs and sewer lines to the manhole, and all other incidentals necessary to complete the manhole.

58. INLETS

A. Description: The work to be performed under this specification shall consist of the construction of inlets complete in place, including the furnishing, installing, and adjusting cast iron frame and plate, and shall also include the connection of inlet leads to the inlet. Inlets constructed under this item shall be in accordance with detailed drawings in these Specifications and such special details as may be shown on the plans.

B. Construction Methods: All inlets shall be constructed to the line and grade at the locations shown on the plans and as established by the ENGINEER. All dimensions of inlets shall be in strict accordance with the drawings mentioned above. The box section of inlets may be constructed of Class "A" concrete or of brick. Brick inlets shall be plastered with one-half inch mortar on inside. The walls for brick inlets shall be aluminum of 8" thick. Regardless of materials used for the box section, the floor slab and beam for the inlet shall be Class "A" concrete. All inlet leads shall be neatly cut off at the inside face of inlet wall, pointed up with mortar. In general, forms will be required for both the outside and inside faces on inlet walls, however, if the nature of the material excavated for the inlet is such that it can be hand trimmed to a smooth vertical face, the outside forms may be omitted, when such omission is approved by the ENGINEER.

1) When the box section of the inlet has been completed, the floor of the inlet shall be shaped by filling with mortar to conform to the sections shown on the detailed drawings.

2) Cast iron inlet plate frames shall be accurately adjusted to line, grade and slope and grouted in place with mortar.

3) Cast iron for inlet frames and plates, bricks and brickwork shall conform to specifications for these items as set out under "MANHOLES" of this specification.

4) Mortar used for construction of inlets shall consist of one part Portland Cement and three parts sand meeting the specifications for fine aggregates set out in "METHOD OF MEASUREMENT" of "CONCRETE FOR SEWERS AND APPURTENANCES" of this specification.

5) Inlets shall be backfilled in accordance with "BACKFILLING" of "EXCAVATION" of this specification.

59. METHOD OF MEASUREMENT

The depth of inlets completed in accordance with these specifications shall be determined by measuring the vertical distance from the flow line of the inlet lead to the top of the curb beam. A standard Single "B" type inlet shall have a depth of 3.60 feet (3' – 7¼") and a standard Double "B" type inlet shall have a depth of 4.05 feet (4'–0"). Inlets exceeding the above depth shall be known as "Extra Depth Inlets" of the type involved.

60. BASIS OF PAYMENT

A. All inlets measured as set out above, and not exceeding the depth set out for Standard Inlets of the type in questions, shall be paid for at the unit price for Standard Single "B" or Standard Double "B" Inlets as the case may be. That portion

of an inlet exceeding the standard depth will be paid for at the unit price per foot for extra depth inlet.

B. The unit price bid for Standard Inlets or Extra Depth Inlets shall be full compensation for furnishing all labor, tools and equipment, for furnishing and installing all materials including cast iron plate frames and plates for all excavation, mixing and placing of concrete, brick, mortar and brickwork, reinforcing steel, pumping, hauling, form work, disposal of surplus excavated material, backfilling, compacting backfill and all other incidentals necessary to complete the inlet.

61. SEWER TUNNEL CONSTRUCTION

A. Description: The work to be performed under this item shall consist of the construction of sewer in tunnel of the size and type indicated on the plans.

B. General: This method of sewer installation will only be permitted at locations indicated on the plans, or where specifically authorized in writing by the ENGINEER. It shall be the responsibility of the CONTRACTOR to satisfy himself as to the soil conditions and types of geological formation in and through which the tunnel is to be installed, prior to submitting a proposal for doing the work. Where test borings are shown on the plans, such information is merely for the guidance of the CONTRACTOR and such information is not to be construed in any manner as a guarantee by the OWNER that such conditions of subsurface strata are infallible.

C. Construction Methods: Shafts will be excavated at points indicated on the plans or where directed by the ENGINEER, to such depth and location necessary to drive tunnels to the line grade established by the ENGINEER. When a shaft or shafts have been excavated to proper elevation and shored and braced adequately, the horizontal excavation for tunnel shall be started. Bracing, shoring, sheeting, and roofing, or metal tunnel linings, if used, shall be installed immediately upon completion of excavation to proper cross section, and in no circumstances shall the finished section of tunnel precede such installation by more than two feet. Suggested details of timber work for installation in a tunnel may be shown on the plan; however, it shall be the CONTRACTOR'S responsibility to check the same to satisfy himself as to the adequacy of the design prior to use. Any alternate plan proposed by the CONTRACTOR shall be submitted to the ENGINEER for checking.

1) Cylindrical metal linings, either tunnel liner plates fabricated in place in the tunnel or corrugated culvert pipe, jacked ahead as the tunnel excavation proceeds will, unless otherwise specified, by approved for use in lieu of timber linings. Liner places or culvert pipes shall have sufficient strength to provide safe support for all earth and other loads likely to be encountered and shall be equal in every respect to the strength of timber or other supports and linings that may be shown on the plans.

2) The inside diameter of tunnels for pipe sewers shall be ample to permit proper access to making up the joints. The inside diameter of tunnels for monolithic sewers shall be sufficient to provide for the inside diameter for the sewer plus twice the minimum thickness plus any additional diameter necessary to secure minimum wall thickness when forms cannot be placed in the exact center of the tunnel.

3) Where the length of tunnel is in excess of ten (10) feet, the CONTRACTOR shall be required to bore holes from the surface to and through the roof of tunnel for depositing concrete. These holes shall be of such numbers and spaced as directed by the ENGINEER and under no condition shall spacing of holes exceed ten (10) feet. Tremies will be used for depositing concrete as these intermediate points along the sewer tunnel. Where monolithic sewer is required, inside forms shall be carefully placed to true line and grade as established by the ENGINEER and shall be securely blocked in place to prevent floating or misalignment during the concreting operation. The consistency of concrete placed in the sewer tunnel shall be carefully controlled in insure flow to all parts of sewer barrel without pocketing or honeycombing. Concrete shall be thoroughly puddled at all points. The interior form of the barrel of the sewer shall be thoroughly vibrated to insure monolithic construction.

4) In lieu of placing concrete though holes bored from the surface the CONTRACTOR will be permitted to place grout by means of suitable pumping equipment, in tunnels containing pipe sewers. Such methods shall not be used for construction of monolithic sewers.

5) The shafts and tunnel shall be maintained in a dry condition during the excavation period, and shall continue to be dept in a dewatered state until after concrete has attained its final set. This shall be accomplished by pumping, bailing, or wellpointing at the CONTRACTOR'S own expense. Where precast concrete pipe is placed under this specification, it shall be encased in concrete in accordance with related drawings.

6) Where the plans call for cast iron or other pipe in a bored hole the work shall be done as follows: when only one length of pipe is to be installed so that the pipe bell or other joint will not enter the bore, the inside diameter of the bored hole shall not exceed the outside diameter of the pipe by more than one (1) inch. Where pipe bells or other types of joints must enter the bore, the inside diameter of the pipe bell or other type of joint by more than one (1) inch. Leaded joints to be installed in bored holes shall be caulked with extra care with the maximum amount of lead and fully protected against any bending action.

7) On gravity lines where leakage tests are not made, the ENGINEER may require that the pipe be plugged and filled with water to reveal any leakage. The tunnel shall be checked by the ENGINEER before the cast iron pipe is placed therein. If the tunnel at any point is more than 0.15 feet above grade, or more than ¼ the

inside diameter of the pipe below grade, the hole shall be rebored or otherwise modified as directed by the ENGINEER, to come within these tolerances.

D. Materials

1) Concrete for work under this specification shall be furnished in accordance with "CONCRETE" of these specifications.

2) Where pipe Sewer is specified for installation in a tunnel it shall conform to specifications as set out elsewhere herein for the type required.

62. METHOD OF MEASUREMENT

Sewer installed in a tunnel in accordance with these specifications shall be measured by the linear foot between the faces of shafts or portals at the ends of the tunnel. When cast iron pipe is used, no additional payment will be made for cast iron pipe projecting outside of ends of the tunnel, or for concrete collars joining the same to concrete pipe.

63. BASIS OF PAYMENT

Sewer in a tunnel measured as set out above and accepted by the ENGINEER shall be paid for at the unit price bid by the CONTRACTOR for "Sewer Tunnel Construction" of the size indicated on the proposal sheet, which price shall be full compensation for furnishing all tools, equipment, labor, and materials; all excavation, disposal of excess excavation; all shoring, bracing and sheeting; all pumping, bailing, and operations used in dewatering; all fine grading and trimming, placing of all forms, mixing, placing, puddling, and finishing of all concrete; furnishing, fabricating, placing of all reinforcing steel; furnishing and placing pipe for sewer where required, all backfilling and other incidentals necessary to furnish complete the sewer installation in tunnel.

64. CONCRETE FOR SEWERS AND APPURTENANCES

A. Description: These specifications shall govern for the materials used for the storing, measuring and handling of materials, for Monolithic Sewers, Outfall Structures, Sewer Appurtenances, and incidental construction.

B. Concrete: Concrete shall be in accordance with the current ASTM Specifications for each specific method for transportation to the job site (dry batch, transit mix, etc.)

1) The OWNER will provide laboratory services to provide initial batch design from one supplier.

2) Batch designs required due to material variance or change in supplier will be performed by a laboratory selected by the OWNER, however, the CONTRACTOR shall be responsible for the costs derived from laboratory work.

C. Placing Concrete: The CONTRACTOR shall give the ENGINEER sufficient advance notice before starting to place concrete in any unit of the structure to permit the inspection of forms, the reinforcing steel placement, and preparations for casting. Unless authorized by the ENGINEER, no concrete shall be placed in any unit prior to the completion of the formwork and the placement of the reinforcement. No concrete shall be placed before the completion of all adjacent pile driving or other operations, which might prove detrimental to the concrete.

1) Whenever it is necessary to continue the mixing, placing, and finishing of the concrete after the daylight hours, the site of the work shall be brilliantly lighted so that all operations are plainly visible. In general, however, concrete placing shall be so regulated as to permit finishing operations to be completed in the daylight hours.

2) The ENGINEER reserves the right to order postponement of the placing operations when, in his opinion, impending whether conditions may result in rainfall or low temperatures which will impair the quality of the finished work. In case rainfall should occur after placing operations are stared, the CONTRACTOR shall provide ample covering to protect the work. In case of drop in temperature, the provisions set forth in "PLACING CONCRETE IN COLD WEATHER" of this section of this specification shall be applied.

3) The sequence of placing concrete shall be as provided on the plans or in the specifications. The operation of depositing and compacting the concrete shall be conducted so as for form a compact, dense impervious mass of uniform texture, which shall show smooth faces on all surfaces. The placing shall be so regulated that the pressures caused by the plastic concrete shall not exceed the loads used in the design of forms. No more than one (1) hour shall lapse between the placing of successive layers of concrete in any portion of the structure included in a continuous placement.

4) The method and manner of placing shall be such as to avoid the possibility of segregation or separation of the aggregate or the displacement of the reinforcement. Concrete will not have a free fall of more than three (3) feet except in the case of thin walls such as culvert walls. The spattering of forms or reinforcement bars shall be prevented if the concrete so spattered will dry or harden before being incorporated in the mass.

5) Each part of the forms shall be filled by depositing concrete directly as near its final position as possible. The coarse aggregate shall be worked back from the face and the concrete forced under and around the reinforcement bars without displacing them. Depositing large quantities at one point in the forms and running or working it along the forms will not be allowed.

6) After the concrete has taken initial set, the forms shall not be jarred or any strain placed on projecting reinforcement.

7) Chutes, troughs, or pipes used as aids in placing concrete shall be arranged and used so that the ingredients of the concrete will not be separated. When steep slopes are necessary, the chutes shall be equipped with baffle boards or bee made in short lengths that reverse the direction of movement. Open troughs and chutes shall extend, if necessary, down inside the forms, or the ends of such chutes shall terminate in vertical downspouts. All chutes, troughs, and pipes shall be kept clean and free from coatings of hardened concrete by a thorough flushing with water before and after each placement. Water used for flushing shall be discharged clear of the concrete in place. The use of chutes in excess of thirty-five (35) feet total length for conveying concrete will not be permitted except by specific authorization from the ENGINEER.

8) All concrete shall be well compacted and the mortar flushed to the surface of the forms by continuous working with concrete spading implements or mechanical vibrators of an approved type.

9) Vibrators of the type, which operate by attachment to forms or reinforcement, will not be permitted. The vibrators shall be applied to the concrete immediately after deposition and shall be moved throughout the mass, thoroughly working the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms until it has been reduced to a plastic mass. The mechanical vibrator shall not be operated so that it will penetrate or disturb layers placed previously which have become partially set or hardened. The vibration shall be of sufficient duration to accomplish through compaction and complete embedding of reinforcement and fixtures, but shall not be done to an extent that will cause segregation. Vibration shall be supplemented by hand spading if necessary to insure the flushing or mortar to the surface of all forms.

65. PLACING CONCRETE IN COLD WEATHER

A. No concrete shall be placed when the atmospheric temperature is at or below 35°F. (taken in the shade away from artificial heat) unless permission to do so is given in writing by the ENGINEER. When such permission is given, or in cases where the temperature drops below 35°F after concreting operations have been started, the CONTRACTOR shall furnish sufficient canvas and framework or other type of housing to enclose the structure in such a way that the air around the forms and fresh concrete can be kept at a temperature not less than 40°F for a period of seventy two (72) hours after the concrete is placed. Sufficient heating apparatus such as stove, salamanders, or steam equipment and fuel to furnish all required heat shall be supplied. The treatment of mixing water and aggregates used in mixing concrete shall be as specified as follows:

1) All water used for mixing shall be heated to a temperature of at least 70°F but not over 150°F. Aggregates shall be heated wither by steam or dry heat to a temperature of at least 70°F but not over 150°F. The heating apparatus shall be such as to heat the mass of aggregates uniformly and preclude the occurrence of hot spots, which will burn the material.

2) Temperatures of mixed concrete shall not be less than 50°F at the time of placing in forms.

3) It is understood that the CONTRACTOR is responsible for the protection of concrete placed under any and all weather conditions. Permission given by the ENGINEER to place concrete during freezing weather will in no way relieve the CONTRACTOR of the responsibility for satisfactory results. Should concrete placed under such conditions prove unsatisfactory, it shall be removed and replaced.

66. METHOD OF MEASUREMENT

A. Unless otherwise specified, concrete furnished under this item, including all work set out herein and incidental to the furnishing, mixing, forming, placing, finishing, and concrete during, will not be paid for directly. The CONTRACTOR will include the cost of this item in the unit price for monolithic sewer, manholes, inlets or other lump sum structure.

B. Where prices are requested on the proposal sheet for "Extra Concrete" and where it is specifically authorized for use by the ENGINEER, such concrete will be measured by the cubic yard of the acceptable concrete complete in place.

C. Basis of Payment: "Extra Concrete" measured, as set out above will be paid for at the unit price bid per cubic yard for "Extra Concrete". This price shall be full compensation for furnishing all materials, hauling, mixing, forming, placing, finishing, curing, and for the furnishing of all tools, plant and incidentals necessary to furnish complete on cubic yard of concrete complete in place.

Where the proposal calls for "Extra Concrete Without Forms" and for "Extra Form Work" payment of both of these items shall be full compensation for supplying and placing concrete in forms and for the necessary form work. Class "C" concrete is intended for use in seal slabs and the price for this item shall include the cost of excavation necessary to place the seal slab.

Timber troughs across trenches for concrete beams to be poured around pipes or ducts crossing the trench will not be considered as form work, such timber being considered as a part of the trench sheeting and bracing and no additional payment will be made for same.

67. REINFORCING STEEL

This item shall provide for the furnishing and placing of reinforcing steel of the type, size and quantity designated for use in sewers and appurtenance sewer structures as shown on the plans and in accordance with these specifications.

A. Materials: All bar reinforcement shall be open-hearth new billet steel of structural, intermediate, or hard grade.

1) New billet steel shall conform to the requirement of the Standard Specifications for Billet Steel Concrete Reinforcement Bars, ASTM Designation A-615.
2) Unless otherwise shown on the plans, all reinforcing bars shall be deformed bars conforming to the requirements of ASTM Specification A-498.
3) Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth billets. Wire shall conform to the requirements of the Standard Specification for Cold Drawn Wire for Concrete Reinforcement, ASTM Designation A-185.
4) In cases where the provision so this item are in conflict with the provisions of the ASTM Designations, to which reference is made, the provisions of this item shall govern.
5) The nominal size and area and the theoretical weight of reinforcing steel bars covered by the specification are as follows:

(Note: Wherever bars of a given diameter or size are specified herein, or shown on the plans, bars other than round or square but providing an equivalent nominal area weight will be considered acceptable unless specifically noted otherwise on plans.)

No.	Nominal Diameter Inches	Nominal Area Square Inch	Weight per Linear Foot
2	1/4"	0.05	0.167
3	3/8"	0.11	0.376
4	1/2"	0.20	0.668
5	5/8"	0.31	1.043
6	3/4"	0.44	1.502
7	7/8"	0.60	2.044
8	1.000"	0.79	2.670
9	1.128"	1.00	3.400
10	1.270"	1.27	4.303
11	1.410"	1.56	5.313

B. The weight of any lot (see note) of bars shall not vary more than three and one-half (3½) percent under the theoretical weight for bars three-eighths (1/8) inches and over in nominal size of diameter; not more than five (5) percent under theoretical weight for bars under three eighths (1/8) inch in nominal size or diameter. The weight of any individual bar shall not vary more than six percent under the theoretical weight for bars three-eighths inch in size or diameter. The theoretical weight of deformed bars shall be the same nominal size. Bars or lots which vary more than the above limits shall be rejected.

(Note: The term "lot" used in the above paragraph shall mean all of the bars of the same nominal weight per linear foot in a carload or in a consignment if less than a carload.)

C. Where wire is ordered by gauge number, the following relation between number and diameter, in inches shall apply unless otherwise specified:

Gauge Number	Equivalent Diameter Inches	Gauge	Equivalent Diameter Inches
0	.3065	8	.1620
1	.2830	9	.1483
2	.2625	10	.1350
3	.2437	11	.1205
4	.2253	12	.1055
5	.2070	13	.0915
6	.1920	14	.0800
7	.1770		

D. The dimensions of the wire on any diameter shall not vary more than 0.003 inches from the specified nominal diameter. The difference between the maximum diameters as measured on any given cross-section of the wire shall not be greater than 0.003 inches. Wire having a diameter, which varies more than 0.003 inches under the theoretical diameter, shall be rejected.

..... End of Section .....

Specifications For Low Pressure Sewer System

1.0 GENERAL

1.1 SUMMARY

A. General Description of Equipment: The Manufacturer shall furnish complete factory-built and tested Residential Grinder Pump Sewage System(s), each consisting of a 2 HP centrifugal grinder pump, a collection basin constructed of fiberglass reinforced polyester resin, pump control float switches, shut off valve, pump disconnect and check valve, discharge pipe assembly and alarm panel. For ease of serviceability, all grinder pumps shall be of like type, impeller and horsepower throughout the system. To ensure single source responsibility for the equipment, the Residential Grinder Pump Sewage System(s) shall be by the single vendor as supplying the pump, collection tank, level control and alarm panel.

B. Qualifications: The Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low-pressure sewer systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of five (5) of its grinder pump system installations.

1.2 SYSTEM PERFORMANCE REQUIREMENTS

Grinder Pump shall be 2 horsepower, 230 volts, single phase, 60 Hertz, and 3450 RPM. Grinder pump, with three mercury level switches and shall be capable of delivering from 15 gallons per minute (gpm) against a total dynamic head (TDH) of 12 feet. Manufacturer shall provide pump characteristics diagrammed graphically on performance curve. Performance curve shall be established by measuring total dynamic head in feet of water against discharge flow in gallons per minute and shall contain at least 5 measured points. Each pump shall be expected to perform as its curve describes.

1.3 SHOP DRAWINGS

After receipt of notice to proceed, the manufacturer shall furnish a minimum of four (4) sets of shop drawings detailing the equipment to be furnished including dimensional data and materials of construction. The Engineer will promptly review this data, and return two (2) copies as accepted shop drawings. The Manufacturer shall proceed immediately with the fabrication of the equipment.

1.4 MANUFACTURER QUALITY ASSURANCE

Qualifications: Manufacturer shall demonstrate experience in the design, manufacture, and assembly of complete grinder pump systems for specific use in low pressure sewage systems. The company shall submit detailed installation and user instructions for its product, submit evidence of an established service program including complete parts and

service manuals, and be responsible for maintaining a continuing inventory of the grinder pump system replacement parts. The manufacturer shall provide a reference list of three (3) local grinder pump systems installations.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading: Manufacturer shall provide a complete Residential Grinder Pump Sewage System(s) on skid(s) or pallet(s) ready to install. Do not drop or impact the collection tank. If collection tank must be moved, be sure that ground traversed is smooth and free of rocks, debris, etc. When lifting the collection tank, only a pliable strap or rope should contact basin. Do not use chains or steel cables.

B. Storage and Protection: Store Residential Grinder Pump Sewage System(s) away from sun and weather exposure until installation.

1.6 WARRANTY

The Manufacturer shall furnish a one year written warranty as follows for the complete package grinder pump sewage system against any and all defects in material and factory workmanship provided product is installed, serviced, and operated under normal conditions according to Manufacturer's instruction. Defects found during the warranty period will be reported to the manufacturer by the owner. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of defective parts or equipment to manufacturer.

2.0 PRODUCTS

2.1 MATERIALS

All components shall be constructed of corrosion resistant materials with proven history in residential sewage service. Painted steel or galvanized steel components exposed to effluent shall not be allowed.

2.2 MANUFACTURED UNIT

Vendor shall provide factory built and tested Residential Grinder Pump Sewage System(s) a fiberglass collection basin, shut-off valve, check valve and electrical alarm/disconnect panel, and all necessary internal wiring, piping, and controls.

2.3 CORE UNIT

Residential Grinder Pump Sewage System(s) shall have easily removable pump assembly. The pump assembly shall contain pump, motor, grinder, and 1 check valve. A ½" polypropylene lifting rope with knots in 12" increments with a breaking strength of 3750 Lbs. is to be provided to retrieve the pump from the collection basin for repair or replacement. Pump must be serviceable or repairable without special tools.

2.4 COMPONENTS

A. **Grinder Pump:** Grinder pump shall be a centrifugal design with mechanical seal, vertical shaft, motor driven, solids handling pump.

1) Grinder: Grinder unit shall be on suction side of pump impeller and discharge directly into impeller inlet leaving no exposed shaft to permit packing or wrapping of ground solids. Grinder shall include a stationary hardened, stainless steel, cutter ring spaced in accurate close annular alignment with the driven cutter element. The driven cutter shall carry two (2) hardened and ground type series 440 stainless steel cutters. This assembly shall operate without objectionable noise or vibration over the entire range of operating conditions. The grinder shall be designed and constructed so as to eliminate clogging and jamming under all normal operating conditions including starting. Stationary cutter shall be reversible to provide new cutting surface without replacing with new material. Cutters shall be hardened to Rockwell 55-60C.

The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects" such as paper, plastic, diapers, and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/2" diameter piping.

2) Electric Motor: Motor shall be a 2 HP, 3450 RPM, 230V, 60 Hertz, single phase, ball bearing, with Class F windings. Motor can be mounted in a sealed, dielectric oil filled, submersible housing to provide permanent lubrication and efficient cooling or air cooled with appropriate insulation. Start switch shall be of solid state design. Start and run capacitors shall be mounted inside control panel for ease of replacement. Motor design shall be adequate so that the pump is non-overloading throughout the pump performance curve. Stator windings shall be insulated with moisture resistant Class F or H insulation rated for a minimum 311°F (155°C) with heat sensor. The motor shall be designed for handling residential sewage of 104°F (40°C) and capable of up to thirty (30) evenly spaced starts per hour. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal and current overload protector incorporated into the motor windings. This motor protection shall have been specifically investigated and recognized by UL and certified by CSA for the application.

3) Pump Cable: The pumps shall be equipped with 35 feet of 14 AWG 4-conductor cable and shall be sealed at the motor end as it enters the motor casing by a two-part barrier to moisture intrusion. The barrier shall be the compression of the oil and chemical resistant grommet, which shall seal the outer jacket of the power cord. In the event that the outer jacket of the power cord should become damaged, then the second line of defense shall be the epoxy poured isolated conductors within the jacketed cable itself. The insulation shall be removed from the individual conductors and the epoxy shall be allowed to form a leak-proof seal against wicking of the power cable between the outer jacket and the insulation of the individual conductors. The outer jacket of the power cord shall be oil resistant and water-resistant. The power cable shall be rated for NEC type "SOW" or "SOOW".

4) Mechanical Seals: Grinder pump shall be provided with dual mechanical shaft seals to prevent leakage between the pump and motor. Seal interface shall be held in contact by stainless steel spring and hardware. Seal system shall be cooled and lubricated with dielectric oil from the motor housing. Seal system shall not rely upon the pumped media for lubrication. Seal system shall be protected from solids in pumped media by pump-out vanes on pump impeller back shroud.

5) Pump Construction: Motor housing, bearing housing and volute shall be of ASTM A-48 gray cast iron, with smooth surfaces devoid of blow holes or other irregularities. All exposed nuts or bolts shall be Type 304 stainless steel or brass construction. All metal surfaces coming into contact with the residential sewage other than stainless steel or brass, shall be protected by an electrocoat paint finish on the interior and exterior of the pump.

6) Pump/Motor Shaft: Shaft shall be constructed of solid 400 series stainless steel. Shaft length measured from lower ball bearing to end of shaft shall not exceed 2-3/4 inches to minimize deflection and prolong bearing and mechanical seal life.

7) Bearings: Pump/motor shaft shall rotate on two single row ball bearings. Motor bearings shall be permanently lubricated by complete submergence in dielectric oil. Bearings shall be designed to compensate for axial thrust and radial forces developed by pump operation at all points on the pump performance curve and a twenty (20) percent grinder duty cycle. Calculations shall be provided by the pump manufacturer upon request. Sleeve or grease packed bearings shall not be acceptable. Bearings which require lubrication according to a prescribed schedule shall not be acceptable.

8) Mechanical seals: Motor shall be protected by two mechanical seals mounted in tandem with a seal chamber between the seals. Seal chamber shall be oil filled to lubricate seal face and to transmit heat from shaft to outer shell. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil filled seal housing incorporating two mechanical seals mounted in tandem. The seal housing shall be equipped with or without a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump to be stopped or removed from the wet well. Single seal protection will not be considered equal. Seal face shall be as a minimum carbon and ceramic and lapped to a flatness of one light band. All hardware is to 300 series stainless steel and sealing elastomers are to Buna-N Rubber.

9) Impeller: The impeller shall be design for rough duty service and shall be of a semi-open design with hydrodynamic pump out vanes on the rear shroud. The impeller may be constructed of (standard) engineered thermoplastic, or bronze. The impeller shall be of a non-overloading design.

B. Collection basin: Basin shall be made from a fiberglass reinforced polyester resin 24" diameter and 60" deep.

1) Cover is to be a green 900 lb. bearing weight molded polyethylene cover to fit a 24" fiberglass basin.

C. Piping and Valves:

1) Internal Discharge Piping: Collection tank shall be equipped with schedule 80 PVC discharge piping joined by solvent cement.

2) Integral Check Valve: Pump discharge shall be equipped with a vendor supplied, gravity operated, self-cleaning, PVC flap valve to prevent drainage back into the collection tank. Check valve shall provide a full-port passageway and an access port for visual and physical inspection without disassembling the discharge piping. All working parts shall be non-metallic to ensure corrosion resistance.

3) Isolation Valve: Discharge piping shall be equipped with a PVC single union ¼ turn ball valve rated at 235 PSI at 73°F (23°C).

4) Compression Piping Seals: All pipe penetrations shall be sealed with compression pipe grommets injection molded from DuPont Alcryn®, or equal, thermoplastic.

D. Primary Level Control: Pump level control to be a sealed mercury float switch. Pump on, off, and alarm levels shall be controlled by three (3) mercury switches that will activate a motor contactor in the control panel. Float shall be non-corrosive Polypropylene plastic for use in liquids up to 140° F (60°C). Float cables shall be 18 gauge, 2 conductors, UL/CSA SJOW neoprene, water resistant cord of sufficient length to reach the junction box with no splices.

E. Seal Failure Indicator: (If a seal failure probe is used) the control panel shall provide a means for connecting the seal failure probe for the pump. The control panel shall incorporate a seal failure warning light that provides a visual indication of moisture entry into the motor. The seal failure indication light shall not stop the pump.

F. High Level Alarm: Each pump will incorporate a high level pilot duty alarm float. The float will provide notification of main level control failure. If the primary level control should fail, the high level float, when tripped, will signal an external alarm panel.

G. Alarm/Disconnect Panel: Each grinder pump sewage system shall include a NEMA 4X, UL listed, Alarm/Disconnect Panel suitable for wall (indoor or outdoor) or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic or fiberglass to assure corrosion resistance. The enclosure shall include a hinged, lockable cover. The enclosure will act as the junction box for the main wiring coming in from the house and the wiring going to the collection basin.

Electrical specifications for each alarm/disconnect panel are as follows:

Input Voltage

- 230 VAC 60 Hz Single Phase (Pump)

Current

- Pump – 20 Amp Max
- Alarm - < 1 Amp

Circuit Breakers

- Pump – 20 Amp, 2 Pole
- Alarm – 10 Amp, 1 Pole
- Main feed to Alarm/Disconnect Panel – 30 Amp, 2 Pole

The Alarm/Disconnect Panel shall contain separate breakers for the pump and alarm electronics to allow the alarm to still function if the pump breaker has tripped. Power to the unit should be provided via a 30 Amp, 2 pole breaker to allow the provided 20 Amp pump breaker (located inside alarm box enclosure) to trip prior to the breaker in the house.

The Alarm/Disconnect Panel shall include the following features: HOA switch with light, HWA light and buzzer with silence switch, seal failure light (if seal failure probe is used), motor contactor with overload, pump circuit breaker. In the event the high water alarm float is triggered, a horn and light will activate. The Alarm/Disconnect Panel shall include a momentary push button linked to a relay silence circuit that will allow the user to deactivate the horn while keeping the light ON. The visual alarm remains illuminated until the water level in the basin drops below the OFF setting of the alarm float. HOA switch allows for either "Hand" (manual), "Off" or Automatic pump operation. The entire Alarm/Disconnect Panel as manufactured shall be listed by *Underwriters Laboratories, Inc.*

End of Section

Specifications for Air Release Valves

1.0 General

The Contractor shall furnish all equipment and materials and perform all operations necessary for furnishing and installing sewage air and vacuum or combination air valves and manual air valves complete with all fittings and manholes as shown on the plans and herein specified for a complete automatic system.

2.0 Design

The valve shall have a conical shaped body with a clam lock-flush nozzle as the air opening. Valve body shall be stainless steel 316 and all internal parts shall be corrosion resistant plastic or stainless steel. The valve shall have a working pressure range of 3 to 230 psi. Inlet size shall be determined by the valve manufacturer.

3.0 Installation

The sewage air valve shall be located on the top of the pipe at locations as indicated on the plans. The sewage air valve shall be connected to the pipe using a tapped pipe saddle. A 2-inch gate valve shall be installed between the pipe saddle and the air/vacuum valve.

4.0 Manufacturer

The sewage air valve shall be *ARI Model D-025*, or approved equal.

..... End of Section .....

Specifications for Jacking, Boring or Tunneling of Pipe

1. GENERAL

This item shall govern for furnishing and installing of pipe by the methods of jacking, boring or tunneling as shown on the plans and in accordance with this item.

2. MATERIALS

Pipe may be either steel pipe, corrugated metal pipe or reinforced concrete pipe, or other types as may be specified by the ENGINEER of shown on the plans. Steel pipe exterior shall be coated with two coats of coal-tar enamel.

3. CONSTRUCTION METHODS

1) General – If the grade of the pipe at the jacking, boring or tunneling end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking, boring or tunneling operations and for placing end joints of the pipe. Excavations greater than five (5) feet in depth shall be protected as specified in "Trench Safety Plan".

Where pipe is required to be installed under railroad embankments, highways, streets, or other facilities by jacking, boring or tunneling methods, construction shall be made in such manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure.

Pipe damaged in jacking, boring or tunneling operations shall be repaired in place to the satisfaction of the ENGINEER. Pipe damaged beyond repair will be removed and replaced. Repair or removal and replacement of damaged pipe will be done at the CONTRACTOR'S expense.

The pits or trenches excavated to facilitate jacking, boring or tunneling operations shall be backfilled immediately after the installation of the pipe has been completed.

2) Jacking – Heavy-duty jack suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be applied to all jacks used. A suitable jacking head and suitable bracing between the jacks and the jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. Joint cushioning material of plywood or other material may be used as approved by the ENGINEER. A suitable jacking frame or backstop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct the pipe in the proper line and grade. The whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, the embankment material shall be excavated just ahead of the pipe, the material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.

The excavation for the underside of the pipe, for at least one-third of the circumference of the pipe, shall conform to the contour and grade of the pipe.

Over-excavation to provide not more than two (2) inches of clearance may be provided for the upper half of the pipe. This clearance shall be tapered to zero at the point where the excavation conforms to the contour of the pipe. Over-excavation in excess of one (1) inch shall be pressure grouted the entire length of the installation.

Preferably, the pipe shall be jacked from the low or downstream end. The final position of the pipe shall not vary from the line and grade shown on the plans, or established by the ENGINEER.

The CONTRACTOR may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe with inside angles or lugs to keep the cutting edge from slipping back onto the pipe.

When jacking of pipe has begun, the operation shall be carried on without interruption, insofar as practicable; to prevent the pipe from becoming firmly set in the embankment.

3) Boring – The boring shall proceed from a pit provided for the boring equipment and workmen. The location of the pit shall be approved by the ENGINEER. The boring shall be done mechanically either using a pilot hole or by the auger method.

When the pilot hole method is used an approximate two (2) inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored.

When the auger method is used, a steel encasement pipe of the appropriate diameter equipped with a cutter head to mechanically perform the excavation shall be used. Augers shall be of sufficient diameter to convey the excavated material to the work pit.

Excavated material shall be disposed of by the CONTRACTOR, as approved by the ENGINEER. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cuttings; jetting will not be permitted.

In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and immediate installation of the pipe. Overcutting in excess of one (1) inch shall be remedied by pressure grouting the entire length of the installation.

4) Tunneling – Where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic sewer would make the use of tunneling more satisfactory than jacking or boring, or when shown on the plans, a tunneling method may be used, with the approval of the ENGINEER.

When tunneling is permitted, the lining of the tunnel shall be of sufficient strength to support the overburden. The CONTRACTOR shall submit the proposed liner method to the ENGINEER for approval. Approval by the ENGINEER shall not relieve the CONTRACTOR of the responsibility for the adequacy of the liner method.

The space between the liner plate and the limits of excavation shall be pressure-grouted or mud-jacked.

Access hole for placing concrete shall be spaced at maximum intervals of 10 feet.

5) Joints – If corrugated metal pipe is used, joints may be made by field bolting or by connecting bands, whichever is feasible. If reinforced concrete pipe is used, the joints shall be approved by the ENGINEER. Smooth steel pipe shall be welded.

6) Carrier Pipe – Carrier Pipe placed in bore or tunnel casing shall be supported with wood (timber) spacers and skids strapped to carrier pipe. The spacer/skids shall support 60% of laying length of carrier pipe and be secured with 3 stainless steel straps for each set of skids, minimum of 3 sets of skids are required for each pipe length. Skids shall be fabricated from hardwood or southern pipe stock.

7) Measurement – This item will be measured by the linear foot between the ends of the pipe along the flow line. For casing or tunnel, bores shall be measured by the linear foot from end to end.

8) Payment – Payment will be made in accordance with the unit price bid for various items set out in the Bid Proposal, usually as "Bore and Casing" for designated size of water or sewer line, or bore for designated size of water or sewer line. The unit price bid for "Bore and Casing" or bore for specific size line, shall not include the carrying pipe, which will be paid for at the unit price bid for designated size and depth.

End of Section

Specifications for PVC Force Main Sewer Pipe

1.0 General

This specification covers PVC (Poly Vinyl Chloride) pipe used as a force main for domestic wastes.

2.0 Pipe

PVC force main pipe Class 12454-B shall be designed for use at a minimum hydrostatic working pressure of 160 psi with a minimum standard dimension ratio SDR 26 or Class 150 PVC.

3.0 Installation

PVC Force main sewer pipe shall be installed in agreement with ASTM D-2774-69T.

4.0 Joints

Joints shall be of the bell and spigot type with confined rubber gasket.

5.0 Inspections and Testing

The completed force main line shall pass a hydrostatic test equal to a minimum of 25 pounds per square inch or 1.5 times the manufacturers recommended operating pressure of the pipe for a 2 hour duration.

6.0 Method of Payment

Payment shall be by linear feet of the line complete in place in agreement with the plans and specifications.

..... End of Section .....

Specifications for Hot-Mix Asphaltic Concrete Pavement

1. DESCRIPTION

This specification shall consist of a surface coat composed of a compacted mixture of mineral aggregate and asphaltic materials. The pavement shall be placed on an approved subgrade; base or wearing surfaces in accordance with details shown on the Plans.

2. MATERIALS

All materials, mineral aggregate, asphaltic materials, prime coat tack coat and additives shall be in accordance with Item 340 Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges.

3. PLACING

Materials shall be placed in accordance with Item 340, TxDOT and compacted as set out in Item 340 and as directed by the ENGINEER.

4. MEASUREMENT

Measurement shall be in units designated on Bid Proposal of specified thickness.

5. PAYMENT

Payment for completed and acceptable surface coat shall be made at the unit price bid on Bid Proposal and the unit price bid shall be full compensation for tack coat, prime coat, materials, rolling, all equipment, labor machinery, supervision required for completion of work.

..... End of Section .....

Specifications for Cement Stabilized Sand Backfill

1.0 DESCRIPTION

This item shall govern the material, basis for payment, and measurement of cement stabilized sand.

2.0 MATERIALS

Cement stabilized sand shall be composed of River sand (P.I. of 4 of less) or equal and not less than one and one-half (1½) sacks of Portland Cement per cubic yard thoroughly mixed, in a mill type mixer.

3.0 BASIS OF PAYMENT

Basis of payment shall be at the unit price bid for designated unit as it appears on bid proposal. The unit price bid of specified unit shall be full compensation for all materials, labor, machinery, or other operations required to place cement stabilized sand.

4.0 MEASUREMENT

Measurement will be made by weight ticket showing pounds of material per truckload and shall be acknowledged by the OWNER'S representative on the job.

..... End of Section .....

Specifications for Crushed Limestone Flexible Base

1. DESCRIPTION

This item shall consist of a foundation course for surface course, and shall be composed of crusher-run broken stone, and shall be constructed as herein specified in courses not over 6" thick after compaction in conformity with the typical sections shown on the plans and to lines and grades as established by the ENGINEER.

2. MATERIALS

2.1 The material shall be obtained from an approved source, shall be crushed, shall consist of durable particles of crushed stone graded from coarse to fine; shall be screened or otherwise manipulated prior to crushing to remove all soil, clay, or other objectionable material, and shall contain approved binding material produced in the crushing process.

2.2 When properly slaked and tested by current standard laboratory methods, materials shall meet the following requirements:

Retained on 1 ¾" screen	0%
Retained on ¾" screen	15-45%
Retained on ¼" screen	45-75%
Retained on 40 mesh sieve	60-85%

2.3 When tested by current standard laboratory methods, the soil binder (material passing the 40 mesh sieve) shall meet the following requirement:

The liquid limit shall not exceed	40
The Plasticity index shall not exceed	10

2.4 When tested by the Wet Ball Method for determining disintegration of Flexible Base Material, the material shall not have a wet ball mill wear exceeding 40%.

3. CONSTRUCTION METHODS

3.1 Preparation of Subgrade – The area to be surfaced shall be excavated and shaped to conform with the typical sections shown on the plans and to the lines and grades established by the ENGINEER. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved material. All holes, ruts, and depressions shall be filled with approved material and if required, the subgrade shall be thoroughly wetted and reshaped and rolled to the extent directed in order to place the subgrade in an acceptable condition to receive the base material. The surface of the subgrade shall be finished to line and grade within a tolerance of ½" in cross section, and ½" in a length of 16" longitudinally. Material excavated in preparing the subgrade shall be utilized in filling adjacent areas, or otherwise disposed of as directed.

3.2 First Course – The material shall be delivered in vehicles of an approved capacity, and it shall be the responsibility of the CONTRACTOR that the required amount of

material shall be delivered and spread to provide the required compacted thickness. Material deposited on the subgrade shall be spread the same day. The material shall be sprinkled, if the moisture content is less than the optimum required for compaction, and shall then be bladed, and shaped to conform to the typical section shown on the plan. Sufficient moisture shall be added to the material to minimize segregation of the coarse or fine aggregate, and any "nests" of segregated coarse or fine material shall be corrected or removed and replaced with well graded material. If additional binder is necessary after the material is spread and shaped, it shall be furnished and applied in the amounts required to fill the voids of the coarser aggregate. Additional binder material shall be carefully and evenly incorporated with the material in place by blading, scarifying, harrowing, or other approved methods. The course shall be sprinkled as required and rolled until an uniformed compaction is secured. Irregularities, depressions or weak sport, which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling. Blading and rolling shall continue until the base is compacted to a minimum of 95% of Standard Proctor Density.

3.3 Rollers shall be pneumatic tired rollers with not less than nine (9) pneumatic tired wheels, running on axles in such a manner that the rear group of tires will not follow in the tracks of the forward group, and mounted in a rigid frame provided with a platform or body suitable for ballast loading. The pneumatic tired roller shall have an effective rolling width of approximately 60" and shall be so designed that by ballast loading, the load may be varied uniformly from 100 pounds to 325 pounds per inch of width of tire tread. The pneumatic tired roller may be either the self-propelled type, or towed type roller drawn by a pneumatic tired tractor. Rollers shall be maintained in good repair and operating condition, and shall be approved by the ENGINEER.

3.4 Succeeding Courses – Construction methods and requirements shall be the same for succeeding courses as prescribed for the first course, except that the surface of the final course shall be finish rolled with a steel wheeled roller, if required, to obtain a smooth and uniform surface.

4. MEASUREMENT

Measurement shall be made in the units designated on the bid proposal, usually by the square yard, in place, and compacted.

5. PAYMENT

Payment shall be made at the unit price bid for designated unit on Bid Proposal and the unit price bid and shall be full compensation for all materials, labor, machinery, equipment, preparation, shaping, compaction, etc., necessary to meet Plans and Specifications, in accordance with and acceptable to the ENGINEER.

End of Section

Specifications for Mobilization and Demobilization

1.0 GENERAL

1.1 MOBILIZATION

This section covers the mobilization of personnel, equipment, materials and supplies, and their transport to the job site, insurance, payment and, performance bonds. Also included is setting up the CONTRACTOR's complete construction plant, field office and other construction facilities, as required for the CONTRACTOR's operation, all in adequate time for satisfactory performance of all Work under the Contract.

1.2 DEMOBILIZATION

Demobilization shall include the removal of all construction plant, equipment and accessories, materials, supplies, appurtenances, construction debris and the like from the job site upon completion of the Work.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT

No measurement for Work of this Section will be made.

2.2 PAYMENT

Payment for Mobilization and Demobilization Work of this Section will be made at the lump sum price for Bid Item No. 1, Mobilization and Demobilization, in the Schedule of Quantities and Prices, which shall not exceed 10 percent of the Bid Subtotal. Payment for mobilization will be made with the first progress payment and will be equal to 90% of the amount bid for Bid Item No. 1. The remaining 10% will be paid with the final project payment and will be proportional to the amount of the CONTRACTOR Use Areas that have been cleaned and restored to their original condition in a total amount of 10 (Ten) % of the amount bid.

..... End of Section .....

Specifications for Man Hours and Equipment Time

1.0 DESCRIPTION

It is the intent and purpose of these specifications to govern the use of man time and equipment time where required and authorized by the ENGINEER.

1.1 MAN HOURS: The labor of one able-bodied man working for one (1) hour.

1.2 TRUCK HOURS: A truck in good and acceptable repair rated at 2 ½ tons but capable of hauling a minimum of three (3) cubic yards of material, with a competent drive and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.3 BULLDOZER HOURS: A bulldozer in good and acceptable repair, having a minimum rated capacity of 35 HP with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.4 LOADER/BACKHOE HOURS: A rubber tired Loader/Backhoe in good and acceptable repair, with a minimum size loader of 1 ¼ C.Y. and backhoe bucket of a minimum size of 24" with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

1.5 MOTOR GRADER HOURS: A motor grader in good and acceptable repair, having a mould-board or blade twelve (12) feet in length, with a competent operator and with all necessary fuel, lubricating oil and grease furnished, operating on the work for one hour.

2.0 MEASUREMENT AND PAYMENT

2.1 MEASUREMENT: Measurement for the above personnel and equipment will be made by the hour.

2.2 PAYMENT: Payment for the above equipment and personnel will be made at the unit price bid per hour for each item which price shall be full compensation for furnishing the above described items, which includes all supervisory personnel, including foremen, all Social Security, Old Age Benefits, Insurance, Overhead, Profit, Fuel, Lubrication, and Maintenance required to efficiently operate man and equipment. Insurance requirements shall meet or exceed State and other governing agency requirements.

..... End of Section .....

Pump Data Sheet - HYDROMATIC

Company: Automatic Pump & Equipment Co. Inc
Name:
10/2/2012

HYDROMATIC®

Pump

Size: HPG/HPGX

Type: GRINDER-SUBM
Synch speed: 3600 rpm

Speed: 3450 rpm
Dia: 5.5 in

Curve:

Impeller:

Specific Speeds:

Ns: ---
Nss: ---

Dimensions:

Suction: --- in
Discharge: 1.25 in

Pump Limits

Temperature: 140 °F
Pressure: --- psi g
Sphere size: --- in

Power: --- hp
Eye area: --- in²

Search Criteria

Flow: --- US gpm

Head: --- ft

Fluid

Water
Density: 62.37 lb/ft³
Viscosity: 1.105 cP

Temperature: 60 °F
Vapor pressure: 0.2563 psi a
Atm pressure: 14.7 psi a

NPSHa: --- ft

Motor

Consult HYDROMATIC to select a motor for this pump.

Data Point

Flow:	45 US gpm
Head:	84.7 ft
Eff:	--- %
Power:	2 hp
NPSHr:	--- ft

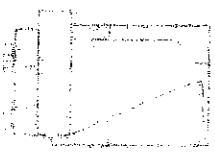
Design Curve

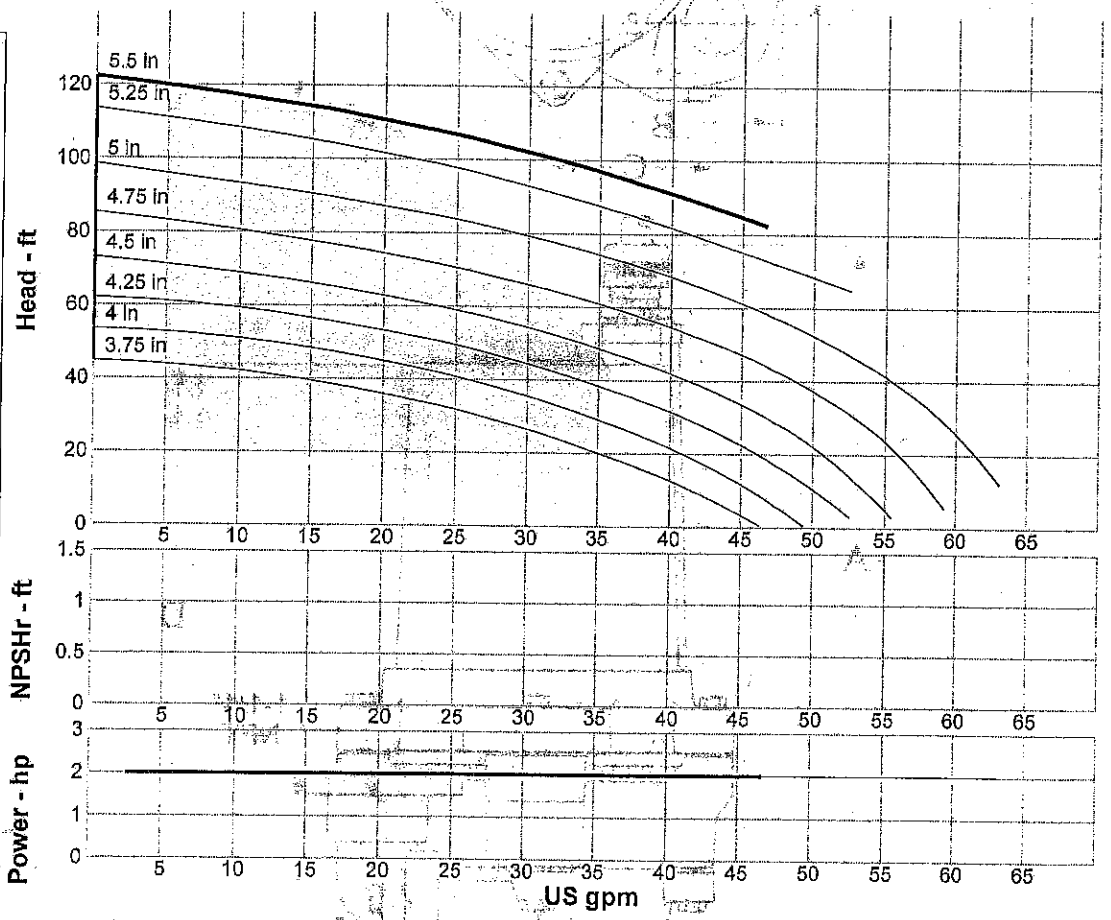
Shutoff head:	122 ft
Shutoff dP:	53 psi
Min flow:	0 US gpm
BEP:	--- %

NOL power:
2 hp @ 2.5 US gpm

Max Curve

Max power:
2 hp @ 2.5 US gpm

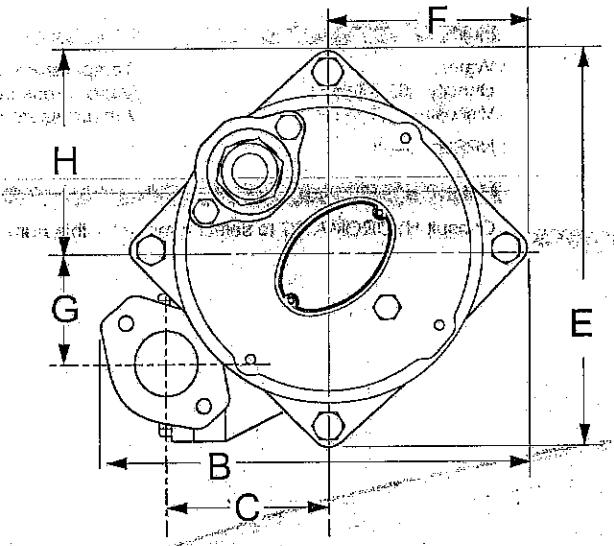


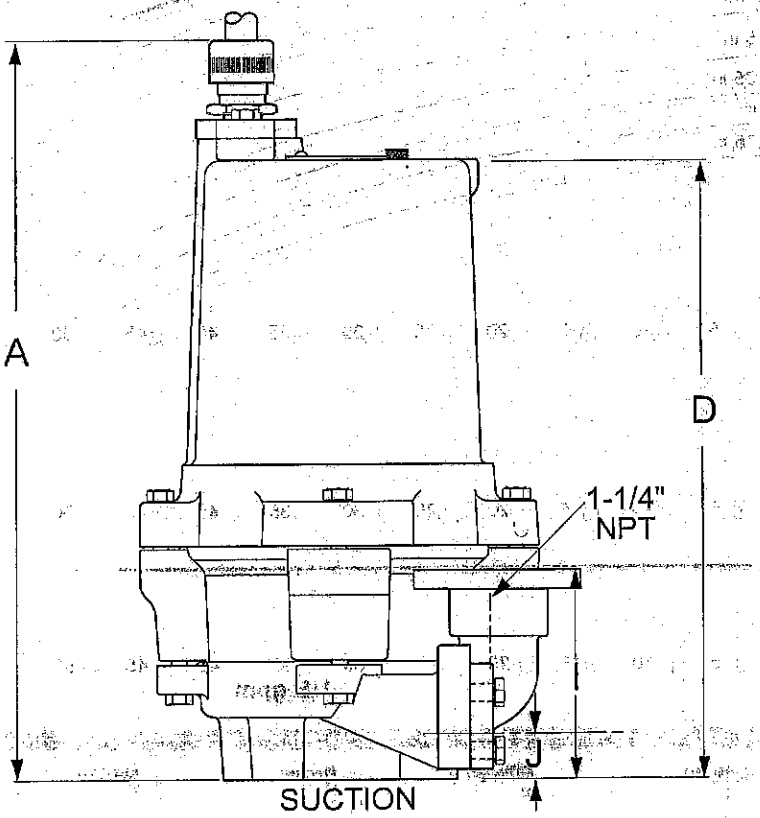


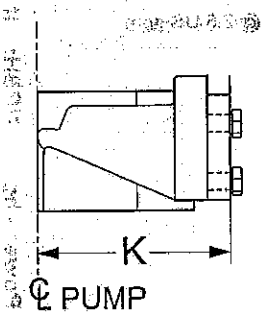
Performance Evaluation

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
44.8	3450	84.9	---	2	---
37.3	3450	94.3	---	2	---
29.8	3450	102	---	2	---
22.4	3450	109	---	2	---
14.9	3450	114	---	2	---

Dimensional Data HPG200







	A	B	C	D	E	F	G	H	I	J	K
HPG200	17-1/4	11-21/32	5-39/64	14-9/32	9-1/4	4-5/8	2-21/32	4-5/8	4-44/64	29/32	4-7/16

ALL DIMENSIONS IN INCHES
NOTE: CASTING DIMENSIONS MAY VARY ± 1/8"

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HYDROMATIC®
Pentair Water

Section GRINDER Page 402
Dated JULY 2012
Supersedes APRIL 2012

Technical Data HPG200

MODEL: HPG200 — Submersible Centrifugal Grinder Pump

Physical Data:

DISCHARGE SIZE	1-1/4" NPT
IMPELLER TYPE	SEMI-OPEN 5 VANE
CABLE LENGTH	20' STANDARD

Liquid Handling:

MAXIMUM LIQUID TEMP.	140°F
ACCEPTABLE PH RANGE	6 – 9
SPECIFIC GRAVITY	0.9 – 1.1
VISCOSITY	28 – 35 SSU

Temperature:

MAXIMUM STATOR	266°F
OIL FLASH POINT	390°F
HEAT SENSOR Open:	257°F MAX./239°F MIN.
Closed:	194°F MAX./149°F MIN.

Technical Data:

POWER CORD TYPE		SOOW
MATERIALS OF CONSTRUCTION	MOTOR HOUSING	CAST IRON ASTM A-48 CLASS 30
	CASING	CAST IRON ASTM A-48 CLASS 30
	IMPELLER	RED BRASS #85-5-5-5 ASTM B584-836/VALOX 420 SEO WITH BRONZE INSERT
	CUTTERS Stationary: Upper (Axial): Lower (Radial):	 440C STAINLESS STEEL HARDENED TO 55-60 ROCKWELL C 440C STAINLESS STEEL HARDENED TO 55-60 ROCKWELL C 440C STAINLESS STEEL HARDENED TO 55-60 ROCKWELL C
	MOTOR SHAFT	416 STAINLESS STEEL
	HARDWARE	300 SERIES STAINLESS STEEL
	"O" RINGS	NITRILE
MECHANICAL SEALS Standard: Optional:		 UPPER CARBON/CERAMIC/NITRILE, TYPE 21 LOWER TUNGSTEN CARBIDE/TUNGSTEN CARBIDE/NITRILE, TYPE 21
UPPER BEARING		(RADIAL) SINGLE ROW BALL 6203
LOWER BEARING		(THRUST) SINGLE ROW BALL 6306
MIN. B-10 BEARING LIFE		50,000 Hrs

HYDROMATIC® Pentair Water

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Electrical Data **HPG200**

MODEL: HPG200 — Submersible Centrifugal Grinder Pump

R.P.M.	3450			
MOTOR TYPE	ENCLOSED, OIL COOLED INDUCTION			
MOTOR DESIGN NEMA TYPE	B (3ø) L (1ø)			
GENERAL INSULATION CLASS	F			
STATOR WINDING CLASS	F			
MAXIMUM STATOR TEMPERATURE	130°C			
MOTOR PROTECTION	BI-METALLIC, TEMPERATURE SENSITIVE DISC, SIZED TO OPEN AT 120°C AND AUTOMATICALLY RESET @ 30–35°C DIFFERENTIAL, ONE IN SINGLE PHASE, TWO IN THREE PHASE			
ELECTRICAL RATINGS	HEAT SENSOR	24VDC 5AMPS	115VAC 5AMPS	230VAC 5AMPS
	SEAL FAIL	300VAC 5mA		
VOLTAGE TOLERANCE	±10%			

HP	VOLTAGE	PHASE	NEC CODE	SF	FULL LOAD AMPS	LOCKED RTR AMPS	RUN KW	START KVA	RUN KVA
2.0	200	1	G	1.2	19.9	51.8	2.3	9.7	2.4
	230				15.6	48.0			
2.0	200	3	J	1.2	9.5	33	2.1	11.4	2.4
	230				8.3	28.7			
	460				4.6	14.4			
	575				3.3	11.5			

Specifications HPG200

CAST IRON HPG SUBMERSIBLE SEWAGE GRINDER PUMPS

1.01 GENERAL

A. Contractor shall furnish all labor, materials, equipment and incidentals required to provide 1 (qty.) submersible centrifugal sewage grinder pump(s) as specified herein.

2.01 OPERATING CONDITIONS

A. Each pump shall be rated 2 HP, 230 volts, 1 phase, 60 hertz, and 3450 RPM. The unit shall produce 45 U.S. GPM at 85 feet TDH.

3.01 CONSTRUCTION

A. Each pump shall be of the sealed submersible grinder type, model HPG200 as manufactured by Hydromatic Pump. The pump volute, motor and seal housing shall be high quality gray cast iron, ASTM A-48, Class 30. All external mating parts shall be machined and Nitrile O-ring sealed on a beveled edge. Gaskets shall not be acceptable. All fasteners exposed to the pumped liquid shall be 316 series stainless steel.

3.02 ELECTRICAL POWER/CONTROL CORD

A. Electric power/control cord shall be SOOW water resistant 600V, UL and/or CSA approved. The single cord shall incorporate both power and sensor leads and shall be a minimum of seven (7) 12 gauge conductors.

B. The pump shall be protected with compression fitting and epoxy potted area at the power cord entry to the pump. A separation between the junction box areas of the pump and the motor by a stator lead sealing gland or terminal board shall not be acceptable.

C. The power cable entry into the cord cap assembly shall first be made with a compression fitting. Each individual lead shall be stripped down to bare wire, at staggered intervals, and each strand shall be individually separated. This area of the cord cap shall then be filled with an epoxy compound potting which will prevent water contamination to gain entry even in the event of wicking or capillary attraction.

D. The power cord leads shall then be connected to the motor leads with extra heavy connectors having copper inserts with a crimped wire-to-wire connection, rather than a terminal board that allows for possible leaks.

E. The cord cap assembly shall be sealed with a Nitrile O-ring on a beveled edge to assure proper sealing.

3.03 MOTOR

A. The stator, rotor and bearings shall be mounted in a sealed submersible type housing. The stator windings shall have Class F insulation (155°C or 311°F) and a dielectric oil-filled motor, NEMA B design (3 phase), NEMA L design (single phase). Because air-filled motors do not dissipate heat as efficiently as oil-filled motors, they shall not be acceptable.

B. The pump and motor shall be specifically designed so that they may be operated partially dry or completely submerged in the liquid being pumped. The pump shall not require cooling water jackets. Dependence upon, or use of, water jackets for supplemental cooling shall not be acceptable.

C. Stators shall be securely held in place with a removable end ring and threaded fasteners. No special tools shall be required for pump and motor disassembly.

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Pentair Water

D. Pump shall be equipped with heat sensors. The heat sensor(s) (one on single phase, two on three phase) shall be a low resistance, bimetal disc that is temperature sensitive. It (they) shall be mounted directly in the stator and sized to open at 120°C or 130°C and automatically reset at 30–35°C differential. The sensor shall be connected in series with the motor starter coil so that the starter is tripped if a heat sensor opens. The motor starter shall be equipped with overload heaters so all normal overloads are protected by an external heater block.

3.04 BEARINGS AND SHAFT

A. An upper single row ball radial bearing and a lower single row ball thrust bearing shall be provided. Bearings shall be permanently lubricated by the dielectric oil that fills the motor housing.

B. The shaft shall be machined from solid 400 series stainless steel and be designed with large diameters and minimum overhang to reduce shaft deflection and prolong bearing and seal life.

3.05 SEALS AND SENSORS

A. The rotor and stator in the motor housing shall be separated and protected from the pumped liquid by an oil-filled seal housing incorporating two type 21 carbon ceramic mechanical seals mounted in tandem. The seal housing shall be equipped with a moisture sensing probe installed between the seals, and the sensing of moisture in the seal chamber shall be automatic, continuous, and not require the pump be stopped or removed from the wet well.

3.06 IMPELLER

A. The impeller shall be designed for rough duty service and shall be of a five-vane, semi-open design with hydrodynamic sealing vanes on the rear shroud. The impeller shall be constructed of engineered thermoplastic, with a permanently molded, hexagonally locked bronze insert. The impeller shall be of a non-overloading design and be factory or field trimable to meet specific performance conditions.

B. Optional all bronze impeller available.

3.07 GRINDER CUTTERS

B. The combination centrifugal pump impeller and grinder unit shall be attached to the common motor and pump shaft made of 416 stainless steel. The grinder unit shall be on the suction side of the pump impeller and discharge directly into the impeller inlet, leaving no exposed shaft to permit packing of ground solids. The grinder shall consist of two stages. The cutting action of the second stage shall be perpendicular to the plane of the first cut for better control of the particle size. The grinder shall be capable of grinding normal domestic sewage. Both stationary and rotating cutters shall be made of 440C stainless steel hardened to Rockwell 60C and ground to close tolerance.

C. The upper (axial) cutter and stationary cutter ring shall be reversible to provide new cutting edges to double life. The stationary cutter ring shall be pressed into the suction opening of the volute and held in place by three (3) 300 series stainless steel screws. The lower (radial) cutter shall macerate the solids against the I.D. of the cutter ring and extrude them through the slots of the cutter ring. The upper (axial) cutter shall cut off the extrusions, as they emerge from the slots of the cutter ring to eliminate any roping effect that may occur in single stage cutting action. The upper (axial) cutter shall fit over the hub of the impeller and the lower (radial) cutter shall be slip-fit and secured by means of peg and hole and rotate simultaneously with the rotation of the shaft and impeller. The grinding mechanism shall be locked to the shaft by a 300 series stainless steel countersunk washer in conjunction with a 300 series stainless steel flat head cap screw threaded into the end of the shaft.

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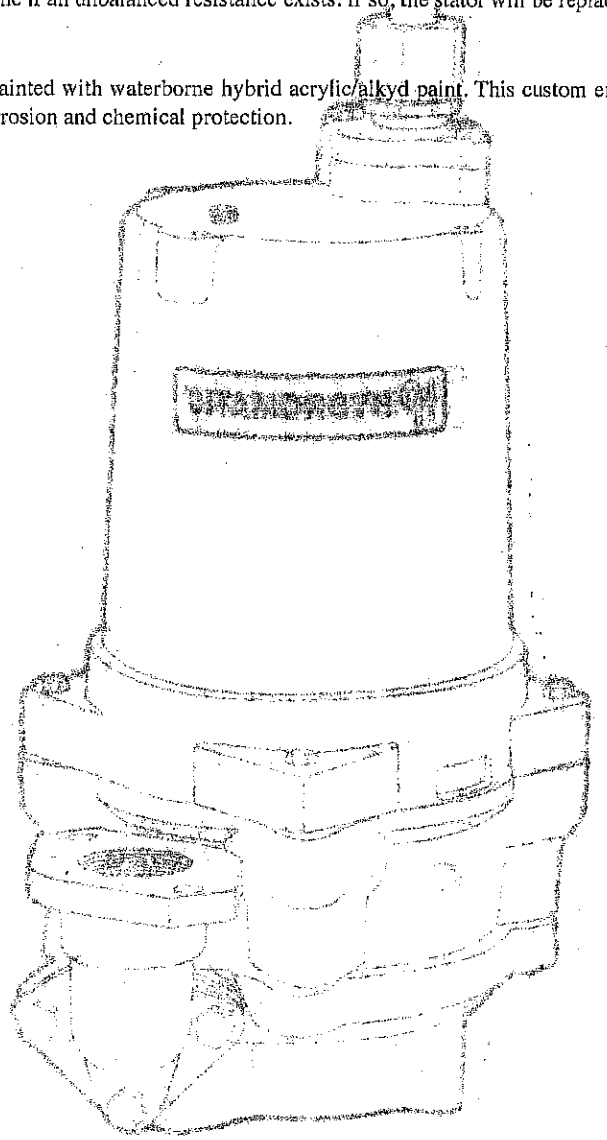
4.01 TESTING

A. Commercial testing shall be required and include the following:

1. The pump shall be visually inspected to confirm that it is built in accordance with the specifications as to HP, voltage, phase and hertz.
2. The motor and seal housing chambers shall be hi-potted to test for moisture content and/or insulation defects.
3. Pump shall be allowed to run dry to check for proper rotation.
4. Discharge piping shall be attached, the pump submerged in water, and amp readings taken in each leg to check for an unbalanced stator winding. If there is a significant difference in readings, the stator windings shall be checked with a bridge to determine if an unbalanced resistance exists. If so, the stator will be replaced.

5.01 PAINT

A. The pump shall be painted with waterborne hybrid acrylic/alkyd paint. This custom engineered, quick dry paint shall provide superior levels of corrosion and chemical protection.



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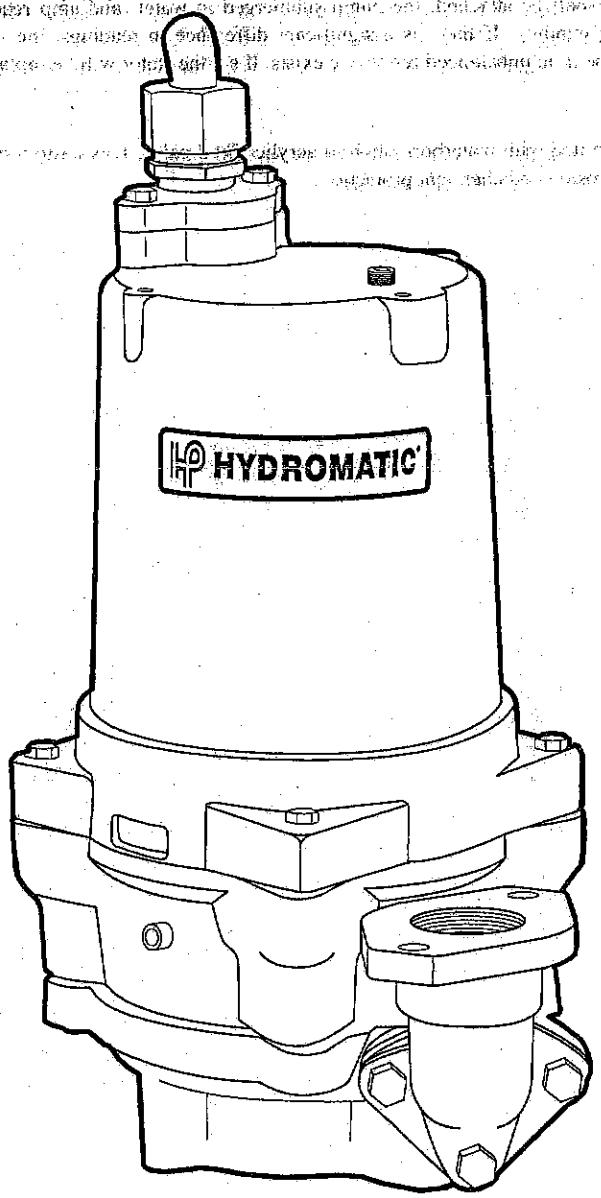
Installation and Service Manual

ADVANCED SUBMERSIBLE GRINDER PUMP

Model HPG200

NOTE! To the installer: Please make sure you provide this manual to the owner of the equipment or to the responsible party who maintains the system.



HYDROMATIC®
Pentair Water

02/12
Item # E-03-407
Part # 5625-407-1
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General Information

Thank you for purchasing your Hydromatic® pump. To help ensure years of trouble-free operation, please read the following manual carefully.

Warning:
Only qualified personnel shall install or service this pump.

Before Operation:

Read the following instructions carefully. Reasonable care and safe methods should be practiced. Check local codes and requirements before installation.

Attention:

This manual contains important information for the safe use of this product. Read this manual completely before using this product and refer to it often for continued safe product use. DO NOT THROW AWAY OR LOSE THIS MANUAL. Keep it in a safe place so that you may refer to it often.

WARNING: Before handling these pumps and controls, always disconnect the power first. Do not smoke or use sparkable electrical devices or flames in a septic (gaseous) or possible septic sump.

Pump Cautions and Warnings

1. **CAUTION** – To reduce risk of electrical shock, pull plug before servicing this pump.
2. **WARNING** – Risk of electrical shock–this pump has not been investigated for use in swimming pool areas.
3. **WARNING** – See installation and service manual for proper installation.
4. **WARNING** – To reduce risk of electrical shock, pump is provided with grounding wire. Be certain that it is connected to ground.
5. **WARNING** – Hazardous moving parts. To reduce the risk of injury, disconnect power before servicing pump.
6. **CAUTION** – To reduce the risk of electrical shock, **DO NOT** remove cord or strain relief. **DO NOT** connect conduit to pump. Electrical installations shall be in accordance with the National Electrical Code and all applicable local codes and ordinances.
7. For use with maximum 140°F water.
8. Septic tank should be vented in accordance with local plumbing codes and should not be installed in locations classified as hazardous, in accordance with the National Electrical Code, ANSI/NFPA 70-1999.
9. **CAUTION** – Risk of electrical shock. Do not remove cord and strain relief. Do not connect conduit to pump.
10. **WARNING** – Severe injury may result from accidental contact with moving cutters. Keep clothing, hands and feet away from cutters any time power is connected to the pump.
11. **CAUTION** – Never work on pump with power on. Make sure that the ground wire is securely connected and that the unit is properly grounded in accordance with local codes.

The Pump

Pump Description:

The Hydromatic pumps covered by these instructions are submersible grinder pumps.

The cutter blades are on the suction side of the centrifugal pump impeller and discharge directly into the inlet of the impeller. The integral stainless steel pump motor shaft is sealed by two mechanical seals with an oil chamber between the seals to provide lubrication for both seal faces.

Two ball bearings are used to handle the loads in this design, similar to most of Hydromatic's solids handling pumps. The upper bearing takes radial load, while the larger lower bearing handles both thrust and radial loads. Both bearings are permanently lubricated by the dielectric oil in the motor housing. The motor is fixed within the motor housing and is completely submerged in the dielectric oil for maximum heat transfer. The motor housing and seal chamber are completely sealed with O-rings located at mating part faces.

The power cord entry system is designed to give double sealing. The chamfered pilot of the motor housing mates with the molded cord end to form the first seal. The cord grip forms the second seal around the molded cord end and provides strain relief. The cable on the HPG model includes the leads for both heat sensors (motor protection), and the seal sensor lead for seal leakage detection.

The cutters are designed to be self adjusting and will not need to be shimmed or reset.

Application:
These pumps are designed for either residential or industrial sewage discharge applications with a pH ranging from 5 to 9, specific gravities from 0.9 to 1.1, viscosities ranging from 28 to 35 S.S.U., and temperatures up to 140°F.

Receiving Pump:
Inspect pumps on arrival for possible concealed damage in shipping. Any damage should be reported immediately to delivering carrier. Claims for damage must originate at the receiving end. Claims for shipping damage cannot be processed at the factory.

Codes:
All local wiring codes must be observed. Consult the local inspector before installation to avoid costly delays that can occur due to rejection after job is finished.

Pump Installation

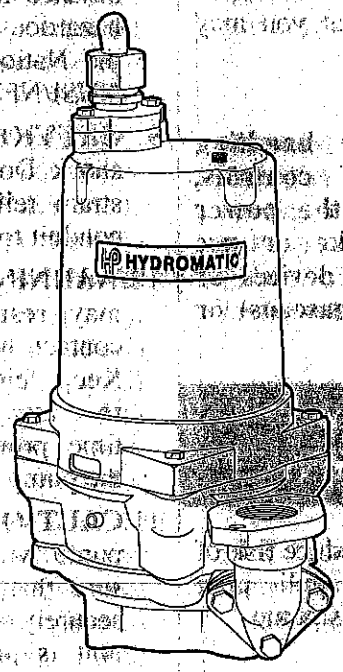
Unpacking Pump:
Remove pump from carton. When unpacking unit, check for concealed damage. Claims for damage must be made at the receiving end through the delivery carrier. Damage cannot be processed from the factory.

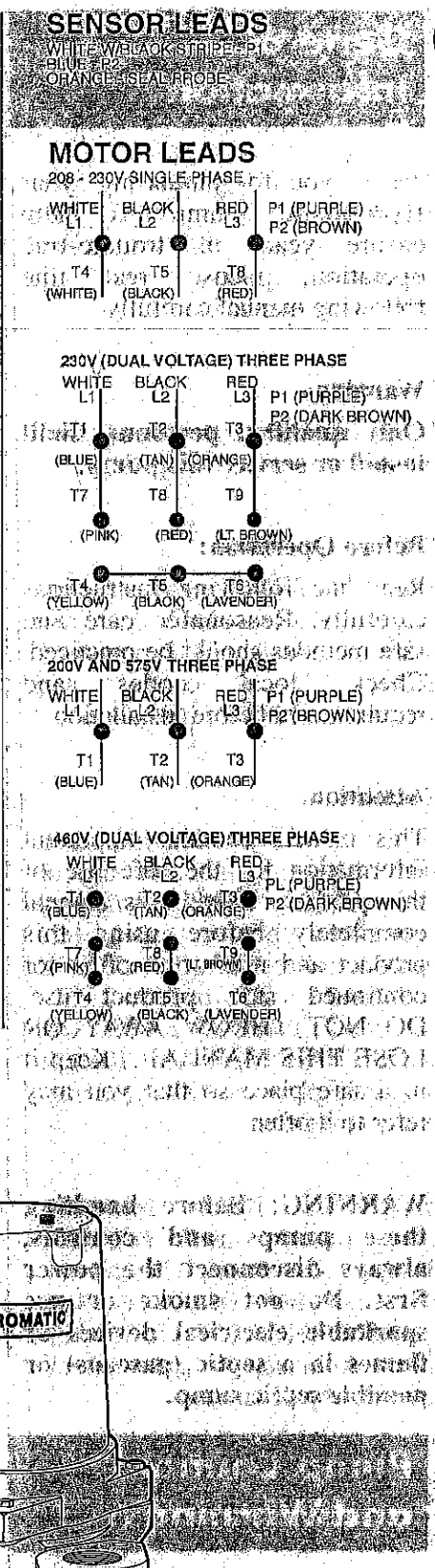
Location:
If pumps are installed in an existing basin or concrete sump, the piping can either be connected permanently or rails and brackets can be furnished for mounting to walls of basin. In either case, be sure that the Hydromatic solids handling check valve is used and that the pumps are submerged in a vertical position. The complete factory built packaged system is recommended for the most satisfactory installation and generally, for the lowest cost where expensive installation labor is involved.

Electrical Connections:
Make all connections from motor to control panel to comply with local codes.

CAUTION: Make sure that the ground wire is securely connected and that the unit is properly grounded in accordance with local codes.

ELECTRICAL CONNECTIONS		
	1 Phase	3 Phase
Green	Ground	Ground
Red	Start Power Line	Power Line
White	Main Power Line	Power Line
Black	Common Power Line	Power Line
Orange	Seal Failure	Seal Failure
Blue	Heat Sensor	Heat Sensor
White w/black stripe	Heat Sensor	Heat Sensor





Pump Operations

Starting the Pump:

WARNING: Severe injury may result from accidental contact with moving cutters. Keep clothing, hands and feet away from cutters any time power is connected to the pump.

To start the pump, perform the following steps in order:

1. If pump is 3 phase, the rotation of the cutters must first be checked. Lift pump from sump, lay it down, and quickly turn pump on and then off.

   The cutter should turn counterclockwise when viewed from the suction. If rotation is wrong, turn off main breaker and interchange any two line leads to motor to correct rotation. If pump is single phase, no rotation check is necessary.
2. Run water into sump until motor is covered.
3. Open gate valve in discharge line.
4. Turn pump on. If pump runs and sump liquid does not pump down, stop pump and close discharge gate valve. Then lift pump until sealing flange is open to vent off trapped air. Lower pump, open discharge valve, and start the pump again.
5. If pump is 3 phase, piped in permanently, and still does not operate properly after venting, rotation is wrong and can be reversed by interchanging any two line leads.
6. Level controls should be set so that pump turns off when level is about 2 inches above inlet of pump suction and turns on when level is about 2 inches above motor.
7. If problems occur check the power source. Make sure a separate supply line is available. Verify voltage supply.
8. Check resistance windings (see chart). If not within guide lines, return pump to an authorized Hydromatic service center.

Pump Maintenance

Pump Disassembly, Inspection, Reassembly:

1. Close gate valve at pump discharge.
2. Turn off circuit breaker.

CAUTION: Never work on pump with power on. Make sure that the ground wire is securely connected and that the unit is properly grounded in accordance with local codes.

3. Remove pump from sump.
4. Unscrew cap screws (21) and remove the volute (20) from the pump. Note: under certain circumstances it may be necessary to remove the discharge piping.
5. Remove the axial (12) and radial (13) cutters from the shaft and inspect for excessive wear or damage. If the axial cutter is damaged or is excessively worn, flip the axial cutter to the unworn side and reattach to the radial cutter.
6. Inspect the stationary cutter (17) for wear or damage. If the cutter requires removal, loosen the machine screw (18) in cutter retainer (19) and remove cutter retainer and slide the cutter out of the volute. If cutter is damaged or worn, reinstall on the opposite side, making sure to snug (DO NOT OVERTIGHTEN) the Allen head screw. It is good practice to add a light coat of removable locking adhesive to the Allen screw.
7. Inspect the volute O-ring (10) for damage. If cracked or torn, replace with the proper Hydromatic part.
8. To reassemble the pump, place the cutters (13) and (12) on the splined shaft (29) and orient the cutters so that the axial cutter blades fall between the impeller vanes. Hold tension on the cutters and replace the volute (20) and cap screws (21), making sure the O-ring (10) is placed in the proper position. Evenly torque the cap screws.

HP	RPM	VOLT	PHASE	WINDING RESISTANCE IN OHMS		
				BLACK TO WHITE	BLACK TO RED	RED TO WHITE
2	3450	208	1	1.30	5.08	6.35
2	3450	230	1	1.57	8.00	9.57
2	3450	200	3	2.86	2.86	2.86
2	3450	230	3	3.31	3.31	3.31
2	3450	460	3	13.25	13.25	13.25
2	3450	575	3	28.2	28.2	28.2

MAXIMUM AMP & WINDING RESISTANCE VALUES

SINGLE PHASE
BLACK - COMMON
WHITE - MAIN
RED - START

THREE PHASE
BLACK - L_1
WHITE - L_2
RED - L_3

Replacing Seals Dual Seal HPG200 Model:

1. Drain the oil in the seal chamber by removing the drain plug (9) on the side of the pump. If it contains water, the lower seal has failed and should be replaced. The motor housing should be drained and the upper seal replaced if the lower seal has failed, since foreign material in the seal chamber may have damaged the upper seal.
2. Remove the volute and cutters per the instructions listed under the PUMP DISASSEMBLY, INSPECTION, REASSEMBLY section in this manual.
3. To remove the impeller (11), secure the shaft by threading the radial cutter (12) onto the shaft and holding it with a pair of pliers. Hold a wood block against the impeller vane and tap it with a hammer until it spins off.
4. Using a pair of snap ring pliers, remove the snap ring (22) that secures the lower seal (8). Remove the lower seal rotating elements by sliding the spring off the shaft (29). Then using two screwdrivers, slide the carbon assembly off by prying on the retaining ring.
5. Loosen and remove the cap screws (24) that hold on the seal housing, then remove the seal housing (23). Using a socket that will fit onto the back of the seal, tap the stationary seal assembly out of the seal housing (23).
6. Using a pair of snap ring pliers, remove the snap ring (22) that secures the upper seal (8). Remove the spring retainer and spring from the shaft, and using the same method as used for the lower seal, remove the carbon seal assembly.
7. With a pair of screwdrivers, pry up on the seal/bearing plate (5). Remove the seal/bearing plate until you have access to the seal sensor wire (4), then carefully pull the seal sensor wire off the seal probe (6) which will allow the complete removal of the seal bearing plate.
8. Take a socket and tap out the stationary portion of the seal from the seal/bearing plate (5) in the same manner as used for the lower stationary seal.
9. After checking both of the O-rings (7), replace the seal bearing plate (5) in the motor housing (31), making sure that the seal sensor wire (4) has been reattached to the seal probe (6). Use O-ring lube to prevent cutting in assembly.
10. Take the stationary portion of the new seal (8), and lube the rubber material with a good quality dielectric oil (30). Press the stationary portion of the new seal into the seal/bearing plate (5).

CAUTION: Do not reuse old seal parts. Replace all parts with new. Mixing old and new parts could cause immediate seal failure.

11. Using a good quality dielectric oil (30), lube the rubber material on the carbon seal assembly (8) and press it on the shaft. Place the spring and the seal retainer on the shaft as removed. Replace the snap ring (22).
12. Carefully place the seal housing (23) onto the seal bearing plate (5), replace the cap screws (24), and evenly tighten.
13. Using a pressure gauge with a fill stem, pressurize the motor housing to no more than 7 psig with dried air and check for leaks. If after several minutes the gauge reads the same, the seal is good and you can continue with assembly.

NOTE: It is normal to observe some air bubbles in the seal area initially as the seal seats. If bubbles do not stop within a few seconds, the seal is either not properly installed or is damaged.

14. Following the same procedure outlined in steps 10 through 13, install the lower seal assembly (8). Replace the impeller using a removable locking adhesive.
15. Reassemble the cutters and volute as outlined in the PUMP DISASSEMBLY, INSPECTION, REASSEMBLY section of this manual.
16. Refill all chambers with a good quality dielectric oil (30). Fill the motor housing so that the tops of the motor windings have been covered (2500 ml), but leave an air gap to allow for expansion of the oil. Fill the seal chamber with 700 ml of oil so that an air gap also exists.

Replacing Motor Stator:

1. If the replacement of the stator is necessary, first follow the disassembly steps outlined in the previous sections of the manual.
2. Remove the shaft / rotor assembly (29) from the motor housing (31), making note

Pump Maintenance

that a wave washer (33) is used on the top of the upper bearing (32).

3. Place motor housing vertically on the bench and remove the cord grip (1). Carefully remove the power cord (1) from the pump, making sure that the wires are not damaged. Clip the power cable leads, taking note of the wire connections, and then remove the power cable.
4. Turn the motor housing over and remove the stator bolts (26) from the stator (28), then remove the stator from the motor housing (31).
5. Place new stator (28) into the motor housing (31) while pulling the new leads through the power cord opening in the motor housing. Replace the stator bolts (26) and tighten. Replace the seal sensor wire (4) along the side of the stator.
6. Attach the power cord (1) to the stator (28) leads and the sensor leads using insulated butt connector (2). Once attached, carefully tuck the wires into the motor housing making sure that they will not come in contact with the rotor. Press the power cord molded end into chamber in the motor housing (31).
7. Apply a sealant to the threads on the body of the cord grip (1) that will enter the motor housing (31), then slide onto the power cord (1) and tighten snugly.

   DO NOT OVERTIGHTEN.

   Attach the cord grip nut onto the cord grip and snug.
8. Examine the bearings (32) and (25) on the shaft/rotor assembly (29). If when rotated they feel rough, replace. When reinstalling new bearings, press only on the inner ring of the bearing or damage may occur.
9. Replace the wave washer (33) into the upper bearing pocket in the motor housing (31), then reinstall the rotor and shaft assembly (29).
10. Follow the previously outlined steps to reassemble the pump from this point.
11. Always run pump for a few seconds after assembly work to be sure all parts run smoothly before replacing it in the sump. Check again for correct rotation. Pump should rotate counterclockwise when viewed from the suction end.

NOTE: When applying power, be sure the pump is restrained from turning by holding the pump at the motor housing, or by clamping it in a holding fixture.

WARNING: Severe injury may result from accidental contact with moving cutters. Keep clothing, hands and feet away from cutters any time power is connected to the pump.

Pump Troubleshooting

Below is a list of troubles and their probable causes:

No liquid delivered

1. Pump air bound
2. Discharge head too high
3. Pump or piping plugged
4. Wrong rotation
5. Speed too low

Insufficient liquid delivered

1. Discharge head too high
2. Impeller or cutters impartially plugged or damaged
3. Wrong rotation
4. Incorrect diameter impeller
5. Speed too low

Insufficient discharge pressure

1. Wrong rotation
2. Air or gases in liquid
3. Impeller damages
4. Incorrect impeller diameter
5. Speed too low

Pump overloads motor

1. Wrong rotation
2. Specific gravity or viscosity of liquid too high
3. Speed too high
4. Head lower than rating, pumping too much liquid
5. Pump clogged
6. Defective bearings
7. Defective impeller

Pump is noisy

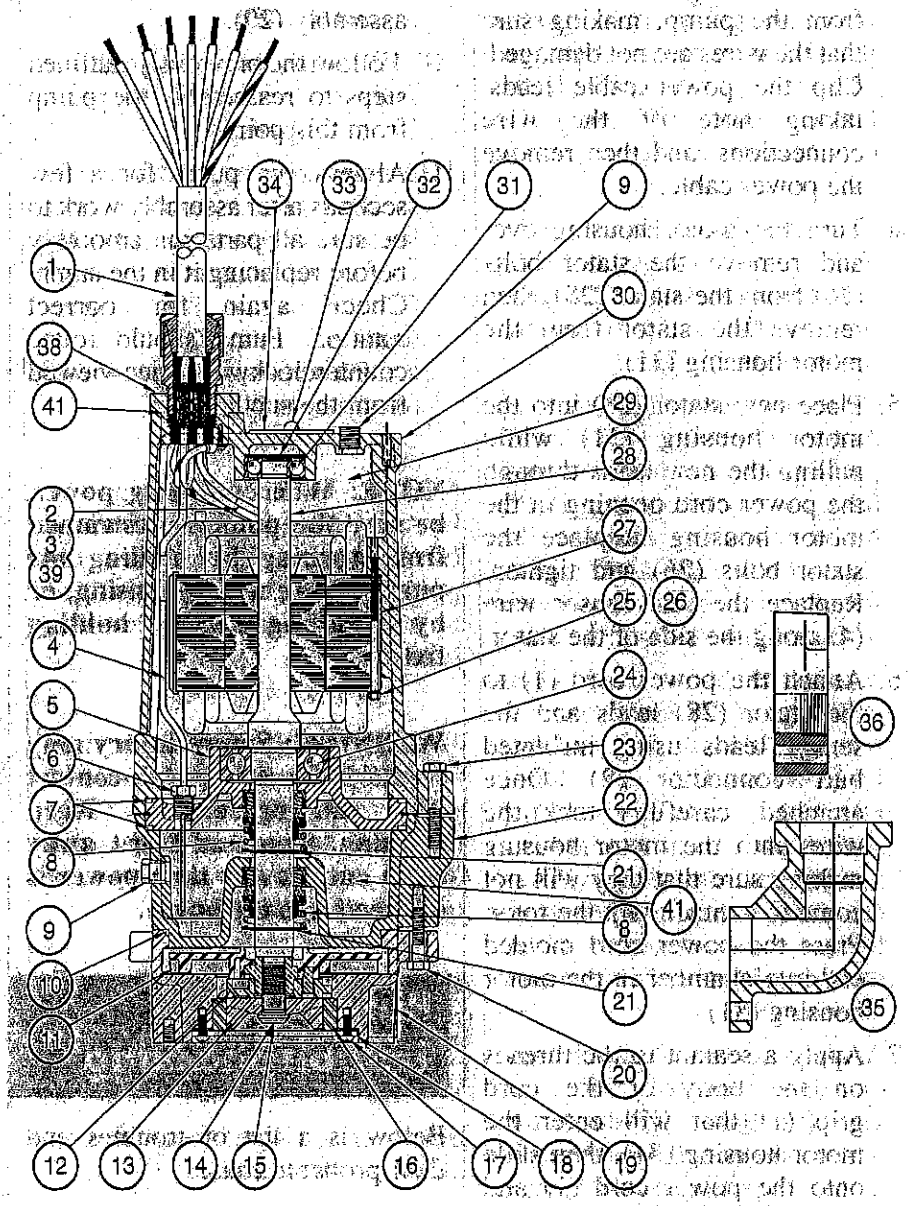
1. Defective bearings
2. No axial clearance between impeller and volute
3. No diametral clearance between radial cutter and cutter ring

If the cause of the trouble cannot be determined and corrected as outlined above, contact your nearest factory representative.

HPG200 Parts List

ORDERING REPLACEMENT PARTS: Product improvements are made from time to time. The latest part design will be furnished as long as it is interchangeable with the old part. When ordering replacement parts, always furnish the following information: (1) pump serial number, (2) pump model and size, (3) part description, (4) part number, (5) impeller diameter (if ordering impeller), (6) quantity required, and (7) shipping instructions.

Ref. No.	Part No.	Part Description	Qty.
1	14424-002-5	POWER CORD 20'	1
1	14424-011-5	POWER CORD 35'	1
2	11675-000-1	BUTT CONNECTOR	
		230-1, 200-1, 575-3, 200-3	6
		230-3	3
		460-3	9
3	11691-000-1	BUTT CONNECTOR	3
4	6000-014-1	WIRE W/TERMINAL	1
5	13488-000-2	SEAL/BEARING PLATE	1
6	08472-001-5	SEAL FAILURE ASS'Y	1
7	05876A120	O-RING S	2
8	00300-000-1	SHAFT SEAL 1" S	2
9	14981-001-1	PIPE PLUG	2
10	00150-042-1	O-RING S	1
11	07033-002-3	IMPELLER 5.00	1
11	07033-004-3	IMPELLER 4.50	1
11	07033-006-3	IMPELLER 4.00	1
12	05506-002-2	AXIAL CUTTER	1
13	05405-001-2	RADIAL CUTTER	1
14	14885-000-1	MACHINE SCREW	1
15	05570-005-1	IMPELLER WASHER	1
16	05505-000-2	STATIONARY CUTTER	1
17	00030-004-1	MACHINE SCREW	3
18	07763-000-1	CUTTER RETAINER	1
19	13500-100-2	VOLUTE CASE	1
20	19100A012	HEX HEAD CAP SCREW – 5/16	4
21	00975-002-1	RETAINING RING	2
22	13489-001-2	SEAL HOUSING	1
23	00101-011-1	HEX HEAD CAP SCREW – 5/16	4
24	00065-027-1	BALL BEARING	1
25	00025-009-1	MACHINE SCREW PER B/M	4
26	05454A009	LOCK WASHER	4
27	21573C100	STATOR 230V 1 PHASE	1
	21573C102	STATOR 230-460V 3 PHASE	1
	10823-603-1	STATOR 575V 3 PHASE	1
	21573C101	STATOR 200V 3 PHASE	1
	21573C104	STATOR 200V 1 PHASE	1
28	10832-100-5	ROTOR/SHAFT 1 PHASE	1
	10823-100-5	ROTOR/SHAFT 3 PHASE	1
29	247091 10000	PARAFFINIC OIL	0.88
30	13494-100-2	MOTOR HOUSING	1
31	08565A013	BALL BEARING	1
32	00064-001-1	WAVE SPRING	1
33	04580-001-1	DRIVE SCREW	2
34	13425-075-1	NAMEPLATE	1
35	13496-200-2	VERTICAL ADAPTER (std)	1
36	13495-000-2	HORIZONTAL ADAPTER	1
37	19101A010	HEX HEAD CAP SCREW – 3/8	3
38	19100A004	HEX HEAD CAP SCREW – 3/8	3
39	00073-001-1	WIRE CONNECTOR 230-3	1
40	247091 10000	PARAFFINIC OIL	
41	834-015-1	O-RING S	1
	51700-402-7	SEAL KIT	1
	13188-000-1	CUTTER SHIM	As Req'd.
	00628-039-1	IMPELLER SHIM	As Req'd.



Notes: S – Parts in Seal Kit
– Fill Oil to above the Top of Motor Windings

STANDARD LIMITED WARRANTY

HYDROMATIC® warrants its products against defects in material and workmanship for a period of 12 months from the date of shipment from Hydromatic or 18 months from the manufacturing date, whichever occurs first - provided that such products are used compliance with the requirements of the Hydromatic catalog and technical manuals for use in pumping raw sewage, municipal wastewater or similar, abrasive free non-corrosive liquids.

During the warranty period and subject to the conditions set forth, Hydromatic, at its discretion, will repair or replace to the original user, the parts which prove defective in materials and workmanship. Hydromatic reserves the right to change or improve its products or any portions thereof without being obligated to provide such a change or improvement for prior sold and/or shipped units.

Start-up reports and electrical schematics may be required to support warranty claims. Submit at the time of start up through the Hydromatic website: **http://forms.pentairliterature.com/startupform/startupform.asp?type=h**. Warranty is effective only if Hydromatic authorized control panels are used. All seal fail and heat sensing devices must be hooked up, functional and monitored or this warranty will be void. Hydromatic will only cover the lower seal and labor thereof for all dual seal pumps. Under no circumstance will Hydromatic be responsible for the cost of field labor, travel expenses, rented equipment, removal/reinstallation costs or freight expenses to and from the factory or an authorized Hydromatic service facility.

This limited warranty will not apply: (a) to defects or malfunctions resulting from failure to properly install, operate or maintain the unit in accordance with the printed instructions provided; (b) to failures resulting from abuse, accident or negligence; (c) to normal maintenance services and parts used in connection with such service; (d) to units which are not installed in accordance with applicable local codes, ordinances and good trade practices; (e) if the unit is moved from its original installation location; (f) if unit is used for purposes other than for what it is designed and manufactured; (g) to any unit which has been repaired or altered by anyone other than Hydromatic or an authorized Hydromatic service provider; (h) to any unit which has been repaired using non factory specified/OEM parts.

Warranty Exclusions: HYDROMATIC MAKES NO EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. HYDROMATIC SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

Liability Limitation: IN NO EVENT SHALL HYDROMATIC BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES RESULTING FROM OR RELATED IN ANY MANNER TO ANY HYDROMATIC PRODUCT OR PARTS THEREOF. PERSONAL INJURY AND/OR PROPERTY DAMAGE MAY RESULT FROM IMPROPER INSTALLATION. HYDROMATIC DISCLAIMS ALL LIABILITY, INCLUDING LIABILITY UNDER THIS WARRANTY, FOR IMPROPER INSTALLATION. HYDROMATIC RECOMMENDS INSTALLATION BY PROFESSIONALS.

Some states do not permit some or all of the above warranty limitations or the exclusion or limitation of incidental or consequential damages and therefore such limitations may not apply to you. No warranties or representations at any time made by any representatives of Hydromatic shall vary or expand the provision hereof.

Pentair Water

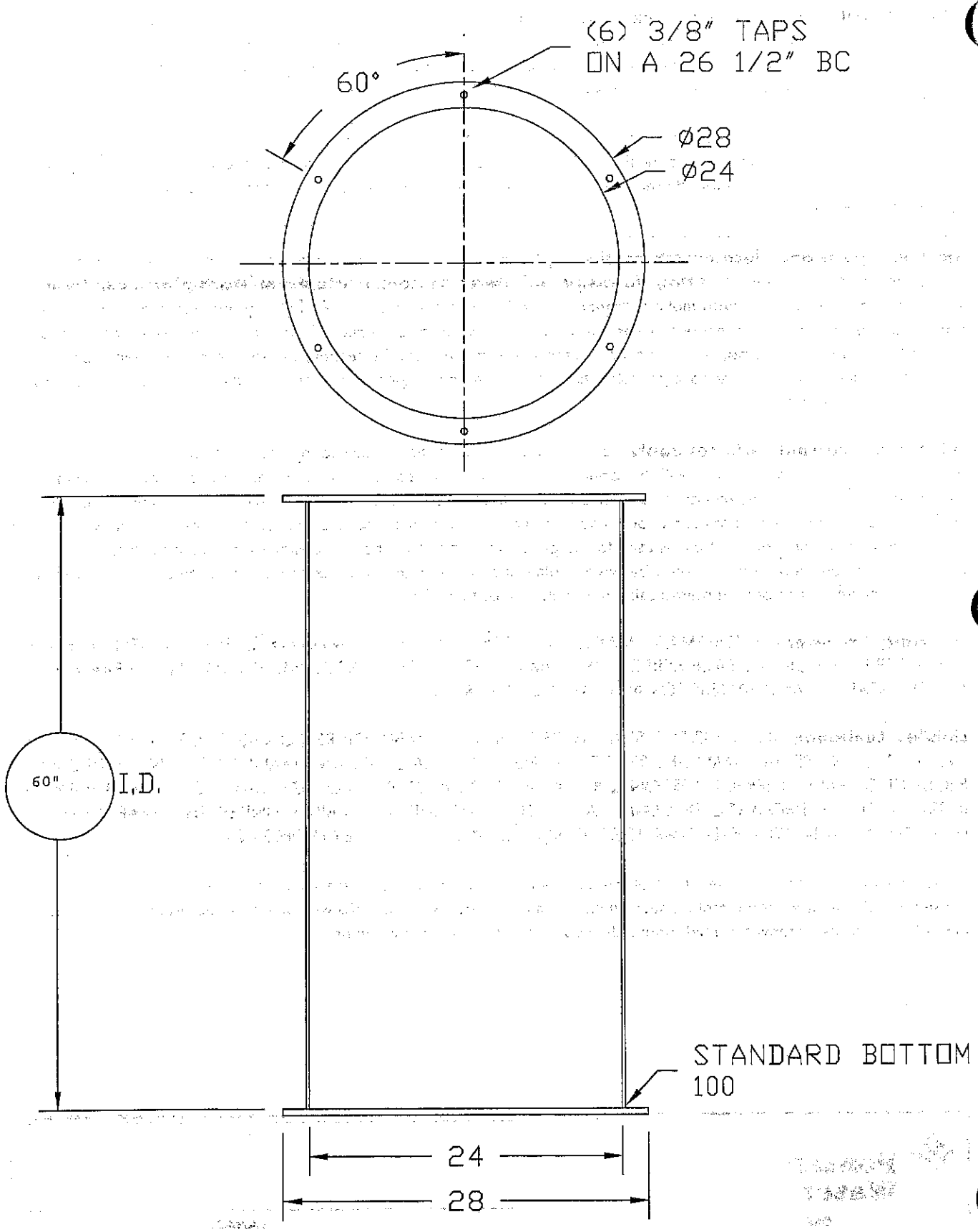
USA
740 East 8th Street, Ashland, Ohio 44805
Tel: 419-289-3042 Fax: 419-281-4087

www.hydromatic.com

CANADA
269 Trillium Drive, Kitchener, Ontario, Canada N2G 4W5
Tel: 519-896-2163 Fax: 519-896-6337

- Your Authorized Local Distributor -

PART/PRINT #:	PART DESCRIPTION:	DATE:
GB-24-100	24ø BASIN W/ STANDARD BOTTOM	06/12/06



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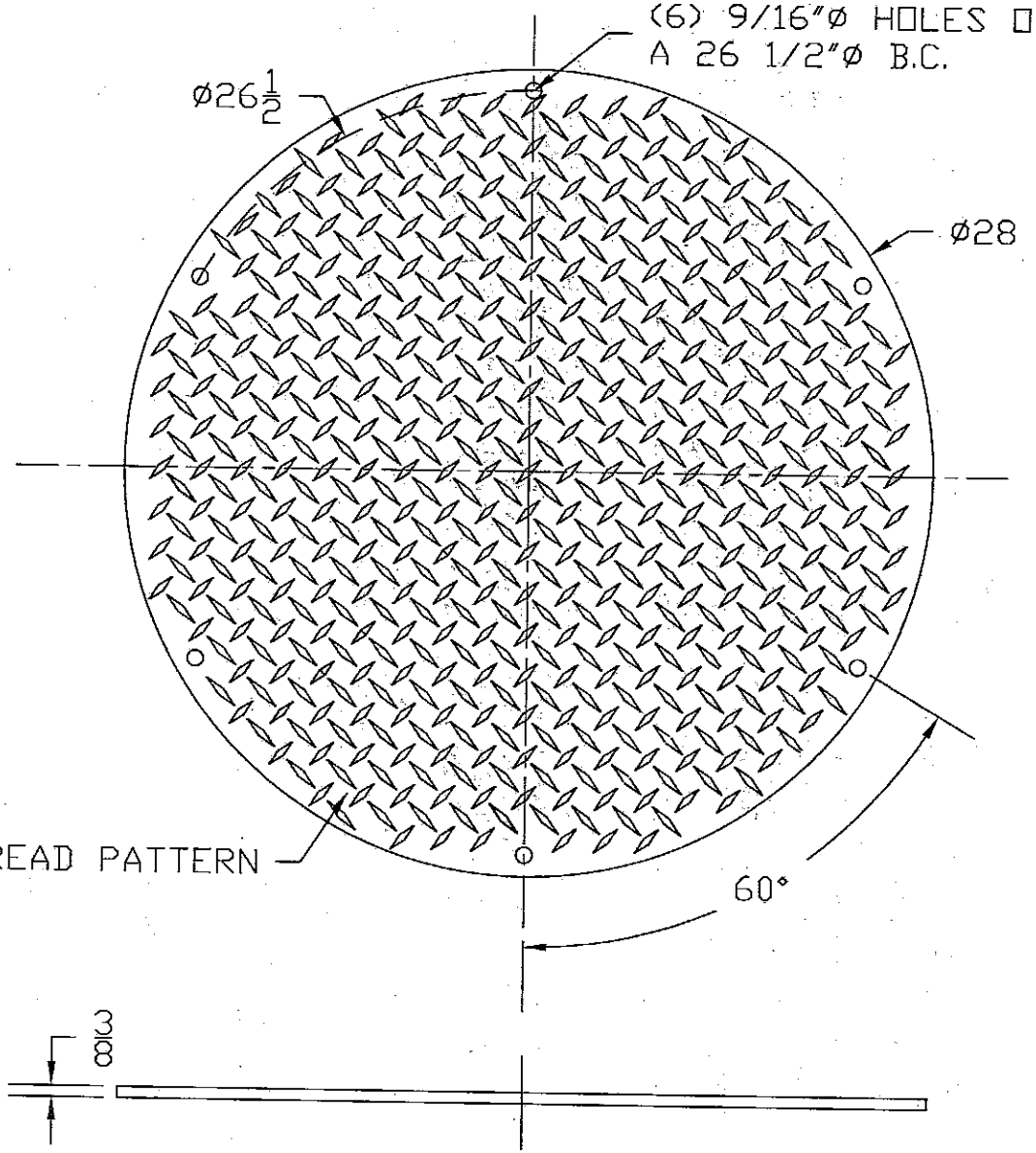
AK INDUSTRIES INC.
2055 PIDCO DR.
PLYMOUTH, IN. 46563
PHONE:(574) 936-6022

DRAWN BY:	SCALE:	REVISION#:	SIGNATURE:
J.CONLEY	NOT TO SCALE		

PART/PRINT NO.	PART DESCRIPTION	DATE
GL-24FSC	ROUND FIBERGLASS SOLID COVER	04/04/06



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(MOUTH, IN. 46563
NE:(574) 936-6022

DRAWN BY:	SCALE:	REVISION #:	SIGNATURE:
J.CONLEY	NOT TO SCALE		

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FIBERGLASS BASIN SPECIFICATION

GENERAL

UNLESS OTHERWISE INDICATED, THE PLASTICS TERMINOLOGY USED IN THIS STANDARD SHALL BE IN ACCORDANCE WITH THE DEFINITIONS GIVEN IN AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) DESIGNATIONS D3753-99.

MATERIALS

RESIN - THE RESIN USED SHALL BE OF A COMMERCIAL GRADE AND SHALL EITHER BE EVALUATED AS A LAMINATE BY TEST OR DETERMINED BY PREVIOUS SERVICE TO BE ACCEPTABLE FOR THE ENVIRONMENT.

REINFORCING MATERIAL- THE REINFORCING MATERIAL SHALL BE A COMMERCIAL GRADE OF GLASS FIBER HAVING A COUPLING AGENT WHICH WILL PROVIDE A SUITABLE BOND BETWEEN THE GLASS REINFORCEMENT AND THE RESIN

LAMINATE- THE LAMINATE SHALL CONSIST OF AN INNER SURFACE, AN INTERIOR LAYER, AND AN EXTERIOR LAYER OF LAMINATE BODY.

INNER SURFACE- THE INNER SURFACE SHALL BE FREE OF CRACKS AND CRAZING WITH A SMOOTH FINISH. THIS MAY BE A GELCOAT SURFACE OR REINFORCED WITH GLASS SURFACE VEIL.

INTERIOR LAYER- A MINIMUM OF 0.100 INCH OF THE LAMINATE NEXT TO THE INNER SURFACE SHALL BE REINFORCED WITH NOT LESS THAN 20 PERCENT NOR MORE THAN 30 PERCENT BY WEIGHT OF NONCONTINUOUS GLASS STRANDS HAVING FIBER LENGTHS FROM 0.5 TO 2.0 INCHES

EXTERIOR LAYER- THE EXTERIOR LAYER OF BODY OF LAMINATE SHALL BE OF CONSTRUCTION SUITABLE FOR THE SERVICE INTENDED AND CONTAIN SUFFICIENT GLASS BY WEIGHT TO PROVIDE THE AGGREGATE STRENGTH NECESSARY TO MEET THE TENSILE AND FLEXURAL REQUIREMENTS. THE EXTERIOR SURFACE SHALL BE RELATIVELY SMOOTH WITH NO EXPOSED FIBERS OR SHARP PROJECTIONS. HAND WORK FINISH IS ACCEPTABLE, BUT ENOUGH RESIN SHALL BE PRESENT TO PREVENT FIBER SHOW.

TANK WALL - MUST BE DESIGNED TO WITHSTAND WALL COLLAPSE BASED ON THE ASSUMPTION THAT SATURATED SOIL EXERTS HYDROSTATIC PRESSURE OF 120 POUNDS PER CU. FT. THE TANK WALL LAMINATE MUST BE CONSTRUCTED TO WITHSTAND OR EXCEED TWO TIMES THE ACTUAL IMPOSED LOADING ON ANY DEPTH OF BASIN. STRESS CALCULATIONS MUST BE SUBMITTED VERIFYING THE RESULTS OBTAINED USING 120 POUNDS PER CU. FT. HYDROSTATIC PRESSURE AND TWO TIMES ACTUAL IMPOSED LOADING ON ANY DEPTH BASIN. DEPTH OF BURY TO BE SPECIFIED ON PURCHASE ORDER WITH WALL THICKNESS CALCULATED AND GUARANTEED BY AK INDUSTRIES.

TANK BOTTOM- MUST BE CONSTRUCTED SUITABLE FOR THE SERVICE DESIGNATED BY THE PROJECT ENGINEER. UNDER TOTALLY WATER SUBMERGED CONDITIONS, THE CENTER DEFLECTION OF ANY EMPTY TANK BOTTOM MUST BE LESS THAN 3/8 INCH AS NOT TO INTERFERE WITH BOTTOM PUMP MOUNTING REQUIREMENTS AND RAIL SYSTEMS. AK RECOMMENDS ALL BASINS OVER 10' IN DEPTH TO HAVE A STEEL INSERT.

APPEARANCE- THE FINISHED LAMINATE SHALL BE AS FREE AS COMMERCIALLY PRACTICABLE FROM VISUAL DEFECTS SUCH AS FOREIGN INCLUSIONS, DRY SPOTS, AIR BUBBLES, PINHOLES, DIMPLES, AND DELAMINATIONS.

BASIN- THE PUMP BASIN SHALL BE CONSTRUCTED OF FIBERGLASS IN ANY AK STANDARD DIAMETER UP TO AND INCLUDING 120" AND SPECIFIED DEPTH. THE BOTTOM OF THE BASIN SHALL BE REINFORCED WITH A FIBERGLASS PLATE EXTENDING BEYOND THE BASIN DIAMETER FOR ANCHORING TO A CONCRETE PAD. PUMP MOUNTING STUDS WILL BE ATTACHED TO THIS PLATE AND INSTALLED IN PUMP BASIN PER YOUR SPECIFICATIONS OR PRINTS.

AK INDUSTRIES 2055 RIDGO DRIVE PLYMOUTH INDIANA 46563 1-574-936-6022

BASIN INSTALLATION INSTRUCTIONS

1) INSPECT ALL MATERIALS SUPPLIED BY AND OR INSTALLED BY AK INDUSTRIES TO ASSURE THERE ARE NO DAMAGES DUE TO SHIPPING PRIOR TO INSTALLATION.

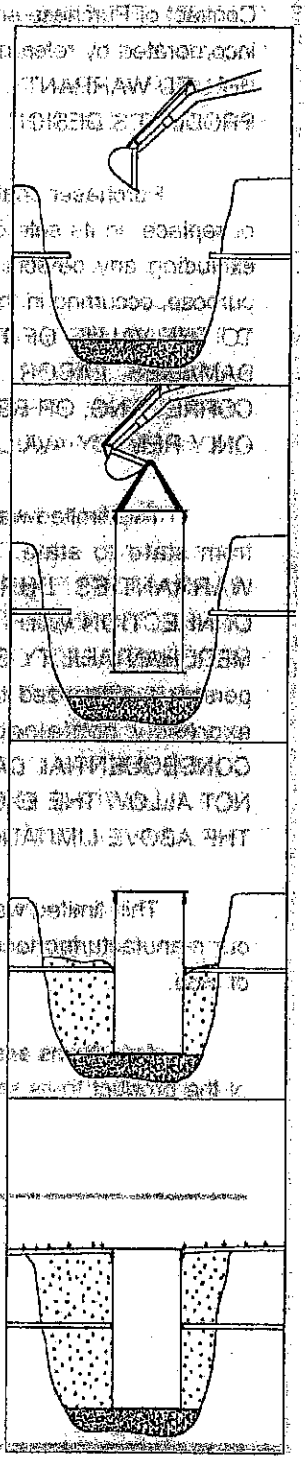
2) EXCAVATE HOLE LARGE ENOUGH TO ACCOMMODATE BASIN, UNDER GROUND PIPING, BACKFILL MATERIAL, AND ADEQUATE WORKING SPACE.

3) PREPARE THE BOTTOM OF THE EXCAVATED HOLE WITH 6" OF BACKFILL MATERIAL OR CONCRETE PAD. CHECK BASE TO INSURE IT IS LEVEL AND SMOOTH.

4) INSTALL BASIN ON GRAVEL BASE OR CONCRETE PAD, ANCHOR IF NECESSARY.

5) CONCRETE MAY BE POURED AROUND BASIN BOTTOM IF BALLAST IS REQUIRED FOR BUOYANCY.

6) BACKFILL WITH PEA GRAVEL 4" TO 6" AROUND THE ENTIRE PERIPHERY OF THE BASIN. COMPACT BACKFILL MATERIAL IN 12" LIFTS. STOP AND CONNECT PIPING AS REQUIRED.



RECOMMENDED BACKFILL MATERIAL

GRAVEL OR STONE TO BE FREE FLOWING, NATURALLY ROUNDED AGGREGATE WITH A PARTICLE SIZE OF NOT LESS THAN 3/8" OR LARGER THAN 3/4" IN DIAMETER.

CAUTION: IF BURIAL DEPTH IS GREATER THAN THE BASIN HEIGHT, CONSULT A FACTORY REPRESENTATIVE TO ASSURE STRUCTURAL INTEGRITY IS NOT COMPROMISED, **REINFORCEMENT MAY BE REQUIRED.**

CAUTION: IN FREEZING CONDITIONS BACKFILL MATERIAL MUST BE DRY AND FREE OF ICE. DO NOT USE OTHER BACKFILL MATERIALS. IN AREAS WHERE THE SPECIFIED MATERIALS ARE NOT AVAILABLE, CONTACT AK INDUSTRIES, INC.

CAUTION: **WARRANTY IS VOID IF OTHER THAN APPROVED BACKFILL MATERIALS ARE EMPLOYED WITHOUT PRIOR WRITTEN APPROVAL FROM AK INDUSTRIES, INC.**

AK INDUSTRIES 2055 PIDCO DRIVE PLYMOUTH INDIANA 46563 1-574-936-6022

MANUFACTURER'S ONE (1) YEAR LIMITED WARRANTY

A.K. Industries, Inc. (A.K.), the manufacturer of this product, in accordance with designs and specifications contained in this brochure, as modified by any additions or changes expressly reflected on the A.K. invoice for the product purchased, warrants to the original Purchaser that such product (as defined below) will be free from defects in materials and workmanship for a period of one (1) year from the date of purchase as evidenced by purchaser's proof of purchase, provided, however, that notwithstanding any other term or provision of this limited warranty, and in accordance with the terms and conditions of the Contract of Purchase entered into between A.K. and Purchaser, the terms and conditions of which are hereby incorporated by reference as thoughtfully set forth here verbatim, A.K. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, RELATING TO THE PRODUCT'S DESIGN, INCLUDING ITS FITNESS FOR ANY PARTICULAR PURPOSE.

Purchaser shall mean the person for whom the product is originally manufactured. A.K. will repair or replace, in its sole discretion, any defects in materials or workmanship in the product, but specifically excluding any defects in the design or performance of any A.K. product for its particular or any other purpose, occurring in the one year warranty period. A.K.'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE VALUE OF THE PRODUCT, AND IT SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LABOR, MATERIAL, FREIGHT, OR OTHER EXPENSES REQUIRED IN REPLACING, CORRECTING, OR RE-INSTALLING THE PRODUCT. SUCH REPAIR OR REPLACEMENT SHALL BE THE ONLY REMEDY AVAILABLE TO THE PURCHASER UNDER THIS LIMITED WARRANTY.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state. THIS LIMITED WARRANTY IS MADE IN LIEU OF ANY OTHER EXPRESS WARRANTIES. FURTHERMORE, A.K. DISCLAIMS ANY IMPLIED WARRANTIES ARISING IN CONNECTION WITH THE SALE OF THIS PRODUCT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No employee, dealer, agent or other person is authorized to make any warranty or representation with respect to this product, other than is expressly contained herein. IN NO EVEN SHALL A.K. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This limited warranty does not cover defects resulting from accidents, damage while in transit from our manufacturing location, alterations, unauthorized repair, failure to follow instructions, misuse, or acts of God.

Any claims arising under the foregoing must be reported to A.K. in writing within said time of delivery of the product to its shipping destination.

A) Freight issues (time of delivery)
B) Mechanical defects (1) year

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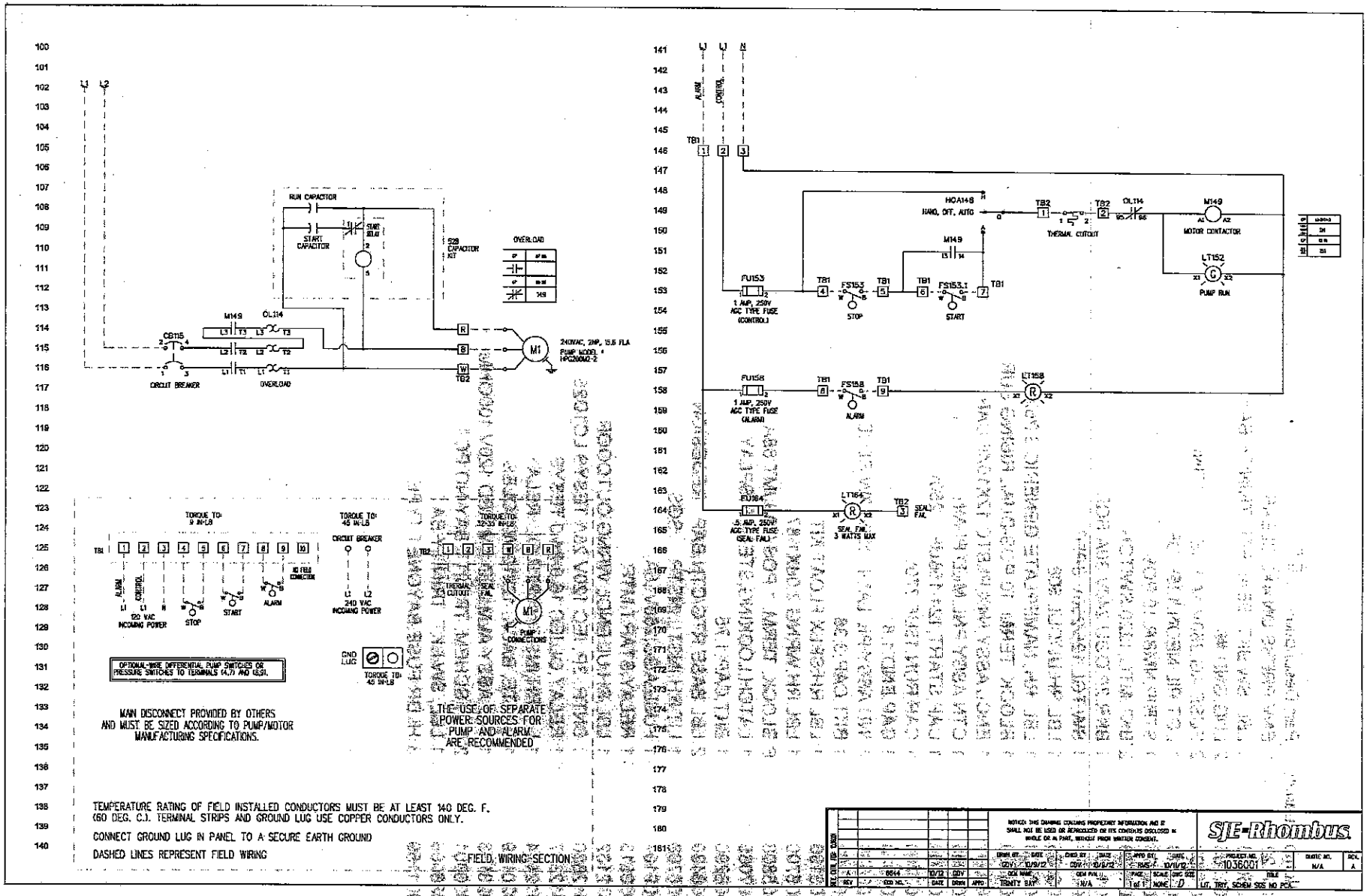
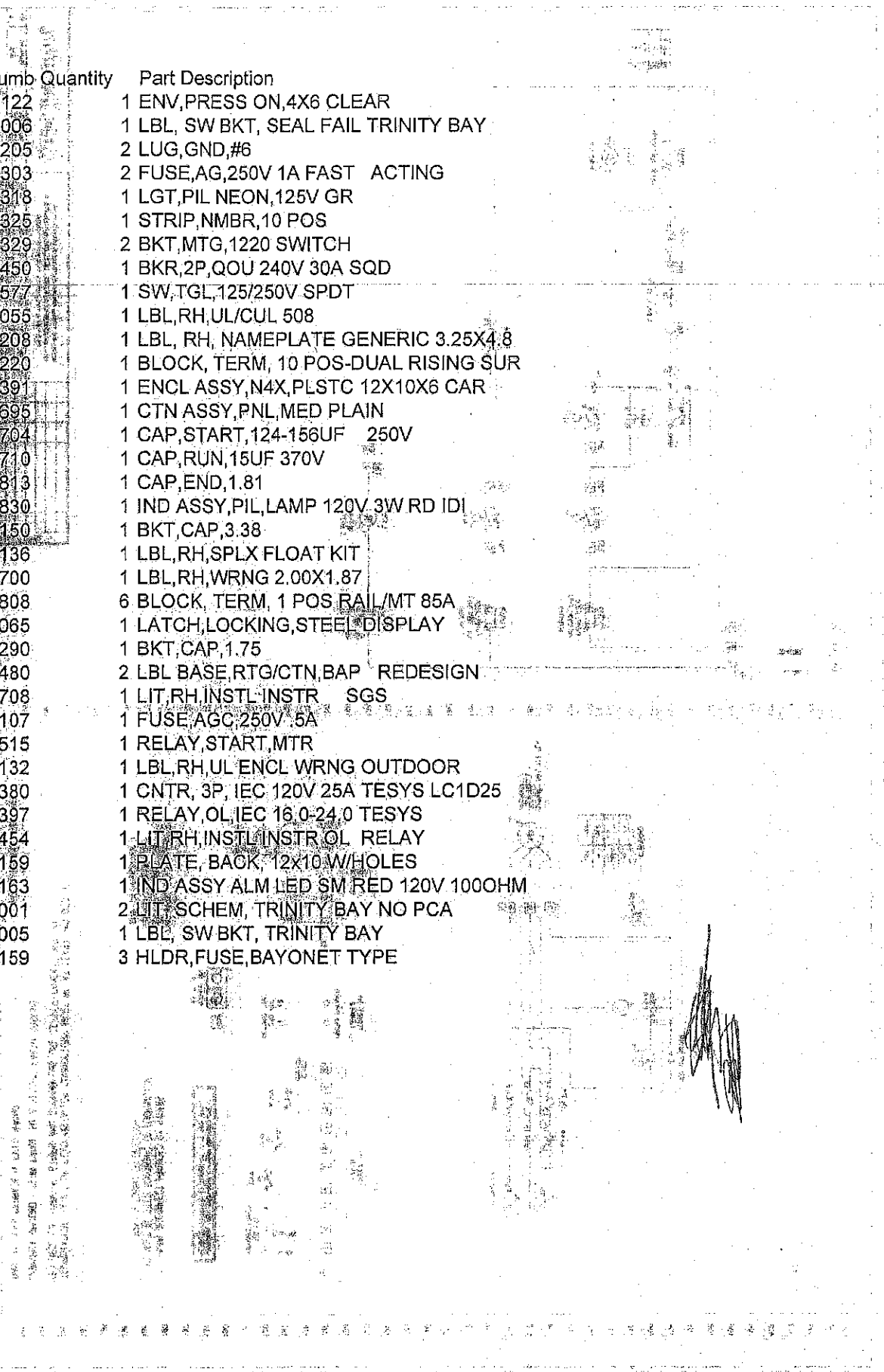
P.O. Box 640
Plymouth, IN 46563


RUN CAPACITOR
START CAPACITOR
START RELAY
528 CAPACITOR KIT
OVERLOAD
M149
OL114
CB115
CIRCUIT BREAKER
OVERLOAD
240VAC, 2HP, 15.8 FLA
PUMP MODEL # HPC200M2-2
M1
HOA148
HAND, OFF, AUTO
THERMAL CUTOUT
M149
MOTOR CONTACTOR
LT152
PUMP RUN
FU153
1 AMP, 250V ACC TYPE FUSE (CONTROL)
FS153
STOP
FS153.1
START
FU158
1 AMP, 250V ACC TYPE FUSE (ALARM)
FS158
ALARM
LT158
FU164
.5 AMP, 250V ACC TYPE FUSE (SEAL FAIL)
LT164
SEAL FAIL
SEAL FAIL 3 WATTS MAX
ALARM
CONTROL
TB1
TB2
TORQUE TO: 9 IN-LB
TORQUE TO: 45 IN-LB
TORQUE TO: 32-33 IN-LB
CIRCUIT BREAKER
120 VAC INCOMING POWER
240 VAC INCOMING POWER
PUMP CONNECTIONS
GND LUG
TORQUE TO: 45 IN-LB
OPTIONAL-WIRE DIFFERENTIAL PUMP SWITCHES OR PRESSURE SWITCHES TO TERMINALS (4,7) AND (8,9).
MAIN DISCONNECT PROVIDED BY OTHERS AND MUST BE SIZED ACCORDING TO PUMP/MOTOR MANUFACTURING SPECIFICATIONS.
THE USE OF SEPARATE POWER SOURCES FOR PUMP AND ALARM ARE RECOMMENDED.
TEMPERATURE RATING OF FIELD INSTALLED CONDUCTORS MUST BE AT LEAST 140 DEG. F. (60 DEG. C.). TERMINAL STRIPS AND GROUND LUG USE COPPER CONDUCTORS ONLY.
CONNECT GROUND LUG IN PANEL TO A SECURE EARTH GROUND
DASHED LINES REPRESENT FIELD WIRING
FIELD WIRING SECTION
SJE-Rhombus
1036001
LT, TRY, SCHEM SDS NO POC

Part Numb	Quantity	Part Description
1001122	1	ENV,PRESS ON,4X6 CLEAR
1036006	1	LBL, SW BKT, SEAL FAIL TRINITY BAY
1001205	2	LUG,GND,#6
1001303	2	FUSE,AG,250V 1A FAST ACTING
1001318	1	LGT,PIL NEON,125V GR
1001325	1	STRIP,NMBR,10 POS
1001329	2	BKT,MTG,1220 SWITCH
1001450	1	BKR,2P,QOU 240V 30A SQD
1001577	1	SW,TGL,125/250V SPDT
1003055	1	LBL,RH,UL/CUL 508
1003208	1	LBL, RH, NAMEPLATE GENERIC 3.25X4.8
1003220	1	BLOCK, TERM, 10 POS-DUAL RISING SUR
1003391	1	ENCL ASSY,N4X,PLSTC 12X10X6 CAR
1003695	1	CTN ASSY,PNL,MED PLAIN
1003704	1	CAP,START,124-156UF 250V
1003710	1	CAP,RUN,15UF 370V
1003813	1	CAP,END,1.81
1003830	1	IND ASSY,PIL,LAMP 120V 3W RD IDI
1004150	1	BKT,CAP,3.38
1005136	1	LBL,RH,SPLX FLOAT KIT
1005700	1	LBL,RH,WRNG 2.00X1.87
1005808	6	BLOCK, TERM, 1 POS RAIL/MT 85A
1007065	1	LATCH,LOCKING,STEEL DISPLAY
1008290	1	BKT,CAP,1.75
1008480	2	LBL BASE,RTG/CTN,BAP REDESIGN
1008708	1	LIT,RH,INSTL INSTR SGS
1009107	1	FUSE,AGC,250V 5A
1010515	1	RELAY,START,MTR
1012132	1	LBL,RH,UL ENCL WRNG OUTDOOR
1012380	1	CNTR, 3P, IEC 120V 25A TESYS LC1D25
1012397	1	RELAY,OL,IEC 16.0-24.0 TESYS
1012454	1	LIT,RH,INSTL INSTR OL RELAY
1020159	1	PLATE, BACK, 12x10 W/HOLES
1023163	1	IND ASSY ALM LED SM RED 120V 100OHM
1036001	2	LIT, SCHEM, TRINITY BAY NO PCA
1036005	1	LBL, SW BKT, TRINITY BAY
1001159	3	HLDR,FUSE,BAYONET TYPE



Single Phase Simplex Control Panel

1.01 GENERAL

A. Contractor shall furnish all labor, materials, equipment and incidentals required to provide a simplex motor control panel as specified herein.

B. The motor control panel shall be assembled and tested by a controls system manufacturer (SJE-Rhombus or pre-approved equal) meeting the Standards of UL 508A for industrial controls and be UL labeled and serialized accordingly. The motor control panel shall be assembled and tested by the manufacturer so as to insure suitability in matching controls to motors and to insure single source responsibility for the equipment.

C. The panel shall contain all components required by the pump manufacturer for starting and protecting the motor as well as features required by the pump manufacturer for warranty of the pumps. Items such as thermal overload detection or seal failure detection shall be included when required.

D. Incoming pump power shall be single-phase, 60 Hz, 240 volts AC.

E. Incoming control/alarm power shall be single-phase, 60 Hz, 120 volts AC.

F. The control panel shall incorporate three (3) normally open, mercury or mechanically-activated control switches with pipe clamps. Floats shall be labeled in the panel as stop, start, and alarm. Floats shall be SJE-Rhombus control switches or approved equal.

2.01 CONSTRUCTION

A. The controls for the pump shall be housed in an engineered thermoplastic enclosure meeting NEMA 4X requirements with a hinged door and neoprene gasket. The enclosure shall have provisions for a padlock.

B. A nameplate shall be permanently affixed to the panel. A ratings label shall include the model number, voltage, phase, frequency, ampere rating and horsepower rating and shall be affixed to the inside of the enclosure. A warning label against electric shock shall be permanently affixed to the outer door. The interior of the enclosure shall have a clear envelope with "as built" schematics located within.

C. A removable aluminum back plate shall be provided for mounting all circuit breakers, motor starters, etc. All components mounted to the back plate shall be secured by type 25, self-tapping screws in extruded holes. Rivets shall not be acceptable for securing any component to the backplate.

D. There shall be separately fused control and alarm circuit protection. A run light and hand-off-auto switch shall be provided for the pump circuit. The run light and hand-off-auto switch shall be mounted on an aluminum bracket. The run light shall be green.

E. A circuit breaker shall be used as branch circuit protection for the pump. The circuit breaker shall be thermal magnetic and sized to meet NEC requirements for interrupt capacity and amp rating.

F. The magnetic motor starter shall be general purpose type rated for the pump horsepower and include a contactor with a minimum mechanical life of 500,000 operations and a minimum contact life of 100,000 operations. Pump overloads, if not included in the pump, shall provide overload protection for the pump circuit and shall be sized to meet NEC requirements for the pump full load ampere

rating specified.

G. A high-level alarm condition shall activate the main alarm light (red, mounted on the top of the panel). The alarm light shall remain illuminated until the problem is corrected.

H. Wire ties shall be used to maintain panel wiring in neat bundles for maintenance and to prevent interference with operating devices. All grounding conductors shall be securely connected to assure a proper ground.

Single Phase Simplex

SJE-Rhombus® Type 113

Installation Instructions and Operation/Troubleshooting Manual

⚠ WARNING!

ELECTRICAL SHOCK HAZARD
Disconnect all power sources before servicing. Failure to do so could result in serious injury or death.

This control panel must be installed and serviced by a licensed electrician in accordance with the National Electric Code NFPA-70, state and local electrical codes.

All conduit running from the sump or tank to the control panel must be sealed with conduit sealant to prevent moisture or gases from entering the panel. NEMA 4X enclosures are for indoor or outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water and hose-directed water. **Cable connectors must be liquid-tight in NEMA 4X enclosures.**

Installation

Standard Type 113 panels are designed to operate with three floats. These floats operate the pump stop, pump start, and high level alarm functions.

NOTE: Options ordered may affect the number of floats and their functions. Please reference the schematic provided with the control panel for proper installation.

Installation of Floats

CAUTION: If control switch cables are not wired and mounted in the correct order, the pump system will not function properly.

WARNING: Turn off all power before installing floats in pump chamber. Failure to do so could result in serious or fatal electrical shock.

1. Use float label kit to identify and label cables on both the float and stripped ends (stop, start, alarm, etc.). See schematic for float options.
2. Determine your normal operating level, as illustrated in **Figure 1**.
3. Mount float switches at appropriate levels as illustrated in **Figures 2-4**. Be sure that floats have free range of motion without touching each other or other equipment in the basin.

If using the mounting clamp; follow steps 4-6.

4. Place the cord into the clamp as shown in **Figure 2**.
5. Locate the clamp at the desired activation level and secure the clamp to the discharge pipe as shown in **Figure 2**.

   NOTE: Do not install cord under hose clamp.
6. Tighten the hose clamp using a screwdriver. Over tightening may result in damage to the plastic clamp. Make sure the float cable is not allowed to touch the excess hose clamp band during operation.

NOTE: All hose clamp components are made of 18-8 stainless steel material. See your SJE-Rhombus® supplier for replacements.

Warranty void if panel is modified.

Call factory with servicing questions:

1-800-RHOMBUS
(1-800-746-6287)

Manufactured by:

SJE Rhombus® CONTROLS
22650 County Highway 6 ■ P.O. Box 1708
Detroit Lakes, Minnesota 56502 USA
1-888-DIAL-SJE (1-888-342-5753)
Phone: 218-847-1317 ■ Fax: 218-847-4617
E-mail: sje@sjerhombus.com
Website: www.sjerhombus.com

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Installation Instructions

Mounting the Control Panel

1. Determine mounting location for panel. If distance exceeds the length of either the float switch cables or the pump power cables, splicing will be required. For outdoor or wet installation we recommend the use of a SJE-Rhombus® liquid-tight junction box with liquid-tight connectors to make required connections. **You must use conduit sealant to prevent moisture or gases from entering the panel.**
2. Mount control panel with mounting devices furnished.
3. Determine conduit entrance locations on control panel.

   NOTE: Be sure the incoming power voltage, amperage and phase meet the requirements of the pump motor being installed. If in doubt, see the pump identification plate for electrical requirements.
4. Drill proper size holes for type of connectors being used.

   NOTE: If using conduit, be sure that it is of adequate size to pull the pump and switch cables through.
5. Attach cable connectors and/or conduit connectors to control panel.
6. Determine location for mounting junction box according to state and local code requirements. Mount junction box to proper support.
7. Run conduit to junction box. Drill proper size holes for the type of conduit used. Attach connectors to junction box.
8. Identify and label each wire before pulling through conduit into control panel and junction box. Make wire splice connections at junction box.
9. Firmly tighten all fittings on junction box.
10. If a junction box is not required, pull cables through conduit into control panel.
11. Connect pump and float wires to proper position on terminals. See schematic inside control panel for terminal connections.
12. Connect control, alarm, and pump power conductors to proper position on terminals. See schematic inside control panel for terminal connections.

NOTE: It is the recommendation of the factory to use separate pump and control/alarm power sources.

FOR INSTALLATIONS WITHOUT A SPLICE, GO TO STEP 10; FOR INSTALLATIONS REQUIRING A SPLICE, FOLLOW STEPS 6-9.

VERIFY CORRECT OPERATION OF CONTROL PANEL AFTER INSTALLATION IS COMPLETE.

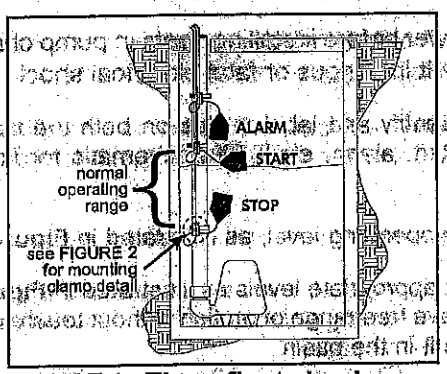


FIGURE 1 - Three float simplex - pump down installation

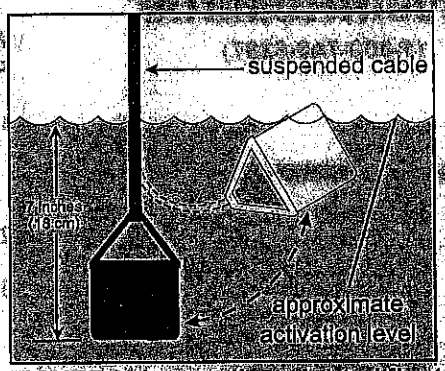


FIGURE 3 - Internally weighted float

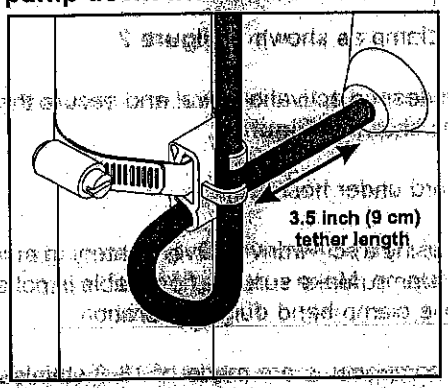


FIGURE 2 - Mounting clamp detail

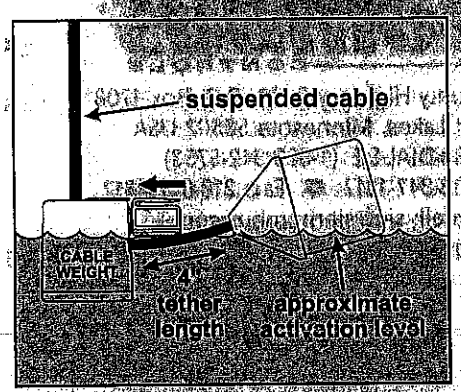


FIGURE 4 - Float with cable weight

Operations

SJE-Rhombus® Type 113 control panels are designed to operate in a three float system as standard. When all floats are in the open or OFF position, the panel is inactive. As the liquid level changes and closes the stop float, the panel remains inactive until the start float also closes. At this point the pump will start, assuming the HOA switch is in the AUTOMATIC mode and the power is ON. The pump will remain ON until both the stop and start floats open (return to the OFF position). If the liquid level travels beyond both the stop and start floats and reaches the alarm float, the audio/visual alarm will be activated. The alarm horn can be silenced by moving the test/normal/silence switch to the silence position.

Alarm System (Horn and Indicator - standard)

When an alarm condition occurs, a red light and a horn will be activated. If the test/normal/silence switch is moved to the silence position, the horn will be silenced. When the alarm condition is cleared, the alarm system is reset. The alarm system can be tested by moving the test/normal/silence switch to the test position.

Circuit Breaker (optional)

The pump circuit has a thermal-magnetic circuit breaker which provides pump disconnect and branch circuit protection.

Dry Auxiliary Contacts (optional)

Normally open - Contacts are open under normal conditions and closed when an alarm condition is present.
Normally closed - Contacts are closed under normal conditions and open when an alarm condition is present.
Both types automatically reset once the alarm condition is cleared.

HOA Switch

A hand-off-automatic switch is provided for the pump. In the hand mode, the pump will turn on unless other safety features are employed. In the automatic mode, the pump will turn on from commands by the float switches.

Overload Relay (optional)

An overload relay is supplied in the pump circuit. The overload must be set in the field. Dial the amp scale to the pump full load amps. If the full load amps are unknown, use a calibrated ammeter to measure the pump amperage draw under loaded conditions. An auxiliary contact from the overload is wired in series with the magnetic contactor coil so that on a trip, the magnetic contactor will be disabled. The overload relay must be reset on an overload trip.

Pump Run Light

The run light will be ON in either the hand or the automatic mode when the pump is called to run.

Seal Failure Circuit and Indicator Light (Optional)

The seal fail circuit has resistance sensitivity and will sense the presence of water in the pump seal chamber. Upon installation, turn the sensitivity dial on the seal fail module to the point where the light turns on, then dial back slowly until the light turns off. If water enters the seal chamber at this point, the seal chamber circuit will sense a change in resistance. After a short time delay, the indicator light will turn on. When the condition is cleared, the relay will de-energize and the indicator light will turn off. The seal fail relay has a sensitivity adjustment so that false readings may be tuned out.

Thermal Cutout (Optional)

The thermal cutout circuit is wired in series with the magnetic contactor coil. If the pump's thermal switch opens on high temperature, the magnetic contactor will turn off and stop the pump. When the thermal switch cools and closes, the magnetic contactor will turn on if the pump is called to run.

NOTE: Some options ordered may not be included in this manual.

Troubleshooting

Alarm Horn

Moving the alarm test/normal/silence switch to the test position or activating the alarm float should turn on the alarm horn. If the horn does not sound replace with horn of same type.

Alarm Light

Moving the alarm test/normal/silence switch to the test position or activating the alarm float should turn on the alarm light. If the light does not activate, replace with bulb of same type.

Circuit Breaker (optional)

Check each pole of the circuit breaker for proper resistance reading using the following procedure.

Warning: Disconnect incoming power to panel.

1. Isolate the circuit breaker by disconneting either the line side or load side wires.
2. Place the ohmmeter leads across the corresponding line and load terminals of each pole.
3. With the ohmmeter on the R X 1 scale and the breker in the OFF position the reading should be infinity (very high resistance). With the breaker in the ON position the reading should be zero ohms (very low resistance). If the readings are not as stated, replace the circuit breaker with one of the same ratings.

NOTE: Reading may vary slightly depending accuracy of the measuring device.

Float Controls

Check the floats during their entire range of operation. Clean, adjust, or replace floats.

Checking the float resistance - The float resistance can be measured to determine if the float is operating correctly or is defective. Use the following procedure to measure the float resistance.

1. Isolate the float by disconnecting one or both of the float leads from the float terminals.

(Troubleshooting - continued on next page)

Troubleshooting

2. Place one ohmmeter lead on one of the float wires, and the other ohmmeter lead on the other float wire.

3. Place the ohmmeter dial to read ohms and place on the R X 1 scale. With the float in the "off" position, the scale should read infinity (high resistance). Replace the float if you do not get this reading. With the float in the ON position, the scale should read nearly zero (very low resistance). Replace the float if you do not get this reading.

NOTE: Readings may vary depending on the length of wire and accuracy of the measuring device.

Fuses

Check the continuity of the fuse. With power OFF, pull the fuse out of the fuse block. With the ohmmeter on the R X 1 scale, measure resistance. A reading of infinity indicates a blown fuse and must be replaced. Replace fuse with same type, voltage and amp rating.

IEC Contactor

Contacts - Check the contacts for severely burnt or welded contacts. The contactor arm should move freely.

Coil - Measure the coil by disconnecting one of the coil leads. Measure the coil resistance by setting the ohmmeter on the R X 1 scale. A defective coil will read zero or infinity indicating a short or opened coil respectively. Replace defective contactor with same type.

NOTE: Readings may vary depending on accuracy of the measuring device.

Overload Relay (optional)

Test by pressing the test pin on the relay. The relay should trip.

Start and Run Capacitor

A failed capacitor will have a bulged enclosure, leading oil or a burnt smell. Using the following procedure, check the capacitor with an ohmmeter to determine if the capacitor is defective.

1. With the power OFF, discharge capacitor by shorting both terminals with an insulated handle metal screwdriver.
2. Label and remove the wires from the capacitor.
3. Set the ohmmeter on the R X 10,000 (10K) scale. Place an ohmmeter lead on each capacitor lead.
4. If the capacitor is good, the ohmmeter needle will go towards zero and then drift slowly toward infinity. If you do not get this reading, replace capacitor with one of the same type.

NOTE: If the capacitor is checked a second time, be sure to reverse the ohmmeter leads to get a correct ohm reading.

Start Relay

1. With power OFF, disconnect and label the wires going to the start relay.
2. To check coil resistance, set the ohmmeter to the R X 1,000 scale. A reading of zero ohms indicates a defective relay.
3. When checking contact resistance, a reading other than zero indicates a defective relay. (See schematic for relay pin numbers.)

SJE-Rhombus® Three-Year Limited Warranty

SJE-RHOMBUS® warrants to the original consumer that this product shall be free of manufacturing defects for three years after the date of consumer purchase. During that time period and subject to the conditions set forth below **SJE-RHOMBUS®** will repair or replace, for the original consumer, any component which proves to be defective due to defective materials or workmanship of **SJE-RHOMBUS®**.

THIS EXPRESS WARRANTY DOES NOT APPLY TO THE MOTOR START KIT COMPONENT. SJE-RHOMBUS® MAKES NO WARRANTIES OF ANY TYPE WITH RESPECT TO THE MOTOR START KIT.

ELECTRICAL WIRING AND SERVICING OF THIS PRODUCT MUST BE PERFORMED BY A LICENSED ELECTRICIAN.

THIS WARRANTY DOES NOT APPLY: (A) to damage due to lightning or conditions beyond the control of **SJE-RHOMBUS®**, **(B)** to defects or malfunctions resulting from failure to properly install, operate or maintain the unit in accordance with printed instructions provided; **(C)** to failures resulting from abuse, misuse, accident, or negligence; **(D)** to units which are not installed in accordance with applicable local codes, ordinances, or accepted trade practices, and **(E)** to units repaired and/or modified without prior authorization from **SJE-RHOMBUS®**.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

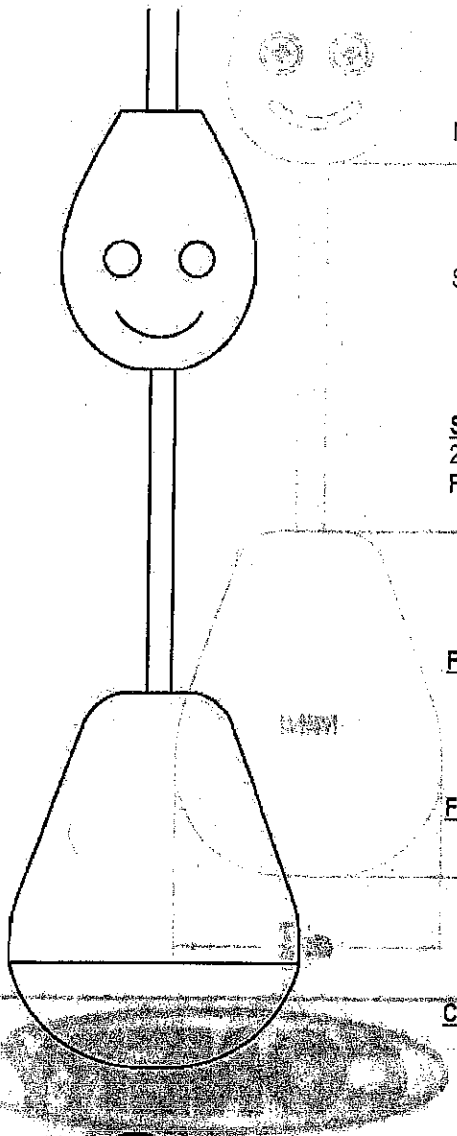
TO OBTAIN WARRANTY SERVICE: The consumer shall assume all responsibility and expense for removal, reinstallation, and freight. Any item to be repaired or replaced under this warranty must be returned to **SJE-RHOMBUS®**, or such place as designated by **SJE-RHOMBUS®**.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. SJE-RHOMBUS® SHALL NOT, IN ANY MANNER, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF A BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

CONERY MFG. INC.

FLOAT SWITCH – CONTROL DUTY

2900 MERCURY SERIES – NARROW ANGLE FLOAT SWITCH



GENERAL

DESIGNED FOR ACCURATE LIQUID LEVEL CONTROL IN MANY APPLICATIONS INCLUDING SEWAGE ENVIRONMENTS. THE FLOAT SWITCH CAN BE UTILIZED TO SIGNIFY SPECIFIC WATER LEVELS OR FOR DIRECT ALARM ACTUATION.

SWITCH VARIATIONS

NORMALLY OPEN (N/O)

THE CONTACTS ARE OPEN (OR OFF) IN THE HANGING POSITION. AS THE FLOAT RISES 1" (5°) ABOVE HORIZONTAL, THE CONTACTS BECOME CLOSED AND ACTUATE (TURN ON) THE SWITCH. THIS FLOAT IS GENERALLY USED IN PUMP DOWN APPLICATIONS.

NORMALLY CLOSED (N/C)

THE CONTACTS ARE CLOSED (OR ON) IN THE HANGING POSITION. AS THE FLOAT RISES 1" (5°) ABOVE HORIZONTAL, THE CONTACTS BECOME OPEN AND ACTUATE (TURN OFF) THE SWITCH. THIS FLOAT IS GENERALLY USED IN PUMP UP APPLICATIONS.

SINGLE POLE, DOUBLE THROW (SPDT)

A VARIATION OF THE PREVIOUSLY LISTED SWITCHES. THIS FLOAT SWITCH CAN BE WIRED TO OPERATE AS EITHER (BUT NOT BOTH) A NORMALLY OPEN OR NORMALLY CLOSED SWITCH BASED ON THE USER'S NEED.

SWITCH SPECIFICATIONS

2900 SERIES MERCURY FLOAT SWITCHES ARE DESIGNED TO OPERATE UNDER THE FOLLOWING PARAMETERS.

MINIMUM OPERATING TEMPERATURE	-	32 DEGREES F.
MAXIMUM OPERATING TEMPERATURE	-	170 DEGREES F.
ELECTRICAL RATING	-	10 AMP – 120 VAC, 3 AMP – 240 VAC
ACTUATION POINT	-	1" ABOVE / BELOW HORIZONTAL.

POWER CORD SPECIFICATIONS

CONDUCTOR CORD – PHYSICAL	-	CHLORINATED POLY ETHYLENE.
ELECTRICAL FOR N/O OR N/C SWITCH	-	18 AWG 2, TYPE SJOOW-300 VOLT.
ELECTRICAL FOR SPDT SWITCH		18 AWG 3, TYPE SJOOW-300 VOLT.

FLOAT SPECIFICATIONS

DURABLE POLYPROPYLENE MATERIAL CONSTRUCTION.
SOLID POLYURETHANE FOAM INTERIOR.
LEAK PROOF, SHOCK PROOF, AND IMPACT RESISTANT.
RESISTANT TO SEWAGE AND WASTEWATER APPLICATIONS.
FOR USE WITH INTRINSICALLY SAFE CIRCUITS.

CORD WEIGHT

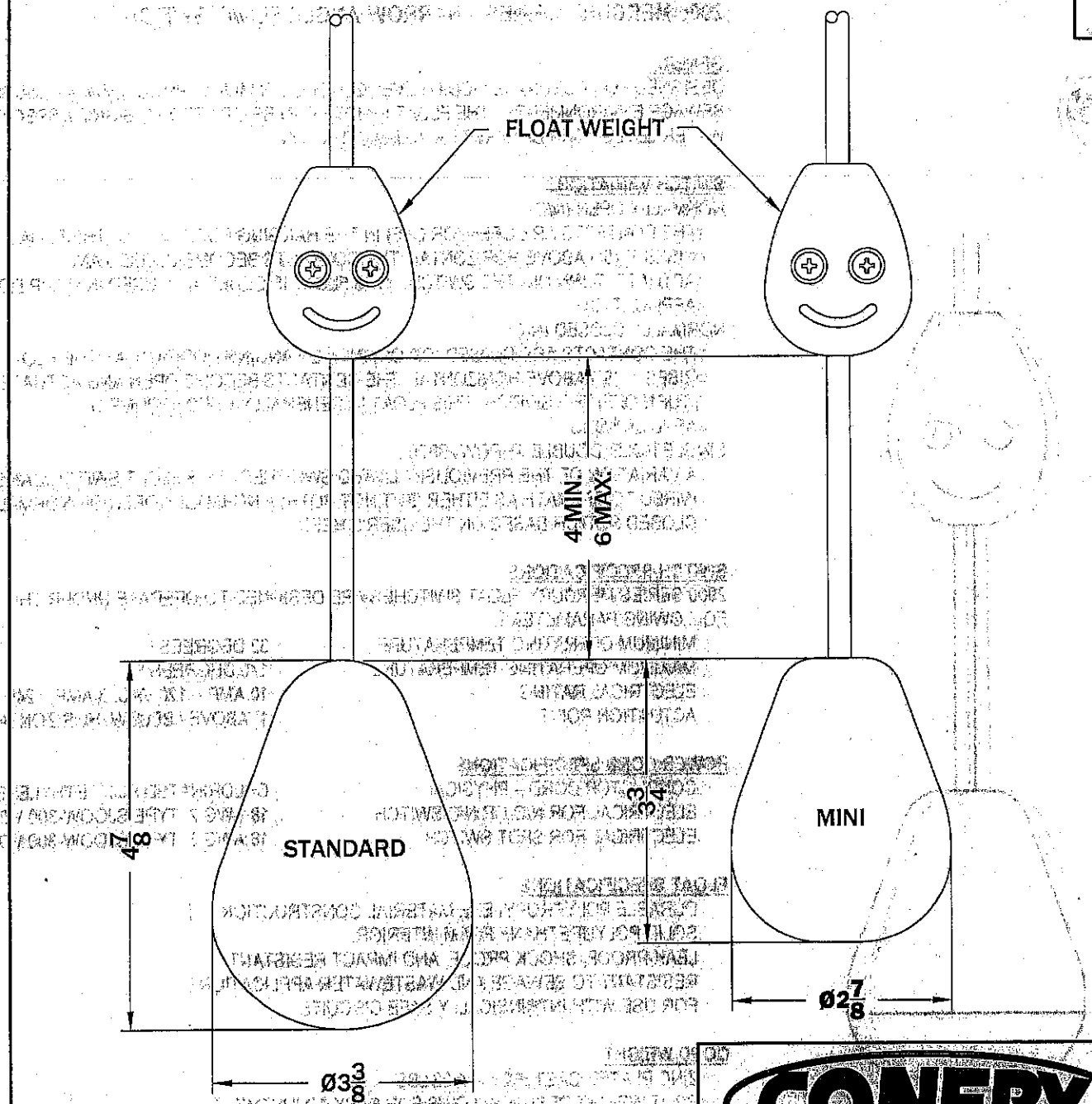
ZINC PLATED CAST IRON – 1.22 LBS.
SPLIT WEIGHT DESIGN ALLOWS FOR EASY ADJUSTMENT.
DESIGN ALLOWS FOR SECURE AND PERMANENT ATTACHMENT TO CORD.

c UL us LISTED
IND. CONT. EQ.
47UF

CONERY MFG INC 1380 ENTERPRISE PARKWAY ASHLAND, OH 44805
info@conerymfg.com PH (419) 289-1444 FAX (419) 281-0366

2900 SERIES B1,B2

PAGE 1



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CONERY MFG. INC

CHANGES	TOLERANCES	DRAWN BY	DATE
F	DECIMALS	D. MIDDLETON	03/18/04
E	.XXX = ±.005		
D	.XX = ±.010	MATERIAL SPECIFICATION:	
C	FRACTIONAL	NARROW ANGLE FLOAT SWITCH	
B	X/X = ±.1/64		
A	ANGLES		
	X° = ±1/2°		

SPECIFICATION SHEET
MERCURY FLOAT

SCALE:	PART NO.
HALF	2900 SERIES B1,B2

NOTE: ALL ELECTRICAL DIAGRAMS SHOWN ARE EXAMPLES ONLY, CONSULT WITH LOCAL ELECTRICAL AUTHORITIES AND CODES. DO NOT USE THESE PRODUCTS IN GASOLINE, VOLATILES, OTHER COMBUSTIBLES.

2900 SERIES B1, B2

PAGE 2

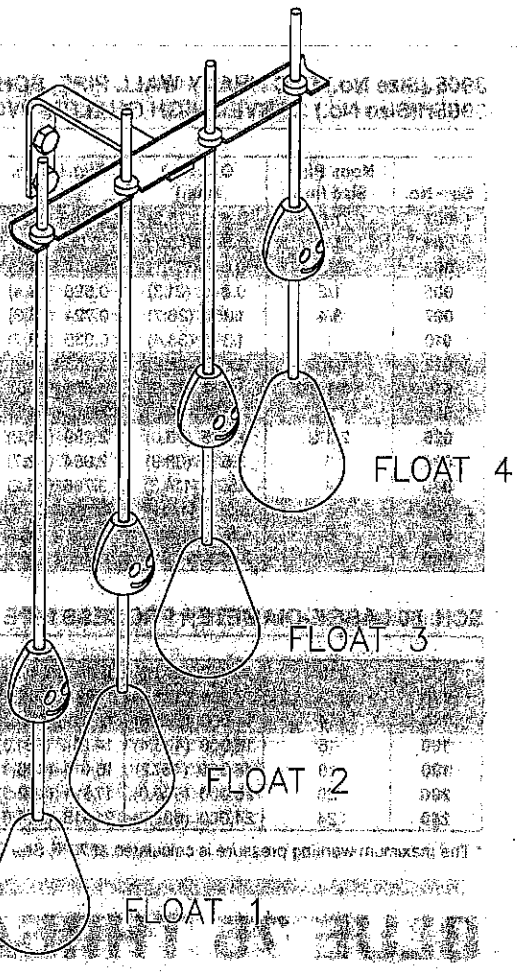
FOR PUMP DOWN USE (NORMALLY OPEN FLOATS)

FOR PUMP UP USE (NORMALLY CLOSED FLOATS)

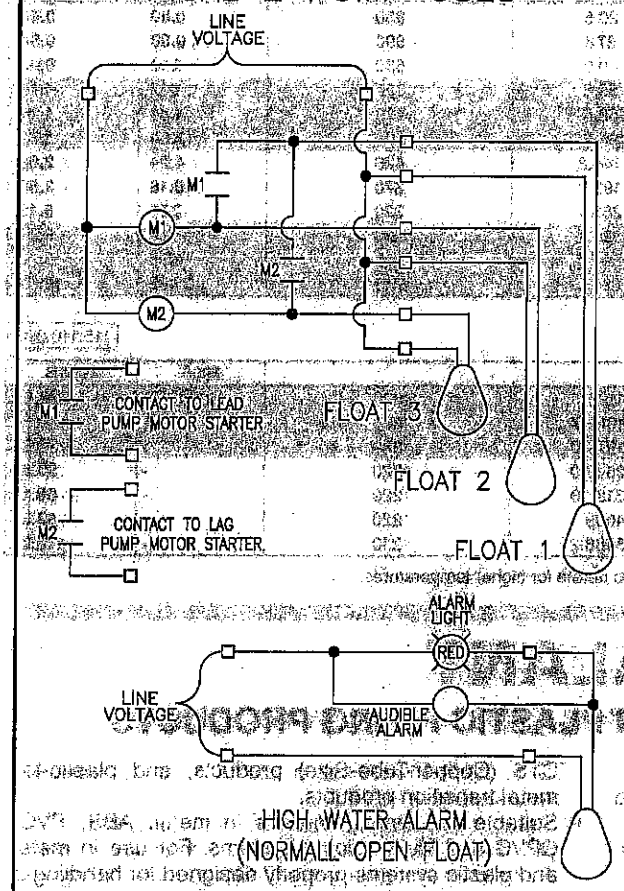
FOR SPDT FLOATS
GREEN — N/O
WHITE — COMMON
BLACK — N/C

c UL us LISTED

TYPICAL MOUNTING



TYPICAL 2 PUMP USES



HIGH WATER ALARM
(NORMALLY OPEN FLOAT)

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CONERY MFG INC

CHANGES	TOLERANCES	DRAWN BY	DATE
F	DECIMALS	D. MIDDLETON	03/18/04
E	.XXX = ±.005		
D	.XX = ±.010	MATERIAL SPECIFICATION:	
C	FRACTIONAL	NARROW ANGLE	
B	X/X = ±1/64	FLOAT SWITCH	
A	ANGLES		
	X° = ±1/2°		

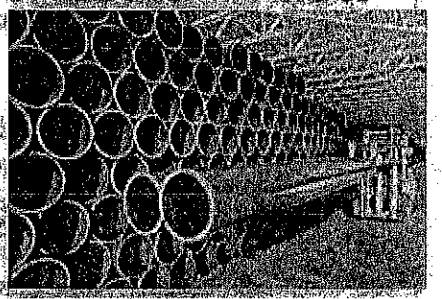
SPECIFICATION SHEET
MERCURY FLOAT

SCALE	PART NO.
NONE	2900 SERIES B1,B2

PVC SCHEDULE 80 PIPE

SPECIFICATIONS

- ASTM: Material meets ASTM-D-1784-65T for a PVC Type 1 material. Schedule 40 and Schedule 80 Pipe conforms to ASTM-D-1785.
- CS (Commercial Standard): CS-207-60 is the industry standard for Schedule 40 and Schedule 80 PVC pipe and is met by pipe from Ryan Herco Flow Solutions in both schedules. PVC pipe meeting this specification has the same O.D. and I.D. as the corresponding schedule of iron or galvanized pipe.
- Standard length: 20 feet.
- Minimum available quantity is one length.



PVC PIPE & FITTINGS NOT RECOMMENDED FOR COMPRESSED AIR OR GAS

3905 (Size No.) PVC HEAVY WALL PIPE, SCHEDULE 80
3905H (Size No.) HARVEL HIGH QUALITY PVC, SCHEDULE 80

Size No.	Nom. Pipe Size (in.)	O.D. (in.) (mm)	Avg. I.D. in. (mm)	Min. Wall Thick. In.(mm)	Nom. Wt. (lbs./ 100 ft.)	Max. Work Pressure (psi)*	3905 Price / ft	3905H Price / ft
001	1/8	0.405 (10.3)	0.203 (5.2)	0.095 (2.4)	5.8	1225	$0.26	
002	1/4	0.540 (16.7)	0.288 (7.2)	0.119 (3.0)	9.3	1130	1.12	0.48
003	3/8	0.675 (17.1)	0.407 (10.2)	0.126 (6.2)	19.6	920	1.66	0.69
005	1/2	0.840 (21.3)	0.528 (13.4)	0.147 (3.7)	20.5	850	0.60	0.40
007	3/4	1.050 (26.7)	0.724 (18.3)	0.154 (3.9)	27.8	690	0.80	0.54
010	1	1.315 (33.4)	0.935 (23.7)	0.179 (4.5)	40.9	630	1.18	0.80
012	1-1/4	1.660 (42.2)	1.256 (31.9)	0.191 (4.9)	56.6	520	1.62	1.10
015	1-1/2	1.900 (48.3)	1.476 (37.5)	0.200 (5.1)	68.5	470	1.84	1.24
020	2	2.375 (60.3)	1.913 (48.6)	0.218 (5.5)	94.8	400	2.54	1.72
025	2-1/2	2.875 (73.0)	2.289 (58.2)	0.276 (7.0)	144.8	420	4.24	2.88
030	3	3.500 (88.9)	2.864 (72.7)	0.300 (7.6)	193.7	370	5.16	3.50
040	4	4.500 (114.3)	3.786 (96.2)	0.337 (8.6)	283.1	320	7.54	5.12
050	5	5.563 (141.3)	4.767 (121.7)	0.375 (9.5)	386.7	290	11.84	8.04
060	6	16.625 (168.3)	16.709 (144.8)	0.132 (110)	540.6	280	14.36	9.76
080	8	8.625 (219.1)	7.665 (192.2)	0.500 (12.7)	8212	240	21.82	14.82

SCH. 80 LARGE-DIAMETER PROCESS PIPE

115.110.020

							3905	3905H
100	10	10.750 (273.1)	9.492 (241.1)	0.593 (15.1)	1195.6	230	$30.22	$22.00
120	12	12.750 (323.9)	11.294 (286.9)	0.687 (17.4)	1643.7	230	41.36	30.24
140	14	14.000 (355.6)	12.410 (315.2)	0.750 (19.1)	1979.0	220		39.56
160	16	16.000 (406.4)	14.214 (361.0)	0.843 (21.4)	2543.0	220	-	50.84
180	18	18.000 (457.2)	16.014 (406.8)	0.937 (23.8)	3183.0	220	-	66.18
200	20	20.000 (508.0)	17.814 (452.5)	1.030 (26.2)	4009.1	220		83.34
240	24	24.000 (609.6)	21.418 (544.0)	1.218 (30.9)	5688.2	210		118.26

* The maximum working pressure is calculated at 73°F. See General Information Section to derate for higher temperatures.

BLUE 75 THREAD SEALANT

FORMULATED, DESIGNED & TESTED FOR PLASTIC PIPING PRODUCTS

FEATURES

- Anti-seize properties allow easy assembly and positive seal without over tightening.
- NSF tested and certified safe for use with potable water.
- Will not transfer taste or odor to the sealed system.
- Available in 1/4 pint, 1/2 pint, 1 pint and 1 quart metal cans with brush top applicators.
- For use with all thermoplastic piping system components, including PVC and CPVC products, CPVC fire sprinkler products, CPVC CTS (Copper-Tube-Size) products, and plastic-to-metal transition products.
- Suitable for sealing threads in metal, ABS, PVC, CPVC and Nylon piping systems. For use in metal and plastic systems properly designed for handling a wide variety of liquids and gases (not recommended for use in oxygen handling systems).

SPECIFICATIONS

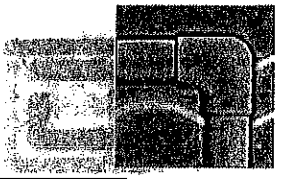
- Color: Light blue.
- Consistency: Grit-free, crushable paste.
- Potable water approval: NSF (National Sanitation Foundation).

ORDER INFORMATION:

8040.005 BLUE 75 THREAD SEALANT, 1/4 Pint	$8.78
8040.010 BLUE 75 THREAD SEALANT, 1/2 Pint	13.99
8040.020 BLUE 75 THREAD SEALANT, 1 Pint	22.61
8040.030 BLUE 75 THREAD SEALANT, 1 Quart	40.64

175.130.130

PVC SCHEDULE 80 FITTINGS



SPECIFICATIONS

- Material: PVC type 1, grade 1 (Cell Classification 1245-B) meets the specification for rigid PVC per ASTM-D-1784.
- Dimensions: Schedule 80 PVC fittings from your Ryan Herco Flow Solutions Service Center meet or exceed the requirements of ASTM-D-2464 (threaded Schedule 80 PVC fittings) and D-2467 (socket Schedule 80 PVC fittings).

NOT RECOMMENDED FOR COMPRESSED AIR OR GAS

NOTE: For a specific brand of fitting, insert the "brand symbol" between the part number prefix and the size code.

Example:

3801G020 = GF 2" socket sch 80 tee;
3806S010 = Spears 1" socket sch 80 90° elbow.

Key to brand symbols:

G = GF
S = Spears
- = Charlotte Chemtrol, Ipex or other

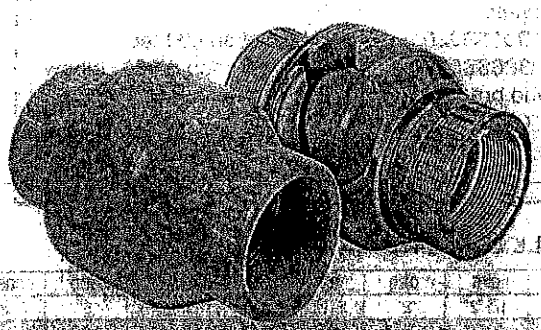
AVAILABLE IN PVC TYPE I GRAY ONLY (CELL CLASSIFICATION 12454B)

	Size No.		002	003	005	007	010	012	015	020	025	030	040	060	080
	Size		1/4"	3/8"	1/2"	3/4"	1"	1-1/4"	1-1/2"	2"	2-1/2"	3"	4"	6"	8"
Tee	3801	SXSXS	$3.92	$2.16	$4.26	$4.47	$5.59	$15.35	$15.35	$19.19	$20.87	$26.09	$30.23	$103.20	$239.35
	3805	TXTXT	2.49	2.49	4.92	5.49	12.11	12.84	15.56	16.73	60.89	63.59	103.35		
90° Ell	3806	SxS	1.39	0.77	1.51	1.93	3.11	4.16	4.46	5.39	12.62	14.18	21.56	61.37	169.14
	3808	TxT	1.90	1.90	3.50	4.36	5.49	5.91	8.38	9.44	36.75	59.27	104.29		-
Long Sweep 90° Ell*	3809S	SxS				35.97	40.37	45.14	76.32	77.30	83.57				
45° Ell	3817	SxS	4.99	2.74	2.85	4.35	6.52	8.30	9.82	12.73	26.72	32.52	58.56	73.75	159.89
	3819	TxT	5.66	3.11	5.62	6.04	7.57	11.56	14.52	21.54	42.60	68.52	98.33		-
Wye*	3807S	SXSXS	5.46		5.46	6.42	6.94	8.01	9.55	12.37					
Couplings	3829	SxS	4.03	2.21	2.73	3.70	3.80	5.80	6.25	6.71	16.51	18.96	23.75	51.11	69.55
	3830	TxT	3.05	2.71	3.06	4.36	4.69	5.80	12.90	11.18	32.31	37.90	65.62	-	-
Female Adapter	3835	SXT	4.26	2.35	2.56	3.80	5.61	9.09	11.14	19.43	30.68	84.53	59.95	157.58	110.62
Male Adapter	3836	SXMT	5.59	5.59	3.20	3.52	6.10	7.13	10.25	14.82	16.85	18.70	33.27	37.36	
Cap	3847	S	3.20	1.76	2.68	2.82	5.01	6.05	6.05	11.94	24.37	28.53	48.10	119.67	153.65
	3848	T	3.08	1.69	3.35	3.75	4.72	5.62	6.42	12.62	25.24	29.71	52.32		-
Plug	3849	SPG			4.09	1.41	1.59	7.01		2.95		33.27	10.34		
	3850	MT	1.46	1.46	2.58	2.68	3.28	4.83	5.88	6.04	15.68	18.10	21.49	23.00	
Union (Viton O-ring)	3857	SXS	9.64	5.29	5.61	7.13	8.13	16.15	18.29	24.79	121.00	146.16	32.50		-
	3858	TXT	10.39	5.71	6.50	9.10	12.11	23.10	28.61	44.02	140.00	111.67	66.32		-

* Rated 235 psi @ 73°F 1/2" - 2", 150 psi @ 73°F 3" - 6"

115.120.110	Tee	115.120.140	Coup/Adpt
115.120.120	Elbow	115.120.150	Cap/Plug
		115.120.170	Union

UTILITY SWING & SPRING CHECK VALVES



Features - PVC White & PVC Clear

Spears® Utility Swing Check and spring assisted Utility Spring Check Valves offer a compact, high performance check valve for Landscape & Irrigation, Pool & Spa, Aquaculture, OEM and many general purpose applications. These maintenance free sealed units feature long-life EPDM elastomer seats with weighted disc for full-flow with minimal restriction and positive shutoff. Spring assisted "Spring Check" model incorporates a positive-pressure spring to assist in valve closing without slamming. Produced from PVC White or PVC Clear material with Socket, Threaded or SR Threaded end connectors. Available in IPS Sizes 1/2" through 8" for Swing Check Valves and 1/2" through 4" for Spring Check Valves.

Sample Engineering Specification

All thermoplastic check valves shall be Utility Swing Check or Utility Spring Check type constructed form PVC Type I, ASTM D 1784 Cell Classification 12454. All valves shall be maintenance free seal unit construction with EPDM seat and weighted disc. All Spring Check Valves shall have stainless steel spring assisted operation. All valves shall have external flow arrow direction designation. All valves shall be certified by NSF® International for use in potable water service. All valves shall be pressure rated to 150 psi for water @ 73°F in full flow (open) position and to 75 psi @ 73°F back pressure (closed), as manufactured by Spears® Manufacturing Company.

- Chemical & Corrosion Resistant PVC White or High Visibility PVC Clear Construction
- No Metal Parts on Swing Check - Stainless Steel Spring on Spring Check
- Maintenance Free Sealed Unit in a Compact Space Saving Design
- Engineered for Maximum Flow, Quick Response & Positive Shutoff
- Long-Life, High Grade EPDM Seat with Weighted Disc
- Spring Assisted Spring Check Model Option for Positive Closing
- Sizes 1/2" – 8" Pressure Rated to 150 psi @ 73°F Full Flow (open), and 75 psi @ 73°F Back Pressure (closed)
- Suitable for either Horizontal or Vertical Up-flow Installations and Vacuum Service
- NSF® Certified for Potable Water Use
- Silicone-Free Assembly

Quick-View Utility Swing Check Valve Selection Chart

Valve Size	Seat Material	PVC Material[1]			Pressure Rating
		Socket	Threaded	SR Threaded	
1/2	EPDM	S1520-05	S1520-05F	S1520-05FSR	150 psi @ 73°F Full Flow (Open) 75 psi Back Pressure (Closed)
3/4	EPDM	S1520-07	S1520-07F	S1520-07FSR	
1	EPDM	S1520-10	S1520-10F	S1520-10FSR	
1-1/4	EPDM	S1520-12	S1520-12F	S1520-12FSR	
1-1/2	EPDM	S1520-15	S1520-15F	S1520-15FSR	
2	EPDM	S1520-20	S1520-20F	S1520-20FSR	
2-1/2	EPDM	S1520-25	S1520-25F	S1520-25FSR	
3	EPDM	S1520-30	S1520-30F	S1520-30FSR	
4	EPDM	S1520-40	S1520-40F	S1520-40FSR	
6	EPDM	S1520-60	S1520-60F	S1520-60FSR	
8	EPDM	S1520-80	N/A	N/A	

1: For PVC Clear Swing Check, replace dash (-) separator with the letter "C" in the part number (e.g. S1520C05), (e.g. S1520C05F) or (e.g. S1520C05FSR)

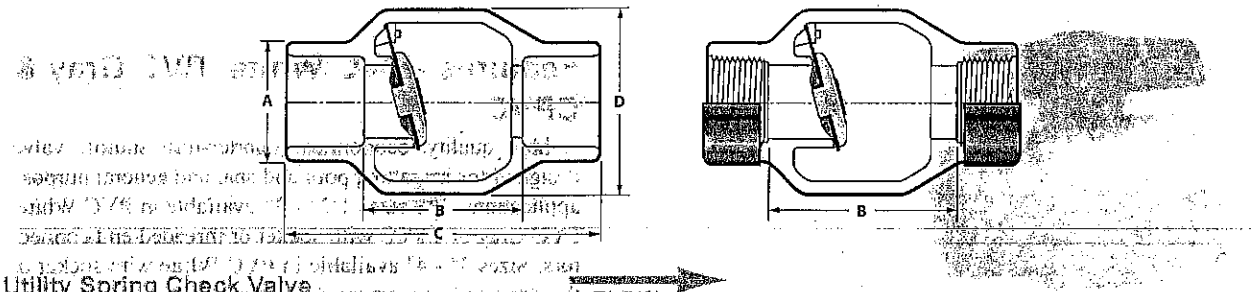
Quick-View Utility Spring Check Valve Selection Chart

Valve Size	Seat Material	PVC Material[1]			Pressure Rating
		Socket	Threaded	SR Threaded	
1/2	EPDM	S1580-05	S1580-05F	S1580-05FSR	150 psi @ 73°F Full Flow (Open) 75 psi Back Pressure (Closed)
3/4	EPDM	S1580-07	S1580-07F	S1580-07FSR	
1	EPDM	S1580-10	S1580-10F	S1580-10FSR	
1-1/4	EPDM	S1580-12	S1580-12F	S1580-12FSR	
1-1/2	EPDM	S1580-15	S1580-15F	S1580-15FSR	
2	EPDM	S1580-20	S1580-20F	S1580-20FSR	
2-1/2	EPDM	S1580-25	S1580-25F	S1580-25FSR	
3	EPDM	S1580-30	S1580-30F	S1580-30FSR	
4	EPDM	S1580-40	S1580-40F	S1580-40FSR	

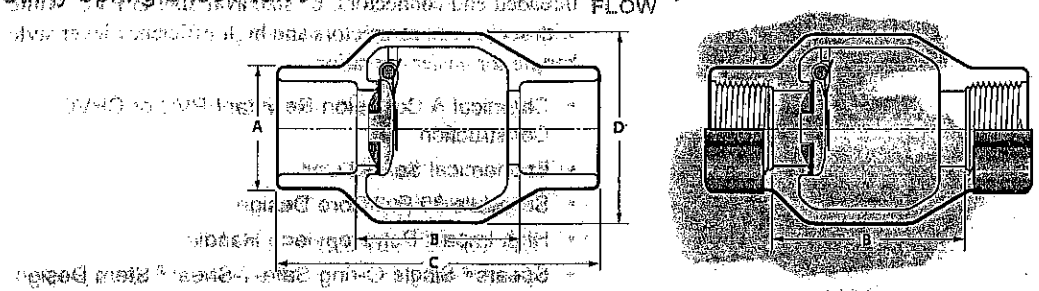
1: For PVC Clear Spring Check, replace dash (-) separator with the letter "C" in the part number (e.g. S1580C05), (e.g. S1580C05F) or (e.g. S1580C05FSR)

UTILITY SWING & SPRING CHECK VALVES

Utility Swing Check Valve



Utility Spring Check Valve



Dimensions

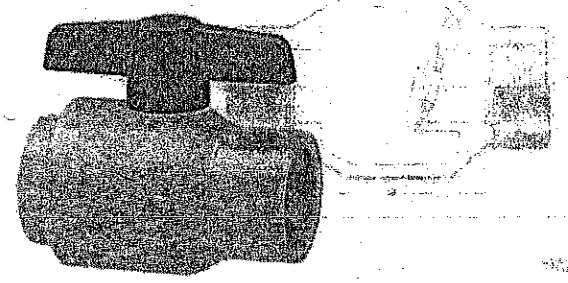
Nominal Size	Dimension Reference (inches, ± 1/16)					
	A	B		C	D	
		Socket	Threaded/SR Threaded		Swing	Spring
1/2	1-3/8	2-19/32	2-5/8	4-3/32	2-1/8	2-5/8
3/4	1-3/8	2-5/32	2-1/16	4-1/16	2-1/8	2-5/8
1	1-11/16	2-5/16	2-15/16	4-9/16	2-5/8	2-5/8
1-1/4	2-1/16	2-15/16	3-5/8	5-1/2	3-3/8	3-3/8
1-1/2	2-7/16	3	3-11/16	5-5/8	3-3/8	3-3/8
2	3	3-5/8	4-3/8	6-3/8	4-1/4	4-1/4
2-1/2	3-9/16	4-3/8	5-1/4	7-7/8	5-1/8	5-1/8
3	4-5/16	4-11/16	5-5/8	8-7/16	5-3/4	5-3/4
4	5-1/4	6	7-1/16	10-1/16	6-3/8	6-3/8
6	7-11/16	8-1/2	11-5/16	14-9/16	9-1/4	N/A
8	9-7/16	11-3/16	N/A	19-1/4	11-15/16	N/A

General Installation Information: Utility Swing check valves are designed for horizontal installations, but may be installed in up-flow only vertical position. Check valves MUST be installed with the valves FLOW arrow pointing in the direction of the flow. Do not install valve upside down. Flow velocity should not exceed 5ft./sec. Minimum opening pressure less than 0.5 psi.

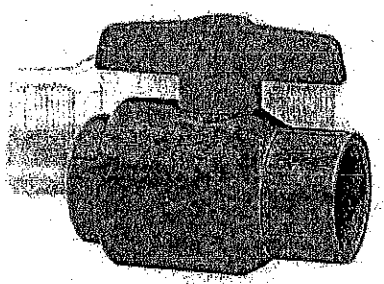
Temperature Pressure Rating

System Operating Temperature °F (°C)			100 (38)	110 (43)	120 (49)	130 (54)	140 (60)	150 (66)	160 (71)	170 (77)	180 (82)	190 (88)	200 (93)	210 (99)
Valve Pressure Rating psi (MPa)	1/2" - 8"	PVC	150 (1.03)	135 (.93)	110 (.76)	75 (.52)	50 (.34)	-0- (-0-)	-0- (-0-)	-0- (-0-)	-0- (-0-)	-0- (-0-)	-0- (-0-)	-0- (-0-)
			150 (1.03)	140 (.97)	130 (.90)	120 (.83)	110 (.76)	100 (.70)	90 (.62)	80 (.55)	70 (.48)	60 (.41)	50 (.34)	-0- (-0-)

UTILITY BALL VALVES



PVC



CPVC

Features - PVC White, PVC Gray & CPVC

A high quality, economical quarter-turn shutoff valve designed for irrigation, pool and spa, and general purpose applications. IPS sizes 1/2" - 2" available in PVC White, PVC Gray or CPVC with socket or threaded end connectors. Sizes 3" - 4" available in PVC White with socket or threaded end connectors. 6" size available in PVC White with socket end connectors and high-efficiency lever style handle for easier operation.

- Chemical & Corrosion Resistant PVC or CPVC Construction
- Economical Sealed Unit
- Schedule 80 Full-Bore Design
- High-Impact Polypropylene Handle
- Spears® Single O-ring Safe-T-Shear® Stem Design
- EPDM O-rings
- PTFE/HDPE Floating Seat Design
- Sizes 1/2" - 6" Pressure Rated to 150 psi @ 73°F
- NSF® Certified for Potable Water use
- Assembled with Silicone-Free, Water Soluble lubricant

Note: Valve sizes 2-1/2", 3", 4" and 6" are not available in CPVC. Refer to Compact Ball Valve
Valve size 6" uses Lever Handle (not shown)

Sample Engineering Specification

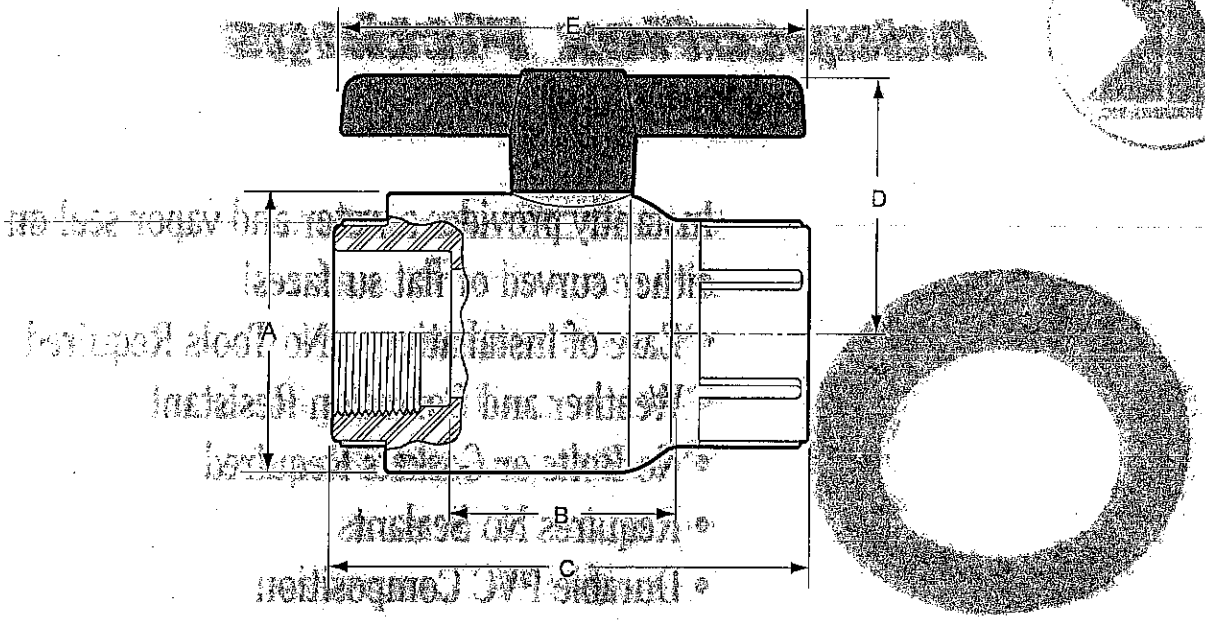
All thermoplastic ball valves shall be Utility sealed unit type constructed from PVC Type I, ASTM D 1784 Cell Classification 12454 or CPVC Type IV, ASTM D 1784 Cell Classification 23447. All O-rings shall be EPDM. All valves shall have Safe-T-Shear® stem and Polypropylene handle. All valves shall be certified by NSF® International for use in potable water service. All valves shall be pressure rated at 150 psi for water at 73°F, as manufactured by Spears® Manufacturing Company.

Quick View Valve Selection Chart

Valve Size	O-ring Material	PVC Part Number[1, 2] Socket	PVC Part Number[1, 2] Threaded	Pressure Rating
1/2	EPDM	2622-005	2621-005	150 psi Non-Shock Water @ 73°F
3/4	EPDM	2622-007	2621-007	
1	EPDM	2622-010	2621-010	
1-1/4	EPDM	2622-012	2621-012	
1-1/2	EPDM	2622-015	2621-015	
2	EPDM	2622-020	2621-020	
2-1/2	EPDM	2622-025	2621-025	
3	EPDM	2622-030	2621-030	
4	EPDM	2622-040	2621-040	
6	EPDM	2622-060	—	

1: For CPVC valves, add the letter "C" to part numbers listed (e.g. 2621-005C).
2: For PVC Gray, add the letter "G" to part numbers listed (e.g. 2621-005G).

UTILITY BALL VALVES



Dimensions, Weights & Cv Values

Nominal Size	Dimension Reference (inches, ± 1/16)						Approx. Wt. (Lbs.)		C_v[2] Values
	A	B[1]		C	D	E[3]	PVC	CPVC	
		Socket	Threaded						
1/2	1-7/16	1-1/4	1-1/4	2-11/16	1-11/16	2-3/4	.16	.17	46
3/4	1-25/32	1-7/16	1-7/16	2-31/32	1-29/32	3-7/32	.25	.27	91
1	2-1/32	1-5/8	1-5/8	3-3/8	2-7/16	3-1/2	.34	.36	160
1-1/4	2-9/16	1-31/32	1-31/32	3-7/8	2-13/16	3-3/4	.57	.60	306
1-1/2	2-15/16	2-1/2	2-3/4	4-11/16	2-15/16	4-1/4	.88	.90	429
2	3-9/16	2-27/32	3-3/16	5-5/32	3-13/16	4-31/32	1.34	1.34	755
2-1/2	4-5/16	3-17/32	4-7/16	7-1/32	4-5/32	5-9/16	2.31	N/A	1126
3	5-5/16	4-5/32	5-1/8	7-15/16	5-9/16	7-21/32	4.78	N/A	1660
4	6-11/16	5-1/8	6-7/32	9-3/16	6-6/32	10-27/32	8.00	N/A	3129
6[3]	10-3/16	8-3/32	---	14-3/16	8-5/32	14-3/32	23.24	N/A	7942

1: Valve Lay Length
2: Gallons per minute at 1 psi pressure drop. Values calculated from valve laying length, based on derivative of Hazen-Williams equation with surface roughness factor of C=150.
3: 6" valve has lever handle, dimension is from valve stem centerline (not illustrated)

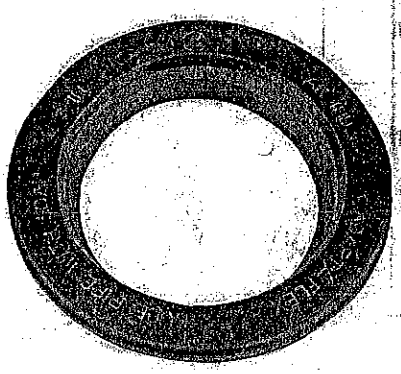
Temperature Pressure Rating

System Operating Temperature °F (°C)		73 (23)	100 (38)	110 (43)	120 (49)	130 (54)	140 (60)	150 (66)	160 (71)	170 (77)	180 (82)	190 (88)
Valve Pressure Rating psi (MPa)	PVC	150 (1.03)	93 (.64)	75 (.52)	60 (.41)	45 (.31)	33 (.23)	-0- (-0-)	-0- (-0-)	-0- (-0-)	-0- (-0-)	-0- (-0-)
	CPVC	150 (1.03)	123 (.85)	110 (.76)	98 (.68)	86 (.58)	75 (.52)	68 (.47)	60 (.41)	48 (.33)	38 (.26)	-0- (-0-)

NOT FOR DISTRIBUTION OF COMPRESSED AIR OR GASES

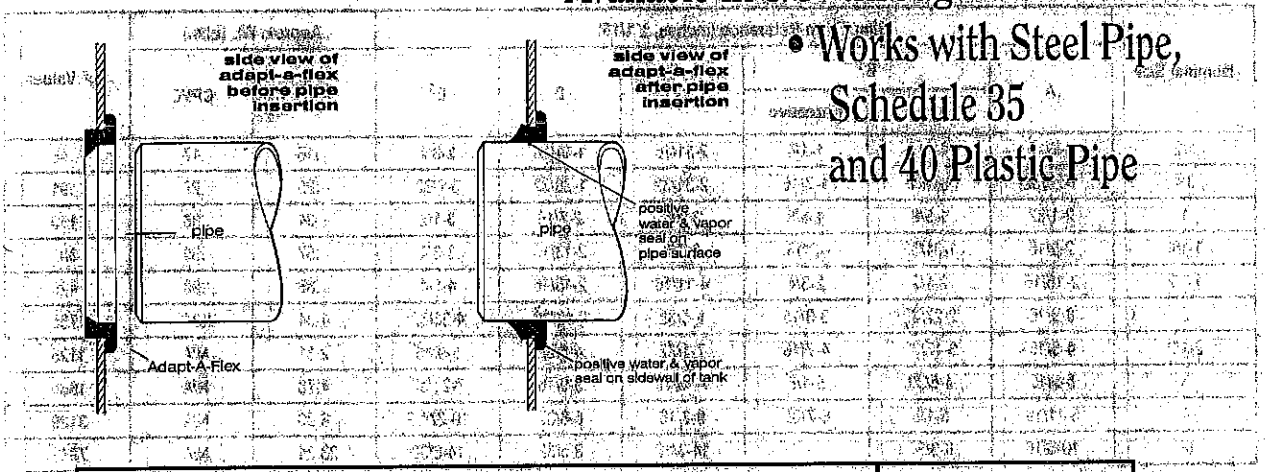
AK INDUSTRIES 2055 PIDCO DRIVE PLYMOUTH INDIANA 46563 1-574-936-6022

Adaptaflex Fittings

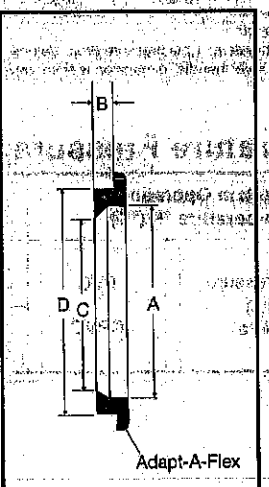


Instantly provides a water and vapor seal on either curved or flat surfaces!

- Ease of Installation -- No Tools Required
- Weather and Corrosion Resistant
- No Bolts or Gaskets Required
- Requires No Sealants
- Durable PVC Composition
- Available in 3/8" through 6" sizes
- Works with Steel Pipe, Schedule 35 and 40 Plastic Pipe



Number		A	B	C	Hole D	Saw Size
GA-375AAF	3/8"	.068	.200	.045	1.050	1"
GA-050AAF	1/2"	.086	.240	.630	1.310	1-1/4"
GA-075AAF	3/4"	1.040	.240	.820	1.310	1-1/4"
GA-100AAF	1"	1.300	.220	1.050	1.780	1-3/4"
GA-125AAF	1-1/4"	1.630	.230	1.350	3.050	3"
GA-150AAF	1-1/2"	1.870	.230	1.560	3.050	3"
GA-200AAF	2"	2.300	.250	2.000	3.050	3"
GA-300AAF	3"	3.450	.250	3.100	4.010	4"
GA-400AAF35	4" SDR 35	4.270	.250	3.800	5.025	5"
GA-400AAF40	4"	4.450	.250	4.120	5.060	5"
GA-600AAF35	6" SDR 35	6.200	.250	5.850	7.205	7"
GA-600AAF40	6"	6.450	.250	6.125	7.060	7"



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
WARREN'S DO-NUTS	42.23	391218	
			42.23**
ROAD & BRIDGE PCT.#1			
APAC, INC. - TROTTI & THOMSOM	190.72	391046	
UNITED STATES POSTAL SERVICE	.41	391185	
AIRGAS SOUTHWEST	161.00	391232	
ATTABOY TERMITE & PEST CONTROL	30.00	391242	
			382.13**
ROAD & BRIDGE PCT.#2			
A&A RADIATOR	465.50	391036	
APAC, INC. - TROTTI & THOMSOM	240.73	391046	
CERTIFIED LABORATORIES	495.30	391059	
CHEMAX CORP.	293.20	391060	
DERRICK OIL	435.94	391071	
ENTERGY	99.39	391089	
MID-COUNTY ALTERNATOR	125.00	391109	
THE MUFFLER SHOP	60.00	391111	
MUNRO'S	32.40	391112	
RITTER @ HOME	85.94	391131	
ROGERS AUTO PARTS, INC.	287.20	391132	
SETZER HARDWARE, INC.	13.29	391142	
SHERWIN-WILLIAMS	36.22	391145	
SMART'S TRUCK & TRAILER, INC.	79.44	391146	
TRI-CON, INC.	3,338.04	391157	
NEDERLAND HARDWARE SUPPLY	17.15	391161	
ATSCO	92.85	391234	
NEW WAVE WELDING TECHNOLOGY	6.82	391235	
TERRELL'S LAWN & TREE SERVICE	700.00	391241	
ALLSERV OF TEXAS LLC	151.64	391258	
MEMBER'S BUILDING MAINTENANCE LLC	149.50	391276	
			7,205.55**
ROAD & BRIDGE PCT. # 3			
BEAUMONT FRAME & FRONT END	991.21	391052	
EASTEX RUBBER & GASKET	63.07	391076	
BEAUMONT ENTERPRISE	138.32	391077	
FARM & HOME SUPPLY	24.86	391081	
ENTERGY	15.44	391089	
ENTERGY	172.97	391090	
CASH ADVANCE ACCOUNT	582.21	391097	
MUNRO'S	18.23	391112	
ROMERO GLASS CO.	449.40	391133	
W. JEFFERSON COUNTY M.W.D.	25.13	391160	
HOWARD'S AUTO SUPPLY	69.09	391172	
LOWE'S HOME CENTERS, INC.	73.93	391199	
TEXAS GAS SERVICE	375.13	391204	
FIVE STAR FEED	55.45	391207	
LANSDOWNE-MOODY CO	553.99	391220	
WINDSTREAM	45.86	391223	
BARRON TIRE SERVICE	285.00	391259	
			3,939.29**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL	25.00	391045	
APAC, INC. - TROTTI & THOMSOM	3,848.79	391046	
CRABTREE BARRICADE SYSTEMS, INC.	22.30	391067	
HERNANDEZ OFFICE SUPPLY, INC.	21.00	391091	
CASH ADVANCE ACCOUNT	865.60	391097	
M&D SUPPLY	120.80	391104	
MUNRO'S	130.91	391112	
NAPA AUTO PARTS	224.18	391113	
OFFICE DEPOT	688.99	391118	
OIL CITY TRACTORS, INC.	133.20	391119	
SHERWIN-WILLIAMS	64.04	391145	
W. JEFFERSON COUNTY M.W.D.	104.69	391160	
WHOLESALE ELECTRIC SUPPLY CO.	182.10	391163	
			6,431.60**
ENGINEERING FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT	90.58	391118	
			90.58**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	42.19	391062	
ENTERGY	9.44	391089	
AT&T	28.92	391148	
W. JEFFERSON COUNTY M.W.D.	54.57	391160	
LOWE'S HOME CENTERS, INC.	317.83	391199	
			452.95**
GENERAL FUND			
TOTAL PETROCHEMICALS USA INC	1,270,586.00	391260	
			1,270,586.00*
TAX OFFICE			
HERNANDEZ OFFICE SUPPLY, INC.	761.00	391091	
OFFICE DEPOT	1,121.76	391118	
ACE IMAGEWEAR	20.69	391144	
AT&T	100.17	391148	
UNITED STATES POSTAL SERVICE	1,185.24	391185	
US POSTAL SERVICE	1,198.00	391193	
ROCHESTER ARMORED CAR CO INC	352.00	391249	
			4,738.86*
COUNTY HUMAN RESOURCES			
SOCIETY FOR HUMAN RECOURCE	185.00	391147	
UNITED STATES POSTAL SERVICE	3.91	391185	
			188.91*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	17.40	391185	
			17.40*
COUNTY CLERK			
OFFICE DEPOT	63.98	391118	
CDW COMPUTER CENTERS, INC.	172.45	391176	
UNITED STATES POSTAL SERVICE	406.90	391185	
			643.33*
COUNTY JUDGE			
JAN GIROUARD & ASSOCIATES	600.00	391086	
UNITED STATES POSTAL SERVICE	16.23	391185	
KENT W. JOHNS	500.00	391254	
			1,116.23*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	5.22	391185	
			5.22*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	155.50	391185	
			155.50*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	10.74	391185	
			10.74*
GENERAL SERVICES			
USA MOBILITY WIRELESS, INC	3.00	391035	
COUNTY JUDGES & COMM. ASSN. OF TX	2,100.00	391066	
JEFFERSON CTY. APPRAISAL DISTRICT	253,812.32	391095	
CASH ADVANCE ACCOUNT	30.00	391097	
TIME WARNER COMMUNICATIONS	1,913.30	391153	
JOHN PAUL'S	115.80	391245	
DYNAMEX INC	180.40	391279	
			258,154.82*
DATA PROCESSING			
USA MOBILITY WIRELESS, INC	12.06	391035	
OFFICE DEPOT	290.25	391118	

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	198.06	391176	
SHI GOVERNMENT SOLUTIONS, INC.	22.30	391189	
			522.67*
VOTERS REGISTRATION DEPT			
OFFICE DEPOT	1,332.37	391118	
UNITED STATES POSTAL SERVICE	58.05	391185	
US POSTAL SERVICE	905.00	391194	
			2,295.42*
ELECTIONS DEPARTMENT			
RYDER TRANSPORTATION SERVICES	435.57	391043	
M&D SUPPLY	33.24	391104	
JASON'S DELI	407.95	391179	
UNITED STATES POSTAL SERVICE	180.43	391185	
SAM'S CLUB DIRECT	284.83	391266	
			1,342.02*
DISTRICT ATTORNEY			
FED EX	6.29	391083	
MANNINGS SCHOOL SUPPLY	59.85	391106	
JOHN NELSON	1,138.51	391114	
OFFICE DEPOT	766.13	391118	
UNITED STATES POSTAL SERVICE	289.85	391185	
COMPLETE ATHLETE, INC.	110.00	391191	
CHILD ABUSE & FORENSIC SERVICES	125.00	391197	
LUKE NICHOLS	1,350.00	391222	
9TH COURT OF APPEALS	10.00	391231	
HEALTHPORT	166.52	391273	
			4,022.15*
DISTRICT CLERK			
OFFICE DEPOT	86.91	391118	
UNITED STATES POSTAL SERVICE	123.07	391185	
US POSTAL SERVICE	1,198.00	391192	
			1,407.98*
CRIMINAL DISTRICT COURT			
DAVID W BARLOW	4,167.00	391051	
A. MARK FAGGARD	800.00	391079	
OFFICE DEPOT	62.26	391118	
MSC SYSTEMS	1,700.56	391167	
RONALD E. LANIER	600.00	391169	
CHARLES ROJAS	800.00	391177	
UNITED STATES POSTAL SERVICE	5.33	391185	
RAQUEL WEST	8,334.00	391200	
ALEX BILL III	900.00	391253	
			17,369.15*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.22	391185	
			1.22*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.50	391185	
			6.50*
252ND DISTRICT COURT			
DAVID W BARLOW	4,167.00	391051	
A. MARK FAGGARD	800.00	391079	
CASH ADVANCE ACCOUNT	469.39	391097	
JOHN D WEST	2,458.64	391181	
UNITED STATES POSTAL SERVICE	279.81	391185	
JOEL WEBB VAZQUEZ	3,025.00	391212	
SUMMER TANNER	58.50	391226	
			11,258.34*
279TH DISTRICT COURT			
TODD W. LEBLANC	500.00	391038	
THOMAS J. BURBANK, P.C.	325.00	391055	
LAIRON DOWDEN, JR.	75.00	391072	
MARVA PROVO	1,500.00	391128	
ANITA F. PROVO	187.50	391129	

NAME	AMOUNT	CHECK NO.	TOTAL
RANDY SHELTON	125.00	391143	
NATIONAL ASSN. FOR COURT MANAGEMENT	125.00	391170	
UNITED STATES POSTAL SERVICE	1.62	391185	
LEXIS-NEXIS	51.00	391186	
TONYA CONNELL TOUPS	75.00	391230	
RONALD PLESSALA	500.00	391239	
JONATHAN L. STOVALL	375.00	391251	
STEFANIE L. ADAMS, ATTORNEY AT LAW	300.00	391252	
C. HADEN CRIBBS JR., PC	1,050.00	391263	
BRYAN E MCEACHERN PC	500.00	391281	
THE DAWS LAW FIRM PLLC	500.00	391283	
MATUSKA LAW FIRM	825.00	391289	
			7,015.12*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	7.43	391185	
			7.43*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	29.35	391185	
			29.35*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	43.85	391185	
			43.85*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	19.54	391118	
			19.54*
JUSTICE COURT-PCT 4			
CASH ADVANCE ACCOUNT	717.13	391097	
			717.13*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	38.80	391118	
UNITED STATES POSTAL SERVICE	65.46	391185	
			104.26*
JUSTICE COURT-PCT 7			
POSTMASTER	2,940.00	391127	
COURTNEY BROWN	32.26	391288	
			2,972.26*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	2.03	391185	
			2.03*
COUNTY COURT AT LAW NO. 2			
TRAVIS EVANS	300.00	391078	
A. MARK FAGGARD	250.00	391079	
MIKE LAIRD, ATTORNEY AT LAW	250.00	391103	
KEVIN PAULA SEKALY PC	250.00	391141	
CHARLES ROJAS	300.00	391177	
UNITED STATES POSTAL SERVICE	2.03	391185	
SEAN VILLERY-SAMUEL	750.00	391244	
RYAN GERTZ	250.00	391246	
CHRISTOPHER J SACHITANO	300.00	391277	
			2,652.03*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	30.45	391185	
RYAN GERTZ	250.00	391246	
			280.45*
COURT MASTER			
UNITED STATES POSTAL SERVICE	3.65	391185	
			3.65*
MEDIATION CENTER			
OFFICE DEPOT	60.44	391118	
UNITED STATES POSTAL SERVICE	6.90	391185	
KARA HAWTHORN	798.34	391255	

NAME	AMOUNT	CHECK NO.	TOTAL
THOMSON REUTERS-WEST	136.00	391269	
			1,001.68*
COMMUNITY SUPERVISION			
OFFICE DEPOT	106.69	391118	
			106.69*
SHERIFF'S DEPARTMENT			
GT DISTRIBUTORS, INC.	12,144.30	391085	
HERNANDEZ OFFICE SUPPLY, INC.	23.00	391091	
KAY ELECTRONICS, INC.	717.33	391100	
OFFICE DEPOT	242.86	391118	
PHILPOTT MOTORS, INC.	4,082.49	391123	
PORT ARTHUR NEWS, INC.	193.68	391125	
PORTER'S, INC.	594.04	391126	
PUBLIC AGENCY TRAINING COUNCIL	275.00	391130	
AT&T	318.10	391148	
TEXAS CHIEF DEPUTY ASSOCIATION	24.00	391156	
KEESHA GUILLORY	300.00	391171	
UNITED STATES POSTAL SERVICE	2,213.30	391185	
LOWE'S HOME CENTERS, INC.	61.48	391199	
FIVE STAR FEED	279.50	391207	
CODE BLUE	1,811.00	391211	
BOONE'S TOWING & RECOVERY	125.00	391224	
			23,405.08*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	657.80	391044	
CAMEO / SABINE NECHES TRAVEL	425.00	391057	
DPS GENERAL SERVICES BUREAU	150.00	391069	
FED EX	146.57	391083	
FISHER SCIENTIFIC	1,494.84	391084	
OFFICE DEPOT	304.16	391118	
HENRY SCHEIN, INC.	351.44	391137	
INTERNATIONAL ASSN. FOR PROPERTY &	50.00	391175	
LARRY'S REFRIGERATION	1,103.67	391180	
VERIZON WIRELESS	37.99	391182	
SPECTRUM LABORATORY PRODUCTS	422.13	391201	
AIRGAS SOUTHWEST	11.50	391232	
JULIE HANNON	600.00	391271	
			5,755.10*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	464.66	391032	
BOB BARKER CO., INC.	663.30	391050	
BEAUMONT TRACTOR COMPANY	229.81	391053	
CARDINAL GLASS, INC.	622.36	391058	
CONSOLIDATED PLASTICS CO., INC.	1,852.43	391065	
W.W. GRAINGER, INC.	111.84	391087	
ENTERGY	39,626.11	391089	
HERNANDEZ OFFICE SUPPLY, INC.	927.10	391091	
HYGEIA CHEMICAL CO.	550.72	391092	
JACK BROOKS REGIONAL AIRPORT	1,321.60	391094	
M&D SUPPLY	9.71	391104	
OFFICE DEPOT	1,284.78	391118	
PETTY CASH - SHERIFF'S OFFICE	352.00	391122	
RALPH'S INDUSTRIAL ELECTRONICS	64.56	391134	
SANITARY SUPPLY, INC.	2,706.80	391136	
SCOOTER'S LAWNMOWERS	65.00	391138	
SCOTT EQUIPMENT, INC.	635.54	391139	
SHERWIN-WILLIAMS	734.64	391145	
AT&T	916.99	391148	
SUTHERLAND LUMBER CO.	86.98	391150	
WESCO DISTRIBUTION, INC.	191.98	391159	
NEDERLAND HARDWARE SUPPLY	18.67	391161	
WHOLESALE ELECTRIC SUPPLY CO.	81.81	391163	
CUMMINS SOUTHERN PLAINS	480.00	391173	
ATCO INTERNATIONAL	108.00	391183	
LOWE'S HOME CENTERS, INC.	434.35	391199	
CLASSIC FORMS AND PRODUCTS	356.00	391206	
TASER INTERNATIONAL	1,190.49	391214	
MOTION COMPUTING	41.82	391225	
FIVE STAR CORRECTIONAL SERVICE	33,964.29	391247	

NAME	AMOUNT	CHECK NO.	TOTAL
SHOE CORPORATION OF BIRMINGHAM INC	4,559.52	391257	
TROOP INDUSTRIAL	76.00	391265	
CONSTELLATION NEWENERGY - GAS DIVIS	7,570.25	391268	
WELONA WILLIAMS	14.07	391270	
KROPP HOLDINGS INC	626.73	391272	
SHARE CORPORATION	1,230.24	391278	
			104,171.15*
JUVENILE PROBATION DEPT.			
USA MOBILITY WIRELESS, INC	48.24	391035	
WILLIE DAVIS	137.20	391040	
FED EX	162.76	391083	
ELAINE MADOLE	103.04	391105	
OFFICE DEPOT	410.71	391118	
LARONDA TURNER	91.28	391121	
CHERYL ROEBUCK	156.80	391166	
UNITED STATES POSTAL SERVICE	22.06	391185	
SHARON STREETMAN	44.80	391219	
BRIA LYNCH	16.24	391237	
VICTOR CANTU	91.84	391275	
WHITNEY SONNIER	112.56	391280	
			1,397.53*
JUVENILE DETENTION HOME			
LABATT FOOD SERVICE	2,216.30	391047	
EPS	338.67	391074	
ENTERGY	5,198.43	391089	
AT&T	680.54	391148	
JOHN C. WHITE, D.D.S.	100.00	391162	
OAK FARM DAIRY	389.65	391168	
FLOWERS FOODS	244.76	391210	
ATTABOY TERMITE & PEST CONTROL	80.00	391242	
BROTHERS PRODUCE	414.36	391261	
A1 FILTER SERVICE COMPANY	183.79	391262	
			9,846.50*
CONSTABLE PCT 1			
KIRKSEY'S SPRINT PRINTING	283.65	391102	
OFFICE DEPOT	238.04	391118	
CDW COMPUTER CENTERS, INC.	77.59	391176	
UNITED STATES POSTAL SERVICE	20.95	391185	
TALON INSURANCE AGENCY, LTD	200.00	391195	
TASER INTERNATIONAL	47.91	391214	
10-8 VIDEO DIGITAL EVIDENCE SOLUTIO	6,975.00	391284	
			7,843.14*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	498.52	391097	
			498.52*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	340.24	391097	
			340.24*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	10.93	391185	
			10.93*
COUNTY MORGUE			
A1 FILTER SERVICE COMPANY	47.20	391262	
FMMS HOLDINGS OF TEXAS LLC	57,600.00	391264	
			57,647.20*
AGRICULTURE EXTENSION SVC			
STARLA B. GARLICK	561.19	391037	
OFFICE DEPOT	312.71	391118	
EMILEE BEAN	278.68	391274	
			1,152.58*
HEALTH AND WELFARE NO. 1			
USA MOBILITY WIRELESS, INC	22.84	391035	
STAR GRAPHICS COPIERS, INC.	269.08	391149	
UNITED STATES POSTAL SERVICE	82.50	391185	

NAME	AMOUNT	CHECK NO.	TOTAL
CENTERPOINT ENERGY RESOURCES CORP	70.00	391216	
			444.42*
HEALTH AND WELFARE NO. 2			
NSO - NURSES SERVICE ORGANIZATION	216.00	391034	
USA MOBILITY WIRELESS, INC	7.70	391035	
PHYSICIAN SALES & SERVICE, INC.	340.53	391124	
			564.23*
CHILD WELFARE UNIT			
DISA, INC.	23.00	391073	
BEAUMONT OCCUPATIONAL SERVICE, INC.	667.60	391196	
SEARS COMMERICAL CREDIT	96.39	391198	
			786.99*
ENVIRONMENTAL CONTROL			
OFFICE DEPOT	254.65	391118	
AT&T	29.44	391148	
			284.09*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	113.70	391030	
JOHNSTONE SUPPLY	81.42	391041	
CITY OF BEAUMONT - WATER DEPT.	308.41	391061	
ECOLAB	209.95	391075	
M&D SUPPLY	1,590.46	391104	
MCCOWN PAINT & SUPPLY OF TEXAS	626.03	391107	
RALPH'S INDUSTRIAL ELECTRONICS	147.60	391134	
SANITARY SUPPLY, INC.	6,664.98	391136	
AT&T	888.24	391148	
CENTERPOINT ENERGY RESOURCES CORP	7,688.58	391215	
			18,319.37*
MAINTENANCE-PORT ARTHUR			
A&B OUTDOOR EQUIPMENT	24.75	391033	
ALL-PHASE ELECTRIC SUPPLY	137.10	391064	
FAST SIGNS, INC.	132.00	391082	
FRED MILLER STORES	384.05	391110	
TIME WARNER COMMUNICATIONS	63.85	391155	
SOLAR	37.20	391190	
LOWE'S HOME CENTERS, INC.	199.41	391199	
BAKER DISTRIBUTING COMPANY	13.16	391208	
OTIS ELEVATOR COMPANY	2,255.00	391209	
PARKER LUMBER	34.99	391248	
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	391276	
			5,806.11*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	18.05	391063	
ENTERGY	369.22	391089	
RITTER @ HOME	59.99	391131	
ACE IMAGEWEAR	83.73	391144	
AT&T	682.57	391148	
W. JEFFERSON COUNTY M.W.D.	94.77	391160	
MEMBER'S BUILDING MAINTENANCE LLC	1,925.52	391276	
			3,233.85*
SERVICE CENTER			
ACTION AUTO GLASS	214.81	391039	
J.K. CHEVROLET CO.	348.02	391093	
JERRY'S AUTOMOTIVE	935.00	391098	
KINSEL FORD, INC.	459.45	391101	
PHILPOTT MOTORS, INC.	334.40	391123	
BUMPER TO BUMPER	161.77	391213	
AMERICAN TIRE DISTRIBUTORS	4,710.09	391240	
UNIFIRST HOLDINGS INC	22.23	391243	
			7,185.77*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	13.80	391185	
HILARY GUEST	121.20	391203	
			135.00*
			1,837,586.65**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
FALCON CREST AVIATION SUPPLY, INC.	151.73	391080	
W.W. GRAINGER, INC.	45.30	391087	
MUNRO'S	98.95	391112	
AT&T	29.44	391148	
TIME WARNER COMMUNICATIONS	75.98	391151	
FASTENAL	41.73	391174	
WESTPORT AG	122.19	391178	
AERO PERFORMANCE	46.44	391286	
			611.76**
BREATH ALCOHOL TESTING			
CAMEO / SABINE NECHES TRAVEL	850.00	391057	
			850.00**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	398.50	391196	
STORMY G CRIBB	2,000.00	391238	
			2,398.50**
LAW LIBRARY FUND			
JONES MCCLURE PUBLISHING, INC.	197.00	391099	
			197.00**
EMPG GRANT			
CDW COMPUTER CENTERS, INC.	1,475.52	391176	
			1,475.52**
JUVENILE TJPC-A-2014-123			
USA MOBILITY WIRELESS, INC	19.76	391035	
BRIA LYNCH	6.72	391237	
			26.48**
COMMUNITY SUPERVISION FND			
TDCJ - CASHIER'S OFFICE	30.00	391056	
GULF COAST BUSINESS FORM	612.00	391088	
OFFICE DEPOT	833.17	391118	
SAM HOUSTON STATE UNIVERSITY	50.00	391135	
UNITED STATES POSTAL SERVICE	84.43	391185	
JCCSC	12.00	391250	
			1,621.60**
JEFF. CO. WOMEN'S CENTER			
USA MOBILITY WIRELESS, INC	16.38	391035	
CITY OF BEAUMONT - WATER DEPT.	751.04	391061	
TIME WARNER COMMUNICATIONS	41.37	391152	
PETTY CASH - RESTITUTION I	73.98	391164	
CENTERPOINT ENERGY RESOURCES CORP	458.95	391215	
			1,341.72**
COUNTY CLERK - RECORD MGT			
AT&T	110.70	391148	
MANATRON	6,881.52	391229	
			6,992.22**
DRUG INTERVENTION COURT			
SOUTHEAST TEXAS COUNCIL ON ALCOHOL	9,000.00	391096	
			9,000.00**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.41	391185	
TYRRELL HISTORICAL LIBRARY	50.00	391205	
PORT ARTHUR HISTORICAL SOCIETY	75.00	391227	
			125.41**
HOTEL OCCUPANCY TAX FUND			
THERMACON SERVICE	475.00	391042	
D&S SIGN & SUPPLY, INC.	1,342.74	391049	
BEAUMONT TROPHIES	78.00	391054	
CITY OF BEAUMONT - WATER DEPT.	78.21	391061	
CASH ADVANCE ACCOUNT	965.22	391097	
M&D SUPPLY	2.96	391104	
MUNRO'S	209.75	391112	
OFFICE DEPOT	117.82	391118	

NAME	AMOUNT	CHECK NO.	TOTAL
TIME WARNER COMMUNICATIONS	100.65	391154	
TRI-CITY COFFEE SERVICE	41.10	391158	
JOSEPH SEMIEN	14.56	391228	
JESSIE DAVIS	33.60	391233	
ATTABOY TERMITE & PEST CONTROL	55.00	391242	
			3,514.61**
CAPITAL PROJECTS FUND			
METAL INDUSTRIES, INC.	800.00	391108	
OVERHEAD DOOR CO.	625.00	391120	
SHIRLEY & SONS CONSTRUCTION CO, INC	279,188.69	391188	
CONSTRUCTION ZONE OF TEXAS LLC	10,523.40	391282	
			291,137.09**
AIRPORT FUND			
A&A ELECTRIC CO., INC.	275.14	391031	
CITY OF NEDERLAND	706.37	391063	
BEAUMONT ENTERPRISE	120.00	391077	
FED EX	176.62	391083	
RITTER @ HOME	197.40	391131	
ROGERS AUTO PARTS, INC.	163.97	391132	
TRI-CITY COFFEE SERVICE	175.65	391158	
BUBBA'S AIR CONDITIONING	358.00	391165	
LOWE'S HOME CENTERS, INC.	37.44	391199	
ASCENT AVIATION GROUP INC	107,992.55	391236	
UNIFIRST HOLDINGS INC	87.25	391243	
ADVANCE AUTO PARTS	4.98	391267	
NEDERLAND CHAMBER OF COMMERCE AND	300.00	391285	
			110,595.37**
SETEC FUND			
CURTIS 1000, INC.	210.78	391068	
SEABREEZE CULVERT, INC.	558.30	391140	
			769.08**
LIABILITY CLAIMS ACCOUNT			
EPS	9,163.00	391074	
			9,163.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	12,251.87	391217	
			12,251.87**
SHERIFF'S FORFEITURE FUND			
AVIALL	566.95	391048	
DELL MARKETING L.P.	1,145.63	391070	
SHI GOVERNMENT SOLUTIONS, INC.	329.20	391189	
JOHN HEBERT	49.95	391202	
			2,091.73**
GUARDIANSHIP FEE			
LUKE NICHOLS	200.00	391221	
DUNHAM HALLMARK PLLC	3,503.37	391256	
			3,703.37**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	2,843.99	391085	
JACK BROOKS REGIONAL AIRPORT	277.98	391094	
OFFICE DEPOT	11.89	391118	
PHILPOTT MOTORS, INC.	30,419.61	391123	
SIERRA SPRING WATER CO. - BT	28.91	391187	
TASER INTERNATIONAL	120.21	391214	
JAMES UNDERHILL	129.75	391287	
			33,832.34**
SHERIFF-SPINDLETOP HEALTH			
PHILPOTT MOTORS, INC.	3,540.45	391123	
			3,540.45**
			2,351,370.10***

AGENDA ITEM **March 10, 2014**

Receive and file executed Inter-Governmental Agreements executed between Jefferson and the Cities of Groves, Nederland and Port Neches for maintenance and repair of streets in the respective cities.

INTER-GOVERNMENTAL AGREEMENT
Between
COUNTY OF JEFFERSON
and
CITY OF PORT NECHES

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Neches, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Neches, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Neches, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Port Neches and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Port Neches shall furnish Precinct Two, with materials needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Executed on the 20 day of February, 2014.

Jeff R. Branick
Jefferson County Judge

Glenn Johnson
Mayor, City of Port Neches

INTER-GOVERNMENTAL AGREEMENT
Between
COUNTY OF JEFFERSON
and
CITY OF NEDERLAND

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Executed on the 10th day of February, 2014.

Jeff R. Branick
Jefferson County Judge

R.A. "Dick" Nugent
Mayor, City of Nederland

INTER-GOVERNMENTAL AGREEMENT
Between
COUNTY OF JEFFERSON
and
CITY OF GROVES

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Groves, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Groves, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Groves, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Groves shall furnish Precinct Two, with materials needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

Executed on the 24th day of February, 2014.

Jeff R. Branick
Jefferson County Judge

Brad Bailey, Mayor
Mayor, City of Groves

AGENDA ITEM **March 10, 2014**

Consider and possibly approve an Order establishing the Air Liquide Large Industries U.S. LP Reinvestment Zone pursuant to Section 312.204.

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2014 on motion made by_____, Commissioner of Precinct No ____ , and seconded by_____ , Commissioner of Precinct No ___, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the AIR LIQUIDE LARGE INDUSTRIES U.S. LP facility near Port Neches, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property, Air Liquide Large Industries U.S. LP, 2121 Park Street, Port Neches, TX (mailing purposes only), Jefferson County, Texas 77651, further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 10th day of March, 2014.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____, 2014.

_____
JEFF R. BRANICK
County Judge

_____
COMMISSIONER EDDIE ARNOLD
Precinct No. 1

_____
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

_____
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

_____
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

EXHIBIT "A"

METES AND BOUNDS
PROPOSED PLANT SITE
JEFFERSON COUNTY, TEXAS

Being a metes and bounds description of a proposed plant site being a part of Texaco Chemical Company's Parcel 8A and being the same tract of land purchased from B. F. Goodrich Company as recorded in Volume 2285, Page 216 of the Deed Records of Jefferson County, Texas, and also being situated in the Thomas F. McKinney Survey, Abstract 41, Jefferson County, Texas, said proposed plant site being more particularly described as follows:

All bearings are referenced to the west line of said tract recorded in Volume 2285, Page 216 of the deed records.

COMMENCING at the intersection of the north right-of-way line of State Highway No. 366 and the east right-of-way line of Park Street, Thence N 08°16'22" E, along the east right-of-way of Park Street, a distance of 359.00 feet to the Point of Beginning of the herein described proposed plant site, said point being a ½" iron rod found marking the southwest corner of said tract and the southwest corner of the proposed plant site;

THENCE N 08°16'22" E, along the east right-of-way line of Park Street, a distance of 479.78 feet to a point;

THENCE S 81°43'38" E, a distance of 482.44 feet to a point;

THENCE S 08°16'22" W, a distance of 209.78 feet to a point;

THENCE N 81°43'38" W, a distance of 102.27 feet to a point;

THENCE S 08°16'22" W, a distance of 270.00 feet to a point;

THENCE N 81°43'38" W, a distance of 380.17 feet to a the POINT OF BEGINNING;

Proposed plant site containing 203,852.10 square feet or 4.680 acres.

November 5, 2013

Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511

METES AND BOUNDS
PROPOSED PLANT SITE
JEFFERSON COUNTY, TEXAS

Being a metes and bounds description of a proposed plant site being a part of Texaco Chemical Company's Parcel 8A and being the same tract of land purchased from B. F. Goodrich Company as recorded in Volume 2285, Page 216 of the Deed Records of Jefferson County, Texas, and also being situated in the Thomas F. McKinney Survey, Abstract 41, Jefferson County, Texas, said proposed plant site being more particularly described as follows:

All bearings are referenced to the west line of said tract recorded in Volume 2285, Page 216 of the deed records.

COMMENCING at the intersection of the north right-of-way line of State Highway No. 366 and the east right-of-way line of Park Street, Thence N 08°16'22" E, along the east right-of-way of Park Street, a distance of 359.00 feet to the Point of Beginning of the herein described proposed plant site, said point being a ½" iron rod found marking the southwest corner of said tract and the southwest corner of the proposed plant site;

THENCE N 08°16'22" E, along the east right-of-way line of Park Street, a distance of 479.78 feet to a point;

THENCE S 81°43'38" E, a distance of 482.44 feet to a point;

THENCE S 08°16'22" W, a distance of 209.78 feet to a point;

THENCE N 81°43'38" W, a distance of 102.27 feet to a point;

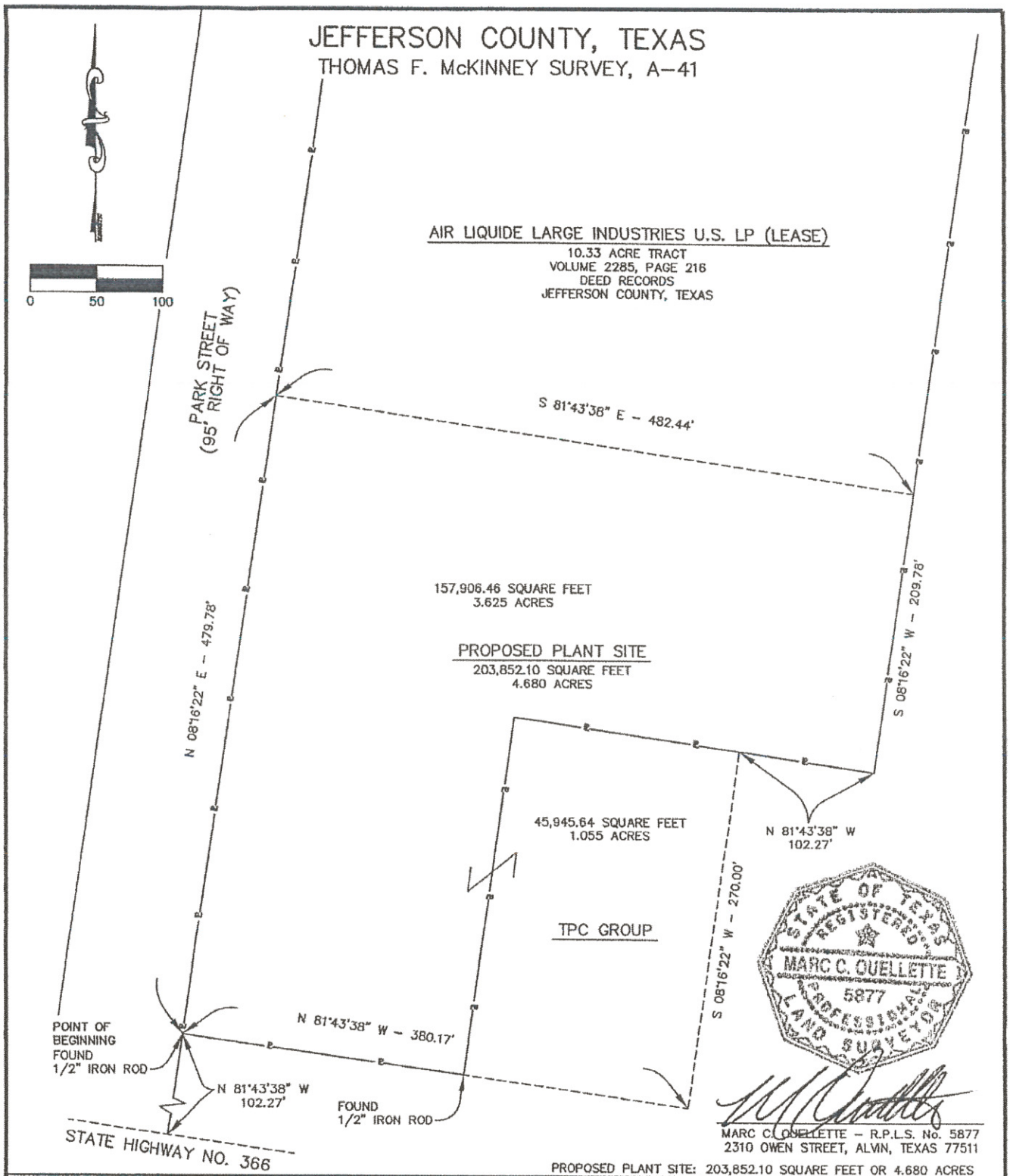
THENCE S 08°16'22" W, a distance of 270.00 feet to a point;

THENCE N 81°43'38" W, a distance of 380.17 feet to a the POINT OF BEGINNING;

Proposed plant site containing 203,852.10 square feet or 4.680 acres.

November 5, 2013

Marc C. Ouellette – R.P.L.S. No. 5877
2310 Owen Street, Alvin, Texas 77511



MARC C. OUELLETTE – R.P.L.S. No. 5877
2310 OWEN STREET, ALVIN, TEXAS 77511

PROPOSED PLANT SITE: 203,852.10 SQUARE FEET OR 4.680 ACRES

REVISION		
NO.	DATE	BY
1.		
2.		
3.		
4.		

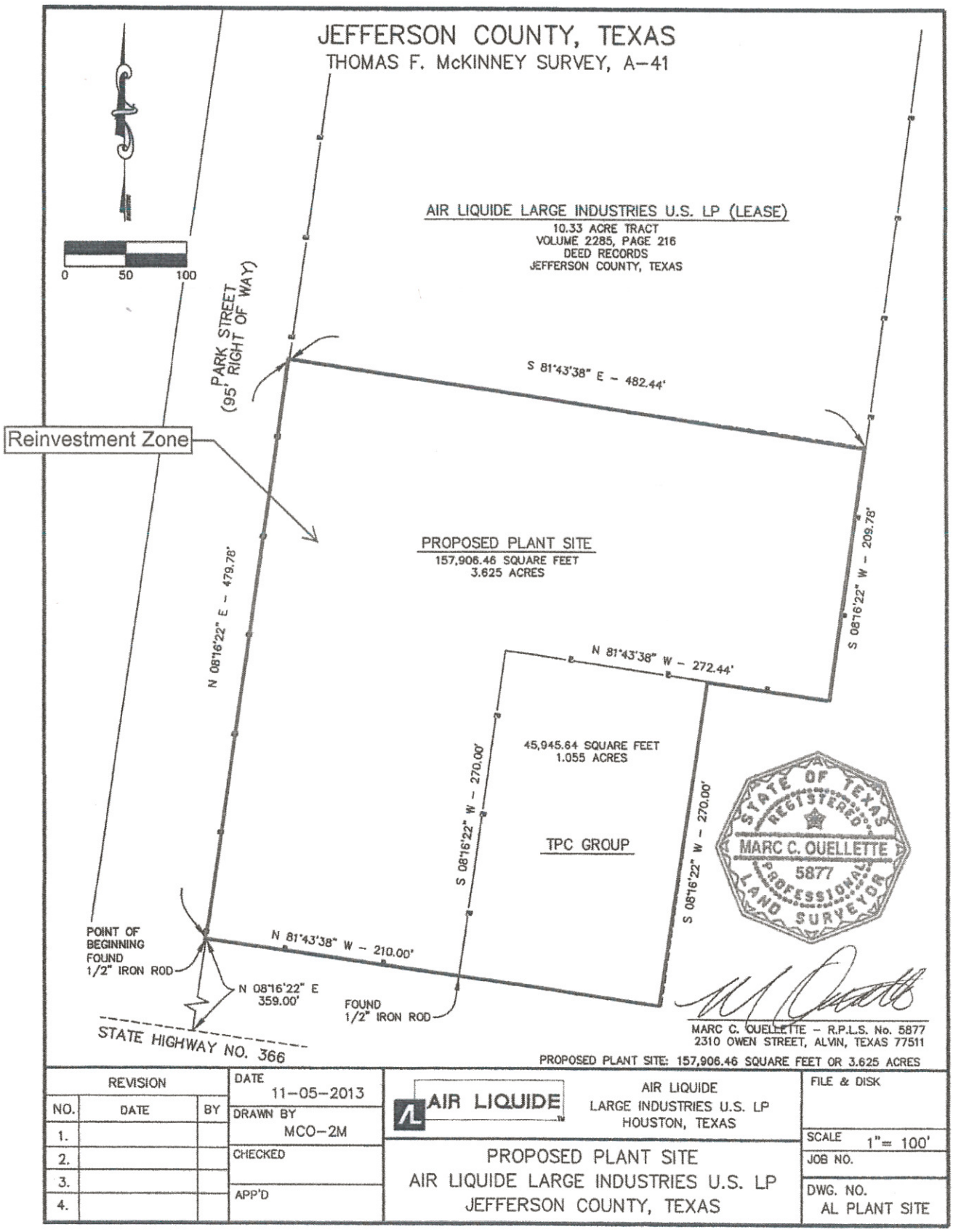
DATE 11-05-2013
DRAWN BY MCO-2M
CHECKED
APP'D

AIR LIQUIDE
AIR LIQUIDE LARGE INDUSTRIES U.S. LP
HOUSTON, TEXAS

PROPOSED PLANT SITE
AIR LIQUIDE LARGE INDUSTRIES U.S. LP
JEFFERSON COUNTY, TEXAS

FILE & DISK
SCALE 1" = 100'
JOB NO.
DWG. NO. PLANT SITE

REINVESTMENT ZONE MAP



REVISION			DATE	AIR LIQUIDE	AIR LIQUIDE LARGE INDUSTRIES U.S. LP HOUSTON, TEXAS	FILE & DISK
NO.	DATE	BY	11-05-2013			
1.			DRAWN BY MCO-2M			SCALE 1"= 100'
2.			CHECKED	PROPOSED PLANT SITE AIR LIQUIDE LARGE INDUSTRIES U.S. LP JEFFERSON COUNTY, TEXAS		JOB NO.
3.						DWG. NO. AL PLANT SITE
4.			APP'D			

AGENDA ITEM **March 10, 2014**

Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation approving a Supplemental Trust Indenture and Security Agreement in connection with the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series, 2010 and related matters.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

The undersigned officers of the Commissioners Court of Jefferson County, Texas ("Commissioners Court"), hereby certify as follows:

1. The Commissioners Court convened in Regular Meeting ("Meeting") on the ___ day of March 2014, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Jeff R. Branick
Eddie Arnold
Michael Sinegal
Everette "Bo" Alfred
Brent A. Weaver

and all of such persons participated in the Meeting, except the following: _____ thus constituting a quorum. Whereupon, among other business transactions at said Meeting, a written

RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS APPROVING THE ACTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION APPROVING A SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT IN CONNECTION WITH THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY L.L.C. PROJECT), SERIES 2010

was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said Resolution be passed, and after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: __ ABSTENTIONS: ___ NOES: ___

2. That a true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioner Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioner Court's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting

members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting; and that said Resolution would be introduced and considered for passage at said Meeting; and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED THIS ___ day of _____, 2014.

_____
Carolyn L. Guidry, County Clerk
Jefferson County, Texas

_____
The Honorable Jeff A. Branick County Judge
Jefferson County, Texas

RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS APPROVING THE ACTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION APPROVING A SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT IN CONNECTION WITH THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY L.L.C. PROJECT), SERIES 2010

WHEREAS, pursuant to the authority granted by Chapter 501, Texas Local Government Code, as amended (the "Act"), this Commissioners Court has authorized the creation of a nonprofit public corporation to act on its behalf to finance, under the Act, "projects" thereunder; and

WHEREAS, by resolution dated October 28, 1985, this Commissioners Court authorized the creation of such a corporation, known as the Jefferson County Industrial Development Corporation, pursuant to the Act (the "Corporation"); and

WHEREAS, the Corporation has issued its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery L.L.C. Project), Series 2010 (the "Bonds"); and

WHEREAS, the Corporation adopted or intends to adopt its Resolution Approving a Supplemental Trust Indenture and Security Agreement in connection with the Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery L.L.C. Project), Series 2010 and Related Matters, a copy of which is attached hereto as Exhibit A (the "Issuer's Resolution"); and

WHEREAS, this Commissioners Court deems it necessary and convenient to approve the actions of the Corporation as set forth in the Issuer Resolution.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. That the findings and declarations contained in the preambles of this resolution are incorporated herein as part of this resolution.

Section 2. The adoption of the Issuer's Resolution by the Corporation and the actions described therein are hereby authorized and approved.

Section 3. That the County Judge, any Commissioner and any officer or employee of the County is authorized to take such action and execute and deliver such document, certificate or agreement as may be necessary to effect the substance of this resolution, in form and substance acceptable to the persons so executing, their execution being conclusive evidence of such acceptance, and any such action heretofore taken is hereby approved and ratified.

.

Section 4. That this resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this _____ day of March 2014.

_____
County Judge

ATTEST:

_____
County Clerk
Commissioners Court of Jefferson County, Texas

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF ISSUER'S RESOLUTION

(SEE ATTACHED)

CERTIFICATE FOR RESOLUTION

The undersigned President and Secretary of the Jefferson County Industrial Development Corporation (the "Corporation"), hereby certify as follows:

1. In accordance with law, the Board of Directors (the "Board") of the Corporation held a meeting on _____, 2014, at 1149 Pearl, 4th Floor, Beaumont, Texas (the "Meeting") of the duly constituted members of the Board of the Corporation to-wit:

Jeff R. Branick
Eddie Arnold
Michael Sinegal
Everette "Bo" Alfred
Brent A. Weaver

and all of such persons participated in the Meeting, except the following: _____, thus constituting a quorum. Whereupon, among other business transactions at the Meeting, a written

RESOLUTION APPROVING A SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT IN CONNECTION WITH JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY L.L.C. PROJECT), SERIES 2010 AND RELATED MATTERS

(the "Resolution") was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion prevailed and carried by the following vote:

AYES: __ ABSTENTIONS: __ NOES: __

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Board's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are the fully chosen, qualified, and acting members of the Board as indicated therein; each of the members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting and that the Resolution would be introduced and considered for adoption at the Meeting; by signing this Certificate, the Resolution shall be deemed to have been signed; and the meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED THIS _____ DAY OF _____, 2014.

_____ _____

Secretary President

RESOLUTION APPROVING A SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT IN CONNECTION WITH JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY L.L.C. PROJECT), SERIES 2010 AND RELATED MATTERS

WHEREAS, the Jefferson County Industrial Development Corporation (the "Corporation") is an industrial development corporation created and existing under Chapter 501, Texas Local Government Code (the "Act") pursuant to a resolution adopted by the Commissioners Court of the County on October 28, 1985; and

WHEREAS, Section 704(a) of the Heartland Disaster Tax Relief Act of 2008 (the "Heartland Act") provides that Section 1400N(a) of the Internal Revenue Code of 1986, as amended (the "Code"), shall apply, as modified by the Heartland Act (collectively, the "Hurricane Ike Bond Act"), to any Hurricane Ike disaster area (as defined in Section 704(c) of the Heartland Act); and

WHEREAS, the Hurricane Ike Bond Act provides for the issuance of qualified Hurricane Ike disaster area bonds for qualifying projects located in Jefferson County, Texas (the "Unit"); and

WHEREAS, the Corporation issued and delivered its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery L.L.C. Project) Series 2010, in the original aggregate principal amount of $300,000,000 on December 30, 2010; and

WHEREAS, the proceeds of the Bonds were loaned to Jefferson Refinery L.L.C. (the "Borrower") pursuant to that certain Loan Agreement dated as of December 1, 2010, between the Corporation and the Borrower, to be used by the Borrower for the purposes described in the Loan Agreement; and

WHEREAS, the Bonds were issued under and are secured by that certain Trust Indenture and Security Agreement, dated as of December 1, 2010 (the "Original Existing Indenture") between the Corporation and Wells Fargo Bank, National Association, as Trustee, who has been succeeded to in interest by Amegy Bank National Association (the "Trustee"), as heretofore supplemented and amended (the "Existing Indenture"); and

WHEREAS, the Borrower has requested that the Corporation authorize certain amendments to the Existing Indenture as set forth in the Supplemental Trust Indenture and Security Agreement, dated as of March 1, 2014, substantially in the form presented to the Board.

BE IT THEREFORE:

RESOLVED, that all of the facts recited in the preamble hereto are found and declared to be true and correct and the preamble is incorporated into, and made a part of, these Resolutions;

RESOLVED, that this Board approves the Supplement and authorizes any officer or member of the Board to execute and deliver the Supplement substantially in the form presented

to the Board with such changes therein as may be approved by the officer(s) or Board member(s) executing same, their execution thereof being conclusive evidence of such approval;

RESOLVED, that the officers or members of the Board, or any of them, are authorized to take any and all action and execute all documents, certificates and agreements necessary to carry out and consummate the transactions described in or contemplated by the instruments approved thereby or otherwise to give effect to the actions authorized hereby and the intent hereof, their execution being conclusive evidence of such acceptance;

RESOLVED, that all action (not inconsistent with provisions of this Resolution) heretofore taken by this Corporation directed toward the issuance of the Bonds shall be and the same hereby is ratified, approved, and confirmed;

RESOLVED, that if any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. In case any obligation of the Corporation authorized or established by this Resolution or the Bonds is held to be in violation of law as applied to any person or in any circumstance, such obligation shall be deemed to be the obligation of the Corporation to the fullest extent permitted by law.

PASSED AND APPROVED this ____ day of _____, 2014.

_____ Secretary

_____ President

JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION
As Trustee

SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of March 1, 2011

Supplementing the Trust Indenture and Security Agreement,
dated as of December 1, 2010, as amended
in connection with the
Jefferson County Industrial Development Corporation Hurricane Ike Disaster Area
Revenue Bonds (Jefferson Refinery, L.L.C. Project), Series 2010

THIS SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT (the "Supplement") dated as of March 1, 2014 but effective as of March 10, 2014 (the "Effective Date") is between the **JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION**, a non-profit industrial development corporation (the "Issuer"), **AMEGY BANK NATIONAL ASSOCIATION** with a corporate trust office in Houston, Texas, as Trustee (the "Trustee") and supplements and amends the Trust Indenture and Security Agreement, dated as of December 1, 2010 (the "Original Existing Indenture"), between the Issuer and Wells Fargo Bank, National Association, who had been succeeded to in interest by the Trustee, as heretofore supplemented (the "Existing Indenture").

Recitals

A. The Issuer is an industrial development corporation created by the Unit, pursuant to the Enabling Act.

B. The Issuer is authorized under the Enabling Act to issue bonds to defray Project Costs to promote and develop new and expanded business enterprises to promote and encourage employment and the public welfare.

C. The Issuer has issued its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, L.L.C. Project), Series 2010 in the original aggregate principal amount of $300,000,000 (the "Bonds") pursuant to the Existing Indenture.

D. The Bonds were issued for the purpose of financing or refinancing a portion of the Project Costs described in the Existing Indenture.

E. Proceeds of the Bonds were loaned by the Issuer to Jefferson Refinery, L.L.C. (together with its successors and assigns, the "LLC") pursuant to a Loan Agreement dated December 1, 2010 (the "Loan Agreement") between the Issuer and the LLC. Pursuant to the Loan Agreement the LLC agrees to make Loan Payments at times and in amounts sufficient to pay debt service on the Bonds.

F. The Bonds and all other payment obligations under the Existing Indenture are limited obligations of the Issuer payable solely out of (a) payments by the LLC pursuant to the Loan Agreement with respect to debt service on the Bonds, and (b) except as limited in the Existing Indenture, any other assets constituting part of the Trust Estate established pursuant to the Existing Indenture, including money in the funds and accounts established pursuant to the Existing Indenture.

G. This Supplement is permitted pursuant to Section 9.01(4), Section 9.01(9) and Section 9.02 of the Existing Indenture.

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. In this Supplement (except as otherwise expressly provided for herein) capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Existing Indenture, except as hereinafter provided.

Section 1.2 Rules of Construction of this Supplemental Indenture. In this Supplement, unless otherwise indicated, (i) defined terms may be used in the singular or the plural, (ii) the use of any gender includes all genders, and (iii) the words "hereof", "herein", "hereto", "hereby" and "hereunder" refer to this entire Supplement.

ARTICLE II.
MISCELLANEOUS PROVISIONS

Section 2.1 Headings for Convenience Only. The descriptive headings in this Supplement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 2.2 Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 2.3 Applicable Law. This Supplement shall be governed by and construed in accordance with the laws of the State.

Section 2.4 Trustee Not Responsible For Recitals. The recitals contained herein shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplement.

ARTICLE III.
FURTHER AMENDMENT

Section 3.1 Amendment of Section 2.17(c) of the Existing Indenture. The last sentence of Section 2.17(c) of the Existing Indenture is hereby amended in its entirety as follows:

> **Anything to the contrary herein notwithstanding, any Initial Bonds registered in the name of or beneficially owned by LLC for any reason for longer than 60 consecutive days (or such longer period as may be specified by**

the Remarketing Agent) shall be deemed cancelled as of such date and LLC shall promptly present such Initial Bonds to Trustee for cancellation.

ARTICLE IV.
CONDITION PRECEDENT TO, EFFECTIVE DATE OF, AND REQUIRED CONSENTS TO AMENDMENTS OF SUPPLEMENT

Section 4.1 Amendments Permitted; Required Consents. The amendments to the Existing Indenture as set forth in this Supplement are permitted by Section 9.01(4), Section 9.01(9) and Section 9.02 of the Existing Indenture. The LLC and the Remarketing Agent have consented to the Supplement pursuant to the Existing Indenture.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION has caused this Supplemental Trust Indenture and Security Agreement to be executed by an authorized officer, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee, has caused this Supplemental Trust Indenture and Security Agreement to be executed by one of its Vice Presidents.

JEFFERSON COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION

By:_____
Its _____

AMEGY BANK NATIONAL
ASSOCIATION as Trustee

By:_____
Its: _____

By its execution hereof, JEFFERSON REFINERY, L.L.C. evidences its written request that this Supplemental Trust Indenture and Security Agreement be executed and delivered and hereby consents to this Supplemental Trust Indenture and Security Agreement.

JEFFERSON REFINERY L.L.C.

Dated _____

By:_____

Its:_____

By its execution hereof OPPENHEIMER & CO. INC., as Remarketing Agent under the Existing Indenture evidences its written consent to this Supplemental Trust Indenture and Security Agreement.

OPPENHEIMER & CO. INC.

Dated: _____

By: _____
Its: _____

AGENDA ITEM **March 10, 2014**

Consider and possibly approve a grant to the Jefferson County Crime Lab from the Texas Forensics Commission to fund a laboratory case review of hair microscopy cases.

TEXAS FORENSIC
SCIENCE COMMISSION
Justice Through Science
1700 North Congress Ave., Suite 445
Austin, Texas 78701

February 12, 2014

Ms. Linda Johnson
Jefferson County Crime Laboratory
5030 Highway 69 South, Suite 500
Beaumont, Texas 77705

RE: Hair Microscopy Review Funding

Dear Linda:

As you know, the Texas Forensic Science Commission is conducting a review of cases involving microscopic hair analysis. This review stems from a similar review currently being conducted by the FBI. The FBI believes some of its examiners overstated the extent to which the science underlying hair microscopy allowed for a positive association between a known hair sample and crime scene evidence. Because the FBI trained many hair examiners at state and local laboratories (including some in Texas) the Commission believes the most prudent course would be to review the cases both for educational purposes and to ensure against miscarriages of justice.

To identify cases, each laboratory that has performed microscopic hair analysis will be required to conduct searches to identify the cases and enter key information from each case into a spreadsheet provided by the Commission. This effort will require significant human resources from the laboratories. Because the Commission does not want to adversely affect the current workflow of the laboratories, we have offered to pay the laboratories for the time it will take their staff to identify the cases and enter the information into the spreadsheet. We have set aside $10,200 for the Jefferson County Crime Laboratory for this purpose based on the estimate you provided. We leave it to each laboratory's discretion how best to staff this project. If you believe you will exhaust the $10,200 before completing the project, please let us know as soon as possible because any additional funds would require reauthorization by the Commission.

If you have any questions, please do not hesitate to contact us.

Sincerely,

L Garcia

Lynn Robitaille Garcia
General Counsel

Sam Houston State University
A Member of The Texas State University System
Procurement and Business Services
Box 2028
Huntsville, Texas 77341-2028
Phone (936) 294-1894 * Fax (936) 294-1997

PO Number:	**P0031025**
PO Date:	**02/17/14**
Desired Delivery Date:	**03/31/14**

Supplier:
Jefferson County
5326 HWY 69 S
BEAUMONT TX 77705

CONFIRM RECEIPT OF PURCHASE ORDER AND ACCEPTANCE OF DELIVERY DATE BY EMAILING:
procurement@shsu.edu

Contact: **Linda Johnson** **Contact Info:** **(409)726-2577; ljohnson@co.jefferson.tx.us**

Send Billing Invoice to:
Sam Houston State University
Box 2185
Huntsville, TX 77341-2185
ATTN: Accounts Payable

Ship to:
Leigh Tomlin
Texas Forensic Science Commission
1700 N. Congress Ave. Ste. 445
Austin TX 78701
Fax:
Phone: 512-936-0770
Email: leigh@fsc.texas.gov

Show PO # and Federal Tax ID or State of Texas Tax ID on invoice.

BUYER: Marilyn Meshell 936-294-1905

PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPING DOCUMENTS AND INVOICES

Item	Description	Quantity	Unit Cost	Total Cost
	At the request of the FSC, Jefferson County Crime Lab will perform a laboratory case review of all hair microscopy cases, benefiting SHSU and the FSC in carrying out their legisaltively mandated duties of forensic oversight in TX.			
1	Forensic Lab Services for Hair Microscopy Invstgtn	1.00 SVC	10,200.0000	10,200.00
			DISCOUNT:	.00

Terms Net 30
FOB:

TOTAL: **10,200.00**

Sam Houston State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

ALL TERMS & CONDITIONS ARE LISTED ON THE UNIVERSITY WEB SITE:
http://www.shsu.edu/~pur_www/

SAM HOUSTON STATE UNIVERSITY

Marilyn Meshell

Marilyn Meshell, Purchasing Officer

VENDOR COPY

AGENDA ITEM **March 10, 2014**

Consider possibly approve and authorize the County Judge to execute 2014 Loan Agreement SDA0415 (annual renewal) between Jefferson County and the National Museum of the United States Air Force regarding the F-4D fighter jet on display at the Veterans Memorial Park.

DEPARTMENT OF THE AIR FORCE
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE®
1100 SPAATZ STREET
WRIGHT-PATTERSON AIR FORCE BASE, OHIO 45433-7102

RECEIVED
MAR 0 5 2014

24 February 2014

Honorable Jeff R. Branick, (SDA0415)
County Judge, Jefferson County
PO Box 4025
Beaumont TX 77704

Dear Judge Branick,

Loan Account SDA0415 has been established to cover the historic property that will be placed on loan to Jefferson County, Beaumont TX. This loan covers the period from 1 March 2014 through 31 March 2015. The loan may be renewed yearly by returning the renewal package that will be sent each year from the National Museum of the United States Air Force (NMUSAF).

The loan package includes one Instruction Sheet that will guide you through the loan process, one return check list, one prepaid return envelope and two copies of the following documents: Point of Contact Information Sheet; Loan Agreement with Attachments 1 and 2; Assurance of Compliance Certificate and DD Form1149 (*Requisition and Invoice/Shipping Document*). **All documents must be signed by the County Judge and returned to establish loan of the following aircraft:**

Accession Number	Nomenclature
SD-2000-0155	Aircraft, F-4D, s/n 66-8788

You will be required to provide proof of insurance. Insurance requirements are located in Section 11 of the loan agreement. For insurance purposes the Government appraised value of the F-4D is $22,000.

The County requested that it be "exempted" from the indemnification and hold harmless provision of the NMUSAF's standard loan agreement, based upon a Texas Attorney General opinion, dated May 22, 1982. Rather than "exempt" the County, past precedent has been established whereby the indemnity provision is modified to indemnify the federal Government "to the extent permitted by state (in this case, Texas) law."

Upon receipt of the signed documents and proof of insurance, written notification will be sent to VFW Post 4820, Port Neches TX authorizing release of the F-4D to Jefferson County, Beaumont TX.

If you have any questions, please feel free to contact me at (937) 255-4770 or by email at patricia.ochs@us.af.mil.

Sincerely

PATRICIA A. OCHS
AF Static Display Program Administrator
Plans and Programs

Attachments:
1. Instruction Sheet (1)
2. Loan Agreement SDA0415 (2) w/Attachments
3. Assurance of Compliance Certificate (2)
4. DD Form 1149, Voucher Number SD2014-004 (2)
5. Point of Contact Information Sheet (2)
6. Return Checklist
7. Prepaid Return Envelope

COUNTIES
NEW LOAN INSTRUCTIONS

1. **2014 LOAN AGREEMENT:** Review, sign and date the Acceptance Statement located on page six of the loan agreement. **NOTE**: No changes are authorized to be made to the 2014 Loan Agreement. Any changes made will automatically void the Agreement. If there is an issue please contact Pat Ochs at (937) 255-4770.

2. **ASSURANCE OF COMPLIANCE CERTIFICATE:** Review, sign and date the Assurance of Compliance Statement.

3. **2014 POINT OF CONTACT INFORMATION SHEET:** Review the Point of Contact Information sheet and make pen and ink changes to correct the information, do not retype document. Explanations of several items on the Point of Contact Information Sheet are listed below:

The Historical Property Custodian: The Chairman/President of the County Board is the Historical Property Custodian (no exceptions). This is the only individual authorized to sign the loan documents in accordance with Department of Defense Directives.

Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the Museum and can answer any questions in reference to the items on loan. This individual can be different from the Historical Property Custodian.

4. **REQUISITION AND INVOICE/SHIPPING DOCUMENT (DD 1149):** Review, sign and date.

Loan Agreement, Assurance of Compliance Certificate and DD 1149 must be signed by the County Judge, no exceptions.

5. **INSURANCE:** Provide proof of insurance to include full replacement value of loaned historical property. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, naming Lender as "loss payee", noting any deductible, and listing the replacement value of all loaned property (provided by Lender). For self-insured organizations, proof shall constitute a written and signed statement attesting to ability to reimburse for full replacement value will be provided each year. For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value". Value is located on the DD1149.

If you have any questions please contact Pat Ochs at (937) 255-4770 or by email at patricia.ochs@us.af.mil.

RETURN NEW LOAN DOCUMENTS IN THE PREPAID RETURN ENVELOPE BY 15 MARCH 2014

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY PROGRAM

2014 LOAN AGREEMENT, SDA0415

1.0. Parties. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective as of 1 March 2014 between the United States of America, or, "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," and the **JEFFERSON COUNTY** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **TX** and located at **BEAUMONT**. The Government hereby establishes with the Borrower a loan agreement for U.S. Air Force (USAF) historical property for the period commencing 1 March 2014 and ending 31 March 2015. This agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display

and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend, or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property in any manner for commercial use, such as still or motion video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 March 2014.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by Texas Law to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report as requested to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (i.e. SD-2000-0136.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF). JEFFERSON COUNTY IS SELF-INSURED

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (i.e. SD-2000-0136.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The __(item)___ on display is actually ____(nomenclature)___, Serial No._____, but painted and marked to depict ___(nomenclature)___, Serial No. _____, assigned to the ___(unit and/or person) in ___(location or theater)____during __(year)__".

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the model, design and series (i.e. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. <u>The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property</u>. Repossession of all or any part of the Property by the Lender shall be made at no cost or expense to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.2. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.3. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.4. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will have exclusive jurisdiction over such disputes.

Executed on behalf of the Lender this Twenty-Fourth Day of February, 2014 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

Patricia A. Ochs

By: PATRICIA A. OCHS
Title: Static Display Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUX
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770 Fax Number: (937) 656-4340

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative hereby accepts responsibility of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2014,

JEFFERSON COUNTY, BEAUMONT TX
(Name of Borrower/Organization)

By: _____
(Signature)

COUNTY JUDGE, JEFF R. BRANICK
(Typed or Printed Name & Title)

Address: P.O. BOX 4025
BEAUMONT, TX 77704

Telephone: 409-835-8466 Fax Number: 409-839-2311

Email: fjackson@co.jefferson.tx.us

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY PROGRAM

2014 LOAN AGREEMENT, SDA0415

1.0. Parties. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective as of 1 March 2014 between the United States of America, or, "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," and the **JEFFERSON COUNTY** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **TX** and located at **BEAUMONT**. The Government hereby establishes with the Borrower a loan agreement for U.S. Air Force (USAF) historical property for the period commencing 1 March 2014 and ending 31 March 2015. This agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display

and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend, or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property in any manner for commercial use, such as still or motion video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 March 2014.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by Texas Law to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report as requested to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (i.e. SD-2000-0136.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (i.e. SD-2000-0136.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The __(item)___ on display is actually ___(nomenclature)___, Serial No._____, but painted and marked to depict ___(nomenclature)___, Serial No. _____, assigned to the ___(unit and/or person)___ in ___(location or theater)___during __(year)__".

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the model, design and series (i.e. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

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15.0. Loan Termination.

15.1. <u>The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property</u>. Repossession of all or any part of the Property by the Lender shall be made at no cost or expense to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.2. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.3. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.4. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will have exclusive jurisdiction over such disputes.

Executed on behalf of the Lender this Twenty-Fourth Day of February, 2014 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

Patricia A. Ochs

By: PATRICIA A. OCHS
Title: Static Display Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUX
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

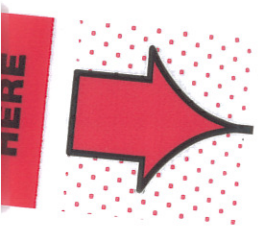
Telephone: (937) 255-4770 Fax Number: (937) 656-4340

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative hereby accepts responsibility of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this _____ day of _____ 2014,



JEFFERSON COUNTY, BEAUMONT TX
(Name of Borrower/Organization)

By: _____
(Signature)

COUNTY JUDGE, JEFF R. BRANICK
(Typed or Printed Name & Title)

Address: P.O. BOX 4025
BEAUMONT, TX 77704

Telephone: 409-835-8466 Fax Number: 409-839-2311

Email: jackson@co.jefferson.tx.us

ASSURANCE OF COMPLIANCE CERTIFICATE

JEFFERSON COUNTY, BEAUMONT TX hereafter called "Borrower"

HEREBY AGREES THAT in compliance with Title VI of the Civil Rights Act of 1964, Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, no person shall, on the ground of race, color, national origin, sex or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program for which the Borrower receives a loan from the United States Air Force Museum and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

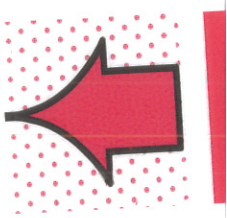
This agreement shall continue in effect during the time the Borrower retains possession or control of the loaned property. Further, the Borrower agrees and assures that its successors and/or assigns shall be required to give an assurance similar to this assurance as a condition precedent to acquiring any right, title or interest in and to any of property loaned herein.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining a loan of Federally owned property pursuant to Public Law 80-421 (10 USC 2572) consisting of the items listed on the inventory attached herewith.

The Borrower recognizes and agrees that such Federal loan shall be made in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance.

THIS ASSURANCE is binding on the Borrower, its successors, transferees and assignees, and the persons whose signatures appear below are authorized to sign the assurance on behalf of the Borrower.

JEFFERSON COUNTY, BEAUMONT TX
(Name of Borrower/Organization)



By: _____
(Signature)

JEFF R. BRANICK
(Typed or Printed Name)

Title: COUNTY JUDGE

Address: P.O. BOX 1025
BEAUMONT, TX 77704

Telephone: 409-835-8466

Fax Number: 409-839-2311

E-mail Address: fjackson@co.jefferson.tx.us

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JEFFERSON COUNTY, BEAUMONT TX
(Name of Borrower/Organization)

By: _____
(Signature)

JEFF R. BRANICK
(Typed or Printed Name)

Title: COUNTY JUDGE

Address: P.O. BOX 4025
BEAUMONT, TX 77704

Telephone: 409-835-8466

Fax Number: 409-839-2311

E-mail Address: jjackson@co.jefferson.tx.us

SHIPPING CONTAINER TALLY ——— 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

REQUISITION AND INVOICE/SHIPPING DOCUMENT

OMB No. 0704-0246
OMB approval expires Apr 30, 2009

The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0246). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. RETURN COMPLETED FORM TO THE ADDRESS IN ITEM 2.

1. FROM: *(Include ZIP Code)*
National Museum of the United States Air Force (NMUSAF/MUX)
Plans and Programs
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

SHEET NO. 1 | **NO. OF SHEETS** 1 | **5. REQUISITION DATE**

6. REQUISITION NUMBER

7. DATE MATERIAL REQUIRED *(YYYYMMDD)*

8. PRIORITY

2. TO: *(Include ZIP Code)*
Jefferson County
PO Box 4025
Beaumont TX 77704

9. AUTHORITY OR PURPOSE
10 USC, Section 2572

10. SIGNATURE

11a. VOUCHER NUMBER & DATE *(YYYYMMDD)*
SD2014-004 20140224

3. SHIP TO - MARK FOR
For loan and transfer of accountability of aircraft to Jefferson County, Beaumont TX, Account Number SDA0415 Aircraft is placed on loan for static display purposes only and will not be flown or restored to flying condition under any circumstances.

For Insurance purposes the Government appraised replacement value of the F-4D is $22,000.

12. DATE SHIPPED *(YYYYMMDD)*

b.

13. MODE OF SHIPMENT

14. BILL OF LADING NUMBER

15. AIR MOVEMENT DESIGNATOR OR PORT REFERENCE NO.

4. APPROPRIATIONS DATA

AMOUNT

ITEM NO. (a)	FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIEL AND/OR SERVICES (b)	UNIT OF ISSUE (c)	QUANTITY REQUESTED (d)	SUPPLY ACTION (e)	TYPE CONTAINER (f)	CONTAINER NOS. (g)	UNIT PRICE (h)	TOTAL COST (i)
1	SD-2000-0155 AIRCRAFT, F-4D, s/n 66-8788	EA	1				22,000.00	22,000.00
	//LAST ITEM//							0.00
	SIGNATURE _____ DATE _____							0.00
	PRINTED NAME & TITLE JEFF R. BRANICK, COUNTY JUDGE							0.00
								0.00

16. TRANSPORTATION VIA AMC OR MSC CHARGEABLE TO

17. SPECIAL HANDLING

18. RECAPITULATION OF SHIPMENT

ISSUED BY	TOTAL CONTAINERS	TYPE CONTAINER	DESCRIPTION	TOTAL WEIGHT	TOTAL CUBE
CHECKED BY					
PACKED BY					
			← TOTAL →		

19. RECEIPT

	DATE (YYYYMMDD)	BY	SHEET TOTAL
CONTAINERS RECEIVED EXCEPT AS NOTED			22,000.00
QUANTITIES RECEIVED EXCEPT AS NOTED	DATE (YYYYMMDD)	BY	GRAND TOTAL
POSTED	DATE (YYYYMMDD)	BY	20. RECEIVER'S VOUCHER NO.

DD FORM 1149, JUL 2006

51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PREVIOUS EDITION IS OBSOLETE.

Adobe Designer 7.0

374

SHIPPING CONTAINER TALLY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

REQUISITION AND INVOICE/SHIPPING DOCUMENT *(Continuation Sheet)*

OMB No. 0704-0246
OMB approval expires Apr 30, 2009

The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0246). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN ITEM 2 OF DD FORM 1149.

SHEET NO.	NO. OF SHEETS	6. REQUISITION NUMBER	11a. VOUCHER NUMBER AND DATE	b. VOUCHER NUMBER AND DATE
	1		SD2014-004 20140224	

ITEM NO. (a)	FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIEL AND/OR SERVICES (b)	UNIT OF ISSUE (c)	QUANTITY REQUESTED (d)	SUPPLY ACTION (e)	TYPE CON-TAINER (f)	CON-TAINER NOS. (g)	UNIT PRICE (h)	TOTAL COST (i)
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
							SHEET TOTAL	0.00

DD FORM 1149C, JUL 2006 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PREVIOUS EDITION IS OBSOLETE.

SHIPPING CONTAINER TALLY ——— 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

REQUISITION AND INVOICE/SHIPPING DOCUMENT

OMB No. 0704-0246
OMB approval expires Apr 30, 2009

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1. FROM: *(Include ZIP Code)*
National Museum of the United States Air Force (NMUSAF/MUX)
Plans and Programs
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

2. TO: *(Include ZIP Code)*
Jefferson County
PO Box 4025
Beaumont TX 77704

3. SHIP TO - MARK FOR
For loan and transfer of accountability of aircraft to Jefferson County, Beaumont TX, Account Number SDA0415 Aircraft is placed on loan for static display purposes only and will not be flown or restored to flying condition under any circumstances.

For Insurance purposes the Government appraised replacement value of the F-4D is $22,000.

SHEET NO.	NO. OF SHEETS	5. REQUISITION DATE	6. REQUISITION NUMBER
1	1		

7. DATE MATERIAL REQUIRED *(YYYYMMDD)*

8. PRIORITY

9. AUTHORITY OR PURPOSE
10 USC, Section 2572

10. SIGNATURE Patricia Cole

11a. VOUCHER NUMBER & DATE *(YYYYMMDD)*
SD2014-004 20140224

12. DATE SHIPPED *(YYYYMMDD)*

b.

13. MODE OF SHIPMENT

14. BILL OF LADING NUMBER

15. AIR MOVEMENT DESIGNATOR OR PORT REFERENCE NO.

4. APPROPRIATIONS DATA

AMOUNT

ITEM NO. (a)	FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIEL AND/OR SERVICES (b)	UNIT OF ISSUE (c)	QUANTITY REQUESTED (d)	SUPPLY ACTION (e)	TYPE CONTAINER (f)	CONTAINER NOS. (g)	UNIT PRICE (h)	TOTAL COST (i)
1.	SD-2000-0155 AIRCRAFT, F-4D, s/n 66-8788	EA	1				22,000.00	22,000.00
	//LAST ITEM//							0.00
	SIGNATURE DATE							0.00
	JEFFR. BRANICK, COUNTY JUDGE							0.00
	PRINTED NAME & TITLE							0.00

16. TRANSPORTATION VIA AMC OR MSC CHARGEABLE TO

17. SPECIAL HANDLING

18. RECAPITULATION OF SHIPMENT

ISSUED BY	TOTAL CONTAINERS	TYPE CONTAINER	DESCRIPTION	TOTAL WEIGHT	TOTAL CUBE
CHECKED BY					
PACKED BY					
			← TOTAL →		

19. RECEIPT

	DATE (YYYYMMDD)	BY	
CONTAINERS RECEIVED EXCEPT AS NOTED			SHEET TOTAL 22,000.00
QUANTITIES RECEIVED EXCEPT AS NOTED	DATE (YYYYMMDD)	BY	GRAND TOTAL
POSTED	DATE (YYYYMMDD)	BY	20. RECEIVER'S VOUCHER NO.

DD FORM 1149, JUL 2006 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PREVIOUS EDITION IS OBSOLETE.

Adobe Designer 7.0

SHIPPING CONTAINER TALLY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50

REQUISITION AND INVOICE/SHIPPING DOCUMENT *(Continuation Sheet)*

OMB No. 0704-0246
OMB approval expires Apr 30, 2009

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PLEASE DO NOT RETURN YOUR FORM TO THIS ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN ITEM 2 OF DD FORM 1149.

SHEET NO.	NO. OF SHEETS	6. REQUISITION NUMBER	11a. VOUCHER NUMBER AND DATE	b. VOUCHER NUMBER AND DATE
	1		SD2014-004 20140224	

ITEM NO. (a)	FEDERAL STOCK NUMBER, DESCRIPTION, AND CODING OF MATERIEL AND/OR SERVICES (b)	UNIT OF ISSUE (c)	QUANTITY REQUESTED (d)	SUPPLY ACTION (e)	TYPE CON-TAINER (f)	CON-TAINER NOS. (g)	UNIT PRICE (h)	TOTAL COST (i)
								0.00
								0.00
								0.00
								0.00
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								0.00
								0.00
								0.00
								0.00
							SHEET TOTAL	0.00

DD FORM 1149C, JUL 2006 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PREVIOUS EDITION IS OBSOLETE.

2014 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0415
CITY/ORGANIZATION NAME	JEFFERSON COUNTY
MAILING ADDRESS	PO BOX 4025
CITY	BEAUMONT
STATE/COUNTRY	TX
ZIP CODE	77704
PHYSICAL LOCATION OF ITEM	Golden Triangle Veterans Memorial Park
HISTORICAL PROPERTY CUSTODIAN	HONORABLE JEFF R. BRANICK
TITLE, HISTORICAL PROPERTY CUSTODIAN	COUNTY JUDGE
PRIMARY POINT OF CONTACT	HONORABLE JEFF R. BRANICK
TITLE PRIMARY POINT OF CONTACT	COUNTY JUDGE
PRIMARY PHONE NUMBER	409-835-8466
ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	fjackson@co.jefferson.tx.us

2014 POINT OF CONTACT INFORMATION SHEET

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ALTERNATE PHONE NUMBER	
PRIMARY FAX NUMBER	409-839-2311
EMAIL ADDRESS	jackson@co.jefferson.tx.us

RETURN CHECKLIST
COUNTIES

☐ Provide one original 2014 Loan Agreement signed and dated. Return the entire document not just signature page.

☐ Provide one original Assurance of Compliance Certificate signed.

☐ Provide one original 2014 Point of Contact Information Sheet that has been updated to reflect any changes in ink, do not retype.

☐ Provide one original of the DD 1149 signed and dated.

Loan Agreement, Assurance of Compliance Certificate and DD 1149 must be signed by the County Judge

☐ Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For self-insured organizations, proof shall constitute a written and signed statement attesting to the ability to reimburse for full replacement value will be provided each year.

RETURN COMPLETED LOAN DOCUMENTS
IN THE PREPAID RETURN ENVELOPE
BY **15 MARCH 2014**

Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the _____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. ____, and seconded by _____, Commissioner of Precinct No. ____, the following Resolution was adopted:

WHEREAS, Denise LeBlanc, has devoted 36 years of her life to the service of the taxpaying citizens of Jefferson County while serving under the direction of five Tax Assessor-Collectors of Jefferson County; and,

WHEREAS, Denise LeBlanc served admirably as the Automobile Director for the Jefferson County Tax Office; and,

WHEREAS, Denise LeBlanc dedicated her talents and services to the staff of the Motor Vehicle Department of all three offices of the Assessor-Collector of Taxes through the registering and titling of motor vehicles and boats and motors, and has been instrumental in developing many new programs; and,

WHEREAS, Denise LeBlanc has been chosen as Employee of the Year for Jefferson County in 2013; and,

WHEREAS, Denise LeBlanc is loved and will be sorely missed by her co-workers;

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend Denise LeBlanc for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this _____ day of _____, 2014.

JUDGE JEFF R. BRANICK
COUNTY JUDGE

COMMISSIONER EDDIE ARNOLD
Pct. No.1

COMMISSIONER MICHAEL S. SINEGAL
Pct. No.3

COMMISSIONER BRENT A. WEAVER
Pct. No.2

COMMISSIONER EVERETTE D. ALFRED
Pct. No.4

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

RECEIVED
MAR 0 5 2014

MEMORANDUM

TO: Loma George
County Judge's Office

FROM: Edward J. Cockrell, Sr. EC
Chief Juvenile Probation Officer

DATE: March 3, 2014

RE: Commissioners' Court Agenda

Please place the following item on the Commissioners' Court Agenda for March 10, 2014.

Juvenile Probation

Receive and File the Jefferson County Juvenile Board's Inspection and Certification of the Juvenile Detention Facilities at the Minnie Rogers Juvenile Justice Center as per Title 3, Texas Family Code, Section 51.12. (c).

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
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Fx: (409) 983-8348

February 27, 2014

Honorable Commissioners' Court
Jefferson County Courthouse
Beaumont, TX 77701

Re: Jefferson County Juvenile Detention Facility

Gentlemen:

We, the undersigned, being the membership of the Jefferson County Juvenile Board, did, on the 27th day of February, 2014, personally inspect the detention facilities of the Jefferson County Detention Facility at 5326 Highway 69 South, Beaumont, Texas, and do hereby certify as to the following:

1. That said facilities, in accordance with Title 3, Texas Family Code, Section 51.12(c), are suitable for detaining forty-eight (48) juveniles (capacity);

2. That the facilities are operated in accordance with Standards for Juvenile Detention Facilities, as promulgated by the Texas Juvenile Justice Department;

3. That said Board has reviewed the Annual Report as prepared by the facility administration and;

4. That said facilities are now certified by this Board for 365 days.

Respectfully Submitted,

Jefferson County Juvenile Board

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER

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Juvenile Board

Honorable Larry Thorne
317th District Court

Honorable Randy Shelton
279th District Court

Honorable Lindsey Scott
252nd District Court

Honorable Donald J. Floyd
172nd District Court

Honorable Gary Sanderson
60th District Court

Honorable Bob Wortham
58th District Court

Honorable Milton G. Shuffield
136th District Court

Honorable John Stevens
Criminal District Court

3.5.14

Honorable Jeff Branick
County Judge

Regular, March 10, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, March 10, 2014